Request for Proposal

SSGC/SC/NR/EPADS2/14537 (Hiring of Consulting Services of EIA/IEE of Laying and Integration of 08" X 07 Km Pipelien from POD Sujawal to Nearest Point of Existing 8" Dia X 28 Km Ayesha POD Spurline) (Consultancy Services)

National

Single Stage-One Envelope

November 03, 2026

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

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PROCUREMENT NOTICE

PROCUREMENT OF CONSULTANCY SERVICES

1. The **SSGC (PROCUREMENT DEPARTMENT)** has reserved Funds for the procurement planned for FY **2026-27**. The **SSGC (PROCUREMENT DEPARTMENT)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the consultancy services of " **SSGC/SC/NR/EPADS2/14537 (Hiring of Consulting Services of EIA/IEE of Laying and Integration of 08" X 07 Km Pipelien from POD Sujawal to Nearest Point of Existing 8" Dia X 28 Km Ayesha POD Spurline)**" with the reference of **"P181812"**

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

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

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

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/181812**.

6. The RFP, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Monday, November 16, 2026 11:00 AM**. Proposals will be opened on the same day at **Monday, November 16, 2026 11:30 AM**. Manual submission of RFPs

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

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

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MMTE@SSGC.COM.PK

Instructions to Bidders

A. General Provisions

1. **Introduction**

1.1. The Procuring Agency named in the Data Sheet intends to select a consultant, in accordance with the method of selection specified in the Data Sheet. The eligible Consultants are invited to submit a proposal, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet.

1.2. The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

1.3. The Procuring Agency will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.

2. **Corrupt and Fraudulent Practices**

2.1. The procuring agencies and the consultant are required to compliance Procurement Regulatory Framework in regard to corrupt and fraudulent practices as defined under Rule 2(x) of the Public Procurement Rules 2026.

B. Preparation of Proposals

3. **General Considerations**

3.1. In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

4. **Language**

5. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Agency, shall

be written in the language(s) specified in the Data Sheet.

Documents Comprising the Proposal

5.1. The Proposal shall comprise the documents and forms listed in the Data Sheet.

6. **Only One Proposal**

6.1. The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet** and subject to regulatory instructions, if any.

7. **Proposal Validity**

7.1. Proposals shall remain valid for the period specified in the Data Sheet after the Proposal submission deadline prescribed by the Procuring Agency (PA). To ensure the validity of proposal, it shall contain bid security or bid Securing declaration as a complementary bid securing instrument having the validity twenty-eight days more than the bid validity period.

7.2. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

7.3. If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting and debarment in accordance with Clause 5 of this ITC.

7.4. **Extension of Validity Period**

7.4.1. If considered necessary, an extension in the bid validity can be made in accordance with the provision of public procurement rules, 2026 or any instructions issued in this regard.

8. **Bid security/Bid Securing Declaration**

8.1. The consultant shall submit bid security in the form and amount specified by the procuring agency before the submission deadline. Provided that in case where the procuring agency does not require the bid security, the bidder shall submit bid securing declaration on the format prescribed by the Authority in Standard Procurement Documents.

8.2. Any Proposal not accompanied by a Bid Security or Bid Securing Declaration shall be rejected by the Procuring Agency as non-responsive.

8.3. The Bid Securing Declaration of a joint venture must be in the name of the joint venture submitting the Proposal indicating all the members are jointly and severely responsible.

8.4. The successful Consultant's Bid Securing Declaration will be discharged upon the signing the contract with the Successful Consultant, and furnishing the performance security

9. C**larification and Amendment of RFP**

9.1. The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before three days prior to the Proposals' submission deadline through **EPADS v2.0** only. The Procuring Agency will respond to the same through **EPADS v2.0**. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification or at its own initiative, it shall do so following the procedure described below:

9.1.1. At any time before the proposal submission deadline, the Procuring Agency may amend the RFP by issuing an amendment through **EPADS v2.0**.

9.1.2. If the amendment is substantial, the Procuring Agency may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.

9.2. The Consultant who has already submitted the proposal prior to any amendments in the RFP, may submit a modified Proposal based on the respective amendment in the RFP at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

10. **Preparation of Proposals – Specific Considerations**

10.1. While preparing the Proposal, the Consultant must give particular attention to the following:

10.1.1. The Procuring Agency may indicate in the Data Sheet the estimated Key Experts' time input (expressed in person-month) or the Procuring Agency's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

10.1.2. If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.

10.1.3. For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.

10.1.4. The proposal may be subject to price adjustment in accordance with Data sheet and formula specified.

11. **Financial Proposal**

11.1. The Financial Proposal shall be prepared using the Standard Forms provided in the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet.

