

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA-1

(As Per Rule 47 of PP Rules. 2024)

To Be Filled And Uploaded on PPRA Website in Respect of All public Contracts of Works, Services and Goods.

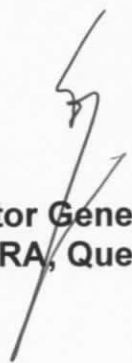
- | | |
|--|--|
| Name of The Organization / Deptt.
Federal / Provincial G.O./Rr.. Federal
Title of Contract: | NADRA Regional Head Office Quetta
Federal Government
Procurement of Waiting Benches (Lot-1) |
| • Tender Number: | NADRA-RHO-Qta-Admin/2025-26-003 |
| • Brief Description of Contract: | Tender for procurement of Security Services for NADRA RHO and Its Offices was published in newspapers and on PPRA Website through EPADS under Single Stage Two Envelop Bidding Procedure. Meanwhile, M/S Yaldrum Security Services considered as Most Advantageous Bid for Provision of Security Services. |
| • Tender Value : | Rs. 95,775,432/- |
| • Engineer's Estimate:
(For Civil Work Only) | <u>Nil</u> |
| • Estimated Completion Period : | One Year |
| • Whether The Procurement Was Included In Annual Procurement Plan? Yes / No
Advertisement (Newspaper):
(i) PPRA Website
Yes / No (Federal Agencies)
(If Yes Give Date And PPRA Tender Number:
(ii) News Papers
(If Yes Give Names Of Newspapers And Dates) | Yes

31-03-1026 (Newspaper)
31-03-2026

TS0000003395E

Daily Mashriq, Qta & Balochistan Time Qta on Dated:
31 th March, 2026 Yes |
| • Tender Opened On (Date & Time): | 16 th April, 2026 at 11:30am |
| • Nature of Purchase: | Local |
| • Extension In Due Date (If Any) | No |
| • Number of Tender Documents Sold: | No (Attach List Of Buyers) |
| • Whether Qualification Criteria:
Was Included In Bidding / Tender Documents. | Yes
Yes (If Yes enclose a Copy) |
| • Whether Bid Evaluation Criteria
Was Included In Bidding / Tender Documents. Documents Yes / No (If Yes enclose a Copy) | Yes
Yes |
| • Which Method Of Procurement Was Used:- (Tick One) | |
| (a) Single Stage – One Envelope Procedure | |
| (b) ☒ Single Stage – Two Envelope Procedure | |
| (c) Two Stage Bidding Procedure | |
| (d) Two Stage – Two Envelope Bidding Procedure | |
| Please Specify If any other Method of Procurement was adopted with Brief Reasons (I.e. Emergency, Direct Contracting, Negotiated Tendering Etc.) | |
| • Who Is The Approving Authority: | Director General RHO Quetta |

- Whether Approval of Competent Authority was obtained for using a method other than open competitive bidding. Yes
- Number of Bids Received: 3x
- Whether The Successful Bidder Was Lowest Bidder Yes
- Whether Integrity Pact was Signed Yes


Director General
RHO NADRA, Quetta

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

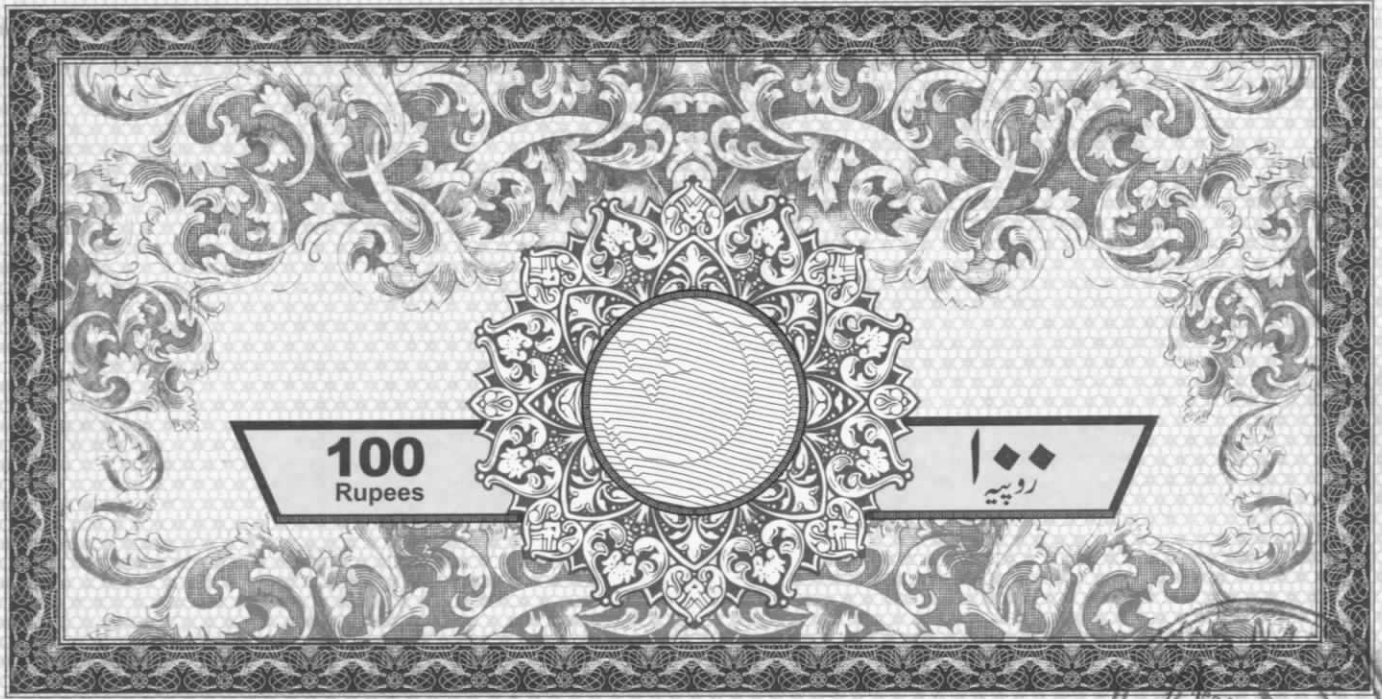
CONTRACT AWARD PROFORMA-2

(As Per Rule 47 of PP Rules. 2024)

To be Filled and Uploaded on PPRA Website in Respect of All Public Contracts of Works, Services and Goods.

- Number of Opening of Bids: 3x (Three)
- Name and Address of The Successful Bidder: M/S Yaldram Security Services
Flat# 9/1 Kabir Building, MA Jinnah Road
Quetta (081-2834027)
- Ranking of Successful Bidder In Evaluation Report: 1st Most Advantageous
- Need Analysis (Why The Procurement was necessary: In order to ensure the safety and security of applicants, staff and assets the deployment of out source is necessary.
- In Case Extension Was Made In Response Time, What were The Reasons (Briefly Describe): No
- Whether Names of The Bidders and Their Prices Were Read out at The Time of Opening of Bids Yes / No – Tender was opened through EPADS and quoted rates were read out at the time of tender opening before the participants of bidders.
- Date of Contract Signing:
(Attach A Copy of Agreement) 26/06/2026
- Contract Award Price – Whether Copy of Evaluation Report given to All Yes
- Bidders:
(Attach Copy of The Bid Evaluation Report) M/S Yaldram Security Services, M/S Yakjan Security Services & M/S Fuji Security Services
- Any Complaints Received:
(If Yes Result Thereof) Yes
- Any Deviation from Specification given:
In The Tender Notice / Documents:
(If Yes Give Details) No
- Deviation From Qualification Criteria:
(If Yes Given Details) No
- Special Conditions, If any
(Give Brief Description)


Deputy Director (Admin)
NADRA Regional Head Office Quetta



ONLY FOR BALOCHISTAN

**Agreement****Tender # NADRA – QTA-Admin / 2025-26-003**

This Agreement is made for the procurement of **Security Services at RHO Quetta and Its Offices** on the day of 23-6- 2026

Between

Ministry of Interior, **National Data Base & Registration Authority, NADRA Regional Head Office Quetta** the Procuring Agency and the supplier / bidder **M/S Yaldrum Security Services** a corporation incorporated under the laws of Pakistan and having its principal place of business at Quetta.

