

**E-STAMP
(GOVERNMENT OF PUNJAB)**



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Three Thousand Rupees Only

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First Party
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Issue Date
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: AGREEMENT OR MEMORANDUM OF AN AGREEMENT -- 5(ccc)
: Trillium Information Security System [365021671202
: NDRMF [3650216712029]
: Faisal Iqbal [36502-1671202-9]
: 24-Jun-2026, 03:59:57 PM
: NDRMF [3650216712029]
: 2026FFC3289BD997



Please Write Below This Line

FORM OF CONTRACT

THIS AGREEMENT No. 004/4/IT (EPADS No.P24350) made on **June 24, 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 Client", "the Procuring Agency") on the one part and **M/s Trillium Information Security Systems (Pvt) Ltd**, situated at *9th Floor, AWT Plaza, 5-The Mall, Rawalpindi* (hereinafter called "the Service Provider") on the other part.

WHEREAS the Client invited bids for *Hiring Services for Vulnerability Assessment & Penetration Testing (VAPT) Services* and has accepted *Ms. Trillium Information Security Services (Pvt) Ltd* for *Vulnerability Assessment & Penetration Testing (VAPT) Services* in the sum of **PKR 1,495,000** inclusive of all taxes (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) This form of Contract;
 - b) Schedule of Requirement, Services Specification of the Bidding document;
 - c) EPADS V2.0 submitted Price Schedule;
 - d) Non-Disclosure & Information Security Agreement (VAPT Services) Clauses
 - e) Special Condition of Contracts, and General Conditions of Contract;
 - f) Letter of Intent
 - g) Addendum (if applicable);



3. Taking into account payments to be made by the Client to the Service Provider as hereinafter mentioned, the Service Provider hereby concludes an Agreement with the Client to execute and complete the provision of services under the Contract and remedy any shortcomings therein in conformity with the provisions of the Contract.

4. The Client hereby covenants to pay, in consideration of the acceptance of Contract, provision of services and remedying of shortcomings therein, the Contract Price in accordance with Payment Conditions 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 'Client/NDRMF'

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

Signature: _____

For and on behalf of 'the Service Provider /
M/s Trillium Information Security Systems
(Pvt) Ltd

Name: Mahir Mohsin Sheikh
Designation: Chief Executive Officer
CNIC: 61101-6425619-3

Signature: _____

WITNESSES

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

Signature: _____

Name: Ammar Arshad
Designation: CFO
CNIC: 37405-9924908-3

Signature: _____



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Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
Vulnerability Assessment & Penetration Testing (VAPT) Services, complete in all respect as per scope of work/service	Address: 5th Floor, EOBI House, G-10/4., Islamabad Capital Territory Schedule: within 90 days following signing of contract agreement Quantity: 1	1	0

Related Services :

No

Services Specifications



Positions Without Lots :

Position: Vulnerability Assessment & Penetration Testing (VAPT) Services, complete in all respect as per scope of work/service

Specifications / Requirements:

As per Scope of Work/Service of the Bidding Document

Scope of Work

SCOPE OF SERVICE

Vulnerability Assessment & Penetration Testing (VAPT) Services

1. Introduction

The National Disaster Risk Management Fund (NDRMF) invites qualified and experienced cybersecurity service providers to submit proposals for conducting comprehensive Vulnerability Assessment and Penetration Testing (VAPT) across its IT infrastructure, applications, and systems.

2. Objectives

The objective of this engagement is to identify security weaknesses, evaluate the current security posture, and recommend mitigation strategies to safeguard NDRMF's digital assets and sensitive information.

3. Scope of Work

NDRMF has two data centers (Primary and Secondary), based in Islamabad. Addresses are as under: -



Primary Data Center Address: 1st Floor SINES Building, H-12 Campus, NUST

Secondary Data Center Address: 5th Floor EOBI house G-10/4, Islamabad.