12. **Taxes**

12.1. The proposal submitted shall be inclusive of all the taxes unless otherwise stated in the Data Sheet. The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the Procuring Agency's country is provided in the Data Sheet.

13. **Currency of Proposal**

13.1. The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency. Payment shall also be made in the currency specified in the data sheet or condition of the contract.

C. Submission, Opening and Evaluation

14. **Submission/withdrawal of Proposals**

14.1. The Consultant shall submit proposal through **EPADS v2.0** before the submission deadline.

14.2. A Proposal submitted by a Joint Venture shall be submitted through **EPADS v2.0** from the account of Lead Member. Reference to the EPADS account of all the JV Member shall be provided along with the proposal. Incase any of Member is not registered on the **EPADS v2.0**, may be registered on the **EPADS v2.0** or all his credential shall be provided along with the proposal for the evaluation of the procuring agency. JV agreement signed by all the members shall also be provided along with the proposal.

14.3. A Consultant may withdraw its Proposal after it has been submitted before the submission deadline.

15. **Opening of Proposal**

15.1. The Procuring Agency will open all Proposal though **EPADS v2.0**.

15.2. Financial Proposal, will remain unopened till the prescribed financial Proposal opening date.

16. **Evaluation of Technical Proposals**

16.1. The Procuring Agency's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.

17. **Opening of Financial Proposals**

17.1. After the technical evaluation is completed, the Procuring Agency shall issue the Technical Evaluation Report containing all the information regarding responsiveness or non-responsiveness of the consultant along with the technical scores (if any). The Procuring shall notify those Consultants that have achieved the minimum overall technical score and inform them of the date andtime for the opening of the Financial Proposals.

17.2. The Financial Proposals shall be opened and evaluated through **EPADS v2.0.**

18. **Correction of Errors**

18.1. Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

18.2. The Procuring Agency's evaluation committee will

(a) correct any computational or arithmetical errors, and

(b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Agency's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

19. **Conversion to Single Currency**

19.1. For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

20. **Selection Technique**

20.1. **Quality and Cost Based Selection**

In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

20.2. **Fixed-Budget Selection (FBS)**

20.2.1. In the case of FBS, those Proposals that exceed the budget indicated in the Data Sheet shall be rejected.

20.2.2. The Procuring Agency will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

20.3. **Least-Cost Selection.**

In the case of Least-Cost Selection (LCS), the Procuring Agency will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant for discussion on technical issues, without changing the cost and scope of services.

D. Negotiations and Award

21. **Negotiations**

21.1. The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

21.2. The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Agency's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not alter the original scope of services under the TORs or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

22. **Availability of Key Experts**

22.1. The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clauses of ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Agency proceeding to negotiate the Contract with the next-ranked Consultant.

22.2. Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter

of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

23. **Award of Contract**

23.1. The Procuring Agency will award the Contract to the Consultant whose Proposal has been determined to be substantially responsive to the RFP Documents and who has been declared as Successful Consultant, provided that the same is not in conflict with any other law or policy of the Federal Government

24. **Grievance Redressal Mechanism**

24.1. Grievance shall be redressed in accordance with procedure and mechanism defined under Rule 65 of the Public Procurement Rules, 2026 and Redressal of Grievance regulations.

25. **Mechanism of Blacklisting**

25.1. The Blacklisting shall be carried out in accordance with provision of Rule 25 of the Public Procurement Rules, 2026 and for Procedure of Filing and Disposal of Review Petition under Rule 19 (3), 2021, to be read with the Regulations on "Mechanism for Blacklisting and Debarment of Bidders or Contractors Regulations, 2024".

26. **Environmental objectives**

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

Bid Data Sheet

Proposal Data Sheet (BDS)

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

BDS Clause Number
ITB Number

Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. General

BDS Clause Number 1
ITB Number 1.1

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

The subject of procurement is: **SSGC/SC/NR/EPADS2/14537 (Hiring of Consulting Services of EIA/IEE of Laying and Integration of 08" X 07 Km Pipelien from POD Sujawal to Nearest Point of Existing 8" Dia X 28 Km Ayesha POD Spurline)**

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

Name and identification number of the Contract: **P181812**

BDS Clause Number 2
ITB Number 1.2 & 9.1

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Friday, November 13, 2026

B. Preparation of Proposals

BDS Clause Number 3
ITB Number 4.1

The language of the proposals is: **English**

BDS Clause Number 4
ITB Number 6.1

Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible? **No**

BDS Clause Number 5
ITB Number 7.1

Proposals shall be valid until **120 Days**

BDS Clause Number 6
ITB Number 9.1

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

BDS Clause Number 7
ITB Number 10.2

The Consultant's Proposal must include the minimum Key Experts' time-input of _____person-months.

For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:

The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.]

BDS Clause Number 8
ITB Number 10.5

The price shall be **Fixed**.

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

BDS Clause Number 9
ITB Number 11.1

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

see Eligibility Criteria

BDS Clause Number 10
ITB Number 7.6

Services and Their related documents:
See section Required Services and ToR

C. Submission, Opening and Evaluation

BDS Clause Number 11
ITB Number 8.1 & 8.2

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**
Instrument of Bid Security Shall be in the Name of : **SSGC**
The Bid Security shall be in the form of: **Pay Order, Call at Deposit, Bank Guarantee**

BDS Clause Number 12
ITB Number 13.1

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

BDS Clause Number 13
ITB Number 14.1

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

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

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

The deadline for Bids submission is: **Monday, November 16, 2026 11:00 AM**

BDS Clause Number 14
ITB Number 15.1

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

Day *: **Monday***

Date: ***Monday, November 16, 2026***

Time *: **11:30 AM***

BDS Clause Number 15
ITB Number 20

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

F. Negotiation and Award

BDS Clause Number 16
ITB Number 21.5

The Performance guarantee shall: **0%**.

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

G. Review of Procurement Decisions

BDS Clause Number 17
ITB Number 24.1

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

Eligibility Criteria

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

Required Registration
FBR (NTN)

Eligibility Criteria	Document
Valid ISO 14001 & 9001 Certifications	Yes
The bidder must deposit/submit the physical bid bond to the Tender Room (SSGC HO) before the bid submission Time and, the bid will be liable for rejection.	No
Complete tender documents (SBD & SSGC Tender Terms, BoQ, Price Schedule & Annexures etc. must be uploaded duly sign & stamp otherwise bid will be liable for rejection.	Yes

Evaluation Criteria

Least Cost Based Selection (LCBS)

Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
SC084109 HIRING OF CONSULTING SERVICES OF EIA/IEE OF LAYING AND INTEGRATION OF 08" x 07 KM PIPELIEN FROM POD SUJAWAL TO NEAREST POINT OF EXISTING 8" DIA x 28 KM AYESHA POD SPURLINE (AS PER DETAILS ATTACHED)	**Address:** Operation Store KT **Schedule:** 120 Days **Quantity:** 1/job **Quantity:** 1 job	1/job	70000 PKR

Related Services :

No

TORS (Terms of References)

Positions Without Lots :

Position: SC084109 HIRING OF CONSULTING SERVICES OF EIA/IEE OF LAYING AND INTEGRATION OF 08" x 07 KM PIPELIEN FROM POD SUJAWAL TO NEAREST POINT OF EXISTING 8" DIA x 28 KM AYESHA POD SPURLINE (AS PER DETAILS ATTACHED)

TORs (Terms of Reference):

SC084109 HIRING OF CONSULTING SERVICES OF EIA/IEE OF LAYING AND INTEGRATION OF 08" x 07 KM PIPELIEN FROM POD SUJAWAL TO NEAREST POINT OF EXISTING 8" DIA x 28 KM AYESHA POD SPURLINE (AS PER DETAILS ATTACHED)

Brief Description

Attached with SSGC Tender Document

Price Schedule

For Individual Positions

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

For Lots

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

General Conditions of Contract

A. General Provisions

1. **Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

1.1. "**Affiliate(s)**" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.

1.2. "**Applicable Law**" means the laws and any other instruments having the force of law in Pakistan or as may be specified in the Special Conditions of Contract (SCC), as they may be issued and in force from time to time.

1.3. "**Consultant**" means an individual consultant or a consulting firm as the case may be;

1.4. "**Contractor's Personnel**" means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant (if applicable).

1.5. "**Day**" means calendar day unless indicated otherwise.

1.6. "**Effective Date**" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.

1.7. "**Experts**" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.

1.8. "**Foreign Currency**" means any currency other than the Pakistani Rupees.

1.9. "**GCC**" means these General Conditions of Contract.

1.10. "**Government**" means the Government of Pakistan.

1.11. "**Joint Venture (JV)**" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract.

1.12. "**Key Expert(s)**" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.

1.13. "**Local Currency**" means the currency of Pakistan

1.14. "**Non-Key Expert(s)**" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.

1.15. "**Party**" means the Procuring Agency or the Consultant, as the case may be, and "Parties" means both of them.

1.16. Procuring Agency's Personnel" refers to the staff, labor and other employees (if any) of the Procuring Agency engaged in fulfilling the Procuring Agency's obligations under the Contract; and any other personnel identified as Procuring Agency's Personnel, by a notice from the Procuring Agency to the Consultant

1.17. "**Proposal**" means the Technical Proposal and/or the Financial Proposal of the Consultant.

1.18. "**RFP**" means the Request for Proposals to be prepared by the Procuring Agency for the selection of consultants, based on the SRFP.

1.19. "**SCC**" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

1.20. "**Site**" (if applicable) means the land and other places where Works are to be executed or facilities to be installed, and such other land or places as may be specified in the Contractor's Contract as forming part of the Site.

1.21. "**SRFP**" means the Standard Request for Proposals, which must be used by the Procuring Agency as the basis for the preparation of the RFP.

1.22. "**Sub-consultants**" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

1.23. "**Third Party**" means any person or entity other than the Government, the Procuring Agency, the Consultant or a Sub-consultant.

1.24. "**TORs**" means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Agency and the Consultant, and expected results and deliverables of the assignment.

2. **Relationship between the Parties**

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Procuring Agency and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. **Law Governing Contract**

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

4. **Language**

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

5. **Headings**

5.1. The headings shall not limit, alter or affect the meaning of this Contract.

6. **Communications**

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

7. Location

7.1. The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Procuring Agency may approve.

8. **Authority of Member in Charge**

8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Agency under this Contract, including without limitation the receiving of instructions and payments from the Procuring Agency.

9. **Authorized Representatives**

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

10. **Fraud and Corruption**

10.1. Public Procurement Regulatory Authority requires that Procuring Agencies (including beneficiaries of Government funded projects) as well as Applicants/Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts in accordance with the requirement of Procurement Regulatory Framework

B. Commencement, Completion, Modification and Termination of Contract

11. **Effectiveness of Contract**

11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Procuring Agency's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

12. **Termination of Contract for Failure to Become Effective**

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

13. **Commencement of Services**

13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

14. **Expiration of Contract**

14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

15. **Entire Agreement**

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

16. **Modifications or Variations**

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

16.2. In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.

17. **Force Majeure**

17.1. **Definition**

17.1.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.1.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.1.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

17.2. **No Breach of Contract**

17.2.1. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

17.3. **Measures to be Taken**

17.3.1. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.3.2. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

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

17.3.4. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Procuring Agency, shall either:

17.3.4.1. demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Agency, in reactivating the Services; or

17.3.4.2. continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.3.5. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 49& 50.

18. **Suspension**

18.1. The Procuring Agency may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. **Termination**

19.1. This Contract may be terminated by either Party as per provisions set up below:

a) **By the Procuring Agency**

19.1.1. The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) days' written notice in case of the event referred to in (e); and at least five (5) days' written notice in case of the event referred to in (f):

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;

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

(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49

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

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

(f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. if the Consultant, in the judgment of the Procuring Agency has engaged in Fraud and Corruption, in competing for or in executing the Contract, then the Procuring Agency may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

19.2. **By the Consultant**

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

(a) If the Procuring Agency fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.

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

(c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.

(d) If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Procuring Agency of the Consultant's notice specifying such breach.

19.3. **Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except

(i) such rights and obligations as may have accrued on the date of termination or expiration,

(ii) the obligation of confidentiality set forth in Clause GCC 22,

(iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

19.4. **Cessation of Services**

19.4.1. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring Agency, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

19.5. **e.Payment upon Termination**

Upon termination of this Contract, the Procuring Agency shall make the following payments to the Consultant:
(a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 43;
(b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. Obligations of the Consultant

20. **General**

20.1. **Standard of Performance**

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

20.1.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.1.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Procuring Agency

20.2. **Law Applicable to Services**

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

21. **Conflict of Interests**

21.1. The Consultant shall hold the Procuring Agency's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

21.1.1. **Consultant Not to Benefit from Commissions, Discounts, etc.**

21.1.1.1. The payment of the Consultant pursuant to GCC F (Clauses GCC 42 through 47) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.1.2. Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Agency on the procurement of goods, works or services. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Agency.

21.1.2. **Consultant and Affiliates Not to Engage in Certain Activities**

21.1.2.1. The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.

21.1.3. **Prohibition of Conflicting Activities**

21.1.3.1. The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

21.1.4. **Strict Duty to Disclose Conflicting Activities**

21.1.4.1. The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Procuring Agency, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

22. **Confidentiality**

22.1. Except with the prior written consent of the Procuring Agency, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

23. **Liability of the Consultant**

23.1. Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

24. **Insurance to be Taken out by the Consultant**

24.1. The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

25. **Accounting, Inspection and Auditing**

25.1. The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.

25.2. Pursuant to paragraph 1.23 (e) of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and personnel, to permit, the procuring agency to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents. The Consultant's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Agency's inspection and audit rights constitute a prohibited practice subject to contract termination.

26. **Reporting Obligations**

26.1. The Consultant shall submit to the Procuring Agency the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.

27. **Proprietary Rights of the Procuring Agency in Reports and Records**

27.1. Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Procuring Agency in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Agency. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Agency, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Procuring Agency.

27.2. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Procuring Agency's prior written approval to such agreements, and the Procuring Agency shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be

specified in the SCC.

28. **Equipment, Vehicles and Materials**

28.1. Equipment, vehicles and materials made available to the Consultant by the Procuring Agency, or purchased by the Consultant wholly or partly with funds provided by the Procuring Agency, shall be the property of the Procuring Agency and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Procuring Agency an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Procuring Agency's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Procuring Agency in writing, shall insure them at the expense of the Procuring Agency in an amount equal to their full replacement value.

28.2. Any equipment or materials brought by the Consultant or its Experts into the Procuring Agency's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

29. **Code of Conduct**

29.1. The Procuring Agencies and the Consultant are bound to follow the Code of Ethics to be issued by the Authority.

D. Consultant's Experts and Sub-Consultants

30. **Description of Key Experts**

30.1. The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in Appendix B.

30.2. If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in Appendix B may be made by the Consultant by a written notice to the Procuring Agency, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 42.2.

30.3. If additional work is required beyond the scope of the Services specified in Appendix A, the estimated time-input for the Key Experts may be increased by agreement in writing between the Procuring Agency and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 42.2, the Parties shall sign a Contract amendment.

31. **Replacement of Key Experts**

31.1. Except as the Procuring Agency may otherwise agree in writing, no changes shall be made in the Key Experts.

31.2. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the

Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

32. **Approval of Additional Key Experts**

32.1. If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Procuring Agency for review and approval a copy of their Curricula Vitae (CVs). If the Procuring Agency does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Procuring Agency.
The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

33. **Removal of Experts or Sub-consultants**

33.1. If the Procuring Agency finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Procuring Agency determine that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Procuring Agency's written request, provide a replacement.

33.2. In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Procuring Agency to be incompetent or incapable in discharging assigned duties, the Procuring Agency, specifying the grounds therefore, may request the Consultant to provide a replacement.

33.3. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Procuring Agency.

34. **Replacement/ Removal of Experts – Impact on Payments**

34.1. Except as the Procuring Agency may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

35. **Working Hours, Overtime, Leave, etc.**

35.1. Working hours and holidays for Experts are set forth in Appendix B. To account for travel time to/from the Procuring Agency's country, experts carrying out Services inside the Procuring Agency's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Procuring Agency's country as is specified in Appendix B.

35.2. The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix B, and the Consultant's remuneration shall be deemed to cover these items.

35.3. Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

E. Obligations of the Procuring Agency

36. Assistance and Exemptions

36.1. Unless otherwise specified in the SCC, the Procuring Agency shall use its best efforts to:

36.1.1. Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.

36.1.2. Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.

36.1.3. Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.

36.1.4. Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Procuring Agency's country according to the applicable law in the Procuring Agency's country.

36.1.5. Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Procuring Agency's country, of bringing into the Procuring Agency's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

36.1.6. Provide to the Consultant any such other assistance as may be specified in the SCC.

37. **Access to Project Site**

37.1. The Procuring Agency warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Procuring Agency will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

38. **Change in the Applicable Law Related to Taxes and Duties**

38.1. If, after the date of this Contract, there is any change in the applicable law in the Procuring Agency's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 42.2.

39. **Services, Facilities and Property of the Procuring Agency**

39.1. The Procuring Agency shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.

39.2. In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 42.3.

40. **Counterpart Personnel**

40.1. The Procuring Agency shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Procuring Agency with the Consultant's advice, if specified in Appendix A.

40.2. If counterpart personnel are not provided by the Procuring Agency to the Consultant as and when specified in Appendix A, the Procuring Agency and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Procuring Agency to the Consultant as a result thereof pursuant to Clause GCC 42.3.

40.3. Professional and support counterpart personnel, excluding Procuring Agency's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Agency shall not unreasonably refuse to act upon such request.

41. **Payment Obligation**

41.1. In consideration of the Services performed by the Consultant under this Contract, the Procuring Agency shall make such payments to the Consultant and in such manner as is provided by GCC F below.

F. Payments to the Consultant

42. **Ceiling Amount**

42.1. An estimate of the cost of the Services is set forth in Appendix C (Remuneration) and Appendix D (Reimbursable expenses).

42.2. Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC.

42.3. For any payments in excess of the ceilings specified in GCC42.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

43. **Remuneration and Reimbursable Expenses**

43.1. The Procuring Agency shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

43.2. All payments shall be at the rates set forth in Appendix C and Appendix D.

43.3. Unless the SCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

43.4. The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in Appendix B, (iii) the Consultant's profit, and (iv) any other items as specified in the SCC.

43.5. Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Procuring Agency, once the applicable remuneration rates and allowances are known.

44. **Taxes and Duties**

44.1. The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.

44.2. As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Procuring Agency on behalf of the Consultant.

45. **Currency of Payment**

45.1. Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

46. **Mode of Billing and Payment**

46.1. Billings and payments in respect of the Services shall be made as follows:
(a) Advance payment. Within the number of days after the Effective Date, the Procuring Agency shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring Agency in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix E, or in such other form as the Procuring Agency shall have approved in writing. The advance payments will be set off by the Procuring Agency in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.
(b) The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Procuring Agency, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 45 and GCC 46 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable

expenses separately.

(c) The Procuring Agency shall pay the Consultant's invoices within sixty (60) days after the receipt by the Procuring Agency of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Agency may add or subtract the difference from any subsequent payments.

(d) The Final Payment .The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Agency. The Services shall be deemed completed and finally accepted by the Procuring Agency and the final report and final invoice shall be deemed approved by the Procuring Agency as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Procuring Agency unless the Procuring Agency, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Procuring Agency has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Agency within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Agency for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Agency of a final report and a final invoice approved by the Procuring Agency in accordance with the above.

(e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

(f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

47. **Interest on Delayed Payments**

47.1. If the Procuring Agency had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. Fairness and Good Faith

48. **Good Faith**

48.1. The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. Settlement of Disputes

49. **Amicable Settlement**

49.1. Any dispute of any kind whatsoever shall arise between the Procuring Agency and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Project –whether during

developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

49.2. Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC sub-clause 45.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Project. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940.

49.3. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Service Provider any monies due the Service Provider.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Special Conditions of Contract

SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause

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

Number of GC Clause 3.1

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

Number of GC Clause 4.1

The language is **English**

Number of GC Clause 6.1 and 6.2

The addresses are:

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

The Consultant Address:

The title of the subject procurement is:SSGC/SC/NR/EPADS2/14537 (Hiring of Consulting Services of EIA/IEE of Laying and Integration of 08" X 07 Km Pipelien from POD Sujawal to Nearest Point of Existing 8" Dia X 28 Km Ayesha POD Spurline)

Number of GC Clause 8.1

[Note: If the Consultant consists only of one entity, state "N/A";Or

The Lead Member on behalf of the JV is _____ _____ *[insert name of the member]*

Number of GC Clause 9.1

The Authorized Representatives are:

For the Procuring Agency:

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

For the Bidder:

Name: ……

Designation: ……..

Address: ……..

Number of GC Clause 11.1

[Note: If there are no effectiveness conditions, state "N/A"]OR

List here any conditions of effectiveness of the Contract]

The effectiveness conditions are the following: *[insert "N/A" or list the conditions]*

Termination of Contract for Failure to Become Effective:

The time period shall be _____ *[insert time period, e.g.: four months]*.

Commencement of Services:

The number of days shall be_____ *[e.g.: ten]*.

Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Procuring Agency in writing as a written statement signed by each Key Expert.

Expiration of Contract:

The time period shall be _____ *[insert time period, e.g.: twelve months]*.

Number of GC Clause 23

Liquidated Damages

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

Number of GC Clause 23.1

No additional provisions.

The following limitation of the Consultant's Liability towards the Procuring Agency can be subject to the Contract's negotiations:

Consultant's Liabilities

Attached with SSGC Tender Document

Number of GC Clause 24

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

The amount of performance guarantee shall be 0% of the contract price in acceptable form of Nil

Number of GC Clause 24.1

The insurance coverage against the risks shall be as follows:

(a) Professional liability insurance, with a minimum coverage of _____ *[insert amount and currency which should be not less than the total ceiling amount of the Contract]*;

Number of GC Clause 33. Removal of Experts or Sub-consultants

[Note to Procuring Agency: include the following for supervision of infrastructure contracts (such as Plant or Works) and for other consulting service where the social risks are substantial or high, otherwise delete.]

Price adjustment on the remuneration : Nil ***[****insert* **"applies"** *or* **" does not apply"****]***

The currency of payment shall be the following: *PKR*

[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]

The following provisions shall apply to the advance payment and the advance bank payment guarantee:

Following is the guidance for Dispute Resolution

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

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

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

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

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

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

Arbitrator's fee:

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

Appointing Authority for Arbitrator:

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

Rules of procedure for arbitration proceedings:

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

Place of Arbitration and Award:

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

Bid Securing Declaration

Bid Securing Declaration

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

Bid No.:***P181812***

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

We, the undersigned, declare that:

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

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

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

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

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

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

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

Contract Form

FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Agency or Recipient]* (hereinafter called the "Procuring Agency") and, on the other hand, *[name of Consultant]* (hereinafter called the "Consultant").

[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "…(hereinafter called the "Procuring Agency") and, on the other hand, a Joint Venture consisting of the following entities, each member of which will be jointly and severally liable to the Procuring Agency for all the Consultant's obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the "Consultant").]

WHEREAS

1. the Procuring Agency has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");

2. the Consultant, having represented to the Procuring Agency that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

3. the Procuring Agency has received [*or* has applied for] a loan [*or* credit *or* grant] from the *[Insert as appropriate:)]* toward the cost of the Services and intends to apply a portion of the proceeds of this [loan/credit/grant] to eligible payments under this Contract, it being understood that (i) payments will be made only at the request of the Procuring Agency; (ii) such payments will be subject, in all respects, to the terms and conditions of the [loan/financing/grant] agreement, including prohibitions of withdrawal from the [loan/credit/grant] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import.

NOW THEREFORE the parties hereto hereby agree as follows:

The following documents attached hereto shall be deemed to form an integral part of this Contract:

- The General Conditions of Contract
- The Special Conditions of Contract;
- Appendices: Appendix
    - Terms of Reference Appendix
    - Key Experts Appendix
    - Remuneration Cost Estimates Appendix)
    - Reimbursable Cost Estimates Appendix
    - Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A;

Appendix B; Appendix C and Appendix D; and Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Procuring Agency and the Consultant shall be as set forth in the Contract, in particular:

(a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Procuring Agency shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of Procuring Agency]*

[Authorized Representative of the Procuring Agency – name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant – name and signature]

[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant [insert the name of the Joint Venture]

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Integrity Pact

Integrity Pact

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

Contract Number: Contract Value: Contract Title:

Dated:

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

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Performance Guarantee Form

Performance Guarantee Form

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

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

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

AND WHEREAS we have agreed to give the Bidders guarantee:

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

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

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date}

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Annexure

SSGC/SC/NR/EPADS2/14537

SSGC/SC/NR/EPADS2/14537

Hiring of Consulting Services of EIA/IEE of Laying and Integration of 08" X 07 Km Pipelien from POD Sujawal to Nearest Point of Existing 8" Dia X 28 Km Ayesha POD Spurline (As per Criteria) by Least Cost Method)(Valid ISO 14001 & 9001 Certifications)(Under Single Stage One Envelope Bidding Procedure)(On Complete Package Basis).

The priced bids shall be submitted along with FIXED Bid Bond amounting Rs. 70,000 (Seventy Thousand Rupees Only) in the form of Pay order / Demand Draft in favor of Sui Southern Gas Company Limited

Information (Read-Only)

See Form Under Additional Forms and Documents: **SSGC/SC/NR/EPADS2/14537** (page number: 63)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Procurement Forms

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

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

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 121)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

Additional Forms and Documents

Sc

SSGC | **Sui Southern Gas Company Limited**

Checklist for Bidders

Enquiry #: 14537 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 attached in Annexure / Additional Forms & Documents Section of Standard Bidding 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.	

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

_____

Bidders Authorized Representative

Sui Southern Gas Company Limited

Ref. No. SSGC / SC / NR / 14537
Date: November – 03, 2026

M/s. _____

_____

HIRING OF CONSULTING *SERVICES*

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

Under Single Stage One Envelope Bidding Procedure

(Under clause # 36(a) of PPRA Rules 2004)

Tender Enquiry No. SSGC/SC/NR/EPADS2/14537

Invitation to Bid

SECTION - I

Sui Southern Gas Company Limited (SSGC) is Pakistan's leading integrated gas Company. The company is engaged in the business of transmission and distribution of natural gas in franchise area of Sindh & Balochistan.

