



FRAMEWORK AGREEMENT

Procurement No. WSSCS/Ops-S/0018/08/2023-24.

This Framework Agreement (hereinafter called the "Contract") is made and entered on 5th June 2024.

BY AND BETWEEN:

Water & Sanitation Services Company Mingora Swat (hereinafter referred to as the 'CLIENT'), a public company, owned by the Government of the Khyber Pakhtunkhwa and incorporated under the Companies Act 2017, having its office at MSK Tower, G.T Road Rahimabad, Mingora Swat through its GM HR, Admin & Procurement named Mr. Asif Saleem, which expression unless repugnant to the context or meaning thereof, includes and deemed to include its successor-in-interest, administrators, transferees and assign(s) Party of the First Part.;

AND

M/S Azi Khel Construction Co. (Chakisar), having its office at College Colony Near Central Hospital Saidu Sharif Babuzai District Swat, acting through its Managing Director named Waqar Ahmad Khan (hereinafter referred to as the "SERVICE PROVIDER" which expression shall be deemed to mean and include its successors in interest and assigns) Party of the Second Part.

WHEREAS:

A. That CLIENT had publicly tendered for award of Contract for "**Hiring of Vehicles, Machinery, and Manpower for Solid Waste Management & Waste Water Management in the jurisdiction of WSSCS through a framework agreement**", through due course the M/S Azi Khel Construction Co. (Chakisar) was declared successful bidder.

B. The SERVICE PROVIDER, mandated by the CLIENT having proven itself to possess the requisite professional and technical expertise and resources, agrees to provide the said services according to the terms and conditions as defined under the present Contract. Therefore, as a consequence of the above, the Parties hereby agree to enter into the present Contract (the "Contract") as follows:

NOW THEREFORE, in consideration of the mutual promises, covenants, terms and conditions and understandings set forth herein in this Contract, and other good and valuable consideration, the receipt and adequacy and legal sufficiency of which are hereby mutually acknowledged, the Parties with the intent to be legally bound hereby agree as follows:

CLAUSE 1 - DEFINITIONS

For this Contract, the following capitalized words and phrases shall have the meaning specified herein below:

"CLIENT" means WSSC Mingora Swat or any of its subsidiaries;

"Contract" means the Framework Agreement entered by and between WSSC Mingora Swat and M/S Azi Khel Construction Co. (Chakisar);

The term Party means individually CLIENT or SERVICE PROVIDER and collectively as the 'Parties'.

"Taxes" means corporate income tax, zakat, tax on dividends remitted to head office, tax on profit after tax, VAT, turnover tax, GOSI, social security tax, personal income tax, and any taxes, sales taxes, stamp duties, surtaxes and withholding tax of any nature, present or future, that shall be levied on the SERVICE PROVIDER as per applicable laws of the land.

CLAUSE 2 - CONTRACTUAL DOCUMENTS

The present Contract is composed of the following:

- The present contract document.
- The Bidding Document submitted by the SERVICE PROVIDER.
- Notification of Award attached as Appendix- 1
- Service Order attached as Appendix-2

CLAUSE 3 – SCOPE AND SCHEDULE OF THE SERVICES

The purpose of the Services is to assist the CLIENT in providing the services of Vehicles, Machinery, and Manpower for Solid Waste Management & Waste Water Management in the jurisdiction of WSSCS through a framework agreement. The Services are defined as follows,

3.1 The vehicles offered on rent should be in excellent condition, having functional odometers, lighting systems, tires in good condition, etc. and the manpower should be well-trained for such activities.

3.2 The SERVICE PROVIDER shall be responsible for providing proper uniform/Personal protective equipment to the hired staff duly approved by the CLIENT.

3.3 Vehicles shall be provided with drivers and drivers must have valid driving licenses and must be well-versed with the prevailing traffic rules and regulations. In case of any fine/penalty imposed on the driver by the law-enforcing authorities, the CLIENT will not bear any responsibility for the payment of penalties/fines. This will be the sole responsibility of the SERVICE PROVIDER.

3.4 The SERVICE PROVIDER shall provide the desired services as and when required on a need basis at the request of a CLIENT-authorized person in writing before providing the services.

3.5 During duty, a faulty vehicle will be replaced immediately by the SERVICE PROVIDER at the place of duty.

3.6 The workers are required for the activities of solid waste management and wastewater management, Sweeping of roads/streets, etc. from open plots, roads, drains, streets, etc. The wage/food, night charges and personal protective equipment, etc shall be the responsibility of the SERVICE PROVIDER. The workers are required to be available at the site of work by the SERVICE PROVIDER.

3.7 Requirements of services and place of duty so required can be anywhere and anytime throughout the district swat.

3.8 During the duty any expense of the driver/vehicle including toll taxes etc. will be his personal or SERVICE PROVIDER's responsibility.

3.9 On special events/occasions/public holidays, the SERVICE PROVIDER will provide vehicles, machinery, and manpower if required, for which, the client will pay no extra charges.

3.10 All fuel necessary for the usage of the vehicles/Machinery shall be supplied by CLIENT, who will be responsible for its supply and purchase.

3.11 All vehicles shall be supplied by the SERVICE PROVIDER with a full fuel tank before commencing the specified work and shall be returned to the Service Provider with a full fuel tank upon completion of the work.

3.12 Drivers shall fill log sheet to account for all usage.

3.13 The vehicle is to be insured comprehensively by the SERVICE PROVIDER, if not insured, the SERVICE PROVIDER shall be responsible for any occurrence.

3.14 The loss or damage of the vehicle, due either to theft, removal by force, or any act of violence or conflict, shall be the sole liability of the SERVICE PROVIDER. The risks of any such incidents are therefore the full responsibility of the SERVICE PROVIDER, and in no way can any claims be made upon the CLIENT.

3.15 Any accident injuries or physical damage, natural disaster, or banditry acts to the vehicles/Machinery is the responsibility of the SERVICE PROVIDER, and therefore, CLIENT cannot be held responsible for the SERVICE PROVIDER.

3.16 The SERVICE PROVIDER will inform, the CLIENT as soon as possible in case of a breakdown or accident.

3.17 Any accident, injury, or physical damage to any third party is the sole responsibility of the SERVICE PROVIDER.

3.18 The SERVICE PROVIDER testifies to own all legal documents concerning the vehicle/Machinery, including original documents of ownership, registration, and insurance.

3.19 The SERVICE PROVIDER is responsible for all legal registration fees and taxes due on the vehicle/Machinery and ensures all payments thereof are kept up to date.

3.20 All maintenance and repairs required for the vehicle will be the responsibility of the SERVICE PROVIDER. This will include regular replacement of all lubricants, filters, and periodic general maintenance.

3.21 The SERVICE PROVIDER will be responsible for all major vehicle components, mechanical or otherwise for the time necessary for any repair or replacement of said components, during which the vehicle/Machinery cannot be utilized by the CLIENT, payment will not be made. Any temporary replacement of the vehicle must be preapproved and accepted by the CLIENT in writing.

3.22 All maintenance is to be carried out in the location of the vehicle's duty station at the SERVICE PROVIDER's expense.

3.23 Maintenance must be scheduled in conjunction with the SERVICE PROVIDER at such times that it minimizes loss of use of the vehicle.

3.24 If the SERVICE PROVIDER is unable to carry out repairs within a reasonable time (to be agreed by both parties) the CLIENT retains the right to arrange the repairs and submit the receipts to the SERVICE PROVIDER debiting that amount from the monthly rental.

3.25 The Services shall be carried out generally within the jurisdiction of WSSC Mingora Swat or as per direct instructions provided by the CLIENT. The Parties agree that the CLIENT will be able to ask for the execution of the Services immediately following the signature of the Contract by both Parties.

CLAUSE 4 - MODIFICATION OF THE SERVICES

In the event the CLIENT is obliged to modify the Services in their content, their objectives, their duration, or their scheduling, the SERVICE PROVIDER agrees and undertakes to modify the performance of the Services according to the new requirements.

CLAUSE 5 - APPOINTMENT OF REPRESENTATIVE

At the date of signing this Contract, the CLIENT appoints the following as its representative:

NAME- Mr. Muhammad Tahir Khan


Aziz Construction Company &




DESIGNATION: Dy Manager Solid Waste Management.

Mobile No. 0344-9888912

At the date of signing this Contract, the SERVICE PROVIDER appoints the following as its representative:
NAME, Rashid Ahmad

DESIGNATION-Supervisor

CNIC: 15503-4725849-1

Mobile No.0347-9439355

The CLIENT and the SERVICE PROVIDER may appoint alternate representatives for the coordination and monitoring of the performance of the Services upon written notification to the other Party.

CLAUSE 6 - OBLIGATIONS OF THE SERVICE PROVIDER

6.1 Quality of Service

The SERVICE PROVIDER undertakes to perform the Services and carry out its obligations with all due diligence and efficiency following generally accepted professional techniques and practices, and the laws and regulations in force that apply to the performance of the Services.

The SERVICE PROVIDER undertakes while performing the Services and carrying out its obligations to observe sound management practices and to employ appropriate advanced technology and safe methods.

6.2 Local Law

The SERVICE PROVIDER shall always behave in a manner consistent with local standards, sensitivities, and habits, to avoid causing trouble.

Any non-compliance with the above provisions shall be considered a substantial breach of the Contract and therefore shall lead to immediate repatriation and termination of the Contract at the expense of the SERVICE PROVIDER.

CLAUSE 7 – PRICE/PAYMENT SCHEDULE

7.1 The SERVICE PROVIDER shall render the services specified herein at the agreed-upon rates as tabulated below, on an as-needed basis until the duration of the contract term,

Sr. No.	DESCRIPTION OF THE SERVICES	UNIT TYPE	UNIT RATE
1	Provision of Manpower, responsible for the cleaning of drains, removal of debris, clearing /lifting of solid waste filling of trollies, and sweeping of roads/streets, etc., and any other duty assigned by WSSC Swat	Per day	1,234
2	Provision of Medium Dumper / Dayna or equivalent having around 120 cft capacity including Hydraulic jack facility for unloading (with a driver and Without fuel).	Per day	4,987
3	Provision of Tractor MF 385 (4WD) or equivalent, including front-end Loader with a driver and Without fuel.	Per day	12,856
4	Provision of Tractor with front-end Blad (with a Driver and Without fuel).	Per day	13,100
5	Prpvision of Excavator Hitachi or equivalent ranging 50 to 70 with various attachments (buckets, jackhammer, etc.), along with a driver and Without fuel (Refurbished model not below the model of 2015).	Per Hour	2,345

6	Provision of Excavator Hitachi or equivalent, ranging 130 to 150 with various attachments (buckets, jackhammer, etc.) along with a driver and Without fuel (Refurbished not below the model of 2015)	Per Hour	1,816
TOTAL CONTRACT CEILING AMOUNT			16,000,000/-

7.2 The price stated here above in Sub-Clause 7.1 includes the SERVICE PROVIDER's costs, supplies, and obligations of any kind; and it takes into account all the particularities and circumstances of this Contract, notably all means employed or susceptible to be employed by the SERVICE PROVIDER, which cannot, therefore, pretend any complementary remuneration. No increase in the rates, for any reason, shall be acceptable during the validity of the contract.

7.3 The SERVICE PROVIDER shall abide by all the Rules and Regulations relating to the Minimum Wage Act, Labor Law, Accident, Workmen Compensation Act, Workmen Insurance EOBI/ESSI, and other relevant laws relating to specified services. This will be the sole responsibility of the SERVICE PROVIDER and the CLIENT will not be a party at any stage to any kind of dispute relating to the above. In case any dispute arises due to non-performance by the SERVICE PROVIDER, under no circumstances the CLIENT be liable/responsible for the same.

7.4 Payment shall be made on monthly credit based on actual utilization, within thirty (30) days of each rental month during which the required services have been utilized, through cross cheque.

7.5 No advance payment shall be made.

7.6 The SERVICE PROVIDER shall be responsible for all duties and taxes as per government directives issued from time to time.