The Service Provider will conduct VAPT on the following components:

- 1. External & Internal Network Infrastructure
- 2. Web Applications
- 3. Servers, Databases, and Operating Systems
- 4. Email Server (Microsoft Office 365)
- 5. Firewalls, Routers, Switches, and Security Devices
- 6. Wired/Wireless Networks
- 7. Endpoints and Workstations

Devices and Applications Detail for VAPT

S.No.	Scope Item	Quantity	Details
1	Web/Mobile Applications	1	natcat.ndrmf.pk, careers.ndrmf.pk, sap.ndrmf.pk, v2-natcat.ndrmf.pk, dashboards.ndrmf.pk



S.No.	Scope Item	Quantity	Details
2	Network Devices (Routers, Switches, Firewalls etc	12	WLC (2) and APs (10)
		14	Switches
		3	Routers
		3	Firewalls
		10	Miscellaneous Devices
3	Servers (Linux/Windows)	15	High Critical Server Machines
		5	Web Servers
		1	Email Server (MS Office 365)
		5	Application Servers
		5	DB Servers
		1	Active Directory
4	Host (End Users)	35	End users Laptops

4. VAPT Methodology

The Service Provider must follow structured methodologies:



1. Reconnaissance
2. Vulnerability Scanning
3. Manual Verification
4. Exploitation (Controlled & Safe)
5. Post-Exploitation
6. Reporting & Recommendations
7. Type of Testing (Black and Grey)
8. Testing mode will be hybrid (Online and On-premises)

5. Legal & Compliance Requirements

The Service Provider must:

- Sign an NDA - non-disclosure agreement
- Ensure no data leakage or service disruption
- Follow secure, authorized testing practices
- Provide list of tools and techniques used

6. Deliverables

The Service Provider shall provide the following:

6.1 Pre-Engagement Documents

1. Testing Plan
2. Rules of Engagement (RoE)
3. Timeline & Schedule

6.2 VAPT Reports

1. Vulnerability Assessment Report (Technical)
2. Penetration Testing Report
3. Executive Summary Report
4. Risk Assessment Matrix
5. Remediation Roadmap

