# E-STAMP
# (GOVERNMENT OF PUNJAB)

PB-RWP-98F3E5032EB41E9F

PSID-40172608270688792

Rs 8,000/-

Eight Thousand Rupees Only

| | | |
|---|---|---|
| Deed Name | : | CONTRACT - 22A(a)(iii) |
| First Party | : | syed muhammad shahid [3520213148763] |
| Second Party | : | MIAN MUHAMMAD HASHIM MASOOD [34201756019 |
| Receipient | : | syed muhammad shahid [35202-1314876-3] |
| Issue Date | : | 30-Aug-2026, 07:03:23 PM |
| Stamp Duty Paid by | : | syed muhammad shahid [3520213148763] |
| Paid Through Challan | : | 2026EFDC07FB1EC7 |

Please Write Below This Line

## FORM OF CONTRACT

THIS AGREEMENT No. 005/02/NatCat (EPADS V2 No. P45101) made on 31 **August 2026**, between **National Disaster Risk Management Fund (NDRMF),** having its office located at *Floor No. 5, EOBI Building, Block 33-34, Mauve Area Near NADRA Office, G 10/4, Islamabad* (hereinafter called "the Procuring Agency/ Client") on the one part and **M/s. DMI Associates ,** situated at *H#14, Street 16, Fazaia Colony, Islamabad Highway, Rawalpindi* (hereinafter called "the Service Provider") on the other part.

WHEREAS the Procuring Agency invited e-bids (EPADS V2 No. P45101) for Purchase of Annual Subscription at AI Platforms [4x (ChatGPT Pro) and 2x (Claude AI Max 20x)] and has accepted the Service Provider's e-Bid in the sum of **PKR 5,385,120 (Pak Rupees Five Million Three Hundred Eighty-five Thousand One Hundred Twenty Only)** inclusive of all taxes and DDP (hereinafter called "the Contract Price").

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below: -
   *a)* PPRA EPADS V2.0 – Letter of Award;
   *b)* Pre-award Clarification;
   *c)* Tendered Schedule of Requirements/ Items/Lot Specification & Related Services of Goods;
   *d)* General Conditions of Contract and Special Condition of Contracts;
   *e)* Letter of Intent via NDRMF's Email; and
   *f)* Addendum etc (if applicable)

3. In consideration of the payments to be made by the Procuring Agency to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Procuring Agency to provide the Insurance coverage services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Service Provider in consideration of the provision of Service and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have executed the Contract under the laws of Islamic Republic of Pakistan on the date indicated above.

**PARTIES**

For and on behalf of **'The Procuring Agency/NDRMF'**

Name: **Mr. Amir Khan**
Designation: **Chief Executive Officer**
CNIC: 61101-1881119-3

For and on behalf of **'the Service Provider/ Ms. DMI ASSOCIATES**

Name: **Mian Muhammad Hashim Masood**
Designation: Managing Director
CNIC: **34201-7560194-9**

**WITNESSES**

Name: **Muhammad Asif**
Designation: **Manager Procurement**
CNIC: 37406-1641427-5

**Name:** Faheem Khalid Aleem
Designation:
CNIC: 61101-2593405-7

PB-RWP-98F3E5032EB41E9F

Outlook

## Letter of Intent - Letter of Intent – Annual Subscription at AI Platforms [4x (ChatGPT Pro) and 2x (Claude AI Max 20x)], Ref. No. 005/02/NatCat (EPADS V2 No. P45101)

**From** Tariq Akhtar <tariq.akhtar@ndrmf.pk>

**Date** Wed 19/08/2026 11:56 AM

**To** hashimmasood@hotmail.com <hashimmasood@hotmail.com>; haq@dmiassociates.pk <haq@dmiassociates.pk>; Hashim Masood <hmasood@dmiassociates.pk>

**Cc** Muhammad Asif <muhammad.asif@ndrmf.pk>; Asma Iftikhar <asma.iftikhar@ndrmf.pk>; Muhammad Qasim <muhammad.qasim@ndrmf.pk>; Muhammad Hashir Ilyas <hashir.ilyas@ndrmf.pk>; Badih Uz Zaman Haseeb <badih.haseeb@ndrmf.pk>