7.7 The vehicle shall be utilized for eight (8) hours per day.

7.8 The worker/laborer shall perform duties for eight (8) hours per day.

7.9 The worker wages shall be calculated on a full-day basis, regardless of whether the work performed is less than eight (8) hours. Any additional work exceeding eight (8) hours shall be compensated on an hourly basis.

7.10 Mini Truck-Loader/Tractor rent shall be calculated on a full-day basis, regardless of whether the vehicle is utilized for less than eight (8) hours. Any additional utilization exceeding eight (8) hours shall be compensated on an hourly basis.

7.11 Excavator rent shall be calculated solely on an hourly basis.

CLAUSE 8 – INVOICING AND PAYMENT

8.1 The SERVICE PROVIDER will be paid after the receipt of the approved invoice in the manner described hereunder according to Clause 7, which shall be as per actual.

8.2 The SERVICE PROVIDER shall provide with each invoice:

i. A breakdown of all elements that prove the reality and the content of the Services performed according to this Contract; ii. A summary of the Services performed.

8.3 The amounts due will be paid within thirty (30) days from the end of the month of receipt of the approved invoice.

CLAUSE 9 – PERFORMANCE SECURITY

9.1 Eight (8) % cash deduction from Running Bills & 2% Earnest Money attached with the bid shall be applicable. Thus the 2% bid security will automatically be transformed into performance security after the signing of the contract agreement & total deductions shall be 10%.

9.2 The performance security shall be payable to the CLIENT as compensation for any loss resulting from the SERVICE PROVIDER's failure to complete its obligations under the Contract. The SERVICE PROVIDER

shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended.

9.3 The performance security will be returned by the CLIENT no later than Thirty (30) days after the successful completion of the contract period.

CLAUSE 10 - TAXES AND DUTY

10.1 The SERVICE PROVIDER shall be fully responsible for any tax or duty related to the performance of the Services in Pakistan under applicable laws of the land.

CLAUSE 11 - EFFECTIVENESS AND DURATION OF THE CONTRACT

11.1 This contract shall remain valid for One (1) Year effective from 5th June 2024 till 4th June 2025.

11.2 This contract may be extended for a further period (s) under Rule 31 A Sub Section (2) of KPPRA Rules 2014 with the mutual consent of both parties.

11.3 The termination of the Contract for any reason whatsoever shall not give a right to compensation in favor of the SERVICE PROVIDER.

CLAUSE 12 - TERMINATION

The Parties may terminate the Contract as follows:

12.1 Termination by the CLIENT:

The CLIENT may terminate the Contract if the SERVICE PROVIDER does not remedy a failure in the performance of its obligations under this Contract, within fifteen (15) days after being notified by registered mail, and without prejudice to any claim for damages that could be made by the CLIENT to the SERVICE PROVIDER.

In case of early termination for default of the SERVICE PROVIDER, the SERVICE PROVIDER shall not be entitled to any remuneration (other than the Remuneration for the Services rendered during the period before the termination date).

12.2 Termination for Default of Payment:

The SERVICE PROVIDER may terminate the Contract if payment of fees is not received within 30 days of the due date for payment.

CLAUSE 13 - LANGUAGE OF THE CONTRACT AND APPLICABLE LAW

This Contract, prepared in English, shall be executed and shall, in all respects, be read and construed and shall operate in conformity with the KPPRA Act 2012 and KPPRA Rules 2014.

CLAUSE 14 - RESOLUTION OF DISPUTES

All disputes, claims, or controversy arising in connection with this Contract that cannot be settled amicably between the Parties within thirty (30) days after one Party has received from the other Party written notice, shall be finally and exclusively settled by arbitration under Pakistani law.

