Standard Bidding Document

SSGC/SC/PT/EPADS/14494 (Ditiching / Back filling Affiliation Works Excavation of Trial Pits/Excavation of Trenches for Laying of 180mm, 125 mm, 63mm P.E Gas Pipeline Soft Padding & Soft Cushioning For District Sujawal at Chuhar Jamali Town)
(Non-Consultancy Services)

National

Single Stage-Two Envelope

CORRIGENDUM # 1	CORR-P137547-001
Initiation Date	November 20, 2026

November 20, 2026

SSGC (PROCUREMENT DEPARTMENT),DCM
ST-4/B, Block 14, Sir Shah Suleman Road, Gulshan-e-Iqbal, Karachi, Pakistan
Phone: +92-322-821-4899, Email: MMTE@SSGC.COM.PK

Table of Contents

PROCUREMENT NOTICE 1

Instructions to Bidders 3

Bid Data Sheet 23

Bids Data Sheet (BDS) 24

Eligibility Criteria 28

Evaluation Criteria 29

Required Services 30

Related Services : 35

Services Specifications 36

Scope of Work 39

Brief Description 39

Price Schedule 40

General Conditions of Contract 42

Special Conditions of Contract 52

Bid Securing Declaration 57

Contract Form 59

Integrity Pact 62

Performance Guarantee Form 64

Annexure 67

SSGC/SC/PT/EPADS/14494 Technical Proposal 68

SSGC/SC/PT/EPADS/14494 Financial Proposal 68

Procurement Forms 69

Historical Contract Non-Performance, and Pending Litigation and Litigation History 1

Additional Forms and Documents 72

PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **SSGC (PROCUREMENT DEPARTMENT)** has reserved Funds for the procurement planned for FY **2026-27**. The **SSGC (PROCUREMENT DEPARTMENT)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**SSGC/SC/PT/EPADS/14494 (Ditiching / Back filling Affiliation Works Excavation of Trial Pits/Excavation of Trenches for Laying of 180mm, 125 mm, 63mm P.E Gas Pipeline Soft Padding & Soft Cushioning For District Sujawal at Chuhar Jamali Town)**" with the reference of **"P137547"**

2. The **SSGC (PROCUREMENT DEPARTMENT)** invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-Consultancy Services.

3. **Single Stage-Two Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Least Cost Based Selection (LCBS)**Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, and Instructions issued by the Authority (from time to time).

4. All Bids must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order, Call at Deposit, Bank Guarantee** or Bid Securing Declaration on the prescribed format described.

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/137547**.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Monday, November 30, 2026 10:00 AM**. E-bids will be opened on the same day at **Monday, November 30, 2026 10:30 AM**. Manual submission of Bids shall

not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0,** may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to explain the registration process is available at **https://www.youtube.com/watch?v=MNW6T38v7tc**

In terms of Rules 65 of Public Procurement Rules, 2026 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at (**www.ppra.gov.pk**).

SSGC (PROCUREMENT DEPARTMENT), DCM
ST-4/B, Block 14, Sir Shah Suleman Road, Gulshan-e-Iqbal, Karachi, Pakistan
+92-322-821-4899
MMTE@SSGC.COM.PK

Instructions to Bidders

A. Introduction

1. **Scope of Bids**

1.1. The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids through **EPADS v2.0** for the provision of Non-Consultancy Services as specified in the BDS and **in Section Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. **Single Stage-Two Envelope** procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the **BDS**.

2. **Source of Funds**

2.1. Source of funds is referred in Clause-1 of Procurement Notice.

3. **Fraud & Corruption**

3.1. As defined under Rule 2(1)(x) of Public Procurement Rules, 2026.

4. **Eligible Bidders**

4.1. The Eligibility of the Bidders shall be determined in accordance with the Rule 21 of the Public Procurement Rules, 2026.

5. **Qualification of the Bidder**

5.1. All Bidders shall provide Bid Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

B. Bidding Documents

6. **Contents of Standard Bidding Document**

6.1. The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued in accordance with **ITB 8.1** include:

Section I -Invitation to Bid
Section II Instructions to Bidders (ITB)
Section III Bid Data Sheet (BDS)
Section IV Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.
Section V Fraud & Corruption
Section VI General Conditions of Contract (GCC)
Section VII Special Conditions of Contract (SCC)
Section VIII Contract Forms

6.2. The Bidder is expected to examine all instructions, requirements, forms, terms and specifications in the bidding documents. Failure to furnish all the information required in the bidding document will be at the Service provider's risk and may result in the rejection of his bids.

7. **Clarifications**

7.1. All clarification shall be in accordance with the Rule 38 of the public Procurement Rules, 2026.

8. **Amendment of Bidding documents**

8.1. Before the deadline for submission of bids, the procuring agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addendum.

8.2. Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document pursuant to **ITB 8 .1** shall be uploaded on EPADS v2.0 as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the **BDS**:

Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.

8.3. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of bids after record reason in writing:

Provided that the Procuring Agency shall extend the deadline for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

C. Preparation of Bids

9. Documents Constituting the Bids

9.1. The bids prepared by the bidders shall constitute the following components: -

9.1.1. Forms of bid and Bid Prices completed in accordance with ITB 10 and 11;

9.1.2. Documentary evidence established in accordance with ITB 10 that services to be provided by the bidder are eligible services, and conform to the bidding documents;

9.1.3. Documentary evidence established in accordance with ITB 11 that the bidder is eligible and/or qualified for the subject bidding process;

9.1.4. Documentary evidence established in accordance with ITB 11.3 that the bidder has been authorized to provide the services;

9.1.5. Bid security or Bids Securing Declaration furnished in accordance with ITB 17; and

9.1.6. Any other document required in the BDS.

10. **Documents Establishing Eligibility of the Services and Conformity to bidding documents**

10.1. To establish the conformity of the Non-Consulting Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.

10.2. Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive.

11. **Documents Establishing Eligibility and Qualification of the Bidder**

11.1. The bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

11.2. The documentary evidence of the bidder's eligibility to bids shall establish to the satisfaction of the procuring agency that the bidder, at the time of submission of its bid, is from an eligible country.

11.3. The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the satisfaction of procuring agency that:

11.3.1. the bidder has the financial, technical, provisions of services and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.

11.3.2. that the bidder meets the qualification criteria listed in the Bids Data Sheet.

12. **Form of Bid**

12.1. **The bidder shall fill the Form of Bid furnished in the bidding documents. The Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.**

13. **Bids Prices**

13.1. The Bids Prices quoted by the bidder in the Forms of Bid and in the price schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.

13.2. All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed to be included in the prices of other items.

13.3. The Bid price to be quoted in the Forms of Bid in accordance with ITB 12 shall be the total price of the bid, excluding any discounts offered.

13.4. The bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.

13.5. Prices quoted by the bidder shall be fixed during the currency of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected pursuant to ITB 28, unless otherwise price adjustment is permissible under Conditions of the Contract.

14. **Price Adjustment**

14.1. Price adjustment shall not be applicable on the contract with less then 12 months period.

14.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services upto maximum 15% on annual basis.

14.3. **Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the condition that clause 14.2 shall not be applicable in that case.**

15. **Bids Currencies**

15.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS.

16. **Bid Validity Period**

16.1. Bid(s) shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

17. **Bid Security or Bid Securing Declaration**

17.1. Unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, in the amount and currency specified in the BDS or Bid Securing Declaration on the format provided in Form 9 The scanned copy of the Bids Security shall be uploaded in the EPADS v2.0 while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.

17.2. The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder’s conduct which would warrant the security’s forfeiture, pursuant to ITB 17.5

17.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in 17.5 are invoked.

17.4. Unsuccessful Bidders’ Bid Security will be discharged or returned as promptly as possible after the award of contract, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to ITB 16. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, whichever of the following that occurs earliest:

17.4.1. the expiry of the Bid Security;

17.4.2. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the bidding document;

17.4.3. the rejection by the Procuring Agency of all Bids;

17.4.4. the withdrawal of the Bid prior to the deadline for the submission of bids, unless the bidding document stipulate that no such withdrawal is permitted.

17.5. The Bid Security may be forfeited or the Bid Securing Declaration executed:

17.5.1. if a bidder:

17.5.1.1. withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the bidder in the Forms of Bid, except as provided for in the ITBs; or

17.5.1.2. does not accept the correction of errors pursuant to ITB 30; or

17.5.2. in the case of a successful bidder fails:

17.5.2.1. **to sign the contract in accordance with ITB 48; or**

17.5.2.2. **to furnish Performance Guarantee in accordance with ITB 49.**

17.6. **The bid security shall be valid for a period specified in BDS. Bids with shorter bid security validity period shall be rejected straight away.**

18. **Alternative Bids by Bidders**

18.1. Alternatives will not be considered, unless specifically allowed for in the BDS.

18.2. When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different time schedules will be described in Section V, Evaluation and Qualification Criteria.

19. **Withdrawal, Substitution, and Modification of Bids**

19.1. Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.

20. **Format and Signing of Bids**

20.1. The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through EPADS v2.0.

D. Submission of Bids

21. **Submission of Bids through EPADS v2.0 before deadline**

21.1. The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS v2.0, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

21.2. The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8. In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

22. **Establishment of Procurement Cell**

22.1. PA to establish a Procurement Cell which shall carryout procurements as per Rule 10 of Public Procurement Rules, 2026.

23. **Opening & Evaluation of Bids by the Bid Evaluation Committee**

23.1. As per Rule 11 of Public Procurement Rules, 2026
(PA to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements with an estimated value up to two billion rupees)

24. **Third Party Validation**

24.1. **In compliance with Rule 12** of Public Procurement Rules, 2026, the third-party validation committee or firm shall validate all procurements above five hundred million and up to two 2 billion rupees. The third-party validation shall be conducted at specifications, bidding documents preparation, technical (if any) & final evaluation stages.

25. **External Bid Evaluation Committee**

25.1. **As per Rule 13 of Public Procurement Rules, 2026,** procurements with an estimated value above two billion rupees shall be opened and evaluated by the Procuring Agency's notified External Bid Evaluation Committee.

26. **Opening of Bids**

26.1. The Procuring Agency will open all bids through EPADS at the place, on the date and at the time, specified in the **BDS**.

26.2. The bids shall be opened one at a time, and the following and recorded: (a) the name of the bidder; (b) the presence of a bid security, if required; and (c) any other details as the procuring agency may consider appropriate.

26.3. No bid will be rejected at the time of bid opening except for bids whose bid security has not been provided to the procuring agency before submission deadline**.**

27. **Confidentiality**

27.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other person(s) not officially concerned with such process, until the time of the announcement of the respective evaluation report.

27.2. Any effort by a bidder to influence the procuring agency processing of bids or award decision may result in the rejection of his bid.

28. **Preliminary Examination of Bids**

28.1. Prior to the detailed evaluation of bids, the procuring agency will determine whether each bid:

28.1.1. meets the eligibility criteria defined in **ITB 4**;

28.1.2. has been prepared as per the format and contents defined by the procuring agency in the bidding document;

28.1.3. is accompanied by the required securities; and

28.1.4. is substantially responsive to the requirements of the bidding document.

28.2. The procuring agency will confirm that the documents and information specified under **ITB 9,10 and 11** have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.

28.3. If a bid is not substantially responsive, it will be rejected by the procuring agency and may not subsequently be evaluated for complete technical responsiveness.

29. **Examination of Terms and Conditions, Technical Evaluation**

29.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **ITB 21,** to confirm that all requirements specified in **Evaluation Criteria, Technical Specifications and**

Schedule of Requirements,prescribed inthe bidding document have been met without material deviation or reservation.

29.2. If after the examination of the terms and conditions and the technical evaluation, the procuring agency determines that the bid is not substantially responsive in accordance with **ITB 28,** it shall reject the bids.

30. **Correction of Errors**

30.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

30.1.1. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the procuring agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

30.1.2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

30.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

30.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Forms of bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

30.2. The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 17.**

31. **Conversion to Single Currency**

31.1. As per Rule 42(2) of Public Procurement Rules, 2026.

32. **Evaluation of Bids**

32.1. The procuring agency shall evaluate bids in accordance with Rule 42 of Public Procurement Rules, 2026 and compare only those bids determined to be substantially responsive, pursuant to **ITB 28.**

32.2. In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the evaluation criteria and methodologies specified in the **Bid Data Sheet (BDS)** and in accordance with the Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.

32.3. **In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS. However, in no case the rates shall be higher than the original financial bids.**

32.4. The Procuring agency/Employer's evaluation of a bid will take into account:

32.4.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

32.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 30;**

32.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 31**;

32.6. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

32.7. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a successful bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot

combinations in the Form of Bid, is specified in the **BDS.**

33. **Determination of Most Advantageous Bids**

33.1. Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the **BDS** or prescribed in the separate section titled as Evaluation Criteria.

34. **Abnormally Low Financial Bids**

34.1. Subject to sub-clause (2), a procuring agency may, in the procurement of goods, works and services, reject a bid if it has determined that the price, in combination with other constituent elements of the bid, is abnormally low in relation to the subject matter of the procurement such that it raises material concerns on the part of the procuring agency as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price.

34.2. A procuring agency shall not reject a bid as abnormally low under sub-rule (1) unless the procuring agency—

34.2.1. requested through EPADS from the bidder a written clarification of bid, including a detailed price analysis of its bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding documents; and

34.2.2. having taken into account the information provided by the bidder in response to a request under clause (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily against the offered price.

34.3. The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision. The procuring agency may reinitiate the bidding process after communication of such decision.

34.4. Every abnormally low bid shall be investigated in order to determine the reason for submitting the bid including whether the bid was submitted in order to remove other bidders from competition.

34.5. In case it is established after investigation that the bidder submitted an abnormally low bid to remove other bidders from competition or to frustrate the bidding process, the procuring agency may blacklist the bidder in accordance with Rule 25(1)(d).

35. **Rejection of Bids**

35.1. As per Rule 45 of Public Procurement Rules, 2026

36. **Cancellation of procurement**

36.1. As per Rule 46 of Public Procurement Rules, 2026

37. **Single Responsive Bid**

37.1. The procuring agency may consider single responsive subject to underlying conditions of Rule 50 of Public Procurement Rules, 2026.

38. **Alternate Dispute Resolution (ADR)**

38.1. As per Rule 66 of Public Procurement Rules, 2026

39. **Arbitration Clause**

39.1. Appointing Authority for the Arbitrator shall be Managing Director (PPRA) OR Secretary (Ministry of Law & Justice),

40. **Fee of the Arbitrator**

40.1. The fee shall be specified in PKR as detrmined by the Appointing Authority and shall be shared equally by each party.

41. **Socio-economic development**

41.1. As per Rule 63 of Public Procurement Rules, 2026, PA to encourage the inclusiveness of small and medium enterprises, and marginalized groups by

according preferences in line with the notified policies of the Federal Government

42. **Environmental objectives**

42.1. As per Rule 64 of Public Procurement Rules, 2026, The procuring agency may seek to procure services with a reduced environmental impact throughout their life cycle when compared to services with the same primary function that may otherwise be procured.

F. Award of Contract

43. **Appointment of Contract Manager**

43.1. The procuring agency shall designate a Contract Manager for each procurement or class of procurement who shall manage the contract as per Rule 58 & 59 of Public Procurement Rules, 2026.

44. **Criteria of Award**

44.1. The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and that has been declared as Successful Bid .

45. **Procuring Agency’s Right to reject All Bids**

45.1. The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).

45.2. Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.

46. **Procuring Agency’s Right to Vary Quantities at the Time of Award**

46.1. The procuring agency reserves the right, at the time of contract award, to increase or decrease not more than 15% of the original scope of related services originally specified in the Schedule of Requirements, provided that such variation does not exceed the percentage indicated in the **Bid Data Sheet (BDS)**. This adjustment shall be made without any change in the unit price or other terms and conditions of the Bids and Bidding Documents.

47. **Notification of Award**

47.1. Prior to the award of contract, the procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.

47.2. Bidder whose bid has been accepted, will be notified for the award by the Procuring Agency prior to expiration of the Bid Validity period through EPADS. The Letter of Award will state the sum that the procuring agency will pay the successful bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

47.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee in accordance with **ITB 49** and signing of the contract in accordance with **ITB 48.**

48. **Signing of Contract**

48.1. Promptly after notification of award, Procuring Agency shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. The successful bidder and the procuring agency shall sign the contract.

49. **Performance Guarantee**

49.1. After the receipt of the Letter of Award, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the **BDS and SCC**,

denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

49.2. Failure of the successful bidder to comply with the requirement of **ITB 49.1** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the procuring agency may make the award to the next ranked bidder or call for new bids.

50. **Advance Payment**

50.1. The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the **BDS**. The Advance Payment request shall be accompanied by an Advance Payment Guarantee in the form provided in Contract Forms.

51. **Arbitration**

51.1. The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the **SCC**.

52. **Corrupt & Fraudulent Practices**

52.1. Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. Grievance Redressal & Complaint Review Mechanism

53. **Constitution of Grievance Redressal**

53.1. The Principal Accounting Officer or head of procuring agency or any authorized officer shall constitute a committee comprising of odd number of members completely outside the procuring agency from any other procuring agency or from the pool of experts maintained by the Authority and

accessible through EPADS with necessary powers and authorizations, to address the complaints of bidders or parties that may occur prior to the entry into force of the procurement contract.

53.2. Any party may file a written complaint, two days prior to the proposal submission deadline, against the eligibility parameters, evaluation criteria or any other terms and conditions described in the bidding documents, if found contrary to the provisions of the procurement regulatory framework, and the same shall be addressed by the GRC.

53.3. Any bidder or party feeling aggrieved by any act of the procuring agency after the submission of bid, may lodge a written complaint concerning his grievances within seven days of announcement of the technical evaluation report and five days after issuance of final evaluation report.

53.4. In case, the complaint is filed against the technical or final evaluation report, the GRC may suspend the procurement proceedings till the decision.

53.5. In case, the complaint is filed after the issuance of the final evaluation report, the complainant may not raise any objection on technical evaluation of the report:Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage-single envelope bidding procedure is adopted.

53.6. The GRC shall investigate and decide upon the complaint within ten days of its receipt.

53.7. Any bidder or party not satisfied with the decision of the GRC or if GRC fails to decide within ten days under sub-rule 6, may file an appeal before the Appellate Committee of the Authority, comprising odd number of members including an external member within ten days of communication of decision subject to depositing the prescribed fee and in accordance with the procedure determined by the Authority. The Appellate Committee of the Authority shall decide the appeal within 45 days from the receipt of the appeal. The Appellate Committee may suspend the process of award of contract to such period as deemed appropriate during the pendency of appeal. The decision of the Appellate Committee of the Authority shall be considered as final.

H. Blacklisting/ Debarment

55. **Procedure for Blacklisting/Debarment**

55.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-25 of the Public Procurement Rules, 2026 , Mechanism for Blacklisting, Debarment Regulations, 2024 and “procedure for filling and disposal of review petition under rule-25(6) of Public Procurement Rules, 2026.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Bid Data Sheet

Bids Data Sheet (BDS)

The following specific data for the procurement of Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS Clause Number
ITB Number
Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. Introduction

BDS Clause Number 1
ITB Number 1.1

Name of Procuring Agency: **SSGC (PROCUREMENT DEPARTMENT)**

The subject of procurement is: **SSGC/SC/PT/EPADS/14494 (Ditiching / Back filling Affiliation Works Excavation of Trial Pits/Excavation of Trenches for Laying of 180mm, 125 mm, 63mm P.E Gas Pipeline Soft Padding & Soft Cushioning For District Sujawal at Chuhar Jamali Town)**

Expected commencement date: **Tuesday, May 25, 2027**

BDS Clause Number 2
ITB Number 2.1

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P137547**

BDS Clause Number 3
ITB Number 4

JV/Consortium or Association Allowed: **No**
Number of JV/Consortium Members: **Nil**

B. Bidding Documents

BDS Clause Number 4
ITB Number 7.1

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Friday, November 27, 2026

BDS Clause Number 5
ITB Number 8.1

Any addendum, in case issued, shall be published on **SSGC (PROCUREMENT DEPARTMENT)** website and on **EPADS v2.0**.

BDS Clause Number 6
ITB Number9.1

List of documents required along with the bid: **No**

BDS Clause Number 7
ITB Number 11.1

The qualification criteria to establish the supply / production capability of the bidder.

see Eligibility Criteria

BDS Clause Number 8
ITB Number 7.1

Services and Their related documents:
See section Required Services and Scope of Work

BDS Clause Number 9
ITB Number 13.1 & 13.2

Price schedule will be provided according to the format defined and acquired.
see section price schedule.

BDS Clause Number 10
ITB Number 7.1

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11
ITB Number 13.5

The price shall be **Fixed**.

BDS Clause Number 12
ITB Number 15.1

Currency of the Bids shall be : **PKR**

BDS Clause Number 13
ITB Number 16.1

The Bids/Bid Validity period shall be: **120 Days**

BDS Clause Number 14
ITB Number 17.1

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given
Instrument of Bid Security Shall be in the Name of : **SSGC**
The Bid Security shall be in the form of: **Pay Order, Call at Deposit, Bank Guarantee**

BDS Clause Number 15
ITB Number 17.3

The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 180 days so the bid security shall be valid for 180+28 = 208 days.

BDS Clause Number 16
ITB Number 18.1

Alternative Bids to the requirements of the bidding documents will not be permitted.

D. Submission of Bids

BDS Clause Number 17
ITB Number 21.1

Bid shall be submitted online on **EPADS v2.0** whereas hard copy of the bid security should be submitted to the following;

ST-4/B, Block 14, Sir Shah Suleman Road, Gulshan-e-Iqbal, Karachi, Pakistan

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Monday, November 30, 2026 10:00 AM**

E. Opening and Evaluation of Bids

BDS Clause Number 18
ITB Number 26.1

The Bids opening shall take place on **EPADS v2.0**.

Day *:* ***Monday***

Date: ***Monday, November 30, 2026***

Time *:* ***10:30 AM***

BDS Clause Number 19
ITB Number 32.1

Selection technique adopted will be: **Least Cost Based Selection (LCBS)**
see Evaluation Criteria

F. Award of Contract

BDS Clause Number 20
ITB Number 49.1

The Performance guarantee shall: **5.00%**.

The Performance Guarantee shall be acceptable in the form of: **Bank Guarantee**

BDS Clause Number 21
ITB Number 51.1

Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

BDS Clause Number 22
ITB Number 53.1

Grievence against this procurement shall be submitted online on **EPADS v2.0**.

Eligibility Criteria

All Active Taxpayers shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

Required Registration
FBR (NTN) PEC

Eligibility Criteria	Document
(Having Valid PEC Certificate Category C-4 or above with Specialization of CE-08 Category)	Yes
The bidder must deposit/submit the physical bid bond to the Tender Room (SSGC HO) before the bid submission Time and, the bid will be liable for rejection.	No
Complete tender documents (EPADS & SSGC Tender Terms (Except Price Schedule and manual BOQ) must be uploaded duly sign & stamp otherwise bid will be liable for rejection.	Yes

Evaluation Criteria

Least Cost Based Selection (LCBS)

Weightage

Technical Evaluation %
100

Technical Marks	100
Passing Marks	**70**
Technical Evaluation Criteria	
Attached Evaluation Criteria for Technical Qualification in SSGC Tender Document (Quantitative)(Doc Required)	100

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Required Services

Lot Title : DITCHING/BACKFILLING & AFFILATION WORKS: REHABILITATION OF GDS AT CHUHAR JAMALI TOWN , DISTRICT SUJAWAL

Bid Security : 286000 PKR

Position	Delivery Schedule	Quantity
CAMP OFFICE AT WORK SITE (SUFFICIENT ACCOMODATION FOR TEAM RESIDENCE & PARKING OF COMPANY TOOLS / MACHINERY) FOR 3 MONTHS FOR DISTRICT SUJAWAL AT CHUHAR JAMALI TOWN (AS PER BOQ)	**Address:** Operation Store KT **Schedule:** 120 Days **Quantity:** 3/month	3/month
CARE TAKER 2 NOS. EACH FOR 12 HOURS FOR 3 MONTHS (ONE SHIFT = 12 HOURS) FOR DISTRICT SUJAWAL AT CHUHAR JAMALI TOWN (AS PER BOQ)	**Address:** Operation Store KT **Schedule:** 120 Days **Quantity:** 180/Qty	180/Qty

Position	Delivery Schedule	Quantity
DRAIN / NALI REPAIR (SUBJECT TO ACTUAL) 30% OF 994 FOR DISTRICT SUJAWAL AT CHUHAR JAMALI TOWN (AS PER BOQ)	**Address:** Operation Store KT **Schedule:** 120 Days **Quantity:** 298/Qty	298/Qty
EXCAVATION OF TRIAL PITS/EXCAVATION OF TRENCHES FOR LAYING OF 125 MM P.E GAS PIPELINE SOFT PADDING & SOFT CUSHIONING FOR DISTRICT SUJAWAL AT CHUHAR JAMALI TOWN (AS PER BOQ)	**Address:** Operation Store KT **Schedule:** 120 Days **Quantity:** 3108/m	3108/m

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Position	Delivery Schedule	Quantity
EXCAVATION OF TRIAL PITS/EXCAVATION OF TRENCHES FOR LAYING OF 180 MM P.E GAS PIPELINE SOFT PADDING & SOFT CUSHIONING FOR DISTRICT SUJAWAL AT CHUHAR JAMALI TOWN (AS PER BOQ)	**Address:** Operation Store KT **Schedule:** 120 Days **Quantity:** 2364/m	2364/m
EXCAVATION OF TRIAL PITS/EXCAVATION OF TRENCHES FOR LAYING OF 63 MM P.E GAS PIPELINE SOFT PADDING & SOFT CUSHIONING FOR DISTRICT SUJAWAL AT CHUHAR JAMALI TOWN (AS PER BOQ)	**Address:** Operation Store KT **Schedule:** 120 Days **Quantity:** 11200/m	11200/m

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Position	Delivery Schedule	Quantity
HOUSE LINE SHIFTING FOR DISTRICT SUJAWAL AT CHUHAR JAMALI TOWN (AS PER BOQ)	**Address:** Operation Store KT **Schedule:** 120 Days **Quantity:** 1216/Qty	1216/Qty
KILLING OF OLD NETWORK (PROVIDING OF LABOUR FOR MAKING OF PITS & ITS PROPER BACFILLING AFTER KILLING OF NETWORK FOR DISTRICT SUJAWAL AT CHUHAR JAMALI TOWN (AS PER BOQ)	**Address:** Operation Store KT **Schedule:** 120 Days **Quantity:** 128/Qty	128/Qty

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Position	Delivery Schedule	Quantity
SERVICE LINE INSTALLATION (AVERAGE LENGTH OF SERVICE LINE = 6 METERS) FOR DISTRICT SUJAWAL AT CHUHAR JAMALI TOWN (AS PER BOQ)	**Address:** Operation Store KT **Schedule:** 120 Days **Quantity:** 994/Qty	994/Qty
SERVICE LINE PACCA BRICKS LAYING FOR DISTRICT SUJAWAL AT CHUHAR JAMALI TOWN (AS PER BOQ)	**Address:** Operation Store KT **Schedule:** 120 Days **Quantity:** 3479/m	3479/m

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Related Services :

No

Services Specifications

Lot Title : DITCHING/BACKFILLING & AFFILATION WORKS: REHABILITATION OF GDS AT CHUHAR JAMALI TOWN , DISTRICT SUJAWAL

Position: CAMP OFFICE AT WORK SITE (SUFFICIENT ACCOMODATION FOR TEAM RESIDENCE & PARKING OF COMPANY TOOLS / MACHINERY) FOR 3 MONTHS FOR DISTRICT SUJAWAL AT CHUHAR JAMALI TOWN (AS PER BOQ)

Specifications / Requirements:

CAMP OFFICE AT WORK SITE (SUFFICIENT ACCOMODATION FOR TEAM RESIDENCE & PARKING OF COMPANY TOOLS / MACHINERY) FOR 3 MONTHS FOR DISTRICT SUJAWAL AT CHUHAR JAMALI TOWN (AS PER BOQ)

Position: CARE TAKER 2 NOS. EACH FOR 12 HOURS FOR 3 MONTHS (ONE SHIFT = 12 HOURS) FOR DISTRICT SUJAWAL AT CHUHAR JAMALI TOWN (AS PER BOQ)

Specifications / Requirements:

CARE TAKER 2 NOS. EACH FOR 12 HOURS FOR 3 MONTHS (ONE SHIFT = 12 HOURS) FOR DISTRICT SUJAWAL AT CHUHAR JAMALI TOWN (AS PER BOQ)

Position: DRAIN / NALI REPAIR (SUBJECT TO ACTUAL) 30% OF 994 FOR DISTRICT SUJAWAL AT CHUHAR JAMALI TOWN (AS PER BOQ)

Specifications / Requirements:

DRAIN / NALI REPAIR (SUBJECT TO ACTUAL) 30% OF 994 FOR DISTRICT SUJAWAL AT CHUHAR JAMALI TOWN (AS PER BOQ)

Position: EXCAVATION OF TRIAL PITS/EXCAVATION OF TRENCHES FOR LAYING OF 125 MM P.E GAS PIPELINE SOFT PADDING & SOFT CUSHIONING FOR DISTRICT SUJAWAL AT CHUHAR JAMALI TOWN (AS PER BOQ)

Specifications / Requirements:

EXCAVATION OF TRIAL PITS/EXCAVATION OF TRENCHES FOR LAYING OF 125 MM P.E GAS PIPELINE SOFT PADDING & SOFT CUSHIONING FOR DISTRICT SUJAWAL AT CHUHAR JAMALI TOWN (AS PER BOQ)

Position: EXCAVATION OF TRIAL PITS/EXCAVATION OF TRENCHES FOR LAYING OF 180 MM P.E GAS PIPELINE SOFT PADDING & SOFT CUSHIONING FOR DISTRICT SUJAWAL AT CHUHAR JAMALI TOWN (AS PER BOQ)

Specifications / Requirements:

EXCAVATION OF TRIAL PITS/EXCAVATION OF TRENCHES FOR LAYING OF 180 MM P.E GAS PIPELINE SOFT PADDING & SOFT CUSHIONING FOR DISTRICT SUJAWAL AT CHUHAR JAMALI TOWN (AS PER BOQ)

Position: EXCAVATION OF TRIAL PITS/EXCAVATION OF TRENCHES FOR LAYING OF 63 MM P.E GAS PIPELINE SOFT PADDING & SOFT CUSHIONING FOR DISTRICT SUJAWAL AT CHUHAR JAMALI TOWN (AS PER BOQ)

Specifications / Requirements:

EXCAVATION OF TRIAL PITS/EXCAVATION OF TRENCHES FOR LAYING OF 63 MM P.E GAS PIPELINE SOFT PADDING & SOFT CUSHIONING FOR DISTRICT SUJAWAL AT CHUHAR JAMALI TOWN (AS PER BOQ)

Position: HOUSE LINE SHIFTING FOR DISTRICT SUJAWAL AT CHUHAR JAMALI TOWN (AS PER BOQ)

Specifications / Requirements:

HOUSE LINE SHIFTING FOR DISTRICT SUJAWAL AT CHUHAR JAMALI TOWN (AS PER BOQ)

Position: KILLING OF OLD NETWORK (PROVIDING OF LABOUR FOR MAKING OF PITS & ITS PROPER BACFILLING AFTER KILLING OF NETWORK FOR DISTRICT SUJAWAL AT CHUHAR JAMALI TOWN (AS PER BOQ)

Specifications / Requirements:

KILLING OF OLD NETWORK (PROVIDING OF LABOUR FOR MAKING OF PITS & ITS PROPER BACFILLING AFTER KILLING OF NETWORK FOR DISTRICT SUJAWAL AT CHUHAR JAMALI TOWN (AS PER BOQ)

Position: SERVICE LINE INSTALLATION (AVERAGE LENGTH OF SERVICE LINE = 6 METERS) FOR DISTRICT SUJAWAL AT CHUHAR JAMALI TOWN (AS PER BOQ)

Specifications / Requirements:

SERVICE LINE INSTALLATION (AVERAGE LENGTH OF SERVICE LINE = 6 METERS) FOR DISTRICT SUJAWAL AT CHUHAR JAMALI TOWN (AS PER BOQ)

Position: SERVICE LINE PACCA BRICKS LAYING FOR DISTRICT SUJAWAL AT CHUHAR JAMALI TOWN (AS PER BOQ)

Specifications / Requirements:

SERVICE LINE PACCA BRICKS LAYING FOR DISTRICT SUJAWAL AT CHUHAR JAMALI TOWN (AS PER BOQ)

Scope of Work

Attached with SSGC Tender Document (Technical Proposal)

Brief Description

Attached with SSGC Tender Document (Technical Proposal)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Price Schedule

For Individual Positions

#	Position Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

General Conditions of Contract

A. General

1. **Definitions**

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. **“**Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. “Party” means the Procuring Agency or the Contractor, as the case may be, and “Parties” means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Services.

2. **Applicable Law**

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. **Language**

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractorand the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC** . Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. **Notices**

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.

5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in **SCC.**

6. **Authorized Representatives / Authority of Member in charge**

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the **SCC**.

B. Commencement, Completion, Modification, and Termination of Contract

7. **Effectiveness of Contract**

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the **SCC.**

8. **Commencement of Services**

8.1. The Contractor shall confirm availability of required resources and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC.**

9. **Program schedule**

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. **Starting Date/Expiration Date**

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.**

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC.**

11. **Entire Agreement**

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. **Modification**

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. **Force Majeure**

13.1. **Definition**

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Contractor and which makes a Contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. **Extension of Time**

Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

13.4. **Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. **Termination**

14.1. **By the Procuring Agency**

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. **By the Contractor**

The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within thirty (30) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. **Law Applicable to Services**

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. **Conflict of Interests**

16.1. **Contractor Not to Benefit from Commissions and Discounts**

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2. **Contractor and Affiliates Not to be Otherwise Interested in Project**

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. **Prohibition of Conflicting Activities**

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC.**

17. **Insurance to be Taken Out by the Contractor**

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. **Contractor's Actions Requiring Procuring Agency's Prior Approval**

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC.**

19. **Reporting Obligations**

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. **Liquidated Damages**

20.1. **Payments of Liquidated Damages**
The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. **Correction for Over-payment**
If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC.**

20.3. **Lack of performance penalty**

If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. **Performance Guarantee**

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC.**

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Service Provider failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Service Provider not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

22. **Sustainable Procurement**

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC.**

D. Contractor's Personnel

23. **Description of Personnel**

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

24. **Removal and / or Replacement of Personnel**

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the **SCC.**

26. **Services and Facilities**

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

F. Payments to the Contractor

27. **Contract Price**

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the **SCC**.

28. **Terms and Conditions of Payment**

28.1. Payments will be made to the Contractor according to the payment schedule stated in the **SCC** and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the **SCC**, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the **SCC.** Any other payment shall be made after the conditions listed in the **SCC** for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. **Quality Control Identifying Defects**

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the **SCC.** The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the **SCC**.

30. **Correction of Defects, and Lack of Performance Penalty**

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. **Disputes Amicable Settlement**

31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. **Dispute Settlement**

32.1. **Arbitration**

32.1.1. **Alternate Dispute Resolution (ADR),** After coming into force of the procurement contracts, disputes, between the parties to the contract may be settled by one or more alternate dispute resolution methods including
Arbitration. Where an Alternate Dispute Resolution process other than Arbitration may not lead to an amicable settlement of dispute, Arbitration shall be resorted to.

32.1.2. The procuring agency shall specify mechanism for the appointment of an arbitrator expressly in the contract and the competent authority who shall appoint the arbitrator.

32.1.3. The laws of Pakistan shall apply to an arbitration unless specifically agreed to otherwise in the contract.

Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

Definitions

The Procuring Agency is: SSGC (PROCUREMENT DEPARTMENT), DCM ST-4/B, Block 14, Sir Shah Suleman Road, Gulshan-e-Iqbal, Karachi, Pakistan

Contractor is:

The title of the subject procurement is:SSGC/SC/PT/EPADS/14494 (Ditiching / Back filling Affiliation Works Excavation of Trial Pits/Excavation of Trenches for Laying of 180mm, 125 mm, 63mm P.E Gas Pipeline Soft Padding & Soft Cushioning For District Sujawal at Chuhar Jamali Town)

Number of GC Clause 2

Applicable/Governing Law:

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 3

Language:

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

SSGC (PROCUREMENT DEPARTMENT), DCM
ST-4/B, Block 14, Sir Shah Suleman Road, Gulshan-e-Iqbal, Karachi, Pakistan
+92-322-821-4899
MMTE@SSGC.COM.PK

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder’s Representative(s)

[Name, address, telephone number and e-mail address]

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

SSGC (PROCUREMENT DEPARTMENT), DCM
ST-4/B, Block 14, Sir Shah Suleman Road, Gulshan-e-Iqbal, Karachi, Pakistan
+92-322-821-4899
MMTE@SSGC.COM.PK

For the Bidder:

Name: ……

Designation: ……..

Address: ……..

Number of GC Clause 7

Effectiveness of the contract

The Contractor/Bidder shall be effective within ….. days from the date of signature of the Contract by both parties

Number of GC Clause 8

Commencement of Contract:

The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be …….

Number of GC Clause 14

Termination

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

Number of GC Clause 16

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 16**.**

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.01%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:
Instrument of Performance Guarantee shall be in the Name of : **SSGC**

The amount of performance guarantee shall be 5.00% of the contract price in acceptable form of Bank Guarantee

Number of GC Clause 27

Currency of Payment:

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

Number of GC Clause 28

Payment terms:

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

Number of GC Clause 29

Identifying Defects:

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

Inspections & Tests Requirements

Attached with SSGC Tender Document (Technical Proposal)

Delivery & Documents

Attached with SSGC Tender Document (Technical Proposal)

Number of GC Clause 31

Following is the guidance for Dispute Resolution

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard**.**

ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties**.**

iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties**.** The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.

iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute**.**

v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

Arbitrator's fee:

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties**.**

Appointing Authority for Arbitrator:

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.

Bid Securing Declaration

Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.:***P137547***

To: **SSGC (PROCUREMENT DEPARTMENT), DCM ST-4/B, Block 14, Sir Shah Suleman Road, Gulshan-e-Iqbal, Karachi, Pakistan**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the _____ day of _____ 20_____ between **SSGC (PROCUREMENT DEPARTMENT), DCM ST-4/B, Block 14, Sir Shah Suleman Road, Gulshan-e-Iqbal, Karachi, Pakistan**

(hereinafter called "the Procuring Agency") of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called "the Bidder") of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **SSGC/SC/PT/EPADS/14494 (Ditiching / Back filling Affiliation Works Excavation of Trial Pits/Excavation of Trenches for Laying of 180mm, 125 mm, 63mm P.E Gas Pipeline Soft Padding & Soft Cushioning For District Sujawal at Chuhar Jamali Town) (*P137547*)** and has accepted a Bids by the Bidder for the provision of Services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency's Letter of Acceptance; and
8. [*add here: any other documents*]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

……

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder: ……

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Integrity Pact

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee 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 consultations 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 GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] 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 GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact 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 GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] 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 GoP.

Performance Guarantee Form

Performance Guarantee Form

To: **SSGC (PROCUREMENT DEPARTMENT), DCM ST-4/B, Block 14, Sir Shah Suleman Road, Gulshan-e-Iqbal, Karachi, Pakistan**

WHEREAS *[name of Bidder]* (hereinafter called "the Bidder") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Non-Consultancy Services*(*hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date}

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Annexure

SSGC/SC/PT/EPADS/14494 Technical Proposal

SSGC/SC/PT/EPADS/14494

Technical Proposal

Ditiching / Back filling Affiliation Works Excavation of Trial Pits/Excavation of Trenches for Laying of 180mm, 125 mm, 63mm P.E Gas Pipeline Soft Padding & Soft Cushioning For District Sujawal at Chuhar Jamali Town (as per BOQ)(Total 16,672 Meter) (Having Valid PEC Certificate Category C-4 or above with Specialization of CE-08 Category) (Under Single Stage Two Envelope Bidding Procedure) (On Complete Package Basis).

The priced bids shall be submitted along with FIXED Bid Bond Rs.286,000 (Two Hundred Eighty-Six Thousand Rupees Only) in the form of Pay order / Demand Draft in favor of Sui Southern Gas Company Limited. No bid shall be entertained without bid bond / earnest money.

Information (Read-Only)

See Form Under Additional Forms and Documents: **SSGC/SC/PT/EPADS/14494 Technical Proposal** (page number: 73)

SSGC/SC/PT/EPADS/14494 Financial Proposal

SSGC/SC/PT/EPADS/14494

Financial Proposal

Ditiching / Back filling Affiliation Works Excavation of Trial Pits/Excavation of Trenches for Laying of 180mm, 125 mm, 63mm P.E Gas Pipeline Soft Padding & Soft Cushioning For District Sujawal at Chuhar Jamali Town (as per BOQ)(Total 16,672 Meter) (Having Valid PEC Certificate Category C-4 or above with Specialization of CE-08 Category) (Under Single Stage Two Envelope Bidding Procedure) (On Complete Package Basis).

The priced bids shall be submitted along with FIXED Bid BondRs.286,000 (Two Hundred Eighty-Six Thousand Rupees Only) in the form of Pay order / Demand Draft in favor of Sui Southern Gas Company Limited. No bid shall be entertained without bid bond / earnest money.

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **SSGC/SC/PT/EPADS/14494 Financial Proposal** (page number: 124)

Procurement Forms

Historical Contract Non-Performance, and Pending Litigation and Litigation History

FORMAT TO BE SUBMITTED ON 100 RS. STAMP PAPER (ATTESTED).

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 128)

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

Additional Forms and Documents

Sui Southern Gas Company Limited

Checklist for Bidders

Enquiry #: 144494 Opening Date: _____

Time: _____ M/s, _____

Please ensure before submitting the bid, that following information/ Documents have been submitted / providing along the bid. Kindly Check ( ) appropriate box.

Sr. No.	Checklist Item	Action Required	(Yes/ No)
1	Tender Document Availability on SSGC website & EPADS	Ensure the bidder participates via EPADS.	
		Download the tender document from EPADS.	
		Fill the BOQ/ Bid Form/ Schedule of Requirement correctly.	
		Submit the bid on EPADS before the deadline; otherwise, bid will be rejected.	
2	Physical Bid Bond Submission	Submit the physical bid bond to the Tender Room (SSGC HO) before the bid submission. And upload Scanned copy of Bid bond on EPADS.	
		If Bid Bond in original not submitted, the bid will be rejected.	
3	Bid Submission Deadline	Confirm all documents (electronic and bid bond in original) are submitted before the specified bid submission deadline.	
4	Signature and Stamp	Ensure all documents are signed and stamped as required and uploaded on EPADS or else bid will be rejected	
5	Additional Documents (if any)	Verify if any other documents specified in Tender document are included in the bid on EPADS	
6	Tender Fees	Rs. 0 (Free)	
7	Technical literature	Original Technical literature is enclosed, if any duly signed & stamped	
8	Any change in your current address, Phone Fax no & Email etc. intimated	Bidders are required to intimate Procurement dept. for any change in Current address, email, contact information etc. in tender documents	
9	Bid validity	Bid Validity as specified is mentioned	
10	Delivery / Completion period	Delivery / Completion period has been specified as per tender terms	
11	Corrections/Cutting/Overwriting	All corrections/cutting/overwriting are singed & stamped	
12	Sample	Sample (if necessary) is enclosed as per form attached in Tender Document	
13	Form-X	Form- X Duly Signed & Stamped	

Note:

Non-Availability of the above information/documents, or incomplete/incorrect statement on this checklist may result in rejection of the bid at / after the bid opening.

As per SRO296(1)/2023 dated 08th March 2023 "E-Pak Procurement Regulations, 2023" all bidders are advised to register in e-Pak Acquisition and Disposal System (EPADS).

Sui Southern Gas Co. Procurement Dept. H.O Gulshan-e-Iqbal

Bidders Authorized Representative

Sui Southern Gas Company Limited

Ref. No. SSGC / SC / 14494
Date : November - 11, 2026

M/s. _____

_____

DITCHING/BACKFILLING & AFFILATION WORKS:

REHABILITATION OF GDS AT CHUHAR JAMALI TOWN , DISTRICT SUJAWAL

Supplier must be active in FBR Active Taxpayer List (ATL)

Under Single Stage Two Envelope Bidding Procedure

Tender Enquiry No. SSGC/SC/PT/EPADS/14494

SECTION - I

Invitation to Bid

Sui Southern Gas Company Limited (SSGC) intends to carry out the work related to *Ditiching / Back filling Affiliation Works Excavation of Trial Pits/Excavation of Trenches for Laying of 180mm, 125 mm, 63mm P.E Gas Pipeline Soft Padding & Soft Cushioning For District Sujawal at Chuhar Jamali Town (as per BOQ)(Total 16,672 Meter) (Having Valid PEC Certificate Category C-4 or above with Specialization of CE-08 Category) (Under Single Stage Two Envelope Bidding Procedure) (On Complete Package Basis).*

The Company invites you to submit upload their Technical Proposal and Financial Proposal in two separate Folders electronically via the **EPADS** Portal under the **"Under Single Stage Two Envelope Bidding Procedure"**. Technical offers will be opened and evaluated first through **EPADS**. Financial offers of only technically compliant bidders will be opened on later intimated date through **EPADS** in presence of bidder's representative.

The priced bids shall be submitted along with FIXED Bid Bond Rs.286,000 (Two Hundred Eighty-Six Thousand Rupees Only) in the form of Pay order / Demand Draft in favor of Sui Southern Gas Company Limited. No bid shall be entertained without bid bond / earnest money.

The Company reserves the right to add, delete from or amend any part of these tender documents during the bidding period and bidders shall be informed accordingly.

Bids not conforming to the terms and conditions or a part thereof; stipulated in these tender documents may be rejected.

The Tender documents comprise the following:

Technical Proposal	
Section – I	Invitation to Bid
Section - II	Instructions to Bidders (A&B)
Section - III	Terms of reference (Scope of work)/ Special Conditions of Contract /Evaluation Potential Bidders/Technical Evaluation of bid/ with Forms
Section – IV	Special Conditions of Tender Document
Section – V	General Terms & Conditions
Section – VI	Bid Bond Format/Performance Bond/Integrity Pact/Contract Form/Forms X/Annexure I/Form of Bid Securing Declaration
Section – VII	IMS Manual & Blacklisting Mechanism/SSTW-05/SST Advisory/Drawing

Sui Southern Gas Co. Ltd. * H.O Gulshan-e-Iqbal * Procurement Dept.

Financial Proposal

Section – VIII	Tender Form
Section – IX/X	Bill of Quantity (BOQ)

Bids will be submitted at:

Bids will be submitted online on EPADS v2.0 Portal on or before **30-11-2026 at 1000** hours. The bids will be publicly opened at **1030** hours on same day online on EPADS v2.0 in the presence of bidders and / or their authorized agents who may wish to attend.

Bids not conforming to the conditions stipulated in the tender documents may be rejected.

The Company reserves the right to add, delete or amend any part of the tender documents during the bidding period and bidders shall be informed of the same.

The Company reserves the right to reject any or all offers without assigning any reason.

The Company will appreciate confirmation by fax, addressed to General Manager (Procurement), Fax No. 99231583 of your intention to submit the bid.

The advertisement is also published in PPRA (www.ppra.org.net) & SSGC (www.ssgc.com.pk) websites respectively.

12/11/26

For **General Manager (Procurement)**

12/11/26

Sui Southern Gas Co. Ltd. Procurement Dept. H.O. Gulshan-e-Iqbal

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

TECHNICAL PROPOSAL

Sui Southern Gas Co. Ltd.
Procurement Dept.
H.O Gulshan-e-Iqbal

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

SECTION - II

INSTRUCTIONS TO BIDDERS

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Sui Southern Gas Co. Ltd. Procurement Dept. H.O Gulistan-e-Jauhar

SECTION – II(A)

Instructions to Bidders

1. All rates quoted in the prescribed SOR / BOQ shall be firm, irrevocable and not subject to change or escalation on any account what so ever. No modification, alteration or deletion in the bid will be accepted after the bid opening time.
2. Sealed Bids shall be received at Company's Head Office, ST-4/B, Block - 14, Sir Shah Suleman Road, Gulshan-e-Iqbal, Karachi, up to specified time & date and will be opened publicly at specified time & date, in the presence of Bidders or their authorized representative who choose to attend. In case the bid opening date falls on a holiday or due to some unavoidable circumstances, it is not possible to open on scheduled date, it will be opened on next working day at the same time.
3. All original bid documents accompanied with the bid bond shall be submitted by the Bidder in the envelope provided with tender documents. The sealed Bids must be submitted at the address stated above in person or by courier or by any other means but it shall be the Bidder's responsibility to ensure that Bids so submitted are delivered to the above address before the specified Bid opening date and time. The Company shall not be held responsible in any way for late receipt of Bids or their confidentiality. Bids received after the Bid closing time shall not be considered, and will be returned to the Bidder unopened.
4. In Case of single stage two envelop bidding system (if mentioned in press advertisement & Tender document), sealed technical offer & sealed bid shall be submitted in separate envelops (bid bond will be enclosed with "Financial" bid unless and until specified separately in tender terms). "Technical" and "Financial" is to be mentioned on the top of the envelop. Technical offers will be opened and evaluated first. Financial offer of only technically complaint bidders will be opened at a later intimated date in presence of bidder's representative. Financial offers of technically non-complaint bidders will be returned un-opened along with their bid bond.
5. The Bid should be signed by a person having the authority for this purpose. In case of a bid submitted by a corporate entity, the same shall bear its seal and be duly signed by its secretary.
6. Bids shall be submitted strictly in accordance with the requirements of the Tender Documents and as per specifications.
7. Bid shall remain valid for acceptance for a period of (120) days from the date of public opening of the bids.
8. The Company shall not reimburse any expenses incurred in preparation of Bids.
9. The Bid and all subsequent correspondence shall be in the English language.
10. Payment for the Contracted Work / Services will be made in Pakistani Rupees only. The rates quoted by the Bidder shall therefore, be in Pakistani Rupees.
11. In case of any queries / clarification with regard to this Tender, the same may be forwarded to Procurement Department upto 5 days before the bid opening date, thereafter the request will not be considered.
12. The Company reserves the right to reject any or all Bids without assigning any reason and cancel the bidding process. Company also reserves the right to accept the whole or a part of Bid and does not bind itself to accept the lowest or any particular Bid.
13. In case of any conflict between the Special Terms & Conditions and elsewhere in the tender documents the Special Term & Conditions, will supersede & prevail.
14. Each and every page of the bid documents being submitted by the bidders shall be singed and stamped failing which the bid may be liable for rejection.
15. All documentary evidence required for evaluation of bid should be submitted along with the bid in absence of any documentary evidence no marks will be awarded in accordance to the evaluation criteria.
16. In order to maintain cordial business relation and as per ethical business approach, please provide the justification in case of your non participation on our Fax # 99231583 & Email mmte@ssgc.com.pk.
17. Conditional Bid will not be accepted and liable to be rejected.
18. The quoted unit price and corresponding total amount shall be inclusive of all duties and Taxes and excluding provincial Sales Tax as per provincial laws.
19. Sealed bids shall be mailed/submitted/dropped in tender box placed at Tender Room, CRD Building, SSGC Head Office. Bids are to be delivered on or before closing time after which bid will not be entertained. If bid is sent through courier, the same shall be delivered at least half an hour before scheduled openin
20. Price given in the Bid Form/BOQ is firm which shall take into account all relevant factors includi any. Discount / escalation given separately at the time of bid opening will not be considered.
21. The bidders are required to fill form ISTW-4[5 (if deemed required) and submit with the bid.

Sui Southern Gas Co. Procurement Dept.

INSTRUCTIONS TO BIDDERS

1. **Escalation**
It may be clearly understood that this tender does not contain a price variation clause and, therefore, all unit prices quoted shall be firm and irrevocable and shall not be subject to escalation on any account, whatsoever.

2. **Bid Instructions**
The bid shall be prepared in accordance with the following instructions:

2.1 **Examination**
Bidders shall visit, examine and inspect the Work sites and shall fully acquaint themselves with the nature and requirements of Work, form and nature of sites, nature and condition of soil, water logged area / underground water table, access to sites, availability of materials, weather, law and order and local conditions etc. before submitting their bids. **Submission of the bid along with its contents shall be prima facie evidence that the Bidders have fulfilled the above requirement.**

2.2 **Clarifications**
Each Bidder shall be deemed to have satisfied himself before submitting as to the correctness and sufficiency of its tender/offer and the rates quoted, which rates shall, cover all its obligations under the Contract and all matters and things necessary for proper completion and maintenance of the Work. The Bidder may submit questions/queries regarding these documents to the Company in writing within a period extending up to 10 (ten) days after issuance of the tender enquiry. Replies shall be issued to all Bidders in writing and will be on record as addenda to the ensuing Contract. The Company will not be responsible for verbal clarifications. The bid submission time will however not be extended on this account.

2.3 **Validity**
Bids shall remain valid for acceptance for a period of **One Hundred and Twenty Days (120) days** from the date of bid opening. If the last date falls on a holiday, the validity will be extended to the first Company working day thereafter.

2.4 **Cost of Preparation of Bid**
Bidders will not be reimbursed for costs of any kind, whatsoever, incurred by them in connection with the preparation and the submission of their bids.

2.5 **Bill of Quantities and Rates**
The quantities specified in the Bill of Quantities (BOQ) are estimated and are intended to serve only as a guide to the Bidders. Payments shall be made on the basis of actual work quantum as measured. No claims shall be entertained on account of increase or decrease in the scope of work. The Bidders shall ensure that their bids are not front-end
Loaded, which may lead to rejection of their bids.

2.6 **Sub-Contracting**
The Bidder shall include a list of works which he intends to sub-let to sub-contractors. Sub-contractors proposed by the Bidder are subject to Company's approval.

2.7 **Bid Documents**
Bidders shall note that the tender documents including plans, drawing and specifications, furnished for tendering purposes are not to be used for any purpose other than tendering on this specific job and shall not be reproduced anywhere else without the written permission of the Company. All such documents issued for tendering shall be returned with the bid duly stamped and initialed by the contractor on each page.

Sui Southern Gas Company Limited — Procurement Dept. — Gulshan-e-Iqbal

ABDUL SALEEM
Incharge (Rehabilitation)
Sui Southern Gas Company

2.8 **Organization Chart**

An Organization chart proposed for the conduct of the Work shall be submitted by the bidder, if required, clearly show permanent members of the Bidders supervisory staff that the Bidder proposes to deploy on the work sites for the performance of the Work.

2.9 **List of Equipment**

The Bidder has to submit a complete list of equipment proposed to be used in carrying out the Work, if required.

2.10 **Time Schedule**

Contractor shall provide daily progress of at least 500 m in case of 63mm; 300 m in case 125mm and above diameter pipe; 40-60 nos. in case of service connection and meter shifting. In case of any discrepancy in daily/weekly progress, contractor shall manage to cover it in the end of month. Time period required for completion of job will be proportionate to the quantity of the work. Failing which penalty will be imposed as per PPRA rules. The Bidder has to submit a detailed work program in the form of a bar chart showing planned schedule of various activities required to complete the entire work (as per Scope of Work) within the stipulated completion period by deploying adequate manpower, if required.

2.11 **Additions, Deletions and Amendments**

The Company reserves the right to add, to delete from and/or amend the work defined in Scope of Work/BOQ as deemed necessary before or after the execution of the contract. All such additions deletions and amendments shall only be authorized in writing by the Company's duly authorized representative.

2.12 **Signing Authority**

Bidders shall return all tender documents (including drawings) duly signed on all pages by an authorized representative of the Bidder and shall also carry official stamp of the Bidder's firm.

2.13 **Postal Address**

The Bidder shall give below office telephone, E-mail address and fax numbers including complete postal address at which correspondence may be sent and all notices may be legally served in connection with his bid and/or ensuing contract with the successful Bidder. Any change in address, office, telephone no., Fax no., E-mail address or postal address shall be duly notified in writing to SSGCL within fourteen (14) days from such change.

Telephone Nos.: _____

Telex No: _____

Fax No: _____

E-mail: _____

Address: _____

_____

_____

ABDUL SALEEM
Incharge (Rehabilitation)
Southern Gas Company

Sui Southern Gas Co. Ltd. H.O. Gulshan-e-Iqbal Procurement Dept.

2.14 **Disqualification/Rejection of Bids**

Failure to comply with any instruction in the tender documents would render the bid liable to disqualification and rejection.

2.15 **Unit Work Rates**

If the bid of the successful bidder is seriously unbalanced in relation to SSGC estimate of the cost of work to be performed under the contract, the SSGC may require the bidder to produce detail price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction method and schedule proposed. After evaluation of price analyses, the SSGC may require that the amount of Performance Bond set forth in the tender document be increased at the expense of successful bidder to a level sufficient to protect the SSGC against any and all Financial Loss in the event of default of successful bidder under the contract.

2.16 **Check List**

Bidder shall, inter alia, ensure the following before submitting the bid:

- All pages of the bid including drawings have been signed and stamped.
- Bid Bond for the specified amount has been enclosed.
- List of equipment and detailed work program required under 2.9 & 2.10, Section II, is enclosed.
- Postal address, telephone, Email Address and fax Nos. (Under Clause 2.13, Section II).
- Total amount of Bid has been mentioned in 9c, Section VI, Tender Form.
- Duly authorized representative has signed and duly stamped (along with witness) at the end of Tender Form, Section VI.

ABDUL SALEEM
Incharge (Rehabilitation)
Southern Gas Company Ltd

Sui Southern Gas Co Ltd
Procurement Dept.
H.O Gulshan-e-Iqbal

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

TERMS OF REFERENCE (SCOPE OF WORK)

Sui Southern Gas Company Limited (SSGCL) intends to construct / lay Steel / Polyethylene (PE) gas pipelines of different diameters as per details given in the BOQ (Section VII). Evaluation of priced bids for each location (schemes) will be carried out separately and the contractor shall submit 2% bid bond separately for only those locations (schemes) for which they intend to participate failure to do so would render their bid for such location null and void.

The scope of work under the subject tender enquiry consists but is not limited to the following;

1. The contractor is solely responsible to resolve issues/problems on day to day basis arising due to local residents, Govt. agencies, private parties etc. at his own. If the contractor fails to resolve these issues/problems and company's job execution is delayed, SSGC is liable to impose penalty and poor performance of contractor's firm will be conveyed to concerned authorities.

2. Excavation for trial /check pits for selecting pipeline route and locating underground utilities and back filling the same after finalization of route will be done in the presence of Site Engineer.

3. Arrangement of care taker / Chowkidar including loading / unloading and stacking the pipes at safe and smooth place with front side support to protect from slipping / skidding at site for the safety of pipe and material till the completion of job will be the responsibility of the Contractor. The contractor shall return all the unused material after completion of job.

4. Excavation for trenches of required size in different type of soil as given in the BOQ

5. The contractor will follow the health, safety & environmental conditions as mentioned in Section – IX "HSE Manual". The Contractor shall also deploy a full time qualified and experience safety manager for strict compliance to company HSE policy.
The contractor will ensure that all his team members (including ditching labor) has worn PPE's and jackets (recommended by HSE) during work at site. Signboard / caution tape and red flags shall be placed / installed at the work place. No line will be laid above/adjacent (without safety/maintenance distance) to any underground utilities particularly HESCO-electric cables.

6. Stringing of pipe along the trenches for jointing including arrangement of gunny bags filled with sand or wooden skids for placing of pipe.

7. Before lowering of pipeline the trench(s) should be cleaned from hard particles and dewatered then apply soft padding in the trench(s) as specified at Sr. No. 07 of Scope of Work. However, PE pipeline network shall be backfilled after alignment of pacca bricks cover over 6" cover of soft soil or river sand as specified in BOQ and laying of caution tape on laid pipe after partial backfilling of trench up to 01 ft. with excavated soil after this complete trench shall be backfilled with excavated soil and debris shall be removed from site. All activities shall be carried out in presence of site engineer or supervisor on daily bases.

8. During execution if contractor fails to maintain any standards / material (bricks and reti (river sand)/baloo mitti (Soft Soil)) as per BOQ or laying of pipe lines above other utilities particularly electric cables – the contractor will be liable to reclaim the pipeline, maintain/rectify any short coming, and will lay the same portion of pipeline again. In case of any intolerable situation where BOQ is being compromised, Invoice amount will be deducted according to compromised BOQ values like depth of trench, bricks, soft cushioning etc.

9. Provide 6" sand cushioning and padding of soft sand around the pipe at the entire locations where pipeline is laid.

10. Excavation of required size(s) of pit(s) and provide labor for welding, field coating / fusion / jointing, cleaning, pigging, air testing, rectification of leak(s) if found, lowering and backfilling of laid network.

11. Repair and maintenance of underground utilities damaged during excavation on the same day. If the

ABDUL [illegible]
Incharge (Rehabilitation)
Sui Southern Gas Co. Ltd.
Procurement Dept.
H.O Gulshan-e-Iqbal

contractor fails to do so, SSGC is liable to deduct estimated damaged utility repair cost from the invoice submitted by the contractor.

12. Provide care taker (Chowkidar) on pressure recorder to be installed on newly network during pressure testing.

13. The contractor shall ensure safe and proper execution of the construction work with proper and sufficient machinery / equipment and adequate manpower and shall complete the work within the scheduled time.

14. The contractor is responsible for any damages occurs to private / public properties and all underground utilities and would repair / compensate with full satisfaction of the affected residents / organization etc.

15. Contractor shall provide daily progress of at least 500 m in case of 63mm; 300 m in case 125mm and above diameter pipe; 40-60 nos. in case of service connection and meter shifting. In case of any discrepancy in daily/weekly progress, contractor shall manage to cover it in the end of month. Time period required for completion of job will be proportionate to the quantity of the work. Failing which penalty will be imposed as per PPRA rules.

16. Contractor should submit weekly progress report of actual work done to the Site Engineer and a copy to DGM's and GM's. Monthly report is also to be submitted by the contractor to the concerned Site Engineer.

17. The contractor will not claim under any circumstances for damages and stoppage of work due to natural calamities, law and order situation etc.

18. **The contractor shall not assign or sub-let the contract or any part thereof or any benefit or interest therein or there under without the prior written consent of the company.**

All the above shall be of first/prime quality; inferior or No.2 quality of any materials / equipment shall be rejected by the Company's representative. The Contractor shall remove such rejected material/immediately from site as and when instructed by the Company's representative

ABDUL SALEEM
Incharge (Rehabilitation)
Southern Gas Company

Southern Gas Co. Ltd. Procurement Dept.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

SPECIAL CONDITIONS OF CONTRACT

1. **Representative of the Company**
Representative of the Company for the purpose of this Contract would be:

Madni Ahmed Ali Arfat **SGM (SBU-US and B)**

2. **Signing of Agreement**
Formal signing of agreement shall be completed as soon as possible. However, the Contractor shall mobilize/commence work after issuance of Letter to Proceed. Formal agreement would be made on stamp paper of value at the rate of Rs. 0.35 per hundred rupees of the value of contract. The stamp duty would be borne by the Contractor.

3. **Monthly Deduction**
Monthly deduction of Rs. 15,000 shall be made in case Contractor fails to deploy agreed / specified full time supervisory staff at site.

4. **Rate Analysis.**
SSGC may ask for rate analysis of quoted offers, if indeed.

5. **Completion Period**
The entire work shall be completed within **Five Months** from the issuance of Letter to proceed, which in case of work exigencies could be issued prior to signing of formal agreement.

6. **Liquidated Damages**
The rate of liquidated damages shall be **0.1%percent** of the final contract value for each day of delay and limited to a maximum of **ten (10%) percent** of the final contract value.

7. **Maintenance Period.**
The maintenance period will be **Six (06) months** after the issuance of Substantial Completion Certificate by the Company.

8. **Retention Money**
The retention money shall be equal to **Five (5%) percent** of the certified value of work which would be released after the maintenance period and rectification of punch list defects, to the satisfaction of the Company.

9. **Mode of Payment**
Payment against running bills shall be made to the Contractor by the Company as per actual executed quantities and in accordance with the conditions stated in the General Conditions of Contract and Bill of Quantities. For the contracts valued more than **one (01) Million** contractor's every running bill invoice shall be verified by the company engineer for release of **Sixty (60%) percent** adhoc payment **within (07) working days** on submission of the invoice on company's prescribed format. The balance amount of the bill will be settled **within 30 working days** from the submission of the invoices by the contractor.

10. **Survey Equipment**
The contractor shall provide all the required survey equipment at site. The survey instrument / equipment shall be in good condition and shall be available at site for use by the Company.

11. **Damage to Property and Persons**
The Contractor shall, except if and so far as the Contract provides otherwise, indemnify and

PROCUREMENT REGULATORY AUTHORITY PPRA

keep indemnified the Company against all losses and claims for injuries or damage to any persons or property whatsoever arise out of or in connection with or in consequence of the construction and maintenance of the works and against all claims demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation hereto.

12. If LTP is not issued within 12 months after issuance of LOI, both parties are at liberty to Terminate / Revoke the LOI and contract.

13 **Bidders are required to visit the SITE and submit a physical site visit report on stamp paper of Rupees100/-. This is mandatory and must be submitted along with the tender documents. Failure to comply will result in the bid being declared technically Non-compliant**

NOTE:

- ***In case of any conflict between Special Conditions & General Conditions of the contract, the Special Conditions will govern.***

ABDUL SALEEM
Incharge (Rehabilitation)
Sui Southern Gas Company Ltd
Regional Office Hyderabad

Sui Southern Gas Co. Ltd. Procurement Dept. H.O. Gulshan-e-Iqbal

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Evaluation of Potential Bidders

The purpose of this activity is to evaluate the prospective bidders against pre-determined criteria for Ditching and Backfilling &other Distribution pipeline construction allied activities. The process is based on Single Stage Two Envelope Basis in accordance to PPRA Rules 36 (B). Only those bidders will be considered eligible for opening of their financial bids (second envelope) who have acquired the threshold marks during the technical evaluation process of first envelope.

The contractor shall be paid based on completion of pre-defined BOQ line items. The contractor is required to quote for all the Construction activities as per BOQ line items, separately. In case of any BOQ item is not quoted by the bidder, the bid shall not be considered and would be rejected accordingly. Moreover, the contract will be awarded on complete package basis for all BOQ line items. For removal of doubt, the bid value of all BOQ line items will be added and lowest sum so arrived will be deciding factor for awarding the contract to the lowest complaint lowest bidder. SSGC shall pay the contractor for measured quantity of each line item of work actually carried out under the contract (milestone based), no advance payments or mobilization advance shall be entertained. Payment shall be at the rate for the work set out in the agreed Rates of BOQ.

1. Mandatory Requirements

1.1. PEC Registration C-4 or Above

The bidder shall have valid registration with PEC under C-4 or above having specialization of CE-08 category (copy to be attached with the bid).

1.2. Bid Security

The bidder is required to furnish Bid Security as stated in general terms and conditions.

1.3. Provincial & Professional Tax Certificate

The bidder has to submit valid copies of Active Status of FBR Income Tax, professional tax and active SRB/BST, whichever applicable with tax certificates.

1.4. Bank Statement

The bidder has to submit valid copy of bank statement of last fiscal year.

2. Bid Evaluation Process

2.1. Methodology/proposal of work

The bidder shall provide a detailed description of how they intend to execute the project, detail the project plan/ schedule with timelines and activities, necessary resources which will be used against each activity and expertise to achieve the desired project objectives as per attached form B-01.

2.2. Expertise of Contractor's Team

The bidder shall submit complete information of the team of the contractor to perform pipeline construction activities including but not limited to CV, qualification, experiences which shall be minimum five (5) years or above as per attached form B-02 to B-06. The hired team of the contractor for pipeline construction activities may, as a minimum, comprise of the following expertise:

- Project Supervisor (Should be an Engineer) - Valid PEC Registration

Southern Gas Co. Ltd. Procurement Dept. H.O Gulshan-e-Iqbal

ABDUL SALEEM
Incharge (Rehabilitation)
Southern Gas Company Ltd.

- Field Construction Supervisors (Diploma holder) – Valid Diploma from Board of Technical Education
- HSE & QA/QC Supervisor – Valid relevant certifications
- Ditching & Backfilling Labors in sufficient numbers for achieving the project timelines as per project plan/ schedule.

There should also be sufficient ditching / excavation personal available for the required services so that work can be done in smooth and uninterrupted manner.

2.3. Equipment Infrastructure/Office Facility

The contractor must have a designated office location equipped with necessary office equipment like computer, internet, telephone, printing/printers etc. If bidder wins the tender, then he/she has to develop the temporary office or Camp along with all facilities at the worksite as well.

Contractor has to provide the list of Construction Equipment owned by his/her company required to execute the pipeline construction job that would be checked by SSGC along with an undertaking (Form B-07) that the equipment will be deployed at project site within the project period. Moreover, in case of heavy machinery such as crane, dumper truck, excavator etc., are required, the contractor shall arrange/lend on its own.

2.4. Related Experience & Track Record of Contractor

The track record will be graded on basis of past experience of similar projects on Ditching and Backfilling & allied activities of steel & HDPE-100 pipeline network (1"ø to 12"ø& PE 20mm to 315mm). The complete information regarding previous project assignments such as Project description, duration, completion dates, timely or delayed execution, resources deployed and project value/LoI etc., copies shall be provided. Certificate of satisfactory completion on the name of firm shall also be submitted by the contractor.

2.5. Financial Health

The bidder shall exhibit sound financial health / credit worthiness (Annual Turnover & Liquidity Assets as per criteria tabulated in Financial Requirements) and liable to submit bank statement of last one year of the company. The concerned team of SSGC may evaluate any liquidity or current assets risk of the firm to establish whether the firm will be able to execute the project without financial constraints and following documents shall be provided:

I. Banker's Certificate (a confidential, current banker's reference/certificate in respect of bidder's financial soundness – to be submitted directly by the bank to SSGC in a sealed envelope)
II. Copy of Firm's annual account for the last 3 years.
III. Income Tax clearance certificate for last 3 years.
IV. Proof of valid GST registration certificate, if applicable.
V. Proof of valid PST registration certificate, if applicable.
VI. Proof of turnover per annum.

- All the information provided shall be supported with the documentary evidence.

3. Technical Evaluation of Bid

The evaluation parameters are detailed below against which the bidder shall be graded. The process is divided into two (02) parts, first being the Qualitative and the second being the Quantitative. For the Qualitative Part, it is mandatory to tick 'Yes' in all the clauses and submit supporting documents at the time of bid submission. Failing to do so will lead to the rejection of the bid. For the Quantitative Part, the bidder shall be graded against each category and has to score at least 70% marks to be technically complaint. However, for the equipment category, the bidder must score at least 70% marks out of allocated in that category. In case less than 70% marks are obtained in construction equipment category the bid will be liable for rejection even if the minimum qualifying marks i.e. 70% are achieved.

Sui Southern Gas Co. Ltd. H.O. Gulshan-e-Iqbal Procurement Dept.

ABDUL SALEEM
Incharge (Rehabilitation)
Sui Southern Gas Company Ltd
Regional Office, Hyderabad

a. Qualitative Mandatory Section

Sr. #	Essential / Mandatory Requirement	Yes	No
1.	Registration with Pakistan Engineering Council for Category with ***C – 4*** *or above* having specialization of CE-08 category		
2.	Undertaking that the firm has not been black-listed by any Government Organization.		
3.	Bid Bond submitted		
4.	Photocopy of Active Status of FBR Income Tax, SRB/BST whichever applicable, &copy of valid Professional Tax Certificates		
5.	Valid copy of company's bank statement of last fiscal year		
Note: Any "No" in this section means mandatory requirement is not fulfilled and the bid is liable to be rejected without further processing.			

b. Quantitative Section

Sr. #	Description	Score	
		Max: Marks	Allocated Marks
1	**Technical Stability** **Legal Status of Affiliation of firm** **Nature of Company**		
	Proprietor Ship	5	2
	Partnership		3
	Limited Company		5
2	**Experience Related to Ditching Backfilling Job for last 3 years**		
	Work > 5 KM and above, 5 jobs (5 marks on each job)	25	25
	Work> 3 KM up to 5 KM, 5 jobs (3 marks on each job)		15
	Work up to 3 KM, 5 jobs (2 marks on each job)		10
3	**Expertise of Contractor's Team** **The hired team of the Contractor for Construction activities may comprise the following competency and education level just as (CV & qualification along with attested certificates (where applicable) and experiences of at least 3 years or above.**		
	Project Manager x 1 (Engineer)	25	5
	Field Construction Supervisor x 1 (DAE) or equivalent		3
	HSE & QA/QC Supervisor x 1 (DAE) or equivalent		2
	Heat Shrink Sleeve Applicator x 1		2
	Road Breaker Operator x 2 (01 Marks each)		2
	Compressor Operators x 1		1
	Ditching & Backfilling Labor x 20 (0.5 mark each)		10
4	**Office Facility**		
	Office Setup along with staff	5	3
	Computer with Printer & Internet Facility		2

Southern Gas Co. Ltd. Procurement Dept. Gulshan-e-Iqbal

ABDUL SALEEM
Incharge (Rehabilitation)
Southern Gas Company Ltd

5	**Construction Equipment Including Related Facility/ Availability**		
	Digging Tools like Spade, Shovel & Pickaxe etc.(10 sets) (0.25 marks for each set)	25	2.5
	Compaction tools (01 set)		2
	Road Breaker Equipment's (Jack Hammer) x 2 (1 mark each)		2
	Dewatering Pump (minimum 2 inch)		2
	Air Compressor for Jackhammer use x1		2
	Asphalt Cutter x 2 (1 mark each)		2
	Sand Blasting Tools (Hopper Tank Set) x 1		2
	Single / Double Cabin Vehicle x 2(1 marks each)		2
	Crain Mounted Truck 'or equivalent' for loading / unloading of line pipe and lowering of welded segment in excavated trenches x 1		2.5
	Generator 5 KVA x 1		2
	Safety Sign Boards and PPEs		2
	First Aid Kits & Active Fire Extinguishers		2

c. Financial Stability

Sr. #	Description	Score	
		Max: Marks	Allocated Marks
6	**Annual Turn-Over For Last 3 Years: PKR**		
	30 Million and above	10	10
	15 Million to 30 Million		8
	5 Million to 15 Million		5
7	**Liquid Assets in shape Cash / OD**		
	5 million and above	5	5
	3 Million to 5 Million		3
	1 Million to 3 Million		2

Note:
Total Marks 100 and Passing Criteria for technical qualification is 70 marks
Documentary evidence to be attached along with forms for each activity including manpower monthly payments / rental receipts against hiring of machinery / tools
Inspection can be done for cross verification of quoted equipment, if required by SSGC. .

Sui Southern Gas Co. Ltd. Procurement Dept. H.O Gulshan-e-Iqbal

ABDUL SALEEM
Incharge (Rehabilitation)
Southern Gas Company Ltd

PROCUREMENT REGULATORY AUTHORITY PPRA EPADS

4. HSE/QA Compliance

- PPE's personal protective equipment like; Hard Helmet, Hand Gloves, Safety Shoes, Ear Plugs, Goggles etc. should be available and in use by the workers at sites.
- Sign boards for general public and traffic. The contractor will place at least two sign boards at both ends of work site showing, "SSGC pipe line work is in progress".
- Cordoned off the work site by fixing the caution tape around the work site and placing the cones (Traffic Barriers).
- First Aid Box should be available at site.
- Active Fire extinguisher should be available at site with operator.
- Debris removal trollies for removing of debris on daily or alternate basis.
- Maintenance tools and team for damaged underground utilities.
- Strict quality control on ditching depth, dewatering/cleaning, maintaining damaged utilities and removing debris.

ABDUL SALEEM
Incharge (Rehabilitation)
Sui Southern Gas Company Ltd

Sui Southern Gas Co. Ltd. Procurement Dept H.O. Gulshan-e-Iqbal

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

1. Form B-01

PROPOSED PROJECT TIMELINE

(Detailed description of Project execution with schedule of activities)

S. #	Activity	Quantity of Work	Start Date	End Date	Time Duration	Resources	
						Man Power	Equipment

Note: *The progress shall be tracked as per proposed timeline by the contractor.*

ABDUL SALEEM
Incharge (Rehabilitation)
Sui Southern Gas Company Ltd
Hyderabad

Sui Southern Gas Company Ltd. Procurement Dept. H.O Gulshan-e-Iqbal

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

2. Form B–02

DETAILS OF PERMENANT STAFF
(Engineers, Technical and Other supporting staff)

S. #.	Name	Designation	Educational Qualification	Year of Experience	Relevant Experience

Note: *This form provides summary of the man power for the project. For each employee form, B-03 will be filled, attached with PEC Registration (in case of engineers)/certificate from board of technical education (in case of DAE)/Degree from recognized university (in case of MBA/Masters) shall be enclosed, otherwise no credit/points will be given.*

ABDUL SALEEM
Incharge (Rehabilitation)
in Southern Gas Company Ltd.
Procurement Department
Gulshan-e-Iqbal

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

3. Form B–03

QUALIFICATION & EXPERTISE OF CONTRACTOR'S TEAMPROPOSED FOR THE ASSIGNMENT

1. Name:
2. Profession/Expertise:
3. Qualification/ No. of Years of Experience:
4. PEC/DAE/Enrollment No.:
5. Date of birth:
6. Nationality:
7. Years with the firm:
8. Degree of proficiency:
9. Experience:
10. Membership of professional societies:
11. Academic Qualification:
12. Other trainings:

I, the undersigned, certify that, to the best of my knowledge and belief, these bio-data correctly describes myself, my qualifications and my experience

Signature: _____

Dated: _____

Note:

1. *Please fill one form for each employee as above. Additional experience information may be attached with the form.*
2. *An affidavit on stamp paper of Rs. 200 stating that the copies of certificates attached of key staff are genuine and will be responsible for any discrepancies arising later on.*
3. *All the above information provided shall be supported with documentary evidence; otherwise no marks will be awarded.*

ABDUL SALEEM
Incharge (Rehabilitation)
Sui Southern Gas Company Ltd
Regional Office Hyderabad

Sui Southern Gas Co. Ltd.
Procurement Dept.
H.O. Gulshan-e-Iqbal

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

4. Form B–04

INFORMATION FORM

1. Name of Contractor

   - Address
   - Telephone No (s)
   - Fax number
   - E-mail

2. Description of firm (Ownership / Organization)
   Attach copy of certificate of registration

3. Experience (Number of Years)

4. Experience of the firm (on appended B-3 form) during the past five (5) years.

5. Organization chart showing contractor structure.

6. Additional information

Yours truly,

Name of Authorized Representative:

Position:

Date:

Note: *All the above information provided shall be supported with documentary evidence; otherwise no marks will be awarded.*

ABDUL SALEEM
Incharge (Rehabilitation)
M/s Southern Gas Company Ltd
Regional Office Hyderabad

M/s Southern Gas Co. Ltd. * Procurement Dept. * H.O Gulshan-e-Iqbal

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

5. Form B-05

ASSIGNMENT COMPLETED BY THE FIRM IN THE LAST FIVE YEARS
[Along with Documentary Evidence & Details]

[NAME OF THE FIRM]

1.	Name of Assignment	:	
2.	Name of Client	:	
3.	Address of Client	:	
4.	Start Date	:	Month/Year
5.	Completion Date	:	Month/Year
6.	Completion Duration	:	Month/Year
7.	No. of staff / professionals deployed	:	
8.	Approx. Value of Services/ Assignments	:	
9.	Description of project	:	
10.	Description of Services provided by the firm	:	

Note:

i) One form for each assignment.

ii) All the above information provided shall be supported with documentary evidence, otherwise no marks will be awarded.

ABDUL SALEEM
Incharge (Rehabilitation)
Sui Southern Gas Company Ltd
Head Office Hyderabad

Sui Southern Gas Co. Ltd. Procurement Dept. H.O Gulshan-e-Iqbal

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

6. Form B-06

UNDERTAKING FOR THE CERTIFICATION OF
Heat Shrink Applicator
Tender Enquiry No. SSGC /

Sr. #	Heat Shrink Applicator Name	Experience
i.		
ii.		
iii.		

Signature of Contractor: _____

Name of Contractor: _____

Contractor's Name & Stamp: _____

Note: *The bidders are required to furnish this mandatory undertaking on Stamp Paper of Rs. 200/- while submitting this tender.*

ABDUL SALEEM
Incharge Rehabilitation

Sui Southern Gas Co. Ltd. * H.O. Gulshan-e-Iqbal * Procurement Dept.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

7. Form B-07

UNDERTAKING FOR OWNERSHIP OF EQUIPEMENT

Tender Enquiry No. SSGC /

I _____, S.O/D.O _____, holding CNIC No. copy attached and representative of _____ Contractor/Company, solemnly affirm and declare that the quantity of equipment detailed in below table is under my company's ownership and will be made available throughout the project duration and the same are in fit and operational condition. In case of any default in the equipment ownership claim or operational deficiency, I shall be liable for penalties as per PPRA rules. Moreover, I also agree to bear all financial losses incurred due to defaults in misreporting the facts. I further undertake to pay all liquidated damages and penalties as per SSGC's terms and conditions.

In case, I fail to provide below mentioned equipment/tools, SSGC will have the right to terminate my contract and debar / black list my firm / company on temporary or permanent basis at my own risk and cost and forfeit the performance bank guaranty and retention money.

S. No.	Description	Qty	Year of Manufacture	Owned or Leased	Capacity	Present Location	Marks
1	Digging Tools like Spade, Shovel & Pickaxe etc						
2	Compaction tools 01 set						
3	Road Breaker Equipment's (Jack Hammer)						
4	Dewatering Pump (minimum 2 inch)						
5	Air Compressor for Jackhammer use						
6	Asphalt Cutter						
7	Sand Blasting Tools (Hopper Tank Set)						
8	Single / Double Cabin Vehicle						
9	Crain Mounted Truck 'or equivalent' for loading / unloading of line pipe and lowering of welded segment in excavated trenches						
10	Generator 5 KVA						
11	Safety Sign Board and PPEs						
12	First Aid Kits and active fire Extinguisher **(List of equipment and machinery attached on stamp papers)**						

Signature of Contractor: _____

Name of Contractor: _____

Contractor's Name & Stamp: _____

***Note:** The bidders are required to furnish this mandatory undertaking on Stamp Paper of Rs. 200/- while submitting this tender.*

ABDUL SALEEM
Incharge (Rehabilitation)
M/s Southern Gas Company Ltd
Regional Office Hyderabad

M/s Sui Southern Gas Co. Ltd. Procurement Dept. H.O Gulshan-e-Iqbal

UNDERTAKING FOR SCHEDULE AND TIME LINE

Tender Enquiry No. SSGC /

I _____, S.O/D.O _____, holding CNIC No._____ copy attached, solemnly affirm and declare that in the event of contract is awarded to me against the subject tender inquiry, the entire work/Job will be completed as per below schedule of daily, weekly and monthly as mentioned below table.

• Daily Ditching & Backfilling and allied activities	
• Weekly Ditching & Backfilling and allied activities	
• Monthly Ditching & Backfilling and allied activities	
• Commissioning	
• Completion period	

If any constraint to achieve the daily progress, I will meet the target at the end of week. I will manage to resolve site local constraints on day to day basis if arrived.

In case of any default, in execution/successful completion of Contract as per my quotation / tender terms / scope of work, SSGC will have the right to terminate my contract and debar / black list my firm / company on temporary or permanent basis at my own risk and cost and forfeit the performance bank guaranty and retention money.

I / We further undertake to pay all liquidated damages and penalties as per the terms and conditions.

Signature of contractor _____

Name of contractor _____

Contractor's name and stamp _____

Note: *The bidders are required to furnish this mandatory undertaking on Stamp Paper of Rs. 200/- while submitting this tender.*

ABDUL SALEEM
Incharge (Rehabilitation)
Sui Southern Gas Company Ltd.
Police Office, Hyderabad

Sui Southern Gas Co. Ltd. Procurement Dept. H.O Gulshan-e-Iqbal

PUBLIC PROCUREMENT REGULATORY AUTHORITY PPRA EPADS

Section - IV

Special Conditions of Tender Document

Tender Enquiry No. SSGC/SC/

Note: In case of any conflict between special conditions of Tender Document and any other terms & conditions, the Special Conditions of Tender Document will govern / prevail.

1- Contractor to submit the following within 15 days after issuance of Letter of Intent (LOI).
   a. Performance Bank Guarantee
   b. Stamp Papers
   c. Insurance Policy
   d. Any other Document as mentioned in the LOI

2- Formal contract will be made on Non-Judicial stamp paper of value @ Rs 0.35 per hundred rupees of contract value, as per prevailing rate by Government of Sindh & Balochistan. The stamp duty will be borne by the contractor and also submit the copy of challan of stamp paper. **Further as per Government of Sindh Board of Revenue notification NO.CIS/SWB/BOR/R&T-17/2022-808 dated 08-06-2022 all judicial and non-judicial stamp paper of the denomination of rupee five hundred and above shall be exclusively on e-stamp.**

3- All kinds of Government Taxes, Duties and Levies against any item of the contract, shall entirely be the responsibility of the Contractor. Income Tax will be deducted as per applicable Law under the prevailing Government Rules. Rate of Income Tax deduction in relation to submission of Income Tax certificate from the Contractor should also be stipulated.

4- Bank Guarantee (Bid Bond Guarantee/Performance Bank Guarantee) will be made on Non-Judicial stamp paper at the prevailing rate as specified by the respective Provinces. Further the bidder/contractor submitting the Bid Bond guarantee/Performance Bank guarantee being prepared by the State Bank's schedule banks should ensure that there should be no deletion/insertion/alteration/modification of any terms in the Bid Bond/PBG guarantee format as given in the tender document or else bid will be liable for rejection.

5- If the letter to proceed (LTP)by user deptt. is not issued within six months after issuance of letter of intent (LOI), both the parties are at liberty to terminate/revoke the LOI without any claim of loss or damage to the other party.

6- The completion period of the said work shall start with effect from the issuance of Letter to Proceed, which in case of work exigencies could be issued prior to signing of formal agreement.

7- In case of services and works tenders:
Bids determined to be substantially responsive will be checked by the Procuring Agency for an arithmetic error. Errors will be corrected by the Procuring Agency as follows;

   a. Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern ; and

   b. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rates as quoted will govern, unless in the opinion of the Procuring Agency there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.

8- The bidder shall fill in rates and prices for all items of the works / services described in the BOQ. Item against which no rate or price is entered by a bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by rates and prices for other items in the BOQ. **Any Bidder who change / amend the BOQ or Price Schedule (description, Quantity, UOM etc.) will render the bid as conditional bid and will be liable for rejection.**

9- **Method For Submission of Bid Bond (Under Single Stage Two Envelope Bidding Procedure):**
In case of Single Stage Two Envelope Tenders the fixed bid bond as per clause#09 of General Terms & Conditions to be placed in the Technical Proposal. However, if the bid bond is placed in the financial proposal will also be considered. Without submission of bid bond (either in Technical proposal or financial proposal) the bid will be rejected.

10- Bid bond submission (2%) of the bid amount as mentioned in the clause 9 of General Terms & Conditions, to be treated as null & void, however other contents of clause 9 will remain unchanged. The submission of fixed amount of Bid security is appearing in the Schedule of Requirement/Bid Form.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

a) All the bidders are advised to furnish fixed bid security (Original Instrument) as per amount appearing in Schedule of Requirement/Bid Form, failing which their bid will be rejected.
b) The submission of fixed amount of bid security is also mandatory for all the bids valuing Rs.500,000/- or less.
c) The word lowest bidder or the lowest evaluated bid has been substituted to read as **most advantageous bid.**

11- Bid shall remain valid for acceptance for period of (120) days from the date of public opening of the bids & Bid Bond validity is for 150 days.

12- In case the local agent requires to offer bid form more than one Principal / Manufacturer, it is mandatory to purchase separate tender document for each Principal / Manufacturer, failing which the bid submitted with the original tender document will only be accepted and the bid with photocopy of tender document will be rejected.

13- ***Blacklisting Mechanism of Suppliers and Contractors and their Local Agent:***
Black listing mechanism is attached separately in the tender documents which will become an integral part of Tender Documents and now be followed / enforced in true letter & sprit and **supersede the Black listing terms as mentioned in the General Terms & Conditions.**

14- Original counter slip of token which is issued with tender document to be attached on the TOP of envelope at the time of bid submission"

15- The **Successful** Contractor(s) / Supplier(s) / Consultant(s) shall submit a copy of Professional Tax Certificate with their Invoices / Bills failing which the payment will not be released.

16- ***Contracts of Contractors***
In the event the contractor is not willing to extend the CONTRACT for further term(s) / Period(s) under the same terms & conditions and the quoted price as defined in the bid documents, the contractor is liable to intimate in writing to SSGC at-least 3 (Three) months in advance prior to completion of the existing contract term / period, failing which, action will be taken as per tender terms.

17- **Insurance**
In addition to the Clause 22 –**Insurance,** of General Term and Condition, when The **Successful** Contractor(s) / Supplier(s) will submit Insurance Policy to SSGC, the Insurance Company (policy issuer) should be registered with SECP, otherwise the insurance policy will not be considered / rejected at contractor's risk and cost. The insurance coverage period will be according to the work completion period as mentioned in the contract / tender documents.

18- ***Fixed Bid Security – Alternative Bid***
A bidder cannot submit two bids/offers with a single fixed bid security/pay order. However, the alternative bids/offers with separate fixed bid security/pay order can be accepted, failing which the bids will be liable for rejection.

19- ***Bid Bond & PBG (Performance Bank Guarantee) for Proprietary Tenders***
In case of proprietary Tenders, the Bid Bond & Performance Bank Guarantee (PBG) are not required / Applicable.

20- SSGC will not pay invoices if they are turned in after 6 months of work completion / material delivered.

21- It is mandatory for the bidders to follow all the terms and conditions given in the tender documents without any addition / deletion / amendment and submit the bid accordingly. Therefore, in this context, the bidders are requested not to give their own terms and conditions as it tantamount towards the conditional bid. Otherwise their terms and conditions will not be considered and the Purchase Order / Contract will be awarded based on only as per SSGC tender terms and conditions.

22- The bidders/contractors are required to provide their only one Bank Account number (IBAN number) on the 'FORM-X' attached duly signed & stamped as one time information, which shall be firm (not changeable) for all the future payment transactions.

23- **Payment:**
The supplier after delivery of goods and its acceptance shall submit invoice to Finance Department of the Company, containing following information i.e.

(a) Purchase order No. & date
(b) Items
(c) Quantity
(d) Price
(e) Invoice value
(f) Point of delivery
(g) Delivery challan indicating delivery date, etc.
(h) Supplier(s) are required to submit signed and stamp acknowledgement slip, Sales Tax return,

Sui Southern Gas Co. Ltd. Procurement Dept. H.O. Gulshan-e-Iqbal

Annex "C" & Annex "I" (whichever applicable) in which Sales Tax (of relevant Sales Tax invoice) is paid. Payment will be made within 30 days of completion of stated requirements.

24. In case the insurance policy submitted by the contractor is expired during the execution of job, it is the responsibility of the user department to coordinate with the contractor to get it renewed/updated till the period the job is completed/commissioned.
    In case the job is not completed within the given time as per tender terms and the insurance policy submitted by the contractor expires, the contractor is liable to get this insurance policy renewed / updated immediately till the period of the job is completed / commissioned as per tender terms failing which the contractor will be responsible for any loss to SSGC.
25. Bidders can quote their rates on both i.e. Schedule of Requirement/Bid Form as well as Bill of Quantity (BoQ)
26. Subsequent to the issuance of LOI, successful bidder has to submit 10% Performance Bank Guarantee of the contract value unless and until specified in the tender document.
27. Company reserve the right to award the Purchase Order /LOI to most advantageous bidder.
28. As per SRO 592(I)/2022 of PPRA Regulations, for Procurement Contracts/Purchase Orders worth of Rs. 50 million and above, bidders/contractors are required to submit the Beneficial Owner's Information for Public Procurement Contracts/Purchase Orders (Annexure-I).
29. Bidder will be blacklisted and henceforth cross debarred for participating in respective category of Public Procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration (which is an integral part of tender document), however, without indulging in corrupt and fraudulent practices, if in breach of obligation(s) under the Bid conditions:
    a) The bidder have withdrawn or modified their bid during the period of bid validity as specified in the tender terms.
    b) Having been notified of the acceptance of bid by procuring agency during the period of bid validity (i) failure to sign the contract or accept purchase order (ii) fail or refuse to furnish the performance security or to comply with any other condition as mentioned in the tender document.
30. Wherever the "Rate Only" is mentioned (either on BOQ or anywhere in tender documents) the same shall only be applicable not exceeding 15% of the original procurement for the same items as given in the BOQ for package basis. In case the requirement is on item wise basis (not package basis) then not exceeding 15% of the original Procurement for the same items (on item wise basis) as given in the BOQ.
31. **Lots:** In case when the tender is floated on LOT basis, following clauses to be applied:
    a) The bidder(s) are essentially / mandatorily required to submit fixed bid bond as mentioned in the bid form/BOQ/Invitation to Bid. Separate fixed bid bond to be submitted against each individual LOT and its validity to be 150 days at the time of opening of technical proposal.
    b) Evaluation for each LOT will be carried out separately. Each LOT will be awarded separately.
32. For open competitive bidding if the most advantageous bidder is new local manufacturer, 10% trial order will be placed and remaining 90% order will be awarded to the next most advantageous bidder at their own quoted rates.
33. Redressal of Grievances And Settlement of Disputes:
    - Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances within seven days of announcement of the technical evaluation report and five days after issuance of final evaluation report.
    - In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
    - In case, the complaint is filed after the issuance of final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage single envelope bidding procedure is adopted.
34. All the bidders are allowed to participate in the subject procurement without regard to nationality/origin, except bidders of some nationality/origin, prohibited in accordance with policy of the Federal Government. Following countries are ineligible to participate in the procurement process:
    - India
    - Israel

Sui Southern Gas Co. Ltd. Procurement Dept.

35. In Open Competitive Bidding Procedure where the quoted price is less than Rs. 500,000/- the Bid Bond will be retained in lieu of PBG.

36. In case the Bid Bond is not required, the bidder must submit the Form of Bid-Securing Declaration attached with the Tender Document else the Bid will be liable for rejection.

37. All Tenders floated through EPADS are to be governed by S.R.O. 296(I)/2023 dated: March 8, 2023 "E-Pak-Procurement Regulations 2023". In case of any conflict between SSGC Tender Terms / Instructions to Bidders and the PPRA EPADS Rules, the S.R.O. 296(I)/2023 will prevail.

Sui Southern Gas Co. Ltd. Procurement Dept. H.O Gulshan e Iqbal

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

SECTION – V

General Terms & Conditions

1. **Definitions and Interpretation:**

1.1 In these tender documents (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the Tender requires otherwise.

a) **Company** means the Sui Southern Gas Company Limited; a Company registered under statutes of Pakistan and includes any successors-in-interest or assignees.

b) **Engineer** means the Engineer(s) nominated by the Company to look after and supervise the Work.

c) **Representative of the Company** means a duly authorized person appointed by the Company or as specified in the "Special Conditions of the Contract" to perform the assigned duties.

d) **Bidder** means any person or persons, firm or company bidding for the Work.

e) **Contractor** means the persons, firm or company whose Tender (as hereinafter defined) has been accepted by the Company and includes the Contractor's representatives, sub-Contractors, successors and permitted assignees (Prior to the execution of the Contract the word "Contractor" also means a Tenderer or Bidder submitting a proposal in accordance with the Tender Documents).

f) **Agent or Representative** means person(s) appointed by the Contractor to perform duties as set forth in the Contract.

g) **Laborers/Workmen** means such laborers/workmen and staff as may be employed by the Contractor for purpose of carrying out the Work.

h) **Sub Contractor** means any firm or person having a direct Contract with the Contractor. Nothing contained herein however, shall be deemed or be construed to impose upon the Company, any obligation, liability or duty to a sub-contractor or to create any contractual relation between any sub-contractor and the Company.

i) **Work** means whole of the Works / Services or part thereof to be executed in accordance with Tender / Contract documents, whether temporary or permanent and whether original, altered substituted or additional.

j) **Contract Documents** shall consist of duly executed Articles of Agreement, the Tender Documents and the Tender submitted by the successful Bidder including modifications thereto incorporated in the documents before and after the execution of the Contract.

k) **Contract Price/Value** means the sum named in Schedule of (SOR) / BOQ subject to additions thereto or deductions there from as may be made under the provisions hereinafter contained.

l) **Plant** means all machineries, equipment, materials, appliances or things of whatsoever nature required in or about the execution, completion or maintenance of the Work, but does not include such equipment, materials, appliances or things intended to form part of the permanent Work.

m) **Temporary Works** means all temporary works of every kind required in or about the execution, completion or maintenance of the Work.

n) **Drawings** means the drawings referred to in the Contract documents and any modification of such drawings.

o) **Location** means the land and other places on, under in or through which the Work is to be executed or carried out and other lands or places provided by the Company for the purpose of the Contract.

p) **Approved/Approval** means approved/approval in writing by Company's representative or as specified in "Special Conditions of Contract".

q) **Tender/Bid** means the offer tendered by the Bidder for the Work governed by the Contract.

r) When the terms Acceptable, Satisfactory, Proper, or other such general qualifying terms are used in the Contract, it shall be understood that reference is made to be sole ruling and the sole judgment of the Company.

s) The Word Equivalent or Equal where used in these documents in the general sense shall not mean Similar but shall mean "Conforming to, Like, of Kind/Quality and Function". "Proprietary Items" and "Trade Names" are used for the purposes of establishing a standard of "Kind, Quality and Function" and "Equipment" items, articles, things or materials will be approved, if held to be "Equivalent" by the Company.

t) **Approved Banker** wherever occurring in this Contract shall mean a Scheduled Commercial Bank operating in Karachi and acceptable to the Company.

u) **Specification(s)** means the standard codes of practice and other specifications issued with the Tender and any notification such as specifications approved in writing by the Company and other specifications as may from time to time be furnished or approved in writing by the Company.

v) **Month** means calendar month of the Christian era.

w) **Time Schedule** is a graphical illustration of the time span of various Work activities defining starting and completion dates.

x) **Bonds** mean Bid Bond, Performance Bond or Bank Guarantee and other instruments of security furnished by the Bidder of his surety in accordance with the Tender/Contract.

y) **Completion Date** means the date on which the Work has been completed in accordance with the Contract so that it can be utilized for intended purpose.

z) **Day** means a day of 24 hours mid night to mid night.

aa) **Completion Period** means the time allowed for the execution of the Work.

1.2 Words importing the singular only also include the plural and vice-versa where the Contract so requires.

1.3 The marginal headings or notes in these Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.

1.4 If there is any conflict between the Special Conditions and the General Conditions, the Special Conditions shall modify, supplement and supersede the General Conditions.

2. **Examination:**
Bidders shall visit/inspect/examine the Work & Location and shall fully acquaint themselves with the nature and requirements of Work/Services, access to Work/Location, availability of materials, weather, law and order and local conditions etc. before submitting their Bids. Submission of the Bid shall be prima facie evidence that the Bidders have fulfilled this requirement and shall be binding upon him.

3. **Conflict between Drawings/Specifications/SOR:**
In case of any conflict between drawings/specifications, SOW/TOR and SOR/BOQ, with regard to the quality of any item, the Contractor / Consultant shall base his quotation for the better quality. In case of any deficiency in the drawings/details, the Contractor / Consultants shall seek clarification from the Company. Submission of Bids/rates on the basis of incomplete drawings/details shall be Contractor / Consultant's sole responsibility.

4. **Additions, Deletions:**
The Company reserves the right to make addition (Upto 15 %) and delete the quantity from the Work defined in SOW/TOR/SOR/BOQ as deemed necessary before or after the execution of the Contract. All such additions and deletions shall only be authorized in writing by the Company.

5. **Schedule of Requirement:**
The quantities specified in the SOR/BOQ are estimated and are intended to serve only as a guide to the Bidders. Payments shall be made on the basis of actual Work quantum done as measured. No claims or adjustments shall be entertained/allowed on account of increase or decrease in the Scope of Work which has not been duly authorized by the Company through the issue of change orders as stipulated in the relevant provision.

6. **Rate:**
The Bidder shall quote all item rates and lump sum prices as shown in the "SOR/BOQ". Bidders shall fill in the rate / price for each item in the SOR/BOQ. In case of any discrepancy between item rate and the amount, the quoted item rate will prevail. The quantities given in the SOR/BOQ are estimated ones and are subject to variations. That is, there could be increase or decrease. Nevertheless, the item rates quoted by the Bidder shall remain fixed and no escalation whatsoever shall be permissible. The rates / prices quoted by the Bidder shall be workable. The Bidder shall be required to furnish a complete rate analysis of any item in the SOR/BOQ as considered necessary, by the Company.

7. **Escalation:**
It may be clearly understood that this tender does not contain a price variation clause and therefore, all unit prices quoted shall be firm, irrevocable fixed and valid until completion of the Contract and will not be subject to variation on any account.

8. **Validity:**
Bids shall remain valid for acceptance for a period of (120) days from the date of bid opening. If the last date falls on a holiday, the validity will be extended to the first Company working day thereafter.

9. **Bid Bond (Earnest Money):**
The Bidder is required to furnish Bid Bond strictly in accordance with the prescribed format, in the form of a Pay Order, Demand Draft or Bank Guarantee issued only by a scheduled commercial bank operating in Karachi, for an amount fixed bid bond as specified of tendered Work / Services quoted by the Bidder in favor of Sui Southern Gas Company Limited. No Bid shall be considered without a Bid Bond and no cash or cheque or a guarantee issued by an insurance company shall be accepted.

The Bid Bond shall remain valid for a period of 150 days from the date of Bid opening. Bid Bonds of the unsuccessful Bidders shall be returned as soon as practicable, The successful Bidder's Bid Bond sphall be retained by Company until execution of a Contract for the Work / Services defined in these documents and the submission of a Performance Bond prior to the execution of Contract.

In the event that the successful Bidder refuses or fails to provide (PBG) and Stamp papers for contract within fifteen (15) days of the issuance of a Letter of Intent, Company shall be at liberty to forfeit the Bid Bond.

In the event of the bid bond validity falling short of the prescribed period of 150 days as the case may be either (i) due to extension in the bid submission date or (ii) where so required by the procuring agency, than in such an event it shall be mandatory on the bidder to extend the bid bond validity up to 150 days within 30 days of the opening of technical proposal / bid, and / or where so required by the procuring agency.

In case when bidder submit alternate bids a separate bid bond for each bid is required otherwise bid will be liable for rejection. In case of Single Stage Two Envelope bidding system (bid bond will be enclosed with "Financial" bid, unless and until specified separately in Tender terms).

The bid bond may be forfeited if a bidder withdraws the bid during validity period specified by the bidder or if successful bidder fails to:

- Accept purchases order/LOI,
- Furnish performance guarantee in accordance with clause 10 of General Terms & Conditions,
- Extend Services as per requirement and completion Period.

10. **Performance Bond:**

The Bidder shall furnish a Performance Bond strictly (if the bid increases to Rs. 500,000/-) in accordance with the prescribed format in the form of a bank guarantee issued by a scheduled commercial bank operating in Karachi for an amount equivalent to Five (05) percent of the Contract value. Failure to furnish the performance Bond before execution of the Contract will entitle the Company to consider the Bidder as having abandoned the Contract and the forfeit the Bid Bond. The Performance Bond shall remain valid till after three (03) month of completion of the work.

The Company's right to recover damages from the Bidder for breach of Contract shall not be limited to the value of the Performance Bond. In the event of the Bidder failing to execute a formal Contract or to submit the Performance Bond in the manner aforesaid and in the period specified, the Company shall be entitled to appropriate the earnest money submitted by the Bidder with his tender without prejudice to its right to claim any further loss or damage which may result to it by reason of the aforesaid default of the Bidder as if Contract is actually executed for the purpose of such claims.

The Bidder shall extend the validity period of the Performance Bond for such period(s) as required for the Contract performance.

The performance bond of the successful bidder will be released after successful completion of work.

11. **Retention Money:**

The amount to be retained from payments shall be equal to the specified percent of certified value of Work which would be released after the maintenance period.

12. **Completion Period:**

Subject to any requirements as to completion of any portion of the Work before the completion of the whole of Work, the Work shall be completed within the specified completion period. The Work shall not be considered as completed until the Company has certified in writing that it has been completed. Should extra, altered or additional Work of any kind, or any other cause of delay, which in the opinion of the Company could not have been foreseen by the Contractor / Consultant requires extension in completion time, then on the written request of the Contractor / Consultant, the completion period as provided in the Contract shall be extended by the Company. All such extensions shall be allowed in writing by the Company's representative.

13. **Signing / Execution of Contract / Agreement:**

Formal signing / execution of Contract / Agreement shall be completed within fifteen (15) days of receipt of "Letter to Proceed". The Company shall prepare the Contract in accordance with the prescribed format (Contract Form, and Articles of Agreement) for the purpose and the successful Bidder shall be communicated the date and time by the Company for the execution of Contract.

The successful Bidder shall provide the stamp paper, of value at the rate of thirty five (35) paisa per every hundred Rupees or part thereof of the amount of the Contract, or at the prevailing rate as specified by the Government of Pakistan.

In case the agreement is executed for services i.e Janitorial, Canteen, Landscaping, Maintenance Contract etc.... will be for One year extendable for further Two terms of one year each unless specified in Special Term & conditions.

14. **Award / Evaluation Criteria:**

Company reserves the right to settle the final award of job to the technically compliant and lowest evaluated and commercially responsive bidder.

Evaluation may be carried out both on item or on group of items/single or multiple package basis depending upon the nature of requirement exclusively at the discretion of the company to ensure economic procurement.

15. **Commencement & Execution of Work:**

Notwithstanding any delay in the preparation / execution of the Contract the successful Bidder shall commence mobilization / preparations and under take the Work within (15) days after receipt of the Letter to Proceed.

The Contractor / Consultant shall prior to commencement of Work, obtain the written authority and instructions of the Company.

16. **Change in Orders:**

The Company may at any time, by a written notice to the Contractor / Consultant, make changes within the general Scope of Work of the Contract.

Upon notification by the Company of such change, the Contractor / Consultant shall submit to the Company an estimate of costs for the proposed change (hereinafter referred to as a change) within ten (10) calendar days of receipt of notice of the change, and shall include an estimate of the impact (if any) of the change on the completion date (s) under the Contract, as well as detailed schedule for the execution of the change, if applicable.

The Contractor / Consultant shall not perform changes in accordance with above, until the Company has authorized a Change Order in writing on the basis of the estimate provided by the Contractor / Consultant.

Changes mutually agreed upon as a change shall constitute a part of the Work under this Contract, and the provisions and conditions of the Contract shall apply to said change.

17. **Assignment:**

The Contractor / Consultant shall not assign, in whole or in part, its obligations to perform under the Contract except with the Company's prior written consent.

18. **Termination of Contract:**

The Company may decide to terminate the Contract in one of the following situations:

(i) **Termination for Default:**

The Company may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor / Consultant, terminate the Contract in whole or in part.

(a) If the Contractor / Consultant fails to complete the contracted Works / Services within the time period(s) specified in the Contract or any extension thereof granted by the Company.

(b) If the Contractor / Consultant fails to perform any other obligation(s) under the Contract.

(c) If the Company during the completion period of the Contract has reason to believe that the Contractor / Consultant will not be able to fulfill the obligations under the Contract.

Prior to the exercising of any right by the Company to terminate the Contract, the Company shall issue notice to the Contractor / Consultant specifying the default(s) and the Contractor / Consultant shall submit an explanation within seven (07) days of receipt of such notice. If such explanation is not furnished within the stipulated time or if so furnished, is found to be unsatisfactory and / or the default(s) continues, the Contract may be terminated by the Company.

(ii) **Termination for Insolvency:**

The Company may at any time terminate the Contract by giving written notice to the Contractor / Consultant, without compensation to the Contractor / Consultant, if the Contractor / Consultant becomes bankrupt or otherwise insolvent. Notwithstanding the above such termination will not prejudice or affect any right of action or remedy which as accrued or will occur thereafter to the Company.

Sui Southern Gas Co. Ltd. Procurement Dept.

(iii) **Termination for Convenience:**

a. The Company may by written notice sent to the Contractor / Consultant, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the company's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

b. The Works that are complete and ready for Commissioning within thirty (30) days after the Contractor / Consultant's receipt of notice of termination shall be at the Contract prices and on the existing Contract terms. For the remaining Works, the Company can also opt to have any portion thereof completed and commissioned at the contract prices and on the other contract terms.

19. **Liquidated Damages:**

If the Contractor / Consultant fails to complete the Work or perform the Services specified in the Contract within the stipulated period / scheduled time specified in the Contract, the Company, without prejudice to any other remedies, shall deduct from the bills or any other due payments / guarantees, as liquidated damages, a sum equivalent to 0.1 % per day of the value the Contract, until actual completion of the Work or performance of the Services. However if delay of over 100 days takes place (i.e. equal to 10%), the Company reserves the right to terminate the Contract at the risk and cost of Contractor / Consultant. The liquidated damages shall also be applicable for the Works / Services terminated under Clause 16.

The payment of liquidated damages shall not relieve the Contractor / Consultant from performing and fulfilling all its obligations under the Contract and nor shall the rights and entitlements of the Company be affected or reduced in any manner.

20. **Force Majeure:**

The parties will not be considered to be in default in the execution of their contractual obligations or any of them to the extent that the execution of such obligations or any of them is delayed or omitted by cause of Force Majeure. Each party will advise the other party by written notice within 07 days of the occurrence of any such case of Force Majeure. The term Force Majeure employed herein shall mean acts of public enemy, wars (whether declared or not) invasion, hostilities, revolution, epidemics, riots (other than among the Contractor / Consultant's own employees) fires, floods, earth quake, commotion, disorder and other causes similar in kind to those herein mentioned, not under the control of either party, which makes the performance of this agreement unfeasible and which by the exercise of due diligence the party seeking excuse from performance is unable to over come.

The Company shall not be liable to the Contractor / Consultant for any damage or loss caused by Force Majeure directly or indirectly.

21. **Safety of Employees and Works:**

The Contractor / Consultant shall be responsible to take all necessary precautions for the safety of employees on or off the Work, and shall comply with all applicable safety laws and codes to prevent accidents or injury to persons on about or adjacent to the places where the Work is being performed. All statutory rules, orders, regulation from time to time in force relating to taking and observance of all safety precaution governing or which might be deemed to be given during the execution and performance of the Work. The Contractor / Consultant shall comply with any and all personnel safety regulations. Any person of the Contractor / Consultant violating the safety rules shall be removed by the Contractor / Consultant from site and replaced without delay.

22. **Insurance:**

The Contractor / Consultant shall be responsible for obtaining a Contractor / Consultant's All Risk Policy (CAR) against risks to the Works and shall make good at his own cost, all losses or damages whether to the Works or to the lives, persons, whether under the workmen's compensation Act or Third Party Risk, or property of others from whatsoever cause arising out of or in connection with the works either during the progress of the works or during the period of maintenance provided by this Contract.

The Contractor / Consultant shall arrange insurance approved by the Company fully to cover workmen compensation and other claims arising out of sickness, injury or death of his personnel working at site and also to cover theft, loss of or damage to the Company's material in his possession and to indemnity the Company for third party claims for damage done or said to have been done to those persons or their property as a result of the Contractor / Consultant's activities on and off the site.



Insurance will be required where ever applicable:

Company's Address:

GENERAL MANAGER (PROCUREMENT)
SUI SOUTHERN GAS COMPANY LIMITED,
2ND FLOOR, HEAD OFFICE, ST-4/B, B-14,
SIR SHAH SULEMAN ROAD,
GULSHAN-E- IQBAL,
KARACHI –PAKISTAN.

Contractor / Consultant's Address:

_____
_____
_____

23. **Dispute Resolution:**

If any dispute shall arise as to the interpretation of this Contract or any matter or thing arising there from, the same shall be settled as far as possible by way of amicable resolution. Failing such settlement, the dispute may be referred for arbitration to two Arbitrators, one to be nominated by each Party. The appointed Arbitrators shall before proceeding on the reference appoint an Umpire. The Award given by the Arbitrators or the Umpire as the case may be shall be final and binding on the Parties. The proceedings shall be governed by the Pakistan Arbitration Act, 1940 and any statutory modification thereof. The venue of arbitration shall be Karachi.

All costs of Arbitration shall be borne by the Parties themselves, unless otherwise ordered by the Arbitrator. Notwithstanding the existence of any difference or dispute, or the commencement or continuance of any arbitration proceedings, Works to be done or Services to be provided under this Contract shall not be suspended or discontinued by the Contractor / Consultant nor shall any payment be withheld by the Company except the difference of the amount in dispute, which is the subject matter of such proceedings.

24. **Income Tax and Duties:**

All kinds of Government Taxes and Duties (income tax, custom duties, etc.) also the provincial sales tax as per provincial law, against any item of the contract, shall be entirely the responsibility of the Contractor / Consultant. Income Tax will be deducted as applicable under the prevailing Government Rules. Rate of Income Tax deduction in relation to submission of Income Tax certificate from the Contractor / Consultant should also be stipulated.

All Foreign Service providers are required to obtain Advance Ruling from the Federal Board of Revenue (FBR) under Section 206A of the Income Tax Ordinance 2001 (Pakistan's Income Tax Law). The advance Ruling issued by FBR covers application of Income Tax Ordinance 2001 to Transaction proposed or entered in to Foreign Service Provider".

25. **Payments:**

Payment will be made within 30 days after completion of works.

The Contractor / Consultant shall submit to the Company during the execution of the Work on-account bills along with a statement / details of executed Work.

The rates and prices in such on-account bills and statement of Work shall be in accordance with those in the SOR/BOQ so far as such rates and prices are applicable and on the approved rates and prices for other items of Work. All payments against on-account bills shall be treated as provisional payments and will be subject to final adjustment.

The Company may withhold payment or on-account of subsequently discovered evidence, nullify the whole or part of any certificate to such extent as may be necessary to protect itself from loss on-account of:

(a) Defective Work not remedied.
(b) Claims filed or reasonable evidence indicating probable filling of claim.
(c) Failure of the Contractor / Consultant to make payments properly to Sub-Contractor / Consultants.
(d) Damage to another Contractor / Consultant.

When the grounds are removed payment shall be made for amounts withheld because of them.

Payments in respect of extra / additional Work will be made on the basis of the original Contract rates and the Contractor / Consultant will not be entitled to any extra compensation / payment including idle charges because of such delays.

Sui Southern Gas Co. Ltd. Procurement Dept.

The making and acceptance of the final payment after successful completion of Work shall constitute a waiver of all claims by the Company other than those arising from faulty Work appearing after final payment and of all claims by the Contractor / Consultant, except those previously made and still unsettled.

Supplier (s) are required to submit signed and stamped acknowledgement slip, Sale Tax return, Annex "C" & Annex "I" (whichever applicable) in which Sales Tax (of relevant Sales Tax invoice) is paid.

26. Blacklisting of Suppliers and Contractor / Consultants:

The company shall permanently blacklist or temporarily debar (at least for 6-months from participating in SSGC's tender proceeding) if, a supplier or Contractor / Consultant who either constantly fails to perform satisfactorily or found to be indulged in corrupt and fraudulent practices as defined blow:

26.1 Corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of an official/company.

26.2 If the supplier/Contractor / Consultant found responsible for the detriment of the company during proceedings of procurement/contract, process or its execution.

26.3 Misrepresentation of facts (by providing fake documents, concealing/ mis- reporting facts pertaining to the bid) in order to influence the procurement process or the execution of the purchase order/contract.

26.4 Collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the company of the benefits of free and open competitive.

Please follow the attached Blacklisting Mechanism

Please follow the attached Black Listing Mechanism

27. GOP's Obligation:

The contract shall be governed by the Law of Pakistan. The Contractor / Consultant is obligated to comply with all regulations and ordinance in force or to be passed by the Government of Pakistan in connection with Labor legislation during the course of the work to be performed. Any additional financial charges on account of revision in minimum wages by GOP will be company's responsibility while the contract is in operation.

This contract embodies the entire understanding of the parties hereto on this subject and there are no commitment, terms, conditions or obligations, oral or written, express or implied, other than those contained herein.

28. Late Bid:

Sealed bids shall be mailed/submitted/dropped in tender box placed at Tender Room, CRD Building, and SSGC Head Office, In accordance to the time specified in invitation to bid & tender notice (which ever applicable), Bids are to be delivered on or before closing time after which all bids submitted after the time prescribed shall not be entertained and will be returned without being opened. In case bid is sent through courier, the same shall be delivered at least half an hour before scheduled opening time.

29. Rebate / Discount:

Unit rate (s) given in the Bill of Quantities shall take into account all relevant factors including discount if any. Discount given separately at the time of bid opening will not be considered.

30. Joint Ventures:

In the event that the bidder is bidding as a Joint Venture, the Company will require the joint venture agreement duly executed by the parties to the Joint Venture to be submitted with the bid. The joint venture parties shall also furnish an undertaking to be jointly and severally liable for all liabilities arising out of obligation under the Purchase Order / Contract. The, Joint Venture agreement of the parties must specify share of each partner and name of the lead partner along with their registration with the FBR, SST and BST as the case may be failure to specify these two narrations the joint venture agreement will not be entertained.

31. Correction / Amendments in Quoted Price:

Any overwriting in BOQ / SOR is not allowed. In case of type of any amendment / correction required in unit price / total amount the same has to be strikeout and re-written with corrected figures, properly signed & stamped out, in order to avoid an ambiguous bid.

Sui Southern Gas Co. Ltd. Procurement Dept.

(On Stamp Paper @ Rs.100 for first Rs.100, 000 and Rs.50 per subsequent Rs.100, 000 of Guarantee Value)

BID BOND FORMAT

Su: Southern Gas Company Limited,
ST-4/B, Sir Shah Muhammad Suleman Road,
Block 14, Gulshan-e-Iqbal,
Karachi.

Tender Enquiry No SSGC / SC /

Dear Sirs,

In consideration of Messrs _____ hereinafter called "The Bidder" having submitted the accompanying bid and in consideration of value received from _____ we hereby agree to undertake as follows:

1. To make un-conditional payment of Rupees _____ upon your return demand without further recourse, question or reference to the Bidder or any other person, in the event of the with drawl of the aforesaid Bid by the Bidder before the end of the period specified in the Bid after the opening of the same for the validity thereof, or if no such period to be specified within 120 days after said opening and or in the event that the Bidder within the period specified thereof, or if no period be specified with 15 days after prescribed forms are presented to the Bidder of signature the Bidder shall fail to execute such further contractual documents if any as may be required by the Company, or on the Bidders' failure to give the requisite Performance Bond as may be required for the fulfillment or resulting Contract with 10 days of the acceptance of the Bid.

2. To accept written intimation(s) from you as sufficient evidence of the existence of default or non compliance as aforesaid on the part of the Bidder and to make payment immediately upon receipt of the written intimation.

3. No grant of time or other indulgence to, or composition, or arrangement with the Bidder in respect of the aforesaid Bid with or without notice to us shall in any manner discharge or otherwise, however, affect this guarantee and our liabilities and commitments hereunder.

4. The guarantee shall be binding on us and our successors in interest and shall be irrevocable.

5. This guarantee shall remain valid upto _____.

Yours faithfully,

Note: Any extensions / amendments (in all guarantees/bonds) if required shall be made on stamp papers of Rs.50

Sui Southern Gas Co. Ltd. Procurement Dept. H.O.

(On Stamp Paper @ Rs.100 for first Rs.100, 000 and Rs.50 per subsequent Rs.100, 000 of Guarantee Value)

PERFORMANCE BOND FORMAT

Sui Southern Gas Company Limited,
ST-4/B, Sir Shah Muhammad Suleman Road,
Block 14, Gulshan-e-Iqbal,
Karachi.

Bank Guarantee # .....
Date of Issue : .....
Date of Expiry : .....
Amount : .....

Tender Enquiry No SSGC / SC /

Dear Sirs,

In consideration of your entering/having entered into Contract No._____ with M/s. _____ hereinafter called "The Contractor" and in consideration of value received from the Contractor, we hereby agree and undertake as follows:-

1. To make un-conditional payment of Rupees _____ and un-conditional payment in such amount as you may require from time to time as and when called upon by you to do so, not exceeding in the aggregate payment of Rupees _____, being the amount covering liquidated damaged and security for the due fulfillment by the Contractor of all liabilities, obligations, commitments and total and faithful performance of the above Contract by the Contractor as specified in the above mentioned Contract upon your written demand(s) without further recourse, question or reference to the Contractor or any other person in the event of the Contractor's default in compliance with its obligations, liabilities and faithful performance arising under and in pursuance of the Work committed by it in the above mentioned agreement of which you shall be the sole judge.

2. To accept written intimation(s) from you as sufficient evidence of the existence of default or non compliance as aforesaid on the part of the Contractor and to make payment immediately upon receipt of the written intimation.

3. To keep this guarantee in full force from the date of this guarantee till the Contractor's obligations as specified in the above referred Contract and all other obligations of the Contractor as are contained in the above contract are duly fulfilled by the Contractor to the satisfaction of the Company.

4. No grant of time or other indulgence to, or composition, or arrangement with the Contractor in respect of the performance of its obligations under and in pursuance of the said agreement or any clause thereof, with or without notice to us shall in any manner discharge or otherwise howsoever effect this guarantee and our liabilities and commitment there under.

5. The guarantee shall be binding on us and our successors in interest and shall be irrevocable.

6. This guarantee shall not be affected by any change in the constitution of the guarantor bank or the constitution of _____.

6. This guarantee shall remain valid upto _____.

Sui Southern Gas Co. Ltd. Procurement Dept. H.O Gulshan-e-Iqbal

Tender Enquiry No. SSGC/...../...../...../

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Number: Contract Value: Contract Title:

ated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee 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 consultations 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 GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] 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 GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact 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 GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] 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 GoP.

Sui Southern Gas Co. Ltd. Procurement Dept. H.O. Gulshan-e-Iqbal

CONTRACT FORM

Contract No. SSGC/SC/

ARTICLES OF AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2018 by and between Sui Southern Gas Company Limited, having its office at ST-4/B, Sir Shah Muhammad Suleman Road, Block 14, Gulshan-e-Iqbal, Karachi, hereinafter referred to as the "Company" of the one part and **M/s.** _____ _____ hereinafter referred to as the "Contractor", (which expression shall include the successors, of the said firm, heirs, executives, administrators and assigns of the Partners of the said firm individually or severally) of the other part.

WITNESSETH:

WHEREAS, under the procedures, bids have heretofore been received by the Company for carrying out "_____" work and the tender of the Contractor for the said work has been accepted by the Company.

NOW THEREFORE, for and in consideration of the promises, negotiations, covenants and agreements hereunder contained and to be performed by the parties hereto, the said parties hereby covenant and agree as follows:-

Article-1 Work and Cost of the Work:

i) In consideration of the covenants and agreements to be kept and performed by the contractor and for the faithful performance of this Contract and the completion of the work embraced therein according to the specifications and conditions herein contained and referred to or agreed to in course of subsequent negotiations and in accordance with the Contract, the Company shall pay and the Contractor shall receive and accept as full compensation for everything furnish and done by the contractor under this agreement as sum of approximately **Rs.**_____ (_____), or such other sums as may be ascertained in accordance with the conditions of Contract, etc. and at rates quoted against each item of work and agreed to and accepted by the parties as one instrument, and at the times and in the manner prescribed by the conditions of the Contract.

ii) The Contractor at his own proper cost and expense shall do all work and furnish all labour, materials, tools, supplies, machinery and other equipment and plant that may be necessary for the satisfactory completion of all the works as set forth in the contract documents.

Article-2 - Time:

The maintenance of a rate of progress in the works at a rate which will result in its completion within the specified time, is of the essence of the contract and the Contractor agrees to proceed with all the due diligence and care at all times to take all precautions to ensure the timely completion as defined herein; time being deemed to be essence of the Contract of part of the Contractor.

The said work shall be started on the Contractor's receipt from the Company of a written order to proceed, and the Contractor shall have the work called for duly and fully complete in total _____ **months {including** _____ **(**___**) weeks** mobilization period} from the date of issuance of such order.

Article-3 - Contract Documents:

It is understood and agreed that the contract documents which comprise this Contract are attached hereto and made a part hereof and consist of the following :-

a) The Article of Agreement.

Sui Southern Gas Co. Ltd. Procurement Dept. H.O Gulshan-e-Iqbal

Sui Southern Gas Co. Ltd. Procurement Dept. H.O Gulshan-e-Iqbal

b) Bid ((submitted vide letter No._____ _____ dated _____ comprising Letter of Invitation, Instructions to bidders, Scope of Work, Special and General Conditions of Contract, Tender Form, Bill of Quantities, Drawings, etc.).

c) **Company letter No._____, dated _____.**

Contractor letter No._____, dated _____.

d) **Notice of Award (Letter of Intent (LOI) No.SSGC/MAT/S&C/_____, dated _____.**

e) **Acceptance by the Contractor on the copy of LOI.**

f) **Letter to Proceed No.SSGC/PROC/S&C/_____, dated ___ _____.**

g) **Performance Bank Guarantee No._____, dated _____, amounting to Rs._____ issued by M/s. _____.**

It is agreed by the parties to the contract that this contract shall be executed in two counterparts; one copy to be retained in the office of the Sui Southern Gas Company Limited and one given to the Contractor.

IN WITNESS WHEREOF the parties hereto have executed this Contract at Karachi in two counterparts by their duly authorized representatives as of the day and year herein above set forth.

Signed for and on behalf of
M/s. Sui Southern Gas Company Limited
_____.

Signature : _____

Name : _____

Signed for and on behalf of
M/s. _____ Karachi

Signature : _____

Name : _____

In the presence of :

Signature : _____

Name : _____

Signature : _____

Name : _____

Signature : _____

Name : _____

Sui Southern Gas Co. Ltd. Procurement Dept. H.O. Gulistan-e-Iqbal

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Supplier code: _____

FORM-X

Bank account details form for all Beneficiaries

(Mandatory requirement for Digital Online Banking)

As per FBR Regulations ref # C.No.4 (24) IT-Budget/2021-142150-R dated 23rd Sept'2021 to make the payment online w.e.f. 01-11-2021. All beneficiaries are required to fill in the below details, which is mandatory:

Name of Firm: _____

Address of Firm: _____

_____

CNIC #: _____

NTN #: _____

Bank Name: _____

Bank A/C Title name: _____

Branch code: _____

Bank A/c #: _____ (16 Digits)

Bank IBAN #: _____ (24 Digits)

☐ Information already submitted.

Note: Please be attached copy of Cheque / Account Maintenance Certificate.(Mandatory)

Sui Southern Gas Co. Ltd. Procurement Dept. H.O. Gulshan-e-Iqbal

_____

Authorized Sign & Stamp

Date: _____

Note: All payments transactions will be made on above mentioned Account details. This is only a one time information to be provided by the all beneficiaries. Incase if the above detail has already submitted, please tick the box above "Information already submitted" and also ensure Form-X is duly signed & stamped.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

ANNEXURE: I

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts.

1. Name
2. Father's Name/Spouse's Name
3. CNIC / NICOP/Passport No.
4. Nationality
5. Residential address
6. Email address
7. Date on which shareholding, control or interest acquired in the business.
8. In case of indirect shareholding, control or interest being exercised through intermediary companies, entities or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided:

2	3	4	5	6	7	8	9	10
Legal form (Company/Limited Liability Partnership /Association of Persons/Single Member Company/Partnership Firm/Trust/Any other Individual, Body Corporate (to be Specified)	Date of Incorporation / Registration	Place of Registration / Nationality	Residence Address	Country	Email Address	Percentage of shareholding, control or interest of BO in the Legal Person or Legal Arrangement	Percentage of shareholding, Control or Interest of Legal Person or Legal Arrangement in the Company	Identity of Natural Person who Ultimately owns or Controls the Legal Person or Arrangement

9. Information about the Board of Directors (details shall be provided regarding number of shares in the capital of the company as set opposite respective names).

Southern Gas Co. Ltd. Procurement Dept. H.O. Gulshan-e-Iqbal

1	2	3	4	5	6	7	8
Name and surname (in block Letters)	CNIC no (in case of foreigner Passport No)	Father's / Husband's Name in Full	Current Nationality	Any other Nationality (ies)	Occupation	Residentially address in full of the registered / principle office address for a subscribers other that natural Person	Numbers of shares taken by cash subscribers (in figures and words
			Total numbers of shares taken (in figures and words)				

10. Any other information incidental to or relevant to beneficial owner(s).

Name and signature
(Person authorized to issue notice on behalf of the company)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Form of Bid-Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[date (as day, month and year)]*
Bid No.: *[number of Bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[complete name of Procuring Agency]*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

(a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or

(b) having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid validity: (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security (or guarantee), if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder: _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]

Sui Southern Gas Co. Ltd. Procurement Dept. H.O Gulshan-e-Iqbal

Section – VII

SUI SOUTHERN GAS COMPANY LIMITED

UNDERTAKING OF COMPLIANCE WITH INTEGRATED MANAGEMENT SYSTEM (IMS) MANUAL AND BLACKLISTING MECHANISM

I, _____ [Supplier's Authorized Representative Full Name], of _____ [Supplier Company Name], with principal office located at _____ [Full Address], do hereby solemnly affirm and declare as follows:

1. That I am the duly authorized representative of _____ [Supplier Company Name], and have the legal authority to make this declaration on behalf of the company.
2. That I confirm having accessed, read, and fully understood the **Integrated Management System (IMS) Manual** provided by **Sui Southern Gas Company Limited (SSGC)**, available at the official website: https://www.ssgc.com.pk/web/wp-content/uploads/2025/06/IMS-Manual-1-1.pdf
3. That _____ [Supplier Company Name] agrees to comply fully with all the policies, procedures, and responsibilities outlined in the IMS Manual, and will ensure that all relevant employees, contractors, and agents are made aware of and comply with the same.
4. That _____ [Supplier Company Name] acknowledges that failure to comply with the IMS Manual may result in corrective action, including but not limited to financial penalties as per SSGC policy and suspension or termination of business with Sui Southern Gas Company Limited (SSGC).
5. That the bidder has also read, understood, and accepted the **Blacklisting Mechanism of Sui Southern Gas Company Limited (SSGC)**, available at: https://www.ssgc.com.pk/web/wp-content/uploads/2024/09/blacklisting_mechanism_2024.pdf
6. Any type of violation of the tender terms and non-performance will result in the enforcement of the Blacklisting Mechanism, which will be dealt with in accordance with the Blacklisting Rules/Mechanism.
7. This affidavit is made in good faith and for the purpose of affirming our commitment to health, safety, environmental standards, and compliance with the **Integrated Management System (IMS) Manual** and the **Blacklisting Mechanism** of Sui Southern Gas Company Limited (SSGC), as well as all other applicable policies and procedures of SSGC.

