

FRAMEWORK AGREEMENT
OPERATIONS & MAINTENANCE (O&M) SERVICES OF RENEWABLE SOLUTION - TERMINALS
& SMALL FACILITIES

FRAMEWORK AGREEMENT

**TURNKEY OPERATIONS & MAINTENANCE (O&M) SERVICES OF
RENEWABLE SOLUTION - TERMINALS & SMALL FACILITIES**

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

By & Between

PSO Renewable Energy Private Limited, a private limited company incorporated and functioning under the laws of Pakistan and having registered office at PSO House, Khyaban-e-Iqbal, Clifton, Karachi-75600, Pakistan (hereinafter referred to as “**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**”)

RECITALS

WHEREAS:

- a) The Company is a wholly owned subsidiary of Pakistan State Oil Company Limited (**PSO**), which has been established to undertake renewable projects of PSO as well as clients other than PSO while complying all applicable rules and regulations.;
- b) The Company called pre-qualification via _____, dated _____ in the newspapers daily ____ and on SAP Ariba for Turnkey Operations & Maintenance (O&M) Services of Renewable Solution - Terminals & Small Facilities;
- c) The following documents shall be deemed to form and be read and construed as part of this Framework Agreement and, where indicated, to any Call-off Contract awarded under this Framework Agreement:
 - i. Call-off Contract together with Annexures;
 - ii. Scope of Services
 - iii. Confidentiality Undertaking

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- iv. Pre-qualification Criteria
 - v. Technical Compliance Sheet;
 - vi. Undertaking – Ethical Compliance
 - vii. Integrity Pact
- d) For avoidance of any doubt, all the above-mentioned documents including the Framework Agreement shall jointly constitute the entire contract and shall be read collectively as “Framework Agreement” wherever used in the documents.
- e) The Contractor participated in the pre-qualification and after evaluation the Contractor has been pre-qualified according to the Pre-Qualification Criteria;
- f) The Contractor has represented and warranted in the pre-qualification documents that it has the requisite expertise and resources to perform the Agreement;
- g) This Framework Agreement sets forth the terms and conditions governing the Turnkey Operations & Maintenance services of Renewable Solution, as further detailed in the relevant clauses of this Agreement. These services shall be provided to Company during the Term of the Agreement as defined under Article 2 of the Agreement, on as and when the Company decides to procure them through a Call-off Contract.
- h) In witness whereof, the Parties to this Framework Agreement have caused this Framework Agreement to be executed in accordance with the laws of Pakistan on the day, month and year first above written.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Framework Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follow:

1. Definition & Interpretation

1.1 Definition

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

- a. **Additional Services** means all other jobs not defined in the Scope of Services and Related Services.
- 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 Site, Services or any part thereof.
- c. **Call-off Contract** means a contract awarded under this Framework Agreement, through a Secondary Procurement process, for Services, and any Related Services.
- d. **Change** means any change in, addition to, or deletion from the Company's Requirements, and the Milestones, or the Term;
- e. **Confidential Information** means (i) all written, visual or electronic information relating to the Company's business, projects, operations, activities or affairs in connection with the Services 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 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 Party's business or the Services) that is expressly identified as confidential, which is disclosed or made available by the disclosing party or any of its authorized representatives to the recipient or any of its authorized representatives, and (ii) the existence and contents of this Framework Agreement.
- f. **Commencement Date** means the date notified by the Company to start the Services unless otherwise defined in the Call-off Contract.
- g. **Company's Representative** means the person appointed by the Company from time to time who acts on behalf of the Company.
- 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.

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- i. **Contractor's Personnel** means the Contractor's staff, other than the Contractor's Representative and all personnel to whom the Contractor utilizes on Site including the staff, labour and other employees of the Contractor and any other personnel of the Contractor assisting him in the execution of the Services.
- j. **Contract Price** means the price payable to the Contractor as specified in the Call-off Contract, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Call-off Contract.
- k. **Day** means a Georgian calendar day and "year" means 365 days.
- l. **Delivery Point** means point or points at which power supplied into the Grid System.
- m. **Disco** means an electricity distribution company incorporated under the laws of Pakistan;
- n. **HSE Plan** means the Head Safety and Environmental Plan as specified in the Scope of Services
- o. **In Writing** means communicated or recorded in written form. It includes, for 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 / Laws and Regulations** mean all applicable laws of Islamic Republic of Pakistan, including but not limited to policies, rules and regulations promulgated under the laws of Islamic Republic of Pakistan.
- r. **O&M Plan** means the operation and maintenance plan prepared by the Contractor and approved by the Employer, detailing the maintenance philosophy, preventive and corrective maintenance schedules, manpower deployment, spare parts strategy, health and safety procedures, cleaning methodology, reporting requirements, escalation matrix, and performance monitoring approach for the Plant.
- s. **Milestones** means the milestones for the performance of Services as identified and agreed by the Parties in the O&M Plan or finalized before the Commencement Date.

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- t. **Availability** means the percentage of time the Plant or relevant equipment is capable of delivering power, calculated in accordance with the Call-Off Agreement.
- u. **Corrective Maintenance** means maintenance activities carried out to restore faulty or failed equipment to operational condition.
- v. **Good Industry Practice** means the degree of skill, diligence, prudence, and foresight expected from a competent solar O&M Contractor.
- w. **Key Performance Indicators (KPIs)** means the performance metrics specified in a Call-Off Agreement, including PR, Availability, and response times.
- x. **Monitoring Platform** means the SCADA system or monitoring software used for real-time and historical performance tracking of the Plant.
- y. **Performance Ratio (PR)** means the ratio of actual energy output to theoretical energy output under standard conditions, calculated in accordance with IEC standards or the Call-Off Agreement.
- z. **Preventive Maintenance** means scheduled maintenance activities intended to prevent equipment failure and ensure optimal performance.
- aa. **Spare Parts** means components, consumables, and materials required for maintenance and repair of the Plant.
- bb. **Subcontractor** means any third party engaged by the Service Provider to perform part of the Services.
- cc. **Notice of Corrections** means the notice issued by the Company to the Contractor under Clause 14.1
- dd. **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 Framework Agreement.
- ee. **Renewable Solution/ Power Plant** means solar, wind, hybrid and any other form of renewable source producing electrical power. The components of power plant may include but not limited to inverters, cables, electrical equipment, distribution panels, pipelines, structures, electrical room, battery storage, machinery and vehicles intended to form or forming the Power Plant.
- ff. **Scope of Services** means the scope of services as laid down in Call-off Contract.

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- gg. **Secondary Procurement** means the process to select a Contractor and award a Call-off Contract under this Framework Agreement.
- hh. **Site** means the places where the Power Plant is established and / or where services are to be delivered by the Contractor as specified by the Company, and any other places as may be specified in the Call-off Contract as forming part of the Site; and
- ii. **Site Conditions** means all physical, environmental, geological, geotechnical, climatic, meteorological, topographical, access, logistical, infrastructural, regulatory, health, safety, and security conditions existing at, above, below, or in the vicinity of the Site, whether apparent or latent, including soil and subsurface conditions, groundwater, utilities, existing facilities, access constraints, wind and solar resource characteristics, seismic and weather conditions, and applicable statutory or permitting requirements, which may affect the operation and maintenance, and which a prudent and experienced contractor could reasonably ascertain prior to the commencement of Services.
- jj. **Standards & Procedures** means the Company's HSE documents including but not limited to permit to work, job hazard analysis and other standard compliance requirements.
- kk. **Tender/ Tender Document** means as defined in the Call-off Contract
- ll. **Term** means the duration of this Agreement as specified under Section 2.
- mm. **Services** means as specified in Scope of Services.

