

**THE KHYBER PAKHTUNKHWA MINES AND MINERALS PROFIT
SHARING RULES, 2023.**

Rectified and updated as per:

- Notification No. SO(Appeal)/MDD/6-1/M&M Act/2023/1659-63
Dated: 13th February, 2024.
- Notification No. SO(Appeal)/MDD/6-1/M&M Act/2024/7529-33
Dated: 18th July, 2024.





KHYBER PAKHTUNKHWA

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GOVERNMENT OF KHYBER PAKHTUNKHWA MINERALS DEVELOPMENT DEPARTMENT

NOTIFICATION

Peshawar, dated the 05th December, 2023

No. SO(Appeal/MDD/6-1/M&M Act/2023/7465-71). ---In pursuance of sub-section (2) of section 103 of the Khyber Pakhtunkhwa Mines and Minerals Act, 2017 (Khyber Pakhtunkhwa Act No. XXXVI of 2017), and in exercise of powers conferred by sub-section (1) of section 103 of the Act ibid read with section 10 thereof, the Government of Khyber Pakhtunkhwa hereby publishes the following rules, namely:

THE KHYBER PAKHTUNKHWA MINES AND MINERALS PROFIT SHARING RULES, 2023.

Part-I Preliminary

1. **Short title and commencement.**---(1) These rules may be called the Khyber Pakhtunkhwa Mines and Minerals Profit Sharing Rules, 2023.

(2) These shall come into force at once.

2. **Definitions.**---(1) In these rules, unless the text or context otherwise requires, the following expressions shall have the meanings, hereby respectively assigned to them, that is to say,-

- (a) "Act" means the Khyber Pakhtunkhwa Mines and Minerals Act, 2017 (Khyber Pakhtunkhwa Act No. XXXVI of 2017);
- (b) "Appendix" means an Appendix appended to these rules;

- (c) **“area”** means a mineral bearing un-granted area, for which solicited proposal or unsolicited proposal is received in accordance with these rules;
- (d) **“commencement of commercial production”** means the first occurrence of commercial production in an area;
- (e) **“corporate social responsibility”** means the impact that an organization makes on society, the environment and the economy to mitigate the negative impacts of its activities and contribute the stipulated share of profit for the uplift of the community, where it performs its mining activities;
- (f) **“Directorate General”** means the Directorate General Mines and Minerals, Khyber Pakhtunkhwa;
- ¹[(f-i) **“minerals processing”** means the process of separating commercially, valuable minerals from their ores into a concentrated product;]
- (g) **“organization”** means any corporate entity, company, consortium, firm or association of persons, registered under the relevant laws, for the time being in force, and includes public organization;
- (h) **“profit”** means the amount, received by the organization, in return for selling the extracted, value added or finished and refined minerals or group of minerals, and which is to be distributed between the Government through Department and the organization, as per the profit sharing arrangement under the profit sharing agreement, after deduction of pass through expenses i.e. extraction, transport, administrative costs, insurance, security, corporate social responsibility and payment of royalties, taxes, fees, duties, levies and such expenditures, incurred during the exploration and development stage of mine;
- (i) **“profit sharing agreement”** means an agreement, executed between Government through the Department and the organization, on the terms and conditions as prescribed under these rules, on the basis of profit sharing under section 10 of the Act and specified at **Appendix-VII** and **Appendix-VIII**, respectively;
- (j) **“solicited proposal”** means the profit sharing proposal, over a mineral bearing area under section 10 of the Act and these rules, submitted by interested organization, in response to a request or solicitation, issued or published by the Mineral Titles Committee;

¹ New clause inserted vide Notification No. SO(Appeal)/MMD/6-1/M&M Act/2024//7529-33, dated, 18th July, 2024.

- (k) **“Steering Committee”** means the Steering Committee constituted under rule 9 of these rules;
- (l) **“Technical Evaluation Committee”** means the Technical Evaluation Committee constituted under rule 3 of these rules; and
- (m) **“unsolicited proposal”** means the profit sharing proposal, over an area under section 10 of the Act and these rules, which has not been submitted in response to a request or solicitation, issued or published by the Mineral Titles Committee, but has been submitted by the organization itself to the Directorate General under section 10 of the Act.

(2) Words and expressions, used but not defined in these rules, shall have the same meanings, as are respectively assigned to them in the Act.

Part-II
Technical Evaluation Committee, Profit Sharing Agreement,
Its Procedure and Terms and Conditions

3. **Technical Evaluation Committee.**---(1) For the purpose of evaluation of profit sharing proposals, there shall be a Technical Evaluation Committee, which shall consist of the following:

- (a) Additional Director General, nominated by the Department; Chairperson
- (b) Director Licensing, nominated by the Department; Member
- (c) Deputy Secretary, Minerals Development Department, nominated by the Department; Member
- (d) a representative of Finance Department, not below the rank of BPS-17; Member
- (e) Deputy Director GIS, nominated by the Department; and Member
- (f) Deputy Director Exploration, nominated by the Department. Member

(2) The Chairman of the Technical Evaluation Committee may co-opt any person for technical or expert views, in a meeting of the Committee; provided that the person, so co-opted, shall participate in the meeting but shall have no right of vote.

(3) The quorum for a meeting of the Technical Evaluation Committee shall be four members, including its Chairperson and all the decisions shall be taken by majority of votes. In case of equality of votes, the Chairman shall have a casting vote.

(4) The Assistant Director, nominated by the Department, shall be the Secretary of the Technical Evaluation Committee.

4. Functions of the Technical Evaluation Committee.---The Technical Evaluation Committee shall perform the following functions:

- (a) opening of technical proposals and financial proposals;
- (b) technical evaluation of the solicited proposal and unsolicited proposal as per pre-qualification criteria, provided in rule 6 of these rules;
- (c) submit its recommendations to the Licensing Authority; and
- (d) any other functions as may be assigned by the Licensing Authority or the Department.

5. Public notice for profit sharing proposals.---(1) Subject to the provisions of these rules, where a solicited proposal or, as the case may be, an unsolicited proposal has been received, the Secretary of the Mineral Titles Committee, after approval of the Mineral Titles Committee, shall invite expression of interest for profit sharing proposals, through advertisement, published in one major Urdu and one major English newspapers and through website of the Department.

(2) The public notice for solicited proposal and unsolicited proposal shall contain the information as provided in **Appendix-I and Appendix-II**, respectively.

6. Pre-qualification criteria.---(1) For the purpose of profit sharing agreement, an organization shall fulfill the pre-qualification criteria as provided in **Appendix-III**.

(2) An organization, securing sixty score, out of hundred, shall be declared as pre-qualified; provided that in merged districts and sub-divisions, the organization, securing fifty percent score, shall be declared as pre-qualified.

(3) An organization, desirous of entering into profit sharing agreement in merged districts and sub-divisions, shall obtain “No Objection Certificate or, as the case may be, quomi agreement” from the District Administration through “Jalsa-e-Aam”.

7. Bidding procedure.---(1) Subject to the pre-qualification criteria under rule 6 of these rules, an organization shall submit Form for solicited technical proposal or, as the case may be, unsolicited technical proposal, as specified in **Appendix-IV** and **Appendix-V**, respectively, alongwith application fee (non-refundable) and call deposit at the rate as may be specified by the Department and all other requisite documents, on or before the closing date and time, mentioned in the advertisement to be issued under rule 5 of these rules.

(2) The technical solicited proposal or technical unsolicited proposal shall clearly mention the estimated costs, to be incurred on the commencement of the commercial production, including utilization and deployment of any plants, machinery, estimated cost of exploration and development and subsequent operational costs, human resource to be deployed, financial feasibility of the project and as far as possible, the projected monthly and annual revenues from the date of the commencement of the commercial production.

(3) The ratio of profit between the Department and organization shall be submitted in separate sealed envelope in shape of financial proposal as provided in **Appendix-VI**.

(4) Organizations shall participate in opening of applications or proposals through their representative duly authorized in writing in this behalf.

(5) The applications for profit sharing agreement, received under sub-rule (1), shall be placed before the Technical Evaluation Committee for evaluation as per pre-qualification criteria, provided in rule 6 of these rules, thereafter the Technical Evaluation Committee shall announce the technically qualified organization.

(6) The Technical Evaluation Committee shall open the financial proposals of the technically qualified organizations and after declaring ¹[one] of the organizations as successful, it shall submit its recommendations to the concerned Licensing Authority for consideration, accordingly.

(7) The concerned Licensing Authority may consider the recommendations of the Technical Evaluation Committee for onward submission to the Authority or reject them, on grounds to be recorded in writing.

(8) In case of solicited proposal, if the concerned Licensing Authority, with the approval of the Authority, approves recommendations of the Technical Evolution

¹ Rectify the typographical mistakes / errors in rules 7 (6) vide Notification No. SO(Appeal)/MDD/6-1/M&M Act/2023/1659-63, dated, 13th February, 2024.

Committee, in favor of an organization, which offered the highest profit share to Government, offer letter shall be issued to the said organization and in case of rejection of the same, rejection letter shall be issued in writing, accordingly.

(9) In case of un-solicited proposal, if the concerned Licensing Authority, with the approval of the Authority, approves recommendations of the Technical Evaluation Committee, in favor of an organization, which offered the highest profit share to Government, "first right of refusal" shall be issued to the organization, which has submitted the unsolicited proposal.

8. Terms and conditions of profit sharing agreement.---(1) On issuance of the offer letter, the successful organization shall be required to-

- (a) deposit advance annual rent, demarcation fee, mining lease application fee and other Government taxes or fees, within a period of fifteen (15) days; and
- (b) execute profit sharing agreement with Government through the Department, within a period of fifteen (15) days, as provided in **Appendix-VII** and **Appendix-VIII**, whichever is applicable.

(2) On fulfillment of all the terms and conditions of offer letter, allotment letter shall be issued to the successful organization.

