

TERMS OF REFERENCE

Operations of Shop Stops at PSO Company Owned retail outlets

Introduction and Background

Pakistan State Oil Company Limited (PSO), is the largest energy company in Pakistan, and is engaged in the import, storage, marketing and distribution of range of petroleum products including Motor Gasoline (Mogas), High Speed Diesel (HSD), Furnace Oil (FO), Jet Fuel (JP-1), Kerosene, CNG, LPG, Petrochemicals and Lubricants. PSO serves around 3 Million customers everyday across the entire economic value chain with over 3500 Retail outlets and controls around 74% of the country's oil storage capacity and refueling facilities at 9 airports and 2 sea ports.

Non Fuel Retail (NFR) Department in PSO is responsible for developing and providing services at PSO retail outlets that provide day to day convenience to our customers by engaging well-reputed and experienced parties. Shop Stop, Service Stations and Tyre Shops "Facility(ies)" are a few of such customer-centric services.

Scope and Objective

To provide unmatched, state-of-the-art and professionally managed facilities to our valuable customer and generate incremental revenue for the company. PSO is inviting technically and financially sound parties having required expertise and proven track record to operate and manage Shop Stop at the Company owned Company operated outlets across Pakistan by entering into license agreement with Pakistan State Oil Company.

The applicant will be required to operate the Shop stop as per PSO's approved layout and design following PSO's licence terms & conditions, guidelines, planograms and comply with all the merchandising or any other agreements, alliances and arrangements entered into with respect to the Shop Stop.

An applicant may submit the EOI attached as Annexure A to operate all or a number of outlets as a chain of Shop Stop. The applicant may offer various promotions to the end customers in order to increase traffic flow and sales and visits.

Deliverables for Shop Stop:

- i. The applicant will be required to provide fresh, undamaged, good quality and unexpired products to the customers
- ii. The applicant shall be required to pay a license Fee to PSO on a monthly basis
- iii. The applicant shall be required to keep the store operational 24x7; unless agreed with PSO in case of any variation
- iv. The applicant shall be responsible for employing all staff and its related statutory requirements

- according to labor laws.
- v. The applicant shall be required to procure all merchandise from approved product range of PSO and/or the merchandising partners at its own cost.
 - vi. The applicant is required to maintain hygiene and cleanliness of the washrooms within the C-stores 24x7 at its own cost.

General Key Deliverables

- i. The applicant will be required to abide by all federal, local and provincial laws
- ii. The applicant will be required to pay all utility bills as per their sub meters installed by PSO
- iii. The applicant will install its own security and surveillance system “CCTV” at its own cost and expense.
- iv. The applicant will not construct/amend the interior or exterior without PSO’s prior approval.
- v. The applicant will carry out all the repairs and maintenance job of respective facility and equipment installed therein at his own cost and will keep it in good working condition all the time in accordance with the directions/HSE standards advised to applicant from time to time by PSO.
- vi. The applicant will ensure to maintain and manage the HSE Standards of the PSO conveyed to him by the PSO from time to time and the applicant will ensure that these rules are implemented inside or outside the relevant facility in letter and spirit and no violation whatsoever is committed or caused to be committed including in the law and order situation.
- vii. Licence fee shall commence from the date of handing over the possession of the designated space.
- viii. Current Licensees will be given preference
- ix. The licenced facilities will be run according to guidelines given by PSO.
- x. The applicant will give support in promotional activities and must follow the promotional calendar endorsed by PSO NFR department.
- xi. The applicant must ensure all the employees working on facility are provided with PSO uniform which must be worn during working hours.

OTHER TERMS & CONDITIONS

1. Application Procedure

- It would be single stage/one envelope application process.
- Each page of this TOR along with duly filled Annexure A has to be signed and stamped by the applicant. If they wish to provide additional details, they may do so on their letterhead.
- Each applicant shall submit duly filled form attached as Annexure A in a sealed envelope.
- Applicant must only write the licence fee (exclusive of all taxes, duties etc) in front of the retail outlet name which applicant is interested in under “**Licence Fee**” column of form.
- Applicant can apply for more than one outlet if it has capability to run number of outlets simultaneously.
- Service Tax is applicable on the retail outlets according to the local/provincial laws.
- Incomplete forms or document may be rejected by the Company.

- Any proposal/EOI received via courier or in person after the deadline will not be acceptable.
- Applicants who are sending through courier need to ensure that it reaches the drop box well before the deadline.
- Applicants may submit their proposals along with necessary information & documents in a sealed envelope on the drop box marked as “NFR” latest by **January 4th, 2019 by 5:00 pm** at the below mentioned address.

**Ground Floor, PSO House
Khayaban-e-Iqbal, Clifton
Karachi
UAN: 111-111-PSO (776)**

- Applicant must mark the envelope as “**EOI for Operations of Shop Stop**”. The name and address of the applicant must also appear on the envelope.

Disclaimer

Pakistan State Oil Company Limited reserves the right to reject any or all proposals without assigning any reason.

