

1. DEFINITIONS

In this General Conditions of Agreement for General works following words shall have the following meaning (s);

"HUBCO" Shall mean "The Hub Power Company Ltd", its successors and assigns.

"NEL" shall mean "Narowal Energy Ltd", its successors and assigns.

"Agreement" shall mean the agreement for services between HUBCO/NEL and the service provider and shall include these General Conditions (for General Works (General Terms & Conditions) of Agreement, Specifications, Letter of Acceptance, Tender and any correspondence constituting the Agreement.

"Service Provider" shall mean the tenderer whose tender has been accepted by HUBCO/NEL and shall include the service provider's legal representatives, successors and permitted assigns.

"Service Provider's Equipment" shall mean the Contractor's items used to carry out the Works but not for inclusion in the Works.

"Agreement Price" shall mean the sum stated in the Agreement as the Agreement Price.

"Month" shall mean calendar month.

"Plant" shall mean any machinery, apparatus, materials, articles and things of all kinds to be provided under the agreement, other than service provider's Equipment.

"Site" shall mean the actual place to which the Plant is to be delivered and/or where the work is to be done/services are to be provided by the service provider.

"Works" shall mean all Plant to be provided and work to be done/ services to be provided by the service provider under the Agreement.

"Services" Shall have the meaning ascribed thereto in the Agreement for Services.

2. SERVICE PROVIDER TO INFORM HIMSELF FULLY

The Service Provider shall be deemed to have examined the site (if access thereto has been available to him), the Agreement for Services, these General Terms & Conditions, specifications, drawings and all other relevant matters, and to have satisfied himself before

tendering: (i) as to the correctness and sufficiency of his tender for the proper and timely execution of the Works; and (ii) that he is fully competent to carry out the Works and possesses all necessary licenses, permits, approvals and accreditations etc.

3. ROYALTIES

The Agreement Price/Rates shall include all royalties other charges which may be claimed or required to be paid for patent rights or licences necessary to enable HUBCO/NEL to freely use patented articles or appliances supplied under the Agreement, whether such article is specifically designated as patent in the Agreement or not, and the Service Provider shall indemnify HUBCO/NEL against all claims, costs and demands which may arise with regard to infringement of patent rights in respect of the use of any article or appliance supplied under the Agreement.

4. ASSIGNMENT AND SUB-LETTING

The Service Provider shall not without the prior consent of HUBCO/NEL, assign or sub-let the whole or any part of the Agreement.

5. ACCESS

Access will be given to the Service Provider as stated in the Agreement.

6. EXCAVATION

Due to the danger of electrocution from live underground electric cables, no excavation within Plant Site and township premises shall be made without the written approval from site Civil Engineer and Site Electrical Engineer.

7. SERVICES AND FACILITIES

Unless specific arrangements are made to the contrary, the Service Provider shall provide, at his own expense, all the services and facilities necessary to carry out the Works.

8. QUALITY OF WORK

All materials and workmanship used in the execution of the Agreement shall be to the quality standards defined in the Agreement, or if not so defined, to standards of reputable Companies providing similar services and acceptable to HUBCO/NEL. The Service Provider shall execute the Works to the satisfaction of, and in accordance with instructions issued by, HUBCO/NEL.

HUBCO/NEL may:

- (a) Reject any materials which are defective or not in accordance with the Agreement
- (b) Order the proper re-execution of any work which in HUBCO/NEL's opinion is not in accordance with the Agreement or instructions.

The Service Provider's staff and the Service Provider's sub contractor's staff shall remain under the direct supervision of the Service Provider's Supervisor who will be responsible for their work & actions. HUBCO's/NEL's representative may order the removal of any or all of the staff on site if, in his opinion, they are not suitable for the job.

9. INSTRUCTIONS IN WRITING

Where the Service Provider reasonable requires, HUBCO/NEL may confirm in writing decisions, instructions or orders relating to the Agreement.

10. INSPECTION

HUBCO/NEL shall be entitled at all reasonable times during the period of the Agreement to inspect, examine, test and check the materials, workmanship and progress of the Works being carried out under the Agreement.

11. WORK NEAR LIVE APPARATUS

The Service Provider shall not carry out any work over or adjacent to live electrical equipment or operational/running plant without first obtaining written permission from HUBCO/NEL, and when necessary obtaining a Safety Document.

12. SITE CLEANLINESS

Throughout the period of the Agreement the Service Provider shall maintain the area of operations on HUBCO/NEL locations in a clean, tidy and safe condition to HUBCO/NEL's satisfaction. On completion of the Agreement, the Service Provider shall clear away rubbish, waste material and everything necessary to reinstate the area of his operations to a standard acceptable to HUBCO/NEL, at the Service Provider's own expense.

13. VARIATIONS

13.1 The Contractor shall not alter the Works except as directed by HUBCO/NEL. HUBCO/NEL may order the Service Provider to amend, delete from, add to or otherwise vary the Works at any time during the period of Agreement. Such order

will be given by the issue of a Variation Instruction. The Service Provider shall price Variations using prices/rates, analogous to those in the Agreement or where such prices/rates are not appropriate, the amount shall be such sum as is reasonable in the circumstances.

The Service Provider shall provide all information necessary in support of any proposed change to the Agreement Price.

13.2 Any changes to the Agreement Price resulting from a variation to the Works shall be agreed subsequent to the issue of a Variation Instruction and confirmed by the issue of a Variation to Agreement Price.

13.3 New or revised rates shall be added to the Agreement by the issue of revised Rates List.

14. CLAIMS FOR ADDITIONAL COSTS

If the Service Provider considers he merits payments above those provided for in the Agreement, he must notify HUBCO/NEL within 07 days of the event which is considered to have caused the additional costs.

15. PAYMENT

15.1 Payment shall become due on completion of the Works or portion of the Works, by the Service Provider making an application for payments and other documents as stated in the Agreement.

15.2 The Contractor shall submit invoice(s) together with Completion Certificate(s)/supporting documents to the Accounts Payable Officer as specified in the Agreement. Payment shall be made within 30 days on receipt of invoice or as stated in the Agreement.

16. PAYMENTS DUE FROM THE SERVICE PROVIDER

HUBCO/NEL is entitled to deduct from any monies due or becoming due to the Service Provider under the Agreement, either from this Agreement or any other Agreement, all costs, damages or expenses for which the Service Provider is liable to HUBCO/NEL under this Agreement.

17. TIME FOR COMPLETION

Where it is agreed between HUBCO/NEL and the Service Provider that the Works shall be completed by a particular date, that date shall be deemed the completion date as per Agreement.

The date of completion of the works or, in the case of a service being performed at regular intervals, the period of the Agreement, shall be that specified in HUBCO/NEL's work order unless otherwise agreed between HUBCO/NEL and the Contractor.

18. EXTENSION OF TIME FOR COMPLETION

If as a result of any cause within the reasonable control of HUBCO/NEL, completion of the Works is delayed, HUBCO/NEL may extend the time of completion by such period as is considered reasonable, at HUBCO's/NEL's discretion.

19. DEFECTS LIABILITY

Any defect or damage which may appear or occur in the Works as a result of defective design, materials or workmanship, during the period of 12 months or as agreed in the Agreement from when the Works have been first put into service, shall be made good by the Service Provider with all possible speed and at his own expense. The works made good shall then be subject to further 12 months or as agreed in the Agreement defects liability period. If Service Provider fails to make good the defects, HUBCO/NEL may have the repair/replacement carried out and invoice the cost to the Service Provider for payment.

20. BANKRUPTCY

If the Service Provider shall become bankrupt or insolvent, or if a receiving order is made against the Service Provider, or if the Service Provider compounds with its creditors, or carries on business under an administrator, receiver, trustee or manager for the benefits of his creditors, HUBCO/NEL shall be entitled to:

- a) terminate the Agreement forthwith, by notice to the Service Provider or the administrator, receiver, manager liquidator or to any person in whom the Agreement may become vested, or
- b) give such administrator, receiver, manager, liquidator or other person the option of carrying out the Agreement subject to his providing a guarantee for the due and faithful performance of the Agreement up to an amount to be agreed.

21. SERVICE PROVIDER'S DEFAULT

If the Service Provider:

- (a) neglects to execute the Works with due diligence and expediency, or

- (b) refuses or neglects to comply with any reasonable instructions given to him by HUBCO/NEL in connection with the Works. or

- (c) contravenes the provisions of the Agreement

notice may be given to the Service Provider to make good the refusal, neglect or contravention, within a period specified by HUBCO/NEL. If the Service Provider fails to comply with the notice to make good the refusal, neglect or contravention within the specified time, HUBCO/NEL shall be at liberty to make alternative arrangements for completion of the Works, and all additional costs incurred by HUBCO/NEL shall be at the Service Provider's expense.

22. ADDITIONAL POWERS ON SERVICE PROVIDER'S DEFAULT

Where under clause 20 (Bankruptcy) or clause 21 (Service Provider's Default), HUBCO/NEL has the right to take the Works, or any part thereof, out of the hands of the Service Provider. HUBCO/NEL in addition to its rights under those clauses, shall be entitled to:

- (a) take possession of and remove from the Service Provider's premises, at times convenient to HUBCO/NEL, all designs calculations, software, drawings, specifications and any Plant either belonging to HUBCO/NEL or in which the property has passed to HUBCO/NEL. The costs incurred by HUBCO/NEL in such removal shall form part of the cost of completing the Works or such part thereof that the Service Provider may have neglected to do.
- (b) free use of all the Service Provider's designs drawings and Service Provider's Equipment that may be on Site in connection with the Works, for the purpose of completing the Works.

23. OWNERSHIP OF INFORMATION, DRAWING AND DESIGNS

All software, information, reports, specifications, drawings and designs produced under or in pursuance of the Agreement, shall be the absolute and exclusive property of HUBCO/NEL, and HUBCO/NEL shall have the right to make such use thereof as it sees fit and without further payment to the Service Provider, in perpetuity.

24. VESTING OF PLANT

24.1 Plant supplied or intended to be supplied under the Agreement shall become the property of HUBCO/NEL at whichever is the earliest of the following:

- (a) when under clause 15 payment documents which include the value of the Plant is issued by HUBCO/NEL
- (b) when the plant is fixed to or otherwise made part of HUBCO/NEL's property
- (c) when the Plant is delivered to HUBCO/NEL's location pursuant to the Agreement.

24.2 All HUBCO/NEL's property

- (a) on which work is to be done/Services are to be provided under the Agreement, or
- (b) issued to the Service Provider for incorporation or use in the Works

shall remain the property of HUBCO/NEL and neither the Service Provider nor any other person shall have a lien on such property. The Service Provider shall be fully responsible for the care of HUBCO/NEL property until the date of completion and his responsibility for loss or damage shall be the same as that for the Works.

25. SPARE OR REPLACEMENT

25.1 If at any time after completion of the Agreement, the Service Provider intends to discontinue manufacturer of spare or replacement parts for the Plant, the Service Provider must notify HUBCO/NEL immediately and offer HUBCO/NEL the opportunity of either:

- (a) ordering at reasonable prices such quantities of spare or replacement parts as HUBCO/NEL considers necessary in relation to the anticipated life of the Works, or
- (b) acquiring from the Service Provider, free of charge, such drawings, patterns, specifications and other information (hereinafter referred to as "information") necessary to enable HUBCO/NEL to make or have made spare or replacement parts.

25.2 Under Sub Clause 25.1(b), HUBCO/NEL shall have free and unrestricted use of information acquired and shall not be liable to pay any royalty

or charge in respect of the manufacture of spare and replacement parts.

25.3 The provisions of Sub Clause 25.1(b) shall apply in the event that manufacturer of spare or replacement parts is discontinued, and the Service Provider has failed to give HUBCO/NEL prior notification.

26. CARE OF THE WORKS

The Service Provider shall be fully responsible for the care of the Works until the date of completion. The Service Provider shall also be responsible for the care of any work which he has undertaken to carry out during the defects liability period until all such work is complete.

27. MAKING GOOD LOSS OR DAMAGE TO THE WORKS

In the event of loss or damage to any part of the Works whilst the Service Provider has responsibility for the care thereof, the Service Provider shall make good such loss or damage at his own expense except where the loss or damage is caused by HUBCO/NEL's risks. The Service Provider shall also make good loss or damage to the Works caused by him in the course of completing any outstanding work or in carrying out his obligations under clause 19 (Defects Liability).

28. INJURY TO PERSONS AND PROPERTY

28.1 Whilst the Service Provider has responsibility for care of the Works

except in respect of injury or damage resulting from any sole act or negligence of HUBCO/NEL, the Service Provider shall be liable for and shall indemnify HUBCO/NEL against all claims in respect of injury or death to any person and in respect of loss or damage to any property which may arise out of or in the consequence of the execution of the Works whilst the Service Provider has responsibility for the care thereof, and against all claims, demands, costs, charges, and expenses arising in connection therewith.

28.2 After responsibility for care of the Works has passed to HUBCO/NEL:

in the event of injury or death to any person or loss or damage to any property after responsibility for care of the Works has passed to HUBCO/NEL, the Service Provider shall be liable for and shall

indemnify HUBCO/NEL against all claims, actions, demands, costs, charges and expenses arising in connection therewith to the extent that death or injury or loss or damage was caused by the negligence or breach of statutory duty of the Service Provider, his sub-servants or agents or by defective design (other than an HUBCO/NEL design for which he has disclaimed responsibility), materials or workmanship.

29. LIMITATIONS ON LIABILITY

Subject as otherwise provided for in these conditions, neither the Service Provider nor HUBCO/NEL shall be liable to the other for loss of profit or Agreement.

30. ADHERENCE TO THE STATUTORY LAWS

The Service Provider shall be responsible to adhere all provisional and federal statutory laws.

31. AGREEMENT CONFIRMATION & PRICE ESCALATION

After receipt of Contract, Contractor must point out any reservation in Agreement within 5 working days, otherwise it will be considered acceptable and confirmed and no claim will be entertained.

32. PUBLICITY AND ADVERTISING

The Contractor, his agents, successors or assignees shall not announce or advertise his relationship with HUBCO/NEL or deriving therefrom without the prior written consent of the Hub Power Company Ltd.

33. FORCE MAJEURE

If, by reason of a Force Majeure Event a party is wholly or partially unable to carry out its obligations under this agreement, the affected party shall:

- (a) give the other party notice of the Force Majeure Event(s) as soon as practicable, but in no event later than forty-eight (48) hours after the affected party becomes aware of the occurrence of the Force Majeure Event(s), or twenty-four (24) hours after the resumption of any means of providing notice to the other party

(b) provide, wherever appropriate or when reasonably requested to do so by the other party, further information to the other party fully describing the Force Majeure Event(s) and its cause(s), and providing or updating information relating to the efforts of the affected party to avoid and/or to mitigate the effect(s) thereof; and estimates, to the extent practicable, of the time for which the affected party reasonably expects it shall be unable to carry out any of its affected obligations due to the Force Majeure Event(s)

(c) The affected party shall notify to the other party of the cessation of the Force Majeure Event and of its ability to recommence performance of its obligations under this Order as soon as possible and in any event, not later than seven (7) days after the cessation of the events described above.

34. TERMINATION

HUBCO/NEL shall have the right to terminate the Agreement at any time by giving to the Service Provider 30 days' notice in writing or as agreed in the Agreement, and upon expiration of that notice, the Agreement shall be terminated, without any prejudice to the rights of the parties concerned, but subject to the following provisions:

- (a) the Contractor shall be entitled to claim payment for all work completed up to receipt of the termination notice and reasonable costs incurred and approved by HUBCO/NEL up to the termination date.
- (b) the Service Provider shall not be entitled on termination, to any payment in respect of, or compensation for, loss of profit or opportunity in not being able to complete the whole of the Works.
- (c) The Service Provider will return any item(s) which are the property of HUBCO/NEL which are in his possession.

35. WORKFORCE FOR THE JOB

The Service Providers shall bring healthy and able work force for the job awarded to him.

36. CONFLICT OF INTEREST

The Seller declare that they have no Conflict of Interest with Purchaser/Owner and undertake to respect all standard practices in the manner.

In case the vendor identifies any unethical practice in the Company, complain may be lodged at speakup@hubpower.com.

37. CONFLICT OR INCONSISTENCY

In the event of any conflict or inconsistency between the terms and conditions of the Agreement and these General Terms and Conditions or any Letter of Acceptance, Tender or other correspondence constituting the Agreement, including any purchase order or other document relating to the transactions contemplated by the Agreement, the terms and conditions set forth in the Agreement shall prevail.

38. CONSTRUCTION OF AGREEMENT

The Agreement shall in all respects be construed and operate in conformity with Pakistan law.