2 attachments (711 KB)

2. Form of Contract.docx; Contract Annexures.pdf;

**DMI Associates,**
H#14, Street 16, Fazaia Colony, Islamabad Highway,
Rawalpindi, Tel: 051-2251111-2, Fax: 051-2251110

Reference to your subject submitted e-Bid vide PPRA EPADS V2, which was decrypted dated 06-Jul-2026 followed by result announcement dated 29-July-2026,

2. NDRMF's Competent Authority has been pleased to accept subject award to **Ms. DMI Associates** against your e-Bid amounting to **PKR 5,385,120** inclusive of all taxes and DDP as per PPRA EPADS V2.0 terms & Conditions mentioned in the tender document, and in light of pre-award clarification (attached).

3. Pursuant to subject tender SCC Clause r/w GCC Clause F and in light subsequent uploaded bidder's clarification response; payment against contract price of PKR 5,385,120 will be made on monthly basis, amounting to PKR 448,760 inclusive of all taxes, subsequent upon successful subscription and acceptance by NDRMF against shared official email IDs.

4. In light of the above, *Ms. DMI Associates* is advised to acknowledge the receipt of this email and arrange non-judicial stamp papers duly issued for the purpose of Subscription of AI Accounts, executed between NDRMF (client) & *M/s DMI Associates* (the Service Provider), minimum of Rs. 3,000 for Contract agreement under Schedule 1- Clause 22-A(v) of Stamp Act 1899, besides, authorize a representative of firm for signing of the contract (as per format already shared via Bid Document) upon of receipt of this Letter of Intent vide email.

5. Form of Contract (for facilitation in arranging Stamp Papers) is attached. Kindly also insert date, name designation and CNIC of the authorized officer and one witness for signing. All other attached documents including this email of (Letter of Intent) shall be duly signed and stamp as it construes part of contract.

6. NDRMF's Point of contact for subject service delivery is DM (IT) – Mr. Muhammad Qasim, +92-051- 9108300, muhammad.qasim@ndrmf.pk.

# Letter of Award (LoA)

## Annual Subscription at AI Platforms [4x (ChatGPT Pro) and 2x (Claude AI Max 20x)]
## (Non-Consultancy Services)

National

Single Stage-One Envelope

*August 19, 2026 11:50 AM*

*,Deputy Manager Procurement*
*5th Floor EOBI House, G-10/4, Islamabad*
*Phone: +92-312-538-3175, Email: asma.iftikhar@ndrmf.pk*

**To:**
**DMI ASSOCIATES**

**Subject: LETTER OF AWARD(LOA) FOR "Annual Subscription at AI Platforms [4x (ChatGPT Pro) and 2x (Claude AI Max 20x)] *(P45101)*" ATNational Disaster Risk Management Fund (National Disaster Risk Management Fund)**

Kindly refer to your bid for the Annual Subscription at AI Platforms [4x (ChatGPT Pro) and 2x (Claude AI Max 20x)] in National Disaster Risk Management Fund (National Disaster Risk Management Fund). In this regard, it is to inform you that you have been declared as the most advantageous bidder for the following position(s):

**Lot(s)**

| # | Lot Name | Sub Total (PKR) |
|---|---|---|
| 1 | Annual Subscription at AI Platforms [4x (ChatGPT Pro) and 2x (Claude AI Max 20x)] | 5,385,120 |
| | **Grand Total** | **5,385,120** |

You are required to formally sign the Contract containing detailed terms and conditions by Tuesday, August 25, 2026. You may also be required to pay stamp duty as per applicable rate.

Please note that this letter is not a contract but an expression of our intent to enter into a contract with you. In case of failure to comply with the instructions as detailed in the preceding paragraph, the procuring agency reserves the right to cancel this LoI, and proceed to issue offer to the next most advantageous bidder.