15 Notification

All notices and correspondences incidental to this contract shall be in English language and shall be addressed to:

CLIENT: GM HR, Admin & Procurement WSSC Mingora Swat, MSK Tower G.T Road Rahimabad, Mingora Swat. Email: asif.saleem@wsscswat.org.pk

SERVICE PROVIDER: Waqar Ahmad Khan (Managing Director)- office at College Colony Near Central Hospital Saidu Sharif Babuzai District Swat Email: waqarahmadkhan1@yahoo.com

CLAUSE 16 PENALTIES/LIQUIDATED DAMAGES

16.1 The SERVICE PROVIDER shall intimate a mobile number, landline, official email, and address for 24/7/365 contacts. Dedicated resources shall be made available by the SERVICE PROVIDER.





16.2 The maximum allowed time for the provision of the requisite services shall be Three (3) hours, starting from the first contact on any of the above mediums of communication.

16.3 In the event of no response within Three (3) hours of the initial contact or instruction via any of the above mediums, the company shall take remedial measures through other sources and charge the SERVICE PROVIDER whatever the cost incurred.

16.4 There might not be any detailed early warnings for the requirement of the services. Any delay in the provision of the services can hamper CLIENT's operational commitments which in no case are acceptable to the CLIENT and might lead to termination of the contract.

16.5 The SERVICE PROVIDER shall also be held liable to pay liquidated damages @ Rs.5, 000/- Per hour delay for each hour of delay in completion of the services subject to a maximum of 10% of the contract price.


16.6 In case of any violation of any provision of the Contract by the SERVICE PROVIDER, the CLIENT shall be entitled to hold the SERVICE PROVIDER liable for any loss incurred to it because of such act of the SERVICE PROVIDER, either monetary, reputational or otherwise.

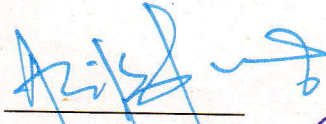
IN WITNESS WHEREOF the parties hereto have caused this Framework Agreement to be executed on the day, month, and year first before written in accordance with their respective laws.

For and on behalf of The Service Provider
M/S Azi Khel Construction Co. (Chakisar)

For and on behalf of the Client
WSSC Mingora Swat


Azikhel Construction Company &
General Order Suppliers

Signature: 
Name: Waqar Ahmad Khan
Title: Managing Director
CNIC: 15602-6236279-1

Signature: 
Name: Asif Saleem
Title: GM HR, Admin & Procurement
CNIC: 15602-0757340-9



Witness

Signature: 
Name: Rashid Ahmad
S/O: Sayed Bacha
CNIC: 15503-4725849-1

Signature: _____
Name: Imtiaz Uddin
Title: Dy Manager Admin & Procurement
CNIC: 15602-6236279-1



(INTEGRITY PACT)
DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAID BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN
CONTRACTS WORTH RS. 10.00 MILLION OR MORE

Contract No. WSSCS/Ops-S/0018/08/2023-24

Dated 4th June 2024

Contract Value: PKR. Rs. 16,000,000/- (Sixteen Million).

Contract Title: Hiring of Vehicles, Machinery, and Manpower for Solid Waste Management & Waste Water Management in the jurisdiction of WSSCS through a framework agreement.

M/S Azi Khel Construction Co. (Chakisar) hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from the Government of Khyber Pakhtunkhwa or any administrative subdivision or agency thereof or any other entity owned or controlled by Government of Khyber Pakhtunkhwa through any corrupt business practice.

Without limiting the generality of the foregoing, M/S Azi Khel Construction Co. (Chakisar) represents and warrants 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 inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government of Khyber Pakhtunkhwa, except that which has been expressly declared pursuant hereto.

M/S Azi Khel Construction Co. (Chakisar) certifies 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 GoKP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

M/S Azi Khel Construction Co. (Chakisar) accepts 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 rights and remedies available to GoKP under any law, contract or other instrument, be voidable at the option of GoKP.

Notwithstanding any rights and remedies exercised by GoKP in this regard, M/S Azi Khel Construction Co. (Chakisar) agrees to indemnify GoKP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoKP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by M/S Azi Khel Construction Co. (Chakisar) as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKP.

Name of the Procuring Entity:
WSSC Mingora Swat

Name of the Contractor:
M/S Azi Khel Construction Co. (Chakisar)
Mr. Waqar Ahmad Khan

Signature:




Signature:

