

E-STAMP
(Islamabad Capital Territory)



ICT-2FDFF1F8F7E7BCFC
PSID-1012300032639053840
Rs 3,000/-
Three Thousand Rupees Only

Deed Name	: AGREEMENT OR MEMORANDUM OF AN AGREEMENT - 5(ccc)
First Party	: Muhammad Amjad [3640162341587]
Second Party	: Muhammad Rafiq [8220347201973]
Recipient	: Muhammad Amjad [36401-6234158-7]
Issue Date	: 21-Sep-2026, 01:13:05 PM
Stamp Duty Paid by	: Muhammad Amjad [3640162341587]
Paid Through Challan	: 2026150D79B2D432



21 SEP 2026

Please Write Below This Line

Form of Contract

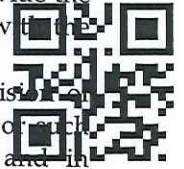
THIS AGREEMENT number 004/40/IT (EPADS V2 No. P64262) made on **21st September 2026**, between **National Disaster Risk Management Fund (NDRMF)**, having its office located at Floor No. 5, EOBI Building, Plot/Block 33-34, Mauve Area Near NADRA Office, G 10/4, Islamabad (hereinafter called "the Procuring Agency") on the one part and **M/s Relacom Services Pvt Ltd**, situated at 2nd Floor, ACE Venture, E11/2, Northern Commercial Service Road, Plot No. 39, FECHS, E-11/2, Islamabad. (hereinafter called "the Supplier") on the other part.

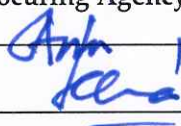
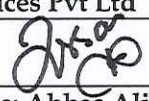
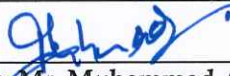
WHEREAS the Procuring Agency invited e-bids vide PPRA EPADS V2.0 for *Supply, Installation & Configuration of NAS (Network Attached Storage) and Related Services* and has accepted a Bid by the Supplier ibid for *Supply, Installation & Configuration of NAS (Network Attached Storage) and Related Services* for the total sum of **PKR 2,644,026/-** (Pakistani Rupees Two Million Six Hundred Forty Four Thousand Twenty Six only) inclusive of all taxes & DDP, (hereinafter called "the Contract Price").

NOW THIS CONTRACT 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) This form of Contract;
 - (b) Procuring Agency LOI vide Email & PPRA EPADS V2.0 LOA
 - (c) the Price Schedule submitted by the Supplier;
 - (d) Scope of Work;
 - (e) Annexed Performance Security & Payment Clauses;
 - (f) the Special Conditions of Contract; and
 - (g) the General Conditions of the Contract;
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the NAS and related 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 Supplier in consideration of the provision of the NAS and related services 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 caused this Contract to be executed in accordance with their respective laws the day and year first above written.



For and on behalf of 'Procuring Agency/NDRMF'	For and on behalf of 'Supplier/Ms. Relacom Services Pvt Ltd
	
Name: <u>Mr. Amir Khan</u> Designation: <u>Chief Executive Officer</u> CNIC: <u>61101-1881119-3</u>	Name: <u>Abbas Ali Mirza</u> Designation: <u>Chief Executive Officer</u> CNIC: <u>42201-7858179-9</u>
<u>WITNESSES</u>	
	
Name: <u>Mr. Muhammad Asif</u> Designation: <u>Manager Procurement</u> CNIC: <u>37406-1641427-5</u>	Name: <u>Sajid Anwar</u> Designation: <u>Chief Commercial Officer</u> CNIC: <u>37405-7200882-7</u>



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21 SEP 2026



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Annexures to Contract



Letter of Award (LoA)

Supply, Installation & Configuration of NAS (Network Attached Storage)
and Related Services
(Goods)

National

Single Stage-One Envelope

September 16, 2026 03:11 PM

,Manager

5th Floor, EOBI House, G-10/4.