(3) If the successful organization fails to comply with the terms and conditions of the offer letter, within the time limit as specified in clauses (a) and (b) of sub-rule (1), its call deposit shall be forfeited in favor of Government and the organization,-

- (a) in case of solicited proposal, having offered the second highest proposal, shall be considered successful; and
- (b) in case of unsolicited proposal, having offered the highest proposal, shall be considered successful; provided that the organization which has submitted unsolicited proposal has already exhausted the first right of refusal.

(4) The terms and conditions, prescribed in sub-rules (1) and (2), shall be followed in case of solicited proposal and unsolicited proposal.

(5) If the organization, declared as successful under sub-rule (3), also fails to comply with the terms and conditions of the offer letter within the time limit as specified in clauses (a) and (b) of sub-rule (1), its call deposit shall be forfeited in favor of Government and the area may be processed under the provisions of section 10 of the Act and these rules afresh.

(6) Subject to the provisions of the Act and these rules, on issuance of allotment letter under sub-rule (3), the mineral title holder, shall abide by the terms and conditions of allotment letter, profit sharing agreement, mineral agreement, instructions of the concerned Licensing Authority and its authorized officer or the Steering Committee.

(7) The mineral title holder shall, apart from the profit share determined under the profit sharing agreement, pay all dues and taxes mentioned in rule 13 of these rules.

Part-III

Steering Committee, Modes of Profit Sharing, Discovery, Financial Arrangement etc

9. Steering Committee.---(1) The Department shall, in order to look after the overall administrative, technical and financial matters of the profit sharing agreement as per terms of references to be determined by the Department, constitute a Steering Committee, for each profit sharing agreement.

(2) The Steering Committee shall hold quarterly review meetings to which the organization shall report the project's activities pertaining to exploration, development and production operations, including financial performance during the last quarter and the material arrangements for project operation, during the next quarter. The findings, observations and recommendations, made at each meeting of the Steering Committee, shall be recorded and after approval of the Steering Committee shall be dispatched to the organization for compliance.

(3) The Steering Committee shall have representation from both the Department and organization.

10. Modes of profit sharing.---The share of the Department, in profit sharing with the organization under section 10 of the Act, shall not be less than [twenty-five percent 25%] of the profit and any such proposal, offering less than the stipulated amount, shall not be considered:

Provided that the Licensing Authority may, for certain minerals or group of minerals, invite profit sharing proposals and execute profit sharing agreement on the basis of rupees per ton, as profit share of the Department, as it deemed appropriate and may fix minimum rate as rupees per ton as reference value or base price for that particular mineral or group of minerals.

11. Discovery of other minerals.---(1) In case of discovery of other mineral or group of minerals, which is not included in the already granted mineral title through profit sharing agreement under these rules, the organization shall apply for the newly discovered mineral or group of minerals, as per the provisions of the Act and these rules.

¹ Substituted vide Notification No. SO(Appeal)/MMD/6-1/M&M Act/2024//7529-33, dated, 18th July, 2024.

(2) The profit sharing formula and terms and conditions for the newly discovered mineral or group of minerals shall remain the same as fixed in the profit sharing agreement for the first mineral or group of minerals over the same area.

¹[(11-A) **Processing of Metallic Minerals.** – An organization, as a party to the profits sharing agreement, shall be bound to carry out mineral processing of Metallic Minerals or ores at site or within the Province of Khyber Pakhtunkhwa.]

12. Dispute resolution.---Any dispute, arising between the Department and organization under the profit sharing agreement, shall be dealt with as per provisions of the profit sharing agreement.

13. Financial arrangement.---(1) An organization, under the profit sharing agreement, shall be liable ²[to pay the annual rents], royalties, fees and other applicable duties, including excise duty on minerals, levies and taxes, as specified under the Act, rules made thereunder and any other relevant law for the time being in force.

(2) An organization, under the profit sharing agreement, shall be obliged to contribute minimum three percent ^(3%) of the accumulated profits as its corporate social responsibility to contribute to the public causes in the area of its operation for the uplift of local communities in health, education, communication, infrastructure, welfare and social wellbeing as per need and priorities of the local communities.

14. Corporate Social Responsibility Committee.---(1) For the purpose of utilization of corporate social responsibility, there shall be a Corporate Social Responsibility Committee, which shall consist of the following:

- | | | |
|-----|--|----------|
| (a) | Deputy Commissioner concerned; | Chairman |
| (b) | a representative of the Department, not below the rank of an Assistant Director; and | Member |
| (c) | a representative of the organization. | Member |

(2) Meetings of the Corporate Social Responsibility Committee shall be convened by its Chairman and shall be held at least on quarterly basis or as and when required.

(3) The Corporate Social Responsibility Committee shall identify and finalize the developmental works in the area and the amount so specified for corporate social responsibility shall be utilized on the health, education, communication, infrastructure, welfare, social wellbeing and other related social sectors of the local community of the area, in order to bring prosperity and generate economic activity in the area.

(4) The Chairman of the Corporate Social Responsibility Committee shall ensure that amount, allocated for corporate social responsibility, is utilized in a transparent manner on the sectors specified in sub-rule (3).

¹ Inserted vide Notification No. SO(Appeal)/MMD/6-1/M&M Act/2024//7529-33, dated, 18th July, 2024.

² Rectify the typographical mistakes / errors in rules 13 (1) vide Notification No. SO(Appeal)/MDD/6-1/M&M Act/2023/1659-63, dated, 13th February, 2024.

(5) The Chairman of the Corporate Social Responsibility Committee shall submit to the Authority an annual report of the amount, utilized on the sectors specified in sub-rule (3) above, in connection of the corporate social responsibility, which shall be audited by the Authority as per prevailing practices.

Part-IV

Accounts Maintenance, Its Audit, Appeal etc

15. Maintenance of accounts and production monitoring.---(1) An organization, as party to the profit sharing agreement, shall be obliged to maintain accounts of minerals extraction, clearly quantifying weight, price and volume and maintain a proper account of expenditures, on account of mining activity, administrative costs, machinery, fuel, human resource and any other expenses, as may be prescribed by the Department. Such details shall be submitted to the Steering Committee on quarterly basis for review and record and shall be presented during the quarterly review meeting.

(2) The Department, Licensing Authority or its authorized officer and the Steering Committee shall devise and adopt various ways and means for effective monitoring of minerals production, in order to ensure recovery of royalty, excise duty, profit share and other Government dues on the actual quantity of minerals produced and carried away by the organization during the course of exploration of mining operations.

(3) For the purpose of sub-rule (2), the Department, Licensing Authority or its authorized officer and the Steering Committee may adopt various production monitoring mechanism, which may, inter-alia, includes physical verification of minerals, in transit, through establishment of minerals check posts, site visits, production assessment, if needed, installation of weighing stations by the organization, real time monitoring through use of IT or other gadgets or any other suitable ways and means, which, in the opinion of the Department, Licensing Authority or its authorized officer and the Steering Committee, is necessary for actual recovery of Government dues.

(4) The Department, Licensing Authority or its authorized officer and the Steering Committee may also carry out random minerals sampling of mines or quarries, processing plant, smelter or refinery, mineral stocks or minerals in transit for ensuring quality and percentage of minerals or associated minerals. The analysis of mineral samples, so collected, may either be conducted in the Minerals Testing Laboratory of the Department or in any other reputed laboratory for ensuring percentage of mineral or associated minerals or processed minerals, as the case may be, in order to ensure recovery of royalty, excise duty, profit share and other Government dues.

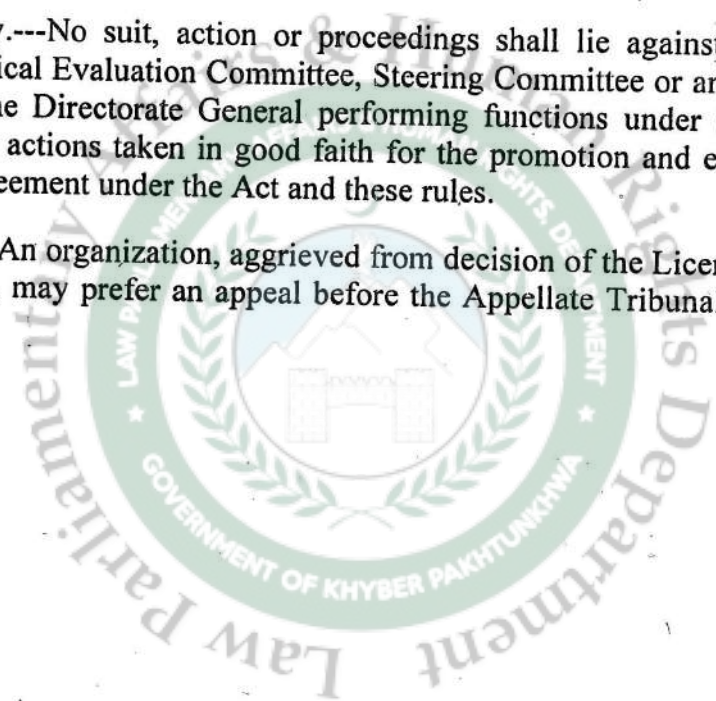
(5) The cost, incurred on sample analysis or installation of equipment for quality and quantity assessment of minerals production under sub-rule (4), shall be borne by the organization and such expenditures shall be allowed as admissible deductions for the purpose of calculating the profit.

16. **Audit.**---(1) An organization, as party to the profit sharing agreement, shall furnish duly audited financial statements from a chartered accountant firm, with satisfactory rating of quality control report of the Institute of Chartered Accountants of Pakistan, within a period of ninety (90) days, on the close of each year, after the commencement of the commercial production.

(2) The concerned Licensing Authority may, on its own motion or upon the recommendation of the Steering Committee, for reasons to be recorded in writing, cause to conduct review or audit of the operations or financial records of the organization through an independent firm of chartered accountants or consultancy firm.

