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| <p>Short Description of Work & Location: Upgradation of first floor Office with Media Wall along with LED TV, Feature Wall and False Ceiling</p> | <p style="text-align: center;">LM-19168-ASR2</p> <hr/> <p>Date: -17-03-2026</p> |
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1. OBLIGATIONS OF THE CONTRACTOR:

General Obligations:

- 1.1. The Contractor accepts these Terms & Conditions of the Work Order after having inspected the Site of Work and fully understood the drawings, plans and specification sheets which form part of this work order as detailed in Clause 1.4 of this work order. The Contractor shall, subject to the provision of this work order, execute the works with due care and diligence within the Time for Completion and provide all-labor, including the supervision thereof and Contractor's Equipment necessary therefore and for carrying out his obligations under Clause 1.13 (Defects).

Removal of Difficulties:

- 1.2. Any difficulties which may be faced by the contractor within the course of this work, shall neither in any way relieve him of fulfilling the terms and conditions of this order; nor entitle him to any extra payment except where agreed to in writing by PSO.

Setting out:

- 1.3. The Contractor shall be responsible for the accurate setting out of the works in relation to original points, lines and levels of reference given by PSO's Engineer in writing and for the correctness of the positions, levels dimensions and alignment of all parts of the works and for the provisions of all necessary instruments, appliances and labor in connection therewith. If, at any time

during the Progress of the works, any error shall appear or arise in the positions, levels dimensions or alignment or any part of the works, the Contractor, on being required to do so by the PSO's Engineer shall at their own cost, rectify such error to the satisfaction of the Engineer. The checking of any setting-out or of any line or level by the PSO's Engineer shall not in any way relieve the Contractor of his responsibility for the accuracy thereof. The Contractor shall carefully protect and preserve benchmarks, sight rails, pegs and other thing used in setting out the works.

Drawings and specifications:

- 1.4. The following drawings and specifications sheets enclosed shall form part of this contract.
 - (a) Drawings (As attached)
 - (b) Specifications Sheet (As attached).

A list of specifications for certain types of works and materials is appended to this contract but this does not cover all and every part of the work included in this contract. PSO's specifications for each and every material required to be- supplied or built as part of this contract shall be followed and the contractor shall ensure that the work or material for which the contractor has quoted, meets the said specifications in every way, failing which the Contractor will be required to replace the same at the contractor's own cost.

Compliance with Specifications:

- 1.5. Only first class approved quality material, workmanship and supervision will be utilized by the Contractor which shall strictly conform to the specification sheets, drawings and plans enclosed as a part of this order. PSO shall be the sole judge as to the conformity or, otherwise of the specifications, drawings and plans. The work will only be accepted after inspection and approval by PSO's Engineer/ Authorized Representative.

Contractor's Superintendence:

- 1.6. The Contractor shall constantly deploy on site an Engineer qualified as per requirements of the Pakistan Engineering Council with experience of similar works to promptly set up the work and execute any direction given , or remove and rectify any defect pointed out by PSO's Engineer/ Authorized Representative and who should be authorized to take all orders on behalf of the Contractor.

Program to be furnished:

- 1.7. After acceptance of the work order, the selected contractor shall furnish to PSO engineer a plan of work to be followed by the Contractor. The submission of such

a plan shall not relieve the Contractor of any of his duties or responsible under the contract.

Contractor's Equipment:

- 1.8. All required materials and equipment for the job including tools, diesel, electricity, welding sets, labour and camp materials shall be arranged by the contractor at the contractor's own cost unless otherwise specifically agreed.

Water, Gas, Electricity:

- 1.9. Arrangement for water and electrical power for construction purposes will be responsibility of the Contractor.

Inspection of Materials:

- 1.10. Before any Material is brought to site, the contractor should submit to PSO's engineer samples of materials proposed for use along with laboratory test results from a laboratory acceptable to PSO. The samples shall, after approval, be retained, in safe custody and the contractor shall be responsible for ensuring that the materials conforming to the approved samples are used throughout the work, failing which the materials shall not be accepted and the contractor shall be bound to remove the same from the site of work forthwith.

Equipment for Test:

- 1.11. Arrangement for the requisite plant and machinery for compaction, gradation, control, leveling instruments, templates, straight edges and other equipment shall be the responsibility of the Contractor.

