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## CONTRACT

THIS CONTRACT ("Contract") is entered into this [July 8<sup>th</sup>, 2013], by and between [Sindh Education Foundation GoS] ("the Client") having its principal place of business at [Plot no. 21-A, Block 7/8, Over Seas Housing Society, Ameer Khusro Road, Karachi], and [M/s. Systems Limited] ("the Consultant") having its principal office located at [Chamber of Commerce Building 11, Shahrae Aiwane Tijarat, Lahore, Pakistan].

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services
- (i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
- (ii) The Consultant shall provide the personnel listed in Annex B, "Consultant's Personnel," to perform the Services.
- (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, "Consultant's Reporting Obligations."
- 2. Term

The Consultant shall perform the Services during the period commencing [June 15, 2013] and continuing through [January 15, 2014], or any other period as may be subsequently agreed by the parties in writing.

3. Payment

A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed [PKR. 22,955,875/-]as specified in Annex D. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Payment Conditions

Payment shall be made in [Pak Rupees], no later than 30 days following submission by the Consultant of invoices in duplicate

8.7.13

STEM

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Contract for EMIS Software Solution

Field Offices: Badin, Mithi, Umer Kot, Jamshoro, Khairpur, Jacobabad