Signed at _____ [City] on this _____ day of _____, *20* .

Signature: _____
Name: _____
Designation: _____
Company Name: _____
Contact Details: _____

(Company Stamp / Seal Mandatory)

Witnessed by:

Signature of Witness: _____
Name of Witness: _____
Date: _____

Signature of Witness: _____
Name of Witness: _____
Date: _____

Sui Southern Gas Co. Ltd. Procurement Dept. H.O. Gulshan-e-Iqbal

SSTW-05

Ref No _____ Dated _____

M/s _____

SNTN _____

Address _____

NOTICE UNDER RULE 3(1) OF THE SINDH SALES TAX SPECIAL PROCEDURE (WITHHOLDING) RULES, 2011.

Dear Sir,

Kindly note that we are a withholding agent under the Sindh Sales Tax Special Procedure (Withholding) Rules, 2011, and that we shall withhold and deduct the prescribed amounts of Sindh sales tax against your tax invoices in relation to the services provided or rendered by you to us. We hold NTN/FTN .....

2. We undertake to deposit the withheld/deducted amounts of Sindh sales tax in the Sindh Government's head of account "B-02384" against a SRB-prescribed PSID/Challan (SST-04 or SSTW-04) in the manner prescribed under the aforesaid Sindh Sales Tax Special Procedure (Withholding) Rules, 2011, and we shall provide you a certificate of deduction-cum-deposit in terms of rule 3(9) thereof.

Signature _____

Name _____

CNIC _____

Designation _____

Date _____

Official seal _____

Sui Southern Gas Co. Ltd. Procurement Dept. H.O Gulshan-e-Iqbal

PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Sui Southern Gas Company Limited

Procurement Department

Standard Advisory to all Bidders

SUB: Sindh Sales Tax Withholding On Services Payment

(Effective from 1 July 2024)

Dear Sir,

Background

Please be informed that:

1. Uptil February 2024, SSGC deducted 20% of Sindh Sales Tax amount from Invoice value payable to a Vendor for services rendered in Sindh & deposit the same with Sindh Revenue Board, while remaining 80% is deposited by the Vendor themselves.

2. From March 2024 – June 2024, SSGC deducted 80% of Sindh Sales Tax amount from Invoice value payable to a Vendor for services rendered in Sindh & deposit the same with Sindh Revenue Board, while remaining 20% is deposited by the Vendor themselves

Amendment in Law

Sindh Revenue Board (SRB) has amended Withholding Rules thereby requiring SSGC to deduct 20% of sales tax amount from Invoice Value.

Revised Procedure for Sindh Sales Tax Withholding

In order to ensure implementation of above amendment, following process is being implemented 01. July 2024:

1) 80% Sales Tax to continue to be withheld on 'Past" Invoices only (where Vendor has already deposited 20% Sales Tax in Government treasury provides evidence thereof).

2) 20% Sales Tax will be deducted on Current and future invoices (while 80% will be deposited by vendor directly with SRB)

It is needless to mention that only Sindh Withholding Rules have been amended white there is no change in other Rules (Income tax withholding Balochistan Sales Tax withholding; etc.)

Sui Southern Gas Co. Ltd. Procurement Dept. H.O Gulshan-e-Iqbal

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

SSGC

سوئی سدرن گیس کمپنی لمیٹڈ
پروکیورمنٹ ڈیپارٹمنٹ

تمام ٹھیکیداروں کے لئے معیاری ایڈوائزری

خدمات کی ادائیگی پر سندھ سیلز ٹیکس
(۱ جولائی ۲۰۲۴ سے نافذ العمل)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

پس منظر

مطلع کیا جائے کہ:
1. فروری 2024 تک، SSGC نے سندھ میں فراہم کی جانے والی خدمات کے لیے وینڈرز کی انوائس ویلیو سے سندھ سیلز ٹیکس کی رقم کا 20% کاٹ لیا ہے اور اسے سندھ ریونیو بورڈ کے پاس جمع کرایا ہے، جبکہ وینڈرز بقیہ 80% خود جمع کرائے ہیں۔

2. مارچ 2024 سے جون 2024 تک، SSGG نے سندھ میں فراہم کی جانے والی خدمات کے لیے وینڈرز کی انوائس ویلیو سے سندھ سیلز ٹیکس کی رقم کا 80% کاٹ لیا ہے اور اسے سندھ ریونیو بورڈ کے پاس جمع کرایا ہے، جبکہ بقیہ 20% وینڈرز خود جمع کرائے ہیں۔

قانون میں ترمیم

سندھ ریونیو بورڈ (SRB) نے ود ہولڈنگ رولز میں ترمیم کی ہے جس کے تحت SSGC کو انوائس ویلیو سے سیلز ٹیکس کی رقم کا 20% کٹوتی کرنا ہوگی۔

سندھ سیلز ٹیکس ودہولڈنگ کا نظرثانی شدہ طریقہ کار

مندرجہ بالا ترمیم کے نفاذ کو یقینی بنانے کے لیے، 01 جولائی 2024 سے درج ذیل عمل کو نافذ کیا جا رہا ہے:

1) 80% سیلز ٹیکس صرف 'ماضی' انوائسز پر کٹوتی جاری رہے گی (جہاں وینڈر نے پہلے ہی سرکاری خزانے میں 20% سیلز ٹیکس جمع کرایا ہے اس کا ثبوت فراہم کرتا ہے)۔

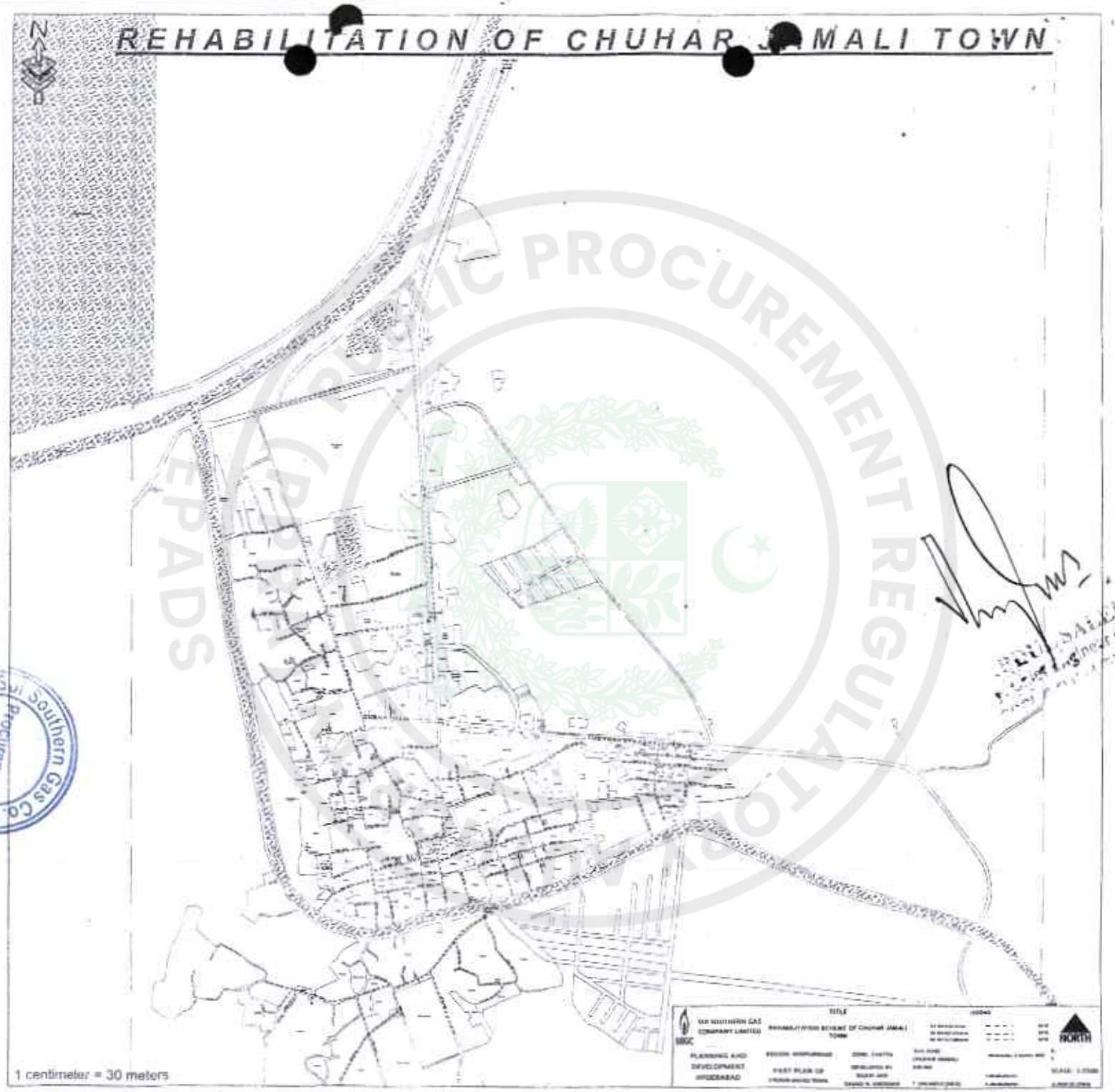
2) 20% سیلز ٹیکس موجودہ اور مستقبل کے انوائسز پر کاٹا جائے گا (جبکہ 80% وینڈر براہ راست SRB کے ساتھ جمع کرائے گا)

یہ واضح رہے کہ صرف سندھ ودہولڈنگ رولز وائٹ میں ترمیم کی گئی ہے دیگر رولز (انکم ٹیکس ود ہولڈنگ بلوچستان سیلز ٹیکس ود ہولڈنگ وغیرہ) میں کوئی تبدیلی نہیں کی گئی ہے۔

Sui Southern Gas Co. Ltd. Procurement Dept. H.O Gulshan-e-Iqbal

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

REHABILITATION OF CHUHAR JAMALI TOWN



PUBLIC PROCUREMENT REGULATORY AUTHORITY
EPADS

Procurement Dept. H.O. Gulshan-e-Iqbal Sui Southern Gas Co. Ltd.

FINANCIAL PROPOSAL

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Sui Southern Gas Co. Ltd. Procurement Dept. H.O. Gulshan-e-Iqbal

Section - VIII

TENDER FORM

Sui Southern Gas Company Limited,
ST 4/B, Block 14, Sir Shah Muhammad Suleman Road,
Gulshan-e-Iqbal,
Karachi.

DITCHING & BACKFILLING WORK ALONG WITH ALLIED ACTIVITIES FOR LAYING OF GAS PIPELINE

REHABILITATION OF GAS DISTRIBUTION NETWORK AT CHUHAR JAMALI TOWN, DISTRICT SUJAWAL

JOB No. # 08263024 (MAINS), 02263019 (SERVICES)

TENDER ENQUIRY NO.

Dear Sir,

1. Having examined the Site, Drawings, Conditions of Contract, Scope of Work and Bill of Quantities for the subject Work, I/We, the undersigned offer to undertake, complete and maintain the whole of the said Work in conformity with the contract terms the unit rates given.
2. I/We undertake, if my/our tender is accepted, to commence the Work within specified time after receipt of the letter of intent/letter to proceed/signing of contract, and to complete and deliver the whole of the Work contained in the contract within the period specified in the tender document.
3. If my/our tender is accepted, I/We shall provide an irrevocable bank guarantee of a Scheduled Bank (acceptable to the Company) to be jointly or severally bound with me/us in a sum specified hereunder and in Annexure II for the due performance of the contract.
4. I/We agree to abide by this tender for the period of 30 days from the date fixed for opening the same and it shall remain binding upon me/us and may be accepted at any time before the expiration of this period.
5. I/We agree to execute the Work in a manner satisfactory to the Company whose decision shall be final and without appeal on work methods, specifications, and quality of materials, equipment and workmanship.
6. I/We agree to supervise and furnish adequate engineering and supervisory staff, labour force, tools, plants, machinery and finances to perform the Work in time as specified in the agreed Time Schedule to ensure that all will be done in accordance with accepted international engineering standards.
7. Unless and until a formal agreement is prepared and executed, this tender together with the Company's written acceptance shall constitute a binding contract between us.
8. I/We understand that the Company is not bound to accept the lowest or any tender received without assigning any reasons.
9. For ease of reference certain information and special stipulations applicable to the contract within the subject of the tender are set forth herewith:

ABDUL SALEEM
Incharge (Rehabilitation)
Southern Gas Company Ltd
Regional Office Hyderabad

Procurement Dept.
H.O Gulshan-e-Iqbal

a.	Name of the Company	:	Sui Southern Gas Company Limited.
b.	Name of Work	:	**Ditching & Backfilling Works Along With Allied Activities for Laying Of Gas Pipelines at Chuhar Jamali Town, District Sujawal**
c.	Amount of Bid	:	Rs._____ **(To be filled in by the Bidder)**
d.	Retention Money	:	**Five (05%) Percent** of all payments made to the Contractor.
e.	Date of award of Work	:	Date of acknowledgement of Letter of Intent (LOI) by the Contractor.
f.	Mobilization Period	:	**One (01) week** from the date of issuance of Letter to Proceed.
g.	Value of Performance Bond	:	**Five (05%) Percent** of the Contract / Bid Value for each location.
h.	Completion Period	:	**05 Months**
i.	Mode of Payment	:	As per General Condition of Contract
j.	Maintenance Period	:	**Six (06) months** from the date of completion.
k.	Liquidated Damages	:	**(0.1%) percent per day** of contract value for each day of delay subject to a maximum of 10%.
l.	Insurance	:	(CAR) Contract Value + 10%

In the name of _____
Dated this _____ day of _____ 2026
Signature _____ in the capacity of _____
Duly authorized to sign the tender for and on behalf of _____
Witness
Signature: _____

Name : _____
Address : _____

ABDUL SALEEM
Incharge (Rehabilitation)
Sui Southern Gas Company Ltd
Head Office Hyderabad

Sui Southern Gas Co. Ltd. H.O Gulshan-e-Iqbal

SUI SOUTHERN GAS COMPANY LIMITED

BOQ

REHABILITATION OF GAS DISTRIBUTION NETWORK

At Chuhar Jamali Town, District Sujawal

JOB No. # 08263024 (MAINS), 02263019 (SERVICES)

TENDER ENQUIRY NO. :

Item No.	Description		Unit	Quantity	Amount (Rs.)
1	**Providing all labor, equipments, machinery & tools for excavation of trenches for laying of 180mm, 125mm & 63mm Ø PE gas pipeline as per specification with following activities:** A. Excavation and backfilling of Trial pit(s) of size (2'x 6') upto 4' to 6' depth on each 30 mtr. interval length for selecting the route of pipeline and locating of underground utilities.				
	B. Excavation of Trenches for laying of Mains & services for 2' wide & 4' deep,for 180mm, 125 mm, 63mm,20mm & 3/4 (1.5` wide & 3.5` deep) in different soil conditions.	**180mm**	**Meters**	**2364**	
	i). Providing of guny bags/wooden skids where is applicable and labour for Stringing of pipes along the trench(s) and placing of gunny bags filled with soft soil. ii). Supply & cushioning of Soft soil (free from hard particles) in the excavated trench(s) 6" around the gas pipeline (Mains+Services). iii). Laying of Caution Tape.	**125mm**	**Meters**	**3108**	
	iv). Providing labour for Making pit(s) of required size for tie-in joints , air testing , leakage repair if any,bush cutting & its removal from site, cleaning of trenches including dewatering till completion of job , ensure the repair of damged utilities during job execution. C. Providing of A quality pacca briks (size: 4" wide, 3" thick and 9" long) and its laying on laid PE pipe @ 10 bricks / metre (Mains+Services).	**63mm**	**Meters**	**11200**	
	D. Extra depth and width will be required if underground utilities are encountered along the route for which no extra payment will be made. E. After laying of pipeline proper backfilling and compaction of excavated trench(s) and removal of debris from the site to the appropriate location. Completion of all the above activities as directed by the site Engineer.				
2	Killing of Old network (Providing of Labour for making of Pits and its proper backfilling after killing of network.		**No of Pits**	**128**	
3	Camp office at work site (sufficient accomodation for team residence and parking of company tools/ machinery) for 3 Months		**Month**	**3**	
4	Care taker 2 no each for 12 hours for 3 Months (One Shift = 12 Hours)		**No of Shifts**	**180**	
5	**Service line installation (Average Length of Service line= 6 meters)**		**Nos**	**994**	
6	House line Shifting		**Nos**	**1216**	
7	Service line Pacca Bricks Laying		**Meters**	**3479**	
8	Drain/Nali Repair (subject to actual) 30% of 994		**Nos**	**298.2**	

Note: Completion of all the above activities shall be carried out as directed by the site Engineer.
All Payments shall be made as per actual measurement.

Muhammad Kashif Siddiqui
Act. Dy. General Manager
SBU (US&B) /I - P&D (B)
Sui Southern Gas Co. Ltd.

Sui Southern Gas Co. Ltd. Procurement Dept. H.O. Gulshan-e-Iqbal

Historical Contract Non-Performance, and Pending Litigation and Litigation History

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

☐ Not debarred due to deviation from commitment of Bid Securing Declaration-☐ Not debarred due to non-performance			
Year	**Non-performed portion of contract**	**Contract Identification**	**Total Contract Amount (current value, currency, exchange rate and PKR equivalent)**
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Procuring Agency: *[insert full name]* Address of Procuring Agency: *[insert street/city/country]* Reason(s) for nonperformance: *[indicate main reason(s)]*	*[insert amount]*
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
☐ Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below.			

Year of dispute	**Amount in dispute (currency)**	**Contract Identification**	**Total Contract Amount (currency), ~~US$~~ PKR Equivalent (exchange rate)**

[insert year]	*[insert amount]*	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: *[insert full name]* Address of Procuring Agency: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]* Status of dispute: *[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]*	*[insert amount]*

☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.

☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.

Year of award	**Outcome as percentage of Net Worth**	**Contract Identification**	**Total Contract Amount (currency), PKR Equivalent (exchange rate)**
[insert year]	*[insert percentage]*	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: *[insert full name]* Address of Procuring Agency: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]* Court/ arbitral award decision: *[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]*	*[insert amount]*