Phone: +92-321-400-4044, Email: muhammad.asif@ndrmf.pk



To:
RELACOM SERVICES (PRIVATE) LIMITED

Subject: LETTER OF AWARD (LOA) FOR "Supply, Installation & Configuration of NAS (Network Attached Storage) and Related Services (P64262)" ATNational Disaster Risk Management Fund (National Disaster Risk Management Fund (NDRMF))

Kindly refer to your bid for the Supply, Installation & Configuration of NAS (Network Attached Storage) and Related Services in National Disaster Risk Management Fund (National Disaster Risk Management Fund (NDRMF)). In this regard, it is to inform you that you have been declared as the most advantageous bidder for the following item(s):

Individual Item(s)

#	Item Name	Quantity	Unit Price (PKR)	Sub Total (PKR)
1	Supply, Installation & Configuration of NAS (Network Attached Storage) and Related Services <i>UNSPSC: Network attached storage NAS device (Code: 43201835)</i> <i>Brand: Synology</i> <i>Model: Synology Rackstation RS1226RP+</i>	1 Qty	2644026.00	2,644,026
	Grand Total			2,644,026

As per SCC Clause of the bidding documents, you are required to provide a Performance Guarantee in the form of **Pay Order/ Banker's Cheque/ Call at Deposit/ Bank Guarantee/ Demand Draft** amounting **PKR 79,320.78 /-** i.e. **3.00%** of the total contract value in the name of **National Disaster Risk Management Fund** by Tuesday, September 22, 2026 in the office of the undersigned, and formally sign the Contract containing detailed terms and conditions. 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 (NDRMF)), Manager
5th Floor, EOBI House, G-10/4.
+92-321-400-4044
muhammad.asif@ndrmf.pk





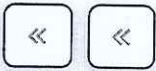
Ministry of Planning, Development & Special Initiatives

 National Disaster Risk Management Fund (Committee Member)

Ms. Asma Iftikhar Deputy Manager



Vendor Bids



Procurement Information

Procurement Information

-  Supply, Installation & Configuration of NAS (Network Attached Storage) and Related Services
-  P64262
-  National
-  Goods
-  Open Competitive Bidding
-  Single Stage-One Envelope
-  Wednesday, July 29, 2026 03:30 PM

Procuring Agency Information

-  Mr. Muhammad Asif
-  Manager
-  National Disaster Risk Management Fund (NDRMF)
-  National Disaster Risk Management Fund
-  +92-321-400-4044
-  muhammad.asif@ndrmf.pk
-  5th Floor, EOBI House, G-10/4.



RELACOM SERVICES (PRIVATE) LIMITED

Registered Vendor



 Vendor Info

View Profile ↗

 Eligible



ORIGIN

National



EMAIL

bukhtawar.memon@relacom.com.pk



PHONE

+92-345-826-6621



BUSINESS TYPE

Company (Private Limited)

Items Without Lots

Supply, Installation & Configuration of NAS (Network Attached Storage) and Related Services

Address: 5th Floor, EOBI House, G-10/4., Islamabad Capital Territory

Schedule: within 90 days following signing of contract agreement Quantity: 1 / Qty

Bid Amount (PKR): 2,644,026 Bid Security (PKR): 75,000 Qty: 1

 View Specs

Proceed To Next Step



Items/Lots

Items Without Lots :

Item	UNSPSC	Delivery Schedule	Quantity	Bid Security	Warranty
Supply, Installation & Configuration of NAS (Network Attached Storage) and Related Services	Network attached storage NAS device	Address: 5th Floor, EOBI House, G-10/4., Islamabad Capital Territory Schedule: within 90 days following signing of contract agreement Quantity: 1/Qty	1/Qty	75000 PKR	3 Years



Related Services of Goods:

Yes

Item	UNSPSC	Related Services
Supply, Installation & Configuration of NAS (Network Attached Storage) and Related Services	Network attached storage NAS device	Basic Training and One year remote after sale support



Items/Lot Specification

Items Without Lots :

Item: Supply, Installation & Configuration of NAS (Network Attached Storage) and Related Services

UNSPSC: Network attached storage NAS device

Specifications / Requirements:

General Specification	Definition / Expectation
Model & Form Factor	Rackmount (e.g. 2U)
Primary Purpose	Backup of the Different Apps, Devices and File Servers
CPU / Processor	AMD Ryzen 4-Core 2.2 GHz or equivalent, 64 bits, AES-NI support
Memory	Minimum 8 GB ECC DDR4 RAM,expandable to 32 GB
Front Bays / Expansion Options	Hot-swappable SATA bays upto 8
Storage Type	3.5 inch Sata HDD, must be same brand as of NAS
Useable Storage	Minimum 22 TB Storage capacity
Storage Scalability	Potential maximum capacity per volume 108TB
Supported RAID Levels	Basic, JBOD, RAID 0, 1, 5, 6, 10 supported (Raid 5 Preferably)
Rail Kit	RailKit Pair for 2U Rackmount



