BY FAX

Headquarter Engineers National Logistic Cell General Headquarters Post Box No. 514 Rawalpindi

Tel: Civ: 051-9271230 Fax No: 051-9270824 2 7 2 0 1 / K C / P & W 16 December 2005

To: Mr. Tauqir Sultan Awan

Chairman/CEO

M/S Hajvairy Associates (Pvt) Ltd Hajvairy Mansion, 3rd Floor 22-B West Blue Area, Islamabad

Subj: LETTER OF ACCEPTANCE

CONSTRUCTION OF KIDNEY CENTRE AT JALALABAD, AFGHANISTAN

- 1. As intimated by you, the price offered to National Logistic Cell (NLC) for the subject works is Rs 344.000 million (Rupees Three Hundred Forty Four Million only) of M/S Hajvairy Associates (Pvt) Ltd and thus shall be the contract price.
- 2. National Logistic Cell GHQ Rawalpindi intends to award the work of "Construction of Kidney Centre at Jalalabad, Afghanistan" to M/S Hajvairy Associates (Pvt) Ltd.
- 3. This contract shall be governed by the terms and conditions contained in the tender and contract documents; Vol-I, Vol-II, Vol-III & Vol IV issued against the subject work with the following provisions as agreed in the meetings:
 - a. The Employer of the Works is NLC. You are required to contact Contract Branch of this Headquarter regarding signing of contract agreement.
 - b. You will be entitled for the mobilization advance @ 20% (twenty percent) of the Contract Price on fulfilment of contract condition of Bank Guarantee.
 - d. Following facilities without any cost effect shall be provided to: -

(1) Employer

- (a) Site office duly furnished.
- (b) Telephone/Electricity/Water charges for the site office.
- (c) 2xToyota Cars, with maint cost for 1-1/2 years.
- (d) Provision of Residence for Staff and Officer and Provision of Main Office for NLC.
- (e) All above facilities will be to the extent of Rs. 5 Million only for the entire duration of the project. Any amount which goes beyond Rs. 5 Million will be borned by NLC.

(2) Consultant

- (a) Site Office duly furnished.
- (b) Telephone/Electricity/Water charges for site office.

- 4. Please furnish performance security in the form of an irrevocable Insurance Guarantee from a reputed Insurance Company of Pakistan in an amount of 10% (ten percent) of the Contract Price stated in para 1 above within a period of (14) fourteen days after the receipt of this Letter of Acceptance.
- 5. Please prepare the Contract Agreement on Judicial Paper, as per sample form of agreement enclosed for signature, within (14) fourteen days of the receipt of form of agreement.
- 6. You shall maintain possession after taking over of site.
- 7. Please sign, affix stamp and return a copy of this Letter of Acceptance in token of acceptance. This letter, duly accepted by you, shall form a part of the Contract.

Commander Engineers NLC (Zulfiqar Hussain Shah)

Accepted
Authorized Signature

Name

Designation

Date

Copy to:
HQ NLC (Dte of Natlog)
DF&A NLC
Dir Audit NLC

Contract Branch Engrs NLC F&A Branch Engrs NLC