17. **Indemnity.**---No suit, action or proceedings shall lie against the Licensing Authority, Technical Evaluation Committee, Steering Committee or any officer of the Department or the Directorate General performing functions under these rules, for anything done or actions taken in good faith for the promotion and execution of the profit sharing agreement under the Act and these rules.

18. **Appeal.**---An organization, aggrieved from decision of the Licensing Authority under these rules, may prefer an appeal before the Appellate Tribunal as per section 102 of the Act.



Appendix-I

[see 5 (2)]

Expression of Interest for Profit Sharing Agreement
(Solicited Proposal)

1. Directorate General of the Minerals Development Department, Government of Khyber Pakhtunkhwa, invites expression of interest from organization for the grant of _____ years mineral title, through profit sharing, for the area, mentioned below, under section 10 of the Khyber Pakhtunkhwa Mines and Minerals Act, 2017 and Khyber Pakhtunkhwa Mines and Minerals Profit Sharing Rules, 2023:

S. No.	Block No.	District.	Group of Minerals.	Extent of Area (Sq. Km/Acres).

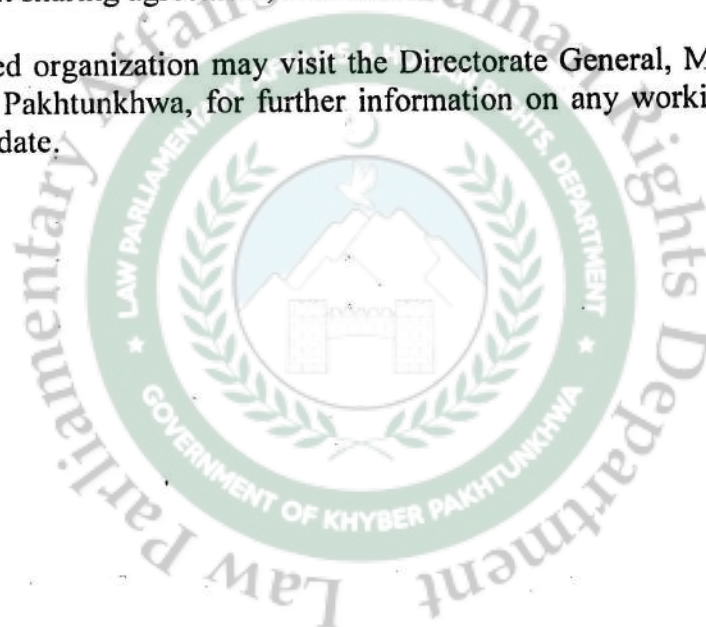
2. The organization shall submit a separate application for each block in an area of its choice. The application shall be accompanied by a non-refundable application fee of rupees _____/- for each block in an area, deposited in Account No. _____, in any branch of the Bank of _____. The application form, treasury challan, sketches of the block in an area, pre-qualification criteria and profit sharing proposal form may be downloaded from the Department's website www.kpminerals.gov.pk or may be obtained from the Directorate General, Mines and Minerals, Khyber Pakhtunkhwa, Peshawar.
3. Interested organization shall also submit call deposit of rupees _____, in the favor of Director General, Mines and Minerals, Khyber Pakhtunkhwa, as per rates, notified by the Department. The call deposit shall be deposited in any branch of the Bank of _____ or in the Account No. _____ Bank of _____.
4. Interested organization shall submit duly filled in application form, along-with technical proposal, as mentioned in pre-qualification criteria, and profit sharing proposal, in two separate sealed envelopes, complete in all respect to the office of Director General, Mines and Minerals, Khyber Pakhtunkhwa, Peshawar, on or before the closing date ____ at ____ hours.
5. Technical proposal shall be opened on the same day i.e. at ____ hours, in presence of the authorized representative of organization.
6. The technical proposal shall be evaluated as per pre-qualification criteria, which may be downloaded from the Department's website or may be obtained from the Directorate General, Mines and Minerals, Khyber Pakhtunkhwa, Peshawar. All interested organizations are requested to submit supporting documents as per the said criteria.

7. The financial proposal shall be opened or considered of only such organization, which is declared pre-qualified by the Technical Evaluation Committee, as per the laid down pre-qualification criteria.
8. The area is offered on "as is, where basis is".
9. All interested organizations are advised to visit the area of their choice before submission of application to check the mineral potential and other details of the area. After execution of profit sharing agreement, no such claim shall be entertained.
10. No black listed or defaulted organization shall be allowed to participate in the process.
11. Licensing Authority has the power to accept or reject the proposal and reason thereof shall be recorded in writing.
12. The minimum profit share of Government shall be ¹[twenty-five percent 25%] or rupees _____/- per ton and the contributions to the corporate social responsibility shall be three percent ^(3%) at least or rupees _____/- per ton.
13. The qualified organization, which offered the highest rate of profit sharing with Government, shall be considered for grant of mineral title under the Act.
14. The successful organization, for profit sharing agreement duly approved by the Mineral Titles Committee with the approval of the Authority, shall be issued offer letter for completion of formalities and execution of profit sharing agreement as provided in **Appendix-VII** or **Appendix-VIII**, as the case may be.
15. If the successful organization fails to comply his call deposit shall be forfeited and the second highest organization, as bidder, shall be issued offer letter. If the second highest organization as a bidder, also fails to comply with the terms and conditions of the offer letter, his call deposit shall also be forfeited.
16. The successful organization shall also pay rents, royalty, excise duty on minerals and other taxes or dues, as notified by Government, from time to time.
17. The call deposit of the successful organization shall be treated as security of the mineral title.
18. The successful organization, whose proposal is approved for grant of mineral title shall also submit application form for mineral title alongwith requisite fee and other formalities as per provisions of the Khyber Pakhtunkhwa Mines and

¹ Substituted vide Notification No. SO(Appeal)/MMD/6-1/M&M Act/2024//7529-33, dated, 18th July, 2024.

Minerals Act, 2017 and rules thereunder, profit sharing agreement and shall comply with the instructions of Licensing Authority or its authorized officer and Steering Committee.

19. If any forest land, archaeological sites, national parks, sanctuaries, granted area and those areas in which stay has already been granted by Court of competent jurisdiction, are found overlapped with the area, the same portion or area shall be declined by the Licensing Authority or Authority, as the case may be.
20. If restraining orders are received from any Authority or Court, the process of the same area shall be held in abeyance by displaying a simple notice on the notice board of Directorate General, Mines and Minerals, Khyber Pakhtunkhwa, or its website.
21. Any other terms and conditions as deemed appropriate by the Mineral Development Department and Licensing Authority may also be made part of the profit sharing agreement, if so desired.
22. Interested organization may visit the Directorate General, Mines and Mineral, Khyber Pakhtunkhwa, for further information on any working day before the closing date.



Appendix-II

[see rule 5 (2)]

**Expression of Interest for Profit Sharing Agreement
(Un-Solicited Proposal)**

1. The Directorate General, Mines and Minerals, Khyber Pakhtunkhwa, Peshawar, have received the following un-solicited proposals for grant of mineral titles, under section 10 of the Khyber Pakhtunkhwa Mines and Minerals Act, 2017 and the Khyber Pakhtunkhwa Mines and Minerals Profit Sharing Rules, 2023 from _____. Therefore, interested organizations are invited to submit their proposals for the said areas under section 10 of the Act and rules made thereunder:

Sr. No.	Organization.	Investment Area.	Mineral/ Group of Minerals.	Profit Share (%) with the Department / Government.	CSR (%).

2. The area is offered on "as is and where is basis".
3. All interested organizations are advised to visit the area of their choice, before apply, to check the mineral potential and other details of the area. After execution of profit sharing agreement no such claim shall be entertained.
4. The interested organization shall submit a separate application for each area of their choice. The application on the prescribed form shall be accompanied by a non-refundable application fee of rupees ____/- for each area in Account No. _____, in the Bank of _____. The application form, treasury challan, sketches of the areas, pre-qualification criteria and profit sharing proposal may be downloaded from the Department's website www.kpminerals.gov.pk or may be obtained from the Directorate General, Mines and Minerals, Khyber Pakhtunkhwa, Peshawar.
5. Interested organizations shall submit in the Bank of Khyber a call deposit of rupees ____/- in favor of the Director General, Mines and Mineral, Khyber Pakhtunkhwa, Peshawar, for each area or deposit an amount of rupees ____/- in the Account No. _____ of the Bank of _____.
6. The interested organizations shall submit duly filled application form along with technical proposal, as mentioned in pre-qualification criteria and profit sharing proposal, in two separate sealed envelopes, complete in all respects, to

the office of Director General, Mines and Minerals, Khyber Pakhtunkhwa, Peshawar, on or before the closing date ___ at ___ hours.

7. The technical proposal shall be opened on the same day i.e. at ___ hours, in presence of the authorized representative of organizations.
8. The technical proposal shall be evaluated as per pre-qualification criteria that may be downloaded from the Department's website or may be obtained from the Directorate General, Mines and Minerals, Khyber Pakhtunkhwa, Peshawar. All organizations are requested to submit supporting documents as per the said criteria.
9. No black listed or defaulted organizations shall be allowed to participate in the process.
10. Licensing Authority has power to accept or reject the proposal to be recorded in writing.
11. The profit sharing proposal shall be opened and considered only, where such organizations are declared pre-qualified by the Technical Evaluation Committee as per the laid down pre-qualification criteria.
12. The minimum share of Government shall be ¹[twenty-five percent 25%] or rupees _____ per ton and the contributions to the corporate social responsibility shall be three percent ^(03%) at least or rupees _____ per ton.
13. The qualified organizations, which offered the highest rate of profit sharing with Government, shall be considered for grant of mineral title under the Act and rules thereunder.
14. The successful organization, for profit sharing agreement, duly approved by the Mineral Titles Committee with the approval of Authority, shall be issued offer letter for completion of formalities and execution of profit sharing agreement with the Department.
15. If the successful organization fails to comply with the terms and conditions of the offer letter, its call deposit shall be forfeited and the second highest organization shall be issued offer letter for profit sharing agreement. If the second highest organization also fails to comply with the terms and conditions of the offer letter, its call deposit shall be forfeited.