Covering Up Work before Measurements:

- 1.12. The Contractor shall give not less than a week's notice in writing to the PSO's engineer before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken and recorded jointly by the contractor and PSO's engineer before the same is covered up or placed beyond the reach of measurements. If any work without the consent in writing of the engineer shall be covered up to placed beyond the reach of measurements without such notice having been given or consent obtained, the same shall be un-covered at the Contractor's expense or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Making Good Defects:

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- 1.13. During execution if any of the work done by the Contractor shall be found defective in workmanship, or by reasons of bad or inferior material, then in such a case he shall at his own risk demolish such defective work and rebuild or replace the same in a manner satisfactory to PSO. In case of default on the part of the Contractor in removing the defects and rebuilding the same in a satisfactory manner, PSO shall have the power to employ and pay other contractor(s) to carry out the same and recover all such charges from the Contractor.

Protection of Work:

- 1.14. The contractor shall protect his work from damages by traffic, weather action or otherwise till completion of the whole job and handing over to PSO's engineer.

Damage by Rain/Floods:

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- 1.15. In case of damage to any property of the Contractor or work due to rains, floods, fire calamity or any other cause whatsoever, PSO shall not be responsible or any compensation for such damage in any shape of form.

Jungle Clearance:

- 1.16. All jungle clearance before the commencement of work will be the responsibility of the Contractor and no payment will be made to him on this account.

Service Road:

- 1.17. Service road where required shall be maintained by the contractor at the contractor's own cost without any extra payment from the Company.

Removal of Workmanship:

- 1.18. The Contractor shall remove any of the contractor's men from the work site who in the opinion of PSO's engineer are found inefficient or undesirable and the contractor shall provide a substitute in his/their place without delay.

Notification of Change in Constitution of Firm:

- 1.19. Any change in the agreement among partners of a contractor or any change in the constitution of their firm shall be notified forth with by the contractor to PSO for information.

Reconciliation of Material:

- 1.20. On completion of the work, the Contractor will provide a reconciliation of the materials provided to them by PSO for the work done. Any leftover material has to be returned to the PSO and an acknowledgement thereof obtained by the

Contractor. The contractor will nominate in writing an authorized representative together with his/ their specimen signature to receive and acknowledge receipt of materials from PSO. The contractor will promptly notify in writing changes in such representatives.

Clearance of Site on Completion:

- 1.21. From time to time during the progress of the works, the Contractor shall clear away and remove from the site all surplus materials and rubbish and on completion of the works all Contractor's equipment and leave the entire site in clean and working condition to the reasonable satisfaction of the Engineer.

2. Time for Completion:

- 2.1. The work shall be commenced by the contractor within “ ”_ days of the signing of this work order, and shall be completed passing the quality tests within ---days thereafter. (as per RFQ)

Application for Extension of Time:

- 2.2. The need for time extension can arise as a result of:
(a) Extra or additional work (b) changes in design/specifications, (c) PSO could not meet its obligations within time such as possession of site, supply of materials, provision or drawing/design, etc, (d) any cause beyond the reasonable control of contractor. In such cases application for extension of time for completion must be in writing by the Contractor at least midway before the expiry of the completion period. It must clearly state the reason(s) for which extension is requested and the additional time required and provide supporting justification. The decision of PSO's Engineer/ Authorized Representative regarding imposition of damages or Extension of completion date shall be final and binding on the Contractor. No post facto application for extension shall be entertained.

Liquidated Damages for Delay in Completion or Cancellation for Non-Completion:

- 2.3. In the event of Contractor's failure to complete the work within the time stipulated in Clause 2.1 Above or cancellation of the work order per clause 11.2, the Contractor shall be liable to pay and PSO will in that event be entitled to deduct from his bills for work given in this order or other works done by him for PSO or from any amount due to him by PSO or through encashment of his Performance Bond per clause 3.7. a sum of Rs. **0.1% of Work Order Value** per day as liquidated damages for the period which the said work remains incomplete or fails to pass the quality tests subject to a maximum 10% of work order amount.

Suspension of Work:

- 2.4. No compensation for the suspension of work-due to any cause whatsoever shall be paid to the Contractor.

3. FINANCIAL TERMS:

Prices:

Taxation & Liabilities:

- 3.1. Along with a final all inclusive price, the bidder shall provide a breakdown of its quoted rates showing clearly, amongst other price components, the amount and name of the tax and/or taxes in the quoted rates.

Notwithstanding anything else contained herein, all rates quoted by the bidder shall be deemed to be all inclusive including but not limited to being inclusive of all taxes, levies, duties, transportation costs, license fees etc.

