



CONTRACT FOR

Service Level Agreement (SLA) for Operations, Maintenance, Bug Fixes and Support of the AgriVerse Digital Agriculture Application Suite

AS A COMPONENT OF

PSDP APPROVED PROJECT TITLED “DEVELOPMENT OF ICT AND ARTIFICIAL INTELLIGENCE (AI) BASED PRECISION AGRICULTURE SYSTEMS UTILIZING DUAL-USE AEROSPACE TECHNOLOGIES – GREENAI”

BETWEEN

MINISTRY OF DEFENCE THROUGH THE PROJECT DIRECTOR OF ITS GREENAI PROJECT MANAGEMENT UNIT

AND

VectorFlame Pvt Ltd

Office # 308, 3rd Floor, Victoria Heights, Sohan Interchange Expressway, Islamabad, Pakistan

DATE: 11th JUNE 2026

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CONTRACT FOR “Service Level Agreement (SLA) for Operations, Maintenance, Bug Fixes and Support of the AgriVerse Digital Agriculture Application Suite”

THIS CONTRACT FOR Service Level Agreement (SLA) for Operations, Maintenance, Bug Fixes and Support of the AgriVerse Digital Agriculture Application Suite (the “System”) is made at NASTP, Rawalpindi, Pakistan on this 11th day of June, 2026 by and between:

(1) Ministry of Defence through the Project Director of its Project Management Unit (“PMU”) established for the PSDP approved Project titled “SERVICE LEVEL AGREEMENT (SLA) FOR OPERATIONS, MAINTENANCE, BUG FIXES AND SUPPORT OF THE AGRIVERSE DIGITAL AGRICULTURE APPLICATION SUITE – GreenAI”, located at [NASTP, Old Airport Road, Rawalpindi], Pakistan (the “Purchaser”, which expression, where the context so permits, shall include its successors in interest and assigns);

AND

(2) M/s VectorFlame (Private) Limited, a company organized and existing under the laws of Pakistan, with its head office located at Office # 308, 3rd Floor, Victoria Heights, Sohan Interchange Expressway, Islamabad, Pakistan (the “Seller”, which expression, where the context so permits, shall include its successors in interest and permitted assignments).

The Purchaser and the Seller are hereinafter also collectively referred to as the “Parties” and individually as a “Party”.

WHEREAS

- The Purchaser has initiated the development and implementation of the **GreenAI Project** (the “Project”).
- The Purchaser had, through its Tender Notice No. **NASTP-GREENAI-AGRIVERSE-07/2026**, dated **24 April, 2026**, invited eligible firms to provide **Design, Development and Deployment Services** for a Service Level Agreement (SLA) for Operations, Maintenance, Bug Fixes, and Support of the AgriVerse Digital Agriculture Application Suite, as specified in the Tender Document (the “**Tender Document**”).
- The seller, representing that it has the expertise, capability, and resources, has offered, through its **Technical and Financial Proposals dated 18 May, 2026** (the “**Quotation**”), to provide such services.
- The Purchaser has, pursuant to the evaluation of bids in accordance with **PPRA Rules 2004** and the Tender Document, decided to award this Contract to the seller.
- NOW, THEREFORE, in consideration of the mutual covenants and benefits, the Parties hereby agree as follows:

A. DEFINITIONS AND OBJECTIVE

1. *Definitions and Interpretation*

In addition to the definitions given elsewhere in the Contract, the words set out below shall have the meanings assigned to them as follows:

S. No	Term	Meaning
1	Annexure	The annexure(s) attached to this Contract.
2	Bank Guarantee	Any amount in the shape of a Bank Guarantee provided by the Seller as per the terms of this Contract.
3	Bug	An error, flaw, or unintended behavior in the System that causes it to work incorrectly or produce unexpected results.
4	Clause	A clause of this Contract.
5	Competent Purchase Officer	An officer nominated by the Purchaser and specified in the Contract for the purpose of carrying out the duties assigned under this Contract.
6	Completion Certificate	Certificate issued by the Purchaser to the Seller confirming completion of all contractual obligations including deployment and handover.
7	Contract Price	The total value of the System and Complementary SLA Support Services as specified in this Contract.
8	Contract	This Contract, and includes all Annexures hereto.
9	Day	A calendar day.
10	Delivery	Actual deployment of the System, along with its source code and documentation, by the dates specified in the Implementation Schedule of the Contract, as accepted by the Purchaser.
11	Effective Date	The date notified by the Purchaser for commencement of the Contract.

12	Final Acceptance Test (FAT)	The final acceptance test carried out after system deployment and training, as specified in the Scope of Work and Annexures.
13	Force Majeure	The event or circumstance specified in Clause 21 of this Contract.
14	Government	The Government of Pakistan and includes any entities owned or controlled by it.
15	Intellectual Property	All source code, documentation, designs, data, and deliverables created under this Contract, which shall be the sole property of the Purchaser.
16	Month	A calendar month or thirty (30) days for purposes of this Contract.
17	Objective	The objective of the Contract as specified in Clause 2 and Annexure I (System Requirements Specifications).
18	Performance Guarantee	The bank guarantee furnished or to be furnished by the Seller to the Purchaser under this Contract.
19	Site	The location(s) designated by the Purchaser where the System shall be deployed.
20	Specifications	The technical specifications and standards, including the Purchaser's requirements, set forth in Annexure I (System Requirements Specifications).
21	System	The Blockchain Enabled GIS-Integrated Agriculture Track and Trace System, including mobile application, GIS dashboard, QR code management, and documentation.
22	Warranty/SLA Period	The period during which the Seller shall provide Support Level Agreement for the System as specified in this Contract.
23	Year	A calendar year.

Interpretation

- Words importing the singular shall include the plural and vice versa.
- A reference to a person shall include firms and legal entities.
- A reference to one gender shall include the other gender where the context requires.

- The headings in this Contract are inserted for convenience of reference only and shall not affect the interpretation of the provisions.