General Specification	Definition / Expectation
Network Connectivity	LAN Port: 4x RJ-45 1GbE with link aggregation & failover USB Ports: 2 x USB 3.0 1 x PCI Gen3 X8 Expansion Slot 1 x eSATA port
PCIe Expansion	Slot for additional NICs or SSD cache board
External Ports	USB (Type-A, preferably USB 3.x), eSATA
Performance Metrics	Sequential throughput and IOPS
File System Support	Common file systems (EXT4, Btrfs), both internal and external
File Protocols	SMB, AFP, NFS, FTP, WebDAV, Rsync
ACL	Windows Access Control List (ACL) Integration
Software Feature Set	Snapshot, backup, virtualization, clustering, surveillance must be supported
AI Console	Centralize AI management with flexible configurations for AI model integration, user access control, data privacy, usage policies, and resource allocation
Redundancy (Power / HA)	Dual power supplies and high-availability options
Power Consumption	Typical and low-usage modes (e.g., idle or hibernation)
Cooling & Noise	Fans and typical noise level (dB)
Certifications / Compliance	Industry standard approvals (e.g., CE, FCC, RoHS)
Operating System	Embedded NAS OS with GUI, remote access, package support
Management Interface	Web-based GUI with multi-user support

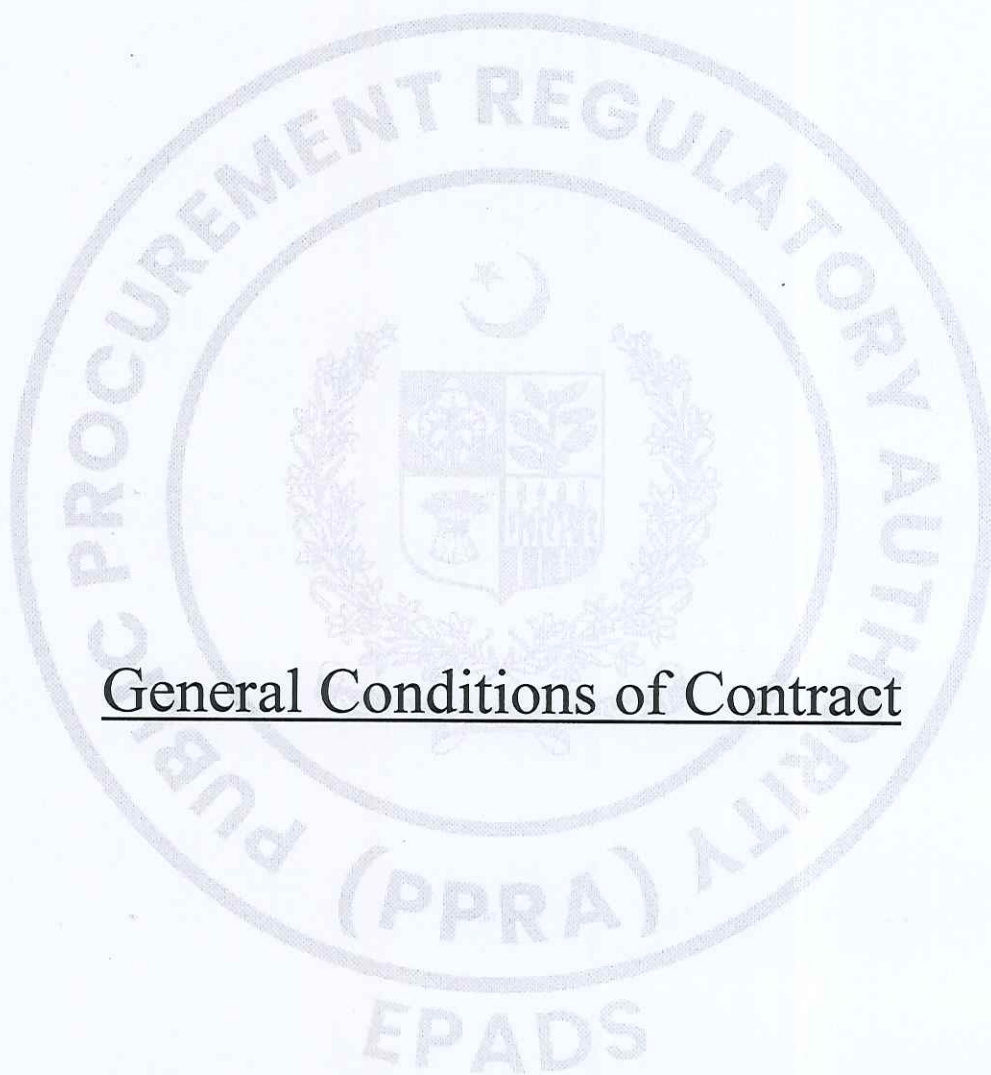


General Specification	Definition / Expectation
User / Group Management	LDAP, AD/Domain integration, quota assignment
Security Features	Firewall, IP blocking, 2FA, HTTPS, SMB encryption, antivirus integration
Snapshot Replication	Point-in-time snapshots for folders and LUNs
Backup & Recovery	Multi-version backup, bare-metal restore, cloud integration
Virtualization Support	Compatible with VMware, Hyper-V, Citrix; Virtual Machine hosting
Cloud Sync / Integration	Sync with cloud services like Google Drive, Dropbox, S3, Azure
Surveillance Support	IP camera integration, NVR software, recording licenses
SSD Cache Support	SSD read/write caching to boost performance
Expansion Unit Compatibility	Scalable via official expansion units
Logging / Monitoring	SNMP, email alerts, usage reports
Access Protocols	CIFS/SMB, AFP, NFS, FTP, SFTP, WebDAV
Mobile & Desktop Apps	File access, sync, surveillance, backup tools
Energy-Saving Features	HDD hibernation, scheduled power on/off, smart cooling
Noise and Vibration Control	Vibration-reducing chassis and fan tuning
Environmental Compliance	RoHS, energy efficiency, recyclable packaging
Installation & Configuration	Complete Supply, Installation, Configuration
Warranty	3 Year Warranty
Training	Basic training for NAS



General Specification	Definition / Expectation
Support Note: Cost if any of Basic Training & one year remote support to be incorporated in Product Price	Remote Support for 1 Year must be provided





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

- a. "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;
- b. "Procuring Agency" means:-
 - a. any Ministry, Division, Department or any Office of the Government;
 - b. any authority, corporation, body or organization established by or under a Law or which is owned or controlled by the Government;
- c. "The Contract" means an agreement enforceable by law;
- d. "The Contract Price" means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations;