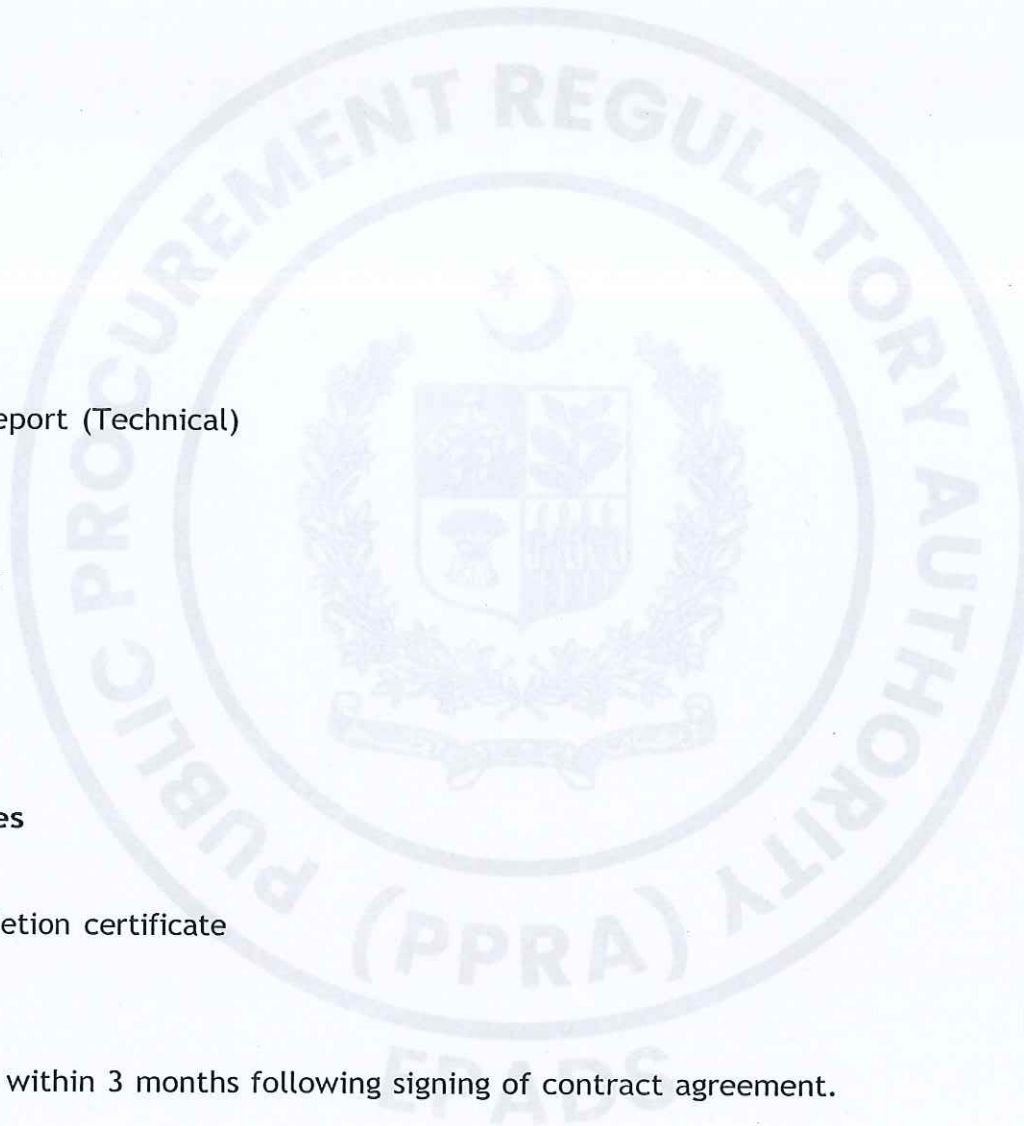
6.3 Post-Testing Deliverables

1. Certificate of Closure/completion certificate

7. Timeline

Assignment shall be completed within 3 months following signing of contract agreement.

8. Payment



The Service Provider shall provide the following:

6.1 Pre-Engagement Documents

1. Testing Plan
2. Rules of Engagement (RoE)
3. Timeline & Schedule

6.2 VAPT Reports

1. Vulnerability Assessment Report (Technical)
2. Penetration Testing Report
3. Executive Summary Report
4. Risk Assessment Matrix
5. Remediation Roadmap

6.3 Post-Testing Deliverables

1. Certificate of Closure/completion certificate

7. Timeline

Assignment shall be completed within 3 months following signing of contract agreement.

8. Payment

Hundred (100) percent payment against the services delivered, received and accepted, shall be made within Thirty (30) days of submission of claim supported by a copy of the General Sales Tax (GST) invoice showing the amount of sales tax have been submitted along with the invoice, supplemented by deliverables reports & certificates. Incase GST is not applicable on the Services to be procured, the suppliershall provide documentary evidence to the said effect.

Price Schedule

For Individual Positions

#	Position Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		



Price Schedule

Sr.no	Item Description with technical specifications	Unit	Quantity	Unit Price (PKR)	Applicable Sale/Service Tax (PKR) 15%	Total Cost Inclusive of all applicable taxes & DDP (PKR)
1	Vulnerability Assessment & Penetration Testing (VAPT) Services, complete in all respect as per bidding document scope of work/service.	job	1	1,300,000	195,000	1,495,000

1. Terms & Conditions:

- Prices above are in PKR valid for 90 days, from the date of this proposal.
- Project Plan and Activity start date will be shared after issuance of PO.
- VPN access will be provided by customer where required
- TISS will not be held responsible for any delay. due to following reasons:
 - If delay is caused due to customer or its representative
 - Where delay attributes to a situation of Forced Majeure
 - An exclusive extension granted by customer or its representative to TISS
- Addition in the scope (If applicable) would be charged/billed separately
- Payment Terms as proposed below or TBD mutually:
 - Hundred (100) percent payment against the services delivered, received and accepted, shall be made within Thirty (30) days of submission of claim supported by a copy of the General Sales Tax (GST) invoice showing the amount of sales tax have been submitted.

7. Force majeure terms apply

HEAD OFFICE
10th Floor, AMT Plaza,
5-The Mall, Rawalpindi,
+92 51 5524181-2

KARACHI OFFICE
Suite 2B, 2nd floor, Harbour
House 37-A Lalazar Avenue,
Beach Hotel Road, Karachi

LAHORE OFFICE
3rd Floor, Vogue Towers,
MM Alam Road, Block C2,
Gulberg III, Lahore

www.trilliuminfosec.com



Signature



NDA Clauses

Non-Disclosure & Information Security Agreement (VAPT Services) following Clauses
construemanadatory part of the Conditions of Contract.

1. Definition of Confidential Information

“Confidential Information” means all non-public information disclosed by the Procuring Agency to the Service Provider, whether in written, electronic, visual, or oral form, including but not limited to:

- Network diagrams, system architecture, IP schemes, configurations
- Source code, applications, databases, credentials, logs
- Security policies, risk registers, vulnerability data, incident records
- Business, operational, financial, and personal data
- Any information marked “Confidential” or reasonably understood as confidential

2. Purpose Limitation

The Service Provider shall use Confidential Information solely for the purpose of performing VAPT services under the Contract and for no other purpose whatsoever.

