ODORANT OIL

FOB/C&F & FOR (Only for Local Manufacturers SRO 827(1)/2001)

Bids are to be invited on Single Stage Two Envelope Bidding Procedure
Under PPRA Rules 2026, Rule# 27 (b)

TENDER ENQUIRY NO: SSGC/FP/PT/EPADS-1/14563

Bid Closing date & time: 18-12-2026 at 1530 Hrs.
Bid Opening date & time: 18-12-2026 at 1600 Hrs.

Fixed Bid Security; USD=950 OR PKR=270,000.

Note: The bidder is required to submit/upload the Valid PEC Certificate mentioned in the Tender Document/Advertisement (where required) along with the Bid on EPADS-v1.0 else the bid will be liable for rejection. This tender is available on the EPADS-v1.0 link: https://eprocure.gov.pk/#/auth/login. Bidders/suppliers/contractors should participate in this tender through EPADS-v1.0. Supplier should download tender document through EPADS-v1.0, fill BOQ/ Bid form/ schedule of requirement and upload all tender documents with sign and stamp through EPADS-v1.0 otherwise bid will be treated as rejected. The bidder must deposit/submit the physical fixed bid bond to the Tender Room (SSGC HO) before the bid submission date & time, otherwise the bid will be liable to be rejected.

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

Venue:
Tender Room, CRD Building, Ground Floor
SSGC Head office complex Karachi -75300
Ph.99021024 – 99021173 - 99021116.

Sui Southern Gas Company Limited

Procurement Department, 2nd Floor, ST-4/B, Block-14, Sir Shah Suleman Road, Gulshan-e-Iqbal, Karachi-Pakistan. Phone: 99023074, 99021223, Fax: 99231583 www.ssgc.com.pk/ssgc

Sui Southern Gas Company Limited

Checklist for Bidders

Enquiry #: _____ 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 Tender documents (including SBD & SSGC Tender Documents) are duly signed and stamped and uploaded on EPADS or else bid will be liable for rejection.	
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	
14	**Price Schedule / Manual BOQ**	The Price Schedule and Manual BOQ (where applicable) of SSGC tender documents shall be duly filled in, signed, and stamped by the bidder and placed in the Financial folder submission. In addition, the bidder shall ensure that the Financial Form is electronically filled in and submitted through EPADS. Failure to comply with the above requirements shall render the bid liable to rejection in Single Stage–Two Envelope method. All bids shall be evaluated electronically through the EPADS system.	
15	**Undertaking of Eligibility, Legal Capacity, Non-Bankruptcy, Non-conviction, Non-Blacklisting and No Conflict of Interest For Procurement participation**	Bidders are required to duly fill, sign & stamp the Undertaking of Eligibility, Legal Capacity, Non-Bankruptcy, Non-conviction, Non-Blacklisting and No Conflict of Interest For Procurement participation Form attached with the tender document.	

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. Ltd. Procurement Dept. H.O. Gulshan-e-Iqbal

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

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Bidders Authorized Representative

Sui Southern Gas Company Limited (SSGCL)

Contents

Part – A		
Section – 1	General Terms & Conditions	Included
Section – 1A	Additional Terms & Conditions for FOB/C&F	Included
Annexure–A	Format of Bid Bond Bank Guarantee	Included
Annexure–B	Format of Performance Bank Guarantee	Included
Annexure–C	Declaration by Supplier (Integrity Pact)	Included
Section – 2	Special Conditions of Tender Document	Included /Not required
Part – B		
Section – 3	Bid Form (Schedule of requirement)	Included
Section – 4	Specifications/Drawing (if applicable)	Included/Not required
Section – 5	Undertaking of Compliance with Integrated Management System (IMS) Manual and Blacklisting Mechanism	Included

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

SSGC

SUI SOUTHERN GAS COMPANY LIMITED
Procurement Department

M/s. _____

_____

_____

Tender Enquiry No. _____

INVIATION TO BID

Sui Southern Gas Company Limited, (SSGCL) has pleasure in extending you an invitation, to submit bid for the subject material according to Terms and Conditions specified in the attached Tender Document. Please read following instructions before submission of bid:

1. Bids are to be submitted in sealed envelope provided with the tender, indicating Tender Enquiry Number & its opening date and time on the face of the envelope.
2. Bid Bond @ 2% of the total FOR / FOB value shall be enclosed with the bid without which bid will be rejected and returned to bidder unannounced. The Bid Bond shall remain valid till the last date of the month in which it is expiring.
3. 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 and at the same venue.
4. The bidder shall bear all expenses associated with the preparation and delivery of its bid/sample and the Company will in no case be liable in this respect.
5. Prospective bidder requiring any information or clarification of the tender may notify the same by fax or at the mailing address. The Company will respond to any request for explanation or clarification, if received within reasonable time prior to submission of bids.
6. The Company reserves the right to cancel, add, delete or amend tendered items/quantities/any part of the tender during the bidding period without assigning any reason. However, bidders shall be informed about it prior to bid opening/process.
7. The Company reserves the right to accept or reject any bid or part of a bid or to annul the bidding process and reject all bids at any time prior to award of contract/purchase order without thereby incurring any liability to the affected bidder(s).
8. In case of Single stage two (02) envelope bidding procedure (if mentioned in press advertisement & Tender document), sealed technical offer & sealed bid shall be submitted in separate envelopes Bid Bond will be enclosed with "commercial" bid. "Technical Proposal" and "Financial Proposal" is to be mentioned on the top of the envelope. Technical offers will be opened and evaluated first. Financial offers of only technically compliant bidders will be opened at a later intimated date in presence of bidder's representatives. Financial proposal of technically non-compliant bidders will be returned un-opened along with their bid bond.
9. For Tenders invited on F.O.B/C&F basis, conditions as mentioned in Section-1A will also apply.
10. The Company will appreciate confirmation by fax No 92-21-99231583 or email at mmte@ssgc.com.pk or to DGM (Procurement) of your intention to submit the bid and if not interested in submission of bid, it will be appreciated if it is intimated through fax or email with mentioning of reasons.
11. Bids are required to be submitted at:

    Tender Room, CRD Building, Head Office Complex, Sir Shah Suleman Road Gulshan-e-Iqbal, Karachi Pakistan. Ph. 0092-21-99021024, 0092-21-99021223, 0092-21-99021279, 0092-21-99013074, Fax # 0092-21-99231583, Email: mmte@ssgc.com.pk

Hope and look forward for your valued participation.

Thanking you

Yours sincerely

General Manager (Procurement)

Sui Southern Gas Co. Ltd. Procurement Deptt. Gulshan-e-Iqbal

Section – I

General Terms & Conditions

1. Submission of bids:

1.1. Bids are to be submitted in sealed envelope provided with the tender (in such a manner that contents are fully kept enclosed and cannot be seen until opened) indicating tender enquiry number, its opening date and time on the top of the envelope. Envelopes shall be addressed to General Manager (Procurement Department) on the address provided on "invitation to bid". Envelope shall indicate the name and address of the bidder for returning the bid in case it is declared late or submitted without bid bond.

1.2. Sealed bids (as above) 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. In case bid is sent through courier, the same shall be delivered at least half an hour before scheduled opening time.

1.3. The Company may at its discretion extend the closing date for the submission of bids, in which case all rights and obligations of the purchaser and bidders previously subject to the closing date will thereafter be subject to the date extended. However, any request for extension received from prospective bidders less than one week prior to bid opening date may not be entertained. In case of extension in bid opening date, the same will be advertised in press and simultaneously shall be intimated to prospective bidder who had purchased the tender documents.

1.4 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct the errors made by the bidder, in case of any correction etc. it shall be signed and stamped by the person signing the bid.

1.5. The quoted price shall be inclusive of all duties/taxes except GST, which is to be mentioned separately. The supplier shall declare (if applicable) regarding non-applicability of GST for which documentary evidence shall be enclosed or could be produced upon demand.

1.6. Rates shall be item-wise, as given in price schedule/schedule of requirement/Bid Form unless otherwise specified.

1.7. Bidder is responsible for timely delivery of bids at location specified 1.2 above. Company will not be responsible for misplacement/ tampering/non-attendance/delay or any other incident in case the bid is not delivered at the designated place & time.

1.8. Any bid received late after the closing date and time, will be rejected and returned unopened.

1.9 The quotation shall only be acceptable on/as per Bid Form. In case for foreign tender when Local Agent submits bid on behalf of different bidders, a separate Bid Bond for each Bid is required. Likewise for tender when bidder submit alternative bids a separate bid bond for each bid is required or else bid will be liable for rejection.

1.10 Deviation from tender terms and conditions isnot allowed. However, in unavoidable circumstances, these shall be mentioned at the bottom of "Section 3: Bid Form" deviation on any other page will not be entertained.

1.11 Discount offered (if any) shall be mentioned on the "bid form" only.

1.12 The bidder(s) or their authorized representative shall put his full signature with stamp & date on each page of tender document as well as enclosure vis-a-vis drawings, specifications etc. Any correction, overwriting shall be duly signed & stamped.

1.13 The bid is to be completed and returned to the Company in accordance with, General terms & conditions. General terms & conditions duly signed & stamped (as a token of acceptance) shall be submitted along with Bid Form (Price schedule) duly completed as per requirement. However, specifications/drawing is to be retained by bidder for their future references.

2. Eligible Countries / bidders:

The invitation for bids is open to all manufacturers/suppliers/stockiest/dealers/pre-qualified bidders but is not applicable to those countries where inter trade protocols with Pakistan do not exist or those countries from where imports are not allowed by Government of Pakistan.

3. Qualification/Disqualification of Suppliers:

The Company, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information regarding their professional, technical, financial, legal or managerial competency,

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whether already pre-qualified or not. The Company shall disqualify a supplier or contractor if it finds, at any time that the information regarding their qualification as supplier / contractor was false and materially inaccurate or incomplete. Black Listing Mechanism

4. **Joint Ventures:**

In the event that the successful bidder is a joint venture (formation of two or more companies), the Company will require an undertaking on judicial stamp paper that the parties to the joint venture accept joint and several liabilities for all obligations under the purchase order/contract.

5. **Clarification of tender documents:**

Prospective bidders requiring any further information or clarification of the tender documents may notify, the Company in writing or by fax or at the Company's mailing address indicated in the "invitation to bids". The Company will respond in writing to any request for information or clarification of the tender documents, if received five working days prior to closing date for the submission of bids prescribed by the Company. The Company response (including an explanation of the query) will be sent in writing or by fax/e-mail to all prospective bidders who have purchased the tender documents. Verbal instructions/reference will not be acceptable.