Pakistan State Oil Company may consider any proposal not prepared and/or not submitted in accordance with the provisions hereof as not qualified and reject any and all proposals. Any proposal may be withdrawn prior to the above scheduled time and authorized postponement thereof.

2. Transfer of Rights

The facilities allotted to the applicant, cannot be transferred, sublet and sub-contracted for operations to any third party.

3. Time Line

- i. The agreement will be valid for the period of 3 years which can be extended further for 2 years as mutually agreed by the parties.
- ii. The successful parties will make the facility operational within 1 months of handing over the possession or any agreed time, failure to do so may result in the termination of the Licence Agreement.

4. Force Majeure

Neither party shall be liable to the other Party (except for obligations to make payments) on account of any failure to perform by reason of any event beyond its control such as strikes and lockouts (other than strikes or lockouts at the Site), accidents, fires, explosions, floods,

earthquakes, wars, declared or undeclared hostilities, act of any government or government authority or government entity, riots, rebellions, revolutions, blockades, embargoes, acts of god or any other cause beyond the control of that Party and which such Party could not avoid by the exercise of reasonable diligence.

5. Mode of Payment

Payment will be made:

- i. Payment of Licence fee and security deposit would be made in PKR in favor of Pakistan State Oil in the form of Pay order/demand draft only.
- ii. License fee shall be paid one month advance in addition to the one time security deposit i.e equivalent to three months licence fee.

6. Disclaimer

PSO reserves the right to reject EOI of any applicant, and PSO has a right to alter or eliminate any specified location and /or cancel the TOR/EOI without assigning any reason.

7. Documents Required:

Following documents are to be submitted along with apply:

S.No	Document	Attached (Yes/No)
1	Complete company profile, details of business along with addresses on letterhead	
2	Copy of CNIC of applicant	
3	NTN Certificate	
4	Sales Tax Registration Certificate (if applicable)	
5	Affidavit on stamp paper of appropriate value that the applicant has not been involved in any litigation or is defaulter of PSO.	
6	Bank Certificate in original showing turnover, conforming account handling with xx number of years etc.	
8	All the documents specified in Annexure A, where applicable.	

Mandatory Requirements:

(Please Tick appropriate column, the applicant will be automatically rejected if following requirements are not met)

S. No	Description	Yes	No
01	Has your firm/business been involved in any litigation or blacklisted with PSO or any other entity?		
	<i>(If yes please provide details on Company Letter Head) If no, Please provide an undertaking stating that your company has never been blacklisted neither involved in litigation with PSO.</i>		
02	Is your firm/business registered with the tax (FBR) Authorities?		
	<i>(If yes please provide NTN Certificate. If applicable also provide Provincial/Service Tax Registration number)</i>		

EXPRESSION OF INTEREST FOR THE OPERATIONS OF SHOP STOP

ANNEXURE A

Details of the Applicant

Name of the Applicant: _____

Mailing Address: _____

Residential Address: _____

CNIC #: _____

NTN #: _____

GST # (if applicable): _____

Landline number: _____

Cellphone number: _____

Email Address: _____

Details/information required for Shop Stop

Type of Ownership

Sole Proprietorship Partnership Company

In case of partnership and company kindly provide legal paperwork of the business owners and its formation.

Past experience in shop operations _____ Years/Months

Provide evidence of the experience (Name of business, location/address, and bank statement of the past business)

How many other shops being managed _____

Please provide details of shops being managed (names, addresses and proof of the ownership i.e. bank statement etc)

Annual sales turnover over past three years Rs. _____

Please provide audited financial statements or business bank account statements or income tax return

SHOP STOP SITES

Choose any or all of them and propose a monthly license fee and percentage of sales in the 'Licence fee' column against each outlet.

S#	City	Site Name	Size	Licence Fees
1	Multan	PSO S/S 11 (Faridia)	24*24	
2	Multan	PSO S/s 54 (Sheharyar)	24*36	
3	Peshawar	PSO S/S 71 (Army Golden Arrow)*	48*24	
4	Faisalabad	PSO S/s 14 (Police Welfare)	33*17	
5	Karachi	PSO S/s 70 (Pakistan State Oil) (Formerly Globe P/s)	34*11	
6	Sukkur	PSO S/s 62 (Ayub Gate)	24*24	
7	Rawalpindi	PSO S/s 53 (Police Welfare)	12*24	

***Due to high security area, successful applicant shall obtain security clearance from Army prior to taking over the facility. Appointment of operator and execution of Agreement are subject to presenting the security clearance.**

***In case of refusal for security clearance, the next applicant in line will be given the opportunity.**

STATEMENT REGARDING SUBMISSION OF DOCUMENTS

Having read the terms and condition given in this apply document we/I hereby declare:

- a. That the information furnished in our proposal/EOI is accurate to the best of our knowledge.
- b. That in case of being awarded the facility we acknowledge that we will adhere to the terms and conditions aforementioned in the EOI/TOR document, and all the policies outlined herein.
- c. We enclose all the required documents and information required for the proposal/EOI evaluation.

Date.....

Applicant's Name.....

Represented by

Signature.....

(Full name and designation of the person signing and stamp or seal if available)