National Disaster Risk Management Fund (National Disaster Risk Management Fund), Deputy Manager Procurement
5th Floor EOBI House, G-10/4, Islamabad
+92-312-538-3175
asma.iftikhar@ndrmf.pk

Outlook

## Re: Confirmation of Bid Price and Tax Applicability - Tender EPADS No. P45101 - Annual Subscription at AI Platforms [4x (ChatGPT Pro) and 2x (Claude AI Max 20x)]

**From** Hashim Masood <hmasood@dmiassociates.pk>
**Date** Tue 11/08/2026 12:10 PM
**To** Muhammad Asif <muhammad.asif@ndrmf.pk>
**Cc** Tariq Akhtar <tariq.akhtar@ndrmf.pk>; haq@dmiassociates.pk <haq@dmiassociates.pk>; Asma Iftikhar <asma.iftikhar@ndrmf.pk>

Dear Mr. Asif,

Thank you for your letter. In the interest of moving this procurement forward without further delay, we accept NDRMF's position on the applicable tax rate and will proceed on the basis advised by your tax consultants rather than the 5% rate originally cited.

We would request that the Letter of Award be issued at your earliest convenience so that delivery can commence. Please let us know if any revised documentation or pricing confirmation is needed from our side to facilitate issuance.

Regards,
Hashim Masood
Managing Director
DMI Associates

On 10-Aug-2026, at 12:38 PM, Muhammad Asif <muhammad.asif@ndrmf.pk> wrote:

Dear Mr. Hashim,

Thank you for your response. Your observations regarding the response timeline are noted.

The provision cited by your firm, Table 2, Serial No. 11 of the ICT (Tax on Services) Ordinance, 2001, relates specifically to services provided by software/IT-based system development consultants. The subject procurement is for software/AI platform subscriptions through a local vendor/reseller, not software development or IT system development consultancy services.

Accordingly, please provide the specific legal provision/classification establishing applicability of the 5% rate to the supply/resale of the subject software subscriptions by a local reseller by August 12, 2026.

NDRMF cannot accept the applicability of 5% based solely on the provision cited. The matter shall be considered by the Evaluation Committee upon receipt/examination of the relevant legal basis by you and as per the advice by our tax consultants.

Regards,
Muhammad Asif

**From:** Hashim Masood <hmasood@dmiassociates.pk>
**Sent:** Monday, August 10, 2026 11:52 AM
**To:** Tariq Akhtar <tariq.akhtar@ndrmf.pk>
**Cc:** hashimmasood@hotmail.com; haq@dmiassociates.pk; Muhammad Asif <muhammad.asif@ndrmf.pk>; Asma Iftikhar <asma.iftikhar@ndrmf.pk>
**Subject:** Re: Confirmation of Bid Price and Tax Applicability - Tender EPADS No. P45101 - Annual Subscription at AI Platforms [4x (ChatGPT Pro) and 2x (Claude AI Max 20x)]

Dear Mr. Tariq Akhtar,

Thank you for your email dated 06-Aug-2026 regarding tax applicability for the subject tender.

At the outset, we must record our strong reservation regarding the timeline given to respond. Your email was sent at 15:26hours with a same-day "COB today" deadline for confirmation on a matter with material financial and legal implications. This did not afford us reasonable time to review the tax position, consult our records, and revert with an informed response. A same-day turnaround on a matter of this nature is not a workable standard, and we would request that any future requests of this kind allow a minimum of 3-5 working days, consistent with standard procurement practice.

Turning to the substantive point: having reviewed the applicable law, we do not agree that the 15% ICT Sales Tax on Services rate applies to this procurement. Under Table 2 (Reduced Rate Services) of The Islamabad Capital Territory (Tax on Services) Ordinance, 2001 (as amended to date), Serial No. 11 specifically prescribes a reduced sales tax rate of 5% for "Software / IT-based system development consultants" (PCT Heading 9815.6000). The services being procured under this tender, being provision of AI/software platform subscriptions, fall squarely within this category.

Further, as we will not be claiming any input tax adjustment against this supply, we are, by law, required and entitled to charge sales tax at the reduced rate of 5%, not the standard rate of 15%. This is precisely the basis on which our original Price Schedule was prepared, and it was correct at the time of submission and remains correct now.