Terms of Payment:

- 3.2. Running payment to the Contractor will be made during execution of work on submission of Bills depending on progress. The value of each running bill shall not be less than 20% of the total work order amount. All such running payments shall be regarded as advances. However, where the value of work order is above Rs. 500,000/= a running bill for 10% of the work order amount will be accepted for payment in the manner aforesaid.

- 3.2.1 (a) On satisfactory completion of work, there shall be a joint measurement of work by the PSO's Engineer and the Contractor. Any difference shall be resolved at site and an agreed Bill of Quantities arrived at and signed unconditionally by both parties. Based on the Bill of Quantities determined as aforesaid the contractor shall submit a final bill together with a No Demand Certificate in the form specified by PSO to qualify for Payment of Contractor's final bill. Along with the joint Measurement (Final MB), Contractor will also submit a declaration that quantities and measurement given therein are true and correct which will also countersigned by Project Engineer. It will also authorize the Company to adjust any overpayment against 10% Security Deposit.

(b) PSO's Internal Audit Department or an Independent Quantity Surveyor appointed by the PSO shall carry out & conclude post audit check of measurements within a period of one year from completion-date in the presence of Project Engineer & Contractor or his representative. Measurement verified by the Audit will be considered as final and any over payment will be adjusted against security deposit .

Earnest Money Forfeiture:

- 3.4. Should the Contractor fail to commence the work as specified in Clause 2.1 or request withdrawal from work order or its modification, the full value of the earnest money, if any, deposited with the tender shall be forfeited by PSO.

Refund of Earnest Money:

- 3.5. Earnest-money will be refunded along with the 1st running bill provided the security deposit deducted from the bill is higher than the earnest money. Earnest money will also qualify for refund where the Contractor furnishes a Performance Bond Pursuant of Clause 3.7.

Security Deposit Forfeiture:

- 3.6. In case the Contractor fails to execute the work in accordance with the terms and conditions of the contract, the security deposit and the guarantee offered in respect of advance payments, if any, shall be forfeited to the credit of PSO and interest on advance payments will also be recovered from the Contractor at the rate, of 16% of the amount involved.

Performance Security:

- 3.7. For Service Order exceeding Rs. 500,000/- the successful bidder shall provide Performance Guarantee for a total of 10% of the Service order amount.

The Performance Security shall be applicable according to following:

The amount equal to 2% of bid value to be retained in advance prior to issuance of the work order subsequently 8% of contract value shall be deducted from contractors' running bills. This would amount to a total of 10% retention as defect liability with PSO at the time of completion of the work/job. Indenting department will ensure that 10% of work order amount as security deposit is available till the final bill.

Encashment of Performance Security:

- 3.8. If PSO considers itself entitled to any claim under the Performance Security, PSO shall inform the Contractor specifying the default of the Contractor upon which it relies. Should the Contractor fail to remedy such default within 10 days after the receipt of such notice, PSO shall be entitled to encash the equal amount of Performance security without further notice to the contractor .

Force Majeure

- 3.9. An event of force majeure is an event or circumstance which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent provided that event or circumstance is limited to the following:
- a) **riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority or any kind of Government restriction;**
 - b) **ionizing radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;**
 - c) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
 - d) earthquakes, flood, fire or other physical natural disaster, pandemic (COVID-19 or any other event which is beyond the reasonable control of the affected party), but excluding weather conditions regardless of severity; and
 - e) strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labour not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the works but excluding any industrial dispute which is specific to the performance of the works or this contract."

Further matter may be negotiated between the parties when such circumstances risen to effect and clearly identifies the risk allocation between the parties.

4. PRICE ESCALATION

4.1 It should be clearly understood by the Contractor that no claim or demand [or increase of rates already quoted shall be entertained on ground of market fluctuation or for any other reason during the currency of this contract, except on steel and cables covered under following methodology.

4.2 Methodology for Escalation

4.2.1. Contractor shall quote rates on the basis of the Pakistan Institute of Cost & Contracts (<http://picc.org.pk>) provided by the subsidiary of Pakistan Engineering Council to refer the prevailing rates in the respective area of Pakistan for materials and composite rates of items.

- a) Escalation will be allowed only, when actual variation in price or significant change in cost of material equal to or exceeding 10% of variation on service order .

4.2.2. For EPC or Lump sum contracts, Base component and Premiums component shall be determined in consultation with the contractor.

