

PURCHASE ORDER						LOCAL																																																
<b>SUPPLIER NAME:</b> DESCON ENGINEERING SERVICES <b>TECHNOLOGY (PVT) LTD</b> <b>SUPPLIER CODE:</b> 10450  <b>ADDRESS:</b> 18km, Ferozpur Road, Lahore-54760, Pakistan Pakistan  <b>Fax: - TEL: -</b> <b>Email:</b> <b>Attention:</b> <b>N.T.N #</b> 1330750-9					<b>P.O. NUMBER:</b> LPO- 31999 UNIT 1 <b>P.O. DATE:</b> 27-JUN-2019 <b>REV. NO:</b> 3  <b>QUOTE REF:</b> (9131) 06-DEC-2018 <b>P.R. NUMBER:</b> FPR-32076 <b>CONTACT PERSON:</b> Marriyam Khan <b>E-MAIL:</b> marriyam.khan@fatima-group.com <b>N.T.N #</b> 1791532-5 <b>G.S.T #</b> 04-90-9999-679-28																																																	
<b>DISPATCH MODE:</b> YOUR ARRANGEMENT <b>DELIVERY DEST. BY VENDOR:</b> Mukhtar Garh, Sadikabad, District Rahim Yar Khan-Pakistan  <b>DELIVERY PERIOD:</b> 15days <b>FREIGHT TERM:</b> FOR FFL PLANT SITE					<b>SEND INVOICE TO: Finance Department</b> Fatima Fertilizer Company Limited   E-110, Khayaban-e-Jinnah, Cantt., , Lahore, , Pakistan (For details refer to Number 24 of General Terms and Conditions) <b>DO ATTACH RELEVANT PURCHASE ORDER AND MRR COPY WITH INVOICE.</b> Once Sent, send email to Share Courier Tracking No. with concerned Procurement Person for Payment																																																	
<b>PAYMENT TERMS:</b> CREDIT PAYMENT								<b>P.O. Currency:</b> PKR																																														
<b>Special Note:</b> - 1-Payment will be made on credit against submission of invoice after completion of services.2-Design Report will be submitted in 15 days from go head by FFL site team for commencement of work. 3- There can be minor changes in data sheet of storage tanks for which Mechanical design will be updated by Descon ( As agreed in clarification) . -																																																						
<b>Subject:</b>  Engineering Design Services ( Civil & Mechanical) for Phosphoric Acid Storage tank (FPR- 32076)																																																						
<b>Delivery required for following items at: FFL Plantsite</b>																																																						
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Sr #</th> <th>PO Line</th> <th>Item Code</th> <th>Description</th> <th>UOM</th> <th>Quantity</th> <th>Promise Date</th> <th>Unit Price</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1</td> <td>99-98-9810010-25</td> <td>MECHANICAL &amp; CIVIL DESIGN OF PHOSPHORIC ACID STORAGE TANK AND FACILITIES</td> <td>JOB</td> <td style="text-align: center;">1</td> <td>12-FEB-2019</td> <td style="text-align: right;">880,100.000</td> <td style="text-align: right;">880,100.000</td> </tr> <tr> <td colspan="8">Total Amount:</td> <td style="text-align: right;">880,100.000</td> </tr> <tr> <td colspan="8">Sales Tax 16 %</td> <td style="text-align: right;">140,816.000</td> </tr> <tr> <td colspan="8"><b>Total Firm &amp; Fixed</b> (FOR FFL PLANT SITE ) Value One million twenty thousand nine hundred sixteen (PKR) Only</td> <td style="text-align: right;"><b>1,020,916.000</b></td> </tr> </tbody> </table>										Sr #	PO Line	Item Code	Description	UOM	Quantity	Promise Date	Unit Price	Amount	1	1	99-98-9810010-25	MECHANICAL & CIVIL DESIGN OF PHOSPHORIC ACID STORAGE TANK AND FACILITIES	JOB	1	12-FEB-2019	880,100.000	880,100.000	Total Amount:								880,100.000	Sales Tax 16 %								140,816.000	<b>Total Firm &amp; Fixed</b> (FOR FFL PLANT SITE ) Value One million twenty thousand nine hundred sixteen (PKR) Only								<b>1,020,916.000</b>
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NOTE: On receipt of this order you are requested to send order acknowledgement within 5 days, duly stamped and signed by Authorized Officer on each page of order with endorsement "Accepted" signifying your acceptance of this order for further process

This is a computer generated document approved by competent authority and DOES NOT REQUIRE SIGNATURE  
This Purchase Order is **APPROVED** by **MR. Sohail Shabbir on 27-JUN-2019**



## Contract Terms and Conditions

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## **Terms and Conditions**

### **1. DEFINITIONS**

#### **1.1 Definitions**

- (i) "Purchase Order Terms" means this contract entered between Company and Supplier, including all schedules, attachments or appendices thereto and all documents imported by reference therein
- (ii) "Deliverables" means the Services specified in and to be supplied by the Supplier to the Company.
- (iii) "Purchase Order Price" means the price payable by Company to the Supplier under the Contract for the full and proper performance of its contractual obligations, as set out in the Purchase Order Terms.
- (iv) "Services" means the services noted in the Purchase Order Terms hereto to be provided by the Supplier under this Purchase Order Terms and Conditions.
- (v) "Payment Schedule" means the schedule for payment of the Contract Price as set out in Purchase Order Terms.

### **2. PURCHASE ORDER PRICE**

#### **2.1 Purchase Order Price**

- (i) The Supplier hereby agrees to provide to the Company, the Services for the Purchase Order Price, in accordance with the delivery schedule and time frame of performance.
- (ii) The Supplier shall be responsible for all taxes and duties payable in respect of the Services, and the Purchase Order Price is expressly stated to be inclusive of all such taxes and duties which shall be to the account of the Supplier.
- (iii) The Supplier shall comply with the employment, and health, safety and environment principles as specified in Clause 13 hereto.

### **3. TERMS OF PAYMENT**

#### **3.1 Terms of Payment**

- (i) All undisputed payments under the Purchase Order Terms will be made by the Company within \_\_\_\_\_ working days from the receipt of the invoice.
- (ii) All payments to be made by Company to the Supplier in connection to the Purchase Order Terms shall be liable to deduction of all applicable taxes. Challans against all payment deducted by the Company on account of any taxes shall be provided by the Company.

(iii) Any disputes arising out of or in connection with the invoices or payments shall be informed by the relevant party to the other party within 7 Working Days of such dispute coming into notice/attention. Both Parties shall mutually negotiate and agree upon to resolve the dispute and settle the invoice and subsequent payment thereof. Lapse of time shall no longer make the dispute entitled to be raised and resolved.

(iv) Supplier shall submit a duplicate invoice to Company (Attn: Finance Department) immediately on the completion of the Services. Invoices must show Company's Purchase Order Terms number, rates, and destination and be supported by applicable documents including but not limited to delivery note, receipt, original bill of lading, airway bill showing weight of goods, port of shipment and complete route.

(v) Unless otherwise stated in the Payment Terms, the Company shall pay the Supplier within 30 days following receipt of the invoice with supporting documents. Before paying any invoice, Company may require evidence that all the Services covered by the invoice have been paid for and that all obligations relating to the invoice have been satisfied. The Company shall not be responsible for any late payment caused because of the submission of incorrect and/or incomplete documents. All payment shall be made by bank transfer unless agreed otherwise.

(vi) The supplier shall send the bill along with Material Receiving Report (MRR)/verified invoice to Finance Department. Bill sent without MRR/ verified invoice will not be entertained. MRR/ verified invoice will be dispatched to the Supplier by user department upon completion of the Services. First copy of bill shall be marked "ORIGINAL" and each subsequent copy shall be respectively marked "COPY". Bill must be on the proper bill form duly signed by competent authority. Over-writing will render the bill unacceptable.

### **3.2 Performance Bank Guarantee**

The Supplier shall provide a bank guarantee from a bank acceptable to the Company and in form and substance acceptable to Company up to the price agreed in the Purchase Order which amount does not limit Supplier's obligation in respect of delay. The Company shall be entitled to draw to recover any costs or damages that it may deem to recover under the Purchase Order Terms.

### **3.3 Bank Guarantee against Advance Payment**

Advance payment is, *prima facie* not acceptable to Company, however, in case of unavoidable circumstances, mutually understood and agreed between Parties privy to this Contract, the Supplier shall provide a bank guarantee against advance payment from a bank acceptable to Company and in form and substance acceptable to Company. Company reserves the right to encash this guarantee in case of non-conformity or delay in provision of Services as stipulated herein, beyond agreed timeline.

## **4. SUPPLIER'S OBLIGATIONS AND RESPONSIBILITIES**

### **4.1 Provision of Services**

The Supplier is responsible for providing Services to Company according to the highest industry standards & as per Company provided requirements in Purchase Order Terms.

#### **4.2 Liquidated Damages for Delay**

The Supplier acknowledges that provision of Services on time (all in accordance with terms of the Purchase Order), is of the essence to this Contract. In the event the same is delayed by the Supplier, the Supplier agrees to pay delay liquidated damages to Company at 1% of the Purchase Order Price for each week of delay or part thereof, which the parties agree is a reasonable estimate of loss that shall be caused to Company on account of such delay.

#### **4.3 Document Priority**

The documents forming part of the Contract shall be subject to the following order of priority;

- (a) This Contract
- (b) Any exhibits/attachments hereto
- (c) A Purchase Order/Work Order/Change Order
- (d) A Quotation

### **5. COMPANY'S RESPONSIBILITY**

#### **5.1 Company's Responsibility**

Company's responsibilities are to make payment of the Purchase Order Terms Price, in accordance with the schedule and payment method noted in the Purchase Order Terms, subject to the Supplier complying with its obligations under the Purchase Order Terms.

The Company shall provide to the Supplier, the right to enter, or otherwise assist it to gain entry, to any premises or locations where the Services are required to be performed (the "Site"). Both Parties recognize the importance of safety as it relates to the Services, therefore the Parties agree that safety shall be observed at all levels. Supplier shall carry out the Services in accordance with Company's health and safety policy as communicated by Company.

The Company shall make available to Supplier all relevant information or data pertinent to the Services which is required by Supplier. Supplier shall be responsible to ensure that Supplier, Supplier's employees and agents, and the employees and agents of its sub Suppliers at all times have applicable visas, work permits and other documentation necessary for performance of the Services.

### **6. WARRANTY**

#### **6.1 Warranty**

- (i) The Supplier warrants that the Services are of highest professional standards and Deliverables shall be fit for the purpose intended and shall conform in all respects to the specifications provided hereunder.
- (ii) The Supplier shall ensure that during the period of thirty (30) months from the completion of Services ("Warranty Period"), any defects in the Deliverables notified by the Company to the Supplier are rectified with all

reasonable speed, by repair or replacement, without cost to the Company.

(iii) If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable cure period provided by Company or the defect liability period, the Supplier agrees to pay performance liquidated damages to Company at 1% per calendar week, up to maximum of 10% of the Purchase Order Terms, which the Parties agree is a reasonable estimate of loss that shall be caused to Company on account of such performance lag. The Company may proceed to take remedial action(s) as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Company may have against the Supplier under this Purchase Order Terms.

## **7. OTHER TERMS**

### **7.1 Indemnity**

The Supplier shall indemnify and hold harmless and ensure that the Company is not held liable for any claims arising out of or in connection with the Purchase Order Terms or against all third party claims of infringement of patent, trade mark, industrial design, or any other intellectual property rights arising from the acquisition or use of the Services by Company.

Supplier shall be liable for and shall indemnify, defend and hold harmless Company, its employees and directors, from and against all claims in respect of any Death or Injury to Supplier's personnel or Company's personnel or any third party and any Damage to Supplier's or Company's or any third party's property in each case caused by, or arising out of the performance of this Purchase Order Terms. "Death or Injury" includes the death of or any injury to, or the contracting of any disease or illness, physical or mental, or the suffering of mental shock or any analogous condition, by the person concerned. "Damage" means the loss or destruction or damage to, permanent or temporary, partial or complete loss of, the property.

### **7.2 Confidentiality**

The Supplier shall not, without Company's prior written consent, disclose these Purchase Order Terms, or any provision thereof, or any schedules, specifications, plans, drawings, patterns, or information supplied by Company in connection with this Contract, to any person other than a person employed by the Supplier in the performance of the Purchase Order Terms. The Supplier shall not, without Company's prior written consent make use of any document or information enumerated above except for purposes of performing the Purchase Order Terms.

In case there exists a separate non-disclosure agreement between the Parties on the subject matter contemplated herein, the same shall supersede this Clause and shall not merge upon the Contract's termination or expiry.

### **7.3 Relationship between Company and Supplier**

Company and Supplier acknowledge that they are independent contracting parties and these Purchase Order Terms do not create a general or special agency, joint venture, partnership, employment relationship or similar relationship between them. Nothing contained in the Purchase Order Terms shall oblige the Company to procure the services from the Supplier on an exclusive basis, and the Company shall be at liberty to enter into similar Purchase Order Term(s) with any other party in order to procure similar sort of services.

### **7.4 Assignment**

It is agreed that these Purchase Order Terms are personal to Supplier and that Supplier shall not in any way assign its rights or obligations under these Purchase Order Terms. Company however is entitled to assign its rights and obligations under the Purchase Order Terms to an associated company.

## **7.5 Applicable Law**

These Purchase Order Terms shall be interpreted in accordance with laws of the Islamic Republic of Pakistan.

## **7.6 Insurance**

The Supplier shall obtain insurances in accordance with the terms and conditions and other details set out in Purchase Order Terms.

## **7.7 Change Orders**

(i) Notwithstanding any provision to the contrary, the Company shall have the right, in accordance with the provisions of the Purchase Order Terms to (a) revise the scope of the Services, (b) change elements of Services already completed or being performed, or (c) add to or omit a part of Services previously authorized. Such rights shall only be exercised in accordance with the Purchase Order Terms. The Supplier may also propose a change however a change proposed by the Supplier shall not be effective until approved by the Company.

(ii) If a change in the Services is contemplated (hereinafter called "Change") the party contemplating the Change shall advise the other in writing and Supplier shall prepare and provide to Company a Change in the Services form.

(iii) Company shall review this estimate with Supplier with the intention of arriving at a mutually acceptable adjustment of the Purchase Order Terms. If Company elects to make the Change, Company shall approve Change in the Services form as a Change Order, which shall adjust Purchase Order Terms by the amount and period agreed. Upon receipt of the Change Order, Supplier shall commence performance of the Services.

(iv) If the Change initiated by Company is not to be made, the cost of preparation of the change estimate incurred by Supplier shall be promptly paid by Company to Supplier.

(v) No instruction issued by Company which is deemed to be a Change by Company shall be initiated by Supplier unless Company has approved the Change in the Services in relation to such Change.

(vi) A Change Order, when issued, shall be deemed to include the effect to the change in the Services or the circumstance covered therein on all previously authorized Services.

## **8. DISPUTE RESOLUTION**

### **8.1 Dispute Resolution**

Any dispute or disagreement that arises out of or in connection with this Contract shall first be resolved internally by both Parties within 15 calendar days of intimation, from one Party to another. However, failure to reach a conclusion shall render such dispute or disagreement to be resolved through arbitration by a sole arbitrator to be appointed with the mutual consent of the Parties. The arbitration shall be conducted in Lahore pursuant to the



Arbitration Act 1940 and rules made thereunder, amended from time to time. The award of arbitration shall stand final and binding with no rights to appeal. Costs to be borne by respective Parties.

## **9. FORCE MAJEURE**

### **9.1 Force Majeure**

A party shall not be liable for failure or delay in performing obligations hereunder if and to the extent such delay or other failure to perform its obligations under the Purchase Order Terms is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the party not involving the party's fault or negligence and not foreseeable. Such events may include, but are not restricted to, fire, acts of God, civil war, riots, and/or strikes when any of such events/circumstances are beyond the control of either or both of the parties. However, the Supplier shall immediately inform Company in writing in case of such an event. Unless otherwise directed by Company, for Force Majeure affecting Supplier, Supplier shall continue to perform its obligations under the Purchase Order Terms so far as is reasonably practicable, and shall seek all reasonable alternative means for performance not prevented by Force Majeure. It is however clarified that the current state of affairs in or pertaining to Pakistan or its surrounding countries/region does not constitute Force Majeure.

## **10. ANNEXES, APPENDICES OR SCHEDULES**

### **10.1 Schedules and Annexes**

The recitals, schedules and annexes constitute an integral part of this Contract.

## **11. TERMINATION**

### **11.1 Termination**

(i) Company may, without prejudice to any other remedy for breach of contract, by written notice of default sent to Supplier, terminate the Purchase Order Terms in whole or in part:-

- a) If Supplier fails to deliver the Services within the time periods specified in the Purchase Order Terms; or
- b) If the Supplier fails to perform any other obligation(s) under the Purchase Order Terms; and;
- c) If the Supplier, in either of the above circumstances, does not cure its failure within a period of 14 days (or such longer period as Company may authorize in writing) after receipt of default notice from Company.

(ii) In the event Company terminates the Purchase Order Terms in whole or in part Company may procure, upon such terms and in such manner as it deems appropriate, similar Services from other parties, and the Supplier shall be liable to make good any and all loss that Company may incur in this behalf, including loss of profits. However, Supplier shall continue performance of the Purchase Order Terms to the extent not terminated.

(iii) Company may at any time terminate the Purchase Order Terms by giving written notice to the Supplier,

without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right or remedy which has accrued or will accrue thereafter to Company.

(iv) In case Company terminates the Purchase Order Terms as above, Company shall be entitled to a full refund of all amounts paid for Services.

(v) In case of termination of this Contract, any letter of credit opened pursuant to the Purchase Order Terms shall be revoked. The Supplier shall ensure that the beneficiary does not make any drawings under the letter of credit after the date of termination of the Purchase Order Terms? notwithstanding that the letter of credit may not have been terminated.

(vi) In addition, Company may in its sole discretion terminate the Purchase Order Terms or any part thereof without cause at any time by giving written notice of termination to Supplier. Termination by Company in accordance with the provisions hereof shall not constitute a breach of this Supplier nor entitle Supplier to any damages or claims against the Company. If the Contract, or any part thereof, is so terminated by the Company pursuant to this clause, Supplier shall receive as compensation that portion of the Purchase Order Price due for the amount of work performed up to the date of termination. Should payments made to Supplier prior to termination be less than this amount, Company shall pay the additional amount to Supplier. Should payments already made to Supplier prior to termination be more than this amount, Supplier shall pay Company the difference. The amount due for the work performed shall be the amount that Supplier has spent plus a reasonable profit for the work performed to date.

## **12. COMPLETE CONTRACT**

### **12.1 Complete Contract**

These Purchase Order Terms constitute the complete agreement between the parties regarding the subject matter hereof and supersedes all prior negotiations, discussions, purchase order terms, agreements etc. and may only be amended in writing executed by both parties.

## **13. HEALTH, SAFETY, SECURITY AND ENVIRONMENT**

### **13.1 Employment Matters**

(i) The Contractor shall have complete discretion to select and employ such workmen and other employees as are necessary and suitable for the performance of the Services required under this Contract and the Contractor shall be responsible for hiring and firing those employees and workmen, as well as for the payment of their wages and all other benefits due to them and the shall be responsible and liable to discharge all its legal obligations towards the said workmen or other employees as their employer under the laws for the time being in force. Provided that the Company shall have the right to require the Contractor to remove/replace any such personnel from the Company's premises as are unacceptable to the Company, in its complete discretion.

(ii) Employees of the Contractor shall be provided suitable uniforms, which shall carry the distinctive mark of identification of the Contractor and who shall ensure that the uniforms worn by its employees and workmen are neat and clean and that all such employees present a well-groomed appearance while fulfilling the obligations of the Contractor and the terms under this Contract, as and when required.

(iii) The Contractor shall be liable and responsible for any loss, damage or injury caused to the business or properties of the Company by any negligence, carelessness, or by any omissions or acts of commission of whatsoever nature by the Contractor or its employees and workmen.

(iv) The employees of the Contractor shall at all times maintain proper decorum and discipline. The Contractor shall ensure that no unauthorized staff/personnel enter the Company's premises. Contractor shall ensure that its authorized representative is present throughout the period where the Services are being provided.

(v) In the event of any complaint against any employee of the Contractor, the Company shall inform the Contractor of the same who shall then take the necessary remedial action to the satisfaction of the Company on an immediate basis and inform the Company.

(vi) The Contractor shall not at any time claim from the Company for himself and/or for its workmen, or other employees, the facilities, benefits, and terms and conditions of service or any other amenities available to the employees of the Company nor shall the Contractor and/or the workmen, or other employees, of the Contractor claim or be eligible to any terms of employment or benefits, facilities or amenities of the employees of the Company nor shall they claim to have any lien for employment from the Company.

(vii) The workers or employees engaged by the Contractor to perform Services hereunder shall be workers and employees of the Contractor and such Contractor or his workers shall at no time project themselves as employees of the Company.

(viii) The Contractor shall have its employees insured against accidents resulting in Injury or Death in accordance with the Workmen's Compensation Act or any other applicable laws at the time being in force. The Contractor shall register his employees with the Old Age Benefits and Social Security Institutions and ensure that the employees are being benefited from the relevant Institution. The Contractor shall arrange for EOBI and Social Security Cards of his workforce and shall deduct monthly contribution of employees' share of EOBI and deposit with the concerned authority.

(ix) The Contractor and its employees shall be bound to obey rules prescribed by the Company while on its premises. Any omission on the part of the Contractor or the workers to abide by this condition may result in the termination of this Contract by the Company at its discretion.

(x) The Contractor shall abide by all the labour laws as applicable and shall be liable for all the benefits accruing to his workers under the labour laws, as applicable from time to time and the Contractor shall not be liable in any manner to pay such benefits. The Contractor undertakes to make all contributions required to be made by the Contractor in respect of such workers. In case the Company is in any manner held liable to make payment for and/or on behalf of the Contractor in relation to the staff/workers hired by the Contractor, the Contractor undertakes to indemnify and hold harmless the Company in such respect. Without prejudice to the generality of the aforesaid, the Company shall be entitled in such event to deduct the appropriate amount from any future payments to be made by the Company to the Contractor.

(xi) The Contractor shall be liable for all acts of its workers which would directly or indirectly injure the reputation/goodwill of the Company or cause any harm or injury to any agent or employee of the Company or any third party whilst on the Company's premises.

(xii) The Contractor shall be fully responsible for medical treatment of all kinds (including) serious disease with

complete medication for manpower/staff engaged by him for services during the Contract.

### 13.2 Health, Safety and Environment (HSE)

(i) The Contractor shall at all times during the Term ensure that it abides by all reasonable standards and applicable laws, rules made thereunder and standards of HSE. It shall further ensure that any or all its agents, employees or personnel shall always comply with all such standards and applicable laws and make sure that no deviation or violation is observed by the Company at any stage or point in time. Any unconformity observed shall be notified to the Contractor immediately by the Company and the former shall be under an obligation to take corrective measures for the same at earliest. Failure to remedy such notification by the Company may entitle the Company to take a strict action against the Contractor in a manner that the Company deems fit.

(ii) The Company shall inform the Contractor of any HSE requirements that are important or significantly integral to the Company or become an issue of compliance for the Company, so the Contractor and its personnel enables itself to comply with such HSE requirements. Such communication from the Company to the Contractor shall be made on need basis, as and when required

Signatures	
Buyer	Supplier
(Authorized Representative Signature)	(Authorized Representative Signature)
Name	Name
(Title)	(Title)
(Date)	(Date)