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 Framework 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 Framework Agreement.
3. If there is a conflict in the provisions of Framework Agreement and the Change Order, the order of precedence of documents, from highest to lowest, shall be:
 - a) Change Directives/Order;

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- b) the Framework Agreement
4. If there is any conflict between the provisions of Framework Agreement and the Call-Off Contract, the order of precedence of documents, from highest to the lowest, shall be:
- a) the provisions of Call-Off Contract;
 - b) the Framework Agreement.
5. Subject to above provisions in case of ambiguities or discrepancies within this Agreement, the following shall apply:
- i. between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
 - ii. between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;
 - iii. between any two Schedules, the Schedule relevant to the issue shall prevail;
 - iv. between any value written in numerals and that in words, the latter shall prevail.
6. The following shall, in all instances, apply:
- a) In this Framework Agreement provision is made for a communication to be “written “or “In Writing”, therefore, all consents, approvals, certificates, notices, requests 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 Framework Agreement 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 be described in the Scope of Services.

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- b) The Company's Requirements shall specify the requirements of the HSE Plan and HSE Procedures as defined under section 5.7 of the Agreement and identify the Party, or parties, responsible for the development and implementation of the HSE 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 Services

- a) The Scope of Services described in the Framework Agreement also includes but not limited to correction of defects and deficiencies by the Contractor in accordance with the Framework Agreement.
- b) By the date or dates specified in the Company's Requirements, the Contractor shall prepare and submit a detailed O&M Plan for the performance of all or any part of the Services required under the Framework Agreement.
- c) While performing the O&M Services, the Contractor shall comply with, the Laws, including, without limitation, applicable technical standards, environmental regulations and other standards specified by the regulatory Authorities.
- d) References in the Framework Agreement to applicable codes, standards or regulations shall be understood to be references to the edition applicable on the date of the Framework Agreement, unless stated otherwise. If substantially changed or new applicable codes, standards or regulations come into force after the date of the Framework 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 Framework Agreement under Company's Requirements and the new codes and standards shall automatically apply on the Framework Agreement.
- e) The Contractor accepts, the obligation to perform the Services at the Site in the condition existing at the Commencement Date of the Call-off Contract and shall continue to perform its obligation. However, the Contractor shall visit the Site in advance to keep him/her self-abreast with the prevailing Site Conditions and highlight the requirement of modification in the Scope of Services, where applicable. The Contractor further acknowledges that it has investigated and satisfied itself as to:
 - i. The nature of the Services;
 - ii. The location of and all Site conditions, 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

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- subsurface or other physical conditions, unless disclosed by the Company;
- iii. All environmental risks, conditions, Laws and restrictions applicable to the Contractor or the Services that may affect the Services; and
- iv. The magnitude of the Services.
- f) The Contractor accepts the obligation to perform the Services under this Framework 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 Services; and
- ii. All conditions affecting labor including, without limitation, availability, productivity and administrative practices, including those relating to HSE, prevailing at or applicable to the Services.
- g) Any failure by the Contractor to discover matters which affect, or could affect, the Services shall not relieve the Contractor from its obligations under the Framework Agreement or otherwise affect the Time for Completion or Contract Price.
- h) The Company reserves the right to award separate contracts (other than this Service) to other contractors for work to be performed at the Site and to perform work with its own workforces at the Site. In such event, the Contractor shall co-ordinate and schedule the Services with the work of the other contractors and the Company's own workforces, and the Contractor shall share access to and use of the Site to accommodate the work of other contractors.
- i) The Contractor shall co-operate fully with the Company, other contractors and all other parties who have been performing their respective Services at the Site. The Contractor shall supervise its employees and sub-contractors and inspect their work to ensure that the Services conforms in each and every respect to the Company's Requirements and in accordance with scope and specifications to produce best quality workmanship.
- j) Approval of the Services, acceptance of any part of the Services, or payment to the Contractor shall not relieve the Contractor from its responsibilities under the Contract, whether pursuant to any of the warranties or guarantees expressed or implied herein, or otherwise.

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- k) The Contractor shall have sole responsibility for the O&M Services in accordance with the Framework Agreement. No approval, consent, review, comment, or inspection by the Company or its representatives shall relieve or diminish the Contractor's obligations or liabilities under the Framework Agreement, nor shall the Contractor be entitled to rely upon any such approval, consent, review, comment, or inspection as a defense against its responsibility for the Services.
- l) As required by Company's Requirements, the Contractor shall provide the Company with written reports detailing the status of the Services and all issues relating to the Services, promptly upon the request of the as specified in the Call-off Contract, and shall attend meetings as required by the Framework Agreement, or as otherwise requested by the Company's Representative.

1.5 Law and Language

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

The Framework Agreement as well as all correspondence and documents relating to the Framework Agreement exchanged between the Parties 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 Framework Agreement interpretation.

1.6 Confidentiality and Confidential Information

Parties shall treat the details of the Framework Agreement and other documents exchanged pursuant to this Framework Agreement as private and confidential.

The Contractor shall not publish, permit to be published, or disclose any particulars of the Services including the contract award, completion in any trade or technical paper or elsewhere without the prior agreement/approval of the Company.

The Contractor shall not be required to disclose, to the Company, any information which the Contractor described in the Tender Document 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 Framework Agreement.

Neither Company nor Contractor or their personnel, representatives, agents or any Contractor shall reveal to any one (other than persons designated by the Party disclosing the information) any information designated in writing as "Confidential Information" and obtained from the disclosing party during the course of provision

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of the Services 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 demonstrate with evidence was in its possession on a nonconfidential basis before receipt or acquisition of the information from the Company;
- b. 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 contract) and could be obtained by any person with no more than reasonable diligence at the time of 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 demonstrate was independently developed by the Contractor 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 Services or in the event of termination hereof pursuant to the provisions of Contract, 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 Services, including all copies made thereof by the Contractor.

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

- 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.

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- 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.

1.7 Compliances

The Contractor shall, in performing the Framework Agreement and Call-off Contract, comply with applicable Laws and Regulations, Company's HSE Policies, Standards & Procedures obtain the required licenses from the relevant authorities in Pakistan.

- a) The Contractor shall have obtained or shall obtain the planning, work permission for the Services, 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 provision of Services 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 Effective Date and, unless terminated earlier in accordance with the provisions of this Framework Agreement, or the general law, shall continue until the end of the Term specified in the Framework Agreement.
- 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 ("**Term**").
- c) The Company may on need basis pre-qualify new contractors during the currency of this Framework Agreement with previously pre-qualified contractors.

3. Company Right & Obligation

3.1 Right of Access to the Site

Company shall give the Contractor right of access, and possession of all parts of the Site within the time (or times) stated in the conditions of Call-off Contract. The right and possession may not be exclusive to the Contractor, if, under the Call-off Contract, the Company is required to give (to the Contractor) possession of the job site in the time and manner stated in the Article 1.3 Company's Requirements. However, the Company may withhold any such right or possession until the Performance Guarantee has been received according to the specified amounts from the Contractor.

If the Contractor suffers delay due to the reason(s) associated to the Company to give any such right or possession within specified time, the Contractor shall give notice to the Company and shall only be entitled to an extension of time for any such delay, if completion is or will be delayed, beyond Scheduled Functional Completion Date.

However, if and to the extent that the Company's delays was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time.

3.2 Approvals and Permits

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

- a) By obtaining copies of the Laws of the Country which are relevant to the Contract but are not readily available, and
- b) For the Contractor's applications for any permits, licenses or approvals required under the Laws of the Country:
- c) For the export of Contractor's Equipment when it is removed from the Site after completion of Works.

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

3.3 Company's Personnel

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The Company shall be responsible for ensuring that the Company's Personnel and the other contractors deployed by the Company on the Site 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 Site.