¹ Substituted vide Notification No. SO(Appeal)/MMD/6-1/M&M Act/2024//7529-33, dated, 18th July, 2024.

- 16.. The successful organization shall pay, rents, royalties, taxes, excise duties on mineral and other taxes or dues, as notified by Government, from time to time.
17. The call deposit of the successful organizations shall be treated as security of the lease.
18. The successful organization, to which mineral titled on profit sharing is granted, shall abide by the provisions of the Khyber Pakhtunkhwa, Mines and Minerals Act, 2017 and rules thereof as well as it shall also comply with the instruction of Licensing Authority or its authorized officer and Steering Committee.
19. The tenure of profit sharing agreement shall be in accordance with the tenure of mineral title as specified in the Khyber Pakhtunkhwa Mines and Minerals Act, 2017.
20. The successful organization, whose proposal is approved for grant of mineral title, shall also submit application form for mineral title along-with requisite fee and other formalities as per the Khyber Pakhtunkhwa, Mines and Minerals Act, 2017 and rules made thereunder.
21. If any forest land, archacological sites, national parks, sanctuaries, granted area and those areas in which stay has already been granted by Court of competent jurisdiction, are found overlapped with the area, the same portion or area shall be declined by the Licensing Authority or Authority, as the case may be.
22. If restraining orders are received from any authority or Court, the process of the same area shall be held in abeyance by displaying a simple notice on the notice board of the Directorate General, Mines and Minerals, Khyber Pakhtunkhwa, or its website.
23. Any other terms and conditions as deemed appropriate by the Department and the Licensing Authority may also be made part of the profit sharing agreement if so desired.
24. Interested organization may visit the Directorate General, Mines and Mineral, Khyber Pakhtunkhwa, for further information on any working day before the closing date.

Appendix-III
[see rule 6 (1)]

Pre-qualification Criteria For Profit Sharing Proposal

Sr. No.	Question.	Score.	Yes.	No.	Marks Obtained.
1.	Proof of being a tax payer/NTN Certificate.	05.			
2.	(i) Bank statement of last six months having closing balance of at least Rs.20 million. (The bank statement of the director/partner in the company or firm or in the subsidiary company or firm is also applicable) (10 marks); and (ii) In case if the bank statement (last six months) having closing balance of Rs. 50 million and above. Additional 10 marks shall be awarded.	10. 10.			
3.	At least three years' experience in mining and exploration (experience of the director/partner in the company or firm or in the subsidiary company or firm is also applicable). The organization shall include the details of their operational mining and exploration projects or completed projects.	15.			
4.	At least three years' experience in minerals export (experience of the director/partner in the company or firm or in the subsidiary company or firm is also applicable).	10.			
5.	Availability of mineral processing plant or factory or any other processing/value addition facility (director/partner in the company or firm having mineral processing plant/crush plant/factory/mill or the mineral processing plant/crush plant/factory/mill of the subsidiary company or firm is also applicable).	10.			
6.	Availability of Mining Engineer or Geologist (at least one person shall be having 5years' experience)- (i) Mining Engineer (2.5 marks); and (ii) Geologist (2.5 marks)	05.			

7.	Availability of mining machinery including,- (i) drilling rig or exploration equipment's for geophysical and geochemical surveys (5 marks); (ii) excavators or any heavy earth moving machinery for mechanical excavation (5 marks); and (iii) front wheel loader or mining dumpers fleet for loading and transportation (05 marks) (Machinery of the director or partner in the company or firm or the machinery of the subsidiary company or firm is also applicable).	15.			
8.	Mining/ exploration/ prospecting plan or mine development plan duly prepared and verified by a Mining Engineer/Geologist registered with the Department, as the case may be, covering all technical and financial details so as to enable evaluation of its soundness. Such plan/technical proposal shall inter-alia includes the estimated cost to be incurred on the commencement of the commercial production including utilization and deployment of any plants, machinery, estimated cost of exploration and development and subsequent operational costs, remuneration of the human resource to be deployed, financial feasibility of the project and as far as possible the projected monthly and annual revenues from the date of the commencement of the commercial production besides the land reclamation and environmental mitigation plan.	20.			
Grand Total:		100.			

Note:

- Interested organization (company or firm) shall submit their documents as per above pre-qualification criteria.

2. Minimum qualifying score is sixty (60) marks. However, for merged districts or divisions the minimum qualifying score is fifty (50) marks.
3. Technical proposal/documents shall be submitted in sealed envelope, alongwith duly filled in application form, original treasury challan of application fee and original call deposit.
4. Documents of the director or partner in the company or firm or the subsidiary company or firm are also applicable.



Form For Solicited Technical Proposal

1. **Name:** _____
(Organization)
- (i) Address: _____
- (ii) Contact No. _____
- (iii) Email: _____
2. **Profile** _____
(Organization):
- (i) SECP.Reg No. _____
- (ii) Org: Reg No. _____
- (iii) NTN _____
3. **Bank Statement:**
- (i) Bank statement for the last six months having closing balance of at least rupees 20 million _____
- (ii) Bank statement for the last six months having closing balance of 50 million or more _____
4. **Applied Area Details:**
- (i) Area: _____
- (ii) Location and extent of Area: _____
- (iii) Coordinates of Area: _____
- (iv) Name of Mineral or Group of Minerals: _____
5. **Call Deposit:**
- (i) Name of Bank: _____
- (ii) CDR: _____
- (iii) Amount: _____
- (iv) Dated: _____

6. Application Fee (Non-Refundable):

- (i) TC No. _____
- (ii) Amount: _____
- (iii) Dated _____

7. Detail of Mining Machinery:

- (i) _____
- (ii) _____
- (iii) _____
- (iv) _____
- (v) _____
- (vi) _____

8. Industry Profile:

- (i) Mining and Exploration Experience in Years _____
- (ii) Mineral Processing and Value Addition Experience in Years _____
- (iii) Experience in Export in Years _____
- (iv) Any Other Experience _____

9. Project Proposal/Interest:

- (i) Exploration and Mining: _____
- (ii) Mineral Processing: _____
- (iii) Trading/Sales:
- (a) Local _____
- (b) Export _____

10. Documents to be Attached:

- (i) Organization registration documents.
- (ii) Proof of being a tax payer.
- (iii) Bank statement of last six months having closing balance of at least Rs. 20 million. (The bank statement of the Director/Partner in the company or Firm is also applicable).
- (iv) Proof of experience in mining with number of years.
- (v) Proof of experience in mineral exports with number of years.
- (vi) Proof of availability of mineral processing plant/factory.
- (vii) Availability of Mining Engineer (Attached Degree and CV).
- (viii) Availability of Geologist (Attached Degree and CV).
- (ix) Proof of availability of mining machinery as per the pre-qualification criteria.
- (x) Prospecting/Exploration/Mining Plan as per the prequalification criteria duly prepared and verified by a geologist and mining engineer registered with the Department.
- (xi) Original Treasury Challan of Rs. _____ - as Application Fee (Non-Refundable) in any branch of Bank of _____ Account No. _____.
- (xii) Original Bank of _____ Call Deposit of Rs. _____/- or the amount of call deposited must be deposited in the Account No. _____ Bank of _____. In case the organization intends to quote profit rate above the reserve/base price will have to deposit additional call deposit at the rate as notified by the Department.
- (xiii) Any other documents.

Dated: _____

Signature of the
Applicant/Party: _____

Seal of the
Organization: _____

CNIC No: : _____

Appendix-V

[see rule 7 (1)]

Form For Un-Solicited Technical Proposal

1. **Name:** _____
(Organization)
 - (i) Address: _____
 - (ii) Contact No. _____
 - (iii) Email: _____
2. **Profile:** _____
(Organization)
 - (i) SECP Reg# _____
 - (ii) Firm Reg# _____
 - (iii) NTN# _____
3. **Bank Statement:**
 - (i) Bank Statement for the last six months having closing balance of at least Rs.20 million _____
 - (ii) Bank statement for the last six months having closing balance of 50 million or more _____
4. **Applied Area details:**
 - (i) Area: _____
 - (ii) Location and Extent of Area: _____
 - (iii) Coordinates of Area: _____
 - (iv) Name of Mineral or Group of Minerals: _____
5. **Call Deposit:**
 - (i) Name of Bank: _____
 - (ii) Call Deposit# _____
 - (iii) Amount: _____
 - (iv) Dated: _____

6. Application Fee (Non-Refundable):

- (i) TC# _____
- (ii) Dated _____
- iii. Amount: _____

7. Profit Sharing with the Govt. (Deptt.): _____

8. CSR (Min. 03%): _____

9. Detail of Mining Machinery:

- (i) _____
- (ii) _____
- (iii) _____
- (iv) _____
- (v) _____
- (vi) _____

10. Industry Profile:

- (i) Mining and exploration experience in years _____
- (ii) Mineral Processing and value addition experience in years _____
- (iii) Experience in export in years _____
- (iv) Any other experience _____

11. Project Proposal/Interest:

- (i) Exploration and Mining: _____
- (ii) Mineral Processing: _____
- (iii) Trading/Sales:
 - (a) Local _____
 - (b) Export _____

12. Documents to be Attached:

- (i) Proof of being a tax payer.
- (ii) Bank Statement of last six months having closing balance of at least Rs. 20 million. (The bank statement of the Director/Partner in the company or Firm is also applicable).
- (iii) Proof of Experience in Mining with number of years.
- (iv) Proof of experience in Mineral Exports with number of years.
- (v) Proof of availability of Mineral Processing Plant/factory.
- (vi) Availability of Mining Engineer (Attached Degree and CV).
- (vii) Availability of Geologist (Attached Degree and CV).
- (viii) Proof of availability of Mining Machinery as per pre-qualification criteria.
- (ix) Prospecting/Exploration/Mining Plan as per the prequalification criteria duly prepared and verified by a geologist and mining engineer registered with the Department.
- (x) Original Treasury Challan of Rs. _____/- as Application Fee (Non-Refundable) in the Bank of _____ proper Head of Account _____.
- (xi) Original Bank of _____ Call Deposit of Rs. _____/- or the amount of call deposited must be deposited in the Account No. _____ Bank of _____.
- (xii) Any other Documents.

