

**GENERAL INSTRUCTIONS & TERMS & CONDITIONS WHICH WOULD APPLY FOR BIDDING FOR SERVICES
AGAINST REQUEST FOR QUOTATION**

1 General Instructions

- 1.1 Bids should be submitted on this REQUEST FOR QUOTATION (PUR 03) FORM, which should be placed in the enclosed self addressed envelope. The envelope should be sealed and either dropped in the Tender Box marked procurement & services department placed in the Audit Department, PSO House, Khayanban-e-Iqbal, Clifton Karachi OR sent by post on above address to reach us not later than 1:00 pm on the specified date. However, in case the PSO offices are closed on the due date of this bid, then the closing date will stand extended automatically till the same time on the next working day.
- 1.2 The bidder must sign each page of the REQUEST FOR QUOTATION (PUR -03) FORM.
- 1.3 The offer must be valid at least for 60 days. In case any change whatsoever is made in the offer or refuses to accept the service order within the 60 days validity period, the bid is liable to be rejected and the Earnest Money will be forfeited by PSO and PSO shall not be held liable in any way whatsoever to return/make good the loss of the Earnest Money.
- 1.4 **EARNEST MONEY / SECURITY**
A Pay Order / Demand Draft equivalent to 02% of the total amount of bid, payable to Pakistan State Oil Co. Ltd., Karachi must accompany with this bid as Earnest Money. The Earnest money 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.
- For Purchase / Service Order exceeding Rs. 500,000/- the successful bidder shall provide performance bond in the form of Pay Order or Bank Guarantee for a total of 10% of the Purchase / Service Order value including adjustment of 02% earnest money before issuance of Purchase / Service order.
- 1.5 Offers received without Earnest Money or after the closing date/time shall be rejected. Conditional offers submitted outside the Terms & Conditions of this tender may be accepted or rejected at the sole discretion of the company, without assigning any reason.
- 1/6 The rates should be quoted on 'Net of discount' basis. Discount allowed on the total amount of bid may not be considered.
- 1.7 It must be clearly indicated whether quoted rates are "inclusive" of GST, Excise Duty and other Govt. levies which may be applicable or "exclusive" of such taxes if applicable. In case it is not mentioned, the rates shall be presumed to be inclusive of GST and/or any other Government levies which may be applicable, and the bidder, if awarded the contract, shall be bound to pay all of these taxes, if applicable, within the quoted amount.

- 1.8 The bidder must fill in both columns of "Rate and "Amount" very carefully and must total the amount. In case discrepancy in the rates and corresponding amounts, the "Rate" shall be considered as final and binding on the part of the bidder.
- 1.9 The PSO reserves the right to cancel this Tender in full or part or to accept or reject any or all Tenders without assigning any reason whatsoever and the bidder shall not hold PSO liable for any such cancellation/rejection in full or in part.
2. **List of Terms & Conditions which would form part of Service Order against this bid.**
- 2.1 In case the Contractor has failed to provide the required service to the desired standards the Company has the right to arrange the required service from other sources. In such event if Company has to bear extra cost. the difference along with the consequential loss, if any, shall be recovered from the Contractor and the contractor shall be liable to make such payments.
- 2.2 The Security Deposit, if any, is liable to be forfeited by Company for reasons stated below:-
- i. If during the validity of the Contract, the Contractor fails to honor his commitment;
 - ii. If the Contractor's services are found to be unsatisfactory, and the Contractor fails to improve the performance: or
 - iii. Due to damage/loss/misappropriation of Company's property while in Contractor's custody or due to mishandling or negligence by Contractor or any and all of his men either within or outside the Company's premises:
- 2.3 The Security Deposit will be refunded after expiry of the Contract satisfactorily, after deductions if and any, for any of the reasons mentioned in Para 2.2 above.
- 2.4 In case Company's claim for loss (es) or damage(s) as mentioned above, exceeds the amount of Security Deposit, Company will have the right to recover such amounts from Contractor's bill(s) due from the Company in respect of any other Contract. Services or Supplies, against whatever Order and for whatever location it may be or by initiating legal proceedings against the Contractor.
- 2.5 The scope of services, at the sole discretion of PSO may be increased / decreased to suit Company's operational requirements. Company's liability for payment, however, will be restricted to the actual services rendered at the accepted rate and as per terms and conditions mentioned in the Service Order.
- 2.6 The contractor shall get its firm duly registered with all the relevant agencies / authorities required under any Law, Act, Rules, Ordinance and shall, being the employer of persons rendering the Service on his behalf under this Contract, abide by all the provisions thereof which include EOBI, Social Security, and Workmen Compensation etc. In case the contractor has failed to discharge its legal obligation, the Company reserves the right to deduct the amounts from the payment to the extent that the contractor is liable to pay as "employer".
- 2.7 Any Government levies taxes and contributions etc., if applicable or imposed by Federal Government or Provincial Government or Local Bodies shall have to be borne by the

Contractor and Company shall be absolved at all the times from payment of such duties/taxes/contributions.

- 2.8 The successful bidder will required to provide verification certificate of his employees from the Police Station of the area and will be held entirely responsible for the personal character of his men deputed to carry out the job. Further, the Contractor himself: his staff, whether labour or other category, will be required to establish their identity at the Gate of Company's Premises / Depot either through the National Identity Card or Driving License, Persons failing to establish proper identification and a bona fide representative of the Contractor may not be allowed to enter the Company premises.
- 2.9 No bonus, profit/ other charge or any compensation is payable by Company to the Contractor on the amount of Security Deposit while in Company's custody.
- 2.10 The Contractor undertakes that he shall strictly observe all the provisions of labour laws in respect of the labours employed by him to discharge his obligations under this agreement, and shall also maintain all such registers. Books of Accounts. Service Contractual Books. Leave Records etc., as may be required by law. It is understood that the contractor will permit the Company to inspect books and records as and when required.
- 2.11 The Contract will be for the period mentioned in the Service Order. However, the Company reserves the right to extend the same at its option, at the same rates, terms and conditions of the initial contract.
- 2.12 Payment will be made only for the actual work done as mentioned in the Service Order, on submission of bill, duly verified by Company's representative.
- 2.13 The contractor will be required to provide sufficient labour daily to carry out one or more or all the jobs stated in the Service Order/Contract. Contractor's Supervisor alongwith his men should report to Company's Representative at the stated time daily and shall complete all the jobs assigned to him for the day. The Company shall not be liable to pay overtime or any other compensation.
- 2.14 Offers submitted through this document and contract(s) finalized against the same will be governed by the Terms & Conditions mentioned herein this Document irrespective whether or not any or all the Term & Conditions are incorporated in the final Contract. This will be without prejudice to Company's rights under other Terms & Conditions agreed to and stipulated in the final Contract against this Tender.

Bidder's Signature _____

Name _____

Tel. No. _____

Mobile No. _____

Fax No. _____