3. Non-Disclosure Obligation

The Service Provider shall:

- Not disclose Confidential Information to any third party without prior written consent of the Procuring Agency
- Restrict access strictly to authorized personnel on a need-to-know basis
- Ensure all personnel are bound by written confidentiality obligations no less stringent than this Agreement

4. Information Security Measures

The Service Provider shall implement industry-standard security controls, including:

- Encryption of data in transit and at rest
- Secure storage with access controls and audit logs
- Use of clean, malware-free tools and licensed software
- Segregation of client data from other engagements
- Prohibition of using public or unsecured networks for sensitive data

5. Handling of Credentials & Access

- All credentials provided shall be used only for authorized testing and not retained beyond necessity



- No privilege escalation or access beyond approved scope unless explicitly authorized in writing
- Immediate notification in case of accidental access to sensitive/production data

6. Data Retention & Destruction

- Confidential Information shall be retained only for the duration necessary to perform the services
- Upon completion/termination, all data shall be securely returned or destroyed (including backups)
- A certificate of data destruction shall be provided upon request

7. Vulnerability Disclosure Protocol

- All identified vulnerabilities shall be reported only to the Procuring Agency
- The Service Provider shall not disclose, publish, or exploit vulnerabilities
- No public disclosure (including case studies) without prior written approval

8. Incident/Breach Notification

The Service Provider shall immediately (within 24 hours) notify the Procuring Agency of:

- Any suspected or actual data breach, loss, or unauthorized access
- Any security incident affecting the engagement and shall cooperate fully in investigation and remediation.

9. Compliance with Laws & Standards

The Service Provider shall comply with:

- Applicable laws of Pakistan (including PECA, data protection and IPR laws)
- Recognized standards such as OWASP, NIST, ISO/IEC 27001 (where applicable)

10. Subcontracting Restrictions

- No subcontracting without prior written approval of the Procuring Agency
- Approved subcontractors shall be bound by equivalent NDA and security obligations

11. Intellectual Property Rights

- All reports, findings, and deliverables shall be the exclusive property of the Procuring Agency
- The Service Provider shall not retain or reuse deliverables or sensitive insights for other clients

12. Term & Survival



- This NDA shall remain in effect during the Contract period and survive for at least five (05) years after completion/termination, or longer where required by law

13. Indemnity & Liability

The Service Provider shall indemnify and hold harmless the Procuring Agency against:

- Loss, damage, or claims arising from breach of confidentiality or misuse of data
- Costs associated with incident response, legal proceedings, and reputational harm

14. Remedies

Breach of this Agreement shall entitle the Procuring Agency to:

- Immediate termination of contract
- Forfeiture of performance security (if applicable)
- Recovery of damages and legal remedies under applicable laws

15. Governing Law & Jurisdiction

This Agreement shall be governed by the laws of Pakistan, and courts at [Islamabad/Relevant Jurisdiction] shall have exclusive jurisdiction.

Information (Read-Only)



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 Contractor 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.

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 (NDRMF)), 5th Floor, EOBI House, G-10/4., Islamabad Capital Territory The Service Provider is: Ms. Trillium Information Security Services (Pvt) Ltd The title of the subject procurement is: Hiring of Services for Vulnerability Assessment & Penetration Testing (VAPT) Services
GCC 2	Applicable/Governing Law: The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan
GCC 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.



GCC 4	Notices: The addresses for the notices are: Procuring Agency: National Disaster Risk Management Fund (National Disaster Risk Management Fund (NDRMF)), Manager Procurement 5th Floor, EOBI House, G-10/4, Islamabad Capital Territory +92-321-400-4044 muhammad.asif@ndrmf.pk The Service Provider: M/s Trillium Information Security Systems (Pvt) Ltd, 10th Floor, AWT Plaza, 5-The Mall, Rawalpindi +92 51 5524181-2, sheraz.sadar@trilliuminfosec.com mahir@infosecurity.com.pk +92 3085200001
GCC 6.1	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 +92-321- 5092103 muhammad.gasim@ndrmf.pk For the Service Provider: M/s Trillium Information Security Systems (Pvt) Ltd, 10th Floor, AWT Plaza, 5-The Mall, Rawalpindi +92 51 5524181-2, sheraz.sadar@trilliuminfosec.com +92-320-385-8368
GCC 7	Effectiveness of the contract The Contract shall be effective from the date of signature of the Contract by both parties.
GCC 8	Commencement of Contract: The Service Provider shall provide Non-Consultancy Services from the effective date of contract.