Signature of the Applicant/Party: _____

Seal of the Organization: _____

CNIC No: _____

Dated: _____

Appendix-VI
[see rule 7 (4)]

Form For Financial Proposal

1. Name of the Organization: _____

2. Applied Area details:

(i) Area: _____

(ii) Location and Extent of Area: _____

(iii) Coordinates of Area: _____

(iv) Name of Mineral or Group of Minerals: _____

(v) Sketch of the Area: _____

3. Minerals Development Department/Government Profit share:

4. Organization Profit Share: _____

¹[5]. Corporate Social Responsibility (CSR): _____

1. Name of the MD/CEO/Director/Partner of the Organization: _____

2. Signature: _____

3. Seal of the Organization: _____

Note: The financial proposal shall be submitted in separate sealed envelope.

¹ Rectify the typographical mistakes / errors in rules Schedule-VI vide Notification No. SO(Appeal)/MDD/6-1/M&M Act/2023/1659-63, dated, 13th February, 2024.

Appendix-VII

[see rules 2 (1) (i), 8 (1) (b) & Serial No. 14 of Appendix-I]

Draft Mines and Minerals Profit Sharing Agreement
(Mineral Processing or Value Addition or Beneficiation Plant)

AN
AGREEMENT

This Agreement is made on this _____ day of _____ 20____, between the Government of Khyber Pakhtunkhwa, through Secretary to Government, Minerals Development Department (**hereinafter referred to as the "Department"**), which expression shall include his successors-in-office and permitted assigns of the First Part; and the _____, a registered _____ (name of the organization), having its registered office at _____, through _____ (name of the officer of the organization) (**hereinafter referred to as the "Organization"**), which expression shall include his successors-in-office and permitted assigns of the Second Part;

Both the Parties shall, wherever the contexts so require, collectively be referred to as "the Parties" and individually as "Party";

WHEREAS the Department is mandated to regulate, manage, administer, control and ensure better utilization of mineral resources of the Province of Khyber Pakhtunkhwa and to promote mineral sector through an effective mineral sector governance, which include profit sharing agreement under section 10 of the Khyber Pakhtunkhwa Mines and Minerals Act, 2017, with the public organization or private organization, as the case may be;

AND WHEREAS in furtherance of the aforementioned objectives, the _____ (the Department in case of solicited proposal and the Organization in case of unsolicited proposal) is desirous to execute a profit sharing agreement with the _____ (the Department in case of solicited proposal and Organization in case of unsolicited proposal), on profit sharing under section 10 of the Khyber Pakhtunkhwa Mines and Minerals Act, 2017, for the exploration, extraction, processing and beneficiation of _____ (mineral or group of minerals), near city/village _____ in district _____, covering an area of _____ acres of land (**hereinafter referred to as "Area"**), in order to bring prosperity, create employment opportunities and generate economic activities in the Area through development of mining sector;

AND WHEREAS the Organization has expertise and the financial, managerial and technical capabilities to undertake the program of exploration, extraction, processing and beneficiation of _____ (mineral or group of minerals);

AND WHEREAS the _____ (the Department in case of solicited proposal and organization in case of unsolicited proposal), has offered and the _____ (the Department in case of solicited proposal and organization in case of unsolicited proposal), has accepted the offer to execute this profit sharing agreement, in accordance with profit sharing mechanism as per Article 6 of this Agreement, which forms the consideration for both the Parties;

NOW THEREFORE, both the Parties hereby agree as follows:

1. **Definitions:**

Unless the context otherwise requires, the following terms, wherever used in this Agreement, shall have the meanings, as are respectively assigned to them, that is to say,-

- 1.1 "applicable law" means the laws of Pakistan, including any law rules, regulations and notifications published in the official Gazette or issued by any regulatory authority;
- 1.2 "authorized representative" means any officer of the Department, nominated and notified by or on behalf of the Department as an authorized representative to the Organization and the vice versa;
- 1.3 "effective date" means the date on which both the Parties sign this Agreement; and
- 1.4 "force majeure" means any event or circumstances, which is beyond the control of the Parties, and which makes a Party's performance of its obligations under this Agreement, either impossible or impracticable and includes, but not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts, or other similar events.

2. **Commencement, Duration, Extension and Amendment:**

- 2.1 This Agreement shall commence from the date of signing of this Agreement by the Parties.
- 2.2 This Agreement shall be valid for an initial period of ____ years.
- 2.3 This Agreement may be extended by the mutual consent of the Parties.
- 2.4 This Agreement may be amended or varied by mutual consent of the Parties in writing.
- 2.5 All extensions, amendments and variations in this Agreement shall be binding only, if they are in writing and are signed by duly authorized representatives of the Parties.

3. **Advance Security:**

- 3.1 The Organization shall deposit rupees _____/- within one month from the effective date, as advance security against the losses and defaults by the Organization.
- 3.2 In case of default by the Organization, the advance security amount, deposited under Clause 3.1, shall be adjusted by the Department against the outstanding amount due to it.

4. **Responsibilities of the Parties:**

The following are the responsibilities of the Parties under this Agreement:

- 4.1 The Department shall, within thirty days of the signing of this Agreement, grant to the Organization mineral title, for exploration, mining and extraction of _____ (mineral or group of minerals), in the Area.
- 4.2 The Organization shall undertake mining operations for the exploration and extraction of _____ (mineral or group of minerals), in the Area, as per the following coordinates of Survey of Pakistan Topo-Sheet No. _____ as delineated at Annexure-A of the map.

Points.	Northing.	Easting.

- 4.3 The Organization shall conduct the exploration or mining operations at its own risk and cost and while conducting exploration or mining operation, the Organization shall ensure that operation in the Area is restricted to the exploration or mining of _____ only (mineral or group of minerals).
- 4.4 The total investment under this Agreement shall be made by the Organization and the Department shall bear no cost in the investment.
- 4.5 For the purpose of Clause 4.4, the Organization shall assess the financial, technical and managerial inputs, needed, and shall invest accordingly in the Area, in a phased manner.

- 4.6 The Organization shall prepare for each year, an annual work plan and share the same with the Department; provided that the first annual work plan shall be shared with the Department within sixty days from the effective date.
- 4.7 In case of discovery of another mineral or group of minerals as a result of exploration operations or mining operations in the Area, the Organization shall obtain mineral title for another mineral or group of minerals from the Department as per provisions of the Khyber Pakhtunkhwa Mines and Minerals Act, 2017 and rules made thereunder.
- 4.8 The Organization shall have the right to extract and transport the _____ (mineral or group of minerals) from the Area and shall process the same in the concentration plant.
- 4.9 For the purpose of Clause 4.8, the Organization has warranted that it has installed a state-of-the-art processing plant, at _____ which has the capacity to process and refine _____ ore.
- 4.10 The Organization shall be responsible to sell the finished product or refined _____ (mineral or group of minerals), in the national or international market.
- 4.11 The profit, accrued from the selling of refined _____ (ore, mineral or group of minerals), shall be credited to the account of the Organization, maintained for the purpose and thereafter be disbursed between the Parties, in accordance with profit sharing ratio, as provided in Article 6 of this Agreement.
- 4.12 The share, kept for corporate social responsibility out of the net profit under Article 6 of this Agreement, shall be utilized, in the manner as provided in Article 7 of this Agreement.
- 4.13 The Department shall have the right to enter and inspect the place of business, processing plant and mining sites of the Organization.
- 4.14 The Department shall provide to the Organization, on request, all possible technical assistance (excluding human resource and hard ware) and available data regarding exploration work, including geological maps, cross sections, borehole logs, drill core assays and other related data to be generated in collaboration with the Organization.

- 4.15 The Department shall grant access to the Organization to the Area and shall assist the Organization, in procuring NOCs, permissions or permits, if any, from any agency, entity or authority of Government of Khyber Pakhtunkhwa or the Federal Government, as the case may be.
- 4.16 The Organization shall develop necessary infrastructure, such as access roads and allied services within the Area and the Department shall render all support and services, in this behalf, to the Organization, free from any encumbrance; provided that such support shall not be, in any case, be included any financial responsibility on the Department.
- 4.17 The Department shall ensure that no hindrance is caused in the mining or exploration operations of the Organization. In case, any hindrance is caused in the mining or exploration operations, the Organization shall immediately notify the same to the Department and the Department shall be obligated to remove the hindrance, as soon as possible.
- 4.18 The Organization shall be obligated to keep accurate accounts of the amount of _____ (ore, mineral or group of minerals), extracted and transported from the mining site and shall submit monthly production returns to the Department.
- 4.19 The Organization shall also maintain an accurate account of the amount of ore processed in the processing plant, the quantity of refined ore sold and the profit accrued thereon and shall submit a quarterly report in this behalf, to the Department.
- 4.20 The Parties shall, for implementation of contractual obligations and smooth execution of this Agreement, hold quarterly review meetings, to sort out issues, if any.
- 4.21 The Department shall have the right to decline or delete forest protected areas from the Area at any stage without prior intimation to the Organization.
- 4.22 The Organization shall take all possible measures to protect damage to the environment and shall make reasonable steps for environment friendly mining operations.
- 4.23 The Organization shall not cut or injure any tree as strictly observe forest conservation on both Government and private land.
- 4.24 If it appears to the Department that any portion of the Area is overlapped with another area, the Department may, by an order in

writing, direct the Organization that such portion of the Area has been declared as declined and the Organization, upon such declaration being made by the Department, shall have no mining right and claim over that declined area.