3.4 Company's Claims

If the Company considers that it is entitled to any payment under any Clause of these conditions or otherwise in connection with the Framework Agreement, then notice will be issued to the Contractor to the same effect. The notice shall also be required for payments dues in respect of utilities requested by the Contractor like, water, electricity, gas etc., if not paid by the Contractor in due time.

The notice shall be given as soon as practicable after the Company becomes aware of the event or circumstances giving rise to the claim.

The particulars shall specify the Clause or other basis of the claim, and shall include substantiation of the amount to which the Company considers itself to be entitled in connection with the Framework Agreement. The Company shall then proceed to agree or determine the amount (if any) which the Company is entitled to be paid by the Contractor

The Company may deduct this amount from any moneys due, or to become due, to the Contractor. The Company shall also be entitled to set off against or make any deduction from an amount due to the Contractor under this Agreement or any other arrangement with the Contractor.

4. Time For Completion

The Contractor under his obligations will ensure;

- I. The commencement of Services on the Commencement Date and shall perform the Services as per the plan approved by the Company as specified under the Call-off Contract.
- II. Unless otherwise provided for in this Framework Agreement, perform the Services in accordance with the O&M Plan.

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If the Contractor fails to meet its obligations, as set out in this Framework Agreement, in a timely manner, then the provisions of Section 14 shall be applicable.

5. Obligation of the Contractor

5.1 General Obligations

- i. The Contractor shall offer to provide (standing offer) to the Company, the Services, as described in the Framework Agreement, for the Term of this Framework Agreement, in accordance with the terms and conditions stipulated in this Framework Agreement.
- ii. The Contractor undertakes to provide the O&M Services under a Call-off Contract complying with the requirements stipulated in 'Scope of Services' document. The Services provided 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.
- iii. 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 of the Call-off Contract the latest versions of the available solutions having equal or better performance or functionality at no additional cost to the Company.
- iv. The Contractor agrees that the terms and conditions stipulated in Framework agreement, Scope of Services and Technical Specification and Warranties document, shall apply to the provision of O&M Services.
- v. As part of the O&M Plan, the Contractor shall provide the Baseline Schedule along with a preliminary schedule that would be provided with the bid document and will be reviewed with the Company.
- vi. The Contractor shall provide the Services at Site as per the schedule shared in the O&M Plan at the start of the Contract tenure as stipulated in Call-off Contract and Scope of Services.
- vii. The Contractor shall provide the Services specified in the Scope of Services document in accordance with the Call-off Contract.

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- viii. The Contractor shall provide all equipment, tools necessary to provide the Services specified in the Call-off Contract and Scope of Services, including all Contractor's Personnel, goods, consumables, utilities and other services, whether of a temporary or permanent nature.
- ix. The Contractor shall be responsible for the adequacy, stability and safety of all Site operations, of all methods of construction and of all the Services.
- x. The Contractor is expected to identify areas of opportunities that may result in cost and time savings without compromising on quality and safety of Services.
- xi. The Contractor shall execute an Integrity Pact with the Company in the prescribed format.
- xii. The Contractor shall comply with all applicable Laws and Regulations and obtain applicable consents, clearances and permits (including renewals as required) in the performance of its obligations under this Framework Agreement and maintaining all applicable permits in full force and effect during the entire Term of this Framework Agreement;
- xiii. The Contractor warrants that it will comply with all the warranty conditions of the Original Equipment Manufacturer ("OEM") from the date of acceptance of the equipment by the Contractor, conform to the specifications and shall maintain the Power Plant as per the recommendations of the OEM.
- xiv. The Contractor shall not cause any damages to the property of the Company during the tenure of the Contract. In the event of any damage caused to property of the Company due to negligence or misconduct of the Contractor, the same shall be rectified by the Contractor at its own cost and expenses. The Contractor confirms that, in the event of the above; The Company shall have the right to withhold the payment of the Contractor until the defect is rectified.
- xv. The Contractor shall discharge its obligations in accordance with best industry practices, international standards, Company requirements and as a reasonable and prudent person.
- xvi. The Contractor shall make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it in connection with the performance of its obligations under this Framework Agreement;

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- xvii. The Contractor shall ensure and procure that the Contractor comply with all applicable permits and applicable laws in the performance by them of any of the Contractor's obligations under this Framework Agreement and shall not do or omit to do any act, deed or thing which may in any manner be violation of any of the provisions of this Framework Agreement.

5.2 Continued Qualification and Eligibility

- i. 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/diplomatic relations). A supplier or subcontractor, shall be deemed to have the nationality of a country if the supplier is constituted, incorporated or registered in, and operates in conformity with, the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be.
- ii. All Services to be performed 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/diplomatic 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 manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- iii. 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 Public Procurement Regulatory Framework. 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 Public Procurement Regulatory Authority.
- iv. The Company may require, during the Term of the Framework Agreement, evidence of the Contractor's continued qualification and eligibility, and the goods continued eligibility. Failure to provide such evidence, as requested, 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.

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- v. During the Term of the Framework Agreement, the Contractor shall continue to be eligible and qualified, and the Power Plant shall continue to be eligible, as per the qualification and eligibility criteria stipulated in the Pre-qualification process and the provisions of sub-paragraphs below.
- vi. The Contractor shall notify the Company immediately, in writing, if it ceases to be qualified and/or ceases to be eligible, or the Services cease to be eligible.

5.3 Not Used

5.4 Performance Guarantee

- i. The Contractor shall submit, within 10 days of the receipt of LOI from the Company a Performance Guarantee amounting to 10% of the contract amount, to the Company, in the shape of bank guarantee from any Pakistani/ branch of foreign bank in Pakistan preferably having long term credit ranking AA, from JCR (VIS)/ PACRA or equivalent from international reputable credit rating agency for the Term of the Contract.
- ii. The Contractor shall submit the Performance Guarantee as per the format attached with the bid document.
- iii. The Performance Guarantee shall be denominated in the currency of the Contract in Pakistani Rupee issued by any bank acceptable to the Company.
- iv. The Company shall be entitled to encash the Performance Guarantee upon Contractor's failure to fulfill its obligations under the Contract.
- v. Failure of the Contractor to comply with the requirements of performance of the Contract on agreed terms shall constitute sufficient grounds for termination of the Contract and forfeiture of the Performance Guarantee.
- vi. The Performance Guarantee(s) shall be released after discharging all the contract obligations by the Contractor.
- vii. The Contractor shall ensure the that Performance Guarantee is valid and enforceable until the anticipated date of expiry of the Contract plus twenty-eight (28) days.
- viii. Upon Contractor's failure to furnish Performance Guarantee, as either agreed by the Contractor or determined and communicated in the LOI/notification

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by the Company, within 10 days, the Company may provide a further provisional time of maximum 07 days upon Contractor's request with reasonable justification for the said delay. However, if the Contractor fails to furnish the Performance Guarantee to the Company, the Company shall send a final notice to the Contractor to furnish the Performance Guarantee within a period of further 07 days, and even then if the Contractor fails to furnish the Performance Guarantee.

- ix. In case the Contractor do not submit the Performance Guarantee within above stipulated time, the Company shall be entitled to withdraw the LOI, forfeit the Bid Security (as specified in the Call-off Contract) and may, *inter alia*, consider the proposal of the second most advantageous bidder, if any, unless:
- a. The prices of the other (i.e. second most advantageous) Bidder are abnormally deviating from the allocated budget or market prices (analyzed by the Company) as per the practices of that particular business or trade, and the Company after making an analysis of combination of all related aspects, is of the view that the object of procurement may not bring value for money;
 - b. There are some indications of collusive practices between the most advantageous (or the lowest evaluated) bidder and other bidder(s).
 - c. There are some other irregularities in the procurement process leading towards mis-procurement.

provided the non-submission is on account of any reasons beyond the control of the Contractor and the provisions available in Force Majeure clause.