GCC 10.2	Expiration of Contract: The time period shall be three months from date of contract being signed by both parties.
GCC 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 Goods till the time of alternate arrangements.
GCC 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 goods or services due to a conflict of a nature described in Clause GCC 17.
GCC 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.
GCC 21	Performance Guarantee: The amount of performance guarantee shall be 5.00% of the contract price in acceptable form of Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft
GCC 27	Currency of Payment: All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.
GCC 28	Payment terms: As elaborated in Scope of Services.



GCC 29

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.

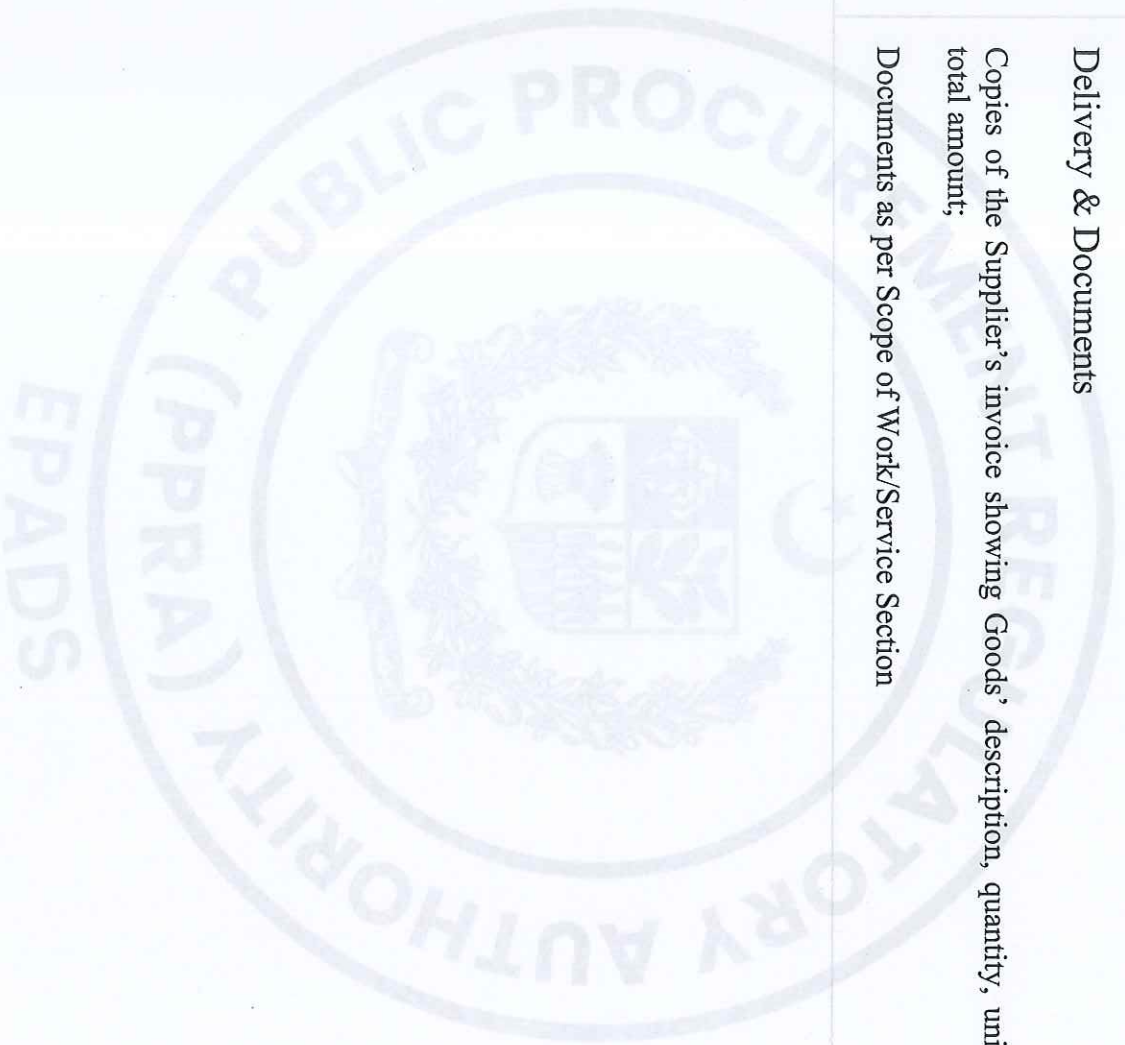
Inspections & Tests Requirements

As per Scope of Work/Service corresponding section

Delivery & Documents

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

Documents as per Scope of Work/Service Section



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: Islamabad