4.2.3. Work order will be placed to lowest-bidder on the bids received, with clause for price adjustment for only two items:

- Steel
- Cables
- Pipes

4.2.4. On placement of work order a schedule will be agreed with the Contractor for procurement of scalable construction material as mentioned above.

4.2.5. Contractor shall continue work & get running payments based on work order rates.

4.2.6. Price adjustment shall be done on the completion of the project based on the rates published in **The Pakistan Institute of Cost & Contracts** (<http://picc.org.pk>) referred rates of material or composite rates given according to main cities of Pakistan. The contractor shall be agreed according to PICC rates or schedule provided on their website, thus escalation and de-escalation shall be applicable as per agreed schedule. Escalation impact due to deviation from agreed schedule shall be borne by the contractor whereas de-escalation benefit shall be passed to PSO.

4.2.7. Difference in prices for the purchase period & the prices for bidding reference period shall be the basis for escalation/de-escalation.

4.2.8. If difference in the range of +5 & -1 % for any escalable item no escalation or de-escalation shall be considered

4.2.9. Escalation shall only be applicable on those work orders where escalable materials as mentioned above constitute, more than 10% of total work order value.

4.2.10. Escalation will be calculated as under only, on 'the base component.-

$$Es = \frac{B-A}{A} \times 100 = X\%$$

A = Price on which bid is based

B = Price for procurement period

If Es is more than +5% then, item rate will be adjusted upward as under:

$$R_n = R + (B - 1.05A)$$

R_n = New Rate

R_e = Contract rate

If Es is less than -1% then item rate will be adjusted down ward as under:

$$R_n = R_c - (0.99A - B)$$

R_n = New rate

R_c = Contract rate

4.2.11. The rates which are not published in the PICC, following Reports/Price List shall be used to determine the % price differentials:

Pakistan Steel Mills for Steel Plates

MEPS Average World Steel for Structural steel

Transaction price

I.L.L - for G.I pipes

Huffaz Pipes - for Steel pipes

Pakistan Cables - for Electric cables

5. VARIATIONS

- 5.1. PSO reserves the right to increase or decrease the quantity of work or change to modify or delete any item of work at its sole discretions for which the contractor shall not be entitled to any compensation (After opening of the bids or during execution of the contract, where deemed necessary). No extra work or additional item of work shall be carried out by the contractor without written instructions from PSO's Head Office in Karachi which issued this work order.
- 5.2. Where the Contractor is requested by PSO's Head Office in Karachi to carry out an extra item of work, the Contractor shall promptly comply with such a request. The price for such an extra item shall be determined on the basis of rate(s) for similar items already in the work order.
Where this is not possible, the actual cost of materials and labor shall be determined and this will be added up to a maximum of 20% towards the Contractor's overheads and profit.
- 5.3. All extra items of work shall be promptly entered in the Measurement Book (MB) at site and each such entry jointly signed and dated by the PSO's Engineer/Representative and the Contractor.

- 5.4. A separate bill for all extra items of work shall be prepared by the Contractor and duly verified as per Clause 3.2.1

6. COMPLETION CERTIFICATE:

- 6.1. On completion of work of which PSO shall be the sole judge, a certificate by PSO's Engineer to the effect that the work has been completed and work site has been cleared by the Contractor.

7. DEFECTS LIABILITY PERIOD:

- 7.1 The Contractor shall be fully responsible for the rectification and/or replacement of the defects that may show up in the work due to imperfections in workmanship and/or poor choice of material during the period of the contract and for a period of one year after the actual date of completion as Stated in the Completion Certificate as per Clause 6.1 or the date of payment of final bill whichever is earlier.

8. SAFETY/COMPLIANCE WITH SAFETY/SECURITY RULES/REGULATIONS:

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

Accident Prevention:

- 8.2 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 suite, 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.

Liability for Injury or Accidents:

- 8.3 The contractor shall be fully responsible for any accident fatal or otherwise caused while executing the work to himself, his staff, his sub-contractor 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 PSO absolutely indemnified and free from such responsibility.

9. RESOLUTION OF DISPUTES

Adjudication:

9.1 If any disputes of difference concerning the following matters ("The Dispute") shall arise between the Contractor and PSO in connection with or arising of this Purchase order/Service order, the parties shall attempt to settle such dispute in the first instance within twenty-one (21) days, or such shorter period as the parties may agree by mutual discussions between the contractor and PSO.

a) (a) Quality of job (b) Quantity of completed job (c) Claim for an extra/additional item of job (d) determination of compensation for an extra/additional item of job (e) deduction for an item of job/work not carried/delivered or omitted after issuance of Purchase order/ Service order (f) any other dispute or difference which parties may mutually agree to refer to an expert.

b) If the Dispute cannot be settled within such twenty-one (21) days period, the Dispute may be referred to an expert for determination.