WHEREAS the Procuring Agency invited Bids for procurement of Security Services for RHO NADRA Quetta and Its Office Across the Province of Balochistan and has accepted a Bid by the Bidder for the procurement of those Services and in the sum of Rs. 95,775,432 [Ninety Five Million Seven Hundred Seventy Five Thousand Four Hundred Thirty Two Only] (hereinafter called "the Overall Contract Price for One Year"). This Agreement concludes a standing offer by the Bidder i.e. M/S Yaldrum Security Services Pvt Ltd. to provide the services (Security Services) at RHO NADRA Quetta and Its Office across the Province of Balochistan to the Procuring Agency (NADRA Balochistan) during the Term of the Agreement w.e.f **1st July, 2026 to 30th June, 2027 (One Year)**.

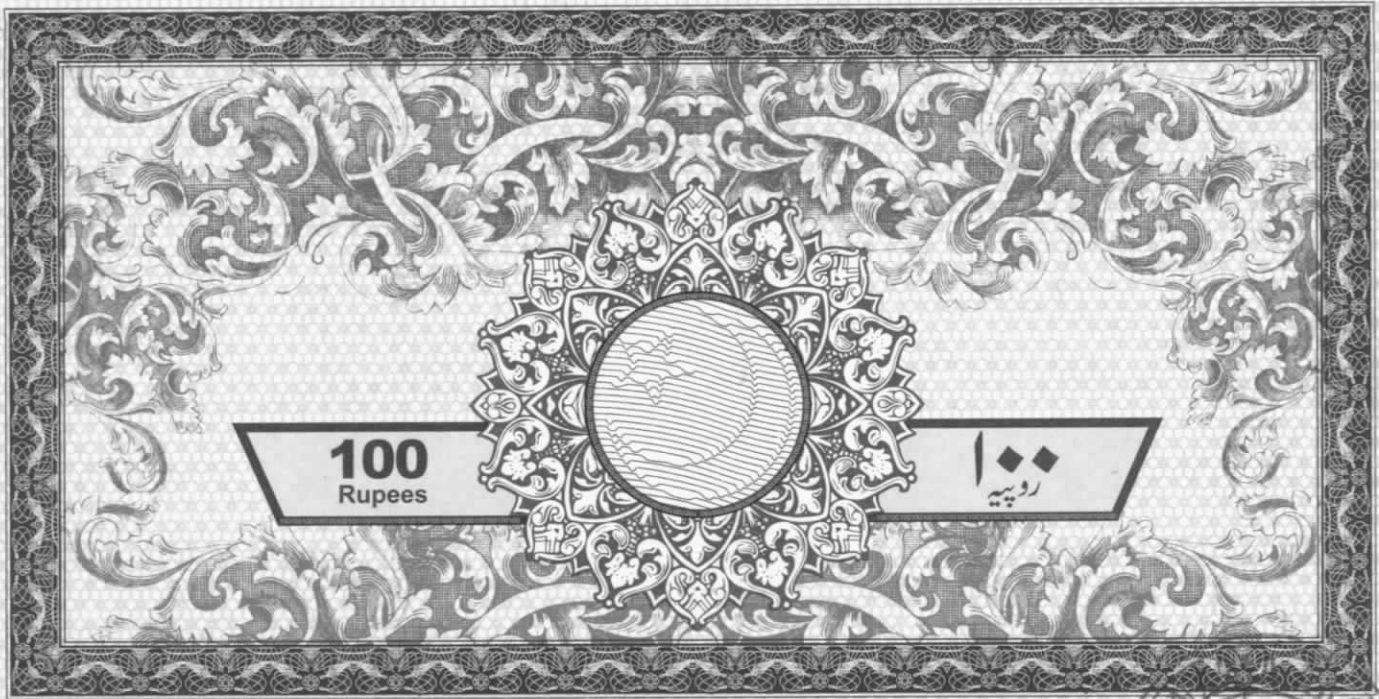
NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

- (a) This form of Contract; Tender # NADRA – QTA-Admin / 2025-26-003
- (b) the Form of Bid and the Price Schedule (Financial Proposal) submitted by the Bidder against Tender # NADRA – QTA-Admin / 2025-26-003
- (c) the Schedule of Requirements; Tender # NADRA – QTA-Admin / 2025-26-003

Naveed Jan Sahibzada
(Director General)
RHO NADRA Quetta





ONLY FOR BALOCHISTAN



- (d) the Technical Specifications; Tender # NADRA – QTA-Admin / 2025-26-003
 (e) the Special Conditions of Contract; Tender # NADRA – QTA-Admin / 2025-26-003
 (f) the General Conditions of the Contract; Tender # NADRA – QTA-Admin / 2025-26-003
 (g) the Procuring Agency's Letter of Acceptance; Tender # NADRA – QTA-Admin / 2025-26-003 and
 (h) All the terms & conditions, Instructions to Bidder, Bid Data Sheet, bidding documents of tender # NADRA – QTA-Admin / 2025-26-003 and letter of intent vide letter # RHO/Qta/61/Tender/NDD15L Dated: 2nd June, 2026

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of the services (Security Services) and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

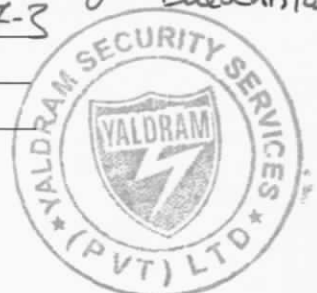
IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Naveed Jan Sahibzada
 (Director General)
 RHO NADRA Quetta
 FOR AND ON BEHALF OF
 National Data Base & Registration
 Authority
 Regional Head office Quetta

Name: Naveed Jan Sahibzada
 Designation: Director General
 ERP: _____
 Date: 23-06-2026
 Cell: 9211622

FOR AND ON BEHALF OF
M/S Yaldrum Security Services Pvt Ltd.

Name: HASSHAM RAZZAQ DURRANI
 Designation: Regional Manager Balochistan
 CNIC: 54400-0540807-3
 Date: 23-6-26
 Cell: 03218006116



ATTESTED
 23 JUN 2026

Miss Nazia Arif
 Advocate High Court
 Notary Public

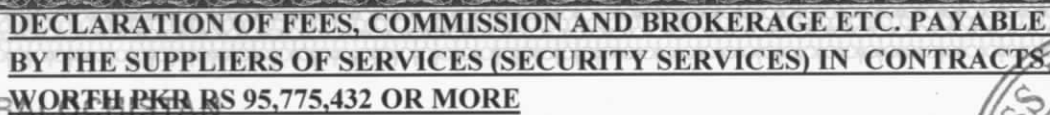


TABLE
FACTS.