- e. "Ancillary Services" means those services ancillary to the provision of Goods, 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 Bidder covered under the Contract;
- f. "GCC" means the General Conditions of Contract contained in this section;
- g. "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- h. "Day" means calendar day unless indicated otherwise.
- i. "Effective Date" means the date on which this Contract comes into force and effect.
- j. "The Bidder" means the individual or corporate body whose Bids to provide the Goods has been accepted by the Procuring Agency;
- k. "The Project Site," where applicable, means the place or places named in Bids Data Sheet and technical Specifications;
- l. "Government" means the Government of Pakistan;
- m. "Subcontractor" means any entity to which the Bidder subcontracts any part of the Goods.
- n. "Service" means any object of procurement other than goods or works;
- o. "Party" means the Procuring Agency or the Bidder, as the case may be, and "Parties" means both of them;
- p. "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency;



- q. "Completion Date" means the date of completion of the contract by the Bidder as certified by the Procuring Agency;
- r. "In Writing" means communicated in written form with proof of receipt;
- s. "Local Currency" means the currency of Pakistan;

2. Application and Interpretation

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

2.2 In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.

3. Applicable Law

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

4. Governing Language

4.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Bidder and 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.

5. Notices

5.1 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.

6. Delivery/Location

6.1 The Goods shall be delivered to such locations as the Procuring Agency may approve and as specified in SCC.

7. Authorized Representatives / Authority of Member in charge

7.1 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 Bidder may be taken or executed by the officials specified in the SCC.

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

8. Effectiveness of Contract

8.1 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.



9. Commencement of Services

9.1 The Bidder 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.

10. Program

10.1 Before commencement of the Services, the Bidder 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.

11. Starting Date/Expiration Date

11.1 The Bidder 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.

11.2 Unless terminated earlier pursuant to Clause **GCC 15** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

12. Entire Agreement

12.1 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.

13. Modification

13.1 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 Bids for modification or variation made by the other Party.

13.2 In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.

14. Force Majeure

14.1 Definition

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

14.2 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.

14.3 Extension of Time

Any period within which a Party 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.

14.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder 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.