2. Objective of the Contract

The Seller shall be responsible for the **execution of the Project** titled “**Service Level Agreement (SLA) for Operations, Maintenance, Bug Fixes and Support of the AgriVerse Digital Agriculture Application Suite**”, in conformity with the technical specifications, standards, and requirements specified in **Annexure I (System Requirements Specifications)** and subject to the terms and conditions of this Contract.

The Seller shall accordingly carry out all activities attributable to it under this Contract, including but not limited to:

- 2.1. Maintaining existing software in its current state
- 2.2. Ensuring continuous operational availability of all platform components
- 2.3. Incident resolution and minor bug fixing within agreed service levels
- 2.4. Technical documentation preparation and periodic reporting
- 2.5. Disaster Recovery (DR) Hub operationalization and maintenance
- 2.6. Farmer Helpdesk development and deployment.

3. Conditions Precedent

Having signed this Contract, it shall come into effect on the date on which the following conditions have been satisfied:

- 3.1. Furnishing of the Performance Guarantee in the form specified in **Annexure VI** of this Contract.
- 3.2. Furnishing of the Advance Payment Unconditional Guarantee, where applicable, for the mobilization advance specified in **Annexure VII** (Time & Payment Schedule).

B. EXECUTION OF THE PROJECT

4. *Brief Overview*

The Seller shall execute the Project titled “**Service Level Agreement (SLA) for Operations, Maintenance, Bug Fixes and Support of the AgriVerse Digital Agriculture Application Suite**” in accordance with the technical specifications, standards, requirements, and timelines specified in this Contract and its Annexures, to meet the Objective of the Contract.

The Seller will not be responsible for new development, introduction of new modules, training or deployment of new AI/ML models, addition of new platform features, architectural redesign, and re-engineering of any existing component are not covered under this Agreement.

The sole exception to this restriction is the Farmer Helpdesk development and deployment referenced in Annex-N of the Request for Proposal (RFP), which is explicitly included within the scope of this Agreement.

5. *Scope of Work*

5.1. **HPC Operations & Platform Support.** The Service Provider shall support the existing **HPC-enabled AGRIVERSE software** throughout the term of this Agreement. Services shall include:

- 5.1.1. Monthly health checks of all software components and services through log analysis for errors or anomalies, and verification of application/service responsiveness
- 5.1.2. Monitoring of containerized applications and automated service restarts to ensure operational continuity
- 5.1.3. Logging, diagnostics, and performance monitoring to identify issues and optimize system performance
- 5.1.4. Monitoring and support of existing orchestration pipelines and operational processes
- 5.1.5. Incident investigation, troubleshooting, and resolution in accordance with agreed service levels
- 5.1.6. Preparation and submission of monthly operational reports

5.2. **Blockchain GIS Track & Trace System.** The Service Provider shall maintain and support the existing **Blockchain GIS Track & Trace platform** components throughout the term of this Agreement. Services shall include, at a minimum:

- 5.2.1. Maintenance of blockchain ledger software and all related services

- 5.2.2. Maintenance of GIS dashboard features, data visualization components, and related services
- 5.2.3. Incident management, troubleshooting, and minor bug fixes ensuring the continuous smooth operation of software components, services and integrations
- 5.3. **Mobile Applications — Crop Disease Detection.** The Service Provider shall maintain and support the existing **mobile application ecosystem** throughout the term of this Agreement. Services shall include:
 - 5.3.1. Maintenance and support of existing Android and iOS mobile applications including performance monitoring, minor bug fixes, log analysis
 - 5.3.2. Investigation, troubleshooting, and subsequent resolution of reported defects
- 5.4. **Field Agent Application.** The Service Provider shall maintain and support the existing **field operations application** and associated services throughout the term of this Agreement. Services shall include, at a minimum:
 - 5.4.1. Maintenance and support of GPS-based mapping, geolocation, and tracking functionalities
 - 5.4.2. Maintenance and support of existing field data collection, inspection, monitoring, and operational workflows
- 5.5. **Disaster Recovery (DR) Hub Operationalization.** The Service Provider confirms that, as per its technical proposal, **the DR infrastructure is already available and provisioned.** The DR environment is fully configured and operationalized. Ongoing DR services shall include:
 - 5.5.1. Continuous monitoring, maintenance, and operations of the DR Hub
 - 5.5.2. Verification of data synchronization integrity between primary and recovery environments
 - 5.5.3. Periodic testing of data restoration procedures
 - 5.5.4. Planning and documentation of failover and recovery drills
 - 5.5.5. Preparation and submission of Disaster Recovery readiness reports, including backup status, identified risks, and corrective actions

This DR capability shall be maintained and sustained throughout the entire SLA period.
- 5.6. **External API & Integration Services.** The Service Provider shall support and maintain all existing external integrations. No new integrations shall be developed under this Agreement. Existing supported components include:
 - 5.6.1. API integrations with third-party services
 - 5.6.2. Middleware connectors and adapters
 - 5.6.3. Data pipelines and message queue systems
 - 5.6.4. Webhooks and message exchange services
- 5.7. **Farmer Helpdesk & Dashboard System.** The Service Provider will develop and deploy a Farmer Helpdesk system customized to meet

Client requirements. The system will be built upon the Service Provider's existing base platform, adapted and configured to client's operational specifications. The following deliverables will be provided by service provider:

- 5.7.1. Dashboard configured, populated with test data, and verified operational on the test site
- 5.7.2. Platform customization completed and aligned with clients' operational requirements
- 5.7.3. System fully installed and operationalized on the test environment;
- 5.7.4. User accounts, roles, and access permissions configured and validated on the test site
- 5.7.5. Reporting dashboard activated and initial data integrity validated against test data sets

6. *Licenses*

- 6.1. The Seller shall use only open-source development tools, libraries, and environments for the development of the Project, with all such licenses being perpetual in nature. The Seller will be responsible for provisioning any proprietary licenses required for tools, libraries, or environments used in the software being developed and delivered.