MISS NAZIA ARIFF
Reg No. _____
Date _____
Notary Public
Quetta,
Balochistan
Advocate High Court

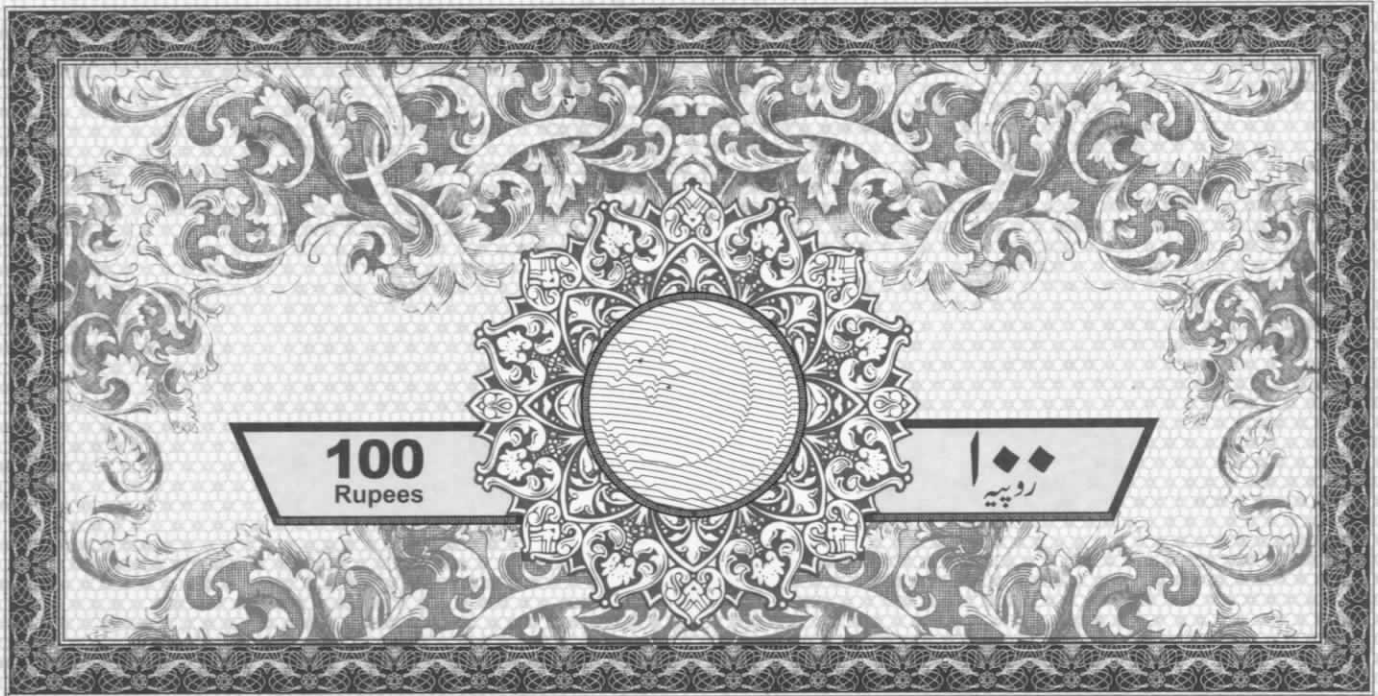
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ny
at

HR.

YALDRAM SECURITY SERVICES
(PVT) LTD.

d.

M/S Yaldram Security Services Pvt Ltd.



ONLY FOR BALOCHISTAN

[Signature]
Naveed Jan Sahibzada
 (Director General)
 RHO NADRA Quetta



Witnesses-1

1. *[Signature]*
 (Signature)

Kashif Shohrazad
 (Name)

5440003407893
 (CNIC)

Dated: 23 June, 2026

Witnesses-2

1. *[Signature]*
 (Signature)

Syed Ammar Shah
 (Name)

54302-0776852-3
 (CNIC)

Dated: 23 June, 2026

Witnesses-1

1. *[Signature]*
 (Signature)

Muhammad Hanan
 (Name)

51602 11453135
 (CNIC)

Dated: 23 June, 2026

Witnesses-2

1. *[Signature]*
 (Signature)

Rahmat Ullah
 (Name)

51602 72411839
 (CNIC)

Dated: 23 June, 2026

ATTESTED
23 JUN 2026
Miss Nazia Arif
 Advocate High Court
 Notary Public

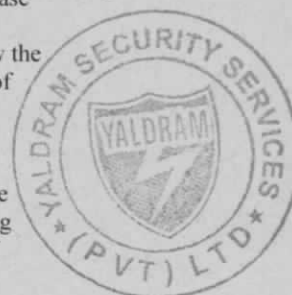


Price Schedule (Financial Proposal)

1	2	3	4	5	6	7	8
Item No.	Item Description	Estimated Quantity	Period (Months)	Related Service Completion Period as per requirement	Unit Price (federal government notified minimum wages rates shall be adhered / ensured)	Unit Price (Including, Social Security, EOBI, BRA, Misc Taxes and all applicable taxes, etc)	Total Price (Col. 3*4*7) Inclusive of all Govt Taxes
1	Armed Guard (Ex-Armed Force)	25	12	7 Days a Week (12 Hrs) Day/Night	37,500/-	45,578/-	13,673,400/-
2	Civilian Trained (Armed Guard)	120	12		37,000/-	45,078/-	64,912,320/-
3	Lady Searchers	30	12		37,000/-	44,544/-	16,035,840/-
4	Security Supervisor	2	12		40,000/-	48,078/-	1,153,872/-
Total Bidding Amount (PKR) including all applicable taxes							95,775,432-
Total Bidding Amount (PKR) In Million including all applicable taxes							95.775432
Total Amount in Words: Ninety Five Million Seven Hundred Seventy Five Thousand Four Hundred Thirty Two Only							

Note to the Procuring Agency: Bidders shall adhere the following points while quoting the rates if found unrealistic the bids may be treated as canceled.

- The prices shall be Federal Government notified Minimum Wage Rates to be adhered/ followed by bidders while quoting Prices.
- The price shall include the EOBI and Social Security Charges to be adhered/ followed by bidders while quoting Prices.
- The prices shall include WHT & BRA Taxes.
- The bidder is required to quote the prices on their company letter head and signed and stumped duly
- Bidder is required to submit a stamp paper where clearly mentioned that all the applicable taxes shall be adhered by the bidder.
- EOBI and social security charges shall be adhered by the bidder and bidder shall be responsible to pay the minimum wages as declared by Government of Pakistan to deputy security guards during the entire period of contract.
- Percentage of quantity increase is 15 percent. The procuring agency reserve the right to decrease the number of deployed security guards upto fourty percent (40%) of the original contract quantity during the contract period, depending upon operational requirements keeping in view the uncertainty of services / requirements. Payment shall be made on the basis of actual number of guards deployed at the agreed unit rates and no claim for compensation on account of such variation shall be entertained.
- One year agreement will be signed between NADRA Balochistan and Successful bidder, extendable for one year on same terms and conditions upon mutual understanding between the two parties. Moreover, In case of any increase in Government-notified minimum wages during the contract period, the agreed contract rates shall be adjusted proportionately to the extent of such statutory chang only. No Additional profit, overhead or margin shall be allowd.
- Bidder shall submit the detail breakup of the qouted rates and attached with the financial proposal.
- Bidder shall submit the monthly charges of EOBI and Social Charges against each security guard deputed at NADRA Regional Head Office Quetta and Its Office across the Balochistan. Bidder shall submit / attach the mohtly invoices / receipts of EOBI and Social Security charges against each security guard with the monthly claim / bill / invoice.
- The bidder shall submit salary disbursement record for all security guards deputed at NADRA. Furthermore, salaries must be disbursed strictly through banking channels and cash payments shall not be permitted.
- The bideer shall provide a detailed cost / price breakdown of the total qouted amount, including all applicable taxes, WHT, BRA etc and EOBI and Social Security Charges etc.