15. Termination

15.1 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 Bidder 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);

- a. If the Bidder fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;
- b. If the Bidder becomes (or, if the Bidder 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;
- c. If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings;
- d. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- e. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

15.2 By the Bidder

The Bidder 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.

- a. If the Procuring Agency fails to pay any money due to the Bidder pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Bidder that such payment is overdue.
- b. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- c. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration.
- d. 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 Bidder's notice specifying such breach.

C. Obligations of the Bidder

16. General

16.1 Standard of Performance

1. The Bidder shall deliver the product 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 Bidder 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.

16.2 Law Applicable to Goods

The Bidder shall deliver the goods 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.

17. Conflict of Interests

17.1 Bidder Not to Benefit from Commissions and Discounts.

The remuneration of the Bidder shall constitute the Bidder's sole remuneration in connection with this Contract or the Services, and the Bidder 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 Bidder 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.

17.2 Bidder and Affiliates Not to be Otherwise Interested in Project

The Bidder agree that, during the term of this Contract and after its termination, the Bidder and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Goods for any project resulting from or closely related to the Services.

17.3 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:

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

18. Confidentiality

18.1 Except with the prior written consent of the Procuring Agency, the Bidder and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

19. Insurance to be Taken Out by the Bidder

19.1 The Bidder(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, loss or damage, 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.

20. Bidder's Actions Requiring Procuring Agency's Prior Approval

20.1 The Bidder shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Personnel not provided by the Bidder;
- (b) changing the Program of activities; and
- (c) any other action that may be specified in the SCC.

21. Reporting Obligations

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

22. Liquidated Damages

22.1 If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in SCC. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to **GCC Clause 15**.

22.2 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 Bidder by adjusting the next payment certificate. The Bidder shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC.

22.3 Lack of performance penalty

If the Bidder 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 Bidder. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the SCC.

23. Performance Guarantee

23.1 Within Seven (07) days from the issuance of acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape of _____ at the discretion of the PA in the amount **specified in SCC**. In case the amount of Bids security is equal or greater than

23.2 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.

23.3 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.

23.4 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.

24. Fraud and Corruption

24.1 The Procuring Agency requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

25. Sustainable Procurement

25.1 The Bidder shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

D. Bidder's Personnel

26. Description of Personnel

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

27. Removal and/or Replacement of Personnel

27.1 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 Bidder, it becomes necessary to replace any of the Key Personnel, the Bidder shall provide as a replacement a person of equivalent or better qualifications.

27.2 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 Bidder 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.

27.3 The Bidder 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

28. Assistance and Exemptions

28.1 The Procuring Agency shall use its best efforts to ensure that the Government shall provide the Bidder such assistance and exemptions as specified in the SCC.

29. Change in the Applicable Law

29.1 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 related Services rendered by the Bidder, then the remuneration and reimbursable expenses otherwise payable to the Bidder 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.

30. Services and Facilities

30.1 The Procuring Agency shall make available to the Bidder and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described , at the times and in the manner specified in the SCC or terms of reference.

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

F. Payments to the Bidder

31. Contract Price

31.1 The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC. Prices charged by the Supplier for Goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its Bid.

32. Terms and Conditions of Payment

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

32.2 Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Bidder 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 Bidder have submitted an invoice to the Procuring Agency specifying the amount due.

33. Currency of Payment

33.1 Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

G. Quality Control

34. Identifying Defects

34.1 The principle and modalities of Inspection of the Goods by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Bidder's performance and notify him of any Defects that are found. Such checking shall not affect the Bidder's responsibilities. The Procuring Agency may instruct the Bidder 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.

35. Correction of Defects, and

Lack of Performance Penalty



35.1 The Procuring Agency shall give notice to the Bidder 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.

35.2 Every time notice a Defect is given, the Bidder shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

35.3 If the Bidder 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 Bidder will pay this amount, and a Penalty for Lack of Performance.