7. *Warranty/Support Level Agreement*

- 7.1. The Seller warrants that the System delivered shall comply in all material respects with the Specifications and requirements of this Contract.
- 7.2. For the purposes of this Contract, the duration of this contract is for a period of thirty-six (36) months from the effective date of signing of the contract.
- 7.3. During this Contractual Period, the Seller shall provide, at no additional cost, support limited to:
 - 7.3.1. Bug fixing and error correction directly attributable to the Seller's developed code or deliverables;
 - 7.3.2. Issue tracking and resolution;
 - 7.3.3. Performance optimization; and
 - 7.3.4. Disaster recovery site and services.
- 7.4. This SLA-based Warranty does not extend to:
 - 7.4.1. Third-party software, libraries, or tools not developed by the Seller;
 - 7.4.2. Purchaser's modifications, misuse, or unauthorized integrations;

- 7.4.3. Regulatory approvals, operational permits, or infrastructure outside the Seller's control.

8. Development Services

- 8.1. The Seller shall provide the development services listed in **Annexure II** (List of Development Services to Deliver the System), which represent the agreed scope of development under this Contract.
- 8.2. All services shall conform to the specifications set out in **Annexure I** (System Requirement Specification) and shall be executed in line with the timelines and milestones defined in **Annexure VII** (Time & Payment Schedule).
- 8.3. Any additional features or modules not expressly listed in **Annexure II** shall fall outside the scope of this Contract, unless separately agreed in writing by both Parties through a formal change order.

9. Purchaser's Options on Non-Delivery of The System

The Seller shall deliver the System to the Purchaser within the time frame specified in **Clause 18**. If failure to Deliver the System within the specified time frame, shall not have arisen because of "Force Majeure", the Purchaser shall be entitled at its option:

- 9.1. To cancel the Contract and forfeit the Performance Guarantee; or
- 9.2. To withhold any payment due to the Supplier until the requested services involving operations, maintenance, bug fixes and support of the AgriVerse Digital Agriculture Application Suite have been delivered and directly deduct or recover, where considered necessary, as liquidated damages the sum up to 2% but not less than 1% for each and every month, or part thereof thereafter, beyond the specified dates of Service Level Agreement (SLA) has not been delivered, subject to a maximum of 10% of the total Contract Price of the System Development / services provisioning; or
- 9.3. To acquire services for maintenance and support for operations, maintenance, and bug fixes of AgriVerse Digital Agriculture Application Suite or services for development from elsewhere, at the risk and expense of the Supplier, for automated farmer and AI-Assisted helpdesk management system of the same or similar description as it thinks fit to make good this default to the extent necessary, by cancelling the Contract, with or without intimation to the Supplier who shall be liable for any loss which the Purchaser may sustain due to repurchase but shall not be entitled to any gain on repurchase.
- 9.4. This contract is non-divisible in nature and the Supplier cannot claim payment on work-done basis in case of termination of this contract prior to completion of contract.

10. Acceptance of Services

- 10.1. The acceptance of the System shall be subject to the successful completion of the **services for maintenance and operations** and Final Acceptance Test (FAT) for **automated farmer and AI-assisted helpdesk management system**.

11. Milestone Acceptance Certificate

- 11.1. The Purchaser shall, upon satisfactory review and/or testing of each milestone deliverable under **Annexure VII** (Time & Payment Schedule), issue a Milestone Acceptance Certificate to the Seller in the form attached at **Annexure IV** (adapted for milestones). Such certificate shall constitute formal acceptance of the milestone and shall entitle the Seller to the corresponding payment.

12. Completion Certificate

- 12.1. Upon successful completion of the Final Acceptance Test (FAT), the Purchaser shall issue a Completion Certificate to the Seller. The Completion Certificate shall serve as formal acknowledgement of the full and final delivery of the System and Services.
- 12.2. The specimen form of the Completion Certificate is attached as **Annexure IV**.
- 12.3. The Seller shall design, develop, test, deliver, deploy, and make the helpdesk management system fully operational at the Site, in accordance with this Contract and as further detailed in **Annexure V**.

C. SELLER'S GENERAL OBLIGATIONS

13. Performance Guarantee

- 13.1. The Seller shall furnish to the Purchaser a Performance Guarantee in the form of a Bank Guarantee or Cash Deposit Receipt (CDR) for an amount of **Rs 11,970,608/-**, as per the format attached hereto as **Annexure VI**, for satisfactory implementation of the Contract in an amount equal to ten percent (10%) of the Contract Price.
- 13.2. Encashment shall occur only in the event of a material breach of the Seller's software development obligations under this Contract, which is not cured within fifteen (15) days of written notice from the Purchaser.
- 13.3. The Performance Guarantee shall be endorsed in favor of the Purchaser and shall remain valid for a period of thirty-six (36) months beyond the completion of Project Delivery. If the Time for Completion is extended, the Seller shall arrange extension of the Performance Guarantee accordingly.

- 13.4. The Performance Guarantee shall be returned after 02 months of project delivery to Seller by the Purchaser on receipt of instruction from the End user after the successful completion of the Project Delivery, subject to settlement of any notified breaches.
- 13.5. For clarity, the Performance Guarantee secures delivery of the System as defined in this Contract. Complementary SLA Support provided during the Warranty/Support period is excluded from the scope of the Performance Guarantee, and no claim or encashment shall be made against the Performance Guarantee on account of SLA obligations.
- 13.6. Release of the Performance Guarantee shall follow the process set out in **Annexure IX** (No Demand Certificate).

14. Indemnity

- 14.1. The Seller shall remain responsible that the Delivered System is fit for the intended purposes described in **Annexure I**.
- 14.2. The Seller shall remain responsible to resolve all the errors and fix the bugs as part of the support of the AgriVerse Digital Agriculture Application suite.
- 14.3. The Seller shall indemnify the Purchaser only against third-party IP claims directly caused by the Seller's developed deliverables. This indemnity shall not apply to Purchaser modifications, Purchaser-mandated third-party or open-source software, or use outside the documented scope.
- 14.4. Remedies shall be limited to **defend, replace, modify, or refund the depreciated value** of the infringing component.

15. Confidentiality

- 15.1. The Seller and its employees shall not communicate any information relating to the Delivery of the System to any unauthorized person.
- 15.2. The obligations set forth herein shall survive termination of the Contract.
- 15.3. Mandatory disclosures required by law shall not constitute breach of confidentiality, provided notice is given where lawful.

D. PURCHASER'S OBLIGATIONS

16. *Access to Site*

- 16.1. The Purchaser shall grant the Seller access to the Site and ensure provision of infrastructure, approvals, and resources required for the commissioning, testing, and operation of the System.
- 16.2. The Purchaser shall also provide required system access and credentials
- 16.3. The Purchaser will also ensure Infrastructure availability and environmental readiness
- 16.4. The Purchaser will also designate of nominated focal persons for each operational software. Each focal person must have expert knowledge of the internal software working.

17. *Purchaser's Representatives*

- 17.1. The Purchaser shall authorize one or more of its personnel to act for it under the Contract and notify their names to the Seller.
- 17.2. The Purchaser may also appoint a firm or individual to carry out certain duties and notify the names to the Seller.
- 17.3. The Purchaser shall notify the Seller of the delegated duties and authority of such representatives.

E. TIME FOR COMPLETION

18. *Time Schedule and Term*

- 18.1. The Seller shall deliver the System and Services in accordance with the time schedule specified in **Annexure VII** within thirty-six (36) months of the Effective Date. Timely Delivery is of the essence, subject to Purchaser providing timely access, approvals, and infrastructure.
- 18.2. The Seller shall commence the Delivery of the System and the Services on the Effective Date, proceed expeditiously, and complete the Delivery within the Time for Completion.
- 18.3. The Seller shall be entitled to an extension to the Time for Completion if it is or will be delayed by Force Majeure or by Purchaser-caused delays.
- 18.4. If the Seller fails to complete the Delivery within the Time for Completion after notice and cure, the Seller shall be liable for liquidated damages under Clause 9.2.

- 18.5. The Seller shall be entitled to extension if completion is or will be delayed by Purchaser's act or omission.

19. ***FORCE MAJEURE***

- 19.1. "Force Majeure" means an exceptional event or circumstance which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.
- 19.2. The Seller shall, within fifteen (15) days of its commencement, notify the Purchaser of any such event, act or circumstance which is relied upon by the Seller for its inability to comply with its obligation. The Purchaser shall have the right to conduct investigations to satisfy itself about the genuineness of the "Force Majeure" event, act or circumstance.
- 19.3. If by reason of Force Majeure the System are not delivered by the due date, then the Delivery Period may be extended appropriately. If delivery is not possible within a reasonable extended period, the Purchaser shall have the right to cancel the undelivered portion of the Contract by informing the Seller in writing. The Seller shall not be entitled to any compensation as a result of such cancellation.

F. CONTRACT PRICE AND TERMS OF PAYMENT

20. ***Contract Price***

- 20.1. The price for the Service Level Agreement (SLA) for Operations, Maintenance, Bug Fixes and Support of the AgriVerse Digital Agriculture Application Suite is fixed and amounts to a total Contract value of **Rupees One Hundred Nineteen Million, Seven Hundred Six Thousand, Seventy-Six only (PKR 119,706,076/-)**.
- 20.2. This price covers all deliverables defined under Part I and Part II of the Contract, including development, deployment, documentation, testing of the System and provisioning of software support (bug fixes), monthly reports, and establishment of disaster recovery site except where explicitly excluded.
- 20.3. Payment for the System shall be based on the milestone-based schedule specified in **Annexure VII**, with corresponding acceptance certificates issued for each milestone.

21. ***Terms of Payment***

- 21.1. Payment for the supply of the System, after deduction of applicable taxes and duties, shall be made within thirty (30) days upon receipt of an error-free invoice from the Seller, in accordance with the Schedule of Payment specified in **Annexure VII**.
- 21.2. Payment of any withheld amount shall be released upon issuance of the Completion Certificate and within thirty (30) days of receipt of the Seller's relevant error-free invoice.
- 21.3. Bank charges incidental to the withdrawal of payment shall be borne by the Seller.

G. TERMINATION AND DISPUTE SETTLEMENT

22. ***Termination***

- 22.1. If at any time during the currency of the Contract, the Purchaser decides to terminate the Contract for reasons other than failure to deliver the System or software support services or disaster recovery site, it may do so by giving the Seller written notice. In that event, the Purchaser will accept delivery, at the agreed price and terms, of such portions of the System, Services, and Disaster Recovery Site then completed.
- 22.2. For any remaining undelivered portion, the Purchaser may elect either:
 - 22.2.1. To have any part thereof completed and take delivery at the agreed prices; or
 - 22.2.2. To cancel the remaining scope and pay the Seller for work-in-progress or components already completed at agreed prices.

23. ***Dispute Resolution***

- 23.1. All disputes which cannot be amicably resolved within thirty (30) days of a written claim shall be referred to the Project Director GreenAI, who shall act as arbitrator with one representative nominated by each Party to assist in the decision. The decision shall be final and binding on the Parties.
- 23.2. Arbitration shall be held in Islamabad, Pakistan, and the courts of Islamabad shall have exclusive jurisdiction.

24. ***Continuing Obligation***

- 24.1. Each Party shall continue to perform its obligations pending resolution of any dispute.

25. ***Governing Law and Jurisdiction***

- 25.1. This Contract shall be governed by and construed in accordance with the laws of Pakistan. The courts of Islamabad shall have exclusive jurisdiction in relation to all matters arising out of this Contract.

H. MISCELLANEOUS

26. ***Representations and Warranties of Seller***

- 26.1. The Seller represents and warrants that the person signing the Contract or any related document on its behalf is duly authorized to bind the Seller to its terms.

27. ***Responsibility for Contract***

- 27.1. It is clearly understood that the Purchaser is solely responsible for approvals, infrastructure, and operational use of the System after acceptance.

28. ***Modifications and Severability***

- 28.1. No modification, alteration, or amendment of any provision shall be binding unless in writing and signed by duly authorized representatives of both Parties.
- 28.2. If any part of the Contract is or becomes invalid or unenforceable, the remainder shall remain valid and enforceable.

29. ***Waiver***

- 29.1. Failure or neglect by either Party to enforce any provision shall not operate as a waiver of its rights.
- 29.2. No waiver shall be effective unless in writing signed by an authorized representative.

30. ***Taxes***

- 30.1. Any taxes, duties, or fees imposed on the Seller as a consequence of executing the Contract shall be the obligation of the Seller.
- 30.2. Where required by law, the Purchaser shall deduct or withhold taxes from payments to the Seller, but shall apply any lawful concessions or exemptions available.
- 30.3. Beyond statutory deductions, the Purchaser shall not impose or transfer additional tax liabilities onto the Seller.

31. Intellectual Property Rights

- 31.1. All intellectual property created under this Contract — including source code, documentation, designs, data, and deliverables — shall vest in the Purchaser upon completion and acceptance.
- 31.2. The Seller shall retain ownership of its pre-existing tools, libraries, and methodologies, as well as any open-source or third-party components used in the System, subject to licenses granted to the Purchaser for use.
- 31.3. The Seller's indemnity shall be limited to third-party IP claims directly arising from the Seller's own developed deliverables. No liability shall apply to Purchaser modifications, Purchaser-mandated tools, or third-party/open-source software.
- 31.4. All existing software, source code, databases, technical documentation, and related digital assets that form the AGRIVERSE ecosystem shall remain the exclusive property of the Client. No rights, title, or interest in any such assets shall be transferred to the Service Provider under this Agreement. The Service Provider's access to such assets is granted solely for the purpose of fulfilling its obligations hereunder. All work, including software, source code, models, datasets, documentation, inventions, and other materials created or contributed to during development of Farmers Helpdesk shall remain the exclusive property of GreenAI PMU.

32. Assignment

- 32.1. The Seller shall not assign the Contract to any third party without prior written consent of the Purchaser.

33. Declaration of Integrity

- 33.1. The Seller shall furnish a Declaration of Integrity in the form attached hereto as **Annexure VIII**.

34. Annexures

- 34.1. The Annexures are an integral part of this Contract:

S. No	Annexure	Title
I	Annexure I	System Requirement Specification
II	Annexure II	Service Provider Responsibilities / Reporting Requirements
III	Annexure III	Warranty / Guarantee Certificate

IV	Annexure IV	Form of Completion Certificate
V	Annexure V	Delivery and Testing of the System
VI	Annexure VI	Performance Guarantee Form
VII	Annexure VII	Time and Payment Schedule
VIII	Annexure VIII	Declaration of Integrity
IX	Annexure IX	No Demand Certificate

35. Entirety

- 35.1. This Contract supersedes all prior written or oral communications pertaining to its subject matter.
- 35.2. All deliverables shall conform to the requirements of the submitted SRS (**Annexure I**) and the Seller's Technical and Financial Proposals, which shall be deemed integral parts of this Contract.
- 35.3. In case of inconsistency, the following order of precedence shall apply:
1. This Contract;
 2. The RFP document issued by the Purchaser;
 3. The Seller's Technical & Financial Proposals.

36. Amendment

- 36.1. The duration of the overall contract or the duration of individual milestones as defined in Annexure VII may be varied or amended by mutual written consensus of both parties. However, the scope of services shall remain the same as defined in the original RFP.

37. Authority

- 37.1. Nothing in this Contract shall be construed to give either Party authority to bind the other except as expressly authorized.

38. Correspondence

- 38.1. All correspondence shall be in writing, in the English language, and sent by registered mail or international courier service, acknowledgement due, or by email addressed as follows:

(i) If to the Purchaser:

Attention : **Dr. Liaqat Ali Khan**

Designation : Project Director GreenAI
Address : NASTP, Alpha-03, Old Airport Road, Rawalpindi
Tel No : 051-9529509
E-mail: : pd@greenai.org.pk

(ii) **If to the Seller:**

Attention : Mr. Ramzan
Designation : CEO VECTORFLAME
Address : Off # 308, 3rd Floor Victoria Heights sohan interchange, expressway, Islamabad, pakistan
Tel No : 03333503561
E-mail: : info@vectorflame.com

- 38.2. Correspondence shall be sent to such other postal address, email address, or contact details as a Party may notify from time to time to the other Party in accordance with this Clause.
- 38.3. Correspondence, except for notices required or contemplated under the Contract, may also be sent through email.
- 38.4. Correspondence sent as above shall be deemed to have been received:
- 38.4.1. Seven (7) days from the date of posting if forwarded by courier service; or
- 38.4.2. On the next business day after transmission in case of email (with delivery confirmation or absence of bounce-back).

39. **Language**

- 39.1. The English text of the Contract shall be treated as the authentic text for all purposes, including interpretation.

40. **Conditions of Effectiveness**

- 40.1. The Contract shall become effective on the date notified by the Purchaser upon fulfillment of the following conditions:
- 40.1.1. Approval of the Contract by the Purchaser's Board;
- 40.1.2. Provision of the Performance Guarantee; and
- 40.1.3. Submission of Declaration of Integrity.

- 40.2. The Contract shall remain valid for a period of thirty-six (36) months from the date hereof, or such extended period as may be agreed to by the Parties through a written amendment. If all the conditions specified in Clause 42(A) are not fulfilled within one (1) month, or such extended period as may be mutually agreed, the Contract shall become void.

41. *Effective Date*

- 41.1. The Purchaser shall notify the date of effectiveness of the Contract to the Seller immediately after the fulfillment of all the conditions of effectiveness specified above.

IN WITNESS WHEREOF, the Parties have caused the Contract to be signed in duplicate at the place and on the date set forth above.

For Project Green AI, NASTP

For M/S VectorFlame

Name: _____

Name: _____

Designation: _____

Designation: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

WITNESSES

ANNEXURE I: SYSTEM REQUIREMENT SPECIFICATION

(The System Requirement Specification (SRS) for the Project titled “Service Level Agreement (SLA) for Operations, Maintenance, Bug Fixes and Support of the AgriVerse Digital Agriculture Application Suite” shall be **as per the SRS Document submitted by M/s VectorFlame (Private) Limited**, which forms an integral part of this Contract.)

ANNEXURE II: SERVICE PROVIDER RESPONSIBILITIES / REPORTING REQUIREMENTS (Clause 5A & 5B)

Seller's Responsibilities:

The Service Provider / Seller shall at all times:

- Maintain documented and auditable support processes
- Manage all incidents in accordance with the Incident Severity Matrix
- Maintain accurate and up-to-date technical documentation
- Deliver all SLA services within the timeframes specified in this Agreement

The Service Provider / Seller will be responsible for furnishing the following reports to the Purchaser:

Monthly Reports

- (1) Overall service status summary
- (2) Incident log and resolution summary
- (3) Bug-fix summary and outstanding defect register
- (4) Open issues register with current status

Quarterly Reports

- (5) SLA compliance review against contractual targets
- (6) System health assessment and trend analysis

Annual Review

- (7) Service continuity and risk assessment
- (8) Comprehensive SLA performance review

Notes:

- All deliverables shall strictly conform to **Annexure I (System Requirement Specification)**.
- **Standard Service Hours:** Monday to Friday, 09:00–17:00 Pakistan Standard Time (PKT), excluding gazetted public holidays, lockdowns, political or other strikes. The service provider will make best effort to provide online support in case physical presence is not possible on working days due to lockdowns, political unrest, strikes or similar issues.
- All incidents reported under this Agreement shall be classified and managed in accordance with the following priority matrix:

Priority	Description	Response Time	Resolution Time
P1 — Critical	Complete software outage / production failure	4 business hours	1–3 business days
P2 — High	Major functionality impacted	8 business hours	3–6 business days
P3 — Medium	Partial degradation with available workaround	24 business hours	7–10 business days
P4 — Low	Minor bugs or glitches	Next business day	Scheduled release

Miscellaneous Other Deliverables

S. No.	Deliverable	Description
1	Deployment Manual & Technical Documentation	Step-by-step guide for deployment, maintenance, and operations of automated farmer and AI-assisted helpdesk management system
2	Training & Knowledge Transfer Session	Technical session for stakeholders covering system use and administration (automated farmer and AI-assisted helpdesk management system)

ANNEXURE III: WARRANTY / GUARANTEE CERTIFICATE / SLA

(Clause 7)

WARRANTY/GUARANTEE/SLA CERTIFICATE

Firm's Name: _____

Contract No.: _____ **Date:** _____

We hereby guarantee that the Automated Farmer and AI-Assisted Helpdesk Management System delivered under the above Contract complies in all material respects with the agreed specifications and requirements, and that the software deliverables developed by us are of good quality, free from defects in coding or design, and conform to the contractual scope.

It is also hereby declared that the Disaster Recovery Hub for the Data Center Facility has been operationalized and will function in accordance with the approved Disaster Recovery Plan to ensure resilience, continuity of operations, and timely restoration of critical systems and services.

It is further declared that all the bugs and errors reported in the period of Contract have been amicably resolved by the Supplier.

This Warranty / SLA Support does **not** extend to:

- Misuse, unauthorized modification, or integration with third-party components not supplied by the Seller;
- Third-party software, libraries, licenses, regulatory approvals, or operational permits, all of which remain the sole responsibility of the Purchaser.

Signature _____

Name _____

Status in the Firm _____

Dated _____

ANNEXURE IV: FORM OF COMPLETION CERTIFICATE

(For System Delivery & Milestones — 11, 12)

_____ ACCEPTANCE CERTIFICATE

It is certified that **M/s VectorFlame (Private) Limited** has successfully completed and delivered the contractual deliverables as per [_____] of the Contract titled “*Service Level Agreement (SLA) for Operations, Maintenance, Bug Fixes and Support of the AgriVerse Digital Agriculture Application Suite*”.

The deliverables [_____] / services [_____] (reference to S. No / Milestone / Scope Item) have been reviewed in accordance with the acceptance criteria, tested where applicable, and found to be satisfactory and completed in all respects.

In addition to the above, the following have also been provided to the Purchaser:

- Monthly operational reports reviewed and acknowledged by the Client
- Issue closure records confirming resolution within agreed service levels
- Quarterly SLA compliance reviews

Signature & Stamp of Issuing Authority _____

Name: _____

Dated: _____

Counter-Signed _____

ANNEXURE V: DELIVERY AND TESTING OF THE SYSTEM

(Clause 5)

1. Delivery and Deployment

The **System** shall be delivered, deployed, and made operational by the Seller at the Site under the supervision of the Seller's engineers in the presence of the Purchaser's representatives.

The Seller shall arrange its team for deployment, configuration, and operationalization of the System. All deployment-related expenses of the Seller's personnel shall be borne by the Seller. The Purchaser shall ensure timely provision of infrastructure, approvals, and access required for deployment.

2. Final Acceptance Test (FAT)

The Purchaser shall carry out the **Final Acceptance Test (FAT)** of the System and Services after successful deployment by the Seller or resolution of bugs and errors in the AgriVerse Digital Agriculture Application Suite. The Seller shall assist the Purchaser in carrying out this test, which will comprise the following:

- A. **Functional Verification** – All the modules related to Farmer Helpdesk Management System as per **Annexure I**.
- B. **Performance Testing** – Response times, transactions, and performance benchmarks meet agreed criteria.
- C. **Integration Testing** – End-to-end workflow validation across modules.
- D. **Documentation Review** – Confirmation that user manuals, admin guides, API references, and configuration documentation are complete and delivered.
- E. **Bugs & Errors Resolution.** All the bugs and errors in the AgriVerse Digital Agriculture Application Suite and Farmer Helpdesk Management System, as reported by the Purchaser have been completely rectified.

Upon successful FAT, a **Completion Certificate** shall be issued by the Purchaser in accordance with Clause 12.

3. Condition of Acceptance

The acceptance of the **System** is contingent upon the successful completion of the FAT as per this **Annexure**.

4. Change Control

Any request involving new functionality, new modules, or any form of software development that falls outside the scope of this Agreement shall be handled under a separate contractual arrangement. Such requests are expressly excluded from this Agreement and shall not be actioned without execution of a separate change order or contract.

ANNEXURE VI: PERFORMANCE GUARANTEE FORM
(Clause 13)

BANK GUARANTEE FOR PERFORMANCE

(On Pakistan Judicial Stamp Paper of Rs.100 or as suitable to the amount of BG)

To: _____

_____ [Address]

- **Type of Guarantee:** Performance Guarantee
- **Guarantee No.:** _____
- **Name and Address of Guarantor:** _____
- **Place of Issue of Guarantee:** _____
- **Guarantee Amount and Currency:** _____ [in numbers] _____ [in words] (the “Guaranteed Amount”)
- **Form of Presentation of Guarantee:** _____
- **Place of Presentation of Guarantee:** _____
- **Date of Issue of Guarantee:** _____
- **Guarantee Valid up to:** _____ [Expiry Date]
- **Name and Address of Seller on whose behalf Guarantee is issued:** _____
- **Reference Contract No.:** _____ dated _____
- **Name and Address of Beneficiary:** _____

THIS PERFORMANCE GUARANTEE is executed at _____ on this ____ day of _____ 2025 by:

[Name of the issuing Bank], having its registered office at _____ and branch office at _____ (the “Guarantor”, which expression shall mean and include its successors, executors, administrators, and permitted assigns);

On the request and on behalf of **M/s VectorFlame AI (Private) Limited** (the “Seller”, which expression shall mean and include its successors, executors, administrators, and permitted assigns);

In favor of **The Purchaser (Project Director GreenAI, Ministry of Defence, Government of Pakistan)** (the “Beneficiary”).

WHEREAS:

- A. The Beneficiary and the Seller have entered into a Contract titled "*Service Level Agreement (SLA) for Operations, Maintenance, Bug Fixes and Support of the AgriVerse Digital Agriculture Application Suite*" dated _____ (the "Contract").
- B. In consideration of the Beneficiary awarding the Contract to the Seller, the Guarantor, at the request and on behalf of the Seller, furnishes this irrevocable, unconditional, on-demand bank guarantee (the "Performance Guarantee") in favor of the Beneficiary, limited strictly to securing the performance of the Seller's contractual obligations as defined in the Contract (the "Guaranteed Obligations").

NOW, THEREFORE, this Performance Guarantee witnessed:

- 1. In the event that the Seller defaults in, delays, or fails to perform the Guaranteed Obligations, the Beneficiary may call upon the Guarantor to pay under this Performance Guarantee. However, such payment shall only be due if the Beneficiary has first provided the Seller with written notice of the alleged default and a fifteen (15) day period to cure the same. If the Seller fails to remedy the default within the cure period, the Guarantor shall, on the Beneficiary's written demand, pay to the Beneficiary the claimed portion of the Guaranteed Amount within seven (7) business days of receipt of such demand (the "Due Date"). Each written demand shall specify the nature of the default and confirm that the cure period has expired without remedy.
- 2. The Guarantor hereby binds itself to pay the Guaranteed Amount, as primary obligor and not merely as surety, subject always to the conditions of notice and cure specified herein. Any payment shall be made only on a written demand of the Beneficiary that specifies the nature of the Seller's uncured default, after expiry of the cure period, and shall be limited strictly to the Guaranteed Amount. Nothing in this Performance Guarantee shall be construed to waive the Seller's or Guarantor's right to contest claims made outside the scope of the Contract or beyond the Guaranteed Obligations
- 3. During the validity of this Performance Guarantee, the Beneficiary may demand payment of the Guaranteed Amount, or a portion thereof, from the Guarantor, provided that such demand is made in writing, specifies the nature of the Seller's default, and confirms that the Seller has failed to remedy the same within the agreed cure period. Any such demand shall be limited strictly to the Guaranteed Obligations under the Contract. The Guarantor shall honor such demand in accordance with this Performance Guarantee, but nothing herein shall prevent the Seller or Guarantor from contesting claims that fall outside the scope of the Contract or the Guaranteed Obligations.
- 4. This Performance Guarantee shall remain valid up to _____ (the "Expiry Date"), unless released earlier by a No Demand Certificate issued by the Purchaser. The Guarantor's obligations shall be strictly limited to payment of the Guaranteed Amount, or part thereof, in respect of a valid written

demand made by the Purchaser under this Performance Guarantee, and only in connection with the Guaranteed Obligations under the Contract.

5. The Purchaser may grant time extensions or other reasonable indulgences to the Seller in respect of the Contract, or enter into arrangements relating to the Contract, without affecting the validity of this Performance Guarantee. However, such acts shall not expand the scope of the Guarantor's liability beyond the Guaranteed Amount or beyond the Guaranteed Obligations expressly covered under this Performance Guarantee.
6. The Guarantor's obligations under this Performance Guarantee are continuing only for the duration of its validity and strictly limited to the Guaranteed Amount. These obligations shall not be expanded, modified, or impaired by any act, omission, or circumstance outside the Contract, unless expressly agreed in writing by the Guarantor.
7. Demands under this Performance Guarantee may only be made during its validity period and in accordance with its terms. Any partial payments of the Guaranteed Amount shall proportionately reduce the Guarantor's liability, and the Guarantee shall remain effective only for the unpaid balance, subject always to the Expiry Date or earlier release by a No Demand Certificate.
8. No delay or failure by the Beneficiary to exercise any right or remedy under this Performance Guarantee shall constitute a waiver of such right or remedy, and no delay or failure by the Guarantor to exercise its rights or protections under this Performance Guarantee shall constitute a waiver of such rights or protections.