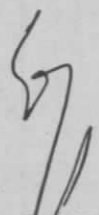
Naveed Jan Sahibzada
(Director General)
RHO NADRA Quetta

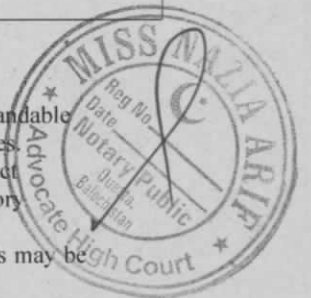
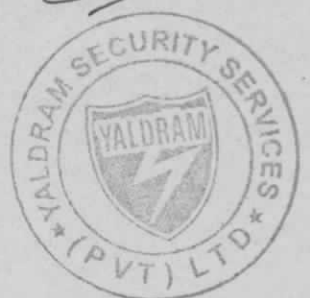
SCHEDULE OF REQUIREMENTS

S. No	Description	Estimated Quantity	Tentative date of supply / order	Tentative Deployment Date	Location of Deployment
1.	Civilian Trained Armed Guard	145	July - 2026	7 days w.e.f issuance of deployment order by procuring agency	Across the Province of Balochistan
2.	Armed Guard (Ex-Armed Force)				
3.	Lady Searchers	30			
4.	Security Supervisor	1 to 2			
5.	Ratio of Armed Guard (Ex-Armed Force) / Civilian Trained Armed Guard	20% / 80%			
6.	Weapons 30 bore / 9mm Caliber Pistols / Shotguns (Pump Action) / SMG	45% / 45% / 10%			

1. Important Note:

- a. One year agreement will be signed between NADRA Balochistan and Successful bidder, extendable for one year on same terms and conditions upon mutual understanding between the two parties. Moreover, In case of any increase in Government-notified minimum wages during the contract period, the agreed contract rates shall be adjusted proportionately to the extent of such statutory change only. No Additional profit, overhead or margin shall be allowed.
- b. Bidders shall adhere the following points while quoting the rates if found unrealistic the bids may be treated as canceled.
- c. The prices shall be Federal Government notified Minimum Wage Rates to be adhered/ followed by bidders while quoting Prices.
- d. The price shall include the EOBI and Social Security Charges to be adhered/ followed by bidders while quoting Prices.
- e. The prices shall include WHT & BRA Taxes.
- f. EOBI and social security charges shall be adhered by the bidder and bidder shall be responsible to pay the minimum wages as declared by Government of Pakistan to deputy security guards during the entire period of contract.
- g. Percentage of quantity increase is 15 percent. The procuring agency reserve the right to decrease the number of deployed security guards upto forty percent (40%) of the original contract quantity during the contract period, depending upon operational requirements keeping in view the uncertainty of services / requirements. Payment shall be made on the basis of actual number of guards deployed at the agreed unit rates and no claim for compensation on account of such variation shall be entertained.


Naveed Jan Sahibzada
 (Director General)
 RHO NADRA Quetta



Terms & Conditions

Section "A"

- a. NADRA requires Armed Security Guards (**Ex-armed forces & Civilian Trained Guards Certificate of Training is also Required**) for its Regional Head office and NRCs located at RHO Baluchistan as per the deployment pattern elaborated below.
- b. A notice of 20 days will be given prior to the opening of the NRC/Office and it will be expected that the guards will be deployed at least 5 days prior to the opening of the NRC. The overall completion for deployment is required to be fulfilled within 15 Days from the date of the award of the contract. Non compliance of deployment on due date; will result into cancellation of the contract.
- c. An amount of Rs 200/- per day will be fined for non-deployment guards from ex-armed forces or trained civilian guards. The sum of penalty on this account will be deducted from the monthly billing of the agency.
- d. Bidder / Firm / Company will not provide wages less than GOP declared minimum wages as per Govt notification. Otherwise the financial Bid will be rejected and the firm will be declared disqualify.
- e. An affidavit by the CEO of the security agency is required to be enclosed with the document including assurance to deploy guards as per the given stated deployment pattern in all NRCs / Offices and Regional Head Office-Quetta from the very start of the deployment till its completion within a month from the date of award of the contract.
The company will not be allowed to participate in the bidding process if the said affidavit is not attached.
- f. Percentage of quantity increase is 15 percent. The procuring agency reserve the right to decrease the number of deployed security guards upto fourty percent (40%) of the original contract quantity during the contract period, depending upon operational requirements keeping in view the uncertainty of services / requirements. Payment shall be made on the basis of actual number of guards deployed at the agreed unit rates and no claim for compensation on account of such variation shall be entertained.

Section "B"

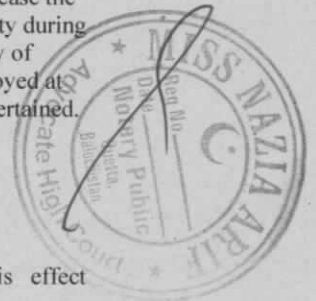
Mandatory Drill required to be performed by Security Company:

- Checking of weapons for their worthiness - Once a month (A certificate to this effect will be forwarded to Head Office).
- Checking/Replacement of ammunition - Once in a Quarter (A certificate to this effect will be forwarded to Head Office)
- Placement of Guards - As and when required basis
- Deployment - No guard will be allowed to perform duty more than 12 hours
- Deployment Pattern- Will be given in detail after agreement.
- Definition of Ex-armed Forces- Retired Guards, ex-service from Army/Navy/Air Force/Rangers/FC.
- Definition of Civilian Trained Guard-
Guards hired under the company's formal selection criteria, and who have taken adequate training for the services of a guard from a recognized and reputable Government Training Institute. The guard must have gone through training/practice firing session prior to first Time deployment and thereafter twice a year with minimum two years services. The guards must be physically fit and have no known medical impediments that may adversely affect their performance of duties and are adequately trained for carrying out such guarding services and such training is refreshed at periodic intervals and are assessed to have a motivated, positive and objective professional disposition towards carrying out their duties.

Agency Monitoring Procedure - The company will ensure checking of deployed guards through their security supervisors on daily basis, once during the day time and once at night and to this affect an entry will be made in the inspection register (to be provided by the company) for necessary record. A certificate will be rendered to the Office manager certifying that the guards deployed as carried out firing practice within a period of last six month.

- Company will not change his any guard without prior approval from NADRA authorities.