9.1.1 Either party may given notice ("Notice of Intention to Refer") to the other party of its intention to so refer the Dispute. The Party giving that notice is referred to herein as the "Applicant" and the party to whom such notice is given is referred to herein as the "Respondent"

b) A Notice of Intention to Refer shall include, inter alia:

i) A Description of the Dispute:

ii) The grounds on which the applicant relies in seeking to have the dispute determined in its favor, and

iii) All written material which the Applicant proposes to submit to the expert, provided, however, that this paragraph shall not be construed so as to prevent the Application from using or producing further written material which comes into existence or comes to the Applicants attention after the notice of intention of refer is given, but in such event the respondent shall be allowed a reasonable time to respond thereto

(c)The Respondent shall within ten (10) Days after work/service of the Notice of Intention to Refer, give to the Applicant a notice of intention to defend which shall include, inter alia:

i) The grounds upon which the Respondent relies in seeking to have the question determined in its favor, and

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- ii) All written material that the Respondent proposes to submit to the expert, provided that this paragraph shall not be construed so as to prevent the Respondent from using or producing further written material which comes into existence or comes to the Respondent's attention after the Notice of Intention to Refer is given, but in such event the Applicant shall be allowed a reasonable time to respond thereto.
- d) If within fifteen (15) days after receiving of a Notice of Intention to Refer, the Parties have agreed on an expert and on the terms under which the Dispute shall be referred, the Dispute shall be so referred.
- e) In the event that the parties are unable within fifteen (15) Days after work/service of an Notice of Intention to Refer to agree upon an expert to be appointed hereunder upon the terms of such expert's or both, then it shall be determined in the following manner.
- i) Either party may request to appoint an expert and the terms of reference of such expert's appointment shall be those set out in the Notice of Intention to Refer.
- ii) Within seven (7) Days of the appointment of the Expert, the expert shall nominate a time and place in Pakistan for a hearing of the parties on the Dispute which time shall not be more than fifteen (15) days after the expert's appointment.
- iii) The parties shall not be entitled to apply for discover of documents but shall be entitled to have access to the other party's records and data.
- iv) At the time nominated for the hearing, each party must appear before the expert and present its case.
- v) The expert must finalize his determination on the Dispute as soon as possible after completion of the hearing and must forthwith the parties in writing of his determination and his reasons therefore;
- vi) The proceedings shall be without prejudice and any evidence given or statements made in the course of the hearing may not be used against a party in any other proceedings:
- vii) The proceeding shall not be regarded as an arbitration and the laws relating to commercial arbitrations shall not apply and
- f) The determination of the expert shall be final and binding upon both parties upon the delivery to them of the expert's written determination, save in the event of fraud, serious mistakes or miscarriage.

- g) If the Expert does not arrive at a determination within a period of sixty (60) days of his appointment or such longer or shorter period as the parties may agree in writing, either party may, upon given notice to the other, terminate such appointment, and a new expert shall be appointed who shall resolve the Dispute in accordance with the provisions of this Clause 9.1
- h) The cost of expert adjudication shall be paid as determined by the Expert Adjudicator.

Arbitration:

9.2 If at any time any question, dispute of difference shall arise between PSO and the Contractor in connection with or arising out of this contractor while carrying out the works/services/goods (whether during the progress of the jobs or after their completion/delivers and whether before or after the termination, abandonment or breach of the contract) which cannot be settled amicably and referral to an Expert Adjudicator is not required as per Clause 3.1 either party shall, as soon as reasonably practicable, but not earlier than two weeks after a request to settle the dispute amicably has been made to the other party, give to the other party notice in writing of the existence of such question, dispute or difference specifying the nature and the points at issue and the same be finally settled by Arbitration, according to Pakistan Arbitration Act 1940 and statutory amendment thereof.

9.2.1 The Contractor shall not stop the services during pendency of the arbitration proceedings but shall continue to execute the work/service with all due diligence the venue of Arbitration shall be Karachi, Pakistan. However in case of dispute due to supply of goods PSO shall give written notice to the contractor whether to provide equipment in accordance with term of contract & specification or hold till the decision to be made. While contract shall indemnified PSO from all cost & liabilities due to delay in dispute resolution.