- x. In case of failure / non-compliance of the Framework Agreement, Call-Off contract or any defect in the Services which is not mended by the Contractor as per Company Requirements, the Company shall have the right to encash and forfeit the Performance Guarantee without any notice to the Contractor.
- xi. If the Performance Guarantee is encashed, the Contractor shall replenish the same within a period of seven (7) days from the date of encashment. Failure of the Contractor to replenish the Performance Guarantee will disqualify him for the award of any further call-off contract under this Framework Agreement.

5.5 Validity of Performance Guarantee

- i. The Contractor shall ensure that the Performance Guarantee is valid and enforceable until the Contractor has completed the Services, remedied any defects and discharged all its obligations according to Call-off Contract, starting from operation date of the plant. If the Contractor fails to obtain, for any reason whatsoever, the Completion Certificate from the Company, 30 days prior to the expiry date of Performance Guarantee, the Contractor shall extend the validity of the Performance Guarantee until the Services have been completed and any defects have been remedied and all contract obligations have been discharged. In such case, if the Contractor fails to extend the Performance Guarantee(s) at least 10 days prior to its expiry, Company shall be entitled to encash the Performance Guarantee(s) so expiring without any prior recourse or notice to the Contractor. However, the Company shall refund the entire encashed amount to the Contractor, after adjustments where applicable, once the Services have been completed in terms of the Contract
- ii. The Performance Guarantee(s) shall be released after discharging all the contract obligations by the Contractor.

5.6 Site Data

- i. The Company while inviting bids (mini competition) may provide available data to the Contractor for information, including, site plans and other relevant data as may be available with the Company.
- ii. In case the Company on-boarded owner's engineers consulting firm, then the Contractor will be invited to bid for the provided bill of quantities.
- iii. The Contractor shall be responsible for verifying and interpreting all such data. The Company shall have no responsibility for the accuracy, sufficiency or completeness of such data. Any other data required for engineering and subsequent provision of the Services to be carried out by the Contractor.

5.7 HSE Procedures

The Contractor shall be responsible to adhere 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 gasoline station;

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- b) Take care for the safety of all persons entitled to be on the site;
- c) Ensure providing Personal Protective Equipment (PPEs) in accordance with the Services requirement;
- d) Use reasonable efforts to keep the site clear of unnecessary obstruction so as to avoid danger to these persons;
- e) To take measures to safeguard the area with fencing, lighting, guarding and watching of the Services until completion and taking over by the Company; and

5.8 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 activities under this order. Contractor shall also comply with Company's standing instructions in respect of security/safety/of Company 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 suit by such person.
- b) The Contractor shall be fully responsible for any accident fatal or otherwise caused while providing the Services to himself, his staff, 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.

5.9 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 Services shall be in accordance with the details stated in the Contract. The Company shall be entitled to audit any aspect of the Services.

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The documents consisting all procedures and compliances shall be submitted to the Company for information before Services are 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 Contract.

5.10 Sufficiency of Contract Value

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

Unless otherwise stated in the Call-off Contract, the Contract Price covers all the Contractor's obligations under the Call-off Contract (including those under Provisional Sums, if any) and all things necessary for the proper provision of the Services and remedying of any defects.

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 Services by or on behalf of the Contractor or any unnecessary or improper interference.

The Contractor shall also avoid all times during the execution of Contract 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 Access to Site

The Contractor shall ensure suitability and availability of access routes to the Site. The Contractor shall use reasonable efforts to prevent any structure of Company at site from being damaged by the Contractor's traffic or by the Contractor's Personnel.

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These efforts shall include the proper use of appropriate vehicles and routes. Except as otherwise stated in these Conditions:

- a) the Contractor shall (as between the Parties) be responsible for any maintenance which may be required for his use of access routes;
- b) the Contractor shall provide all necessary safety signs or directions along access routes, and shall obtain any permission from Company and externally from the relevant Authorities for their use of routes, signs and directions;
- c) the Company shall not be responsible for any claims which may arise from the use or otherwise of any access route,
- d) the Company does not guarantee the suitability or availability of particular access routes, and
- e) Costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne by the Contractor.

5.13 Contractor's Equipment

The Contractor shall be responsible for their equipment for the purpose of O&M Services at the Power Plant. When brought on to the Site, Contractor's Equipment shall be deemed to be exclusively intended for the provision of the Services and the Company reserves the right to inspect the equipment for the relevant compliances including but not limited to certifications and licenses.

5.14 Environment Protection

- i. The Contractor shall take all reasonable measures during execution of Contract and carrying various activities at Site to protect the environment (both on and off the Site) and to avoid damage and nuisance to people and property resulting from pollution, noise and other results of their operations.
- ii. The Contractor shall ensure that emissions, surface discharges and effluent from the Contractor's activities shall not exceed the values prescribed by applicable National Environmental Quality Standards (NEQS).

5.15 Electricity and Water

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- i. The Contractor shall, arrange all utilities including power and water, and all such costs shall be taken in the bid price. Company may facilitate and allow to use for the purposes of the Services, such supplies of electricity and water and other utilities as may be available on the Site and Contractor will be charged at source for such utilities through its sub-meters and will be deducted from successive bills of the Contractor.
- ii. The provision to provide such utilities on Site and free of cost, will solely be as per discretion of the Company.
- iii. The Contractor shall, at his risk and cost, provide any apparatus necessary for his use of these utilities and for measuring the quantities consumed.
- iv. The quantities consumed and the amounts due (at these prices) for such utilities shall be agreed or determined by the Company and the Contractor shall pay these amounts to the Company.

5.16 Reports

The Contractor shall prepare and share daily and monthly performance reports and submit to the Company in multiple copies required by the Company for distribution. These reports must be computer generated applications. In addition, the Contractor shall also submit the Preventive and Corrective Maintenance reports of all such activities.

The Contractor and Company representatives shall hold joint meetings on regular intervals to assess these reports.

The details of the reports are more elaborately specified in the Scope of Services.

5.17 Clearance of Site

The Contractor during performing the Services, shall maintain cleanliness and shall from time to time and remove all surplus materials and rubbish. On completion of the Services the Contractor shall remove all Contractor's Equipment and leave the whole of the Site clean and in a workman like condition, to the satisfaction of the Company's representative.

6. General Scope of Services

The Services under the Framework Agreement shall comply with the below standards in general, whereas the detailed specifications shall be further stipulated in the Scope of Services and Call-off Contract.

6.1 General Obligation

The Contractor shall submit to the Company a detailed O&M Plan before commencement of the Services and it shall be in full compliance of the 'Scope of Services' which is an integral part of this Framework Agreement.

The Services will be started once the submitted documents are finalized by both the Parties.

The Company shall not be responsible for any error, inaccuracy or omission of any kind in the Company's Requirements as originally included in the Contract and shall not be deemed to have given any representation of accuracy or completeness of any data or information, except as stated below.

Any data or information received by the Contractor, from the Company or otherwise, shall not relieve the Contractor from his responsibility for the provision of the Services.

6.2 Contractor's Undertaking

The Contractor undertakes that the Services will be in accordance with:

- a) The Laws in the Country, and applicable codes and standards;
- b) The documents forming the Contract, as altered or modified by Variations provided such alteration, modification or Variations have been agreed by the Company.

6.3 Technical Standards and Regulations

The complete Services including the documents shall fully comply with the Country's Laws and technical standards for the Operations & Maintenance of the Power Plant. The Contractor shall comply with all relevant and applicable IEC

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Standards and OEM recommendations for the Operations & Maintenance of the Power Plant.

6.4 O&M Services

The Contractor shall be responsible for the provision of O&M Services at the Power Plant. The Services shall be delivered under the supervision of the Contractor's qualified and licensed professional engineers along with the other technical staff, both licensed by Pakistan Engineering Council (PEC) in relevant category, as stipulated in Evaluation Criteria, in all respects according to the following;

- i. All O&M plans, reports or documents of a professional nature shall be signed by and stamped or sealed with the stamp or seal of:
 - a) The professional member or licensee who prepared them or under whose supervision and control they were prepared; or
 - b) The professional member or licensee who thoroughly reviewed and accepted professional responsibility for them.
- ii. The professional members shall be available to meet with the Company's Representative at all reasonable times during the tenure of the Contract
- iii. The Company shall have the right of inspection, review and approval of the maintenance activities and reports at all reasonable times. Non inspection, or failure to inspect or approval, by the Company shall not relieve the Contractor of the Contractor's obligations under the Contract.
- iv. The Contractor to coordinate with the Company and carryout a complete HAZOP analysis before the commencement of the activities to identify and eliminate all possible Operations and HSE related hazards of Power Plant.

6.5 Training

The Contractor shall carry out the training of Company's Personnel in the operation and maintenance to the extent specified in the Company's Requirements or as per instructions of the Company to the Contractor besides the terms of Contract. If the Contract specifies training which is to be carried out before taking-over, the Services shall not be considered to be completed for the purposes of taking-over until the requisite training is provided by the Contractor. The Contractor shall provide the said trainings for the Company's Personnel without any additional cost.

6.6 O&M Spare Parts

The Contractor shall commit to maintaining, at all times during the term of the O&M Services, a defined inventory of critical and consumable spare parts readily available for the Company for the purpose of corrective and preventive maintenance and repair of the Facility. The detailed list of such spare parts, including quantities and specifications, shall be submitted to the Company for review and approval prior to the commencement of the O&M Services.

The cost of procuring, holding, replenishing, and managing the said spare parts inventory shall be deemed to be included in the O&M Services Fees, and no additional payment shall be due from the Company in respect thereof, except where expressly agreed otherwise.

7. The Contractor's Labor and Staff

7.1 Engagement

1. The Contractor shall make arrangements for the engagement of Contractor's Representatives and Contractor's Personnel/labor, 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 Computerized National Identification Card (CNIC)/ Passports (for foreign nationals) and security clearances from concerned local authorities in view of protection of Company's location.
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.

7.2 Labor Law

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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 Services. Notwithstanding anything contained in this Framework 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/indemnified from all the matters relating to the Contractor's Representatives and Contractor's Personnel.
2. The Contractor shall 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 Site after the working hours.
3. The Contractor shall require his employees to obey all applicable Laws, including those concerning safety and security at Site.

7.3 Working Hours

1. No work shall be carried out on the Site without prior permission of the Company's Representatives. The Contractor will furnish weekly schedule and hours of work and shall strictly comply with it. The Company shall not be responsible for any activity carried out at the Site by the Contractor, Contractor's Representatives and Contractor's Personnel without permission or beyond schedule or in absence of Company's Representatives at Site.
2. The Contractor shall take measures such as safety and security of his work place. In a situation, when the work is unavoidable, or necessary for the protection of life or property, in such case the Contractor shall immediately advise the Company the difficulties aroused in a particular situation and seek guidance.

7.4 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.

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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 Services and or Company Site.

7.5 Health, Safety and Security

The Contractor shall at all times take all reasonable precautions to maintain the health, safety and security of the Contractor's Personnel on site. The Contractor shall also adhere with HSE policies and procedures of the Company. The Contractor to ensure providing security of their staff at site 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 any incident at Site. The Contractor shall ensure that the medical assistance is available, where necessary, at all times at the Site. The Contractor shall also make appropriate arrangements for all necessary welfare and hygiene requirements and for the prevention of epidemic.

7.6 Contractor's Superintendence

1. The Contractor shall provide all necessary superintendence to plan, arrange, direct, and manage the Services.
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 provision of Services.

7.7 Contractor's Personnel

1. The Contractor's Personnel shall be appropriately trained, competent, qualified, skilled and experienced in the assignments under this Contract. The Company may require the Contractor to remove (or cause to be removed) any person employed on the Site, 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,

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- iii. Fails to conform with any provisions of the contract, or
 - iv. Persists in any conduct which is prejudicial to safety, health, or the protection of the 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 Services.

7.8 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 Site.

8. Representation & Warranties

8.1 Representation & Warranties of the Contractor

The Contractor hereby warrants and represents to the Company that:

1. it is duly organized, validly existing and is in good standing under the laws of Pakistan;
2. it has full power and authority to execute, deliver and perform its obligations under this Contract and to carry out the transactions contemplated herein;
3. it has taken all necessary corporate and other actions under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Framework Agreement together with Call-Off Contracts which may be awarded from time to time;
4. it has the financial standing and capacity to undertake the Power Plant;
5. this Contract constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
6. the execution, delivery and performance of this Contract 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;

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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 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 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 Framework Agreement, the Contractor acknowledges that prior to the execution of this Framework Agreement and Call-off Contract, the Contractor has after a complete and careful examination, made an independent evaluation of the Power Plant, 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 the scope of 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 Framework Agreement.

8.2 Representation & Warranties of the Company

1. The Company represents and warrants to the Contractor that:

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

8.3 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 Party shall promptly notify to the other of the same together with its likely effect on the performance of this Framework Agreement.

9. Material and Workmanship

9.1 QA / QC Plan

The Contractor shall carry out the Operations & maintenance of the Renewable Solution, according to the details as specified in the Scope of Services and produce best quality of workmanship by all means to the entire satisfaction of the Company, and shall carry out the Services using quality control and quality assurance tools and submit a complete Quality Control & Quality Assurance plans to the Company:

- a) In the manner (if any) specified in the Call-off Contract,
- b) In a proper and careful manner, in accordance with recognized good practices,
- c) With properly equipped facilities and non-hazardous materials, except as otherwise specified in the Call-off Contract.
- d) Using various QA/QC techniques to ensure delivery of quality Services as per defined standards and specifications.

9.2 Remedial Work

The Company may instruct the Contractor to:

- a) Remove from the Site and replace any service or materials which is not in accordance with the Framework Agreement/Call-off contract,

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- b) Remove and re-execute any other work which is not in accordance with the Framework Agreement/Call-off contract, and

Execute any work which is urgently required for the safety, whether because of an accident, unforeseeable event or otherwise.

10. Commencement, Delays and Suspension of Work

10.1 Commencement of Work

1. After the receipt of the Performance Guarantee, the Company will notify the Contractor in writing of acceptance of Performance Guarantee. Within fifteen (15) days from the date of receiving such notice, the Bidder will be required to sign the formal Contract/workorder consisting relevant details according to received Bid, policy and procedures and conditions of Tender Documents as detailed in the Call-off Contract.
2. The Term of the Contract shall be from the Commencement Date up to the expiry of the duration of the Contract.
3. In case of failure to do so by the Contractor, Company reserves the right to take appropriate action including cancellation of award of Contract along with forfeiture of Bid Security/Performance Guarantee, as the case may be.
4. As soon as possible after the Contract signing, the Contractor & Company shall have a Kick-off Meeting, wherein the O&M Plan submitted by the Contractor shall be discussed and the resources shall be finalized.
5. The O&M Plan submitted by the Contractor shall be built upon the Contractors Bid submission.

10.2 Delays caused by the Contractor

If the Contractor is responsible for a delay in the provision of the Services, or fails to complete any portion of the Services within the time limits set forth in the O&M 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,

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including, without limitation, work overtime, and acquire and use any necessary additional labor and equipment at his own.