Naveed Jan Sahibzade
(Director General)
RHO NADRA Quetta



- PBA Requirement on Deployment/Verification of Security Guards and other Related Conditions. Guidelines issued by PBA are required to be met at all cost. Noncompliance of any requisite, asked by PBA may result into initiation of the case by the bank to PBA for blacklisting of the agency.
- In case the supervisor of security section of NADRA or any officer of the NADRA finds the given lapses during spot/surprised visit, the company will be fined as per the rate mentioned below:

S.No	Discrepancy	Amount to be fined per observation
1	Guard found absent from Office/NRC	2 x days pay of the guard
2	Office/NRC found locked (Both guards absent)	5 x days pay of each guard
3	Observation on dress	Rs. 500/- will be deducted per inspection
4	Observation on weapon	Rs. 500/- will be deducted per inspection
5	Guard joining Late	½ day pay of the guard

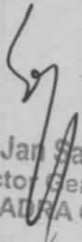
Section "C"

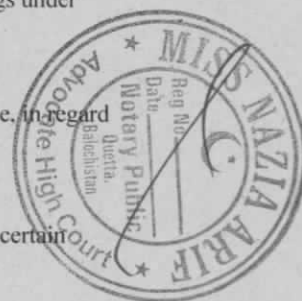
- That company shall provide to the Client, well-trained Security Guard(s) who shall be able to perform Security Services in accordance with requirements up to the entire satisfaction of the Client.
- That the Company shall provide copies of valid CNICs/latest Police verifications and medical fitness certificates (updated) of all security personnel.
- That COMPANY shall ensure that the Security Guard(s) are well-trained, ex-service men/ Trained Civilian as per desired ratio, physically, mentally and medically fit. Lady Searchers/ Security Guards shall also be provided by COMPANY to the Client as per its requirement.
- That the COMPANY shall provide the Security Services at the premises of the Client on the basis of day and night shifts, seven (07) days a week including all the gazetted and public holidays.
- The COMPANY shall supervise the Security Guard(s) deputed at the said premises of the Client at all times. The shift duty hours of the Security Guards shall be based on 12 hours per shift.
- That the Security Guard(s) shall carry valid licensed weapon(s), along with live rounds. Deputed Security Guards shall carry the proper, intact, legal, valid and duly renewed license. (Verifiable at any stage)
- That the COMPANY shall nominate its authorized representative(s) to maintain a liaison with the Client and to receive and execute necessary instructions/ deployment plans from the Client within the parameters of this Agreement and the law of the land.
- That COMPANY ensures that the Security Guard(s) provided to the Client shall maintain discipline, good behavior, and does / do not in any manner cause any interference, hindrance, annoyance and / or nuisance to the Client and shall not disclose any information to anyone in respect of the Security arrangement(s) and the domestic / internal affairs of the Client.
- That the COMPANY shall be duly bound to depute another Security Guard(s) as replacement at the premises of the Client with immediate effect in substitution of Security Guard(s) who is / are dismissed by COMPANY, proceeded on leave and / or is/are missing without leave.

Naveed Jan Sahibzada
(Director General)
RHO NADRA Quetta



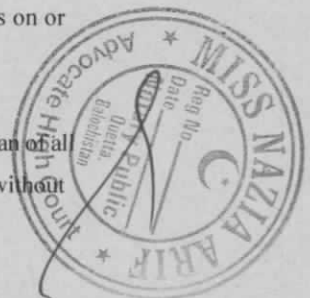
- j) The COMPANY shall be duly bound to replace / substitute the Security Guard(s) immediately if the Client is not satisfied with the performance of any Security Guard(s) including the issues of discipline, behavior, illegal activities and wearing improper uniform.
- k) That COMPANY shall provide proper uniform(s), licensed weapon(s) and all other necessary equipment to the Security Guard(s).
- l) That Security Guard(s) shall not be entitled to claim any payment(s) in any manner whatsoever, from the Client.
- m) That COMPANY at its own discretion will obtain life insurance/EOBI cover for its Security Guard(s) and shall take all other necessary steps accordingly.
- n) The Client shall not be liable for any loss to the Security Guard(s) or to any of his / their belongings under any circumstances whatsoever.
- o) That the Client shall make payment(s) to COMPANY on Monthly basis as per the payment invoice, in regard to the services provided by COMPANY to the Client.
- p) In case of absence of any Security Guard(s) from duty, the Client shall be entitled to deduct certain percentage of amount mentioned in (SCC) Liquidated damages.
- q) In case of loss of any valuable asset of NADRA Balochistan RHO Quetta during a shift at respective location / office or during the transportation of asset / items / equipment the amount of the same shall be deducted from monthly gross contract amount payable to the company, as recovery of the monetary loss.
- r) That COMPANY, upon receipt of the information of absence of Security Guard(s) from the Client shall depute another Security Guard(s) in his place within an hour from the time of Communication.
- s) That the Security Guard(s) shall act as Guard(s). The Security Guard(s) shall be duty bound to perform the assignments as directed by NADRA In-Charge(s) concerned within the scope of services.
- t) That either party may terminate the Agreement if the other party fails to perform its obligations in terms of this Agreement within thirty days (30) days of a written notice by NADRA or ninety days (90) days notice by the company / firm.
- u) RHO NADRA Quetta has reserve the rights to terminate the agreement / contract without assign any reason within thirty days (30) days by a written notice.
- v) That the COMPANY shall not publish any information, photograph and / or any advertisement in public / media in regard to its Security Services extended to the Client, without the prior written consent/ approval from the Client.
- w) The COMPANY shall submit his monthly invoice / bills completed in all respects to Admin Branch NADRA RHO Quetta during first week of every month for the work carried out during the preceding month.


Naveed Jan Sahibzada
(Director General)
RHO NADRA Quetta



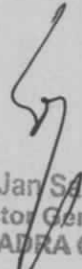
- x) NADRA RHO QUETTA reserves the right to terminate the contract by giving a notice of thirty (30) days to the COMPANY / FIRM if:
- In the opinion of the NADRA RHO Quetta/ NADRA Competent Authority, the COMPANY's performance is unsatisfactory.
 - he COMPANY fails to abide by any of the conditions of the contract or the instructions of NADRA RHO Quetta.
 - If it decides to discontinue the services of the COMPANY due to any reason other than those mentioned above.
- y) NADRA RHO Quetta shall have the right to forfeit the performance guarantee in this / above scenarios of withdrawal / termination of contract and blacklisting of the company as per Public Procurement Rules 2004.
- z) Firm / Bidder shall be responsible to pay / disbursed monthly salary to the deputed security guards on or before 5th Day of each month during the entire period of contract.
- aa) The bidder / firm shall ensure that the monthly wages / salaries as declared by Government of Pakistan of all security guards deployed under this contract are paid no later than the 5th calendar day of each month without any exception.
- bb) The obligation to pay salaries on time is independent of the payment schedule between the procuring agency and the firm / bidder. Delay in the release of payment by the procuring agency shall not be considered a valid justification for any delay in disbursement of salaries to deputed security guards. Failure to comply with timely payment of the salaries shall be treated as a material breach of contract and may result imposition of penalty as determined by the procuring agency and or termination of the contract and blacklisting of the firm as per applicable rules.
- cc) The rates quoted by the Security Company (Inclusive of all applicable Governments Taxes & Guards minimum wages rates Notifications (Announced by Federal Government time to time), EOBI, Social Security, Health and Life insurance etc as per Health & Labor law, once accepted by the NADRA shall be valid for the contracted period and no escalation of security- charges would be entertained during the term of contract.
- dd) Provision of benefits such as group insurance, registration with EOBI and social security etc. would be the sole responsibility of Security Company
- ee) Company will be fully responsible in case of misconduct caused by the security personnel
- ff) The Security Company will be responsible to get each guard medically examined by a registered medical practitioner. The company shall also ensure that character certificates of each guard have been verified.
- gg) During the contract, the security company will provide Security Services as per terms and conditions of the tender document/ agreement.
- hh) When circumstances warrant, NADRA may refuse to accept services from any employees of Company whose work has been found unsatisfactory reported by site In charge or not in accordance with the