10. INDEMNIFICATION:

10.1 The Contractor shall be solely responsible against all claims from his partners workmen, sub contractor, suppliers, tax authorities, bankers, lenders for any liability, payment or obligation which the Contractor may incur or be required to discharge as a result of the performance of job against this purchase order/service order. In the event PSO has to pay any sum or amount to Contractor's partners, workmen, sub-contractor, suppliers, tax authorities, bankers, lenders on account of any liability or obligation to the discharged by Contractor for whatsoever reason, the Contractor shall indemnify and keep

indemnified PSO for whatsoever payment made for and on behalf of Contractor; and keep PSO safe and harmless against all actions, damages, costs, charges, and expenses incurred or loss suffered thereby and/or under the purchase order/service order.

The Contractor hereby authorize PSO to deduct/adjust all the amount/payment due from him to the company from his outstanding bills.

11. CANCELLATION:

- 11.1 The PSO may at any time at its sole option terminate this Purchase order /service order upon ten days notice to the contractor without assigning any reason whatsoever.
- 11.2 In the event of the Contractor failing to complete the jobs within delivery date stipulated in the system generated printed paper service order copy duly signed by authorized official. PSO at their discretion may rescind this Service order and employ and other Contractor/Contractors to complete the jobs without prejudice to the rights of PSO reserved.
- 11.3 In addition to Clause 11.1 and 11.2 here in above, PSO shall have the right to cancel this purchase order/service order on account of any of the following in respect of which
- PSO shall be the sole judge.
- (a) The Contractor fails to commence job as provided under Clause 2.1 above.
 - (b) Progress of work is unsatisfactory.
 - (c) The quality of work/services done is not in accordance with the specifications or with generally accepted standards for such work.
 - (d) The Contractor has become bankrupt or insolvent.
 - (e) The Contractor has died unless PSO accepts the proposal made by his heirs to continue with the execution of the purchase order/service order.
 - (f) It has become necessary to cancel the Purchase order/service order for any reason whatsoever.

12. COMPLAINT / CANCELLATION OF ORDER / BLACKLISTING:

In case of complaint against the vendor, PSO reserves the right to hold an enquiry against the conduct of the vendor. When the vendor is found guilty of any of the following, the PSO may blacklist and cancel the order of the vendor:

- General conduct of the vendor found unsatisfactory.
- Indulged in malpractices.
- Willfully tries to deceive the company.
- Supplies the material which is off-specification to the sample.
- Refuses to replace defective material.
- Does not meet delivery schedule and causing loss or affecting the operations of Company adversely without giving any satisfactory justification.
- Violates the terms and conditions of the Purchase Order without seeking prior approval from the company.

Blacklisted vendor shall not be eligible for future contracts and the company name with address and other data shall be also publicized on PSO and PPRA websites

13. ASSIGNMENT AND SUB-LETTING:

- 13.1 The contractor shall not assign or sub-let the contract or any part thereof or any benefit, obligation or interest therein or there under without the prior written consent of PSO which shall not be unreasonably withheld. Any such consent, if given, shall not relieve the Contractor from any liability or obligation under the contract.

14. NOTICES TO CONTRACTOR:

- 14.1 All certificates, notices or written orders to be given to the Contractor by PSO or its Engineer under the terms of this contract shall be served by sending the same by post, courier services, cable, telex/fax or leaving the same at the contractor's principal place of business or to such other address as the Contractor shall nominate in writing for that purpose and the same shall be considered to have been served.

15. AFFIRMATION:

- 15.1 The Contractor declares and affirms that neither he nor any of his representative has paid or undertaken to pay in the future any commission, bribe, pay-offs or any other illegal payments and that he or any of his representatives has not in any other way or manner paid any sums, or given or offered to give any gifts and presents to any person to procure this contract. and the Contractor undertakes not to engage in any of the said or similar acts during the terms of and related to this work order.

16. ACCEPTANCE OF WORK ORDER:

- 16.1 By signing the contract, the Contractor certifies acceptance, without any reservations, of the clauses and the terms and conditions of this work order and any Special Conditions included therein.

In case the Contractor, at the time of signing the contract, conveys and reservations or required any addition/modification to the PSO's Conditions including Special Conditions, this work order will be considered as void unless PSO agree in writing before commencement of work to changes in Terms and Conditions/Special Conditions desired by the Contractor.

WITNESSED BY PSO's
REPRESENTATIVE

SIGNATURE OF THE
CONTRACTOR:

SIGNATURE:

NAME:

NAME: