

FRAMEWORK AGREEMENT

Open Framework Agreement for PSO Model Shop Development at Hi-Street in South,
Central and North Regions

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Open Framework Agreement for PSO Hi-Street Model Shop Development in South, Central and North
Regions

This Framework Agreement (the “Agreement”) is made on this ____ day of _____,
20____

BY & BETWEEN

Pakistan State Oil Company Limited, a public limited Company incorporated and existing under the laws of Pakistan and having registered office at PSO House, Khyaban-e-Iqbal, Clifton, Karachi-75600, Pakistan (hereinafter referred to as “**PSO**” or the “**Company**” which expression wherever the context permits, shall means and include its successors-in-interest, representatives, administrators and permitted assigns) of the First Part;

-AND-

M/s _____, (herein after referred to as the “**Contractor**” which shall, unless the context otherwise require, mean and include its successor in interest or permitted assigns) of the Second Part

(the “**Company**” and “**Contractor**” shall hereinafter collectively be referred to as the “**Parties**” and individually as the “**Party**”)

WHEREAS:

- a) The Company is the largest oil marketing company in Pakistan, *inter alia*, engaged in the business of marketing of various petroleum and lubricants products to its retail, Hi-Street as well as industrial consumers throughout the country;
- b) The Company called pre-qualification via press advertisement, dated _____ in the newspapers and on SAP Ariba for Open Framework Agreement PSO Model Shop Development at Hi-Street
- c) This Agreement constitutes a standing offer by the Contractor to the Company for PSO Model Shop Development at Hi-Street

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- d) as more particularly described in the Agreement throughout the Term of this Agreement, on as and when the PSO requires through a Call-off Contract.
- e) the following documents shall be deemed to form and be read and construed as part of this Agreement and, where indicated, to any Call-off Contract awarded hereunder:
 - i. Framework Agreement
 - ii. Pre-qualification Process & Criteria
 - iii. Technical Specification & Warranties
 - iv. Instructions to bidders
 - v. Terms & Conditions C-06 of Call-Off Contract
- f) For avoidance of any doubt, all the above-mentioned documents including this Framework Agreement shall jointly constitute the entire Agreement and shall be read collectively as “Framework Agreement” wherever used in the above referred documents.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged by the Parties, and the Parties hereby agree as follows:

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1. Definition & Interpretation

1.1 Definition

Unless the context requires otherwise, the following terms in this Agreement shall have the following meanings:

- a. **As-Built Drawings** means the controlled and complete set of documents upon which the Contractor records each and every instance of differences between the Work as executed and the Work as designed and depicted in the documents issued by the Contractor for Construction Work including all drawings, details, manuals, computer programs, software and related documents;
- b. **Authority** means the Federal, Provincial or Local Government or any other body established under the law for the time being enforce having jurisdiction over the Parties or PSO retail outlets.
- c. **Call-off Contract** is a contract awarded under a Framework Agreement, through a Secondary Procurement process, for the supply of Goods, and any Related Services by the Contractor.
- d. **Change** means any change in, addition to, or deletion from the Company's Requirements, Company's Specified Materials and the Milestones, or the Contract Time;
- e. **Confidential Information** means (i) all written, visual or electronic information relating to Company's business, projects, operations, activities or affairs in connection with the Works whether of a technical and non-technical, commercial or financial nature or otherwise (including but not limited to, reports, financial information, identities of actual or potential business partners, dealers or customers, business plans and proposals, economic data, market data, designs, concepts, trade secrets, know how, process and other technical or business information whether concerning the Company's business or the Works), which is disclosed or made available by the Company or any of its authorized representatives to the Contractor or any of its authorized representatives, and (ii) the existence and contents of this Agreement.
- f. **Commencement Date** means, unless otherwise defined hereunder, the date notified by the Company to the Contractor to start the Works under this Agreement.
- g. **Company's Representative** means the person appointed by the Company from time to time who acts on behalf of the Company.

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- h. **Company's Personnel** means the Company staff other than Company's Representatives, including labour and other employees of the Company, and any other personnel notified to the Contractor, by the Company or the Company's Representative as Company's Personnel, on behalf of the Company.
- i. **Contractor's Personnel** means the Contractor's staff, other than the Contractor's Representative and all personnel to whom the Contractor utilizes on HS Lubricant Shops including the staff, labour and other employees of the Contractor and any other personnel of the Contractor assisting him in the execution of the Works hereunder.
- j. **Contract Price** is the price payable to the Contractor as specified in the Call-off Contract, subject to such additions, adjustments or deductions therefrom, as may be made under and pursuant to this Agreement.
- k. **Works** means PSO Model Shop Development at Hi-Street and includes its delivery, fabrication, assembly, construction, testing, commissioning and correction, including professional and technical personnel labor, supervision, administration, arrangement of materials, transportation, supplies of tools, equipment, Related Services and such other work and materials necessary to be performed or supplied to meet the requirements of this Agreement, including any work or services which are not expressly described in this Agreement but which is nevertheless necessary for the proper execution of the Works as envisaged hereunder.
- l. **Day** means a calendar day and "year" means a year as per Gregorian calendar.
- m. **Hi-Street Shops** means the lubricant shops located across the country in various clusters, details whereof are provided by the Company to the Contractor from time to time for PSO Model Shop Development at Hi-Street. Hi-Street Lubricant shops may be situated in one or different geographical locations.
- n. **Execution Plan** means the program developed by the Contractor for the Works in accordance with this Agreement which shall be updated from time to time as may be required by the Company and which shall include, but not be limited to:
 - a. The team to be established by the Contractor for carrying out the Works, including, but not limited to, the identities and curriculum vitae of Key Personnel, or if not yet identified, then the titles of the positions that will be held by Key Personnel;
 - b. The sequences and methods for the performance of Works; and
 - c. A detailed schedule with dates for the completion of Milestones.
- o. **In Writing** means communicated or recorded in written form. It includes, for

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example: mail, e-mail, fax or communication through an electronic procurement system (provided that the electronic system is accessible, secure, ensures integrity and confidentiality, and has sufficient audit trail features).

- p. **Local Currency** means the Pakistani Rupee.
- q. **Laws** mean all Federal, Provincial or local legislation, statutes, ordinances, regulations and by-laws of any legally constituted Authority in Pakistan including Pakistan Engineering Council.
- r. **Performance Guarantees** means a guarantee submitted by the Contractor to the Company in the form of Bank Guarantee to ensure the satisfactory performance of its obligations in accordance with this Agreement.
- s. **Related Services** means the services incidental to the Works, such as insurance, installation, training, initial maintenance and other such obligations of the Contractor, excluding inland transportation and other services required in the Procuring Agency's Country to convey the branding tools to their final destination.
- t. **Secondary Procurement** is the method used to select a Contractor and award a Call-off Contract under this Agreement.

1.2 Interpretation and Order of Precedence

- 1. Unless the context otherwise requires, words importing the singular shall include the plural and vice-versa and words importing gender shall include the masculine, feminine and neuter genders.
- 2. The headings and sub-headings of the Agreement are used for convenience and ease of reference only and in no way define, limit, describe or interpret the scope or intent of the Agreement or any part thereof.
- 3. If there is a conflict in the provisions of Agreement and the Change Order, the order of precedence of documents, from highest to lowest, shall be as under:
 - a) Change Directives/Order;
 - b) the Agreement
- 4. The following shall, in all instances, apply:
 - a) In this Agreement provision is made for a communication to be "written "or "Writing", therefore, all consents, approvals, certificates, notices, requests

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shall be in writing and delivered by mail, courier or electronic means of transmission with complete encrypted manner with acknowledgement:

- i. For documents revised by either Party and approved by the Company, the latest revision shall govern;
 - ii. Figured dimensions on drawings shall govern, even though they may differ from scaled dimensions;
 - iii. Drawings of larger scale shall govern over those of smaller scale of the same date; and
 - iv. Specifications shall govern over drawings regardless of time.
- b) Wherever this Contract requires an action to be performed or an obligation to be undertaken, such action or obligation shall be performed in a reasonable manner by the Party taking the action or fulfilling its obligation.

1.3 Company's Requirement

- a) The Company's Requirements shall describe the scope of the Works.
- b) The Company's Requirements shall specify the requirements of the Safety Plan and identify the Party, or Parties, responsible for the development and implementation of the Safety Plan.
- c) All conflicts with respect to the interpretation of the Company's Requirements shall be resolved by the Company's Representative.

1.4 General Requirements of the Works

- a) The scope of Works described in the Agreement also includes but not limited to correction of defects and deficiencies by the Contractor in accordance with the Agreement.
- b) By the date or dates specified in the Company's Requirements, the Contractor shall prepare and submit a detailed Execution Plan for the performance of all or any part of the Works required under this Agreement. The Contractor shall control the progress of the Works to achieve compliance with the Execution Plan.
- c) In the execution of Works, the Contractor shall comply with, and the completed Work shall comply with, the Laws, including, without limitation, applicable technical standards, environmental regulations and other standards specified by the regulatory Authorities.
- d) If a vendor applies for more than one region, they must have a dedicated team, adequate material availability, and a separate fabrication facility for each region.

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- e) In the event that a vendor is awarded work in more than one region, the stipulated completion period of **two (2) months** shall apply irrespective of the number of regions or shops awarded concurrently.
- f) References in the Contract to applicable codes, standards or regulations shall be understood to be references to the latest edition applicable on the date of the Agreement, unless stated otherwise. If substantially changed or new applicable codes, standards or regulations come into force after the date of this Agreement and the compliance to those new codes, standards or regulations is required by operation of Laws, there shall be no change in the substance of the Agreement under Company's Requirements and the new codes and standards shall automatically apply on the Agreement.
- g) The Contractor accepts the HS lubricant Shops and the obligation to perform the Works in the condition existing at the effective date of this Agreement and acknowledges that it has investigated and satisfied itself as to:
 - i. The nature of the Works;
 - ii. The location of and all conditions relating to the HS lubricant Shops, including, but not limited to, accessibility, general character, surface conditions, utilities, roads, uncertainties of seasonal weather and all other physical, topographical and geographical conditions, and including subsurface or other physical conditions, including load bearing assessment of the signage works, unless disclosed by the Company;
 - iii. All environmental risks, conditions, Laws and restrictions applicable to the Contractor or the Works that may affect the Works; and
 - iv. The magnitude of the Works.
- h) The Contractor accepts the obligation to perform the Works under this Agreement and acknowledges that it has investigated:
 - i. The general character, quality, quantity and availability of equipment and materials required to execute and complete the Works; and
 - ii. All conditions affecting labour, including, without limitation, availability, productivity and administrative practices, including those relating to HSE, prevailing at or applicable to the Works.

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- i) Any failure by the Contractor to discover matters which affect, or could affect, the Works shall not relieve the Contractor from its obligations under the Agreement or otherwise affect the Contract Time or the Compensation.
- j) The Contractor shall co-operate fully with the Company. The Contractor shall supervise its employees and Sub-contractors and inspect their work to ensure that the Works conforms in each and every respect to the Company's Requirements and in accordance with scope and specifications to produce best quality workmanship.
- k) Approval of the Engineering Services, acceptance of any part of the Goods, procured goods or the construction work by the Company, or payment to the Contractor shall not relieve the Contractor from its responsibilities under the Agreement, whether pursuant to any of the warranties or guarantees expressed or implied herein, or otherwise.
- l) As required by Company's Requirements, the Contractor shall provide the Company with written reports detailing the status of the Works and all issues relating to the Works, promptly upon the request of the Company or on its own, and shall attend meetings as required under this Agreement, or as otherwise requested by the Company's Representative.
- m) The Contractor shall have those responsibilities for managing the Works as stipulated in the Company's Requirements, including, but not limited to:
 - i. cost monitoring, scheduling and reporting to the Company;
 - ii. scheduling the Works, monitoring and reporting on the progress of the Works, relative to the Milestones, to the Company;
 - iii. coordination, scheduling and supervision of execution of Works under deployment by the Contractor; and
 - iv. coordination and management of transportation and Related Services for the Works;

1.5 Law and Language

The Agreement shall be governed and construed in accordance with the Laws of Islamic Republic of Pakistan.

The Agreement as well as all correspondence and documents relating to the same exchanged between the Contractor and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an official and notarized English translated version, which shall govern for the purpose of interpretation.

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1.6 Confidentiality and Confidential Details

The Contractor shall treat the details of the Agreement and other documents shared by the Company pursuant to this Agreement as private and confidential.

The Contractor shall not publish, permit to be published, or disclose any particulars of the Works in any trade or technical paper or elsewhere without the prior written approval of the Company.

The Contractor shall not be required to disclose, to the Company, any information which the Contractor described in the Tender as being confidential. The Contractor shall disclose any other information which the Company may reasonably require in order to verify the Contractor's compliance with the Agreement.

Neither Contractor nor its personnel, representatives, agents or any of its sub-contractor shall reveal to any one person, other than persons designated by the Company, any Confidential Information designated in writing as "Confidential Information" and obtained from the Company during the course of execution of the Works so long as and to the extent that the information has not become part of the public domain.

The Confidential Information shall not include the:

- a. Information which the Contractor can show was in its possession on a nonconfidential basis before receipt or acquisition of the Confidential Information from the Company;
- b. Information which is lawfully in the public domain at the time of its disclosure by the Company other than as a direct or indirect result of any breach of this contract, and could be obtained by any person with no more than reasonable diligence at the time of its disclosure;
- c. Information which, after the receipt or acquisition by the Contractor from the Company becomes part of the public domain through no act of the Contractor or of any third party under an obligation of confidence with respect to such information; or
- d. Information which the Contractor can show that it was developed independently by him prior to its disclosure by the Company;
- e. Information which the Contractor can show that it was made available to it by a third party, which the third party obtained or developed independently through lawful means;

Upon completion of the Works or in the event of termination hereof pursuant to the provisions of this Agreement, the Contractor shall immediately return to Company all drawings, plans, specifications and other documents supplied to the Contractor by or on behalf of Company or prepared by the Contractor solely for the purpose of the performance of the Works, including all copies made thereof by the Contractor.

The Contractor may disclose the Confidential Information to the extent required:

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- a. By any order of any court of competent jurisdiction or any competent judicial, governmental, regulatory or supervisory body;
- b. By the rules of any listing authority, stock exchange or any regulatory or supervisory body with which the Contractor is bound to comply; or
- c. By the laws or regulations of any country with jurisdiction over the affairs of the Contractor.

The Contractor undertakes to the Company that it shall:

- a. Confirm the receipt of any Confidential Information in writing without delay;
- b. Treat the Confidential Information as strictly confidential;
- c. Take all reasonable care normally exercised in business environment for safeguarding of Confidential Information. However, if the Contractor employs information security measures that provide it with better security compared to those normally applied in similar circumstances, then the Contractor shall apply the security measures to protect the Confidential Information as normally employed by the Contractor.
- d. Use reasonable endeavors to maintain a list of those authorized persons who have received Confidential Information and make such list available upon request of the Company;
- e. Make copies of the Confidential Information in such number as may be required for use by its authorized persons only.

1.7 Compliances

The Contractor shall, in performing the Agreement, comply with applicable Laws and Regulations, Company's HSE Policies, Standards & Procedures, and obtain the required

Licenses/permits from the relevant authorities in Pakistan.

- a) The Contractor shall have obtained or shall obtain the planning, work permission for the Permanent Works, and any other permissions described in the Company's Requirements.
- b) The Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licenses and approvals, as required by the Laws in relation to the design, execution and completion of the Works and the remedying of any defects and the Contractor shall indemnify and hold the Company harmless against and from the consequences of any failure to do so.

2. Term of Framework Agreement

- a) This Framework Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with the provisions of this

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Framework Agreement, or the general law, shall continue until the end of the Term specified herein.

- b) Where permitted in the provisions of Framework Agreement, the Term may be extended (subject to the condition that the total duration of the framework agreement shall not exceed three (03) year), at the Company's sole discretion, and where there has been satisfactory performance by the Contractor. To extend the Term, the Company shall give the Contractor no less than three (3) months' notice, In Writing, prior to the date on which the Framework Agreement would otherwise have expired.

3. Company Right & Obligation

3.1 Approvals and Permits

The Company shall (where it is in a position to do so) provide reasonable assistance to the Contractor at the request of the Contractor:

- a) By obtaining copies of the Laws of the Country which are relevant to the Contract but are not readily available,
- b) For the Contractor's applications for any permits, licenses or approvals required under the Laws of the Country:

The Company is not under obligation to provide resources for obtaining permits and approvals from statutory Authorities, as it is obligation of the Contractor.

3.2 Company's Personnel

The Company shall be responsible for ensuring that the Company's Personnel while performing their respective obligations shall:

- a) Co-operate with the Contractor's efforts to the extent possible without affecting its own assignments; and
- b) Take actions, where possible, as per requests/need of the Contractor and the Contractor shall also coordinate and cooperate with the Company's Personnel and the Companies Other Contractors for their smooth operations at the HS Lubricant Shops.

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4. Job Completion Schedule

4.1 Contract Time

The Contractor under his obligations will ensure;

- I. The commencement of work on the Commencement Date and shall achieve Functional Completion of all of the Works by the Scheduled Functional Completion Date approved by the Company.
- II. Unless otherwise provided for in this Agreement, the perform of Works in accordance with the Execution Plan.

If the Contractor fails to meet its obligations, as set out in this Agreement, in a timely manner, the Company may issue a notice of failure to the Contractor requiring the performance of its part within a period of 28 days. If the failure is not remedied by the Contractor despite the notice of failure, the Company can take action against the Contractor in accordance with this Agreement and the Law. The Company can, *inter alia*, terminate the Agreement and forfeit/encash the Performance Guarantee. During the notice period the Contractor shall continue to perform its respective obligations and shall also do its level best to perform its part in a timely manner.

4.2 Changes

The Company shall have the right, at any time, to make a Change in this Agreement.

When a Change is proposed by the Company, then the Company shall provide a Contemplated Change Notice to the Contractor describing the proposed Change.

The Contractor, upon receipt of a Contemplated Change Notice, shall within 05 working Days provide the Company's Representative a consent and time for the proposed Change without any difference of cost quoted to bid, however, for those works not stipulated in the scope of work or considered extra may be adjusted for difference of amount with mutual agreement of the Parties.

If there is substantial Change or in case of extra work as agreed to, the Company shall issue a Change Order recording the Change, which shall be signed by the Company and the Contractor. The value of the work performed as a result of a Change Order shall be included in invoices for payment given by the Contractor in accordance with the terms of payment and shall identify those portions of the invoice charged for the Change Order.

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5. Obligations of the Contractor

5.1 General Obligations

The Contractor shall offer to supply (standing offer) to the Company, PSO Model Shop Development at Hi-Street, including any Related Services, if applicable, described in the Framework Agreement, for the Term of this Framework Agreement, in accordance with the terms and conditions stipulated in this Framework Agreement.

During the Term of the Framework Agreement, the Supplier shall continue to be eligible and qualified for PSO Model Shop Development at Hi-Street, as per the qualification and eligibility criteria stipulated in the Primary Procurement (Pre-qualification) process and the provisions of sub-paragraphs below. The Contractor shall notify to the Company immediately, in writing, if it ceases to be qualified and/or ceases to be eligible.

The Contractor undertakes to perform the Works under a Call-off Contract complying with the requirements stipulated in 'Scope of Work' document and "Technical Specification & Warranties" document. The Performance of Works shall be at the Contract Price specified in the Call-off Contract and in such quantities, at such times and to such locations as specified in the Call-off Contract by the Company.

If specified in the Framework Agreement Specific Provisions, at any point during Term of the Framework Agreement should technological advances be introduced by the Contractor for the solution originally offered by the Contractor in its bid and still to be delivered, the Contractor shall offer to the Company the latest versions of the available Solutions having equal or better performance or functionality at no additional cost to the Company.

The Contractor agrees that the terms and conditions stipulated in Framework Agreement, Scope of work and Technical Specification and Warranties document, shall apply.

The Contractor shall execute an Integrity Pact with the Company in the format attached herewith as Annexure A.

The Contractor shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.

5.2 Continued Qualification and Eligibility

The Contractor, shall continue to have the nationality of an eligible country (all countries of the world with whom Islamic Republic of Pakistan have commercial

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relations). A Contractor shall be deemed to have the nationality of a country it is constituted, incorporated or registered in, and operates in conformity with, the provisions of the laws of that country, as evidenced by its certificate of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be.

All Works and Related Services to be supplied under a Call-off Contract shall continue to have their origin in eligible Countries (all countries of the world with whom Islamic Republic of Pakistan have commercial relations). For the purpose of this provision, origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacturing process, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

To continue to be eligible the Contractor shall not have been sanctioned by pursuant to the Anti-Corruption Law, and in accordance with its prevailing sanctions policies and procedures as set forth by the Authority. Where the Contractor has been so sanctioned it will be ineligible for the duration of the period of time as determined by the Company or any Authority.

The Company may require, during the Term of the Framework Agreement, evidence of the Contractor's continued qualification and eligibility, and the Works continued eligibility. Failure to provide such evidence, as requested by the Company, may result in the Contractor being disqualified from participating in a Secondary Procurement process, and/or being awarded a Call-off Contract, and/or the termination of the Framework Agreement.

5.3 Setting Out

The Contractor shall set out the Works in relation to original, points, lines and levels of reference specified in the Contract. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works.

5.4 Site Data

The Company while inviting bids (mini competition) may provide available data to the Contractor for information, including, site address, site dimensions and other relevant data as may be available with the Company.

The Contractor shall be responsible for verifying and interpreting all such data. The Company shall have no responsibility for the accuracy, sufficiency or completeness

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of such data. Any other data required for engineering and subsequent execution of the Works shall be carried out by the Contractor.

5.5 HSE Procedures

The Contractor shall be responsible to adhere to the HSE policies, standards & procedures of the Company and comply with policy and procedure not limited to the following:

- a) Comply with all applicable HSE regulations prescribed for HS Lubricant Shops;
- b) Take care for the safety of all persons entitled to be on the HS Lubricant Shops;
- c) Ensure providing Personal Protective Equipment (PPEs) in accordance with Works requirement;
- d) Use reasonable efforts to keep the site and works clear of unnecessary obstructions so as to avoid danger to these persons;
- e) To take measures to safeguard the area with fencing, lighting, guarding and watching of the works until completion and taking over by the Company; and
- f) To provide any temporary works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land.

5.6 Safety/Compliance with Safety and Security Rules and Regulations:

The Contractor shall comply with all laws, regulations; notifications and standing instructions issued by Government, Semi Government or Local Bodies. Contractor shall take all safety measures and make appropriate arrangements for safety of men and materials in carrying out the work under this Agreement. Contractor shall also comply with Company's standing instructions in respect of security and safety of Company's moveable and immovable property.

- a) The Contractor shall provide all necessary fencing and lights required to protect the public from accident and shall be bound to bear expense of defense of every suit, action or other proceedings at Law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the Contractor be paid to compromise any such suit or proceedings by such person.
- b) Liability for Injury or Accidents: The Contractor shall be fully responsible for any accident fatal or otherwise caused while executing the Works to himself, his staff,

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or any third person. In all such cases, compensation payable to the claimant shall be on the Contractor's account and the Contractor shall keep Company absolutely indemnified and free from such responsibility.

5.7 Quality Assurance

The Contractor shall establish a quality assurance system to demonstrate compliance with the requirements of the quality assurance acceptable to Company by all means. The system shall be in accordance with the details stated in the Agreement. The Company shall be entitled to audit any aspect of the systems.

The documents consisting of all procedures and compliances shall be submitted to the Company for information before each design and execution stage is commenced. When any document of a technical nature is issued to the Company, evidence of the prior approval by the Contractor shall be apparent on the document itself.

Compliance with the quality assurance system shall not relieve the Contractor of any of duties, obligations or responsibilities under this Agreement.

5.8 Sufficiency of Contract Value

The Contractor must be satisfied himself as to the correctness and sufficiency of the Contract Price.

Unless otherwise stated in the Agreement, the Contract Price covers all the Contractor's obligations under the Agreement (including those under Provisional Sums, if any) and all things necessary for the proper design, execution and completion of the Works and remedying of any defects.

5.9 Unforeseen Difficulties

The Contractor, prior to price the bid or commencement of Works,

- a) Shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Works;
- b) By signing the Agreement, accepts total responsibility for having foreseen all difficulties and costs of successfully completing the Works; and
- c) Has understood that the Contract Price shall not be adjusted to take account of any unforeseen difficulties or costs.

5.10 Facilities at Site

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The Contractor shall be responsible to incur all costs associated to obtaining approvals from Company/local authorities for the preparation of temporary right-of-way, which may be required, to execute the Works at HS Lubricant Shop.

5.11 Contractor's Interference

To the fullest extent permitted by Laws, the Contractor shall indemnify and hold the Company, Company's Representatives and Company's Personnel harmless against and from all damages, losses and expenses (including legal fees and expenses) arising out of or resulting from the performance or poor performance of the Works by or on behalf of the Contractor or any unnecessary or improper interference.

The Contractor shall also avoid all times during the execution of Works or otherwise to maintain his impartiality in matter of;

- a) The convenience of the public, or
- b) The access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the Company or of others.

5.12 Delivery of Materials at Hi-Street Lubricant Shops

The Contractor shall make all arrangements to deliver the required materials /Goods at HS Lubricant Shops and give prior schedule of delivery for the inspection and verification by Company's Representative and such notice of delivery schedule shall not exceed 15 days.

Contractor will also be responsible for safe delivery of Goods including packing, loading, unloading, transportation, receiving, storing and protecting all equipments and signage works and other things required for the Works.

The Contractor shall indemnify and hold the Company fully harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the transportation of signage and other equipments, and shall pay all claims arising from their transportation.

5.13 Environment Protection

The Contractor shall take all reasonable measures during execution of Works and carrying various activities at HS Lubricant Shops to protect the environment (both on and off the respective Retail Shop) and to avoid damage and nuisance to people and property resulting from pollution, noise and other results of their operations.

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5.14 Electricity, Water and Gas

The Contractor shall, arrange all utilities including power, water and gas, and all such costs shall be taken in the bid price.

The Contractor shall, at his own risk and cost, provide any apparatus necessary for his use of these utilities and for measuring the quantities consumed.

5.15 Security at Hi-Street Lubricant Shops

While executing the Works at HS Lubricant Shops, the Contractor shall be responsible to maintain the security of signage materials, and all equipment and shall keep unauthorized persons away from the said area and ingress and outgress of authorized persons shall be limited to the job areas only. The Contractor shall be responsible for the presence and acts of the unauthorized persons at HS Lubricant Shops.

5.16 Contractor's Execution at Hi-Street Lubricant Shops

The Contractor, while executing the Works at HS Lubricant Shops shall confine his operations to the relevant area, and to any additional areas, which may be obtained by the Contractor and agreed by the Company as working areas. The Contractor shall take all necessary precautions to keep Contractor's Equipment and Contractor's Personnel within the said permitted areas, and to keep them away from the adjacent land/property. During the execution of the Works, the Contractor shall keep the HS Lubricant Shops free from all unnecessary obstruction, and shall store or dispose of any Contractor's Equipment or surplus materials in a safe manner. The Contractor shall clear away and remove from the Site any wreckage, rubbish and temporary works which are no longer required.

Upon the issue of the Completion Certificate for the Works, the Contractor shall clear away and remove all Contractors' Equipment, surplus material, wreckage, rubbish and temporary works. The Contractor shall leave the HS Lubricant Shops and the Works in a clean and safe condition.

6. The Contractor's Labor and Staff

6.1 Labor wages and Condition

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1. The Contractor shall fully comply with the relevant labor laws of the land in the matters of Contractor's Personnel hired by the Contractor for the execution of Works. Notwithstanding anything contained in this Agreement, the Contractor shall be liable for all the matters relating to the Contractor's Representatives and Contractor's Personnel including their salaries, medical facilities, insurance, residence and others. There shall be no relationship of master and servant, and principal and agent between the Company and the Contractor's Representatives and/or the Contractor's Personnel and Contractor shall keep the Company fully absolve from all the matters relating to the services benefits of Contractor's Representatives and Contractor's Personnel.

6.2 Engagement

1. The Contractor shall make arrangements for the engagement of Contractor's Representatives and Contractor's Personnel/Labour, local or otherwise, and for their payment, housing, feeding and transportation. The Contractor shall ensure to take all his staff with care by obtaining their CNIC and security clearances from concerned local authorities in view of protection of HS Lubricant Shops.
2. The Contractor's Representatives and Contractor's Personnel must be professional with ethical conduct having no political motives in view of prevailing circumstances.
3. The Contractor shall not recruit, or attempt to recruit, staff and labor from amongst the Company's Personnel.

6.3 Labor Law

1. The Contractor shall fully comply with all the relevant labor Laws applicable to the Contractor's Personnel, including Laws relating to their employment, health, safety, welfare, compensation, wages, insurance and other benefits under the law, and shall allow them all their legal rights. The residence of the Contractor's Representatives and Contractor's Personnel is the sole responsibility of the Contractor and they shall immediately vacate the HS Lubricant Shop after the working hours. However, the persons of the Contractor responsible for the safety and security of the signage works, equipment, and goods, available at the HS Lubricant Shops, may stay at the respective area.
2. The Contractor shall require his employees to obey all applicable Laws, including those concerning safety and security at HS Lubricant Shops.

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6.4 Working Hours

1. No work shall be carried out on any of HS Lubricant Shop without prior permission of the Company's Representatives. The Company shall not be responsible for any activity carried out at any of HS Lubricant Shops by the Contractor, Contractor's Representatives and Contractor's Personnel without permission.
2. The Contractor shall take all necessary measures such as Safety and security of his work place during execution of Works at all the times. In a situation, when the work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in such case the Contractor shall immediately advise the Company the difficulties aroused in a particular situation and seek guidance from the Company's Representative.
3. The Contractor would be liable to observe all applicable Labor Laws as amended or implemented from time to time and will fully indemnify and hold harmless to the Company in this respect.

6.5 Staff Facilities

1. The Contractor shall provide facilities to his staff members and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel.
2. The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures and premises forming part of the Permanent Works.

6.6 Health, Safety and Security

The Contractor shall at all times take all reasonable and necessary precautions to maintain the health, safety and security of the Contractor's Personnel at Works. The Contractor shall also adhere with HSE policies and procedures of the Company. The Contractor to ensure providing security of its staff at HS Lubricant Shops and while commuting from nearby town and cities during odd times of the day. The Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available promptly upon any occurrence of incident. The Contractor shall ensure that the Medical assistance is available, where necessary, at all times at the place where Works are being executed. The Contractor shall also make appropriate arrangements for all necessary welfare and hygiene requirements and for the prevention of epidemic.

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6.7 Contractor's Superintendence

1. The Contractor shall provide all necessary superintendence to plan, arrange, direct, manage, inspect and test the Works. The Contractor shall, during the design, execution of Works, and as long thereafter is necessary to fulfill its obligations, continue the superintendence of the Works.
2. Superintendence shall be given by a sufficient number of persons of Contractor having adequate knowledge of the language for communication and of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents), for the satisfactory and safe execution of Works.

6.8 Contractor's Personnel

1. The Contractor's Personnel shall be appropriately trained, competent, qualified, skilled and experienced in the assignments of installation, fabrication, erection, operation, maintenance and allied activities under this Agreement. The Company may require the Contractor to remove (or cause to be removed) any person employed on any of HS Lubricant Shop for Works, including the Contractor's Representative who:
 - i. Persists in any misconduct or lack of care or any unethical practices,
 - ii. Carries out duties incompetently or negligently,
 - iii. Fails to conform with any provisions of the Agreement, or
 - iv. Persists in any conduct which is prejudicial to safety, health, or the protection of environment.
2. The Contractor shall appoint (or cause to be appointed) a suitable replacement person, however, the Contractor shall be fully responsible for the acts and omissions of the persons appointed by him for the execution of Works.

6.9 Disordered Conduct

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, abusive, and riotous or disorderly conduct by or amongst the Contractor's Personnel, and to preserve peace and protection of persons and property on and near the HS Lubricant Shops.

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7. Representation & Warranties

7.1 Representation & Warranties of the Contractor

The Contractor hereby warrants and represents to the Company that:

1. it is duly organized, validly existing and in good standing under the laws of Pakistan;
2. it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein;
3. it has taken all necessary corporate and other actions/approvals under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
4. it has the financial standing and capacity to undertake the entire Works hereunder;
5. this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
6. the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Contractor's Memorandum and Articles of Association or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;
7. there are no actions, suits, proceedings or investigations pending or to the Contractor's knowledge threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute Contractor's Event of Default or which individually or in the aggregate may result in Material Adverse Effect for the Company;
8. it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in Material Adverse Effect on the Company;
9. it has complied with all Applicable Laws and has not been subjected to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect on the Company;
10. no representation or warranty by the Contractor contained herein or in any other document furnished by it to the Company or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact

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or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and

11. Without prejudice to any express provision contained in this Agreement, the Contractor acknowledges that prior to the execution of this Contract, the Contractor has after a complete and careful examination, made an independent evaluation of the Project, and the information provided by the Company, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Contractor in the course of performance of its obligations hereunder. The Contractor also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that the Company shall not be liable for the same in any manner whatsoever to the Contractor.
12. It has the requisite skill, knowledge, experience, expertise, infrastructure and capability to carry out and complete the Works and Related Services and also has trained and experienced persons having requisite skills, knowledge, experience, and expertise to perform the functions, operation and maintenance service, in terms of this Agreement.

7.2 Representation & Warranties of the Company

1. The Company represents and warrants to the Contractor that:
 - a. It has full power and authority to enter into this Agreement and has taken all necessary actions to authorize the execution, delivery and performance of this Agreement; and
 - b. This Agreement constitutes Company's legal, valid and binding obligation enforceable against it in accordance with the terms hereof.

7.3 Obligation to Notify Change

In the event that any of the representations or warranties made/given by a Party ceases to be true or stands changed, the said shall promptly notify the other of the same together with its likely effect on the performance of this Agreement.

8. Material and Workmanship

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8.1 QA / QC Plan

The Contractor shall carry out the Works, according to the details as specified in the scope of work and shall produce best quality of workmanship by all means to the entire satisfaction of the Company and use best quality materials, and shall carry out execution of the Works using quality control and quality assurance tools:

- a) In a proper and careful manner, in accordance with recognized good practices,
- b) With properly equipped facilities and non-hazardous materials, except as otherwise specified in the Agreement, and
- c) Using various QA/QC techniques to ensure delivery of quality Works as per defined standards, specifications and international best practices.

8.2 Inspection

The Company designated Engineers and Personnel's shall at all reasonable times:

- a) During construction be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress accordingly.

9. Commencement, Delays and Suspension of work

9.1 Commencement of Work

The Company will issue commencement notice of 07 Days soon after the award of Call-off Contract to the Contractor. The Contractor will have to make all required arrangements within a period not exceeding 15 Days' time to commence the Works expeditiously and without delay.

9.2 Time for Completion

The Contractor shall complete the Development of PSO Model Shop at Hi-Street (each retail shop) within 2 months of handover of respective HS Lubricant Shops /go-ahead from Company's Representative in all respect, as per Agreement.

9.3 Extension of time for Completion

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The Company will not give any extension of time for the Completion of Works. However, due to unforeseen and unavoidable circumstances, the Contractor shall provide complete justification and documentary evidence for such delay of Works for which the Company shall have the sole discretion to accept or reject the reasons of delay and take appropriate measures accordingly.

9.4 Delays caused by the Contractor

If the Contractor is responsible for a delay in the progress of the Works, or fails to complete any portion of the Works within the time limits set forth in the Execution Plan, then the Contractor shall, at no additional cost to the Company, provide a recovery plan and perform whatever acts are required or requested by the Company's Representative to make up the lost time and to avoid any further delay in the performance of Works, including, without limitation, work overtime, and acquire and use any necessary additional labor and equipment at his own cost and expense.

9.5 Rate of Progress

If, at any time during execution of this Agreement;

- a) Actual progress is too slow to complete the Works within the Time for Completion, and/or
- b) Progress has fallen (or will fall) behind the current schedule,

Other than that delay is not attributable to the Contractor, then the Company may advise the Contractor to submit, a revised schedule and supporting report describing the revised methods which the Contractor proposes to adopt in order to expedite progress and complete the Works within the Time for Completion.

Unless the Company notifies otherwise, the Contractor shall adopt these revised methods, which may require increases in the working hours and/or in the numbers of Contractor's Personnel and/or Goods, at the risk and cost of the Contractor. If these revised methods cause the Company to incur additional costs, the Contractor shall pay these costs to the Company, in addition to delay damages (if any) prescribed in below clause.

9.6 Delay Damage

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If the Contractor fails to comply with the schedule of completion, the Contractor shall be liable to pay delay damages to the Company for this default. These delay damages shall be paid by the Contractor for every delayed day at the rate of 0.1% of the value of Works at individual HS Lubricant Shops where Works are to be carried out. However, the total amount due under this clause shall not exceed 10% of the total value of the Agreement.

The Company may, in its sole discretion, deduct the amount of Delay Damages from the amount of bills payable to the Contractor by the Company under this Agreement.

However, if no amount is payable to the Contractor by the Company, the Company may encash the Performance Guarantee of the Contractor to recover the amount of delay damages. These delay damages shall be the only damages due from the Contractor for such default, other than in the event of termination prior to completion of Works.

Notwithstanding anything contained in the Agreement, these damages shall not relieve the Contractor from their obligations to complete the Works, or, perform any other duties, obligations or responsibilities, which they may have under the Agreement.

9.7 Contractor Manpower & Material Taxes

The Contractor shall be responsible for the payment of:

- a) All taxes imposed by reason of the performance or completion of the Works including but not limited to license, permit and registration fees and the Contractor's income, profit, franchise, business, and personal property taxes;
- b) All employment taxes and contributions imposed by the Law or required to be paid on behalf of the employees of the Contractor, including but not limited to taxes and contributions for income tax, workers' compensation, unemployment insurance, old age benefits, welfare funds, pensions and annuities and disability insurance;
- c) All customs, sales and excise taxes and duties owing with respect to any labour, machinery, materials and equipment to be supplied by the Contractor and used in performance of or incorporated into the Works.

Any increase or decrease in taxes and charges shall be the sole responsibility of the Contractor. However, any change in Provincial Service Sales Tax supported by law/ notification after award of Agreement, or during the course of execution of Agreement, whether increased or decreased, such increase or decrease shall be applicable accordingly and incorporated through Change Order provided any increase in such tax is claimable as input (adjustable) by Company. It is clarified

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that any increase in Provincial Service Sales Tax which is not claimable as input (non-adjustable) by Company shall remain the liability of the Contractor.

The Contractor shall keep the Company indemnified against and hold the Company harmless from any liability resulting, directly or indirectly, from the failure of the Contractor or its Sub-contractors to make timely payments of the items referred to in this Section or such similar items for which the Contractor is responsible. Any interest, penalties or other liabilities arising from such failure shall be the sole responsibility of and be paid by the Contractor.

9.8 Lessons Learned Sessions

The Contractor to coordinate and organize quarterly joint Lessons Learned sessions with the Company and identify areas for improvements in the forth-coming activities during the entire life cycle of the project.

9.9 Risk Assessment Sessions

The Contractor and the Company will jointly conduct a Risk Assessment Sessions as & when need basis for the entire Works. This exercise shall provide both Contractor and Company an opportunity to identify high, moderate and low risk areas during the entire project life cycle and explore ways to minimize and or mitigate risk levels. The risks as identified may relate to engineering and design, construction and execution, HSE compliance, and other operational/ HS Lubricant Shops related factors. The Contractor shall be solely responsible for the mitigation strategy and any associated cost of resources to eliminate such risks.

10. Completion Certificate

The Contractor upon satisfactory completion and handing over the entire Works to the Company according to Scope of Work, shall apply by notice to the Company for a Final Completion Certificate, not earlier than 14 days after successful commissioning and handing over of the last completed HS Lubricant Shop. Since these Works are divided into Sections at all locations, the Contractor may similarly apply for a Completion Certificate for each Scope of Work or location.

The Company shall within 14 days after receiving the Contractors application:

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- a) Issue Final Completion Certificate to the Contractor stating the date on which the entire Works as per Scope of Work, has been completed in accordance with the Agreement;
- b) Reject the application, giving reasons and specify the work required to be done by the Contractor; or
- c) In case the application of Contractor is rejected under the above clause (b), the Contractor shall then complete the above specified work before submitting a fresh application for the issuance of Final Completion Certificate. Company shall issue the Final Completion Certificate within 14 days after receiving the fresh application, if the Company satisfies that there is no outstanding Works to be completed by the Contractor.

10.1 Record Retention and Audit

The Contractor shall maintain the complete Records of the entire Works hereunder in good order during the term of this Agreement and for a period of 03 years thereafter.

The Contractor shall permit authorized representatives of the Company to review the Records at all reasonable times during the entire term of the Agreement including any extension thereto, and for a period of 03 years thereafter for the purposes of determining the Contractor's compliance with all of the terms of the Agreement, including, but not limited to:

- a) progressive delays;
- b) The compliance of Policies; and
- c) Verifying of all Works performed

10.2 Site Clearance

The Contractor after receiving the satisfactory Completion certificate, shall be liable to promptly remove his equipment, surplus material, rubbish and any other material not required at site for the purpose of the Works any more.

If all these items have not been removed within 28 days after the issuance of the Completion Certificate, the Company may sell or otherwise dispose of any remaining items.

11. Defects Liability

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11.1 Defects Remedy and Remaining Works

The Contractor undertakes to rectify defects notified by the Company for correction. The Contractor shall promptly remedy all defects in coordination with Company Representative under consideration of operational interests. In case Contractor fails to remedy such defects within the reasonable timeframe notified by the Company, Company shall be entitled to get the same remedied at the risk and cost of the Contractor. However, the defect liability period for each milestone item shall be 12 months from issuance of final completion certificate.

11.2 Cost of defect remedy

Any rectification of defects shall be at the sole risk and cost to the Contractor.

The Company shall adjust the amount from performance guarantee or hold the amount till rectification of defects as per notified timeline given by the Company.

11.3 Failure to remedy of defects

Where the failure occurs by the Contractor to rectify the defects or damage within a due time or date notified by the Company and if the Contractor fails to remedy the defect or damage by this notified date, the remedial work shall be executed at the cost of the Contractor and the Company may (at its option):

- a) Carry out the Works itself or by others, in a reasonable manner and at the Contractor's cost, but the Contractor shall have no responsibility for this part of Works; and the Contractor will pay to the Company the costs reasonably incurred by the Company in remedying the defect or damage;
- b) Agree or determine a reasonable deduction from the amount payable to the Contractor or;
- c) If the defect or damage deprives the Company of substantially, the whole benefit of the Works or any major part of the Works, terminate the Agreement as a whole, or in respect of such major part which cannot be put to the intended use.

Without prejudice to any other rights, under the Agreement or otherwise, the Company shall then be entitled to recover all sums paid for the Works or for such part (as the case may be), including financing costs and the cost of dismantling the same, clearing any of the HS Lubricant Shops and returning equipment and materials to the Contractor.

12. Change and Change Orders

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12.1 Right to Change or Vary

Company may issue notice to the Contractor for any change required during the execution of Works or after Completion of Works.

Any such cost of variations or change as resulted due to the reasons associated with the engineering design, HSE, construction and operations related procedures and processes associated to Works shall be borne by the Contractor. All other costs associated with variations and or change as requested by the Company which are not covered under the scope of work and are purely for the reasons associated to the Company; the Company shall bear the cost and the Contractor needs to comply and incorporate the change accordingly as per definition of Works.

12.2 Value Engineering

The Contractor may, at any time during the execution of Works, submit to the Company a written proposal with sufficient justifications that (in the Contractor's opinion) will, if adopted,

- a) Accelerate completion;
- b) Minimize the operating cost in longer run;
- c) Improve the efficiency or value to the Company of the completed Works, or
- d) Otherwise be of benefit to the Company.

The proposal shall be prepared at the cost of the Contractor and shall include the items listed each as per detail in procedure to vary. All such value engineering and identification of opportunities will be part of the Lessons Learned and Risk Assessment processes.

12.3 Procedure to change or vary

If the Company requests a proposal, prior to instructing a Variation, the Contractor shall respond in writing as soon as practicable, either by giving reasons why the Contractor cannot comply (if this is the case) or by submitting:

- a) A description of the proposed design and/or work to be performed and a program for its execution,
- b) Proposal for any necessary modifications to the program and to the time for completion, and
- c) The Contractor's proposal for adjustment to the contract price.

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The Company shall, as soon as practicable after receiving such proposal respond with approval, disapproval or comments. The Contractor shall not delay any work whilst awaiting a response. Each instruction to execute a Variation, with any requirements for the recording of Costs, shall be issued by the Company to the Contractor, who shall acknowledge receipt.

Upon instructing or approving a Variation, the Company shall proceed in accordance with the same to agree or determine adjustments to the Contract Price and the Schedule of Payments. These adjustments shall include reasonable profit, and shall take account of the Contractor's submissions value engineering, if applicable.

12.4 Change Order

If the Contract Price is to be adjusted for any change in Works mutually agreed by Company with Contractor, the adjustments shall be calculated in accordance with the provisions in the Conditions of the Contract. However, the Company reserves the right to modify, change or delete one or more items from the scope of Works due to certain constraints arising during the execution of the Works. The Contractor for all reasons shall be under obligation to accept such modifications, changes, and deletions. The Company, if deems appropriate, may issue the change order.

13. Contract Price and Payments

13.1 The Contract Value or Price

- a) Payment for the Works shall be made in accordance with Works adjustments, if any, and payments clause of Call-off Contract; and
- b) The Contractor shall pay all taxes, duties and fees required to be paid by him under the Framework Agreement, and the Call-off Contract. Price shall not be adjusted or exceeded unless otherwise specifically stipulated in the Agreement.

13.2 Payment against progressive work

The Contractor shall submit the bill, along with Service Sales Tax Invoice to the Company, showing in detail the amounts to which the Contractor considers himself to be entitled, together with supporting documents which shall include the relevant report on progress in accordance with clause 'Progress Reports'.

The Invoice shall include the following items, as applicable or advised by the Company:

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- a) The estimated value of the Works executed; as per call-off Contract duly verified by the Company Representative/Engineer of that location; supported by complete documents, pictures, and any additional information as may be applicable for each completed Works;
- b) Any amounts to be deducted for changes due to Variation
- c) Any other adjustments or deductions which may have become due under the Agreement;
- d) The deduction of amounts included in previous Invoices.
- e) Any deduction of Provincial and other taxes as may be applicable.

13.3 Application for Final Payment

Within 10 days after receiving the Completion Certificate of Works, the Contractor shall submit, to the Company, a draft of final invoice with supporting documents showing in detail in a form approved by the Company:

- a) The value of all Works done in accordance with the Call-Off Contract, and
- b) Any further sums which the Contractor considers to be due to him under the Call-Off Contract.

If the Company disagrees with or cannot verify any part of the draft final invoice, the Contractor shall submit such further information as the Company may reasonably require. After review of the draft final invoice and supporting documents, the Company may require the Contractor either to substantiate his claim with the requisite evidence or to make such changes in the draft as may be agreed between the Parties. The Contractor shall then prepare and submit to the Company the final invoice as agreed.

This agreed statement is referred to in these Conditions as the “Final Invoice”.

However, if following discussions between the Parties and any changes to the draft final invoice, a portion thereof has been agreed and the remaining portion is disputed, the Company shall pay the undisputed portion of the final invoice as interim payment.

Thereafter, when the dispute is finally resolved the Contractor shall submit to the Company a revised Final Invoice on the basis of which the remaining amount shall be paid.

13.4 Discharge

The Contractor shall submit a written discharge, after submitting the Final Invoice which confirms and represents full and final settlement of all moneys due to the Contractor under or in connection with the Agreement except defect liability

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outstanding balance of this total. This discharge may state that it becomes effective when the Contractor has received the Performance Guarantee in which event discharge shall be effective on such date.

13.5 Final Payment

The Company shall pay to the Contractor the amount of revised Final Invoice, less any applicable deductions by the Company, where after the Company shall be deemed to have been discharged of all its obligation under the Agreement.

14. Termination of Agreement

14.1 Notice of Corrections

If the Contractor fails to carry out any obligation under the Agreement, the Company may by notice in writing require the Contractor to make good the failure and to remedy it within a specified reasonable time.

14.2 Termination by Company

Without prejudice to any other rights that the Company may have under the Agreement or the Laws, the Company may, at any time after the expiry of the period of Notice of Corrections, terminate the Agreement, the Works or any portion thereof by giving notice to the Contractor specifying the Works or portion thereof to be terminated and the effective date of termination.

Upon receipt of a notice, the Contractor shall discontinue the execution of Works in accordance with the notice, and shall take whatever steps are necessary or desirable to terminate the Works in a safe, cost effective and timely manner with due consideration, inter alia, to environmental impacts. The Contractor shall continue to perform all other portions of the Works not terminated, if any, in accordance with the Agreement. The Company shall reimburse to the Contractor for those costs reasonably incurred by the Contractor as a direct result of the termination of the Agreement, the Works, or any portion thereof as per agreed terms and conditions. When the Agreement is terminated under this clause, the Company shall also forfeit the Performance Guarantee submitted by the Contractor.

The Company shall be entitled to terminate the Agreement if the Contractor:

- a) Fails to comply with a Notice for Corrections served under clause 14.1;

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- b) Abandons the performance of Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Agreement;
- c) Without reasonable excuse, fails to proceed with the Works;
- d) Subcontracts the whole or part of the Works or assigns the Agreement without the prior written approval of the Company;
- e) Becomes bankrupt or insolvent, goes into liquidation, or has an administration order made against him;
- f) Compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors; or
- g) Gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward to get the Agreement;
- h) For doing or forbearing to do any action in relation to the Agreement, or
- i) For showing or forbearing to show favor or disfavor to any person in relation to the Agreement, or if any of the Contractor's Personnel or agents gives or offers to give (directly or indirectly) to any person any such inducement or reward as is described in this sub-paragraph (i). However, lawful inducements and rewards to Contractor's Personnel shall not entitle termination; or
- j) If any act is done or event occurs which (under applicable Laws of the land) has an effect similar to any of the above acts or events; or
- k) For Serious HSE Violations/Non-Compliances which is against Company's HSE Policies, Standards & Procedures.

In any of these events or circumstances, the Company may, upon giving 14 days' notice to the Contractor, terminate the Agreement and expel the Contractor from HS Lubricant Shop. Notwithstanding anything contained in this clause, the Company may by notice terminate the Agreement with immediate effect.

The Company's election to terminate the Agreement shall not prejudice any other rights of the Company, under the Agreement or otherwise.

After the termination of Agreement, the Contractor shall leave the HS Lubricant Shops and deliver any required Goods, all Contractor's Documents, and other design documents made by or for him, to the Company. However, the Contractor shall use his best efforts to comply immediately with any reasonable instructions included in the notice:

- a) For the assignment of any subcontract, and
- b) For the protection of life or property or for the safety of the Works. After termination, the Company may complete the Works and/or arrange for any other Contractor to do so. The Company and the other Contractor may then use any

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goods, Contractor's documents and other designs made by or on behalf of the Contractor.

The Company shall then give notice that the Contractor's Equipment and Temporary Works will be released to the Contractor. The Contractor shall promptly arrange their removal, at his own risk and cost. However, if by the time the Contractor has failed to make any payment due to the Company, these items may be retained and sold by the Company in order to recover such amount. Any balance of the sales proceeds shall then be paid to the Contractor and in case of deficiency, same would be recovered from the Contractor through other means including forfeiture of performance guarantee.

14.3 Value Assessment on Termination

Once the termination by the Company has taken effect, the Company shall proceed to determine the value of the Works, Goods and Contractor's Documents, and any other sums due to the Contractor for Works executed in accordance with the Agreement.

14.4 Payment after Termination

After a notice of termination has taken effect, the Company may:

- a) Withhold further payments to the Contractor until the costs of design, execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Company, have been recovered from the Contractor, and/or
- b) Recover from the Contractor any losses and damages incurred by the Company and any extra costs of completing the Works, after allowing for any sum due to the Contractor. After recovering any such losses, damages and extra costs, the Company shall pay any balance to the Contractor and in case of deficiency, same would be recovered from the Contractor.

14.5 Black Listing

If the Contractor consistently fails to provide satisfactory performance; or he is found to be indulging in corrupt or fraudulent practices; or if he fails to comply with the bid securing declaration, the Company shall blacklist him. In case the Contractor is blacklisted, his names shall be duly publicized on Company and PPRA websites.

Blacklisted Contractor shall not be eligible for future contracts.

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15. Risk and Responsibility

15.1 Contractor's care of Works

The Contractor shall remain responsible for overall care of Works, Goods and allied facilities with effect from Commencement Date until the date determined for the Works completion by the Company. If a Completion Certificate is issued (or is so deemed to be issued) for any specific Scope of Works, responsibility for the care of the Scope of Work shall then pass on to the Company.

After responsibility has accordingly been passed on to the Company, the Contractor shall take responsibility for the care of any Works which is outstanding on the date stated in a Completion Certificate, until this outstanding work is completed.

If any loss or damage occurs/happens to the Works, Goods or Contractor's Documents during the period when the Contractor is responsible for their care, from any cause not listed in this document, the Contractor shall rectify the loss or damage at the Contractor's risk and cost, so that the Works, Goods and Contractor's Documents comes in the requisite condition.

The Contractor shall be liable for any loss or damage caused by any actions performed by the Contractor after a Completion Certificate has been issued. The Contractor shall also be liable for any loss or damage which occurs after a Completion Certificate has been issued and which arose from a previous event for which the Contractor was liable.

15.2 Indemnities

The Contractor shall indemnify and hold harmless to the Company, the Company's Representatives, and the Company's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:

- a) Injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the design, execution and completion of the Works and/or remedying of any defects etc.; or
- b) Damage to or loss of any property, or personal (other than the Works), to the extent that such damage or loss:
 - I. Arises out of or in the course of or by reason of the design, execution and completion of the Works or remedying of any defects, and/or
 - II. Is not attributable to any gross negligence, willful default or breach of the Agreement by the Company, Company's Representatives, or the

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Company's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.

15.3 Company's Risks

The risks referred to as any cause due to events not attributed to the Company are:

- a) War (whether declared or not), hostilities, invasion, act of foreign enemies,
- b) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the country,
- c) Riot, commotion or disorder within the country by persons other than the Contractor's Personnel and other employees of the Contractor and its Subcontractors,
- d) Munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, within the country, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and.
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

15.4 Consequences of Company's Risks

If and to the extent that any of the Company's risks listed above results in loss or damage to the Works, Goods or Contractor's Documents, the Contractor shall promptly give notice to the Company and shall rectify this loss or damage to the extent required by the Company.

16. Insurance

1. The Contractor shall arrange insurance to cover all risks in respect of its personnel, materials and equipment during the currency of the Agreement including the third-party items/consumables. For materials/equipment belonging to the Contractor, Contractor may self-insure the same.
2. Contractor shall at all times during the currency of the Agreement provide, pay for and maintain the insurance coverage including but not limited to the General Public Liability Insurance or Comprehensive General Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and

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liabilities for damage to property. This insurance must cover all operations of Contractor required to fulfill the provisions under this Agreement;

3. Contractor's equipment used for execution of the Works hereunder shall have an insurance cover with a suitable limit (as per international and or national standards) or Contractor may self-insure its tools/ equipment.
4. Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the Works hereunder, with bodily injury limits and property damage shall be arranged by the Contractor.
5. Any expenses for the insurance set forth above shall be borne by Contractor.
6. The Contractor shall be liable to maintain life Insurance cover for its labour and workmen including damage to property or anything or occurrence of losses at HS Lubricant Shops, Contractor insurances;
 - i. Shall be effected and maintained by the Contractor as insuring Party,
 - ii. Shall be in the joint names of the Company and the Contractor,
 - iii. Shall be extended to cover liability for all loss and damages to the Company's property or assets arising out of the Contractor's performance of the Agreement, and
 - iv. May, however, exclude liability to the extent that it arises from:
 - i. The Company's right to have the Permanent Works executed on, over, under, in or through any land, and to occupy this land for the Permanent Works,
 - ii. damage which is an unavoidable result of the Contractor's obligations to execute the Works and remedy any defects, and
 - iii. A cause except to the extent that cover is available at commercially reasonable terms.

For the purposes of this clause the properties and assets of the dealer on HS Lubricant Shops shall be deemed to be properties and assets of the Company.

7. Notwithstanding any liability or obligation that may arise under this Agreement, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the Contractor can claim compensation, under any Insurance shall not be charged to or payable by the Company.

17. Force Majeure

17.1 Definition

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1. The term, “Force Majeure” means an event or circumstance:
 - a. Which is beyond the reasonable control of a Party (**“Affected Party”**),
 - b. Which the Affected Party could not reasonably have anticipated before entering into the Agreement,
 - c. Which, having arisen, Affected Party could not reasonably have avoided or overcome,
 - d. Which is not substantially attributable to the Affected Party.
2. A Force Majeure event may include, but not limited to the following events:
 - a. War, hostilities (whether declared or not),
 - b. Invasion, act of foreign enemies,
 - c. Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war,
 - d. Riot, commotion, disorder, strike or lockout by persons other than the Contractor’s personnel and other employees of the Contractor and sub-Contractors,
 - e. Ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor’s use of such munitions, explosives, radiation or radioactivity, and
 - f. Natural catastrophes such as earthquake, hurricane, typhoon, pandemic, apedamic or volcanic activity.

17.2 Notice

If the Affected party considers that a Force Majeure event has occurred which may affect performance of its obligations under this Agreement, it shall promptly notify the other Party about the nature of Force Majeure event, its approximate time and the extent of its liabilities which would most likely effect from such event.

17.3 Measures to Curb Delays

Upon the occurrence of any event of Force Majeure, the Contractor shall take necessary measures to continue to perform its obligations under the Agreement so far as reasonably practicable. The Contractor shall notify the Company of the steps it proposes to take including any reasonable alternative means for performance of its obligations which is not prevented by Force Majeure event. The Contractor shall not take any such steps unless directed so to do by the Company.

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17.4 Consequences

Due to the Force Majeure event, if the Contractor is not able to perform any of its obligations under the Agreement of which notice has been given and suffers delay and/or incurs Costs, the Contractor shall be entitled to request an extension of time for any such delay, if obligation under this Agreement is or will be delayed.

17.5 Option to Terminate

If the Force Majeure event continues, even after reasonable efforts by the Affected Party to proceed further with the performance of Agreement, beyond 180 days with effect from the date of notice by the Affected party, either party shall be entitled to serve upon the other Party thirty (30) days' notice to terminate the Agreement. If at the expiry of thirty (30) days period the Force Majeure event still continues, the Agreement shall stand terminated without any liability and the Contractor shall get the Performance Guarantee released from the Company within a period of fifteen (15) days. The Contractor shall also be paid the value of the work done after assessment by the Company for the amount of Works done.

17.6 Available Relief for a Force Majeure Event

1. Subject to 'Force Majeure' Clause of this Agreement:
 - i. No Party shall be in breach of its obligations pursuant to this Agreement except to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event;
 - ii. Affected Party shall be entitled to claim relief in relation to a Force Majeure Event with regard to its obligations;
 - iii. For avoidance of doubt, neither Party's obligation to make payments of money due nor payable prior to occurrence of Force Majeure event under this Agreement shall be suspended or excused due to the occurrence of a Force Majeure Event in respect of such Party.

17.7 Release from Performance

Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to Force Majeure) arises which makes it impossible or unlawful for either or both Parties to fulfil its or their contractual obligations or which, under the law governing the Agreement, entitles

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the Parties to be released from further performance of the Agreement, then upon notice by either Party to the other Party of such event or circumstance:

- a. The Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Agreement, and
- b. The sum payable by the Company to the Contractor shall be in accordance with the quantity of Works performed by the Contractor and acceptable to and approved by the Company.

18. Indemnity & Liability

18.1 Indemnity

1. The Contractor shall indemnify and hold harmless to the Company, the Company's Representatives, and the Company's Personnel, and their respective agents, from and against all claims, damages, losses and expenses (including legal fees and expenses) in respect of:
 - i. Any injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the design, execution and completion of the Works, performance of obligation and/or remedying of any defects etc. by the Contractor, Contractor's Personal or Contractor's Representative; or
 - ii. Damage to or loss of any property, or personal, to the extent that such damage or loss:
 - a. Arises out of or in the course of or by reason of the design, execution and completion of the Works, performance of obligation or remedying of any defects, and/or
 - b. Is not attributable to any gross negligence or willful misconduct by the Company, Company's Representatives, or the Company's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.

19. Dispute Resolution & Arbitration

19.1 Dispute Resolution

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Upon the occurrence of a dispute at any time the Parties shall attempt in good faith to settle such dispute by mutual discussions within fifteen (15) days after the date that the Disputing Party gives written notice of the Dispute to the Non-Disputing Party. During such mutual discussions the Parties shall in good faith continue to perform their respective obligations under the Agreement.

19.2 Arbitration

1. Any dispute arising out of, relating to, or in connection with this Agreement, including any question regarding its existence, validity, or termination, if not settled by the Parties under clause 19.1, the same shall be settled through arbitration under the Arbitration Act, 1940 or any other law relating to Arbitration for the time being enforce by three (3) arbitrators appointed in accordance with the said Act as the Contractor is from Pakistan. The Place of arbitration shall be Karachi Pakistan.
2. Unless otherwise agreed by the Parties, all hearing materials, statements of claim or defense, award and the reasons supporting it shall be written in English.
3. Unless otherwise directed by the Arbitrator, each Party shall bear its own cost of Arbitration.

19.3 Limitation on Liability

1. Except as expressly provided in this Agreement, neither the Contractor nor Company shall be liable or responsible to the other Party for incidental, indirect or consequential damages, connected with or resulting from performance or non-performance of this Agreement, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits (other than payments expressly required and due under this Agreement), any increased expense of, reduction in or equipment used therefore, irrespective of whether such claims are based upon breach of warranty, tort (including negligence, whether of the Company or the Contractor), strict liability, breach of statutory duty, operation of law or otherwise.
2. The Contractor shall have no recourse against any officer, director or shareholder of the Company, or any affiliate of the Company or any of its officers, directors or shareholders for such claims excluded under this Clause.

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20. Confidentiality

20.1 Confidentiality

Subject to above clause, both Contractor shall treat the Confidential Information as private and strictly confidential. The Contractor shall not publish, permit to be published, or disclose any Confidential Information in any trade or technical paper or elsewhere without the prior agreement/approval of the Company.

20.2 Confidential Details

1. The Contractor shall not be required to disclose, to the Company, any information which the Contractor described in the Tender as being confidential. The Contractor shall disclose any other information which the Company may reasonably require in order to verify the Contractor's compliance with the Agreement.
2. Neither Contractor nor its personnel, representatives, agents or any sub-contractor shall reveal to any one (other than persons designated by the Contractor for disclosing the Confidential Information) any Confidential Information obtained from the Company, Company's Representatives or Company's Personnel during the course of execution of the Works and performance of its obligations by the Contractor under this Agreement so long as and to the extent that the Confidential information has not become part of the public domain.
3. The Confidential Information shall not include the:
 - i. Information which the Contractor can show was in its possession on a non-confidential basis before receipt or acquisition of the Confidential Information from the Company;
 - ii. Information which is lawfully in the public domain at the time of the disclosure (other than as a direct or indirect result of any breach of this Agreement by the Contractor) and could be obtained by any person with no more than reasonable diligence at the time of disclosure;
 - iii. Information which, after the receipt or acquisition by the Contractor from the Company becomes part of the public domain through no act of the Contractor or of any third party under an obligation of confidence with respect to such information; or
 - iv. Information which the Contractor can show that it was developed independently by him prior to its disclosure by the Company;

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- v. Information which the Contractor can show that it was made available to it by a third party, which the third party obtained or developed independently through lawful means;
- 4. Upon completion of the Works or in the event of termination hereof pursuant to the provisions of this Agreement, Contractor shall immediately return to Company all drawings, plans, specifications and other documents supplied to the Contractor by or on behalf of Company or prepared by the Contractor solely for the purpose of the performance of Works and obligations hereunder, including all copies made thereof by the Contractor.
- 5. The Contractor may disclose the Confidential Information to the extent required:
 - i. By an order of any court of competent jurisdiction or any competent judicial, governmental, regulatory or supervisory body;
 - ii. By the rules of any listing authority, stock exchange or any regulatory or supervisory body with which the Contractor is bound to comply; or
 - iii. By the laws or regulations of any country with jurisdiction over the affairs of the Contractor.
- 6. The Contractor undertakes to the Company that it shall:
 - i. Confirm the receipt of any Confidential Information in writing without delay;
 - ii. Treat the Confidential Information as strictly confidential;
 - iii. Take all reasonable care normally exercised in business environment for safeguarding of Confidential Information. However, if the Recipient employs information security measures that provide it with better security as compared to those normally applied in similar circumstances, then the Contractor shall apply the security measures to protect the Confidential Information as normally employed by the Contractor.
 - iv. Use reasonable endeavors to maintain a list of those authorized persons who have received Confidential Information and make such list available upon request to the Company;
 - v. Make copies of the Confidential Information in such number as may be required for use by its authorized persons only.

21. General

21.1 Counterparts

This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, each of which shall be deemed an original, with the same

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effect as if the signatures on the counterparts were upon a single engrossment of this Agreement; provided, however, that this Agreement shall not be effective until all the counterparts have been executed by the Parties.

21.2 Remedies

Unless otherwise specified in this Agreement, all the remedies arising under this Agreement or at law shall be several and cumulative.

EXECUTION PAGE

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED THIS CONTRACT ON
THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN:

For & on behalf of Company

For & on behalf of Contractor

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Witness No.1

Witness No. 1

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

CNIC: _____

CNIC: _____

Witness No.1

Witness No. 2

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Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

CNIC: _____

CNIC: _____