Accordingly, we respectfully do not accept the characterization in your email that 15% is the applicable rate. We reaffirm that our submitted bid price of PKR 5,385,120/- inclusive of 5% Sales Tax, as originally quoted, is the legally correct and compliant position under The Islamabad Capital Territory (Tax on Services) Ordinance, 2001, and no revision to the tax treatment is warranted.

With respect to the invoicing and payment modality outlined in your email, we confirm our acceptance of monthly invoicing against the subject contract, calculated as PKR 5,385,120/- ÷ 12 = PKR 448,760.00 per month, inclusive of all applicable taxes at the correct rate of 5% as set out above. We will invoice NDRMF on this monthly basis accordingly, subject to the tax treatment being correctly reflected as per our position above.

We would be glad to share supporting documentation on the tax classification and remain available to discuss further. Please let us know if NDRMF has a differing legal basis for applying 15% instead of the reduced rate under Table 2, Serial No. 11, so that we may review it accordingly.

We look forward to your response and to proceeding with the contract on the basis of our original, correctly taxed bid and the confirmed monthly invoicing arrangement above.

Best regards,
Mian M. Hashim Masood
Managing Director
DMI Associates

<image001.png>

On 06-Aug-2026, at 3:26 PM, Tariq Akhtar <tariq.akhtar@ndrmf.pk> wrote:

**ATT: Ms. DMI ASSOCIATES.**

Reference is made to your e-bid submitted against the subject tender. The Price Schedule (attached) submitted by your firm, Sales/Service Tax has been applied at the rate of **5%**, resulting in a total bid price of **PKR 5,385,120/-** inclusive of taxes. Accordingly, as per Final Evaluation Report your firm **Ms. DMI Associates** stands as Lowest Evaluated Bidder in EPADS V2.0.

**On the other hand, price input field in EPADS V2.0 indicates that Price Bid shall be inclusive of all applicable taxes, duties, and other statutory charges (Reference Attached).** Hence it is pertinent to note that the subject procurement constitutes a taxable service under the Islamabad Capital Territory (Tax on Services) Ordinance, 2001 and the applicable rate of ICT Sales Tax on Services is **15%.**

In view of the above, in order to proceed further in subject tender, you are requested to confirm, on or before COB today 06-Aug-2026, your acceptance of the following that; or otherwise,

1. That the applicable Sales/Service Tax on the subject procurement shall be treated as **15%**, and that your total bid price of **PKR 5,385,120 /-** shall remain unchanged and shall be deemed inclusive of the applicable **15% Sales/Service Tax** (irrespective of the submitted Price schedule indications of 5%),

2. Any invoicing and payment processing under the resultant contract shall be subject to the applicable tax laws and regulations in force at the time of payment.

3. Your firm shall execute the contract and deliver the required subscriptions/services against the **total ceiling bid price of PKR 5,385,120** and no financial implication beyond the quoted

bid price shall be admissible on account of application of the applicable 15% Sales/Service Tax.

**Additionally**, as per bidding document supplemented by clarifications, and in light of explicit prevailing modality of subject accounts subscription, you will be reimburse on monthly basis **(PKR 5,385,120 ÷ 12 = PKR 448,760.00 per month inclusive of all taxes).** Any appropriate permissible arrangements may be deemed shared to proceed accordingly.

This clarification is sought solely for the purpose of confirming your understanding and acceptance of the applicable tax treatment & concurrence on payment modalities and shall not be construed as permitting any revision or increase in the quoted bid price.

Your prompt response will be appreciated.

Regards,

**Tariq Akhtar – Assistant Manager Procurement**

<image.png>

National Disaster Risk Management Fund – NDRMF
5th Floor, EOBI House G-10/4, Islamabad
Tel: (00 92) (051) 910 8300 Ext: 417



<price-scdule-dmi-ndmr_1.pdf>
<EPADS Reference of Bid Prices.pdf>

## Required Services

**Lot Title :** Annual Subscription at AI Platforms [4x (ChatGPT Pro) and 2x (Claude AI Max 20x)]

**Bid Security :** 0

| Position | Delivery Schedule | Quantity |
|---|---|---|
| Annual Subscription of 4x (ChatGPT Pro) | **Address:** 5th Floor EOBI House, G-10/4, Islamabad<br>**Schedule:** within 10 days following signing of contract agreement<br>**Quantity:** 4 | 4 |
| Annual Subscription of 2x (Claude AI Max 20x) | **Address:** 5th Floor EOBI House, G-10/4, Islamabad<br>**Schedule:** within 10 days following signing of contract agreement<br>**Quantity:** 2 | 2 |