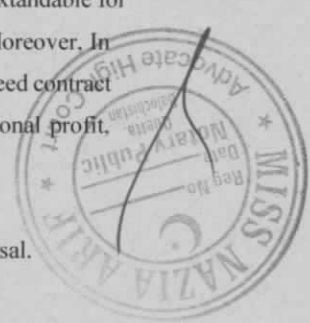
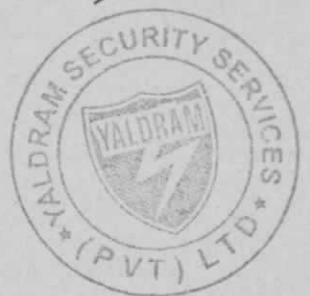
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requirements of this agreement. In addition, penalties / actions would be initiated in case of unsatisfactory performances.

- ii) The Armed Guards will remain alert, patrolling and vigilant throughout their duty hours, and any mishap will be the responsibility of the Security Agency under all circumstances subject to the completion of all legal proceedings as required by law.
- jj) All payments will be done as per NADRA RHO QUETTA rules on post monthly basis, after satisfactory performance certificate received from Site In charge for each Month
- kk) Any type of corrupt or fraudulent practices and provision of false information will lead to the blacklist of firm.
- ll) The authority reserve the right to verify the Minimum Wage as per Federal Government Notification in the form of Credit transferred through Bank or Cheque. In case the Minimum wage not full filled by Security Company then the authority reserve the right to cancel the Contract
- mm) One year agreement will be signed between NADRA Balochistan and Successful bidder, extendable for one year on same terms and conditions upon mutual understanding between the two parties. Moreover, In case of any increase in Government-notified minimum wages during the contract period, the agreed contract rates shall be adjusted proportionately to the extent of such statutory change only. No Additional profit, overhead or margin shall be allowed.
- nn) Bidder shall submit the detail breakup of the quoted rates and attached with the financial proposal.
- oo) Bidder shall submit the monthly charges of EOBI and Social Charges against each security guard deputed at NADRA Regional Head Office Quetta and Its Office across the Balochistan. Bidder shall submit / attached the monthly invoices / receipts of EOBI and Social Security charges against each security guard with the monthly claim / bill / invoice
- pp) The bidder shall submit salary disbursement record for all security guards deputed at NADRA. Furthermore, salaries must be disbursed strictly through banking channels and cash payments shall not be permitted.


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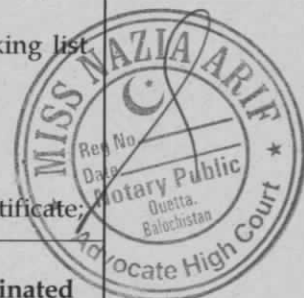


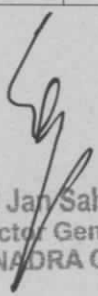
SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
		Definitions (GCC 1)
1.	1.1	The Procuring Agency is: NADRA
2.	1.1(j)	The Supplier is: [Name and address]
3.	1.1(q)	The title of the subject procurement or The Project is: Procurement Security Services
		Governing Language (GCC 4)
4.	4.1	The Governing Language shall be: English
		Applicable Law (GCC 5)
5.	5.1	The Applicable Law shall be: Laws of the Pakistan.
		Country of Origin (GCC 6)
6.	6.1	Country of Origin is
		Performance Security (or guarantee) (GCC 10)
7.	10.1	The amount of performance security (or guarantee), as a percentage of the Contract Price, shall be: 3%
8.	10.4	After completion and acceptance of the Services 3% percent of the Performance Security (or guarantee) shall be withheld during the entire contract to cover the Supplier's / Vendors warranty / performance obligations in accordance with GCC Clause 18.2.
		Inspections and Tests (GCC 11)
9.	11.1	Inspection and testing of the deputed security may be carried out at any time at any stage by the procuring agency during the entire contract period.
		Packing (GCC Clause 12)
10.	12.2	The following SCC shall supplement GCC Clause 12.2: All the Deputede security guards must be well equipment weapons wise and must be dressedup in the proper uniform, proper shouse, badges, cap etc.
		Delivery and Documents (GCC Clause 13)


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11.	13.1	For Goods supplied from abroad: Upon shipment, the Supplier shall notify the Procuring Agency and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Procuring Agency, with a copy to the Insurance Company: (i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of nonnegotiable bill of lading; (iii.) One original plus four copies of the packing list identifying contents of each package; (iv.) Insurance Certificate; (v.) Manufacturer's or Supplier's warranty certificate;
		(vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and (vii.) certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate. The above documents shall be received by the Procuring Agency at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses. [Other similar documents should be listed, depending upon the Incoterm retained.]

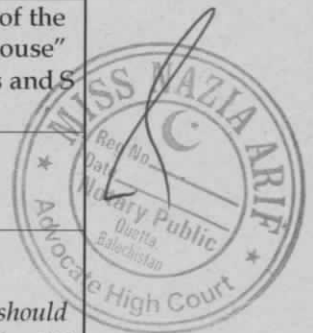



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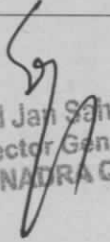


12.	13.3	For Goods and Related Services within Pakistan: Upon delivery, provision, installation, fixation etc of the Goods and Related Services to the transporter, the Supplier shall notify the Procuring Agency and mail the following documents to the Procuring Agency: (i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) delivery note, railway receipt, or truck receipt; (iii.) Manufacturer's or Supplier's warranty certificate; (iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and (v.) certificate of country of origin issued by Pakistan Chamber of Commerce and Industry or equivalent authority in the country of origin in duplicate. The above documents (also in original) shall be received by the Procuring Agency before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
		Insurance (GCC Clause 14)
13.	14.1	The Insurance shall be in an amount equal to 110 percent of the applicable INCOTERM value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and strikes.
		Related Services (GCC Clause 16)
14.	16.1	Related services to be provided are: <i>[Selected services covered under GCC Clause 16 and/or other should be specified with the desired features. The price quoted in the Bid price or agreed with the selected Supplier shall be included in the Contract Price.]</i>
		Spare Parts (GCC Clause 17)
15.	17.1	Additional spare parts requirements are: Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit.
		Warranty (GCC Clause 18)


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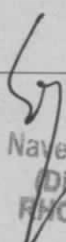


