Transportation Services across Pakistan

Framework Agreement

Framework Agreement

This Framework Agreement is made on this _____ day of _____, 2027 (hereinafter "**Framework Agreement**")

By & Between

PAKISTAN STATE OIL COMPANY LTD, a public limited company incorporated and functioning under the laws of Islamic Republic of Pakistan, having its registered address at PSO House, Kahayan-e-Iqbal, Clifton Karachi (hereinafter referred to as the "**Company**") which expression, wherever the context permits, shall mean and include its successors-in-interest, administrators and permitted assigns) of the First Part;

And

----------, private/public limited company / partnership firm / sole proprietorship incorporated under the laws of Islamic Republic of Pakistan and having its registered office at ---------- (hereinafter referred to as the "**Contractor**"), which expression, wherever the context so permits, shall means and include its successors-in-interest, and permitted assigns), of the Second Part;

(Hereinafter the "**Company**" and the **"Contractor"** may collectively be referred to as the "**Parties**" and individually as a "**Party**")

RECITALS

WHEREAS

A. The Company published prequalification advertisement dated: _____ in the newspaper [mention the names of the newspaper] for Transportation services across Pakistan on as and when required basis (the **"Services"**); and

B. Pursuant to the above referred Advertisement, the Contractor participated in the said prequalification process and after evaluation by the Company, the Contractor was determined as prequalified, therefore, this Framework Agreement is executed between the Company and the Contractor.

NOW, THEREFORE, The Parties hereby agree as under:

1. SCOPE

The Contractor agrees to provide Services to the Company during the term of this Framework Agreement, which constitutes a standing offer from the Contractor to provide the said Services to the Company, on as and when required basis by the Company through a Call-off Contract.

2. ENTIRE AGREEMENT

The following documents shall be deemed to form and be read and construed as part of this Framework Agreement and, where specifically indicated, to any Call-off Contract awarded to the Contractor hereunder:

Section A: Framework Agreement General Provisions

Section B: Framework Agreement Specific Provisions

Schedule 1: Schedule of Requirements

Schedule 2: Secondary Procurement

Schedule 3: Call-off Contract: General Conditions of Contract (GCC)

Schedule 4: Call-off Contract: Special Conditions of Contract (SCC)

For the avoidance of any doubt, it is clarified that all the above mentioned documents, including this Framework Agreement, shall jointly constitute the entire contract between the Parties and shall be read collectively as "Framework Agreement" wherever used in the said documents. However, in case of any conflict between the terms and conditions of the above referred documents, the provisions of the Framework Agreement Specific Provisions shall prevail to the extent of such conflict.

IN WITNESS WHEREOF, each Parties has caused this Framework Agreement to be executed by its duly authorized officer as of the day, month and year first above written.

For and on behalf of the Pakistan State Oil Co. Ltd.

Signed: _____

Full name:

Agency: M/s. Pakistan State Oil Co. Ltd

In the capacity of: Sr. Manager (P&S)

In the presence of Depty General Manager (P&S)

For and on behalf of the Contractor

Signed: _____

Full name: ----------

In the capacity of: [*insert title or other appropriate designation*]

In the presence of [*insert identification official of witness*]

Witness No. 1

Signature: _____
Name: _____
Designation: _____
CNIC: _____

Witness No. 1

Signature: _____
Name: _____
Designation: _____
CNIC: _____

Witness No. 2

Signature: _____
Name: _____
Designation: _____
CNIC:_____

Witness No. 2

Signature: _____
Name: _____
Designation: _____
CNIC:_____

Section A
Framework Agreement General Provisions (FAGP)

1. Definitions

The following words and expressions shall have the meanings hereby assigned to them;

a) "Business Day" means any day other than Saturday, Sunday or any other day which is announced by the Government of Pakistan as public holiday.

b) "Call-off Contract" is a contract awarded by the Company to the Contractor pursuant to this Framework Agreement on as and when required basis, through a Secondary Procurement process, for the provision of required Services.

c) "Commencement Date" is the date when this Framework Agreement is duly executed by both Parties.

d) "Contract Price" is the price payable to the Contractor by the Company which is specified in the Call-off Contract, subject to such additions, deductions and adjustments as may be made by the Company pursuant to this Framework Agreement.

e) "Day" means calendar day.

f) "Services" means **Providing Transportation Services across Pakistan**, which the Contractor is required to provide under a Call-off Contract on as and when required basis.

g) "In Writing" means communicated or recorded in written form. It includes, for example: mail, e-mail, fax or communication through an electronic system (provided that the electronic system is accessible, secure, ensures integrity and confidentiality, and has sufficient audit trail features).

h) "Secondary Procurement" is the method used to select a Supplier and award a Call-off Contract under this Framework Agreement.

i) "Contractor" means the person who has been defined in the introduction of the Parties in the Framework Agreement.

j) "Term" mean the duration of this Framework Agreement as described in the **FA Specific Provisions** starting on the Commencement Date.

2. Framework Agreement Documents

2.1 This Framework Agreement (FA) shall be read as a whole. Where a documents is incorporated by reference into this Framework Agreement, it shall be deemed to form, and be read and construed, as an integral part of this Framework Agreement.

2.2 This Framework Agreement also includes the documents specified in the **FA Specific Provisions ("FASP")**.

3. Contractor's Obligations

3.1 The Contractor shall provide the Services to the Company, as described in the **Framework Agreement Schedule 1: Schedule of Requirements**, for the Term of this Framework Agreement, in accordance with the terms and conditions stipulated in the Framework Agreement.

3.2 During the Term of this Framework Agreement, the Contractor shall continue to be eligible and qualified, and he shall make sure that the Services shall continue to be eligible, as per the qualification and eligibility criteria stipulated in the Primary Procurement process and the provisions of sub-paragraphs **3.3 (a)** to **3.3(c)** below. The Contractor shall notify to the Company immediately, in writing, if it ceases to be qualified and/or ceases to be eligible, or the Services cease to be eligible under this Framework Agreement.

3.3 The Contractor undertakes to provide the Services under a Call-off Contract. The Services to be provided by the Contractor shall be:

a) of the quality, type and as otherwise specified in the **Framework Agreement, Schedule 1: Schedule of Requirements,**

b) At the Contract Price specified in the **FA Specific Provisions;** and

c) In such quantities, and shall be available at such times and to such locations as specified in the Framework Agreement, Schedule 1: Schedule of Requirements or call-off contract.

3.4 The Contractor agrees that the Call-off Contract General Conditions of Contract and SCC set out in the Framework Agreement, Schedule 3 and 4, shall apply to the Services.

4. Continued Qualification and Eligibility

4.1 To continue to be eligible, the Contractor shall not have been sanctioned pursuant to the Anti-Corruption Laws, and in accordance with the prevailing sanctions policies and procedures as set forth by the Public Procurement Regulatory Authority or any other authority established under the law for the time being inforce. 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 the Public Procurement Regulatory Authority or any other competent authority.

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

5. Term

5.1 This Framework Agreement shall come into force on the Commencement Date hereof and shall continue until the end of the Term as specified in the **FA Specific Provisions** unless terminated earlier in accordance with the provisions of this Framework Agreement.

5.2 Unless otherwise terminated in accordance with its term and conditions, this Framework agreement shall not exceed **3** years.

6. Representative

6.1 The representatives of each Party, who shall be the primary point of contact for the other Party in relation to matters arising from this Framework Agreement, are specified in the **FA Specific Provisions.** Should the representative be replaced, the Party replacing the representative shall promptly inform the other Party 'In Writing' of the name and contact details of the new representative. Any representative appointed shall be authorized to make decisions on day to day operation of the Framework Agreement.

7. Role of the Company.

7.1 The Company is responsible for all matters pertaining to the Framework Agreement including, amendments, suspension and termination of this Framework Agreement. For matters relating to individual Call-off Contracts, all communications, including notices, must be made to the Company's representative named in the Call-off Contract.

8. Contract Price

8.1 The Contract Price for each Call-off Contract, shall be determined as specified in the **FA Specific Provisions**.

9. Performance Security (or Guarantee)

9.1 The Contractor shall submit performance guarantee in the shape of Pay Order, Demand Draft, CDR, Bankers Cheque, Cashier's Cheque, Bank Guarantee or deduction through monthly bills, at the rate of ten percent (10%) of the contract value to the Company in relation to the performance of a specific Call-off Contract. In case of failure of the Contractor to perform its obligations under the Framework Agreement and / call off contractor, the Company shall be entitled to en-cash the Performance Guarantee of the Contractor without any prior written notice. The Performance Guarantee shall be returned to the Contractor upon satisfactory discharge of its obligations by performance under the Framework Agreement.

10. Language

10.1This Framework Agreement, and any Call-off Contract, as well as all correspondence and documents relating to this Framework Agreement, and any Call-off Contract, exchanged by and

between the Company and the Contractor, shall be written in the language specified in the **FA Specific Provisions**. Supporting documents and printed literature that are part of this Framework Agreement, and any Call-off Contract, may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for the purposes of this Framework Agreement, and any Call-off Contract, this translation shall govern.

10.2 The Contractor shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

11 Notices

11.1 Any notice given by one Party to the other pursuant to this Framework Agreement shall be in Writing to the address specified in the **FA Specific Provisions**. A notice shall be effective when delivered to the recipient.

12 Fraud and Corruption

12.1 The Company requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Primary or Secondary Procurement process or execution of a Call-off Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

13. Confidential Information

13.1 All Confidential Information of any sort whatsoever received by the Contractor directly or indirectly in connection with this **Framework Agreement** shall be kept confidential by the Contractor.

13.2 All reasonable precautions shall be taken by the Contractor to ensure that all Confidential Information of the Company is treated as confidential and is not disclosed or used other than for the purposes as set out in this Framework Agreement and use the same care and discretion to avoid disclosure, publication, or dissemination of Confidential Information received from the Company as it uses with its own similar information that it does not wish to disclose, publish, or disseminate. Provided, however, that the Contractor may, with the written consent of the Company, disclose the Confidential Information to the extent necessary for the purpose of this Framework Agreement to such of the following persons who reasonably require the same:

(i) employees, officers, directors, agents, auditors and other representatives of the Contractor; and

(ii) to any professional consultants/advisors retained by the Contractor acting for the purpose of advising the Contractor on this Framework Agreement.

13.3 In the event the Contractor receives any lawful order from a court, regulatory authority, or any government agency which the Contractor or its authorized representatives are bound to comply with and to disclose the Confidential Information of the Company, the Contractor shall notify the Company immediately, to the extent it is legally permitted to do so, in order to provide the Company the opportunity to seek an appropriate protective order. Subject to such notice to the Company, the Contractor may disclose such Confidential Information only to the limited extent required to comply with such order/direction.

13.4 For the purpose of this Framework Agreement "Confidential Information" means and includes (i) all information and materials not generally known to the third parties and includes, but is not limited to, information and materials relating to any of the following matters or things of the Company, its affiliate or its employees, namely research and development activities, inventions, discoveries, findings, designs, ideas, products, services, sales, marketing plans, strategies, manufacturing processes and methods, costs, sources of supply, customer lists, profits, profit margins, methods, personnel information, business relationships and the filing or pendency of unpublished applications for patents, utility models, and designs that the Company may receive or has received belonging to its customers and/or other persons who do business with the Company; (ii) intellectual property of the Company; (iii) contents of this Framework Agreement and amendments thereto, if any, and (iv) any other information identified by the Company as confidential. The Confidential Information will not include the information which:

(i) is or becomes publicly available (other than as a direct or indirect result of any breach of this Framework Agreement) and could be obtained by any person with no more than reasonable diligence at the time of disclosure;
(ii) is known to the Contractor before the date it is disclosed by the Company or its representative or is lawfully obtained by the Contractor or its representative after that date, other than from a source which is connected with the Company and which, in either case, has not been obtained in violation of, and is not otherwise subject to, any obligation of confidentiality to the Company.
(iii) the Contractor can show that it was developed independently by it prior to its disclosure by the Company;
(iv) the Contractor can show that it was made available to it by a third party, which the third party obtained or developed through lawful means; and
(v) is approved for release by written authorization of the Company.

14. Governing Laws

14.1 The provisions of this **Framework Agreement** and any matter related hereto shall be governed and construed in accordance with the laws of **Islamic Republic of Pakistan** and the courts at Karachi

shall have the exclusive jurisdiction in the matter arising out of or relating to this Framework Agreement.

15. Change to the Framework Agreement

15.1 Any change to this Framework Agreement, (subject to the condition that the total duration of the framework agreement shall not exceed three year), must be in Writing and signed by both Parties. A change can be made at any time after this Framework Agreement has been signed by both the Parties, and before it expires. Any change to this Framework Agreement shall be made by the Company as per **FAGP section 7** and must be in writing and signed by both the Parties.

16. Termination of the Framework Agreement

16.1 The Company may at any time at its sole discretion terminate this Framework Agreement upon (30) days notice to the Contractor without assigning any reason whatsoever.

16.2 In the event of the Contractor failing to provide the services to the Company within delivery date stipulated in this Framework Agreement or the system generated service order duly signed by the authorized representative of the Company, the Company may, at its sole discretion, terminate this Framework Agreement and procure the same Services through any other contractor /contractors, and in case the Company is required to pay the more amount for the procurement of such Services from the other contractor, the difference amount shall be recovered either from the pending bills of the Contractor or from the Performance Guarantee of the Contractor. In addition to the same the Company may also impose penalty on the Contractor for its failure to provide the requisite Services.

16.3 In addition to Clause **16.1** and **16.2** hereinabove, the Company shall have the right to terminate the Framework Agreement on account of any of the following reasons in respect of which the Company shall be the sole judge:

a) The Contractor fails to commence the assigned job within stipulated time as mentioned in the Framework Agreement;
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 legal heirs to continue with the performance of the Framework Agreement. This condition is only for the case where the Contractor is an individual; or
f) It has become necessary to cancel the Framework Agreement for any reason whatsoever not mentioned herein.

17. Consequence of expiry or termination

17.1 Upon expiry, or earlier termination of this Framework Agreement, all Call-off Contracts entered into under this Framework Agreement shall continue in full force and effect unless otherwise terminated under the **Call-off Contract General Conditions of Contract**. However, no further Call off Contracts shall be awarded once the Framework Agreement is terminated or expired.

18. Dispute resolution in relation to this Framework Agreement

18.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Framework Agreement, any Call-off contract or their interpretation. The Parties shall attempt in good faith to settle such disputes amicably in the first instance within thirty 30 days from the date when such dispute is communicated by one Party to the other in writing. In case the Parties fail to resolve the dispute amicably within thirty (30) days of a dispute being raised, the matter shall be finally decided through arbitration. The General Manager (Procurement and Services) of the Company shall be the sole arbitrator for the purposes of all the disputes arising out of this Framework Agreement.

18.2 Arbitration shall be held in accordance with the provisions of the Arbitration Act, 1940, as amended from time to time, and the award of Arbitrator shall be final and binding on both the Parties. The venue of such arbitration shall be Karachi, Pakistan and the language of arbitration proceedings and award shall be English.

18.3 The Parties may mutually decide that during the pendency of the arbitration proceedings (except for the disputed matters) all other rights and obligations of the Parties shall continue to subsist and shall not be effected due to the arbitration proceedings.

18.4 The provisions of this Framework Agreement and/or Call-off Contract or any matter related hereto shall be governed and construed in accordance with the laws of Islamic Republic of Pakistan and the courts at Karachi shall have the exclusive jurisdiction in the matters arising out of or relating to this Framework Agreement.

18.5 The Contractor shall not stop the services during pendency of the arbitration proceedings but shall continue to perform its obligations hereunder with all due diligence. However, in case of dispute due to provision of required Services, the Company shall give written notice to the Contractor whether to continue providing the requisite Services to the Company in accordance with term of contract and conditions of this Framework Agreement or to hold the Services till the decision to be made by the Arbitrator. The Contractor shall have no claim against the Company on account of any

delay in dispute resolution.

19. Contractor's Responsibility

19.1 The Contractor shall provide the Services in accordance with **GCC Section 12, and the delivery / completion dates or schedule, as per Schedule 1: Schedule of requirements.**

20. Patent Indemnity

20.1 The Contractor shall fully indemnify, defend and hold the Company, its affiliates, officers, directors, employees, agents, successors and assigns (each as **"PSO Indemnitee"**) harmless from and against any and all losses arising out of or relating to any claim:

(a) that the Services or any deliverable provided to the Company by the Contractor infringe upon the intellectual proprietary rights of such third party;

(b) alleging a violation of laws or regulations or a failure by the Contractor to obtain required permits, rights or licences or otherwise;

(c) alleging a breach by the Contractor of any obligation, representation or warranty made by the Contractor in bidding documents/purchase order with respect to a confidential information;

(d) alleging a breach by the Contractor or its employees of the Company's policies or procedures in effect;

(e) arising out of or in connection with the injury of or damage to any person or real or tangible personal property to the extent such injury or damage is proximately caused by the negligence or misconduct of any person for whose conduct Contractor is liable; or

(f) arising out of or in connection with any claim for payment of compensation, salary or benefits asserted by an employee of the Contractor or arising out of removal of a Contractor's employee.

The Contractor shall at its own expense, defend any claim, suit or action brought against the Company by third parties for infringement or misappropriation of a third party's copyright, patent, trade secret or other intellectual property rights by the Contractor as a result of this Framework Agreement, and shall pay any damages or settlement assessed against the Company under such claim.

20.2 In case of any such proceedings against the Company or its officers, or directors, the Company shall give notice to the Contractor to defend the same at its sole costs and effects for and on behalf of the Company. If the Contractor fails to notify to the Company within ten (10) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Company shall be free to conduct the same on its own behalf.

21. Limitation of Liability

Except in cases of criminal negligence or willful misconduct of the Company, the aggregate liability of the Contractor to the Company, whether under the Framework Agreement, in tort or otherwise, shall not exceed 10% of the total Contract Price.

22. Force Majeure

22.1 Any failure or delay by a Party in the performance of its obligations under this Framework Agreement shall not be deemed to be a default or breach of the Agreement, to the extent that such delay or failure is caused by elements of nature or acts of God, acts of war, terrorism, riots, revolutions, strikes, civil commotions, interference by civil or military authorities, condemnation or confiscation of property or equipment by any Governmental Authority, nuclear or other explosion, radioactive or chemical contamination or ionizing radiation, fire, epidemic, quarantine restriction, labor dispute or other labor protest, stop-work order or injunction issued by a Governmental Authority or Court of Competent jurisdiction, governmental embargo or any other factor which is beyond the reasonable control of a Party (each shall hereinafter be referred to as a **"Force Majeure Event"**), except to the extent that the consequence of such event arises by reason of either the negligence or misconduct of the Party or its representatives, or any act or omission by the Party or its representatives in breach of the provisions of this Framework Agreement.

22.2The Party failing or delaying due to a Force Majeure Event shall give notice to the other Party. Such notice must describe the Force Majeure Event and include a good faith estimate as to the impact of the Force Majeure Event upon the Party's responsibilities under this Framework Agreement.

22.3If a Force Majeure situation arises, the Contractor shall promptly notify the Company in writing of such condition and the cause thereof. Unless otherwise directed by the Company in writing, the Contractor shall continue to perform its obligations hereunder as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Integrity Pact

On Rs.100/- Stamp Paper

Contract Number: _____ **Dated:** _____

Contract Value: **Rs.**_____
Contract Title: _____.

We, **M/s.** _____, hereby declare that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from PSO or any administrative subdivision or agency thereof or any other entity owned or controlled by PSO through any corrupt business practices.

Without limiting the generality of the foregoing, Supplier/Contractor represent and warrant that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from the buyer, except that which has been expressly declared pursuant hereto.

We, **M/s.** _____ certify that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with the buyer and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

We, **M/s.** _____ accept full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to the buyer under any law, contract or other instrument, be avoidable at the option of the buyer.

Notwithstanding any rights and remedies exercised by the buyer in this regard, the Sellers/Supplier agree to indemnify PSO for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the PSO in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by us as aforesaid for the purpose of obtaining or including the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form the buyer.

Pakistan State Oil Co. Ltd. ***Contractor***

Section B: Framework Agreement Specific Provisions

The following Framework Agreement Specific Provisions ("**FASP**") shall supplement and/or amend the Framework Agreement General Provisions ("FAGP"). Whenever there is a conflict between the FAGP and FASP, the provisions of the FASP shall prevail.

Framework Agreement Specific Provisions	Description
1. Services	This Framework Agreement relates to the purchase and provision, under a separate Call-off Contract, of **Providing Transportation Services Pakistan.** The Services, are more fully described in Schedule 1: Schedule of Requirements including, where applicable, list of Services etc.
2. Framework Agreement Documents	This Framework Agreement comprises the following documents: Section A: Framework Agreement General Provisions Section B: Framework Agreement Specific Provisions Schedule 1: Schedule of Requirements Schedule 2: Secondary Procurement Schedule 3: Call-off Contract: General Conditions of Contract (GCC) Schedule 4: Call-off Contract: Special Conditions of Contract (SCC)
3. Contractor's Obligations	• Contractor to actively and promptly participate in the secondary bidding process and timely submit the bids; The vehicles required must be reliable have legal carrying capacity to transport the number of staff i.e. 14 seater passenger carrying vehicles (excluding driver). • All vehicles supplied should be designed and manufactured for passenger carrying/ passenger transportation and not vehicles that are aftermarket converted into passenger carrying vehicles. • Time Management is critical as it can have an impact on the productivity levels of PSO should employees arrive late and therefore Service Provider should ensure that time is of the essence. • Service Provider will be required to have a supervisor per Terminal on-site or ensure after completion of each shift when

	employees are to be taken home to ensure that vehicles are loaded correctly as per the designated routes and to ensure the smooth flowing of the transportation service. • The Service Provider to ensure that daily vehicle inspections are completed and any vehicle, which is identified as being a risk, should not be utilized for the transportation of staff. The drivers provided by the contractor should have a valid LTV / HTV / PSV driving license and will abide by all the traffic rules and regulations. • They must drive the vehicle with safe permitted speed limits and avoid risking the life of passengers. The drivers shall be polite and well behaved and shall not indulge in any activity other than the contract terms & conditions. • Vendor must comply all regulatory requirements, Min Wage including EOBI etc.
4. Continued Qualification and Eligibility	4.1 To continue to be eligible, the Contractor shall not have been sanctioned by pursuant to the Anti-Corruption Law, and in accordance with the prevailing sanctions policies and procedures as set forth by the Public Procurement Regulatory Authority or any other authority established under the law for the time being inforce. 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 such relevant Authority. 4.2 The Company may require, during the Term of the Framework Agreement, evidence of the Contractor's continued qualification and eligibility, and the Services 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 and call-off contract.
5. Term	The Term of this Framework Agreement is for Three (03) years with effect from the Commencement Date.
6. Term extension(s)	***Renewal Terms:*** a) PSO may renew the contract for the next two years (on yearly basis) on the same rates, terms and conditions based on the vendor's satisfactory performance and consent of both parties. b) PSO also reserves the right to extend the Service Order for 03 Months at same rates and terms & conditions (on sole discretion of PSO)

7. Representa-tives	**<u>The Company's Representatives</u>** The name and contact details of the Company's Representative under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are: Title / position: Sr. Manager / DGM (P&S) Address: PSO House Phone: 99203866 **<u>The Contractor's Representatives</u>** The name and contact details of the Contractor's Representative, for the purposes of this Framework Agreement, and the address for notices in relation to this Framework Agreement are: Title/position: Address: Phone: Mobile: E-mail:
8. Contract Price	Contract price will be determined through a mini competition among the pre-qualified bidders under the call off contract and job shall be awarded to: • the lowest bidder; or • in accordance with the award schema mentioned in the bidding documents
9. Bid Security / Earnest Money	• Pre-Qualified bidder shall submit the Bid Security / Earnest Money as specified in the bidding documents (inclusive of all applicable taxes) in the form of Pay order / Demand draft / Bank guarantee. The Pre-Qualified Bidder shall also mention the number, date and Bank name of the performance guarantee instrument in the commercial section of RFP and said details of the instrument should match with the scanned copy of Pay order / Demand draft / Bank guarantee attached in commercial section. • Pre-Qualified bidder to submit the specified Bid Security Pay order / Demand draft / Bank guarantee physically in tender box (marked as "Procurement" placed at Company's Registered Office Entrance before on specified date & time mentioned in RFP.

	• Earnest money should be properly enclosed in envelope with "Mini Completion number" clearly mentioned on it. In case the earnest money is not submitted physically on time then the bid will stand rejected. If there is any amount short of the specified amount in earnest money of the total bid amount (inclusive of all taxes), the bid will be rejected.
10. Languages	This Framework Agreement, and any Call-off Contract, as well as all correspondence and documents relating to this Framework Agreement, and any Call-off Contract, exchanged by the Company and the Contractor, shall be written in English.
11. Fraud and Corruption	The Company reserves the right to initiate the process of blacklisting against the Contractor if found to be indulged in corrupt or fraudulent practices or on consistent failure to provide satisfactory performance as agreed in the Framework Agreement. In case of Blacklisting in accordance with Rule 19 of the Public Procurement Rules, 2004, such action shall be posted on Company's website and also communicated to the Public Procurement Regulatory Authority. The Contractor shall not be eligible for contracts/participating in Company's procurement proceedings for the duration as mention in the Order for Blacklisting.
12. **Bid Security/ Performance/ Bank Guarantee Forfeiture**	• If the Contractor fail to provide the requisite Services within the stipulated time/date or request withdrawal from Framework Agreement or its modification of specification, the full value of the Performance guarantee, deposited by the Contractor shall be forfeited by the Company. • If the Company observes any defects in the Services provided by the Contractor, it shall inform the Contractor and advise him to rectify the error within a period of ten (10) days. Should the Contractor fail to rectify such claim within given time, the Company shall be entitled to en-cash and forfeit the equal amount of Performance guarantee without further notice to the Contractor.
13. HSE Guidelines	• The Contractor is responsible for conduct, safety and security of its staff / employees. The Contractor should strictly follow the safety and security rules of the Company. The Contractor to follow Company's rules and procedures as well as HSE guidelines and safety procedures announced from time to time. • The staff provided by the Contractor must be healthy and not

	be suffering from any dangerous or contagious diseases. Any staff found smoking, eating PAN or using narcotics within the Company premises will be immediately expelled. • The Contractor shall be solely responsible for safety of its staff during the contractual period. The Company will not be liable for any injury/loss of workers life or any damage to Contractor's tools or equipment etc. The Contractor will be responsible for any mishap/accident of his staff and for compensation/ payment/ claim of the same.
14. Bidding procedure and Instructions to Bidders	- Bidding procedure will be "single stage – single envelope" or "single stage – two envelope"; prerogative lies with PSO. - The Mini Competition will be opened from _____ pm onwards on __-____-202X at tender room, 2nd floor, PSO House, Karachi. - Bidders are invited to attend the Mini Competition opening via zoom link provided on the day tender opening scheduled. For any queries please contact on Via SAP Ariba Message Boards. - Quotation for Mini Competition will be called off when required by the Company. - In case of non-participation in three (03) consecutive Mini Competition the bidder will be disqualified from Prequalification. - The rates should be quoted on 'Net of discount' basis. No negotiation in respect of bid shall be carried out except for clarifications in writing. - Along with a final all inclusive price, the pre-qualified 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 pre-qualified 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. - While quoting rate electronically in SAP Ariba, the pre-qualified bidder must fill "Rate" and "Taxes" very carefully.

	In case discrepancy in the rates and corresponding amounts, the "Rate" mentioned in the bid shall be considered as final and binding on the part of the bidder. - Rates must be quoted against line item wise as mentioned in RFP. - As the quantities may vary (increase or decrease according to the job requirements), therefore, payment will be made as per actual Services rendered by the Contractor for the Company. However part payment on part performance of Services is permissible. - Any other terms and conditions given by the pre-qualified bidder will not be acceptable to the Company and offers consisting separate terms assigned by the pre-qualified bidder shall not be considered part of the bid, as only agreed Framework Agreement terms & conditions brings the vendors on a competitive bidding platform for the evaluation. - Standard bid validity is 90 days including effective date of bid opening. However, the Company may seek further extension in bid validity in line with relevant laws due to any reason whatsoever. - The pre-qualified bidder is essentially required to provide the correct and latest postal, email, web address, phone / mobile / fax numbers at the time of submitting of tender documents for effective and timely communication during the procurement process. - The Company may ask for any further information and details at any time during evaluation period if required. - As sufficient time is allowed for bid submission according to PPRA rules, therefore, bidders are requested to submit their bids accordingly and should not urge for extension. - All queries Framework Agreement / Call of Contract (if any) should be posted on SAP Ariba message board at least 02 working days prior to bid opening date. - The Company reserve the right that at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Contractor's capacities, may require the Contractor to provide information concerning

	their professional, technical, financial, legal or managerial competence in that event contractor shall not be considered further for procurement proceedings. - The Company shall disqualify a Contractor if it finds, at any time, that the information submitted by him concerning his qualification as supplier or contractor was false and materially inaccurate or incomplete. - If any SAP Ariba issue arises at the time of bid opening, then the bid shall be opened within next 48 hours.
15. Consequence of failure to provide services	15.1 In the event of Contractor's failure to provide the required Services within the time mentioned in Framework Agreement or Call-off Contract, the Company shall be entitled to deduct from his bills a sum of Rs.0.1% of the value of the specific Call-off Contract per day as liquidated damages for the period within which the requisite Services remain incomplete or fails to pass the quality tests subject to a maximum 10% of the total value of Call-off Contract. In case the required amount is not available in the account of Contractor, the Company shall be entitled to encash the bank guarantee to the extent of requisite amount. Note: Penalty/ liquidated damages may be waived in case of Force Majeure event, however, the Contractor will be required to furnish documentary proof thereof acceptable to PSO. 15.2 During the Term of this Framework Agreement, if services are found inappropriate (including delays due to any reason), the Company shall not be liable for any payment for inappropriate or incomplete Services. 15.3 In case after the entry into force of the Call-off Contract, the Contractor fails to perform the Agreement in accordance with the required services and within the time schedule given by the Company, the Company shall impose a penalty of 0.1% per day maximum up to 10% penalty of the value of the Call-off Contract. 15.4 The Company reserves the right to cancel the Framework Agreement and/or Call-off Contract after serving three notices to vendor on non-compliance of the Framework Agreement and/or Call-off Contract, especially on quality & failure on timely delivery. Three notices shall be considered sufficient regardless of time interval between the notices.
16 Payment Of Bills	Payment against the Job(s) will be made against the Contractor's

	invoices after completion of job, and subject to verifications / inspections by the Company's designated official in-charge within thirty (30) days.
17 Bill Submission and Tracking	Bill submission and tracking shall be done through VIMS.

SCHEDULE 1: Schedule of Requirements

Provision of Services at PSO Locations all over Pakistan

Content	Description
SCOPE OF WORK	Contractor to actively and promptly participate in the secondary bidding process and timely submit the bids; The vehicles required must be reliable have legal carrying capacity to transport the number of staff i.e. 14 seater passenger carrying vehicles (excluding driver). • All vehicles supplied should be designed and manufactured for passenger carrying/ passenger transportation and not vehicles that are aftermarket converted into passenger carrying vehicles. • Time Management is critical as it can have an impact on the productivity levels of PSO should employees arrive late and therefore Service Provider should ensure that time is of the essence. • Service Provider will be required to have a supervisor per Terminal on-site or ensure after completion of each shift when employees are to be taken home to ensure that vehicles are loaded correctly as per the designated routes and to ensure the smooth flowing of the transportation service. • The Service Provider to ensure that daily vehicle inspections are completed and any vehicle, which is identified as being a risk, should not be utilized for the transportation of staff. • Location incharge / nominated staff will perform ad hoc inspections to verify that the vehicles being utilized is safe and 'fit for purpose'. • Location incharge / nominated staff will supply the Service Provider with a list of employee names to be collected at their resident points, with times. 1) The Respondent is required to provide commitment that they can provide vehicles Toyota Hiace or equivalent vans Model 2020 or above, having at least 14 seating capacity (additional folding seats which can be placed / replaced depending upon requirements) either owned or leased which complies with the following: 2) Vehicles must have a minimum seating capacity of 14 passenger seats (excluding driver) which should not be modified / converted into passenger carrying vehicles.

	3) Vehicle to be licensed, registered and roadworthy with certified (supporting documents to be provided) copies of motor vehicle registration/ license discs & or roadworthy certificate 4) The Respondent must indicate if the vehicles will be leased or owned. 5) Shift timings are as under: a) First Shift 0700 Hrs. to 1530 Hrs. (or till Completion of work) b) Second Shift 1400 Hrs. to 2300 Hrs. (or till completion of work) c) Third Shift (if required) 2300 Hrs. to 0700 Hrs. or till completion of work. 6) Shift timings if different than above will be defined in RFQ at the time of mini competition. 7) Vehicles operating on Sundays / Holidays will not be paid additionally. 8) After award of contract within 60 days, inspection will be carried out by nominated Location Team for inspection of provided vehicles as per Service order and with respect to HSE requirements. 9) List of vehicles on Diesel / Petrol must be submitted. CNG or LPG kit & cylinder fitted vehicles are not acceptable and neither contractor is allowed to install it during the contract period. 10) AII maintenance, repair, fuel, engine oil, oil filter, routine lubricant change etc. of the vehicle will be the responsibility of the contractor including Toll Taxes or any other fine imposed by traffic police as a result of violation or otherwise if any etc. ** Fuel adjustment will be applicable after one month from the commencement of the contract date. 11) The drivers provided by the contractor should have a valid LTV / HTV / PSV driving license and will abide by all the traffic rules and regulations. 12) They must drive the vehicle with safe permitted speed limits and avoid risking the life of passengers. The drivers shall be polite and well behaved and shall not indulge in any activity other than the contract terms & conditions. 13) Point-to-point service. 14) Maintenance / service & repair of vehicles will be for the supplier's own costs service provider will be required to supply a 14-seater-passenger carrying capacity vehicle to shuttle employees from their points to terminals / depots / locations etc.

	15) Managers/Inchrges ONLY will possess the authority to decide the routes of Vans and for its necessary alteration/modification. 16) 16) Drivers' training sessions should be conducted quarterly at all operational locations.

SCHEDULE 2: Secondary Procurement

This Section contains the methods and the criteria that the Company shall use to conduct a Secondary Procurement process to select a Contractor and award a Call-off Contract under rule 16A of the Public Procurement Rules, 2004 (**"PPRA Rules"**). No other factors, methods or criteria shall be used other than that specified in these bidding documents for the Secondary Procurement process.

1. Secondary Procurement method(s)

The Secondary Procurement method(s) that apply to the selection of a Supplier for the award of a Call-off Contract under this Framework Agreement is **Competitive quotations (mini-competition)** among the pre-qualified bidders only under rule 16A of the PPRA Rules.

The procedure for the application of the procurement methods outlined under paragraph 1 above is the following.

1.1 **Competitive quotations (mini-competition**)

The Pakistan State Oil will prepare a Request for Quotation ("RFQ") and invite all Pre-Qualified Bidders, having entered into a Framework Agreement with the Company that includes the Services to be procured under the Call-off contract, to submit their competitive quotations.

The RFQ will include*:*

(a) the Services, to be delivered;
(b) delivery location(s);
(c) requisite quantity;
(d) reference the Call-off Contract Terms and Conditions, which would apply on the requisite Services;
(e) quote to be offered by the Contractors to the Company for the required Services; and
(f) Any other relevant information.

2. Formation of Call-off contract

The Pakistan State Oil shall confirm that the selected Contractor continues to be qualified and eligible in accordance with Framework Agreement prior to the entry into force of the Call-off Contract. The Call-off Contract is formed when one of the following conditions are met depending on the method of selection used for the Secondary procurement.

2.1 **Competitive quotations through mini-competition using a Request for Quotation**

A. The Company shall issue a Letter of Award of Call-off contract to the successful bidder and after that a Call-off Contract shall be executed between the Company and the Contractor after payment of requisite amount of stamp duty by the Contractor; or

B. The Company and the successful bidder enter into a Call-off contract, as per the form contained in the Framework Agreement, after payment of requisite amount of stamp duty by the Contractor.

3. Communicating the award of Call-off Contract

The Pakistan State Oil shall, at the same time as awarding the contract, communicate the award of the Call-off Contract in the case of:

a. Selection based on competitive quotations (through mini-competition) to all the Pre-Qualified Bidders invited to submit quotations.

The communication must be through SAP Ariba, and include the following information:

b. the name and address of the successful Bidder;

c. the quantity / volume of Services being procured; and

d. the contract price.

4. Complaint about award of Call-off Contract

An aggrieved Pre-Qualified Bidder may complain about the decision to award a Call-off Contract. In this case the process for making a complaint is as follows:

a. The complaint shall be made in writing to the Pakistan State Oil, by the quickest means available, e.g. email.

b. PSO will respond through P&S department on the complaints within 5 working days.

c. The receipt of a complaint does not prohibit the award of the Call-off Contract, and no standstill period or pause in process shall apply.

Call-off Contract
General Conditions of Contract (GCC)

Preamble

The following Call-off Contract General Conditions of Contract shall apply to the Call-off Contracts awarded under this Framework Agreement between the Pakistan State Oil (the **"Company"**) and the Contractor. These General Conditions of Contract shall be supplemented by the Call-off Contract Special Conditions of Contract contained in the individual Call-off Contract.

1. Definitions

The following words and expressions shall have the meanings hereby assigned to them:

a) "Contract" means a Call-off Contract awarded, under a Framework Agreement, through a Secondary Procurement process, for procurement of requisite Services. The Parties are the Company and the Contractor.
b) "Contract Documents" means the documents listed in the Call-off Contract as issued from time to time under the Framework Agreement, including any amendments thereto.
c) "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 Framework Agreement or Call-off Contract.
d) "Day" means calendar day.
e) "Completion" means the completion / performance of the Services by the Contractor in accordance with the terms and conditions as set forth in the Call-off Contract.
f) "GCC" means these General Conditions of Contract that apply to a Call-off Contract.
g) "Pakistan State Oil or the Company" means the entity procuring / obtaining the Services, as specified in the Call-off Contract.
h) "Services" means the services required by the Company, as specified in the Call-off Contract.
i) "SCC" means the Special Conditions of Contract as set out in an individual Call-off Contract.
j) "Contractor" means a person to who this Call-off Contract has been awarded pursuant to the Framework Agreement by the Company to provide the requisite Services.
k) "Project Site," where applicable, means the place named in the **SCC**.

2. Contract Documents

2.1 All documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract shall be read as a whole.

3. Fraud and Corruption

3.1 The Pakistan State Oil requires the Contractor to disclose any information in relation to the execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the entry into force of the Framework Agreement and/or Call-off contract. It also includes all the acts and omissions mentioned in the definition of corrupt and fraudulent practices as provided in the Public Procurement Rules, 2004 as amended from time to time.

4. Interpretation

4.1 If the context so requires, singular means plural and vice versa.

4.2 Entire Agreement

The Framework Agreement and all the Contract Documents constitutes the entire agreement between the Pakistan State Oil and the Contractor and supersedes all communications, negotiations and agreements (whether written or oral) between the Parties with respect thereto made prior to the date of Contract.

4.3 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each Party thereto.

4.4 Non-waiver

a) Subject to **GCC Sub-Clause 4.4(b)** below, no relaxation, forbearance, delay, or indulgence by either Party in enforcing any of the terms and conditions of the Contract or the granting of time by either Party to the other shall prejudice, affect, or restrict the rights of that Party under the Contract, neither shall any waiver by either Party of any breach of Contract shall operate as waiver of any subsequent or continuing breach of Contract.

b) Any waiver of a Party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the Party granting such waiver, and must specify the right and the extent to which it is being waived.

4.5 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1 This Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Company shall be written in the language specified in the **Framework Agreement Specific Provisions.** Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of

the relevant passages in the language specified**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Eligibility

6.1 Prequalified bidders, who have already executed Framework Agreements with the Company, are eligible.

7. Notices

7.1 Any notice given by one Party to the other pursuant to the Contract shall be in writing to the address specified in the **Framework Agreement Specific Provisions.** The term "in writing" means communicated in written form with proof of receipt.

7.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

8.Governing Law

8.1 The Contract shall be governed by and interpreted in accordance with the laws specified in the **Framework Agreement General Provisions.**

9.Settlement of Disputes

9.1 Settlement of Disputes for Call-off Contracts shall be as specified in the **Framework Agreement General Provisions**.

10.Scope of Services

10.1The Services to be provided shall be as specified in the **Framework Agreement General Provisions Supplier's Obligations**; or in accordance with the scope provided along with the bidding documents, specified at the time of "Mini Competition"

11. Delivery and Documents

11.1The Completion / Delivery of Services shall be in accordance with the Completion and Delivery dates, or schedule, specified at the time of "Mini Competition".

12. Contractor's Responsibilities

12.1The Contractor shall provide (standing offer) to the Company, the Services, described in **the Framework Agreement Schedule 1: Schedule of Requirements**, for the entire period of this Framework Agreement, in accordance with the terms and conditions stipulated in this Framework Agreement.

12.2 During the Term of the Framework Agreement, the Supplier shall continue to be eligible and qualified, and the Services shall continue to be eligible, as per the qualification and eligibility criteria stipulated in the Primary Procurement process and the provisions of sub-paragraphs **12.3a**. to **12.3c**. below. 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.

12.3 The Contractor undertakes to provide the services under a Call-off Contract. The Services provided shall be:

a. of the quality, type and as otherwise specified in the **Framework Agreement, Schedule 1: Schedule of Requirements**,

b. at the Contract Price specified in the **Framework Agreement Specific Provisions,**

c. in such quantities, at such times and to such locations as specified in the **Framework Agreement, Schedule 1: Schedule of Requirements**.

12.4 The Contractor agrees that the **Call-off Contract General Conditions of Contract and Special Conditions of Contract** set out in the **Framework Agreements, Schedule 3 and 4**, shall apply to the provision of Services.

13. Contract Price

13.1 Prices charged by the Contractor for the Services provided / performed under the Contract shall be in accordance with the provisions of the **Framework Agreement Specific Provisions**, with the exception of a price obtained through competitive quotations (mini-competition) at the Secondary Procurement selection stage.

14. Terms of Payment

14.1 The Contract Price, including any Advance Payments, if any, shall be paid as specified in the **SCC**.

14.2 The Contractor's request for payment shall be made to the Company in writing, accompanied by invoices describing, as appropriate, the Services provided / performed, and by the documents submitted pursuant to **FASP** and upon fulfillment of all other obligations stipulated in the Contract.

14.3 Payments shall be made promptly by the Pakistan State Oil, but in no case later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and after the Pakistan State Oil has accepted it.

14.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid price is expressed.

15. Taxes and Duties

15.1 The Pre-Qualified Bidder is required to clearly read & understand tax clauses enforced by Government of Pakistan / Provincial Government and quote accordingly. In case of any tax exemption / exception claimed by the pre-qualified bidder, the pre-qualified bidder has to provide documentary evidence (through Message board in SAP Ariba) i.e.

a) Relevant Government SRO.

b) Undertaking or Affidavit stating exemption / exception of taxes.

15.2 The documentary proof will be treated as a part of bidding document and in case of non-provision of the above documents by the bidder; the tax may be adjusted from the quoted amount.

15.3 PSO invites bids inclusive of all taxes. In case any pre-qualified bidder quotes otherwise (i.e. exclusive of taxes) then the bid shall be considered non-responsive and may be considered to be rejected.

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

15.5 Along with a final all inclusive price, the pre-qualified 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.

15.6 Bids shall be commercially evaluated without applicable taxes (SS/PST/GST), whereby corresponding net amount (exclusive of taxes) quoted for works, goods and services will only be considered for commercial evaluation purpose and determined for the lowest responsive pre-qualified bidder accordingly. However any change in SST/PST/GST after award of contractor during the course of execution of contract whether increased or decreased in % value of tax provided in relevant SRO shall be applicable accordingly and incorporated in change order.

15.7 The pre-qualified bidder shall be solely responsible for the taxes that may be levied on the bidder's person(s) or on earning of any of his engaged workers and shall hold the PSO indemnified and harmless against any claims that may be made against the PSO. PSO does not take any responsibility whatsoever regarding taxes under Income Tax Act or any other applicability of taxes, levies imposed by Federal / Provincial / Local Government on the pre-qualified bidder or his staff if it is obligatory under the provisions of the relevant Tax law. Deduction of Income Tax and all other taxes as mentioned above at source shall be made by the PSO.

15.8 Notwithstanding anything contained in any law for the time being in force, the Contractor/Supplier shall be solely responsible to pay all taxes, duties, charges, stamp duty, fees and levies whether payable before or after the execution of this Purchase Order to Federal, Provincial, or local Government or any other authority established under the law for the time being in force.

15.9 The successful pre-qualified bidder shall be responsible to pay the stamp duty before execution of this Call-off Contract as per applicable rates of the Stamp Act, as amended from time to time.

15.10 The successful pre-qualified bidder shall collect the Call-off Contract (unsigned) from P&S department PSO within 10 days of the issuance of letter of intent and would get the same stamped from the office of concerned revenue authority after payment of stamp duty of appropriate value within 5 days.

15.11 After payment of stamp duty and getting the Call-off Contract properly stamped, the pre-qualified bidder would execute the same and would return the signed Call-off Contract to PSO for execution on its part.

15.12 PSO would execute the Call-off Contract and deliver a copy of the same to the Contractor / supplier.

16. **Performance Guarantee**

16.1 The Successful Supplier shall submit to the Company a Performance guarantee equivalent to 10% of the total value of the Call-off Contract (inclusive of all applicable taxes) after the issuance of Letter of Award.

16.2 Pre-Qualified Bidder to submit fixed amount of Bid Security in the form of Pay order / Demand draft / Bank guarantee physically in tender box (marked as "Procurement" placed at PSO Registered Office Entrance before on specified date & time mentioned in RFP. Bid Security should be properly enclosed in envelope with "Mini Competition Reference number" clearly mentioned on it. In case the earnest money is not submitted physically on time then the bid will stand rejected. The amount of earnest shall be informed at the time of bidding which may be up to 5% of the value of call-off contract.

16.3 If required as specified in the **SCC**, the Contractor shall, within ten (10) days of the notification of contract award, provide a performance security (or guarantee) for the performance of the Contract in the amount specified in the **SCC**.

16.4 In case of failure of the Contractor to perform the Framework Agreement to the entire satisfaction of the Company, the Company shall be at liberty to en-cash the Performance guarantee.

16.5 The Performance guarantee shall be discharged by the Company and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC**.

17. Change in Laws and Regulations

17.1 Unless otherwise specified in the Contract, if after the date of 7 (seven) days prior to (i) in case of Direct Contracting, the date of issuance of Letter of Award of Call-off contract or (ii) in case of mini-competition, the date of Request for Quotation, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Pakistan State Oil's Country where the Project Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Period and/or the Contract Price, then such Delivery Period and/or Contract Price shall be

correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions and/or Change in Laws and Regulations, where applicable, in accordance with the Framework Agreement.

18.Change Orders and Contract Amendment

18.1The Company may at any time order the Contractor through notice in accordance with **GCC Clause 7**, to make changes within the general scope of the Contract in respect of any one or more services to be provided by Contractor.

If any such change causes an increase or decrease in the cost of, or the time required for, the Contractor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion schedule, or both, and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Contractor's receipt of the Company's change order.

19.Extensions of Time

19.1 If at any time during performance of the Contract, the Contractor or its subcontractors should encounter conditions impeding timely provision of Services pursuant to **GCC Clause 13**, the Supplier shall promptly notify the Pakistan State Oil in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Contractor's notice, the Pakistan State Oil shall evaluate the situation and may at its discretion extend the Contractor's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Contract.

19.2 Except in case of **Force Majeure**, as provided under **FAGP Clause 21**, a delay by the Contractor in the performance of its Delivery and Completion obligations shall render the Contractor liable to the imposition of liquidated damages, unless an extension of time is agreed upon, pursuant to **GCC Clause 19.1** hereof.

20. **Termination**

20.1 Each of the following events shall be considered to be an Event of Default, which, if not cured within the time permitted (if any) to cure, shall give rise to the Company /PSO to terminate this Framework Agreement and/or the Call-off Contract provided that no such event occurs as a result of a Force Majeure Event:

(a) The dissolution, merger, consolidation, amalgamation, reorganization or reconstruction of the Contractor, except to the extent that it does not affect the ability of the resulting entity to perform its obligations under this Call-off Contract.

(b) except for the purposes permitted under paragraph, the occurrence of any of the following events:

(i) passing of a resolution or initiation of any proceeding for bankruptcy, insolvency, winding up, liquidation of or other similar proceedings relating to the Contractor;
(ii) the appointment of a trustee, liquidator, custodian or a similar person in a proceeding referred to in paragraph (b)(i), which appointment has not been set aside or stayed by a court of competent jurisdiction; or
(iii) the making by a court having jurisdiction of an order winding up or otherwise confirming the bankruptcy or insolvency of the Contractor, which order has not been set aside or stayed by a court of competent jurisdiction;
(c) any assignment or transfer by the Contractor of this Call-off Contract or of the Contractor's rights or obligations hereunder without prior written approval of the Company/PSO.

(d) In case of an Event of Default, the Company / PSO may terminate the Framework Agreement and Call-off Contract by giving a notice of thirty (30) days ("Termination Notice") to the Contractor whereupon this Call-off Contract and / or the Framework Agreement shall terminate upon the date specified in such Termination Notice or such later date as may be mentioned in the Termination Notice. Notwithstanding anything contained herein, any termination of this Call-off Contract shall be without prejudice to the right and obligations which have accrued prior to such termination.

(e) Notwithstanding anything contained herein above, this Framework Agreement may be terminated without affecting any other right or remedy available to the Company/PSO by giving a thirty (30) days prior written notice to the Contractor without assigning any reason thereto.

21. Vendor Performance Evaluation:

a. 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 to be provided by the Contractor shall be as per the terms and conditions of Call-off Contract read with the Framework Agreement.
	Machinery/Tools/procedures to be 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
	General compliance to HSE terms and conditions of the order.

Contractor Performance Evaluation (Clauses):
- Contractor's performance shall be monitored through Company's Vendor Performance Evaluation System.
- The evaluation will be conducted in accordance with the parameters of Vendor Performance Report as attached in SAP Ariba project.
- Contractor's performance will be evaluated from issuance of first Call-off Contract to the close of each Call-off Contract.
- In case of month payments, 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.

Scoring Grid / Methodology	Marks %	Score
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

In view of above, Contractor scoring less than three in two project of a fiscal year would be 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.

- 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.

- Keeping in view of above, for continue participation the Contractor should have maintained at least satisfactory standard of performance.