No single or partial exercise of any right or remedy by either Party shall preclude any further exercise thereof or of any other right or remedy. Any waiver by the Beneficiary or the Guarantor shall only be valid if made expressly in writing by a duly authorized representative of the waiving Party.

9. Except as required under applicable law or expressly agreed in writing, no set-off, counterclaim, reduction, or diminution of any obligation of the Guarantor may be applied against the Beneficiary in connection with any of its obligations under this Performance Guarantee. The Guarantor shall make payments under this Performance Guarantee in _____[indicate currency] and in full, subject to deductions or withholdings mandated by applicable law. In such case, the Guarantor shall only be required to pay such additional amounts as are strictly necessary to ensure the Beneficiary receives the net amount lawfully due under the Contract. If, under the laws of Pakistan, payment of the Guaranteed Amount in a currency other than Pakistan Rupees becomes prohibited or unlawful, this Performance Guarantee shall secure the Guaranteed Amount in equivalent Pakistan Rupees calculated at the official exchange rate specified by the State Bank of Pakistan for _____[indicate currency] prevalent on the date of actual payment. The Beneficiary's rights under this clause are limited strictly to the Guaranteed Amount, and the Guarantor shall have no liability beyond the Guaranteed Amount.

10. The Guarantor hereby declares and confirms that, under its constitution and applicable laws and regulations, it has the necessary power and authority, and has obtained all required authorizations, approvals, and consents to enter into, execute, deliver, and perform the obligations undertaken under this Performance Guarantee. Such obligations are valid, legally binding, and enforceable against the Guarantor under the laws of Pakistan. The Guarantor further confirms that the signatories executing this Performance Guarantee are duly authorized officers of the Guarantor and competent to bind it accordingly.
11. This Performance Guarantee shall be governed by the laws of Pakistan.
12. This Performance Guarantee shall expire at the official closing of the counters of the Guarantor, _____[name of the Branch], _____[city], on _____[expiry date] (the "Expiry Date"), unless released earlier by the Purchaser through a No Demand Certificate. The Guarantor's obligations under this Performance Guarantee shall be strictly limited to payment of claims lodged in writing and duly presented at the counters of the Guarantor at _____[name of the Branch], _____[city], on or before the Expiry Date. Except for valid demands made by the Beneficiary under this Performance Guarantee on or before the Expiry Date, the Guarantor shall stand fully discharged and released from any and all obligations, claims, and liabilities under this Performance Guarantee, whether or not this instrument is physically returned to the Guarantor.

[To be signed by the authorized signatory of the Bank, Dated and Stamped with the Bank's Stamp]

For and on behalf of the Guarantor:

[Signatures, Names and Designations of Bank Officers]

1. 2.
.....

[Also to be witnessed by two adult male witnesses, specifying in each case, the full name, National Identity Card number, and address]

Witness:

1. 2.
.....

**ANNEXURE VII: TIME & PAYMENT SCHEDULE
(Clause 18, 20)**

**TIME SCHEDULE OF DELIVERY FOR DESIGN, DEVELOPMENT & DEPLOYMENT OF
THE SYSTEM**

Definitions for this Annexure:

“T₀” = Effective Date / Contract signing date.

MS No.	Milestone (Condition & Acceptance)	Delivery Deadline	Service Duration	Payment %
1.	Development and Deployment of Farmer Helpdesk	T ₀ + 30 calendar days	N/A (perpetual)	PKR 119,706,076/-
2.	SLA Maintenance & Support Services – Software maintenance services and lifecycle support – Software framework integration (AI / ML models, GIS, mobile apps, web-based services, etc) – Software and network security services – Support organization structure and resource assignments – Incident management process documentation – Escalation matrix – Reporting framework and templates	T ₀	36 months	
3.	Establishment of Disaster Recovery (DR) Hub for NASTP Data Center Facility – Cloud orchestration / re-orchestration – HPC infrastructure optimization services	T ₀ + 15 calendar days	36 months	
Total				PKR 119,706,076/-

Notes:

A. **Payment Timeline:** Each milestone payment is due **within thirty (30) days** of receipt of an error-free invoice and the corresponding signed acceptance/Completion Certificate for that milestone.

B. **Partial Acceptance:** Where feasible, partial acceptance (and proportionate payment) may be processed upon the Purchaser's written approval if a milestone comprises separable deliverables already accepted.

C. **Dependencies:** Timeline assumes timely provision of site access, infrastructure, test data, and approvals by the Purchaser. Purchaser-caused delays extend the schedule on a day-for-day basis.

D. **Change Control:** Any scope change is handled via written change order without affecting acceptance of already completed deliverables.

ANNEXURE VIII: DECLARATION OF INTEGRITY
(Clause 33)

Declaration of Integrity: Contract No-----

M/s _____ the Seller hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it ("**GoP**") through any corrupt business practice.

Without limiting the generality of the foregoing, the Seller represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, Seller, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

The Seller certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

The Seller accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, the Seller agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in any amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Seller] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Signature [_____]
Name [_____]
Status in the Firm [_____]
Dated [_____]

ANNEXURE IX: NO DEMAND CERTIFICATE

(Clause 13.6)

I, _____ (a),

Late _____ (b),

To the _____ (c),

hereby acknowledge to have received payment in full from the Purchaser for all articles supplied and services rendered by me/us in connection with Contract No. _____ dated _____ for the supply of _____ (d).

I further certify that I/we have no further claims whatsoever against the Purchaser in connection with, or arising out of, said Contract which remain unadjusted.

Signature _____ **of** _____ **Contractor**
(with _____ stamp if _____ executed in _____ Pakistan)

Dated: _____

Signature of Two Witnesses (e):

1. _____
Name: _____
CNIC: _____
Address: _____

2. _____
Name: _____
CNIC: _____
Address: _____