SUPPLY OF SHOES FOR ALL PSO LOCATIONS

Framework Agreement

Framework Agreement

This Framework Agreement **REF: _____, date: _____** is made for the Supply of Shoes for all PSO Locations (hereinafter "**Framework Agreement**")

Between

Pakistan State Oil Co. Ltd., a public limited company incorporated and functioning under the laws of Pakistan, having its registered address at PSO House, Kahayan-e-Iqbal, Clifton Karachi. (hereinafter referred to as "**PSO"** or "**Company**") which expression wherever the context permits, shall means and include its successors-in-interest, representatives, administrators and permitted assigns) of the First Part;

And

----------, private/public limited company / partnership firm / sole proprietorship incorporated under the laws of Pakistan and having its principal place of business at ----------

(hereinafter referred to as the "**Supplier**" or "**Contractor**"), which expression, wherever the context so permits, shall means and include its successors-in-interest, representatives and permitted assigns), of the Second Part;

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

RECITALS

WHEREAS

A. PSO floated a Prequalification Notice No. _____ for the award of Framework Agreement for the Supply of Shoes for all **PSO Locations**.

Supplier is in the business of supplying Shoes and has necessary approvals to supply the Shoes. Supplier desires to supply such Shoes to PSO at PSO Locations.

1. Scope

The Supplier agrees to sell and deliver the Goods, during the Term of this Framework Agreement, as PSO agrees to purchase the same on as and when required basis through call off contract, receive them and pay for the same in accordance with the other terms and conditions set out in this Framework Agreement.

2. Entire Agreement

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

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 avoidance of any doubt, it is clarified that all the above-mentioned documents including the 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, the Parties to this Framework Agreement have caused this Framework Agreement to be executed in accordance with the laws of Pakistan on the day, month and year first above written.

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)

For and on behalf of the Supplier

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)

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" is any day that is an official working day of PSO. It excludes the official declared public holidays at PSO. b) "Call-off Contract" is a contract awarded under a Framework Agreement, through a Secondary Procurement process, for the supply of Goods, and any Related Services. c) "Commencement Date" is the date this Framework Agreement is signed by both parties, being the commencement of the Term. d) "Contract Price" is the price payable to the Supplier as specified in the Call-off Contract, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract. e) "Day" means calendar day. f) "Goods" means Shoes as specified by PSO or supply of Shoes for all PSO Locations, as specified in the **FA Specific Provisions**, that the Supplier is required to supply to PSO under a Call-off Contract. Where appropriate, for the purpose of interpretation, the definition for Goods includes Related Services. g) "In Writing" means communicated or recorded in written form. It includes, for example: mail, e-mail, fax or communication through an electronic procurement system

	(provided that the electronic system is accessible, secure, ensures integrity and confidentiality, and has sufficient audit trail features). h) "PSO Locations" means the locations of PSO as specified by PSO. i) "Purchase Order" means a document issued by PSO for award of contract under Call-Off Contract for delivery of Goods j) "Secondary Procurement" is the method used to select a Supplier and award a Call-off Contract under this Framework Agreement. k) "Supplier" means the person, private or government entity, or a combination of the above, who has concluded a Framework Agreement to supply to PSO, from time to time, and as and when required basis, the Goods, and, if applicable, Related Services, under a Call-off Contract. l) "Term" means the duration of this Framework Agreement as described in the **FA Specific Provisions** starting on the Commencement Date. m) "Uniform" means the Goods.
2. Framework Agreement Documents	2.1 This Framework Agreement (FA) shall be read as a whole. Where a document is incorporated by reference into this Framework Agreement, it shall be deemed to form and be read and construed, as part of this Framework Agreement. 2.2 This Framework Agreement comprises the documents specified in the **FA Specific Provisions ("FASP")**.
3. Supplier's Obligations	3.1 The Supplier shall offer to supply (standing offer) to the PSO, the Goods, including any Related Services if applicable, 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 the Framework Agreement, the Supplier shall continue to be eligible and qualified, and the Goods 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 Supplier shall notify the PSO immediately, in writing, if it ceases to be qualified and/or ceases to be eligible, or the Goods cease to be eligible to supply. 3.3 The Supplier undertakes to supply the Goods under a Call-off Contract. The Goods supplied 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, at such times and to such locations as specified in the **Framework Agreement, Schedule 1: Schedule of Requirements**. 3.4 If specified in the **FA Specific Provisions**, at any point during Term of the Framework Agreement should technological advances be introduced by the Supplier for the Goods originally offered by the Supplier in its bid and still to be delivered, the Supplier shall offer to the Procuring Agency(s) of the Call-off Contract the latest versions of the available Goods having equal or better performance or functionality at no additional cost to the Procuring Agency (s). 3.5 The Supplier 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 supply of Goods.

4. Continued Qualification and Eligibility	4.1 To continue to be eligible the Supplier shall not have been sanctioned by pursuant to the Anti-Corruption Law, and in accordance with its prevailing sanctions policies and procedures as set forth by the Public Procurement Regulatory Authority, Pakistan. Where the Supplier has been so sanctioned it will be ineligible for the duration of the period of time as determined by the PSO or Public Procurement Regulatory Authority, Pakistan. 4.2 PSO may require, during the Term of the Framework Agreement, evidence of the Supplier's continued qualification and eligibility, and the Goods continued eligibility. Failure to provide such evidence, as requested, may result in the Supplier 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 The term of this Framework agreement may not exceed **3** years.
6. Representative	6.1 The representatives for 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 the day to day operation of the Framework Agreement.
7. **Role of Pakistan State Oil Co. Ltd.**	7.1 PSO is responsible for all matters pertaining to the Framework Agreement including, for example, amendments, suspension and termination of the Framework Agreement. For matters relating to individual Call-off Contracts, all communications, including notices, must be made to the PSO 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 /Bank Guarantee, 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 encash 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 under the Framework Agreement.
10. Language	10.1 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 Procuring Agency and Supplier, 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 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, or on the notice's effective date, whichever is later.
12 Fraud and Corruption	12.1 PSO requires the Supplier 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 Purchase Order / **FA** 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/PSO is treated as confidential and is not disclosed or used other than for the purposes as set out in this Purchase Order / FA and use the same care and discretion to avoid disclosure, publication, or dissemination of Confidential Information received from the Company/PSO 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/PSO, disclose the Confidential Information to the extent necessary for the purpose of this Purchase Order 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 Purchase Order. 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 and to disclose the Confidential Information of the Company/PSO, the Contractor shall notify the Company/PSO immediately, to the extent it is legally permitted to do so, in order to provide the Company/PSO the opportunity to seek an appropriate protective order. Subject to such notice to the Company/PSO, 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 Purchase Order "Confidential Information" means and includes (i) all information and materials not generally known by third parties and includes, but is not limited to, information and materials relating to any of the following matters or things of the Company/PSO, 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/PSO may receive or has received belonging to its customers and/or other persons who do business with the Company/PSO, (ii) intellectual property of the Company/PSO; (iii) contents of this Purchase Order and amendments thereto, if any, and (iv) any other information identified by the Company/PSO 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 Purchase Order) 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/PSO 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/PSO 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/PSO. (iii) the Contractor can show that it was developed independently by it prior to its disclosure by the disclosing Party; (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/PSO.
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 Parties, and before it expires. Any change to this Framework Agreement shall be done by PSO as per **FAGP section 7** and must be in writing and signed by both Parties.
16 Termination of the Framework Agreement	16.1 PSO may at any time at its sole discretion terminate this Framework Agreement upon (30) day notice to the Contractor without assigning any reason whatsoever. 16.2 In the event of the Contractor failing to supply the Goods to PSO within delivery date stipulated in the system generated printed paper service order copy duly signed by authorized official of PSO, PSO at their discretion may rescind any Service order and employ other contractor /contractors to complete the jobs and duties as mentioned herein without prejudice to the rights of PSO reserved under the law. 16.3 In addition to Clause **17.1** hereinabove, PSO shall have the right to cancel any 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 within stipulated time as mentioned in the Purchase Order / Service Order / Work Order; 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. 16.4 It has become necessary to cancel the Purchase order/service order for any reason whatsoever not mentioned herein. 16.5 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 relevant **Call-off Contract General Conditions of Contract Section 22**. However, no further Call off Contracts shall be awarded once the Framework Agreement is terminated / expired.
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.
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 FA / Call off Contract / Purchase Order or its interpretation. The Parties shall attempt to settle such dispute amicably in the first instance within thirty 30 days. 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. 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 shall be English. 18.3 The Parties may mutually decide that during the pendency of the arbitration proceedings (except for the disputed matter) 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 **FA** / **Call off Contract** / Purchase Order 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 FA / Call off Contract / Purchase Order. 18.5 The Contractor shall not stop the services during pendency of the arbitration proceedings but shall continue to execute the FA / Call off Contract / Purchase Order, 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 Contractor shall keep PSO indemnified from all cost & liabilities due to delay in dispute resolution.
19 Supplier's Responsibility	19.1 The Supplier shall supply all the Goods and Related Services included in the **Supplier's responsibilities** in accordance with **GCC Section 12 and FASP Section 3, and the delivery and completion dates or schedule, as per Schedule 1: Schedule of requirements.**
20 Specifications and Standards	20.1 Technical Specifications 20.2 The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards more fully described in the **Framework Agreement, Schedule 1: Schedule of Requirements**, and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin. 20.3 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the **Framework Agreement, Schedule 1: Schedule of Requirements**. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Agency.

23 Liquidated Damages	23.1 Except as provided under **FAGP Section 27**, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Procuring Agency may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **FASP** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **FASP**. Once the maximum is reached, the Procuring Agency may terminate the Contract pursuant to **GCC Section 22.**
24 Patent Indemnity	25.1 The Contractor shall fully indemnify, defend and hold PSO, 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 PSO 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 PSO'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 PSO 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 document/Purchase Order, and shall pay any damages or settlement assessed against PSO under such claim. 24.2 If the Supplier fails to notify the PSO/Procuring Agency within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the PSO/Procuring Agency shall be free to conduct the same on its own behalf.
25 Limitation of Liability	26.1 Except in cases of criminal negligence or willful misconduct, 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, provided that this limitation shall not apply to the cost of repairing or replacing defective goods, or to any obligation of the Contractor to indemnify the Company with respect to patent infringement.
26 Force Majeure	27.1 Any failure or delay by a Party in the performance of its obligations under this FA / Call off Contract / Purchase Order 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 Purchase Order. 26.2 The 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 Purchase Order. 26.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract 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.

_____

Insert the Name of Supplier/Seller/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. Goods	This Framework Agreement relates to the purchase and supply, under a separate Call-off Contract, of SUPPLY OF SHOES FOR ALL PSO LOCATIONS**.** The Goods, and Related Services, are more fully described in **Schedule 1: Schedule of Requirements** including, where applicable: list of Goods, list of Related Services, Technical Specifications, Drawings and Inspections and Tests.
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. Supplier's Obligations	3.1 All suppliers are advised to visit Industrial Relation Department (IRD) at PSO House Karachi before participating in the tender to take advice/guidance from IRD Manager for understanding of requirement, specification, etc. PSO will not be responsible for any misjudgment by the applicant regarding the specification and any other details once the technical & commercials bids are submitted or the contract/purchase order/LOI is awarded. 3.2 Minimum 25% Delivery should be made within 30 days after receiving P.O. 3.4 If the supplier fails to mobilize/ start supplying the Shoes within __03_ month, PSO reserves the right to procure Shoes from previous/any other manufacturer and any additional cost will be borne by the new contractor/manufacturer. 3.5 PSO reserves the right to increase or decrease the quantities during the currency of the purchase order to suit the business

	requirement by issuing change orders for revised quantities. In both the cases the quoted price shall remain unchanged. The supplier will be liable to cater to increase or decrease in quantities of different items at the same rate. 3.6 Specimen available of all Shoes in IRD at PSO House and vendor can see the specimen during office hours. 3.7 All samples must be approved through IR. 3.10 Samples of all relevant items will be submitted before delivering the items after issuance of PO.
4. Continued Qualification and Eligibility	4.1 To continue to be eligible the Supplier shall not have been sanctioned by pursuant to the Anti-Corruption Law, and in accordance with its prevailing sanctions policies and procedures as set forth by the Public Procurement Regulatory Authority. Where the Supplier has been so sanctioned it will be ineligible for the duration of the period of time as determined by the PSO or Public Procurement Regulatory Authority. 4.2 PSO may require, during the Term of the Framework Agreement, evidence of the Supplier's continued qualification and eligibility, and the Goods continued eligibility. Failure to provide such evidence, as requested, may result in the Supplier 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 The Term of this Framework Agreement is for Three (03) years from the Commencement Date.
6. Term extension(s)	6.1 No extension of the Term shall be granted under any circumstances.
7. Representatives	**7.1 PSO's Representatives** The name and contact details of the PSO's Representative under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are: Name: Title/position: Sr. Manager (P&S) Address: PSO House Phone: 99203866 **Supplier's Representatives**

	The name and contact details of the Supplier's Representative, for the purposes of this Framework Agreement, and the address for notices in relation to this Framework Agreement are: Name: Title/position: Address: Phone: Mobile: E-mail:
8. Contract Price	8.1 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.
9. Performance Security (or Guarantee)	9.1 The Contractor shall submit performance guarantee in the shape of Pay Order / Demand Draft /Bank Guarantee, 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 encash 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 under the Framework Agreement.
10. Languages	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 the PSO and Supplier, shall be written in English.
11. Fraud and Corruption	11.1PSO reserves the right to initiate the process of blacklisting (permanent or temporary) against the Supplier/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. 11.2In case of Blacklisting (permanent or temporary) in accordance with Rule 19 of the Public Procurement Rules, 2004, such action shall be posted on PSO's website and also communicated to the Public Procurement Regulatory Authority. The Supplier/Contractor shall not be eligible for contracts/participating in PSO's procurement proceedings in accordance with the Order passed in

	pursuance of the matter.
12. **Bid Security/ Performance/ Bank Guarantee Forfeiture**	12.1If the Contractor fail to deliver the materials/Services within the stipulated time/date or request withdrawal from Service Order or its modification of specification, the full value of the Bid Security, deposited with the tender shall be forfeited by PSO. 12.2In case the Contractor fails to deliver in accordance with the terms and conditions of the Service Order/Purchase Order, the guarantee submitted by the Contractor in respect of advance payments shall be forfeited by the Company. 12.3If PSO considers itself entitled to any claim, PSO shall inform the Contractor specifying it to Contactor upon which it relies. Should the Contractor fail to address such claim within ten (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.
13 Bidding procedure and Instructions to Bidders	13.1 Bidding procedure will be "single stage – single envelope" 14.2 Through Mini Competition. Date & time of Mini Competition will be communicated to all those bidder who signed the frame work agreement. 14.3 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. 14.4 Quotation for Mini Competition will be called off when required by the Company. 14.5In case of non-participation in three (03) consecutive Mini Competition the bidder will be disqualified from Prequalification. 14.6The rates should be quoted on 'Net of discount' basis. Discount allowed on the total amount of bid before submission of bid and no post bid variation or any discount offer shall be considered. No negotiation in respect of bid shall be carried out except for clarifications in writing. 14.7 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. 14.8Notwithstanding 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. 14.9 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. 14.10 Rates must be quoted against line item wise as mentioned in RFP. 14.11 As the quantities may vary (increase or decrease according to the job requirements), therefore, payment will be made as per actual quantity of supplies/work done. However, part payment on part delivery is permissible. 14.12 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. 14.13 Standard bid validity is 90 days including effective date of bid opening. However, the Company may seek further extension due to any reason whatsoever. 14.14 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. 14.15 The Company may ask for any further information and details at any time during evaluation period if required. 14.16 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. 14.17 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. 14.18 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 supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial,

	legal or managerial competence in that event contractor shall not be considered further for procurement proceedings. 14.19 The Company shall disqualify a supplier or 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. 14.20 The Company may evaluate bid according to Pack size wise or each item or sum of total value quoted and may also split the job amongst more than one vendor if deemed necessary. 14.21 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 supply goods or Termination	15.1In the event of Contractor/Supplier's failure to deliver the Services/Goods within the time mentioned in purchase order/service order, PSO shall be entitled to deduct from his bills all outstanding payments or other works done by him for PSO or from any amount due to him by PSO a sum of Rs.0.1% of Purchase Order/Service Order value per day as liquidated damages for the period which the said services/material remains incomplete or fails to pass the quality tests subject to a maximum 10% of work order amount to be recovered from the Contractor on his default. Note: Penalty/ liquidated damages may be waived in case of Force Majeure situation, however, the Contractor will be required to furnish documentary proof thereof acceptable to PSO. 15.2In case after placement of Purchase Order/s the supplier fails to execute the order in accordance with the required specifications and within the time schedule given by PSO during contract period, PSO shall impose a penalty of 0.1% per day on the ordered quantity value for each day the supplies are delayed and maximum up to 10% penalty of the value of the ordered quantity. 15.3Upon shipment of sub-standard of Shoes, PSO will reject the Consignment and may impose a penalty of 10% of the total cost of the Consignment received. In case of repeat of rejection of consignment(s), penalty can be increased to 10% of the total value of the consignment received besides rejection of the consignment. 15.4PSO reserves the right to cancel PO after serving three notices to supplier on non-compliance of PSO terms & conditions especially on quality & failure on timely delivery. Three notices shall be considered sufficient regardless of time interval between the notices.
16 Payment Of Bills	16.1 Payment against the Job(s) will be made against the vendor invoices after completion of job and passing quality /quantity of goods /works and services including all verifications /inspections by

	the PSO designated official in-charge within thirty (30) days.
17 Bill Submission and Tracking	Bill submission and tracking shall be done through VIMS
18 Inspections	18.1 Quality is the prime concern of PSO, no compromise shall be made in this regard. Only first class approved quality material, workmanship and supervision will be utilized by the contractor which shall strictly conform to the purchase order specification. 18.5Any lot of Shoes items not meeting the specification and quality control criteria, will be returned to the supplier and vendor replace the items within 5 days. 18.6During the tenure of the Framework Agreement, if **Supply of SHOES** is found inappropriate (including delays in supplies due to any reason), respective delivery will be rejected by the PSO and will not pay for it. 18.7Quality is the prime concern of PSO, no compromise shall be made in this regard. Only first class approved quality material, workmanship and supervision will be utilized by the contractor which shall strictly conform to the WO/SO specification. 18.8The contractor shall have to perform according to PSO requirements & standards failing which, PSO reserves the right to cancel work order giving ONE MONTH notice. 18.9Acceptance of all supplies will be subject to inspection at the time of delivery in respect of specifications, quality etc. The decision of the Company's inspection official (in case of deviation from the specs) shall be final and binding on the supplier. NOTE: Supplier can visit PSO House for physically reviewing/understanding the specification of Shoes.

SCHEDULE 1: Schedule of Requirements

SUPPLY OF SHOES FOR ALL PSO LOCATIONS

Content	Description
1. List of Goods and Delivery Period	SUPPLY OF SHOES FOR ALL PSO LOCATIONS: **DELIVERY** 1) Shoes will be delivered to Central Store PSO in Karachi. 2) The supply of the Shoes will be delivered on as and when required basis. 3) The supplier shall also ensure that the supplies are exactly as per specifications laid down in our bidding document / purchase order. 4) PSO reserves the right to cancel PO after serving three notices to vendor on non-compliance of PSO terms & conditions especially on quality & failure on timely delivery. Three notices shall be considered sufficient regardless of time interval between the notices.
2. Technical Specifications	**SUPPLY OF SHOES FOR ALL PSO LOCATIONS** **Material Description: Black Leather Shoes** • **Purpose** **Black Leather Shoes for Non-Management staff (workers- White uniform) at various locations** **Standard Compliance:** **Upper : Premium Cow Leather soft (1.4 to 1.6 mm thickness)** **Lining : Twill Cloth** **Socks : Pre- Molded EVA with synthetic** **Foam Padded Collar** **Heal Stiffener TP-04** **Strobel Construction** **Sole : PU Sole (Direct injection)** **Size & Color & Other Requirements** **Color : Black** **Make : Local** **Size : As per requirement** **Material Description: Safety Shoes**

	• **Purpose** Safety Shoes for Non-Management staff (workers- Grey uniform) at various locations **Standard Compliance:** • Compliance with PPE Directive 89/686IEEC • Compliance to EN ISO 20345 (Standard for Safety Protective & Occupational Footwear) Category SIP (minimum) • The shoe must comply with SRC standard of slip resistance i.e. it must have met following criteria: / SRA - tested on ceramic tile wetted with dilute soap solution; . / SRB - tested on smooth steel with glycerol; . / SRC - tested under both the above conditions Safety Toecap to provide protection from impact of atleast 2001 and compression at load of at least 15KN • Closed heel area and Energy absorption at seat area • Antistatic properties in range of IOOkOto IOOOMO • Penetration Resistance component in the sole complex (Minimum I, I00 N penetration resistance) **Size & Color & Other Requirements** • Design: Low Cut • Size: As per requirement • Color: Black and Brown **Material Description: Security Shoes** Make — The vendor should be mentioned. Shoe Size — Size as per requirement Optimal Ankle Support — 6-Inch Height Components — Oil & Slip-resistant sole, Rustproof hardware, ISO certified Material — Lightweight synthetic Leather Weather — All-weather Closures and Fasteners — Front Laces Color — Black Shoe Age — Fresh / Brand New Warranty — Six months warranty from the date of delivery.
3. Quality Assurance	1) All the Shoes supplied to PSO must be pack separately with the employee code.

	2) Random sample may be selected by PSO from the lot supplied by the supplier to conduct tests. These samples will be returned to supplier and adjusted/accounted for accordingly. 3) PSO reserves the right to perform any/all quality control checks on incoming parcel lots (e.g. weight test, physical appearance, necessary for production, handling, dispatch and transportation

SCHEDULE 2: Secondary Procurement

This Section contains the methods and the criteria that the Pakistan State Oil Co. Ltd. shall use to conduct a Secondary Procurement process to select a Supplier and award a Call-off Contract under provision 16A of the PPRA Rules 2004, notified in pursuance of PPRA Ordinance, 2002. No other factors, methods or criteria shall be used other than 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, as approved by the Public Procurement Regulatory Authority under clause #16A.

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 eligible Suppliers holding a Framework Agreement that includes the Goods to be procured under the Call-off contract, to submit competitive quotations.

The RFQ will include*:*

(a) the Goods, and any Related Services, to be delivered
(b) delivery location(s)
(c) delivery date(s) or schedule
(d) quantity
(e) details of any inspections or tests that are additional to those described in the Framework Agreement
(f) the criteria to be applied to the evaluation of quotations
(g) deadline for submission of quotations
(h) reference the Call-off Contract Terms and Conditions of supply, which are to apply to the purchase

(i) request to Suppliers to demonstrate that they continue to be eligible and qualified to supply the Goods
(j) Any other relevant information.

2. Formation of Call-off contract

The Pakistan State Oil shall confirm that the selected Supplier continues to be qualified and eligible in accordance with Framework Agreement prior to the formation 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

The Call-off contract if formed when:

The Pakistan State Oil issues, the Letter of Award of Call-off Contract to the successful Supplier following the formation of contract, through offer and acceptance, the Pakistan State Oil and Supplier shall sign a Call-off Contract as per the form contained in the Framework Agreement.

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 Suppliers invited to submit quotations.

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

b. the name and address of the successful Supplier
c. the quantity/volume of Goods being procured
d. the contract price

4. Complaint about award of Call-off Contract

An unsuccessful Supplier 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 apply to any Call-off Contract awarded under this Framework Agreement between the Pakistan State Oil and the Supplier. 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 the supply of Goods, and any Related Services. The parties are the Pakistan State Oil and Supplier. b) "Contract Documents" means the documents listed in the Call-off Contract or work order or forming a part of work order as issued time to time under the framework agreement, including any amendments thereto. c) "Contract Price" means the price payable to the Supplier as specified in the Call-off Contract, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract. d) "Day" means calendar day. e) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract. f) "GCC" means these General Conditions of Contract that apply to a Call-off Contract. g) "Goods" means all of the commodities, raw material, machinery, equipment, and/or other materials that the Supplier is required to supply to the Pakistan State Oil under the Contract. h) "Pakistan State Oil" means the entity purchasing the Goods and Related Services, if applicable, as specified in the Call-off Contract. i) "Related Services" if applicable, means the services

	incidental to the supply of the Goods, such as insurance, installation, training, initial maintenance and other such obligations of the Supplier, as specified in the Call-off Contract. j) "SCC" means the Special Conditions of Contract as set out in an individual Call-off Contract. k) "Subcontractor" means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier. l) "Supplier" means the person, private or government entity, or a combination of the above that has concluded a Framework Agreement by the Pakistan State Oil to deliver, under a Call-off Contract, the Goods, and perform the Related Services, as and when required. m) "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 Supplier 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 Bidding process.
4. **Interpretation**	4.1 If the context so requires it, singular means plural and vice versa. 4.2 <u>Entire Agreement</u> The Framework Agreement and all the Contract Documents constitutes the entire agreement between the Pakistan State Oil and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of 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 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 4.6 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 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Pakistan State Oil, shall be written in the language specified in the **FA 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 **FA 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 **FA General Provisions.**
9.Settlement of Disputes	9.1 Settlement of Disputes for Call-off Contracts shall be as specified in the **FA General Provisions**.
10.Scope of Supply	10.1The Goods and Related Services to be supplied shall be as specified in the **FAGP and FASP Supplier's Obligations**.
11.Delivery and Documents	11.1The Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion dates, or schedule, specified in the **Schedule 1: Schedule of Requirements.**
12.Supplier's Responsibilities	12.1The Supplier shall offer to supply (standing offer) to the Procuring Agency, the Goods, including any Related Services if applicable, 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 this Framework Agreement. 12.2During the Term of the Framework Agreement, the Supplier shall continue to be eligible and qualified, and the Goods 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 Supplier shall notify the Procuring Agency immediately, in writing, if it ceases to be qualified and/or ceases to be eligible, or the Goods cease to be eligible. 12.3The Supplier undertakes to supply the Goods under a Call-off Contract. The Goods supplied 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**

	c. in such quantities, at such times and to such locations as specified in the **Framework Agreement, Schedule 1: Schedule of Requirements**. 12.4If specified in the **FA Specific Provisions**, at any point during Term of the Framework Agreement should technological advances be introduced by the Supplier for the Goods originally offered by the Supplier in its bid and still to be delivered, the Supplier shall offer to the Procuring Agency(s) of the Call-off Contract the latest versions of the available Goods having equal or better performance or functionality at no additional cost to the Procuring Agency (s). 12.5The Supplier 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 supply of Goods.
13. Contract Price	13.1Prices charged by the Supplier for the Goods supplied and the Related Services 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.
13. **Terms of Payment**	14.1The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**. 14.2 The Supplier's request for payment shall be made to the Pakistan State Oil in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services 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 Vendors are required to clearly read & understand tax clauses enforced by Government of Pakistan / Provincial Revenue Board 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. 15.3PSO 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 maybe 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 being inclusive of 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 Tax Act. 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 Purchase Order as per applicable rates of the Stamp Act, as amended from time to time. 15.10 The successful pre-qualified bidder shall collect the Purchase Order (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 Purchase Order properly stamped, the pre-qualified bidder would execute the same and would return the signed Purchase Order to PSO for execution on its part. 15.12 PSO would execute the Purchase Order and deliver a copy of the same to the Contractor/supplier.
16 Security Deposit & Performance Guarantee	16.1 <u>Security Deposit</u> a) The bidders have to essentially furnish a bid security in shape of Pay Order / Demand Draft / Bank Guarantee equivalent to the amount mentioned in the RFP payable to Pakistan State Oil Co. Ltd. b) Submission of bid security (Mandatory Requirement) in shape of DD / PO / Bank Guarantee needs to be drop in Tender Box at PSO House before the time of bid opening. c) Bid Security in shape of Bank Guarantee is also allowed on following terms; i. Those who wish to furnish Bank Guarantee obtain format through SAP Ariba Message Board. ii. Bid security in shape of Bank Guarantee shall be subjected to Bank verification, where applicable for lowest responsive bidder and other bidders. iii. In case of fake guarantee, bidder shall be liable for all applicable penalties including blacklisting. iv. Bank guarantees can be submitted against the bids of adequate value on conditions mentioned above, if acceptable. Further all

	costs and risks, if any, associated with bank guarantee shall remain liability of the bidder in all respects. d) Offers received without Bid Security or any amount less than the amount of bid security as mentioned in the PSO's tender document or after the closing date/time shall be rejected. e) The bid security will be refunded in full to unsuccessful bidders. However, in case of successful bidders it will be retained as Security Deposit, refundable on expiry of the Contract or adjustment against claims, if any. 16.2 Performance Guarantee a) the Successful Supplier shall submit to the Company a performance guarantees equivalent to 10% of the total value of the Call-off Contract (inclusive of all applicable taxes) after the issuance of Letter of Award. b) If required as specified in the SCC, the Supplier 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. c) 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 enach the Performance guarantee. d) As specified in the SCC, the Performance Security (or guarantee, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Company; and shall be in one of the format stipulated by the Company in the SCC, or in another format acceptable to the Company. e) The Performance Security (or 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 **Inspections**	17.1 The Supplier shall at its own expense and at no cost to the Pakistan State Oil inspections of the Goods and Related Services as are specified in the **Framework Agreement, Schedule 1: Schedule of Requirements, and/or the SCC**.
18 Change in Laws and Regulations	18.1 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.
19 Change Orders and Contract Amendments	19.1 The Procuring Agency may at any time order the Supplier through notice in accordance **GCC Clause 7**, to make changes within the general scope of the Contract in any one or more of the following: a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency. b) the method of shipment or packing; c) the place of delivery; and d) the Related Services to be provided by the Supplier. e) If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier'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 Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Procuring Agency's change order. 19.2 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

	19.3Value Engineering: The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following; -the proposed change(s), and a description of the difference to the existing contract requirements; -a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including whole life cycle costs) the Procuring Agency may incur in implementing the value engineering proposal; and -a description of any effect(s) of the change on performance/functionality of the Goods, or any Related Services. 19.4The Procuring Agency may accept the value engineering proposal if the proposal demonstrates benefits that: -accelerates the delivery period; or -reduces the Contract Price or the whole life costs to the Procuring Agency; or -improves the quality, efficiency or sustainability of the Goods; or -yields any other benefits to the Procuring Agency, without compromising the necessary functions of the Goods, or any Related Services. 19.5If the value engineering proposal is approved by the Company and results in a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified in the SCC of the reduction in the Contract Price; Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties. Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
20 **Extensions of Time**	20.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related 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 Supplier's notice, the Pakistan State Oil shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract. 20.2 Except in case of **Force Majeure**, as provided under **FAGP Clause 26**, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **FAGP Clause 22**, unless an extension of time is agreed upon, pursuant to **GCC Clause 21.1**.
21 **Termination**	22.1 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 Purchase Order provided that no such event occurs as a result of a Force Majeure Event: (a) the dissolution, merger, consolidation, amalgamation, reorganisation 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 Purchase Order. (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;

<table>
<tr><td></td><td>(c) any assignment or transfer by the Contractor of this Purchase Order 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 this Purchase Order by giving a notice of fifteen (15) days (“Termination Notice”) to the Contractor whereupon this Purchase Order 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 Purchase Order shall be without prejudice to the right and obligations which have accrued prior to such termination.

(e) Notwithstanding anything contained herein above, this FA 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.</td></tr>
<tr><td>22 Vendor Performance Evaluation</td><td>a. The parameters on which Vendors will be evaluated are as follows;

<table>
<tr><td rowspan="5">Timeliness</td><td>Work efficiently planned & executed</td></tr>
<tr><td>Compliance to timelines</td></tr>
<tr><td>Timely Completion</td></tr>
<tr><td>Timely documentation / reports / invoices submitted</td></tr>
<tr><td>Timely corrections made as advised/informed(Responsiveness)</td></tr>
</table>
</td></tr>
</table>

Quality Of Goods and Related Services	Quality of Goods supplied and Related Services performed are as per specifications.
	General compliance to terms and conditions of the Framework Agreement.

Health, Safety & Environment	Implementation of appropriate safety practices (as per safety permits issued etc.)
	General compliance to HSE terms and conditions of the order.

Contractor Performance Evaluation (Clauses):

- Successful Bidder's performance shall be monitored through Vendor Performance Evaluation System.

- The evaluation will be conducted in accordance with the parameters of Vendor Performance Report as attached in SAP Ariba project.

- Bidder's performance will be evaluated from issuance of first Call-off Contract to Goods receipt, not limited to this shall also cover the period of performance / support during the warranty period.

- 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.

- Following Scoring / Ranking Grid will be used to evaluate vendor performance against the awarded 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, vendor scores less than three in two project of a fiscal year should considered as non-performer, and may attract temporary blacklisting for six (6) months, subject to the procedure as provided in PPRA Rules and the Company Policy.

- 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.

Special Conditions of Call-off Contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Call-off Contract (GCC). Whenever there is a conflict between the GCC and SCC, the provisions of the SCC shall prevail.

1. Project Site/Final Destination	1.1 The Project Site(s)/Final Destination(s) is/are: ***PSO House IR department Karachi.***
2. Addresses for notices	**PSO's Representatives** The name and contact details of the PSO's Representative under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are: Name: Title/position: Dy. Manager (P&S) Address: PSO House Phone: 99203866
3. Settlement of Disputes	3.1 The settlement of disputes for Call-off Contracts shall be in accordance with **FAGP Section 18.**
4. Contract Price	4.1 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.
5. Terms of payment	Payment for Goods supplied: Payment for Goods shall be made in PKR, as follows: (i) Payment: Contractor payment shall be paid within thirty (30) days of the submission of consignment invoice along with complete supporting document to the Company.
6. Performance Security (or Guarantee)	6.1 Security Deposit a) The bidders have to essentially furnish a bid security in shape of Pay Order / Demand Draft /

	Bank Guarantee equivalent to the amount mentioned in the RFP payable to Pakistan State Oil Co. Ltd. b) Submission of bid security (Mandatory Requirement) in shape of DD / PO / Bank Guarantee needs to be drop in Tender Box at PSO House before the time of bid opening. c) Bid Security in shape of Bank Guarantee is also allowed on following terms; i. Those who wish to furnish Bank Guarantee obtain format through SAP Ariba Message Board. ii. Bid security in shape of Bank Guarantee shall be subjected to Bank verification, where applicable for lowest responsive bidder and other bidders. iii. In case of fake guarantee, bidder shall be liable for all applicable penalties including blacklisting. iv. Bank guarantees can be submitted against the bids of adequate value on conditions mentioned above, if acceptable. Further all costs and risks, if any, associated with bank guarantee shall remain liability of the bidder in all respects. d)Offers received without Bid Security or any amount less than the amount of bid security as mentioned in the PSO's tender document or after the closing date/time shall be rejected. e) The bid security will be refunded in full to unsuccessful bidders. However, in case of successful bidders it will be retained as Security Deposit, refundable on expiry of the Contract or adjustment against claims, if any. 6.2 Performance Security (or Guarantee) (a) The Successful Supplier shall submit to the Company a performance guarantees equivalent to 10% of the total value of the Call-off Contract (inclusive of all applicable taxes) after the issuance of Letter of Award. b) If required as specified in the SCC, the Supplier 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. c) 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. d) As specified in the SCC, the Performance Security (or guarantee, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Company; and shall be in one of the format stipulated by the Company in the SCC, or in another format acceptable to the Company. e) The Performance Security (or 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.
7. **Inspections**	8.1 The inspections shall be: as per the **Framework Agreement Schedule 1: Schedule of Requirements**.
8. Liquidated damages	10.1 In the event of Contractor/Supplier's failure to deliver the Services/Goods within the time mentioned in purchase order/service order, PSO shall be entitled to deduct from his bills all outstanding payments or other works done by him for PSO or from any amount due to him by PSO a sum of Rs.0.1% of Purchase Order/Service Order value per day as liquidated damages for the period which the said services/material remains incomplete or fails to pass the quality tests subject to a maximum 10% of work order amount to be recovered from the Contractor on his default. Note: Penalty/ liquidated damages may be waived in case of Force Majeure situation, however, the Contractor will be required to furnish documentary proof thereof acceptable to PSO. 10.2 During the Term of this Framework Agreement, if supply of Goods found inappropriate (including delays in supplies due to any reason), the respective consignment of the Goods will not be accepted by the

	Company and the Company shall not be liable for any payment for it. 10.3 In case after placement of Purchase Order/s the supplier fails to execute the order in accordance with the required specifications and within the time schedule given by PSO during contract period, PSO shall impose a penalty of 1% per day on the ordered quantity value for each day the supplies are delayed and maximum up to 10% penalty of the value of the ordered quantity. 10.4 PSO reserves the right to cancel PO after serving three notices to supplier on non-compliance of PSO terms & conditions especially on quality & failure on timely delivery. Three notices shall be considered sufficient regardless of time interval between the notices.