## Related Services :

No

## Services Specifications

**Lot Title :** Annual Subscription at AI Platforms [4x (ChatGPT Pro) and 2x (Claude AI Max 20x)]

**Position:** Annual Subscription of 4x (ChatGPT Pro)

**Specifications / Requirements:**
Annual Subscription of 4x (ChatGPT Pro) at NDRMF provided designated Email IDs

**Position:** Annual Subscription of 2x (Claude AI Max 20x)

**Specifications / Requirements:**
Annual Subscription of 2x (Claude AI Max 20x) at NDRMF provided designated Email IDs

## Scope of Work

**Annual Subscription at AI Platforms [4x(ChatGPT Pro) and2x(Claude AI Max 20x)] at NDRMF provided email IDs.**

# General Conditions of Contract

# A. General

1. **Definitions**

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. "Applicable Law" means the laws and any other instruments having the force of law in the Government's Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. "The Contract" means an agreement enforceable by law;

1.1.3. "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. "The Services" means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor's Bid;

1.1.5. "Ancillary Services" means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. "GCC" means the General Conditions of Contract contained in this section;

1.1.7. "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. "Day" means calendar day unless indicated otherwise;

1.1.9. "Effective Date" means the date on which this Contract comes into force and effect;

1.1.10. "The Contractor" means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. "The Project Site," where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. "Government" means the Government of Pakistan;

1.1.13. "Local Currency" means the currency of Pakistan;

1.1.14. "In Writing" means communicated in written form with proof of receipt;

1.1.15. "Completion Date" means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency;

1.1.17. “Party” means the Procuring Agency or the Contractor, as the case may be, and “Parties” means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Services.

2. **Applicable Law**

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. **Language**

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractorand the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC** . Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. **Notices**

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

5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in **SCC.**

6. **Authorized Representatives / Authority of Member in charge**

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the **SCC**.

# B. Commencement, Completion, Modification, and Termination of Contract

1. **Effectiveness of Contract**

1.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the **SCC.**

2. **Commencement of Services**

2.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC.**

3. **Program schedule**

3.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

4. **Starting Date/Expiration Date**

4.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.**

4.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC.**

5. **Entire Agreement**

5.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

6. **Modification**

6.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

6.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

7. **Force Majeure**

7.1. **Definition**
For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Contractor and which makes a Contractor's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

7.2. **No Breach of Contract**
The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

### 7.3. **Extension of Time**

Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### 7.4. **Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## 8. **Termination**

### 8.1. **By the Procuring Agency**

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

8.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

8.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

8.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

8.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

8.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

### 8.2. **By the Contractor**

The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

8.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

8.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

8.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

8.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

# C. Obligations of the Contractor

1. **General**

1.1. **Standard of Performance**

1.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

1.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

1.2. **Law Applicable to Services**
The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

2. **Conflict of Interests**

2.1. **Contractor Not to Benefit from Commissions and Discounts**
The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

2.2. **Contractor and Affiliates Not to be Otherwise Interested in Project**
The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

2.3. **Prohibition of Conflicting Activities**
Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

2.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

2.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

2.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC.**

3. **Insurance to be Taken Out by the Contractor**

3.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

4. **Contractor's Actions Requiring Procuring Agency's Prior Approval**

4.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

4.1.1. appointing such members of the Personnel not provided by the Contractor;

4.1.2. changing the Program of activities; and

4.1.3. any other action that may be specified in the **SCC.**

5. **Reporting Obligations**

5.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

6. **Liquidated Damages**

6.1. **Payments of Liquidated Damages**
The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC.** The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

6.2. **Correction for Over-payment**
If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC.**

6.3. **Lack of performance penalty**

If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

7. **Performance Guarantee**

7.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC.**

7.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

7.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

8. **Sustainable Procurement**

8.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC.**

# D. Contractor's Personnel

1. **Description of Personnel**

1.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

2. **Removal and / or Replacement of Personnel**

2.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

2.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

2.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## E. Obligations of the Procuring Agency

1. **Change in the Applicable Law**

1.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the **SCC.**

2. **Services and Facilities**

2.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

2.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

## F. Payments to the Contractor

1. **Contract Price**

1.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the **SCC**.