36. Taxes and Duties

36.1 A Supplier shall be entirely responsible for all taxes, duties, fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

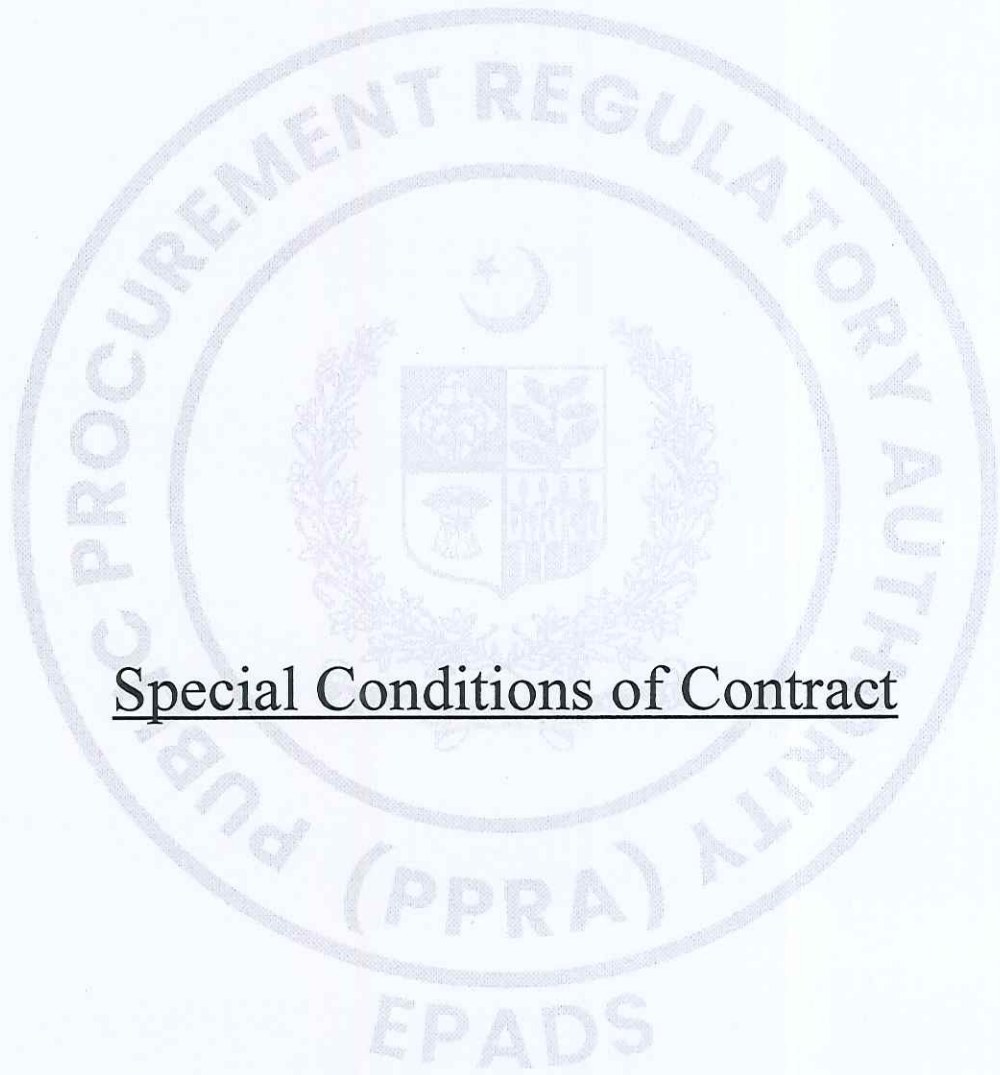
H. Settlement of Disputes

37. Alternate Dispute Resolution

37.1 The disputes between the parties to the contract may be settled in accordance with Public Procurement Rules, 2004.

37.2 The procuring agency shall refer the matter to the Chief Justice Islamabad High Court or Managing Director PPRA or the Secretary Ministry of Law & Justice for appointment of Arbitrator.

37.3 The fee for the Arbitrator shall be specified in Pak Rupees as determined by the appointing authority which shall be borne and shared equally by the contracting parties.



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

Number of GC Clause 1

Definitions

The Procuring Agency is: National Disaster Risk Management Fund (National Disaster Risk Management Fund (NDRMF)), Manager 5th Floor, EOBI House, G-10/4., Islamabad Capital Territory

The Supplier is:

The title of the subject procurement is: Supply, Installation & Configuration of NAS (Network Attached Storage) and Related Services

Number of GC Clause 3

Applicable/Governing Law:

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

Number of GC Clause 4

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 5

Notices:

The addresses for the notices are:

Procuring Agency:

National Disaster Risk Management Fund (National Disaster Risk Management Fund (NDRMF)), Manager 5th Floor, EOBI House, G-10/4., Islamabad Capital Territory
+92-321-400-4044
muhammad.asif@ndrmf.pk