10.3 Suspension of Work

The Company may at any time advise the Contractor to suspend progress of partial or all of the Services. During such suspension, the Contractor shall protect, store and secure all equipment against any deterioration, loss or damage. The Company may also notify the cause for the suspension.

10.4 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 Services 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 taxes, other than property taxes, on the Site in connection with the Services; and

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 contract, or during the course of execution of contract, 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 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 and its employees 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.

10.5 Lessons Learned Sessions

The Contractor to coordinate and organize quarterly joint Lessons Learned sessions with the Company and identify areas for improvements in the forthcoming activities during the entire tenure of the Contract.

10.6 Risk Assessment Sessions

The Contractor and the Company will jointly conduct Risk Assessment Sessions as & when need basis for the entire Power Plant. This exercise shall provide both Contractor and Company an opportunity to identify high, moderate and low risk areas during the entire tenure of the Contract 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/site related factors. The Contractor shall be solely responsible for the mitigation strategy and any associated cost of resources to eliminate such risks.

10.7 General

Prior to commencement of Operation & Maintenance (O&M) Services for the Power Plant, all mobilization activities, documentation, staffing, and systems shall be completed to the full satisfaction of the Company and in strict compliance with the specifications stipulated in the Framework Agreement, Scope of Services and the relevant Call-off Contract.

All O&M activities shall be performed in accordance with the Company-approved operational philosophy, maintenance strategy, and asset management plan.

The Contractor shall submit a comprehensive O&M Mobilization and Service Execution Plan covering operation, routine maintenance, preventive maintenance, corrective maintenance, reporting systems, staffing structure, spare parts strategy, and HSE management for the facility.

The Contractor's responsibilities for O&M Services shall include, but not be limited to, the following:

- i. Providing a team of suitably experienced and qualified personnel for operation and maintenance of the Power Plant in accordance with approved plans,

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- schedules, and procedures. The Contractor's O&M team shall report to the Company's Representative.
- ii. Preparing and maintaining updated operational procedures, maintenance schedules, asset registers, and system handover documentation, as applicable.
 - iii. Managing and coordinating all external interfaces related to plant operation, including utilities, grid operator, OEMs, and regulatory authorities (as applicable).
 - iv. Executing all operational planning, maintenance scheduling, and performance reporting procedures in accordance with contractual KPIs.
 - v. Conducting regular work planning, coordination, and performance review meetings with the Company.
 - vi. Preparing and maintaining operational coordination procedures and emergency response procedures.
 - vii. Conducting HSE inspections and audits, and maintaining records of all approved HSE observations, corrective actions, and compliance items.
 - viii. Supplying, operating, maintaining, and managing all tools, consumables, minor spare parts, and services required for proper operation and maintenance of the facility, as defined in the Contract.
 - ix. Monitoring plant performance, conducting preventive and corrective maintenance, ensuring plant availability as per the committed percentage, troubleshooting system faults, performing necessary repairs, and ensuring restoration of plant within agreed timelines.
 - x. Maintaining and updating all documentation and drawings to reflect operational changes and modifications (as-built / as-operated documentation).
 - xi. Providing operational support, technical advisory services, and performance optimization recommendations to the Company.
 - xii. Notifying the Company of any major defects, failures, or performance degradation, and recommending corrective action plans.
 - xiii. Maintaining the Site in a safe, clean, and operable condition throughout the term of the O&M Services.
 - xiv. Enforcing an approved safe system of work at all times, ensuring compliance with the Company's safety requirements and coordination with other contractors or stakeholders operating at Site.
 - xv. Supporting plant performance tests, audits, inspections, and regulatory compliance verifications as required by the Company or relevant authorities.

- xvi. Being fully responsible for the proper operation and maintenance of the facility during the Contract term and resolving operational issues attributable to the Contractor's scope at no additional cost to the Company.

11. Completion Certificate

Upon expiry of the O&M Term, or earlier termination in accordance with the Contract, and after fulfilling all O&M obligations in accordance with the Scope of Services, the Contractor shall apply by written notice to the Company for issuance of a Final Service Completion Certificate.

Such application shall not be made earlier than fourteen (14) days after:

- Completion of all contractual O&M obligations;
- Submission of all required final reports and documentation;
- Settlement of outstanding operational matters within the Contractor's scope; and
- Formal handover of the Plant, records, tools (if applicable), and operational control to the Company or its designated representative.

Where the O&M Services are divided into Sections, locations, or Service Packages, the Contractor may similarly apply for a **Service Completion Certificate** for each respective Scope of Work or location, provided the relevant services have been fully performed and properly handed over.

The Company shall, within fourteen (14) days after receiving the Contractor's application:

- a) Issue the Final Service Completion Certificate (or relevant Sectional Service Completion Certificate) stating the date on which the O&M Services under the applicable Scope of Services have been completed in accordance with the Framework Agreement and Call-off Contract; or
- b) Reject the application, providing reasons for rejection and specifying the outstanding services, documentation, deficiencies, or corrective actions required to be completed by the Contractor.

In the event the Contractor's application is rejected pursuant to clause (b) above, the Contractor shall promptly complete the specified outstanding services or corrective actions before submitting a fresh application for issuance of the Final Service Completion Certificate.

The Company shall issue the Final Service Completion Certificate within fourteen (14) days of receipt of the fresh application, provided the Company is satisfied that there are no outstanding services, deficiencies, or unfulfilled contractual obligations remaining under the Contractor's scope.

11.1 Project Closeout

Upon expiry or termination of the O&M Services, the Contractor shall submit a complete **O&M Service Closeout Report** in both hard copy and electronic format. The report shall include, but not be limited to, the following:

- All operational logs, reports, and performance records maintained during the O&M Term;
- Communication correspondence relevant to O&M activities (emails, notifications, instructions, etc.);
- Lessons learned, risk assessments, and recommendations for future operation or maintenance improvements;
- Service Decision Records (SDRs) documenting major operational decisions and interventions;
- Maintenance schedules, checklists, and records of preventive, corrective, and emergency maintenance carried out;
- Operating manuals and O&M procedures for all equipment, panels, inverters, surge controllers, mounting structures, and auxiliary systems;
- Inventory of spare parts used or held for major equipment, including recommended 1st-year replenishment lists;
- Material Certificates, Mill Test Certificates, and Material Safety Data Sheets (MSDS) for equipment or critical components;
- Warranties, guarantees, and service agreements applicable to panels, inverters, machinery, and other equipment under the O&M scope;
- Copies of all licenses, permits, approvals, and NOCs obtained or maintained during the O&M Term;
- HSE records, safety audits, and incident reports;
- Inspection, test, and monitoring reports performed during O&M activities;
- Performance and monitoring reports, including KPIs, availability records, and downtime reports;
- Any other documents, records, or reports required under the O&M Contract or reasonably requested by the Company.

12. Defects Liability

12.1 Defects Remedy

The Contractor shall be responsible for promptly rectifying any defects, deficiencies, or non-conformities in the performance of the O&M Services notified by the Company. Upon receipt of such notification, the Contractor shall take immediate corrective action and remedy the defect in coordination with the Company's Representative, while ensuring minimal disruption to the ongoing operation of the facility.

If the Contractor fails to remedy such defects within the reasonable timeframe specified by the Company, the Company shall have the right to carry out or arrange for the necessary remedial works through a third party. All costs and expenses incurred by the Company in this regard shall be borne by the Contractor.

Furthermore, any damage to plant, equipment, components, or systems arising from the Contractor's negligence, mishandling, improper operation, or inadequate maintenance practices during the O&M Services shall be the sole responsibility of the Contractor. The Contractor shall promptly repair or replace the affected equipment or components, at its own cost, to the satisfaction of the Company and in accordance with the applicable technical specifications and manufacturer recommendations.

12.2 Failure to Remedy of Defects

If the Contractor fails to rectify any defect, deficiency, or damage in the performance of the O&M Services within the timeframe specified by the Company, the Company may, at the Contractor's risk and cost, take remedial action including:

- a) Carrying out the required work itself or through a third party and recovering all reasonable costs incurred from the Contractor; or
- b) Applying a reasonable deduction from the Contractor's payments under the relevant Call-off Contract.

If a defect, damage, or maintenance failure attributable to the Contractor materially affects the safe or efficient operation of the facility, the Company shall notify the Contractor in writing and require rectification within a specified period at the Contractor's cost.

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If the Contractor fails to remedy such defect within the specified period, the Company may undertake the remedial work through another contractor and recover the associated costs from the Contractor's pending payments or performance security.

Where such defect or failure substantially deprives the Company of the intended operational benefit of the facility, the Company may terminate the Agreement and the relevant Call-off Contract and recover all applicable damages in accordance with the Contract.

12.3 Removal of Defected Items

If the defect or damage cannot be remedied expeditiously on-site, and the Company grants permission to the Contractor to remove the affected items from the Site, the Company may require the Contractor to increase the amount of the Performance Guarantee by the full replacement cost of these items or to provide other appropriate security

13. Contract Price and Payments

13.1 The Contract Value or Price

- a) Payment for the Services shall be made, after necessary adjustments (if any), and payments clause of Call-off Contract Price as per the 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 Contract.

13.2 Payment against Services

The Contractor shall submit invoices to the Company, together with the applicable Sales Tax Invoice, detailing the amounts claimed for the Operation & Maintenance (O&M) Services performed. Invoices shall be submitted quarterly, and shall be accompanied by the relevant O&M reports for the respective quarter and other supporting documentation as required under the Contract.

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Each invoice shall include, as applicable or as instructed by the Company, the following:

- a) The value of O&M Services performed during the relevant quarter in accordance with the Call-off Contract, duly verified by the Company's Representative;
- b) Supporting documentation including quarterly O&M reports, maintenance records, performance summaries, and any other information reasonably required by the Company;
- c) Any adjustments resulting from approved variations to the Scope of O&M Services;
- d) Any other deductions or adjustments due under the Contract;
- e) Deduction of amounts previously invoiced or otherwise adjusted, where applicable; and
- f) Deduction of all applicable provincial, federal, or other taxes, as required under the prevailing laws and regulations.

13.3 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 Framework Agreement and Call-off Contract.

14. Termination of Contract

The below Sub-Clauses shall be applicable to the affected Site or the entire Framework Agreement, depending on the circumstances and determined by the Company

14.1 Notice for Correction

If the Contractor fails to carry out any obligation under the Framework Agreement and Call-off Contract, the Company may issue a Notice of Correction to the Contractor requiring the performance of its part within a period of 28 Days (**"Cure Period"**). The Contractor shall submit a mitigation plan detailing a schedule and workable methodology to cure the default within five (05) Days of the Notice of Corrections. If the default is not remedied by the Contractor despite the Notice of

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Corrections, the Company can take action against the Contractor in accordance with Law. The Company can, inter alia, be entitled to exercise its rights to terminate the Call-off Contract and/or 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.

14.2 Termination by Company

Without prejudice to any other rights that the Company may have under the Contract or the Laws, the Company may, at any time after the expiry of the period of Notice of Correction, terminate the Framework Agreement and/or Call-off Contract, the Services or any portion thereof by giving notice to the Contractor specifying the Services or portion thereof to be terminated and the effective date of termination that shall be no earlier than fourteen (14) Days from the date of notice (**Notice to Terminate**).

Upon receipt of a Notice to Terminate, the Contractor shall discontinue the Services in accordance with the Notice to Terminate, and shall take whatever steps are necessary or desirable to terminate the Services 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 Services not terminated, if any, in accordance with the Framework Agreement and Call-off Contract. The Company shall reimburse the Contractor for those costs reasonably incurred by the Contractor as a direct result of the termination of the Framework Agreement and/or Call-off Contract, the Services, or any portion thereof as per agreed terms and conditions. When the Contract 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 Framework Agreement and/or Call-off Contract if the Contractor:

- a) Fails to comply with continued qualification and eligibility specified under Clause 5.2.
- b) Fails to maintain the requirements of the Performance Guarantee as specified under Clause 5.4 & 5.5.
- c) Fails to comply with a Notice for Corrections served under clause 14.1;
- d) Fails to meet the contractual obligations with regards to the O&M Services for more than 3 months.
- e) Fails to achieve the minimum committed performance ratio for consecutive six months.

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- f) Abandons the performance of Services or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract;
- g) Without reasonable excuse fails to proceed with the Services;
- h) Subcontracts the whole or part of the Services or assigns the Contract without the prior written approval of the Company;
- i) Becomes bankrupt or insolvent, goes into liquidation, or has an administration order made against him, compounds with its creditors or administration order made against it, compounds with its creditors, or carries on business under a receiver, trustee or manager for the benefit of its creditors, or if any act is done or event occurs which has a similar effect to any of these acts or events.
- j) 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 Contract;
- k) For doing or forbearing to do any action in relation to the Framework Agreement, or
- l) For showing or forbearing to show favor or disfavor to any person in relation to the Framework 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 sub-paragraph (k). However, lawful inducements and rewards to Contractor's Personnel shall not entitle termination; or
- m) 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.
- n) For Serious HSE Violations/non-compliances which is against Company's HSE Policies, Standards & Procedures.
- o) Any material litigation is commenced against the Contractor which materially impacts the performance of the Frame Agreement by the Contractor.

The Company's election to terminate the Framework Agreement and/or Call-off Contract shall not prejudice any other rights of the Company, under the Framework Agreement or otherwise.

After the termination of Framework Agreement and/or Call-off Contract, the Contractor shall leave the Site and deliver any required goods, all Contractor's Documents to the Company. However, the Contractor shall use his best efforts to comply immediately with any reasonable instructions included in the notice.

14.3 Value Assessment on Termination

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Once the termination by the Company has taken effect, the Company shall proceed to determine the value of the Services and any other sums due to the Contractor for the Services executed in accordance with the Framework 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 Services and remedying of any defects, 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 Services, 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 Contractor Performance & Black Listing

- i. The contractor who either consistently fail to provide satisfactory performance or are found to be indulging in corrupt or fraudulent practices shall be blacklisted and their company names shall be duly publicized on the Company's and Public Procurement Regulatory Authority (PPRA) websites.
- ii. Blacklisted Contractor shall not be eligible for future contracts in accordance with the PPRA regulations for the terms stipulated below.
- iii. The Contractor's performance shall be monitored through Vendor Performance Evaluation System (VPES). The evaluation will be conducted in accordance with the parameters of Vendor Performance Report as attached in SAP Ariba project.
- iv. The Contractor's performance will be evaluated from issuance of first Call-off Contract. The Contractor's performance evaluation will be conducted every month and on the basis of that VPES will automatically calculate the ranking of the Contractor and an average of all VPES forms will consider as the final score of that project.
- v. Following Scoring / Ranking Grid will be used to evaluate vendor performance against the awarded project:

Scoring Grid / Methodology	Marks %	Score
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Unsatisfactory	0-20	1
Needs improvement in some areas	21-40	2
Satisfactory with minor improvements required	41-60	3
At Par - Meets all requirements	61-80	4
Exceptional - Exceeds requirements/expectations	81-100	5

- vi. In view of above, contractors scores less than three in two projects of a fiscal year should considered as non-performer, and may attract temporary blacklisting for six (6) months, subject to the procedure as provided in PPRA Rules and the Company Policy.
- vii. Contractor cumulative score less than 3 in a Fiscal year on the basis of performance evaluation of at least 3 procurement projects, then it will be considered to be Non-Performing Contractor and can be recommended for up to 3 years temporary blacklisting subject to the procedure as provided in PPRA Rules and the Company Policy.
- viii. Keeping in view of above, for continue participation the Contractor should have maintained at least satisfactory standard of performance.
- ix. The parameters on which Vendors will be evaluated are as follows;

Timeliness	Work efficiently planned & executed
	Compliance to timelines
	Timely Completion
	Timely documentation / reports / invoices submitted
	Timely corrections made as advised/informed (Responsiveness)
Quality of Services	Quality of Services performed are as per specifications.
	Machinery/Tools/procedures employed as per specification
	Adequate, professional and competent staff present at site for job execution.
	General compliance to terms and conditions of the Framework Agreement.
Health, Safety & Environment	Implementation of appropriate safety practices (as per safety permits issued etc.)
	Use specified PPEs as per requirement
	Trainings including completing safety talk with employees
	General compliance to HSE terms and conditions of the order.

14.6 Termination by Contractor

A. Contractor shall be entitled to terminate this Agreement if:

- i. Contractor does not receive any amount due and payable under this Agreement, excluding any disputed amounts under this Agreement, within thirty (30) days after the expiry of the time stated within which payment is to be made;
- ii. The Company commits a repudiatory breach of its obligations under this Agreement that is not remedied within 30 days after notice from Contractor in respect thereof; or
- iii. The Company becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against it, compounds with its creditors, or carries on business under a receiver, trustee or manager for the benefit of its creditors, or if any act is done or event occurs which under the applicable laws of Pakistan has a similar effect to any of these acts or events.

B. After a notice of termination has taken effect, the Company shall promptly:

- i. return the Performance Guarantee, to the extent it has not been encashed by the Company under a valid entitlement under this Agreement;
- ii. pay the Contractor the full value of all milestones fully completed to the satisfaction of the Company, or part value of all milestones partly completed, prior to the date of such termination and which milestones remain unpaid by the Company.

15. Risk and Responsibility

15.1 Contractor's Care of Services

The Contractor shall remain responsible for overall care of Services and allied facilities with effect from Commencement Date until the date determined for the Services completion by the Company. If a Completion Certificate is issued (or is so deemed to be issued) for any specific Scope of Services, responsibility for the care of the Scope of Services 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 work which is outstanding on the date stated in a Completion Certificate, until this outstanding work has been completed.

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

The Contractor shall be liable for any loss or damage caused by any actions performed by the Contractor or his staff 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 Services and/or remedying of any defects etc. unless such injury, sickness, disease or death arises from or has been caused by the Gross Negligence or Willful Misconduct of the Company, Company's Representative or Company's Personal; or
- b) Damage to or loss of any property, or personal (other than the Services), to the extent that such damage or loss:
 - I. Arises out of or in the course of or by reason of the Services or remedying of any defects, and/or
 - II. Is not attributable to any negligence, willful act or breach of the Framework Agreement by the Company, Company's Representatives, or the Company's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.
- c) For the purpose of this clause:
 - i. Gross Negligence means a conscious and voluntary disregard of the terms of this Agreement. Gross Negligence does not include any act or omission insofar as it constitutes mere ordinary negligence; and
 - ii. Willful Misconduct means any intentional and malicious act.

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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 Framework 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 Framework 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 liabilities for damage to property. This insurance must cover all operations of Contractor required to fulfill the provisions under this Framework Agreement;
3. Contractor's Equipment 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 Services 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 Site, Contractor insurances;
 - i. Shall be effected and maintained by the Contractor as insuring Party,
 - ii. Shall be in the joint names of the Parties,
 - iii. Shall be extended to cover liability for all loss and damage to the Company's property arising out of the Contractor's performance of the Contract, and
 - iv. May, however, exclude liability to the extent that it arises from:
 - i. damage which is an unavoidable result of the Contractor's obligations to execute the Services and remedy any defects, and
 - ii. A cause except to the extent that cover is available at commercially reasonable terms.
7. Notwithstanding any liability or obligation that may arise under this Contract, 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

1. The term, “Force Majeure” means an exceptional 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 Framework 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. Epidemics or pandemic,
 - d. Acts and/or restrictions imposed by the government
 - e. Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war,
 - f. Riot, commotion, disorder, strike or lockout by persons other than the Contractor’s personnel and other employees of the Contractor and sub-Contractors,
 - g. 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
 - h. Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

17.2 Notice of Force Majeure Event

If the Affected party considers that a Force Majeure event has occurred which may affect performance of its obligations under this Framework 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

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Upon the occurrence of any event of Force Majeure, the Contractor shall take necessary measures to continue to perform its obligations under the Framework 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.

17.4 Consequences

Due to the Force Majeure event, if the Contractor is not able to perform any of its obligations under the Framework Agreement of which notice has been given as stipulated in Sub Clause 17.2 and suffers delay and/or incurs cost, the Contractor shall be entitled to request an extension of time for any such delay, if obligation under this Framework 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 Framework 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 Framework Agreement. If at the expiry of the period of thirty (30) days, Force Majeure event still continue, the Framework 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 work done, mutually agreed by both the Parties.

17.6 Available Relief for a Force Majeure Event

1. Subject to 'Force Majeure' Clause of this Framework Agreement:
 - i. No Party shall be in breach of its obligations pursuant to this Framework 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 in regard to its obligations;

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- 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 Framework 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 Framework Agreement, entitles the Parties to be released from further performance of the Framework 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 Framework 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. Dispute Resolution & Arbitration

18.1 Dispute Resolution

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 Framework Agreement.

18.2 Arbitration

- 1. Any dispute arising out of, relating to, or in connection with this Framework Agreement, including any question regarding its existence, validity, or termination, if not settled by the Parties under clause 18.1, the same shall be settled through arbitration under the Arbitration Act, 1940 or any other law relating to Arbitration

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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.

18.3 Limitation on Liability

1. Except as expressly provided in this Framework 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 Framework 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 Framework 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. The total liability of either Party under this Framework Agreement shall in no case exceed ten percent (10%) of the total Contract value of Call-off Contract.
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.

19. General

19.1 Counterparts

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

19.2 Remedies

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

19.3 Integrity Pact

The Parties shall also execute the Integrity Pact, draft whereof is attached herewith as Annexure-B.

19.4 Governing Law

The construction, validity and performance of this Framework Agreement shall be governed by and construed and interpreted in accordance with the laws of Pakistan. The Courts at Karachi shall have exclusive jurisdiction in the matter relating to the provisions or the subject matter of this Framework Agreement.

19.5 Communications

1. Except as expressly provided in the Framework Agreement, Call-off Contract and its annexures and schedules, every certificate, notice, instruction, direction, order consent or decision to be given by the Contractor under this Agreement shall be given in writing to the respective addressee at the corresponding address specified below (or such other address and/or addressee as the Contractor may notify to the Company or vice versa (as the case may be) in writing upon seven (7) days advance notice and shall be effective when received) and shall be deemed effective as follows:
 - a) If delivered personally, upon delivery;
 - b) If sent by post, upon certified receipt;
 - c) If sent by courier service, upon receipt;
 - d) If sent by email, upon a returned receipt.
2. If to the Contractor:

Address: []

Tel: []

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Fax: []
Email: []
Attention:[]

If to the Company:

Address: PSO House, Khyaban-e-Iqbal, Clifton, Karachi-75600, Pakistan

Tel: 111-111-PSO(776), Ext: 3803

Email: info@psore.com

Attention: Mr. Murtazain Nasser

3. Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed.

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EXECUTION PAGE]

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EXECUTION PAGE

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED THIS FRAMEWORK AGREEMENT 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

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

CNIC: _____

CNIC: _____

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