2. **Terms and Conditions of Payment**

2.1. Payments will be made to the Contractor according to the payment schedule stated in the **SCC** and as per actual invoice submitted by the Contractor.

2.2. Unless otherwise stated in the **SCC**, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the **SCC.** Any other payment shall be made after the conditions listed in the **SCC** for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

3. **Quality Control Identifying Defects**

3.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the **SCC.** The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the **SCC**.

4. **Correction of Defects, and Lack of Performance Penalty**

4.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

4.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

4.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

5. **Settlement of Disputes Amicable Settlement**

5.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

6. **Dispute Settlement**

6.1. **Arbitration**

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.

# Special Conditions of Contract

## *SECTION VIII. SPECIAL CONDITIONS OF CONTRACT*

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

**Number of GC Clause**

**Amendments of, and Supplements to, Clauses in the General Conditions of Contract**

**Definitions**

**The Procuring Agency is:** National Disaster Risk Management Fund (National Disaster Risk Management Fund), Manager Procurement5th Floor EOBI House, G-10/4, Islamabad

**The Supplier is:**

**The title of the subject procurement is: Annual Subscription at AI Platforms [4x (ChatGPT Pro) and 2x (Claude AI Max 20x)]**

**Number of GC Clause 2**

**Applicable/Governing Law:**

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

**Number of GC Clause 3**

**Language:**

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**

**Number of GC Clause 4**

**Notices:**

**The addresses for the notices are:**

Procuring Agency:

National Disaster Risk Management Fund (National Disaster Risk Management Fund),

Manager Procurement
5th Floor EOBI House, G-10/4, Islamabad
+92-51-9108300
muhammad.asif@ndrmf.pk

Contractor/ Bidder:

DMI Associates,
H#14, Street 16, Fazaia Colony, Islamabad Highway,
Rawalpindi
Tel: 051-2251111-2, Fax: 051-2251110

**Number of GC Clause 6.1**

**The Authorized Representatives are:**

**For the Procuring Agency:**

National Disaster Risk Management Fund (National Disaster Risk Management Fund), Deputy Manager IT
5th Floor EOBI House, G-10/4, Islamabad
+92-51-9108300
muhammad.qasim@ndrmf.pk

**For the Bidder:**
DMI Associates H#14, Street 16,

Fazaia Colony, Islamabad Highway,

Rawalpindi

Tel: 051-2251111-2, Fax: 051-

2251110

**Number of GC Clause 7**

**Effectiveness of the contract**

The Contractor/Bidder shall be effective from the date of signature of the Contract by both parties

**Number of GC Clause 8**

**Commencement of Contract:**

The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.

**Number of GC Clause 10.2**

**Expiration of Contract:**

The time period shall be one year

**Number of GC Clause 14**

**Termination**

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Servicestill the time of alternate arrangements.

**Number of GC Clause 16**

**Conflict of Interest:**

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing services due to a conflict of a nature described in Clause GCC C2.

**Number of GC Clause 20**

**Liquidated Damages**

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.10%** to **5.00%**of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

**Number of GC Clause 21**

**Performance Guarantee:**

The amount of performance guarantee shall be 0%of the contract price in acceptable form of Nil

**Number of GC Clause 27**

**Currency of Payment:**

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

**Number of GC Clause F**

**Payment terms:**

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

**Number of GC Clause F**

**Identifying Defects:**

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

## Delivery & Documents

Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;

**Number of GC Clause F 5 &6**

**Following is the guidance for Dispute Resolution**

1. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.

2. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.

3. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.

4. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.

5. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

**Arbitrator's fee:**

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties.

**Appointing Authority for Arbitrator:**

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

**Rules of procedure for arbitration proceedings:**

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

**Place of Arbitration and Award:**

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.