6. **Modification and withdrawal of bid:**

6.1 The bidder may modify or withdraw its bid after the bid submission, provided the written notice of the modification or withdrawal is received by the Company prior to the deadline prescribed for submission of bid. After the bids/quotations are opened, no bidder shall be allowed to revise, propose or request any change in the bid.

6.2 The bidder's modification or withdrawal notice shall be sealed and addressed to GM (P). A withdrawal notice may be sent by fax followed by a signed copy.

6.3 Bids once opened cannot be withdrawn during validity period.

7. **Bid validity:**

All offers shall remain valid up to 90 days (120 days in case of Two Envelope bidding procedure) from the date of opening of bids, until any further extension agreed by the bidder. If the bidder agrees for extending bid validity the bid bond shall also be extended accordingly. A bidder giving extension to his bid validity will not be required or permitted to modify his bid. If there will be any query/clarification or extension request asked by the Company, the bidder should reply the same within 7 days after receipt of the same and if bidder takes more than 7 days the delay in reply will be added to their bid validity period.

8. **Rate Escalation:**

8.1 **All items except line-pipe:**

Quoted prices shall remain valid, firm, irrevocable and fixed till the fulfillment of obligations by the bidder and will not be subject to escalation / change on any account.

8.2 **Line-pipe only:**

8.2.1 Bidders are essentially required to submit detailed breakdown of rates indicating per ton price of:

a) H.R. Coil.
b) All other charges (including wastage, transportation, conversion cost etc).

8.2.2 Rate / price offered by the bidders shall be firm and irrevocable. However bidder offering pipe manufactured from Pakistan Steel Mills (PSM) HR coil are required to submit certified documentary evidence of HR coil rates. Adjustment in line-pipe rates (from the bid opening date till the currency of order) due to change in rate of HR coil manufactured by PSM is admissible to the extent of raw material cost without wastage. The bidders are required to submit certified documentary evidence of HR coil rates published by PSM, at the time of submission of bids. SSGC may verify the document / rates from PSM.

8.2.3 The variation clause however shall not be applicable on line-pipe quantities which were delivered within 20 days of the announcement of the variation (both days inclusive) in price of HR coil by PSM.

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8.2.4 The variation clause also shall not be applicable on the line pipe quantities delivered after the specified delivery schedule (total or monthly consignment wise).

8.2.5 No escalation is applicable on line pipe manufactured from imported HR coil.

9. **Bid bond (earnest money):**

Bid bond equivalent to two percent (2%) of the total offer value, in favor of Sui Southern Gas Company Ltd. shall accompany the bid if bid value is above Rs.500,000 in the form of pay order, demand draft, call deposit receipt or a bank guarantee (specimen of bank guarantee is attached at Annexure-A), issued by a scheduled bank in Pakistan. The bid bond shall remain valid for 120 days (150 days in case of Two Envelope bidding procedure) unless specified otherwise. The bid bond shall be returned/refunded to the un-successful bidders while the bid bond of the successful bidder shall be retained, till submission of Performance bond (if applicable). Bids without bid bond will not be considered. In case the order value is less than Rs: 500.000 the bid bond in lieu of performance bond will be retained till fulfillment of obligations by the supplier. However, in either case the bidder is responsible to arrange the extension the bid bond validity as per requirement. If bid bond submitted by the supplier is more than 2% of ordered value, it may be replaced with appropriate value. If order value is less than Rs. 500,000, the bid bond will be returned along with the order. Bid bonds of non-compliant bidders may be released during evaluation process. The bid bond may be forfeited if a bidder withdraws the bid duringvalidity period specified by the bidder or if successful bidder fails to:

- Accept purchase order.
- Furnish performance guarantee in accordance with clause 16 of Section 1,
- Supply material as per requirement and delivery schedule.

9.1 In the event of bid bond validity following short of the prescribed period of 120 or 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, then in such an event it shall be mandatory on the padder to extend the bid bond validity upto 120/150days within 30 days of the opening of technical proposal / bid, and /or where so required by the procuring agency.

9.2 In the event of the bid security amount deposited / furnished by the bidder falls short by 10% of the requisite Bid security amount. The procuring agency keeping in view the nature of the procurement may consider and allow the bidder to deposit / furnish the balance 10% amount, provided the bidder does so within 15 days of the opening of the bid. Notwithstanding that all other terms & conditions have been fully complied with.

10. **Opening of bids:**

Bids will be opened in presence of bidders or their authorized agents at the address provided on "invitation to bids". The bidder's representatives who are present shall sign the bid opening sheet (attendance sheet) to mark their attendance/witness. Commercial contents of bids will be announced/recorded in bid opening sheet.

11. **Preliminary Examination of bids:**

11.1 The Company will examine the bids to determine their completion, computational errors, provision of guarantees, authorized signature and other related matters.

11.2 Arithmetic errors will be rectified on the following basis. Discrepancy between unit price and the total price obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price will be corrected. Discrepancy between total bid amount and the sum of total prices, the total prices shall prevail and the total bid amount will be corrected.

11.3 Prior to a composed evaluation, the Company will determine the substantial responsiveness of each bid to the bidding documents. In Company's opinion a substantially responsive bid is the one which conforms to all the terms and conditions of the bidding documents without any material deviation.

11.4 Bid determined as not substantially responsive will be rejected by the Company and cannot subsequently be made responsive by the bidder through correction of the non-conformity.

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12. **Clarification of submitted bids:**

To assist in the examination, evaluation and comparison of bids, the Company may at its discretion inquire any clarification from bidder about their bid. All responses by bidders shall be provided in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

13. **Technical Literature & Samples:**

The Bidder(s) shall submit the following:

13.1 Samples (if applicable/required)

13.2 Original or legible copy of technical literature/performance characteristics

13.3 Test Certificates (if applicable/required)

13.4 Documentary evidence for legal import in case of imported material. (At the time of delivery when quoted on FOR basis)

13.5 In case of pipeline operation material bidders must also attach a "proof from supplier/ manufacturer, that goods offered have been used successfully on a high pressure natural gas pipeline elsewhere under tropical climatic conditions.

13.6 **Specification Compliance Sheet:**

Company requires a clause-by-clause commentary on the Specifications, demonstrating the materials responsiveness to those specifications or a statement of deviations and exceptions to the provisions of the specifications, if so required/desired. For purposes of the commentary to be furnished pursuant to above, the bidder shall note that standards for workmanship, material and equipment and references to brand names or catalogue numbers, designated by the Company in the specifications are intended to be descriptive only and not restrictive. The bidder may substitute other authoritative standards, brand names and/or catalogue numbers in its bid provided which demonstrates to the Company's satisfaction that the substitutes are equivalent or superior to those designated in the specifications by the Company.

Bid which does not possess above documents, certificates etc., may be considered technically Non-compliant.

13.7 The offer shall be accompanied with all technical data/documents/certifications as required under the tender specifications. Evaluation shall be carried out on the basis of data/ documents/certifications submitted with the bid. No clarification, additional information may be sought / accepted after bid opening.

13.8 Deviation to technical specifications:

The bidder shall fill the "technical compliance sheet" and mention offered specifications along with reference to its technical brochure/literature (page/clause No.etc). Statement such as "Compliant" or "Confirmed" is not acceptable. Deviation to tender terms and technical specification is not acceptable. However, if bidder feels to mention minor deviation, the same shall be referred categorically on the "Bid Form" as well as on the technical compliance sheet stating reference of its technical data sheet/brochure. In case of insufficient information, data or documents, the Company is not liable to seek clarification and the bid may be determined non-compliant on provided information.

14. **Award/Evaluation Criteria:**

14.1 In case of locally manufactured items e.g. service line material & meter components, manufactured by local vendors, the lowest bidder will be awarded maximum quantity as per his declared capacity and past performance in respect of delivery and quality. New vendors / manufacturers shall also be considered for placement of a purchase order up to a maximum of 10% of the tender quantity if their submitted sample has been tested and approved and provided they have quoted lowest price or agree to accept the order on lowest received price.

14.2 Generally for other items other than above, ordering shall be based on technical compliance and lowest quoted price. Supplies may be subject to pre shipment inspection and post qualification by a third party in case of foreign material. If required during the process of manufacturing and / or inspection, SSGCL representative may visit the manufacturer facility to witness the manufacturing / inspection process.

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14.3 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.

14.4 Company reserve the right to settle the final terms of supply with the lowest evaluated and commercially responsive bidder: Any effort by the bidder (s) to influence the outcome of bid evaluation or placement of purchase order may result in disqualification of the bidder.

15. Loading of Bids:

Bids may be loaded with following if offer found to be deviated from specifications, delivery schedule, terms & conditions without stating the amount involved in such deviation by following method:

15.1 The cost of compensation / loading amount for that item shall be derived from the bid itself.

15.2 If 15.1 is not possible, average of rates of other bidders, who have quoted for that item conforming to technical specification, shall form the basis for cost compensation/loading.

15.3 The company will encourage participation by local bidders who will be given price preference. Landed cost factor shall be determined as per prevailing Government policy / SRO. However they will submit details of local value addition on raw material imported by them and percentage of locally manufactured component with documentary evidence.

16. Performance Bond:

16.1 In case purchase order value is above Rs:500,000, the successful bidders shall submit performance bond guarantee which is to be submitted within ten days from receipt of LOI or order along with integrity pact. The successful bidders shall submit a performance bank guarantee (PBG) in the form of a pay order or bank guarantee (specimen attached at Annexure-B) issued by a scheduled bank in Pakistan, for an amount equivalent to 10% of the total value of the purchase order or as specified, in the "letter of intent". The performance bond unless specified otherwise; shall remain valid till;

16.1.1 Completion of final satisfactory delivery in case of consumable items.

16.1.2 12-18 months from the date of satisfactory delivery of the equipment/machinery.

16.1.3 Satisfactory delivery/installation of system in case the installation responsibility is on supplier's part.

16.1.4 120 days in case of chemicals.

16.1.5 In case of locally manufacturing item, the PBG equivalent to 3 months delivery schedule will be required after placement of purchase order which should remain valid till completion of final satisfactory delivery of the ordered quantity.

16.1.6 In case of small diameter line pipe (MS/MDPE) the PBG shall remain valid up to 3 months after completion of satisfactory final delivery.

16.1.7 In case of Vehicles, Manufacturer's Warranty is required in lieu of PBG.

16.2 The guarantee will be released after completion of this period, subject to satisfactory performance of the supplied equipment/machinery/system as mentioned at 16.1 above. The supplier shall keep the guarantee valid at their cost until fulfillment of the obligations.

16.3 In case the bidder does not submit the performance bond as specified, the delivery time of goods shall be deemed to have commenced 10 days (15 days in case of import) from the issuance of letter of intent/purchase order. The proceeds of the performance bond shall be payable to the Company as compensation for any loss resulting from the supplier's failure to complete its work under the purchase order/ contract. The validity period of the performance bond is to be extended if the delivery date/period is being extended mutually by the Company/Supplier.

14.

16.4 The performance bond will be discharged / returned by the Company not later than thirty (30) days following the date of completion of the supplier's work under the purchase order/contract including any warranty/guarantee/performance obligations as specified in the special conditions of contract. The supplier shall not be absolved of their liability to perform in case of encashment of performance bond by the Company, who shall have the right to claim and receive all damages/losses incurred due to non-performance.

16.5 The Company shall promptly notify the supplier in writing for any claim arising under this guarantee. Upon receipt of such notice, the supplier shall promptly repair or replace the defective goods or parts thereof, without cost to the Company other than, where applicable the cost of inland delivery of the repaired or replaced goods or parts from the port of entry to the final destination.

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16.6 If the supplier, having been notified, fails to rectify the defect (s) in accordance with the purchase order/contract, the Company may proceed to take such remedial actions as may be necessary at the supplier's expense. Any amount payable by the supplier under this clause may be recovered by the Company by withdrawing from the performance bond without having to notify or seek the approval of the supplier.

16.7 Nothing herein contained shall be construed to limit supplier's obligation of performance of the order/contract to the value of the performance bond.

16.8 **Guarantee/Warranty:** In case where performance guarantee is not applicable, the supplier shall confirm that all suppliedgoods under the contract/purchase order are new, unused, of the most recent or current modelsand incorporate all recent improvements in design and goods unless provided otherwise in the contract/purchase order. This guarantee shall remain valid for a period of twelve to eighteen months after the goods have been delivered or commissioned.

17. **Purchase Order/Contract:**
Purchase order of quoted material may be placed on fulfillment of conditions mentioned at 14 &16 above which is through formal confirmation for proceedings with the suppliers.

18. **Assurance:**
The successful bidder will be required to give satisfactory assurance of its ability and intention to deliver the goods, pursuant to the tender enquiry and contract within the time set forth therein.

19. **Force Majeure:**

19.1 In the event of either party hereto being rendered unable, wholly or partially, by force majeure circumstances to carry out its obligations under the purchase order/contract documents, such party shall give notice and full particulars and other satisfactory evidence of such force majeure circumstance(s) in writing or by fax to the other party within 7 days after theoccurrence of the cause(s). Relied upon the obligations of the party giving such notice so far as they are affected by such force majeure shall be suspended for the period during cause(s) shall, as far as possible, be remedied and obviated with all reasonable dispatch. The term 'force majeure' as employed herein, shall mean acts of God or public enemy, civil insurrection, fires, floods, earthquakes or other physical disasters, order or request of governments, blockade or embargo. It is, however, clarified that strikes, lockouts, shortage or non-availability of raw materials, rains, and disturbances, other labor dispute or congestion's in ports on the supplier's side shall not be included in the term 'force majeure'.

19.2 In case the force majeure contingencies last continuously for more than one month, both parties will agree on the necessary arrangements for the further implementation of the purchase order/contract. In case further implementation is unforeseeable and impossible, both parties shall arrange for the termination of the purchase order/contract, but without prejudice to their rights and obligations prior to such termination it being understood that each party shall fulfill its contractual obligations so far as they have fallen due before the operation of force majeure.

20. **Amendment in purchase order/contract:**

20.1 The Company may at any time by a written notice to the supplier make changes within the general scope of the purchase order/contract in any one or more of the following:-

20.1.1 Drawings, designs or specifications where goods to be furnished under the purchase order/contract are to be specifically manufactured for the Company.
20.1.2 The method of shipment or packing.
20.1.3 The place of delivery.
20.1.4 Quantities of item up to a maximum variance of +15% of purchase order/contract value.

20.2 Company reserves the right to increase/decrease the quantities or delete any or all items listed in the price schedule/schedule of requirement/bid form without assigning any reason.

20.3 Upon notification by the Company of such modifications the supplier shall submit to the Company an estimated cost for the proposed modification within ten (10) calendar days of receipt of notice of the modification and shall include an estimate of the impact (if any) of the modification on the delivery dates under the purchase order/contract, as well as a detailed schedule for the execution of the modification, if applicable.

M/s Sui Southern Gas Co. Ltd. H.O. Procurement Dept.

20.4 The supplier shall not perform modification in accordance with clause 20.1 above until the Company have authorized a modification order in writing on the basis of the estimate proyided by the supplier as described in clause 20.3.

20.5 Modification mutually agreed upon shall constitute a part of the work under the purchase order/contract and the provisions and conditions of the contract shall apply to the said modification.

20.6 If modification made by the Company results in a variation in purchase order/contract quantities whose net cost effect is within 15% of the total value then the original purchase order/contract rates would be applicable. Any "modification" affecting the quantities and the corresponding cost effect beyond 15 percent would be mutually agreed upon between the Company and the supplier.

21. Extension in delivery period:

21.1 Delivery of the goods shall be made by the supplier in accordance with the schedule of requirement and delivery period; however, the supplier may claim extension of the time limits as set forth in the schedule of requirements and delivery period in case of

21.1.1 Modification in the goods ordered by the Company pursuant to clause 20.

21.1.2 Delay in provision of any services which are to be provided by the Company (services provided by the Company shall be interpreted to include all approvals by the Company under the contract).

21.1.3 Delay in performance of work caused by orders issued by the Company.

21.2 The supplier shall demonstrate to the Company's satisfaction that it has used its best endeavors to avoid or overcome such causes for delay and the parties will mutually agree upon remedies to mitigate or overcome such causes for delay.

21.3 Not withstanding clause 21.1 above, the supplier shall not be entitled to an extension of time for completion unless the supplier at the time of such circumstances arising, immediately has notified the Company in writing of any delay that it may claim as caused by circumstances pursuant to clause 21.1 above and upon request of the Company, the supplier shall substantiate that the delay occurred is due to the circumstances referred by the supplier.

22. Packing:

22.1 The material shall be in original/sealed packing to ensure delivery without any damage during transit.

22.2 If any of the good is discovered to be damaged or unacceptable at the point of embarkation, the supplier shall be responsible for replacement of those goods free of any charge and cost to the Company, within the delivery time schedule of the contract/purchase order.

22.3 The identification marks showing contents, quantity and contract/purchase order number shall be printed on each skid/metal container/case containing one copy of invoice & packing list.

22.4 Handling and Transportation:
The Supplier shall arrange for the proper stacking of the Goods and for its proper storage and lashing and for other such provisions/suitable measures as may be necessary to safeguard against movement and damage to the Goods from the point of loading to its designated destination.

23. Inspection:

23.1 Pre-delivery inspection may be carried-out at the premises of supplier(s) and/or post delivery inspection at company's any location, by the appointed inspector/inspection team, third party inspectors appointed by the Company.

23.2 The Company reserves the right to arrange inspections and tests to the goods or manufacturing processes at any stage at any of the premises of the supplier or its subcontractor(s) or and at the point of delivery end at the goods final destination. Where conducted on the premises of the supplier or its sub-contractor(s), all reasonable facilities and assistance including access to drawings and production data shall be furnished to the inspectors at no charge to the Company. Such inspection, however, shall not relieve the Supplier to fulfill the obligations under the

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purchase order/contract. If goods fail to conform to the specifications, the Company may reject them.

24. Delivery:

24.1 Free delivery at any of the following locations, unless specified otherwise:

- 24.1.1 R & D Section, Stores Department Abul Hasan Ispahani Road, Karachi.
- 24.1.2 R & D Section, Stores Department F-37, SITE Karachi.
- 24.1.3 R & D Section, Stores Department F-76, Dope Yard SITE, Karachi.
- 24.1.4 Meter Manufacturing Plant, Sir Shah Suleman Road, Gulshan-e-Iqbal Karachi.
- 24.1.5 Khadeji Store, 57th Kilometer at Super High way Karachi.
- 24.1.6 Any other location specified by the company.

24.2 Delivery period shall commence after 10 days (15 days in case of import) of the issuance of letter of intent or from the date of purchase order/contract whichever is earlier, unless otherwise specified.

24.3 The supplier shall replace defective material at their risk & cost including transportation, duty, taxes etc.

24.4 GST Invoice if applicable be submitted at R&D section Stores Department along with material & delivery challan.

24.5 Unloading and stacking through cranes, fork lifters, labor etc. will be arranged by supplier at delivery site (for material like Pipes/Heavy Machinery & Equipment etc).

24.6 Delivery is to be made strictly in accordance with "delivery schedule" as specified by the Company.

24.7 The rejected material is to be collected/lifted by the supplier within a maximum period of one month after its intimation by the Company. Beyond specified period, the Company shall not be responsible for storage/safety of the uncollected material.

25. Delivery Failure:

25.1 In case the supplier fails to supply/ship the material within the stipulated period, the Company have the right to make an alternative arrangement for the purchase of the goods on such terms as may be offered. In such event all losses, cost and charges sustained/incurred by the Company on stated purchase shall be recovered from the Supplier without prejudice to any other right or remedy available to the Company which includes recovery of losses sustained by the Company from any due payment of the said supplier.

25.2 In the event Company remains unable to make such alternative arrangements, the Company has the right to recover from the supplier any or all losses sustained as a result of the supplier's failure to ship/supply the goods as per schedule of delivery.

25.3 In the event Company being forced to purchase any quantity or any other alternative not specified in this document as a result of any failure to supply/ship the material, the Company shall have the right to terminate the contract/purchase order without prejudice to any other rights or remedies available to the Company.

26. Payment:

26.1 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.

Payment will be made within 30 days of completion of stated formalities.

26.2 Income Tax @ 3.5% or as applicable under the prevailing government rules will be deducted at source (except where the supplier provides an income tax exemption certificate). Quoted price shall be inclusive of all taxes, except GST, which shall be mentioned separately. Supplier(s) are required to submit signed and stamp acknowledgement slip, Sales Tax return, Annex "C" & Annex "I" (whichever applicable) in which Sales Tax(of relevant Sales Tax invoice) is paid.

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26.3 In case supplier is not liable to pay tax under the income tax ordinance or is liable to pay tax at a lower rate the supplier shall obtain a certificate from the tax authorities in Pakistan to that effect. In case the required certificate is not produced by the supplier prior to the date of payment, then the Company shall deduct tax at source from the gross payment payable to supplier.

27. Liquidated damages:

27.1 If supplier fails to deliver ordered material within the stipulated period/scheduled time specified in purchase order, Company, without prejudice to any other remedies, shall deduct from the bill or any other due payments/guarantees, as liquidated damages, a sum equivalent to 0.1% per day of the undelivered goods up to maximum 10%. The liquidated damages shall also be applicable for the cancelled quantity of goods under clause 28.

27.2 Whenever liquidated damages become payable, in the event that delivery of all goods and equipment is not made within the time period specified except on account of force majeure, the Company shall quantify the same and shall serve notice to the supplier requiring payment thereof. If the supplier fails to remit payment within 15 days of receipt of such notice, the Company shall forth-with become entitled to recover the same without recourse to the supplier, by calling upon The Performance Bond, withdrawals by way of liquidated damages shall not reduce the value of the Performance bond.

27.3 The payment of liquidated damages shall not relieve the supplier from performing and fulfilling all its obligations under the contract/purchase order nor shall the right and entitlements of the Company be affected or reduced in any manner.

27.4 In case of order placed on FOB/C&F basis, the delivery period shall commence from the date of confirmation of L/C. However, delayed submission of PBG period in excess of time limit will be deducted from the delivery period for the purpose of recovery of late delivery charges.

27.5 The liquidated damages shall be the sum equivalent to point one (0.1%) percent of the Contract price of the delayed goods as unperformed services for each day of delay, until actual delivery or performance, up to a maximum deduction of ten (10) percent of the Contract price. Once this maximum is reached, the Company may consider termination of the Contract at the risk and cost of the Supplier.

28. Default by Supplier:

28.1 The Company may, without prejudice to any other remedy by written "notice of default" sent to the supplier, cancel the purchase order whole or in part; if:

28.1.1 The supplier fails to deliver any or all of the ordered quantity as per specified delivery schedule or any extension thereof granted by the Company

28.1.2 The supplier fails to perform any other obligation(s) under the "purchase order".

28.1.3 The Company during the delivery period has reasons to believe that the supplier will not be able to fulfill the obligations under the purchase order/contract.

The Company prior to exercising its right to cancel the purchase order/contract shall issue notice to the Supplier specifying the default(s) and the supplier 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, purchase order/contract may be cancelled. The Company in addition to cancellation of purchase order/contract may suspend/cancel the enlistment of supplier.

28.2 The Company shall have the right to terminate/cancel the contract/purchase order concluded between the supplier and Company; if:

28.2.1 The successful bidder fails to furnish the performance bond as under clause 16 thereof.

28.2.2 The supplier fails otherwise to perform, fulfill or comply with terms, conditions, regulations and requirements of the contract/purchase order to carry out the work in accordance with the provisions thereof or abandons the shipment.

28.2.3 The supplier becomes bankrupt or insolvent or makes an assignment for the benefit of its creditors.

28.2.4 One or more consignments of material delayed by a period of more than three months or non-supplied.

28.2.5 Rejection of manufacturing items as a result of observation by inspection team

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28.2.6 Penalty on higher rejection rate of supplied goods.

28.3 The supplier shall have the right to terminate the contract/purchase order if:-

28.3.1 The Company fails to establish the "letter of credit" within the stipulated period as required.

28.3.2 The Company becomes bankrupt or insolvent or makes an assignment for the benefit of its creditors.

28.3.3 The Company is in default and breach of its obligation and liabilities under the contract/purchase order.

29. **Resolution of dispute:**

The Company and the supplier shall make every effort to resolve the disagreement or dispute arising between them amicably by direct discussion under or in connection with the purchase order/contract.

30. **Applicable law:**

The purchase order/contract shall be governed by and interpreted in accordance with the laws of the Islamic Republic of Pakistan.

31. **Declaration/Integrity Pact/Certification:**

31.1 Successful supplier shall furnish the declaration (specimen attached at Annexure-C) within 10 days after issuance of LOI/order /contract if the order/contract value becomes Rs:10 million or above.

31.2 In case of F.O.B/C&F Purchase order/Contract, the Principal as well as "local agent" both will sign the "integrity pact" as required under this clause.

31.3 Bidders to submit a certificate on Rs:100/- non-judicial stamp paper certifying that they are not black listed by the Government/Autonomous bodies and declared as defaulted supplier.

32. **Arbitration/resolution of disputes:**

32.1 Any difference or dispute arising out of or in connection with the contract between the Company and the supplier which can not be amicably resolved shall be referred to arbitration in Karachi, Pakistan, to two arbitrators, one appointed by each party of such difference/ dispute. In case the judgment of the said Arbitrator being at variance, the matter shall be referred to an "umpire", who shall be appointed by both the side Arbitrators. The umpire shall be retired judge of a High Court or the Supreme Court of Pakistan. Such arbitrators and umpire shall together proceed to adjudicate he disputes in accordance with the Arbitration Act, 1940, as amended from time to time.

32.2 Prior to exercising any right by the Company or supplier to terminate the purchase order/ contract under the conditions stipulated above, a return notice shall be required to be given to the other party specifying such default(s) and calling for submission of an explanation within seven (7) 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 the default(s) continuous, the purchase order/contract be terminated with notice to other party.

32.3 The agreement shall be governed by Law of Islamic Republic of Pakistan and the arbitration language shall be English.

32.4 During the course of arbitration, the supplier shall not suspend the performance of his esponsibilities and obligations under the contract unless authorized by the Company in writing to do so.

32.5 In addition to the remedies as stated above, there is a "grievance committee" formed by the Company which can be approached by supplier in case of non-settlement of issues at any stage if supplier feels that settlement is not insight or not justified.

33. **Redressal of grievances by the procuring agency.-**

33.1 Grievance Committee is in place to address the complaints of bidders that may occur prior to entry into the procurement contract.

33.2 Aggrieved bidder may lodge a written complaint concerning his grievances not later than fifteen days after the announcement of the bid evaluation report.

33.3 Bidder is to submit complaint on letter head duly signed by the authorized person. Tender reference, details / nature of complaint, complainant active telephone, cell, postal address, email

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address must necessarily be provided. Incomplete / anonymous complaints will not be responded at all.

33.4 The Committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint

33.5 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

34. Blacklisting of Suppliers and Contractors:

The Company shall permanently blacklist or temporarily debar (at least for 6-months from participating in SSGC's tender proceedings) if, a supplier or contractor who either constantly fails to perform satisfactorily performance or found to be indulged in corrupt and fraudulent practices as defined below:

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

34.2 If the supplier/contractor found responsible for the detriment of the Company during proceedings of procurement/contract, process or its execution.

34.3 Misrepresentation of facts in order to influence the procurement process or the execution of the purchase order/contract.

34.4 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 competition.

35. Supplier's Guarantee and Responsibilities:

The Bidder/Supplier shall guarantee that the materials supplied against this tender enquiry is new and is of acceptable quality and has been tried and apptoved on similar jobs. The validity and scope of such guarantee will be in accordance with conditions stated in this document. In case the opinion of the Company the Goods fail to perform the services in accordance with the specifications specified in Section IV due to manufacturing defects/defective material and/or workmanship, the Supplier shall replace, repair or reconstruct such Goods at his own cost in Pakistan wherever the Goods shall be located so that such Goods shall be restored to such conditions that it shall perform in satisfactory operating condition or to replace it with new Goods at Supplier's cost so that the goods shall perform in accordance with the specifications and details as set forth in the Contract/tender documents. If the Supplier shall fail to do so after expiry of 15 days notice to this effect served on him by the Company, the Company shall be at liberty to repair, replace and/or reconstruct the Goods at its costs provided in the event, the Company shall be entitled to recover total cost of such replacement form the Supplier withdrawing from the Performance Guarantee.

36. Language:

The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the Company shall be written in English language. Any printed literature furnished by the bidder may be written in another language provided that this literature is accompanied by an English translation in which case for purpose of interpretation of the bid, English translation shall govern.

37. Vehicle Applied by Authorized dealer of local manufacturer :

Incase of vehicle supplied ly authorized dealer of local manufacturer, the authorized dealer will be responsible to get the vehicle (s) registered through Excise Department Government of Sindh and provide Original Registration book / Original Registration Invoice / Tax payment receipt / other related documents & provide the vehicle (s) number plate (s) to SSGC. Registration fee will be reimbursed by SSGC subject to submission of Government of Sindh Excise Department receipt.

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Additional Terms for Tenders on F.O.B/C&F basis:

1. **Submission of bids:**
   - 1.1 Bid bond (Earnest money) @ 2% of the total F.O.B value as per clause 9, of section 1 of "General terms & conditions" is required to be submitted with the bid. It may be noted that bids without bid bond will be rejected and returned to bidder.
   - 1.2 In case the bidder is manufacturer the bid shall either be completely prepared by the foreign bidder including signing and stamping of all documents. In case, such documents are being signed by the local agent of the bidder, the bid shall essentially include supplier's original Performa invoice and an original authority letter in favor of local agent to sign the documents on their behalf. The bid is liable for rejection if these conditions are not met.
   - 1.3 In case of Bidder offering to supply goods which the bidder did not manufacture or otherwise produce, the bidder shall be duly authorized by the goods manufacturer or the producer to submit bid or supply the goods on their behalf
   - 1.4 Bids shall be submitted (preferably through local agents) in two copies, (original + copy).
   - 1.5 The price on unit FOB and C&F basis is to be quoted separately. Following are to be essentially indicated in the bid form:
     - 1.5.1 Country of origin.
     - 1.5.2 Port of shipment.
     - 1.5.3 Estimated gross/net weight, dimension & volume of offered item and estimated weight of each item.
     - 1.5.4 Delivery period or schedule in case of bulk quantities.
     - 1.5.5 Original technical literature.
     - 1.5.6 Beneficiary's complete address.
   - 1.6 Foreign bank charges and L/C confirmation charges will be borne by the supplier.
   - 1.7 Bid Currency:
     The rates shall be quoted in bidder's home country or in United States Dollars. A bidder expecting to incur a portion of its expenditures in the performance of the contract in more than one currency and wishing to be paid accordingly shall indicate the same in their bid. However, bidder from Pakistan would be paid in Pak Rupee.
     (Clause 1.5 of General Terms & Conditions is not applicable)

2. **Bid bond:**
   - 2.1 Bid bond shall be equivalent to two percent (2%) of the total F.O.B value, in favor of Sui Southern Gas Company Limited and shall be in the form of pay order, demand draft, call deposit receipt or a bank guarantee (specimen attached at Annexure-A), issued by a scheduled bank in Pakistan. The bid bond shall remain valid for 120 days (150 days in case of Single Stage Two Envelope bidding procedure) unless specified otherwise. The bid bond shall be returned/refunded to the un-successful bidders while the bid bond of the successful bidder shall be retained till submission of Performance bond. Bids without bid bond will not be considered. In case the order value is less than US$:25,000 the bid bond in lieu of performance bond, will be retained till fulfillment of obligations by the supplier. However, in either case the bidder is responsible to arrange the extension of bid bond validity as per requirement. If bid bond submitted by the supplier is more than 2% of ordered value, it may be replaced with appropriate value. Bid bonds of non-compliant bidders may be released during evaluation process. The bid bond shall be denominated in the currency of the bid or any other freely convertible currency.
   - 2.2 Bid submitted on behalf of different principals shall be required to submit separate bid bond along with the bid for each offer.
     (Note as mentioned at Clause 9, 9.1 & 9.2 of General Terms & Conditions shall also apply).

3. **Conversion to single currency:**
   In order to carry out evaluation and comparison, the Company will convert all bid prices expressed in various currencies to Pak Rupees at the buying exchange rates established by the State Bank of Pakistan or any other commercial bank in Pakistan for similar transactions on the date of opening of bids. In case of Two Envelope Bidding System, the exchange rates prevailing at the time of opening of Technical Proposals will be used for conversion and evaluation.

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4. **Evaluation Criteria:**

4.1 The evaluation of bids will be carried out on C&F / landed cost basis, however purchase order will be placed on FOB price on freight to collect basis. The bidders are required to submit best freight charges obtained by them from Pakistan National Shipping Corporation (PNSC) in order to have a uniform basis to arrive at C&F cost. Bill of lading to indicate "freight payable by the consignee at destination" in local currency. Foreign currency exchange rate (selling) will be considered as of bid "opening date".

4.2 In the case of goods to be offered from outside Pakistan, custom duties and other similar import taxes which are applicable shall be added to the bid.

4.3 In case shipment by air it shall be arranged through Company's airfreight forwarder (s) or their nominated agent. "on freight to collect basis ".

(Clause No. 14.3 to 14.4 of General Terms & Conditions are also to be applicable).

5. **Loading of Bids:**

Freight charges from port of loading up to Karachi port or unit C&F value must be indicated in bid form, failing, which bid will be loaded by 5 to 10% freight charges. Bid will be declared non-compliant if loading results an extensive increase in price of material.
(Clause 15 of General Terms & Conditions is also applicable).

6. **Performance bond:**

6.1 In case purchase order value is US$:25,000/- or above or equivalent for other currencies, letter of intent will be issued to successful bidders for submission of performance bond guarantee which is to be submitted within 15 days from receipt of L.O.I. The successful bidders shall submit a performance bank guarantee (P.B.G) in the form of bank guarantee (specimen attached at Annexure-B) issued by a scheduled bank in Pakistan, for an amount equivalent to 10% of the total value of the purchase order or as specified, in the letter of intent .The performance bond unless specified otherwise, shall remain valid till:

6.1.1 Completion of final satisfactory delivery in case of consumable items.
6.1.2 12-18 months from the date of satisfactory delivery of the equipment/machinery.
6.1.3 Satisfactory delivery/installation of system in case the installation liabilities will be on supplier's part.
6.1.4 120 days in case of chemicals.

6.2 The Letter of Credit shall be operative upon receipt of Performance Bond (as specified in para6.1) and integrity pact , any delay due to late submission of Performance Bond will be on supplier's account. Late submission of PBG should not affect the delivery schedule.

6.3 The performance bond shall be denominated in foreign currency or in currency of the contract/purchase order or in a freely convertible currency acceptable to the Company and shall be in the form of a bank guarantee.

6.4 In very special case subject to approval of the management, the P.B.G could be acceptable in Pak Rupee. However, an undertaking should be given by the supplier that in case of encashment of P.B.G. supplier shall deposit short fall amount due to Pak Rupee exchange rate.

6.5 Warranty/Guarantee:
In case where performance guarantee is not applicable, the supplier shall warrant that all goods supplied under the contract/purchase order are new, unused, of the most recent or current models and all recent improvements in design and goods have been incorporated, unless provided otherwise in the contract/purchase order. This guarantee shall remain valid for a period of twelve to eighteen months after the goods have been delivered or commissioned.
(Clause 16.2 to 16.8 of General Terms & Conditions are also applicable).

7. Delivery:

7.1 In case of "FOB" order/contract, shipment(s) shall be effected per vessel of Pakistan National Shipping Corporation (PNSC) owned or chartered vessels on "freight to collect" basis. Bill of lading to indicate "freight payable by the consignee at destination". In case goods ready for shipment and the PNSC vessel is

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not available at port of loading, supplier shall intimate the same to Company immediately so that matter could be taken with PNSC in Pakistan.

7.2 In case of C&F order/contract, the supplier hereby guarantees/ensure:

7.2.1 To use clean and dry vessel suitable for marine transportation and shall not use tramp vessels.

7.2.2 The goods/material will be shipped/dispatched with all care and diligence at their risk & cost and goods to be stored below deck. Accordingly, the supplier shall be responsible for all damages/losses during inland and marine transportation from the supplier's plant until arrival at Karachi port.

7.2.3 To provide as part of its work all services and functions related to handling, loading, unloading, lashing and securing in ship's holds and all costs, charges and expenses of which shall be included in the purchase order/contract price, unless otherwise specified.

7.3 In case of FOB order/contract, the supplier's obligations shall be over after the goods have crossed the ship's rails. The co-ordination, scheduling and lining-up for a PNSC vessel shall be the obligation of the supplier.

7.4 The supplier shall reimburse the Company all additional duties, taxes and other such charges paid by the Company on account of short shipment by the supplier for all items subsequently shipped on a no-charge basis or otherwise by the supplier. The supplier shall also reimburse the Company all additional duties, taxes and other such charges paid by the Company on account of incorrect invoicing by the supplier.

7.5 Shipment shall be deemed to have been made when the supplier has shipped the goods against a clean bill of lading and all other such documentation, as specified in clause 9.3 & 9.4 appearing next in sequence) have been furnished to the Company.

7.6 The supplier shall ensure that all above mentioned acts and other incidental and ancillary functions are conducted in accordance with sound and acceptable engineering practices. The Company shall be entitled to oppose any incorrect or inadequate practice adopted by supplier in this respect and the supplier shall take corrective action/measure forthwith to correct such omissions. If any goods are discovered to be damaged or unacceptable at the point of loading, the supplier shall be responsible for replacement free of all charges and costs to the Company within the delivery period specified in the purchase order/contract.

8. **Insurance:**

8.1 All goods supplied under the purchase order/contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in delivery clause 7.

8.2 Marine Insurance shall be the responsibility of the Company unless otherwise specified.

8.3 The supplier shall advise the Company by fax at least seven (7) days prior to the expected date of shipment, the following particulars:-

8.3.1 Name of the vessel and of the shipping company.

8.3.2 Age of the vessel (which should be less than 20 years).

8.3.3 Lloyds 100A1 or equivalent classification of the vessel.

8.3.4 ETD from Port of dispatch and ETA at Karachi

8.3.5 FOB/C&F value of the consignment.

The above information shall also be transmitted to the Company's underwriters, M/s. National Insurance Corporation by fax No. 0092-21-9202779 and to the Company referring Policy No. NIF/M/K/OP/002/73.

9. **Payment:**

9.1 Payment of FOB/C&F prices shall be made in the currency of bid through an irrevocable letter of credit (L/C) established in favor of the supplier, negotiable through the bank of their choice. Bidder shall indicate full name and address of the negotiating bank and the place at which they wish to negotiate the letter of credit. All bank charges outside Pakistan will be on supplier's account and all bank charges within Pakistan will be at Company's account. If confirmed letter of credit is required then charges for confirmation will be on supplier's account.

9.2 The supplier's request (s) for payment shall be made to the Company in writing as follows:

9.2.1 It shall be accompanied by an invoice describing, as appropriate, the goods delivered and the services incurred and by shipping documents submitted pursuant to Clause 9.4 hereof and upon fulfillment of other obligations stipulated in purchase order/contract.

9.2.2 Against shipping documents on arrival of ordered material at consignee destination. Bidder (s) will have to clearly mention, if they wish to opt for this mode of payment

9.3 The letter of credit shall be available upon presenting the following documents to the negotiating bank within 15 days of the date of the bill of lading covering shipment of each consignment:

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9.3.1-	Invoice	----	4 copies
9.3.2-	Packing list	----	4 copies
9.3.3-	Bill of lading " freight to be paid by consignee at destination" evidencing shipment in terms of the purchase order to Karachi-Pakistan made out to order in the name of Co.'s bank, Notify party Sui Southern Gas Company Ltd.	----	3 originals & 6 non-negotiable copies.
9.3.4-	Certificate of Origin (Verified/ Endorsed by Chamber of Commerce)	----	2 copies
9.3.5-	Manufacturers test certificate/	----	2copies Inspection report.

9.4 Without prejudice to the supplier's responsibility for providing documents mentioned as at 9.3.1 to 9.3.5 above to bank, the supplier shall forward the following non-negotiable documents directly to Company immediately after shipment so as to reach the Company at least 15 days prior to the arrival of the vessel at Karachi port.

9.4.1	-Invoice	----	6 copies
9.4.2	-Bill of Lading	----	6 copies
9.4.3	-Packing List	----	6 copies
9.4.4	-Certificate of Origin (Verified /Endorsed by Chamber of Commerce)	----	2 copies
9.4.5	-Manufacturers Test Certificate/	----	2 copies Inspection Report.

9.4.6 The invoice to be exactly as per order/contract. Any deviation which render or cause the company to pay demurrage or any other charges with respect to clearance/handling etc. will be borne by the supplier.

9.5 No payment hereunder shall be deemed to be accepted by the Company of the goods covered by such payment nor release the supplier from responsibility thereof under the terms of the purchase order/contract.

9.6 If the Company is compelled to pay demurrage or storage charges or incurs any loss or suffers any damage at Karachi Port on account of non-compliance by the supplier of above requirements, the Company shall be entitled at their sole discretion to recover the same amount from supplier.

10 Termination of purchases order by supplier:

10.1 The supplier shall have the right to terminate the contract/purchase order if:-

10.1.1 The Company fails to establish the letter of credit within the stipulated period as required under clause 9.1 hereof after the supplier has made compliance with the provisions of clause 6.

10.1.2 The Company becomes bankrupt or insolvent or makes an assignment for the benefit of its creditors.

10.1.3 The Company is in default and breach of its obligation and liabilities under the contract/purchase order.

11 Installation/Commissioning/Training:

If installation/commissioning and training is required, the charges will be paid in Pak Rupee and will be subject to deduction of all local duty and taxes (as applicable).

12 Vehicle (s) supplied by foreign manufacturer / principal:

12.1 In case of supply of any type of vehicle (s) / earth moving vehicle (s) by the foreign principal / manufacturer. After clearance of vehicle from the custom, the local agent of the foreign supplier / manufacturer / principal will be completely responsible to get the vehicle (s) registered through Excise Department Government of Sindh and provide Original Registration book / Original Registration Invoice / Tax payment receipt / other related documents & provide the vehicle (s) number plate (s) to SSGC. Registration fee will be reimbursed by SSGC subject to submission of Government of Sindh Excise Department receipt.

12.2 The bidder / supplier shall quote only those vehicle (s) / which fully comply to Pakistani environment and can operate in Pakistan. The bidder should ensure that vehicle (s) consumable i.e (fuel/oil & lubricant/ spares) are easily available in Pakistan.

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SSGC

Annexure - A

On Non Judicial Stamp Paper of Rs. 50/- (Fifty) Per 100,000
Format of Bid Bond Guarantee

BANK GUARANTEE NO.....
DATE OF ISSUE.....
DATE OF EXPIRY.....
AMOUNT.....

TE# SSGC/FP/_____

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

Dear Sirs,

Bid Bond Bank Guarantee

In consideration of M/s.....hereinafter called the Bidder having submitted the accompanying bid & in consideration of value received from Bidder we hereby agree and undertake as follows:

- To make unconditional payment of Rs..... upon your written demand without further recourse, question or reference to the Bidder or any other person in the event of withdrawal 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 90 days (150 days in case of Single Stage Two Envelope bidding procedure) after said opening and or in the event that the Bidder shall within the period specified therefore or if no period specified within 15days after the prescribed forms are presented to the Bidder for signature the Bidder shall fail to execute such further contractual documents if any, as may be required by the terms of the bid as accepted or on the Bidder failure to give the requisite Performance Bond as may be required for the fulfillment of resulting contract.

- To accept written intimation (s) from you as conclusive and sufficient evidence of the existence of a default of non-compliance as aforesaid on the part of Bidder and to make payment accordingly within 03 days of the receipt of the written intimation.

- 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, effect this Guarantee and our liabilities & commitments hereunder.

- This Guarantee shall be binding on us and our successors in interest and shall be irrevocable.

Yours faithfully,

(Stamp and signature of the issuing bank)

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

SSGC

Annexure - B

On Non Judicial Stamp Paper of Rs. 50/- (Fifty) Per 100,000
Format of Performance Bond Guarantee

BANK GUARANTEE NO.....
DATE OF ISSUE.....
DATE OF EXPIRY.....
AMOUNT.....

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

TE # SSGC/FP/_____

Dear Sirs,

In The Sum of Rs.....Account.....
To You in Karachi under the Purchase

In consideration of your having placed Purchase Order No.....
dated:..... On M/s..... called Supplier and in consideration for value, received from Supplier, we hereby agree and undertake as under:

1. To make unconditional payments to you from time to time as called upon or make an unconditional payments Rs..... Being Ten Percent (10%), of the value of the Purchase Order price mentioned in the said Purchase Order, on your written demand(s) without further resource, question or reference to Supplier or any other person, in the event of default or non-performance and / or non-fulfillment by Supplier of his obligations liabilities & responsibilities under and in pursuance of the said Purchase Order of which you shall be the sole judge.

2. To accept written intimation from you as conclusive and sufficient evidence of the existence of a default or breach as aforesaid on the part of Supplier and to make payment accordingly within 3 (three) days of receipt thereof.

3. To keep this guarantee in full force from the date hereof as specified in General or Special terms & conditions.

4. That on grant of time or other indulgence to amendment in the terms of the purchase order by agreement with Supplier in respect of the Performance of his obligations under and in pursuance of the said Purchase Order with or without notice to us, shall in any mannet discharge or otherwise, however, affect this Guarantee and our liabilities and commitments there under.

5. This Guarantee shall be binding on us and our successors in interest and shall be irrecoverable.

6. This Guarantee shall not be affected by any change in the constitution of the Guarantor Bank or the constitution of M/s .....the Supplier.

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

Yours faithfully,

(stamp and signature of the issuing bank)

ANNEXURE - C

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:

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.

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

Tender Enquiry No. SSGC/FP/_____

Special Conditions of Tender Document

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. Warranty / Guarantee Coverage

i) The successful bidder / supplier guarantee that the goods supplied against above tender enquiry are in all respect in accordance with the tender specifications & Purchase Order and that material used are in accordance with the latest approved standards and are of good workmanship / quality. Any item or part of item if found to be substandard or not meeting the specified criteria as per pre-shipment / post shipment inspection report, than in such as event the Supplier / Bidder hereby warrants and undertake to replace the same on Duty Delivery Paid (DDP) basis (INCOTERMS 2010) i.e. free of all cost including but not limited to transportation, taxes and levies. In case successful bidder / supplier failure to replace the defective item /remove the defect(s) free of cost within the period specified by the Purchaser, the successful bidder / supplier will refund the relevant cost including all other expenses incurred by the purchaser in this regard.

ii) The successful bidder / supplier must confirm that the warranty for no-consumable items will remain valid for 18 months and for consumeable items (i.e. Chemical, Battery etc.) will remain valid for 6 Months after the goods have been successfully delivered or commissioned.

iii) It is mandatory that the successful bidder / supplier will submit the attached undertaking at Annexure-II, duly filled, signed & stamped.

iv) In case where performance bank guarantee is not applicable, the supplier shall confirm that all supplied goods under the contract / purchase order are new, unused, of most recent or current models and incorporate all recent improvements in design and goods unless and otherwise provided in the contract / purchase order.

v) The Warranty Undertaking being provided by the local agent of the successful bidder (Principal) is required to be submitted at least on Rs.200/- Non-judicial Stamp paper and should be duly notarized / attested. In the event when this Warranty Undertaking is being submitted by the principal who is overseas resident in that case the same would required to be notarized by the notary public and duly attested by the Pakistan Embassy or High Commission in that particular jurisdiction. Needless, to mention that in both cases the Warranty Undertaking will be executed by the duly authorized representative of the local agent or the principal, as the case may be.

2. Bid Security:

a) Bid bond submission (2%) of the bid amount as mentioned in the clause 1.1 & 2 of Additional Terms for tender on F.O.B/C&F basis & 9 of General Terms & Conditions, to be treated as null & void, however, other contents of clause 1.1 & 2 of Additional Terms for tender on F.O.B/C&F basis & 9 of General Terms & Conditions will remain unchanged. The submission of fixed amount of Bid security is appearing in the Price Schedule/BoQ.

b) All the bidders are advised to furnish fixed bid security (Original Instrument) as per amount in Pak Rs. Or US$ appearing in price schedule/BOQ failing which their bid will be rejected.

c) Incase the bidder submit bid in the currency other than Pak Rs. Or US $ their bid bond shall be equivalent after the conversion to the amount of fixed bid bond given in Pak Rs. Or US$ as mentioned in Price Schedule/BOQ. The exchange rate (issued by the Treasury Management Group of the National Bank of Pakistan or the State Bank of Pakistan selling rate) prevailing at the time of bid opening date will be applicable.

d) The submission of fixed amount of bid security is also mandatory for all the bids valuing Rs.500,000/- or less.

e) The word lowest bidder or the lowest evaluated bid has been substituted to read as **most advantageous bid.**

e) Sub-clause 9.2 of the General Terms & Conditions to be treated as null & void, however, other contents of clause 9 will remain unchanged.

3- 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 and Clause# 02 of Additional Terms for tenders on FOB/ C&F basis 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.

4. Bid Validity:

All offers shall remain valid up to 120 days from the date of opening of bids and bid bond shall remain valid for 150 days.

5. Evaluation Criteria and Comparison of Bids

In accordance with SRO 827 (1) / 2001 bidders tendering for Engineering goods produced in Pakistan and those Engineering goods specified in CGO-11 and amendments thereof by the Central Board of Revenue or Engineering Development Board. The successful bidder shall be accorded a Price preference in rupees up to a specific percentage (in proportion to the value addition) of the lowest quoted landed cost of an item of foreign origin with similar specifications as mentioned in the tenders

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

i) Provided that:-
   (a) The saving in foreign exchange is not less than the amount of price preference;
   (b) It is ensured that, in each case of such preference, the total import requirements for producing the supplies tendered for locally manufactured items has been duly indicated by the bidders.

ii) Price preference shall be allowed as under:-
   (a) Having minimum of twenty percent value addition through indigenous manufacturing, price preference shall be fifteen percent:
   (b) Having over twenty percent and up to thirty percent value addition through indigenous manufacturing, price preference shall be twenty percent, and
   (c) Having over thirty percent value addition through indigenous manufacturing, price preference shall be twenty five percent.

iii) For the above purpose, we will require a complete breakdown of ex-factory price for goods manufactured in Pakistan. Any offer not accompanied with this cost breakdown will not be allowed to receive the above price preference.

iv) Benefit of SRO 827 (1)/2001 shall be accorded to only those local manufacturers who are engaged in the manufacturing of goods specified in CG0 - 11 of 2007 or its latest version or as certified by the EDB.
However in case of offer on FOB basis, the landed cost to be determined in accordance with the following criteria be taken for evaluation in case of International bidders, and shall be taken for the purpose of comparison with the price quoted by local manufacturers, who shall also be accorded the price preference in terms of SRO 827 (1)/2001. **The landed cost determined in accordance with the afore said criteria shall be taken for bid evaluation in case of international bidders, and shall be taken for the purpose of comparison with the price quoted by the local manufacturers. Example of landed cost for evaluation of the international bidders is given here under:**

EXAMPLE

S. No.	**Cost Components for computing landing cost of imported Engineering goods in terms of S.R.O 827 (1)/2001 in Pak Rupees.**
i.	FOB Value.
ii.	Sea Freight (Actual quoted by the bidder on the basis of PNSC rates, which shall be announced by the bidder at the time of opening of the bid).
iii.	C&F value (i + ii). (CFR value).
iv.	Insurance @ 1% of C&F Value given at iii above.
v.	CIF value (iii + iv).
vi.	Handling Charges @ 1 % of CIF Value given at v above.
vii.	Import Value (v + vi) for the purposes of levying Customs Duty.
viii.	Customs Duty at applicable rate, which shall be calculated on the import value given at vii above.
ix.	Duty Paid Value.
x.	Sales Tax at applicable rate, which shall be calculated on the duty paid valve given at ix above.
xi.	Duty & Sales Tax paid value (ix + x).
xii.	Withholding Tax at applicable rate, which shall be calculated on duty and sales tax paid value given at xi above.
xiii.	LC Charge@ 0.25% of FOB Value given at i above.
xiv.	Clearing Charges @ 0.25% of C&F Value given at iii above.
xv.	SED at applicable rate, Which shall be calculated on the import value given at vii above to be taken as nil as it stands withdrawn.
xvi.	Provincial Infrastructure Cess (at applicable rate) on %age of import value given at vii
xvii.	KPT Wharfage @ Rs.140 per cubic meter or the prevailing rate.
xviii.	Cranage Loading & Other Charges@ 0.25% of C&F Value given at iii above.
xix.	Inland Transportation Charges from Port to Coating Factory (From Port of final destination in case of products other than pipes, where coating is not required).
xx.	Cost of imported engineering goods (xi to xix).
xxi.	LESS: Handling Charges taken at Sr. No. vi (Notional Value taken for calculating assessed value for purpose of calculating custom duty, sales tax and withholding tax by the customs authority).
xxii.	LESS: Sales tax taken at x above. (Adjustable as output tax).
xxiii.	LESS: With Holding Tax. (Adjustable against final assessed tax).
xxiv.	Total deductions (xxi + xxii + xxiii)
xxv.	Net cost of imported engineering goods (xx minus xxiv)

v) Foreign bidders are essentially required to submit letter of PNSC for ocean freight transportation rate for break bulk/hedges from their local agent.

vi) Please indicate approximate shipping specification, i.e. weight and measurements of the packages/bundles and also total gross weight (in terms of metric tons), and total gross volume (in terms of cubic meters) of each consignment separately.

vii) For evaluation of bids customs duty, taxes and all other charges prevailing on the date of public opening of bids will be used, where applicable.

viii) For the purpose of price comparison and evaluation of bids, financial charges will also be added to arrive at a landed cost, which will inter-alia include, mark up and L/C opening charges etc.

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ix) If the local manufacturer becomes the lowest evaluated bidder after Price Preference, order will be placed at the price (landed Cost) quoted by the lowest evaluated international bidder. In case the local bidder does not accede to the request of SSGCL for best negotiated rates at par with those received from International bidder for particular item(s) then, the order will be placed on the lowest evaluated international bidder.

x) "Price Preference" shall not be in "Value Terms" it should only be for the sake of reference for comparison purposes (local & foreign bids).

xi) Bank details shall be mentioned by the bidders for the purpose of opening LC/ Payment.

6. **Declaration / Integrity Pact / Certification:**
it is required to be submitted by the Successful Bidder on their letter heads after issuance of Purchase Order (PO) or Letter of intent (LOI) for the value of Rs.10,000,000/- (Ten Million) or above in case of local bidder and US$ 100,000 & above in case of foreign bidder.
Submission the declaration as at ANNEXURE-C is a mandatory requirement for successful bidder.

7. **Third Party Pre-Shipment Inspection Criteria / Scope of Work as given in theTender Documents will be followed at the time of Third Party Inspection, which will be carried out by SSGC nominated Third Party Inspection Firm in case the order value exceeds US$100,000 except screwed pipe fitting tenders.**

8. ***"The successful Bidder shall provide the revenue stamps and copy of challan, of value at the rate of twenty Five (25) paisa per every Hundred Rupees or part thereof of the amount of the purchase order, or at the prevailing rate as specified by the Government of Province of Sindh." 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.***

9. *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 Bond 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.*

10. ***"Original counter slip of token which is issued with original tender document to be attached on the TOP of envelope at the time of bid submission."***

11. **Cancellation of Purchase Order**
In case the supplier fails to deliver the material within the specified delivery schedule as given in Purchase order (P.O.) and maximum upto 240 days after the expiry of the specified delivery schedule as per Purchase Order, the Purchase Order may be treated as cancelled at supplier's sole risk & cost. However, for the sake of clarity liquidated damages (Clause-27 of General Terms Conditions) and Default by Supplir (Clause-28 of General Terms Conditions) will be treated as given in the General Terms & Conditions of the tender documents.

12. **Correct Postal Address**
Bidders are essentially required to provide coorect and latest postal, e-mail & web addresses, phone/cell/fax numbers at the time of purchase of tender documents for effective and timely communication, failing which in event of any non-delivery of information / communication the procuring agency will be considered as non-responsive.

13. In case the local agent requires to offer bid from 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.

14. ***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.

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. **Authentications of Performa Invoice / Authority Letter and other documents by the Principal / Manufacturer:**
The Authentication of Authority Letter and Performa Invoice will be obtained from the Principal / Manufacturer as and when required. If the authentication not received within the stipulated time frame the bid will be liable for rejection and the Bid Bond / Earnest Money will be encashed.

17. ***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.

18. ***Any Bidder who change / amend the BOQ / Price Schedule (description / Bid Form, Quantity, UOM etc.) will render the bid as conditional bid and will be liable for rejection.***

19. ***Delivery Schedule will commence after the opening of Letter of Credit (LC). In case the bidder does not submit the performance bond as specified, the delivery time of goods shall be deemed to have commenced 10 days (15 days in case of import) from the issuance of letter of intent / prchase order. The proceeds of the performance bond shall be payable to the Company as compensation for any loss resulting from the supplier's failure to complete its work under the purchase order / contract.***

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20. **In the event of release of Performance Bank Gurante (PBG) after its encashment, the amount of the PBG to be released will be converted in Pak Rupees at the exchange rate prevailing at the time of encashment. The amount so converted will be released in Pak Rupee (PKR) to the foreign bidder or to their local agent duly authorized by the foreign principal.**

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

22. *As per FBR Regulations Ref# C.No.4 (24) IT- Budget/2021-142150-R, Dated: 23rd September, 2021 to make the payment online. Therefore, all the local manufacturers 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. **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.**

24. **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, 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.

25. **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.

26. *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.

27. *Bidders can quote their rates on both i.e. Price Schedule as well as Bill of Quantity (BoQ).*

28. *Company reserve the right to award the Purchase Order /LOI to the most advantageous bidder.*

29. *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).*

30. *Incase quoted item(s) falls under SRO No. 604 (see attachment) i.e. Solar Power System, PV Module/Cells and allied accessories/parts/spares etc. - then in that case supplier is responsible to fully comply stated SRO and to arrange, provide and bear all associated costs for all necessary test reports, certificates, pre-shipment inspection reports, other documents etc. (as mentioned in SRO). Further, Pre-Shipment Inspection should be from approved companies as mentioned in Appendix H of Import Policy Order (see attachment).*

31 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. In case the bidder quote different make/brands/model that will also be considered as an Alternative bid/offer and require to submit separate Bid bond for each make/brand/model.

32. 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.

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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.

33. 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.

34. **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.

35. 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.

36. Subsequent to the issuance of Purchase Order/LOI, successful bidder has to submit 10% Performance Bank Guarantee of the Purchase Order/LOI value unless & untill specified in the Tender Documents. Clause# 16.1.5 mentioned in General Terms & Conditions to be treated as null & void.

37. Where the Pre-shipment inspection is applicable and incase of partial shipment is required by the bidder the cost of the 1st Pre-shipment inspection will be borne by SSGC, whereas, cost of the 3rd Party inspection for the remaining shipment(s) will be borne by the bidder/manufacturer.

38. Purchase order value mentioned in the clause # 6 of sub-clause # 6.1 (Performance Bond) of Additional Terms for Tenders on FOB/C&F basis (Section-1A) to be read as **US $ 10,000** instead of US $ 25000. However, other contents of clause & sub-clauses of 6 (Performance Bond) of Additional Terms for tender on F.O.B/C&F basis will remain unchanged.

39. 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 technial 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 procedue is adopted.

40. The sub clauses 33.2, 33.4 & 33.5 of clause 33 of General Terms & Conditions to be treated as null & void.

41. 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. Fellowing countries are ineligible to participate in the procurement process:

- India
- Israel

42. 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.

43. 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.

44. 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

45. **Samples:**

When sample submission is required. Suppliers/bidders must submit samples:

a) Along with the bid, if stated in the tender documents.
b) Within the time specified in the tender.
c) Upon request from the User Department for technical evaluation through official email/ letters.

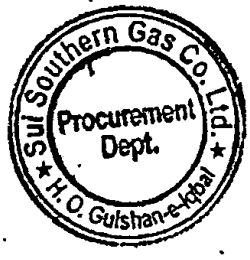
SAMPLE SUBMISSION LOCATION/ DEPARTMENT:

All samples must be submitted to the Procurement Department - Tender Room, SSGC Head Office with Duly filled in form "Y" attached in the tender document. Samples submitted other than the Procurement Department - Tender Room, SSGC Head Office will not be considered/accepted.

The supplier/bidder must:

- Fill in all required details (e.g., Tender No., Bidder Name, and Sample Description).
- Attach supporting documents (if required).
- Submit the completed Form-Y along with the sample.

In absence of any of the above stated requirements the Samples will not be considered/accepted.



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

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:

1	2	3	4	5	6	7	8	9	10
Name	Legal form (Company/Limited Liability Partnership /Association of Persons/Single Member Company/Partnership Firm/Trusted/Any other Individual, Body Corporate (to be Specified)	Date of Incorporation / Registration	Name of Registering Authority	Business 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).

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

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

1	2	3	4	5	6	7	8
Name and surname (in block Letter's)	CNIC no (in case of foreigner Pessport No)	Father's / Husband's Name in Full	Current Nationality	Any other Nationality (ies)	Occupation	Resident ially address in full of the registered / principle office address for a subscribe rs 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 relevent to beneficial owners).

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

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

Sui Southern Gas Co. Ltd. Procurement Dept.

ANNEXURE - II

WARRANTY UNDERTAKING

M/s. Sui Southern Gas Co. Ltd.
SSGC House, Sir Shah Suleman Road,
Gulshan-E-Iqbal, Karachi.

From _____ (FIRM NAME)

Tender Enquiry No. _____ Date _____

1. In case we stands as the lowest bidder and the order is placed on us against the cited tender enquiry, we hereby guarantee that the goods supplied against above tender enquiry are in all respect in accordance with the tender specifications and that material used are in accordance with the latest approved standards and are of good workmanship / quality. Any item or part of item if found to be substandard or not meeting the specified criteria as per pre-shipment / post shipment inspection report, then in such as event the Supplier hereby warrants and undertake to replace the same on DDP basis (INCOTERMS 2010) i.e. free of all cost including but not limited to transportation, taxes and levies.

2. In case of our failure to replace the defective item /remove the defect(s) free of cost within the period specified by the Purchaser, we will refund the relevant cost including all other expenses incurred by the purchaser in this regard.

3. This warranty will remain valid for 18 months after the goods have been successfully delivered or commissioned.

Signature _____

Company Stamp _____

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

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.

Sui Southern Gas Company Limited

SSGC

FORM "Y"

(SSGC – sample submission form)

SECTION A: BIDDER INFORMATION	
FIELD	**DETAILS**
Bidder Name / Firm Name	
NTN / GST No.	
Address	
Contact Person	
Contact Number	
Email Address	
Declaration by Bidder	
I/We hereby declare that the sample(s) submitted are in accordance with the tender specifications and terms. I/We understand that failure to submit correct and complete samples may lead to disqualification.	
Signature of Bidder:	

SECTION B: TENDER DETAILS	
FIELD	**DETAILS**
Tender No.	
Tender Opening Date	
Item(s) for which sample is submitted	
Quantity of Sample Submitted	
Specification/Description of Sample	
Make:	
Brand:	
Serial No:	
Generics: size, height, weight, width:	
Other description:	

SECTION C: FOR OFFICE USE ONLY (TO BE FILLED BY TENDER ROOM)	
FIELD	**DETAILS**
Date & Time of Submission	
Received By (Tender Room Staff Name & Sign)	
Tender Room Stamp	
Remarks (if any)	

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

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)]*
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

PRICE SCHEDULE FOR GOODS TO BE OFFERED OUTSIDE PAKISTAN

TENDER ENQUIRY NO : SSGC/FP/ 14563 **Section-3**

* Only for local manufacturer

Sr. No	Description	Country of Origin / Make / Brand	Qty	Unit	Unit FOB price Port of Loading	Total FOB Cost / Item (COL 4x6)	Unit Price C&F (Port of Entry Karachi)	Total C&F Port of Entry) (COL 4x8)	Unit FOR Price	Total FOR Price (COL 4x10)
1	2	3	4	5	6	7	8	9	10	11
	ODORANTS									
1	**[1] 08030123** ODORANT OIL (AS PER SPECS. OO-001/11 REV.03)		148	Drum						

Delivery Schedule: Delivery Schedule within 90 days after opening of LC,
FIXED BID SECURITY USD 950 OR PKR 270,000

NOTE TO SUPPLIER: * According to SRO827(1)2001, "engineering goods" means good specified in CGO11/2007, as per SRO the bidder will be considered as local manufacturer for the engineering goods if their names are appearing in the CGO list.

IMPORTANT

We draw your special attention to :

1. Prices given here in shall take into account with relevant factors including discounts , if any.
2. Proforma Invoice of the principal is mandatory required to be submitted by the Supplier which shall match with the price schedule.
3. In case when bidder submit alternate bids a separate bid bond for each bid is required. otherwise bid will be liable for rejection.
4. All offer shall remain valid up to 120 days from the date of opening of bids and bid bond shall remain valid for 150 days.
5. The prices on FOB and C&F (PNSC freight to be submitted by the bidder(s) is mandatory) basis should be quoted separately as given above.
6. Following information shall be mentioned in the bid.
   (a) Country of Origin (b) Port of Shipment (c) Estimated Gross weight / Volume
7. The bid validity and the delivery schedule shall match with the schedule of Requirement / Bid Form. In all circumstances the bid validity and delivery schedule given on Schedule of Requirement / Bid Form will prevail without any further recourse.
8. 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.

Signature : _____

Person Name : _____

Company's Name : _____

Date : _____

STAMP

End of page, any entry beyond this line would be invalid

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

SECTION-4

SSGC	SUI SOUTHERN GAS COMPANY LIMITED TECHNICAL SPECIFICATIONS ODORANT OIL	Specification No. OO-001/11 Page 1 of 2

General Requirement	Odorant Oil required for natural gas must fulfil following requirements
Chemical Name	Tertiobutylmercaptan / Tetrahydrothiophene Blend
Composition	1) Tertiobutylmercaptan 28% - 33 % (By Wt.) 2) Tetrahydrothiophene 67% - 71% (By Wt.)
Colour	Colourless
Odour	Gas like Odour
Sp. Gravity	0.93 at 15°C
Molecular Wt. (Avg.)	89 avg.
Wt. per Gal.	7.75 Lbs. at 60°F
Reid Vapor Pressure	2.3 Psig at 100°F
Distillation IBP	IBP 60°C (min.) 95% 124°C (max.)
Volatility	58 Lb./MMCF @ 40°F & 700 Psia.
Cloud Point	Below -20°C
Freezing Point	Below -50°F
Flash Point	Below 0°F (Open cup) 25°F
Sulphur Content	36 (Min.) % by wt.
Solubility in Water % by Vol.	Negligible
Sulfur Contribution (GR/100 CF)	0.06 to 0.19
Odorization Dosage	0.25 to 0.75 Lb./MMCF

Prepared By:	Checked By:	Approved By:	Revision No. 03
M. Tariq Farooqui Act. Chief Manager (D.S.M.) Karachi Distribution Sui Southern Gas Co., Ltd.	HABIB-UR-REHMAN KHATTAK DGM (Rehabilitation) Distribution Department Sui Southern Gas Company Ltd.	Engr. Shahid Rashid Siddiqui Chief Manager (Operations) Distribution Sui Southern Gas Co. Ltd. Karachi.	Date: 07-04-2011 ~~07-07-2011~~

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

SSGC	SUI SOUTHERN GAS COMPANY LIMITED TECHNICAL SPECIFICATIONS ODORANT OIL	Specification No. OO-001/11 Page 2 of 2

Packing	Odorant should be supplied in Steel drums
Capacity	Capacity be 180 to 200 litres each drum. To be shipped in containers. Containers to be labeled or placarded so that all hazards associated with the products are visible.
Technical Catalogue	Latest technical catalogue must accompanied alongwith bid
Quality Certification	Bidder to submit quality control certification such as valid ISO-9000 series or equivalent.
Sales Track Record	Bidder to submit last five (05) years sales track record with names e-mail and phone nos. of purchasers must accompany the bid

Prepared By:	Checked By:	Approved By:	Revision No. 03
M. Tariq Farooqui Act. Chief Manager (D.S.M. Karachi Distribution Sui Southern Gas Co. Ltd.		Engr. Shabbir Rattanwala General Manager (Operations) Distribution Sui Southern Gas Co. Ltd. Karachi	Date: 07-04-2011

HABIB-UR-REHMAN KHATTAK
DGM (Rehabilitation)
Distribution Department
Sui Southern Gas Company Ltd.

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

SECTION-5

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-Mannual-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

SUI SOUTHERN GAS COMPANY LIMITED

UNDERTAKING OF ELIGIBILITY, LEGAL CAPACITY, NON-BANKRUPTCY, NON-CONVICTION, NON-BLACKLISTING, AND NO CONFLICT OF INTEREST FOR PROCUREMENT PARTICIPATION

I, _____ [Authorized Representative's Full Name], holding CNIC No. _____, duly authorized vide Board Resolution / Power of Attorney dated _____ (copy attached), on behalf of _____ [Bidder's Company Name], having its principal office at _____ [Full Address] (the "Bidder"), do hereby solemnly affirm and declare that:

The Bidder hereby declares and undertakes that it:

(a) possesses the technical competence, financial resources, equipment and other physical facilities, personnel, managerial capability, experience and past performance necessary to complete the procurement contract;

(b) has the legal capacity to enter into a procurement contract;

(c) has not been declared bankrupt or, in the case of a company or firm, insolvent or being wound up, and its activities or affairs are not suspended by a Competent Authority or by a Court of Law;

(d) is not under any legal proceedings which may result in bankruptcy or any other situation entailing the total or partial loss of the right to administer and dispose of its property;

(e) confirms that, at the time of submission of the bid:

  (i) it is not blacklisted by SSGC or cross-debarred by the Authority, and is not debarred from any procurement process in Pakistan; and

  (ii) in the case of a company, none of its owners, beneficial owners, directors or officers is debarred from any procurement process in Pakistan;

(f) is not blacklisted or debarred at the time of submission of the bid by an international financial institution, international organization, foreign country, or other multilateral development bank for the period defined by them;

(g) has not been convicted by a final judgment of a Court of Law;

(h) has not been convicted, and, in the case of a company, none of its owners, beneficial owners, directors or officers has been convicted, of a criminal offence related to—

  (i) its professional conduct; or

  (ii) prohibited practices within the period specified in the tender documents; and

(i) has no conflict of interest in this procurement and, to the best of its knowledge, neither it nor its owners, beneficial owners, directors or officers has any interest in or relationship with any SSGC director, officer or employee involved in this procurement, nor does any such person or his or her spouse, parent, child or sibling hold any interest in the Bidder; it shall disclose any conflict arising before award.

I hereby affirm that the above declarations are true and correct and that this Undertaking forms part of the Bidder's bid, and acknowledge that any false declaration, misrepresentation or non-disclosure shall entitle SSGC, at any stage including after award, to disqualify the Bidder, forfeit the bid security / performance guarantee, terminate any contract awarded, and initiate blacklisting proceedings under the PP Rules, in addition to any other remedy available under the tender conditions and applicable law.

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

Signature: _____

Name: _____

CNIC No.: _____

Designation: _____

Company Name: _____

Contact Details: _____

(Company Stamp / Seal Mandatory)

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