Contractor/ Bidder:

M/s Relacom Services Pvt Ltd,
2nd Floor, ACE Venture, Northern Commercial Service Road,
Plot No. 39, FECHS, E-11/2, Islamabad, bukhtawar.memon@relacom.com.pk

Number of GC Clause 7.1

The Authorized Representatives are:

For the Procuring Agency:

National Disaster Risk Management Fund (National Disaster Risk Management Fund (NDRMF)), Deputy Manager (IT) 5th Floor, EOBI House, G-10/4., Islamabad Capital Territory
+92-519108300
muhammad.qasim@ndrmf.pk

For the Bidder:

M/s Relacom Services Pvt Ltd,
2nd Floor, ACE Venture, Northern Commercial Service Road,
Plot No. 39, FECHS, E-11/2, Islamabad, ali.abbas@relacom.com.pk

Number of GC Clause 8

Effectiveness of the contract

Number of GC Clause 9

Commencement of Contract:

Number of GC Clause 11.2

Expiration of Contract:

Number of GC Clause 15

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 Goods till the time of alternate arrangements.

Number of GC Clause 17

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 goods or services due to a conflict of a nature described in Clause GCC 17.

Number of GC Clause 22

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 3.00%** 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 23

Performance Guarantee:

The amount of performance guarantee shall be **3.00%** of the contract price in acceptable form of **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft**

Number of GC Clause 32

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 33

Currency of Payment:

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

Number of GC Clause 34

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.

Inspections & Tests Requirements

For the Country of Origin as quoted by the Supplier (Certificate from manufacturer)

For successful operation at site after complete installation, testing and commissioning of the equipment (Installation, Testing and Commissioning Report by Procurement Committee / Inspection Team)

Delivery & Documents

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

Manufacturer's or Supplier's Valid Warranty Certificate;

Number of GC Clause 37

Following is the guidance for Dispute Resolution

- i. 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.

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

iii. 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.

iv. 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.

v. 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.

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.



Additional Forms and Documents



SSC Clause of the Bidding Document related to Performance Security, shall be replaced with following Clause;

The Bid Security submitted by the Successful Bidder shall, upon award of the Contract, be converted into and retained as the Performance Security. The Performance Security shall be released upon issuance of the Certificate of Substantial Completion by the Procuring Agency's designated Point of Contact (PoC) under the Contract.

Notwithstanding the above, the Procuring Agency shall retain an amount equivalent to five percent (5%) of the Contract Price from the payment claim submitted upon Substantial Completion as retention money. Such retention money shall be released upon the successful completion of the One (01) year of after sale remote support Period, subject to the supplier having duly remedied all defects and fulfilled all obligations under the Contract

Related Information:

Bid Security/ Performance Security shall be in the name of "National Disaster Risk Management Fund".

NDMRF NTN is 8949176.

RSTN/FTN not applicable.

NOTE: Bidders are required to upload Bid Security instrument scan version on EPADS while submit original instrument in properly sealed and marked envelop to Manager Procurement, NDRMF, 5th Floor EOBI House, G-10/4, Islamabad. No other document in hard form is required.

SSC Clause of the Bidding Document related to Payment Terms, shall be replaced with following Clause;

Ninety-five percent (95%) of the Contract Price shall be paid in PKR within thirty (30) days of receipt of a duly signed and stamped GST invoice for the Contract Price, supported by the Substantial Completion Certificate issued by NDRMF's designated Point of Contact (POC), confirming successful delivery, acceptance, and completion of all related services in accordance with the Contract.

The remaining five percent (5%) of the Contract Price shall be retained by NDRMF as retention money and shall be released in PKR within thirty (30) days of receipt of the Supplier's written request, following the issuance of the Final Completion Certificate by the authorized representative of NDRMF after the successful completion of the one (01) year After-Sales Remote Support Period, provided that the Supplier has remedied all defects and fulfilled all obligations under the Contract.



Account Payee only

HABIB METROPOLITAN BANK LTD.

IBB - E-11 -Islamabad

Branch Code : 64

P.O No. 17905406

Stationery/Ref. No. 17905406

Date : 13/08/2016

PKR ***75,000.00***

TEAR OFF HERE

Pay to NATIONAL DISASTER RISK MANAGEMENT FUND . or Order

Ruppes seventy five thousand only



Please do not write below this line

[Signature]

Signatory
Attorney No.

[Signature]

Signatory
Attorney No.

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