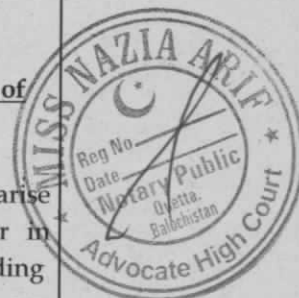
16.	18.2	In partial modification of the provisions, the Warranty period shall be commenced from date of provision of service to the procuring agency and acceptance / completion issued to bidder / firm by procuring agency in all aspects. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either: (a) make such changes, modifications, and/or additions to the Goods / Services or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4, or (b) In case of any delay in delivery LD @ 0.2% of the total value of the delayed item per day up to a maximum of 10% of the total value of the delayed items shall be charged.
17.	18.4 &	The period for correction in errors and replacement of security who not performing their duty on the site is: Immediately: But security guard will not allow to vacate the premises / office without any replacement
Payment (GCC Clause 19)		
		The method and conditions of payment to be Supplier / Vendor under this Contract shall be as follows: Payment for Goods and Services and works supplied from within Pakistan: Month Wise Payment for Services (Security Services) from within Pakistan shall be made in Pakistani Rupees, as follows: ⊕ 100 % percent Month Wise Payment (Monthly Payment) as per agreed Contract Price shall be paid to the Vendor / Bidder within thirty (30) days after the date of the acceptance / completion certificate / attendance certificate of each security guard with satisfactory performance in all aspects issued by the Procuring Agency and on production of following documents. - Firm Bill Including Sale tax invoice - Attendance Certificate of Each Deployed Security Guard - Valid professional tax & income tax exemption certificate (if applicable) - Bidder shall submit the monthly charges of EOBI and Social Charges against each security guard deputed at NADRA Regional Head Office Quetta and Its Office across the Balochistan. Bidder shall submit / attached the monthly invoices / receipts of EOBI and Social Security charges against each security guard with the monthly claim / bill / invoice. - Submit salary disbursement record for all security guards deputed at NADRA. Furthermore, salaries must be disbursed strictly through banking channels and cash payments shall not be permitted
Liquidated Damages (GCC Clause 26)		


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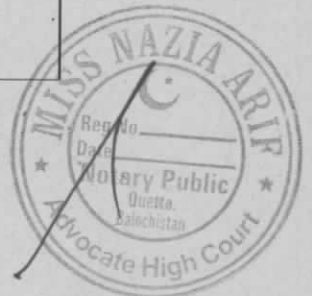
21.	25.1	Applicable rate:
		Maximum deduction: is equal to the performance security.
		i. In case of any delay in delivery LD @ 0.2% of the total value of the delayed item per day up to a maximum of 10% of the total value of the delayed items shall be charged.
Procedure for Dispute Resolution (GCC Clause 32)		
23	32.3	Dispute Resolution (a) For Contracts to be entered with foreign Contractor/ Service Provider: All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. (b) For Contracts to be entered with nationals of Pakistan: 1. If any dispute of any kind whatsoever shall arise between the Procuring Agency and the Supplier 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 7 (seven) 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. 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 [Insert name of the city] and proceedings will be conducted in - [Specify language] language.


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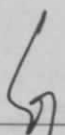
		4. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion 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 delivery of goods. 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 Procuring Agency shall pay the Supplier any monies due to the Supplier.
		Notices (GCC Clause 35)
26	35.1	— Procuring Agency's address for notice purposes: Admin Section NADRA Regional Head Office (First Floor) Zarghoon Road Quetta Ph: 081-9211622 — Supplier's address for notice purposes:


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GENERAL CONDITIONS OF THE CONTRACT (GCC)

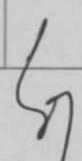
1.	Definitions	1.1	The following words and expressions shall have the meanings hereby assigned to them:
		a)	"Authority" means Public Procurement Regulatory Authority.
		b)	The "Arbitrator" is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GC C Clause 31 hereunder.
		c)	The "Contract" means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
		d)	The "Commencement Date" is the date when the Supplier shall commence execution of the contract as specified in the SCC.
		e)	"Completion" means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.
		f)	"Country of Origin" means the countries and territories eligible under the PPRA Rules 2004 and its corresponding Regulations as further elaborated in the SCC.
		g)	The "Contract Price" is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
		h)	"Defective Goods" are those goods which are below standards, requirements or specifications stated by the Contract.
		i)	"Delivery" means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Procuring Agency under Contract.
		j)	"Effective Contract date" is the date shown in the Certificate of Contract Commencement issued by the Procuring Agency upon fulfillment of the conditions


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				different in basic characteristics or in purpose or utility from its components.
			v)	"Force Majeure" means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
			w)	"Specification" means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Procuring Agency.
			x)	The Supplier's Bid is the completed Bid document submitted by the Supplier to the Procuring Agency.
2.	Application and interpretation	2.1		These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.


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		2.2	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
		2.3	The documents forming the Contract shall be interpreted in the following order of priority:
			(1) Form of Contract, (2) Special Conditions of Contract, (3) General Conditions of Contract, (4) Letter of Acceptance, (5) Certificate of Contract Commencement (6) Specifications (7) Contractor's Bid, and (8) Any other document listed in the Special Conditions of Contract as forming part of the Contract.
3.	Conditions Precedent	3.1	Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: -
			a) Submission of performance Security (or guarantee) in the form specified in the SCC; b) Furnishing of Advance Payment Unconditional Guarantee.
		3.2	If the Condition precedent stipulated on GCC Clause 3.1 is not met by the date specified in the SCC this contract shall not come into effect;
		3.3	If the Procuring Agency is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waived by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.

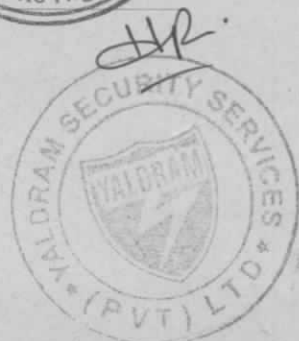
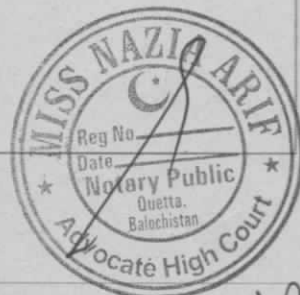
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4.	Governing Language	4.1	The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Procuring Agency shall be written in the language specified in SCC. Subject to GCC Clause 3.1 , the version of the Contract written in the specified language shall govern its interpretation.
		5.1	The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.
5.	Applicable Law	6.1	The origin of Goods and Services may be distinct from the nationality of the Supplier.
6.	Country of Origin		
7.	Standards	7.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, the American Standards (such as ACI, IEEE, ASME, etc.) or the Pakistani standards such as PSQCA Such standards shall be the latest issued by the concerned institution.
8.	Use of Contract Documents and Information; Inspection and Audit by the Government of Pakistan	8.1	The Supplier shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
		8.2	The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 7.1 except for purposes of performing the Contract.
		8.3	Any document, other than the Contract itself, enumerated in GCC Clause 7.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if so required by the Procuring Agency.

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		8.4	The Supplier shall permit the Government of Pakistan or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of Pakistan or / and the appropriate donor agencies, if so required by the Government of Pakistan or / and the appropriate donor agencies.
		9.1	The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Pakistan.
9.	Patent and Copy Rights	9.2	The patent right in all drawings, documents, and other materials containing data and information furnished to the Procuring Agency by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Procuring Agency directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.
		10.1	The Performance Security (or Guarantee) shall be provided to the Procuring Agency no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Agency, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC.
10.	Performance Security (or Guarantee)	10.2	The proceeds of the Performance Security (or 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.
		10.3	The Performance Security (or Guarantee) shall be in one of the following forms:
		a)	A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency; or
		b)	A cashier's or certified check.

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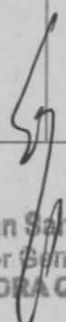


		10.4	The performance security (or guarantee) will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC.
		11.1	The Procuring Agency or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.
11.	Inspections and Test	11.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.
		11.3	Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Procuring Agency.
		11.4	The Procuring Agency's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the Procuring Agency's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the Goods' shipment from the country of origin.
		11.5	Nothing in GCC Clause 10 shall in any way release the supplier from any warranty or other obligations under this Contract.

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12.	Packing	12.1	The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
		12.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Agency.
13.	Delivery and Documents	13.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and or other documents to be furnished by the Supplier as specified in SCC.
		13.2	For purposes of the Contract, "EXW", "FOB", "FCA", "CIF", "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.
14.	Insurance	13.3 SCC.	Documents to be submitted by the Supplier are specified in
		14.1	The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC.

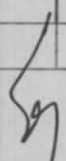

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15.	Transportati on	15.1	Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Procuring Agency or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		15.2	Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in Pakistan, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		15.3	Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Pakistan, defined as the Project Site, transport to such place of destination in Pakistan, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
16.	Related Services	16.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
			a) Performance or supervision of on-site assembly, Installation Commissioning and/or start-up of the supplied Goods;
			b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
			c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
			d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations



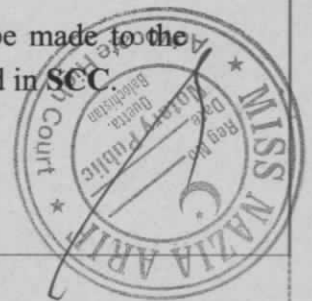
				under this Contract; and
			e)	Training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
		16.2		Prices charged by the Supplier for related services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
17.	Spare Parts	17.1		As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
			a)	Such spare parts as the Procuring Agency may elect to purchase from the Supplier, provided that this election
				shall not relieve the Supplier of any warranty obligations under the Contract; and
			b)	In the event of termination of production of the spare parts:
			i)	advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and
			ii)	following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.


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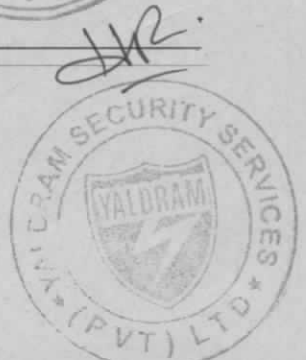
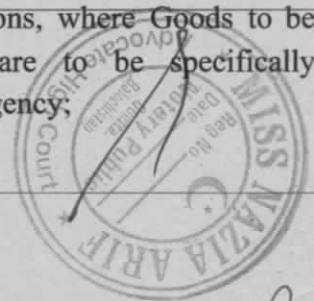


18.	Warranty/ Defect Li- ability Period	18.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in Pakistan.
		18.2	This warranty shall remain valid for a period specified in the SCC after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the SCC after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
		18.3	The Procuring Agency shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
		18.4	Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.
		18.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.
19.	Payment	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

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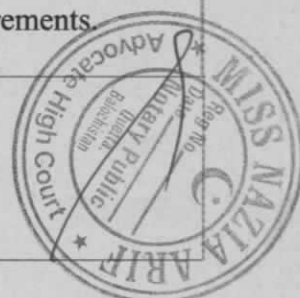


		19.2	The Supplier's request(s) for payment shall be made to the Procuring Agency in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 13 , and upon fulfillment of other obligations stipulated in the Contract.
		19.3	Payments shall be made promptly by the Procuring Agency, within sixty (60) days after submission of an invoice or claim by the Supplier. If the Procuring Agency makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC.
		19.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid.
		19.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC Clause 19.4
20.	Prices	20.1	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
		20.2	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC or in the Procuring Agency's request for Bid Validity extension, as the case may be.
21.	Change Orders	21.1	The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 22 , make changes within the general scope of the Contract in any one or more of the following:
		a)	Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;
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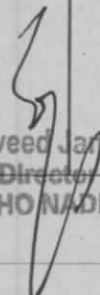


		a)	The method of shipment or packing;
		b)	The place of delivery; and/or
		c)	The Services to be provided by the Supplier.
		21.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency change order.
		21.3	Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
		22.1	Subject to GCC Clause 20 , no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
22.	Contract Amendments		
23.	Assignment	23.1	Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
24.	Sub-contracts	24.1	The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.
		24.2	Subcontracts must comply with the provision of GCC Clause 5 .
		25.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.
25.	Delays in the Supplier's Performance		

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		25.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
		25.3	Except as provided under GCC Clause 28 , a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26 , unless an extension of time is agreed upon pursuant to GCC Clause 25.2 without the application of liquidated damages.
26.	Liquidated Damages	26.1	Subject to GCC Clause 28 , if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in SCC. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 26 .
27.	Termination for Default	27.1	The Procuring Agency or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.


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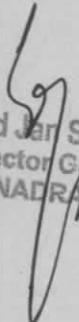


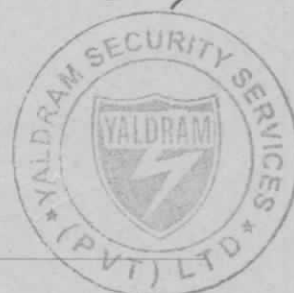
		27.2	Fundamental breaches of Contract shall include, but shall not be limited to the following:
		a)	the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 24 ; or
		b)	the Supplier fails to perform any other obligation(s) under the Contract;
		c)	Supplier's failure to submit performance security (or guarantee) within the time stipulated in the SCC;
		d)	the supplier has abandoned or repudiated the contract.
		e)	the Procuring Agency or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
		f)	a payment is not paid by the Procuring Agency to the Supplier after 84 days from the due date for payment;
		g)	the Procuring Agency gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Procuring Agency; and
		h)	if the Procuring Agency determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.
			For the purpose of this clause: "Corrupt and Fraudulent Practice" means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004.

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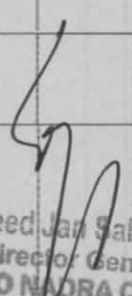


		27.4	In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 26.1 , the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
		28.1	Notwithstanding the provisions of GCC Clauses 25, 26, and 27 , neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.
28.	Termination for Force Majeure		For purpose of this clause, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent


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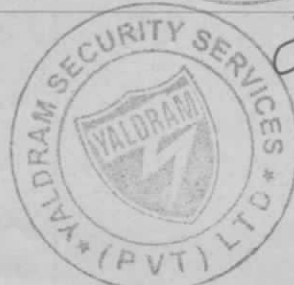
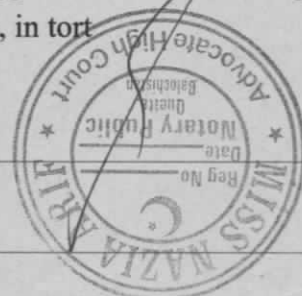
		28.2	If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
29.	Termination for Insolvency	29.1	The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.
30.	Termination for Convenience	30.1	The Procuring Agency, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the
		30.2	Contract is terminated, and the date upon which such termination becomes effective. The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and price. For the remaining Goods, the Procuring Agency may elect:
			a) To have any portion completed and delivered at the Contract terms and prices; and / or b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.


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31.	Disputes Resolution	31.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties.
		31.2	After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.
32.	Procedure for Disputes Resolution	32.1	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the
			place shown in the SCC.
		32.2	The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.
		32.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.
		33.1	Should the Arbitrator resign or die, or should the Procuring Agency and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties.
33.	Replacement of Arbitrator	34.1	Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC Clause 8 , a) The supplier shall not be liable to the Procuring Agency, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Agency; and b) The aggregate liability of the Supplier to the Procuring Agency, whether under the Contract, in tort
34.	Limitation of Liability		

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