5. Location and Access to Area:

After fulfilling the codal formalities, the Department shall allow the Organization access to the Area for exploration, mining operations and transportation of extracted ore, mineral or group of minerals. The Department shall be obliged to remove any difficulties arising out of local disputes and facilitate the Organization to commence its works at the earliest, by way of seeking assistance of Department's machinery and law enforcement agencies.

6. Profit Sharing Mechanism:

- 6.1 The profit, accrued as a result of sales of the _____ concentrate, shall be credited to the designated account of the Organization, to be maintained for the purpose.
- 6.2 The profit shall be disbursed between the Parties and the local community annually on the following profit sharing ratio:

Sr. No.	Description.	Share in the Profit.
1.	Department.	---
2.	Organization.	---
3.	Corporate Social Responsibility.	---

- 6.3 In case, in any year, the Organization suffers any loss and there is no profit to be distributed, the Organization shall carry forward the loss for such year for adjustment against the future profit first, and then the remaining profit shall be distributed among the Parties.

7. Utilization of Amount Allocated for Corporate Social Responsibility:

- 7.1 The amount, allocated for corporate social responsibility under Article 6 of this Agreement shall be utilized on the health, education, communication, infrastructure, welfare, social wellbeing and other related social sectors of the local community of the Area.
- 7.2 The developmental works in health, education, communication, infrastructure, welfare, social wellbeing and other related social sectors, to bring prosperity and generate economic activity in the Area, shall be identified and finalized by the Corporate Social Responsibility Committee, which shall be constituted with mutual consultation of both the Parties.

- 7.3 Meetings of the Corporate Social Responsibility Committee, to be constituted under Clause 7.2 shall be convened by the Chairman of the said Committee and shall be held at least on quarterly basis or as and when required.

8. Maintenance of Accounts and Audit:

- 8.1 The Organization shall maintain accurate account of the quantity of mineral or group of minerals, extracted and transported from the Area, the amount of mineral or group of minerals processed in the plant, the quantity of concentrates sold and the profit accrued thereon.
- 8.2 The accounts, maintained by the Organization under Clause 8.1, shall be audited annually by the Organization, through a chartered accountant firm with satisfactory rating of quality control report of the Institute of Chartered Accountants of Pakistan.
- 8.3 The fee or charges, for auditing the accounts, shall be borne by the Organization and shall be charged to the operating expenses in the account of the Organization.
- 8.4 The audit reports shall be submitted by the Organization to the Department, within thirty (30) days from submission of the same by the chartered accountant. After examination of the audit report by the Department and in case there is discrepancy in the audit report submitted by the Organization, the Department shall point out the specific discrepancy in accordance with the accounting standards detailing the nature of the issue and the remediation steps required to be taken by the audit firm. The discrepancy in nature shall be of material nature as defined by accounting standards and shall not include minor typing errors, grammatical errors etc.
- 8.5 All expenses, i.e. salaries, wages, raw materials, all kind of taxes and duties, workers compensation in case of injury or death during work, royalty, water rates, electricity charges and all other expenses that may be necessitated for the effective execution of this Agreement, shall be charged to the operating expenses in the accounts of the Organization and such expenditures shall be allowed as admissible deductions for the purpose of calculating the profit.
- 8.6 The Organization shall also be responsible for all outstanding liabilities at the time of termination of this Agreement and the Department shall not be responsible for the same under any circumstances.

- 8.7 All taxes, royalty, levy charges, excise duty etc, imposed and require to be paid or withheld under the applicable laws, shall be paid or withheld by the Organization.
- 8.8 The Department agrees that if resource estimation in any Area proves that a mining project may be undertaken, the Department shall provide all possible assistance to the Organization to apply to the relevant authorities of Government of Pakistan and obtain the grant of export processing zone status for the project before commencement of project construction.

9. Employment of Locals:

- 9.1 The Organization, while conducting mining operations under this Agreement, shall give preference to the local population for employment under different activities. However, if skilled workers are not available within the Area, the Organization may arrange such persons from other districts of the Province. In case the same is not available in the Province, the Organization may hire the skilled labour from any part of the Country. The Organization shall have exclusive authority in the matters of employment, which covers appointments, termination, service terms and conditions etc. and there shall be no interference by the Department or its authorities at Provincial, district or local level, subject to the applicable laws of Pakistan and necessary NOCs and permissions from the relevant authorities.
- 9.2 The Organization has the right to employ expatriates for the operation and management of the mining project, subject to the applicable laws of Pakistan and necessary NOCs and permissions from the relevant authorities.

10. Settlement of Labour Issues:

In the event of any labour issues in the Area, resulting in strikes by workers, full or partial, or in the events of go-slow tactics resorted to by the workers, or in the event of general disturbances by workers or any other mischief, both the Parties shall take appropriate steps to resolve the issue at local level.

11. Relationship:

- 11.1 The inter-se relationship between the Parties under this Agreement shall not be of principal and agent or of employer and employee. Neither Party shall have authority to act for or bind the other or make any representation or warranty on behalf of the other, unless provided in this Agreement.

- 11.2 Except as expressly stated otherwise, no provisions in this Agreement is intended or shall be construed to confer upon or give any person or entity other than the Parties any rights, remedies or other benefits under or by reason of this Agreement.

12. Warranties and Representations:

- 12.1 The Parties warrant to each other that they have duly obtained all necessary consents and regulatory approvals from their respective competent authorities to enter into this Agreement and this Agreement is executed by their duly authorized representatives.
- 12.2 Each Party represents and warrants to the other Party that neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein shall violate or conflict with-
- 12.2.1 its constitutional or charter documentation;
- 12.2.2 any material provision of any agreement or any other material restriction of any kind to which it is a party or by which it is bound; and
- 12.2.3 any applicable law, decree or order of any Authority of Government.
- 12.3 The Organization represents and warrants that it meets all mandatory requirements in terms of eligibility and statutory authorization to execute this Agreement.

13. Severability and Variation:

If any provision of this Agreement is or becomes invalid as a result of judgment of a Court or for whatsoever reason, at any time or is unenforceable or contravenes any applicable law, the other remaining provisions shall remain un-affected and binding on the Parties. Such invalid or contravening provisions shall be deemed to have not been included in this Agreement.

14. Counterparts:

This Agreement is executed in two ⁽⁰²⁾ counterparts, each of which, when so executed and delivered, shall be an original, but all of which shall constitute one and the same Agreement.

15. Waiver:

Waiver of any rights under this Agreement, whether express or implied, shall not be effective, unless the same is reduced to writing and signed by both the Parties.

16. Force Majeure:

16.1 Neither Party shall be liable for any delay in, or failure to perform, or observe its obligations under this Agreement, if such failures or delays are caused by force majeure. The affected Party shall notify the other Party, in writing, of such events or circumstances promptly upon their occurrence.

16.2 Failure to perform a duty by any Party because of force majeure shall not constitute breach under this Agreement:

Provided that the Party had taken reasonable care and precautionary alternative measures to avoid such situation.

16.3 Upon the ending of the force majeure event, the delayed Party shall, without any further delay, start performing its part of the duty, complete any action or task, and the time shall be extended for a period, equal to the time during which such Party was unable to perform such action as a result of force majeure:

Provided that if the force majeure event exists or persists for a continuous period of one hundred and twenty ⁽¹²⁰⁾ days, the Parties may mutually agree to terminate this Agreement.

17. Arbitration or Dispute Resolution:

17.1 The Parties shall attempt, in good faith, to resolve any controversy or claim through their senior level management.

17.2 Any dispute, arising out of this Agreement, which is not settled amicably, shall be finally settled by a panel of two ⁽⁰²⁾ arbitrators, each to be nominated by either Party, through arbitration in accordance with the Arbitration Act, 1940.

17.3 The venue of arbitration shall be at Peshawar.

17.4 Each Party shall bear its own costs of referral to arbitration and proceedings shall be recorded in English language.

18. Termination:

18.1 This Agreement may be terminated by any Party before the end date of this Agreement, in the event of a material breach of the terms of this Agreement by the other Party, in the following cases:

18.1.1 if a Party, on fault, does not remedy a failure, in the performance of its obligations under this Agreement, within thirty ⁽³⁰⁾ days after being notified, or within any further period as the other Party may have subsequently granted in writing;

18.1.2 if a Party fails to comply with any final decision reached as a result of arbitration proceedings under Article 17;

18.1.3 if a Party submits to the other Party, a statement, which has a material effect on the rights, obligations or interests of the other Party; and

18.1.4 if, as the result of force majeure under Article 16, a Party is unable to perform a material portion of its obligations under this Agreement, for a period of not less than one hundred and twenty ⁽¹²⁰⁾ days.

18.2 In case of termination of this Agreement, the following processes shall be followed:

18.2.1 the Party shall give a notice to the other Party at fault or in breach of this Agreement, specifying the nature of such breach with the request to cure or rectify the same; and

18.2.2 if the breach, notified under Clause 18.2.1 is not cured or rectified within seven (07) business days after written notice of such breach, the non-breaching Party may, thereupon, terminate this Agreement upon an additional thirty ⁽³⁰⁾ days written notice to the breaching Party and the non-breaching Party shall be entitled to all remedies available under the applicable law. This Agreement shall stand terminated after the expiry of the aforesaid additional thirty ⁽³⁰⁾ days period.

18.3 Upon termination of this Agreement, both the Parties shall settle their accounts for the purpose of settling financial obligations, incurred during the validity of this Agreement. Also any confidential information in possession of a Party, belonging to the other Party to this Agreement, shall be returned confidentially to that Party. These settlements and return of the data shall be concluded within a period of ninety ⁽⁹⁰⁾ days from the date of termination of this Agreement.

19. Notices:

19.1 Any notice, demand, requests or communication required or to be given under this Agreement shall be in writing. Such notice shall be considered sufficiently given, when it is-

19.1.1 dispatched through a reputable courier service company for delivery, at the address to the appropriate Party provided under this Article or to such other address, as may be designated in writing by such Party, from time to time; or

19.1.2 by confirmed facsimile number, as may be designated, in writing, by such Party, from time to time.

19.2 Any notice, demand, requests or communication, required or to be given under this Agreement, shall be addressed to the following:

Notices to the Department shall be sent to:

Attention: _____

(Name of the Secretary of the Department)

Address: _____

Tel Office: _____

Fax: _____

Notices to the Organization shall be sent to:

Attention: _____

(Name of the Head of the Organization)

Address: _____

Tel Office: _____

Fax: _____

IN WITNESS WHEREOF, the Parties hereto executed this Agreement on the date hereinabove written.

For and on behalf of the Department For and on behalf of the Organization

Name: _____ Name: _____

Designation: _____ Designation: _____

WITNESSES

1. Name: _____ Name: _____

CNIC: _____ CNIC: _____

Address: _____ Address: _____

2. Name: _____ Name: _____

CNIC: _____ CNIC: _____

Address: _____ Address: _____

Appendix-VIII

[see rules 2 (1) (i), 8 (1) (b) & Serial No. 14 of Appendix-I]

Draft Profit Sharing Agreement¹**[(Mining/Extraction and Minerals Transportation for Non-Metallic Minerals)]**

AN AGREEMENT

This Agreement is made on the _____ day of _____, 20____, between the Government of Khyber Pakhtunkhwa, through Secretary to Government, Minerals Development Department (**hereinafter referred to as the "Department"**), which expression shall include his successors-in-office and permitted assignees of the First Part; and the _____, a registered _____ (organization), having its registered office at _____, through _____ (name of the officer of the organization) (**hereinafter referred to as the Organization**), which expression shall include his successors-in-office and permitted assignees of the Second Part;

Both the Parties shall, wherever the contexts so requires, collectively be referred to as "the Parties" and individually as "Party";

WHEREAS the Department is mandated to regulate, manage, administer, control and ensure better utilization of mineral resources of the Province of the Khyber Pakhtunkhwa and to promote mineral sector through an effective mineral sector governance which include profit sharing agreement under section 10 of the Khyber Pakhtunkhwa Mines and Minerals Act, 2017, with the public organization or private organization, as the case may be;

AND WHEREAS in furtherance of the aforementioned objectives, the _____ (the Department in case of solicited proposal and Organization in case of unsolicited proposal), is desirous to execute a profit sharing agreement with the _____ (the Department in case of solicited proposal and Organization in case of unsolicited proposal), on the basis of profit sharing under section 10 of the Khyber Pakhtunkhwa Mines and Minerals Act, 2017, for the exploration, extraction, processing and beneficiation of _____ (mineral or group of minerals), near city/village _____ in district _____, covering an area of _____ acres of land (**hereinafter referred to as "Area"**), in order to bring prosperity, create employment opportunities and generate economic activities in the Area through development of mining sector;

AND WHEREAS the Organization has expertise and the financial, managerial and technical capabilities to undertake the program of exploration, extraction, processing and beneficiation of _____ (mineral or group of minerals);

¹ Substituted vide Notification No. SO(Appeal)/MMD/6-1/M&M Act/2024//7529-33, dated, 18th July, 2024.

AND WHEREAS the _____ (the Department in case of solicited proposal and the Organization in case of unsolicited proposal) has offered and the _____ has accepted the offer to execute this Agreement on the basis of profit sharing, in accordance with profit sharing mechanism as per Article 6 of this Agreement, which forms the consideration for both the Parties;

NOW THEREFORE, both the Parties hereby agree as follows:

1. **Definitions:**

Unless the context otherwise requires, the following terms, wherever used in this Agreement, shall have meanings, as are respectively assigned to them, that is to say,-

- 1.1 **“applicable law”** means the laws of Pakistan, including any law rules, regulations and notifications, published in the official Gazette or issued by any regulatory authority;
- 1.2 **“authorized representative”** means any officer of the Department, nominated and notified by or on behalf of the Department, as an authorized representative to the Organization and the vice versa;
- 1.3 **“effective date”** means the date on which the Parties sign this Agreement; and
- 1.4 **“force majeure”** means any event or circumstances, which is beyond the control of the Parties, and which makes a Party's performance of its obligations under this Agreement, either impossible or impracticable and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other similar events.

2. **Commencement, Duration, Extension and Amendment:**

- 2.1 This Agreement shall commence from the date of signing of this Agreement by the Parties.
- 2.2 This Agreement shall be valid for an initial period of _____ years.
- 2.3 This Agreement may be extended by the mutual consent of the Parties.
- 2.4 This Agreement may be amended or varied by mutual consent of the Parties in writing.

- 2.5 All extensions, amendments and variations, in this Agreement shall be binding only, if they are in writing and are signed by duly authorized representatives of the Parties.

3. Advance Security:

- 3.1 The Organization shall deposit rupees _____/- within one month from the effective date, as advance security against the losses and defaults by the Organization.
- 3.2 In case of default by the Organization, the advance security amount, deposited under Clause 3.1 shall be adjusted by the Department against the outstanding amount due to it.

4. Responsibilities of the Parties:

The following are the responsibilities of the Parties under this Agreement.

- 4.1 The Government shall, within thirty days of the signing of this Agreement, grant to the Organization mineral title, for exploration, mining and extraction of _____ (mineral or group of minerals), in the Area.
- 4.2 The Organization shall undertake mining operations for the exploration, mining and extraction of _____ (mineral or group of minerals), in the Area, as per the following coordinates of Survey of Pakistan Topo-Sheet No. _____ as delineated at Annexure-A of the map.

Points.	Northing.	Easting.

- 4.3 The Organization shall conduct the exploration or mining operations at its own risk and cost and while conducting exploration or mining operation, the Organization shall ensure that operation in the Area is restricted to the exploration or mining of _____ only (mineral or group of minerals).
- 4.4 The total investment in the Area shall be made by the Organization and the Department shall bear no cost in the investment.

- 4.5 For the purpose of Clause 4.4, the Organization shall assess the financial, technical and managerial inputs needed and shall invest accordingly in the Area, in a phased manner.
- 4.6 The Organization shall prepare for each year, an annual work plan and share the same with the Department; provided that the first annual work plan shall be shared with the Department within sixty days from the effective date.
- 4.7 In case of discovery of another _____ (mineral or group of minerals) as a result of exploration operations or mining operations in the Area, the Organization shall obtain mineral title for the another mineral or group of minerals from the Department as per the provisions of the Khyber Pakhtunkhwa Mines and Minerals Act, 2017 and rules made thereunder.
- 4.8 The Organization shall have the right to extract and transport the _____ (mineral or group of minerals) from the Area.
- 4.9 The Organization shall be responsible to sell the _____ (minerals or group of minerals), in the national or international market.
- 4.10 The profit accrued from the selling of _____ (mineral or group of minerals) shall be credited to the account of the Organization, maintained for the purpose and thereafter be disbursed between the Parties in accordance with profit sharing ratio, as provided in Article 6 of this Agreement.
- 4.11 The share kept for corporate social responsibility out of the net profit under Article 6 of this Agreement, shall be utilized in the manner, as provided in Article 7 of this Agreement.
- 4.12 The Department shall have the right to enter and inspect the place of business and mining sites of the Organization.
- 4.13 The Department shall grant access to the Organization to the Area and shall assist the Organization in procuring NOCs, permissions or permits, if any, from any agency, entity or authority of the Government of Khyber Pakhtunkhwa or the Federal Government, as the case may be.
- 4.14 The Organization shall develop necessary infrastructure such as access roads and allied services within the Area and the Department shall render all support and services in this behalf to the Organization free from any encumbrance; provided that such support shall not, in any case, be included any financial responsibility on the Department.

- 4.15 The Department shall ensure that no hindrance is caused in the mining or exploration operations of the Organization. In case, any hindrance is caused in the mining or exploration operations, the Organization shall immediately notify the same to the Department and the Department shall be obligated to remove the hindrance, as soon as possible.
- 4.16 The Organization shall be obligated to keep accurate accounts of the mineral or group of minerals, extracted and transported from the mining site and shall submit monthly production returns to the Department.
- 4.17 The Organization shall also maintain an accurate account of the of mineral or group of minerals mined or extracted, quantity of mineral or group of minerals dispatched and sold and the profit accrued thereon and shall submit a quarterly report in this behalf, to the Department.
- 4.18 The Parties shall, for implementation of contractual obligations and smooth execution of this Agreement, hold quarterly review meetings, to sort out issues, if any.
- 4.19 The Department shall have the right to decline or delete forest protected areas from the Area at any stage without prior intimation to the Organization.
- 4.20 The Organization shall take all possible measures to protect damage to the environment and shall make reasonable steps for environment friendly mining operations.
- 4.21 The Organization shall not cut or injure any tree as strictly observe forest conservation on both Government and private land.
- 4.22 If it appears to the Department that any portion of the Area is overlapped with another area, the Department may by an order in writing direct the Organization that such portion of the Area has been declared as declined and the Organization upon such declaration being made by the Department shall have no mining right and claim over that declined area.

5. Location of And Access to Area:

After fulfilling the codal formalities, the Department shall allow the Organization access to the Area for exploration, mining operations and transportation of mineral or group of minerals. The Department shall be obliged to remove any difficulties arising out of local disputes and facilitate the Organization to commence its works at the earliest by way of seeking assistance of the Department's machinery and law enforcement agencies.

6. Profit Sharing Mechanism:

- 6.1 The profit or proceeds, accrued as a result of sales of the extracted mineral or group of minerals, shall be credited to the account of the Organization to be maintained for the purpose.
- 6.2 The profit shall be disbursed between the Parties and the local community, annually, on the following profit sharing ratio:

Sr. No.	Description.	Share in the Profit.
1.	Department.	---
2.	Organization .	---
3.	Corporate Social Responsibility.	---

- 6.3 In case, in any year, the Organization suffers any loss and there is no profit to be distributed, the Organization shall carry forward the loss for such year for adjustment against the future profit first, and then the remaining profit shall be distributed among the parties.

7. Utilization of Amount Allocated For Corporate Social Responsibility:

- 7.1 The amount, allocated for corporate social responsibility under Article 6 of this Agreement shall be utilized on the health, education, communication, infrastructure, welfare, social wellbeing and other related social sectors of the local community of the Area.
- 7.2 The developmental works in health, education, communication, infrastructure, welfare, social wellbeing and other related social sectors, to bring prosperity and generate economic activity in the Area, shall be identified and finalized by the Corporate Social Responsibility Committee, which shall be constituted with mutual consultation of both the Parties.
- 7.3 Meetings of the Corporate Social Responsibility Committee, to be constituted under Clause 7.2 shall be convened by the Chairman of the said Committee and shall be held at least on quarterly basis or as and when required.

8. Maintenance of Accounts and Audit:

- 8.1 The Organization shall maintain accurate account of the quantity of mineral or group of minerals extracted and transported from the Area.
- 8.2 The accounts, maintained by the Organization under Clause 8.1, shall be audited annually by the Organization, through a chartered accountant firm with satisfactory rating of quality control report of the Institute Chartered Accountants of Pakistan.
- 8.3 The fees or charges, for auditing the accounts, shall be borne by the Organization and shall be charged to the operating expenses in the Account of the Organization.
- 8.4 The audit reports shall be submitted by the Organization to the Department within thirty days from submission of the same by the chartered accountant. After examination of the audit report by the Department and in case there is discrepancy in the audit report submitted by the Organization, the Department shall point out the specific discrepancy in accordance with the accounting standards detailing the nature of the issue and the remediation steps required to be taken by the audit firm. The discrepancy in nature shall be of material nature as defined by accounting standards and shall not include minor typing errors, grammatical errors etc.
- 8.5 All expenses i.e. salaries, wages, raw materials, all kind of taxes and duties, workers compensation in case of injury or death during work, royalty, water rates, electricity charges and all other expenses that may be necessitated for the effective execution of this Agreement shall be charged to the operating expenses in the accounts of Organization and such expenditures shall be allowed as admissible deductions for the purpose of calculating the profit.
- 8.6 The Organization shall also be responsible for all outstanding liabilities at the time of termination of this Agreement and the Department shall not be responsible for the same under any circumstances.
- 8.7 All taxes, royalties, levy charges, excise duty etc, imposed and required to be paid or withheld under the applicable laws, shall be paid or withheld by the Organization.
- 8.8 The Department agrees that if resource estimation in any Area proves that a mining project may be undertaken, the Department shall provide all possible assistance to the Organization to apply to the relevant

authorities of Government of Pakistan and obtain the grant of export processing zone status for the project before commencement of mining project construction.

9. Employment of Locals:

- 9.1 The Organization, while conducting mining operations under this Agreement, shall give preference to the local population for employment under different activities. However, if skilled workers are not available within the Area, the Organization may arrange such persons from other districts of the Province. In case the same is not available in the Province, the Organization may hire the skilled labour from any part of the Country. The Organization shall have exclusive authority in the matters of employment which covers appointments, termination, service terms and conditions etc. and there shall be no interference by the Department or its authorities at Provincial, district or local level, subject to the applicable laws of Pakistan and necessary NOCs and permissions from the relevant authorities.
- 9.2 The Organization has the right to employ expatriates for the operation and management of the mining project, subject to the applicable laws of Pakistan and necessary NOCs and permissions from the relevant authorities.

10. Settlement of Labour Issues:

In the event of any labour issue in the Area, resulting in strikes by workers, full or partial, or in the events of go-slow tactics resorted to by the workers, or in the event of general disturbances by workers or any other mischief, both the Parties shall take appropriate steps to resolve the issue at local level.

11. Relationship:

- 11.1 The inter-se relationship between the Parties under this Agreement, shall not be of principal and agent or of employer and employee. Neither Party shall have authority to act for or bind the other or make any representation or warranty on behalf of the other, unless provided in this Agreement.
- 11.2 Except as expressly stated otherwise, no provisions in this Agreement are intended or shall be construed to confer upon or give any person or entity other than the Parties any rights, remedies or other benefits under or by reason of this Agreement.

12. Warranties and Representations:

12.1 The Parties warrant to each other that, they have duly obtained all necessary consents and regulatory approvals from their respective competent authorities to enter into this Agreement and this Agreement is executed by their duly authorized representatives.

12.2 Each Party represents and warrants to the other Party that neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein shall violate or conflict with-

12.2.1 its constitutional or charter documentation;

12.2.2 any material provision of any agreement or any other material restriction of any kind to which it is a party or by which it is bound; and

12.2.3 any applicable law, decree or order of any Authority of Government.

12.3 The Organization represents and warrants that it meets all mandatory requirements in terms of eligibility and statutory authorization to execute this Agreement.

13. Severability and Variation:

If any provision of this Agreement is or becomes invalid as a result of judgment of a Court or for whatsoever reason at any time or is unenforceable or contravenes any applicable law, the other remaining provisions shall remain un-affected and binding on the Parties. Such invalid or contravening provisions shall be deemed to have not been included in this Agreement.

14. Counterparts:

This Agreement is executed in two ⁽⁰²⁾ counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same Agreement.

15. Waiver:

Waiver of any rights under this Agreement whether express or implied shall not be effective unless the same is reduced to writing and signed by both the Parties.

16. Force Majeure:

- 16.1 Neither Party shall be liable for any delay in, or failure to perform, or observe its obligations under this Agreement, if such failures or delays are caused by force majeure. The affected Party shall notify the other Party in writing of such events or circumstances promptly upon their occurrence.
- 16.2 Failure to perform a duty by any Party because of force majeure shall not constitute breach under this Agreement:

Provided that the Party had taken reasonable care and precautionary alternative measures to avoid such situation.

- 16.3 Upon the ending of the force majeure event, the delayed Party shall, without any further delay, start performing its part of the duty, complete any action or task, and the time shall be extended for a period, equal to the time during which such Party was unable to perform such action as a result of force majeure:

Provided that, if the force majeure event exists or persists for a continuous period of one hundred and twenty ⁽¹²⁰⁾ days, the Parties may mutually agree to terminate this Agreement.

17. Arbitration or Dispute Resolution:

- 17.1 The Parties shall attempt in good faith to resolve any controversy or claim through their senior level management.
- 17.2 Any dispute arising out of this Agreement which is not settled amicably shall be finally settled by a panel of two ⁽⁰²⁾ arbitrators, each to be nominated by either Party, through arbitration in accordance with the Arbitration Act, 1940.
- 17.3 The venue of arbitration shall be at Peshawar.
- 17.4 Each Party shall bear its own costs of referral to arbitration and proceedings shall be recorded in English language.

18. Termination:

- 18.1 This Agreement may be terminated by any Party before the end date of this Agreement, in the event of a material breach of the terms of this Agreement by the other Party, in the following cases:
- 18.1.1 if a Party, on fault, does not remedy a failure, in the performance of its obligations under this Agreement, within thirty ⁽³⁰⁾ days after being notified, or within any further period as the other Party may have subsequently granted in writing;
 - 18.1.2 if a Party fails to comply with any final decision reached as a result of arbitration proceedings under Article 17;
 - 18.1.3 if a Party submits to the other Party, a statement, which has a material effect on the rights, obligations or interests of the other Party; and
 - 18.1.4 if, as the result of force majeure under Article 16, a Party is unable to perform a material portion of its obligations under this Agreement, for a period of not less than one hundred and twenty ⁽¹²⁰⁾ days.
- 18.2 In case of termination of this Agreement, the following processes shall be followed:
- 18.2.1 the Party shall give a notice to the other Party at fault or in breach of this Agreement, specifying the nature of such breach with the request to cure or rectify the same; and
 - 18.2.2 if the breach, notified under Clause 18.2.1 is not cured or rectified within seven (07) business days after written notice of such breach, the non-breaching Party may, thereupon, terminate this Agreement upon an additional thirty ⁽³⁰⁾ days written notice to the breaching Party and the non-breaching Party shall be entitled to all remedies available under the applicable law. This Agreement shall stand terminated after the expiry of the aforesaid additional thirty ⁽³⁰⁾ days period.
- 18.3 Upon termination of this Agreement, both the Parties shall settle their accounts for the purpose of settling financial obligations, incurred during the validity of this Agreement. Also any confidential information in possession of a Party, belonging to the other Party to this Agreement, shall be returned confidentially to that Party. These settlements and return of the data shall be concluded within a period of ninety ⁽⁹⁰⁾ days from the date of termination of this Agreement.

19. Notices:

19.1 Any notice, demand, requests or communication required or to be given under this Agreement shall be in writing. Such notice shall be considered sufficiently given, when it is-

19.1.1 dispatched through a reputable courier service company for delivery, at the address to the appropriate Party provided under this Article or to such other address, as may be designated in writing by such Party, from time to time; or

19.1.2 by confirmed facsimile number, as may be designated, in writing, by such Party, from time to time.

19.2 Any notice, demand, requests or communication, required or to be given under this Agreement, shall be addressed to the following:

Notices to the Department shall be sent to:

Attention: _____
(Name of the Secretary of the Department)

Address: _____

Tel Office: _____

Fax: _____

Notices to the Organization shall be sent to:

Attention: _____
(Name of the Head of the Organization)

Address: _____

Tel Office: _____

Fax: _____

IN WITNESS WHEREOF, the Parties hereto executed this Agreement on the date hereinabove written.

For and on behalf of the Department

For and on behalf of the Organization

Name: _____

Name: _____

Designation: _____

Designation: _____

WITNESSES

1. Name: _____ Name: _____

CNIC: _____ CNIC: _____

Address: _____ Address: _____

2. Name: _____ Name: _____

CNIC: _____ CNIC: _____

Address: _____ Address: _____

-----S/d-----

**SECRETARY TO
GOVERNMENT OF KHYBER PAKHTUNKHWA
MINERALS DEVELOPMENT DEPARTMENT.**

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