Sui Southern Gas Company Limited (SSGCL) intent to carry out the work related to *Hiring of Consulting Services of EIA/IEE of Laying and Integration of 08" X 07 Km Pipelien from POD Sujawal to Nearest Point of Existing 8" Dia X 28 Km Ayesha POD Spurline (As per Criteria) by Least Cost Method)(Valid ISO 14001 & 9001 Certifications)(Under Single Stage One Envelope Bidding Procedure)(On Complete Package Basis).*

The priced bids shall be submitted along with FIXED Bid Bond amounting Rs. 70,000 (Seventy Thousand Rupees Only) in the form of Pay order / Demand Draft in favor of Sui Southern Gas Company Limited

The tender documents comprise the following:

Section -	**I**	Invitation to bid.
Section -	**II**	Instructions to bidders
Section -	**III**	Terms of Reference/Scope of Work/Special Terms & Condition/ Technical Evaluation Criteria With Forms
Section -	**IV**	Special Conditions of Tender Document
Section -	**V**	General Terms & Conditions
Section -	**VI**	Bid Bond Format/Performance Bond Format
Section -	**VII**	Integrity Pack/Contract Form/Forms X/Annexure I/Form of Bid Securing Declaration
Section -	**VIII**	Bill of Quantities (BOQs)/Bid Form
Section -	**IX**	IMS Manual & Blacklisting Mechanism/SSTW-05/SST Advisory
Section -	**X**	

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

Bids will be submitted at:

Bids will be submitted online on EPADS v2.0 Portal on or before **16-11-2026 at 1100** hours. The bids will be publicly opened at **1130** hours on same day online on EPADS v2.0 in the presence of bidders and / or their authorized agents who may wish to attend.

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

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

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

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

The advertisement is published on EPADS (https://eprocure.gov.pk/), PPRA (www.ppra.org.net) & SSGC (www.ssgc.com.pk) websites respectively.

For **General Manager (Procurement)**

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

SECTION - II

INSTRUCTIONS TO BIDDERS

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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

SECTION – II

Instructions to Bidders

1. All rates quoted in the prescribed SOR / BOQ shall be firm, irrevocable and not subject to change or escalation on any account what so ever. No modification, alteration or deletion in the bid will be accepted after the bid opening time.
2. Sealed Bids shall be received at Company's Head Office, ST-4/B, Block - 14, Sir Shah Suleman Road, Gulshan-e-Iqbal, Karachi, up to specified time & date and will be opened publicly at specified time & date, in the presence of Bidders or their authorized representative who choose to attend. In case the bid opening date falls on a holiday or due to some unavoidable circumstances, it is not possible to open on scheduled date, it will be opened on next working day at the same time.
3. All original bid documents accompanied with the bid bond shall be submitted by the Bidder in the envelope provided with tender documents. The sealed Bids must be submitted at the address stated above in person or by courier or by any other means but it shall be the Bidder's responsibility to ensure that Bids so submitted are delivered to the above address before the specified Bid opening date and time. The Company shall not be held responsible in any way for late receipt of Bids or their confidentiality. Bids received after the Bid closing time shall not be considered, and will be returned to the Bidder unopened.
4. In Case of single stage two envelop bidding system (if mentioned in press advertisement & Tender document), sealed technical offer & sealed bid shall be submitted in separate envelops (bid bond will be enclosed with "Financial" bid unless and until specified separately in tender terms). "Technical" and "Financial" is to be mentioned on the top of the envelop. Technical offers will be opened and evaluated first. Financial offer of only technically complaint bidders will be opened at a later intimated date in presence of bidder's representative. Financial offers of technically non-complaint bidders will be returned un-opened along with their bid bond.
5. The Bid should be signed by a person having the authority for this purpose. In case of a bid submitted by a corporate enity, the same shall bear its seal and be duly signed by its secretary.
6. Bids shall be submitted strictly in accordance with the requirements of the Tender Documents and as per specifications.
7. Bid shall remain valid for acceptance for a period of (120) days from the date of public opening of the bids.
8. The Company shall not reimburse any expenses incurred in preparation of Bids.
9. The Bid and all subsequent correspondence shall be in the English language.
10. Payment for the Contracted Work / Services will be made in Pakistani Rupees only. The rates quoted by the Bidder shall therefore, be in Pakistani Rupees.
11. In case of any queries / clarification with regard to this Tender, the same may be forwarded to Procurement Department upto 5 days before the bid opening date, thereafter the request will not be considered.
12. The Company reserves the right to reject any or all Bids without assigning any reason and cancel the bidding process. Company also reserves the right to accept the whole or a part of Bid and does not bind itself to accept the lowest or any particular Bid.
13. In case of any conflict between the Special Terms & Conditions and elsewhere in the tender documents the Special Term & Conditions, will supersede & prevail.
14. Each and every page of the bid documents being submitted by the bidders shall be singed and stamped failing which the bid may be liable for rejection.
15. All documentary evidence required for evaluation of bid should be submitted along with the bid in absence of any documentary evidence no marks will be awarded in accordance to the evaluation criteria.
16. In order to maintain cordial business relation and as per ethical business approach, please provide the justification in case of your non participation on our Fax # 99231583 & Email. mmte@ssgc.com.pk.
17. Conditional Bid will not be accepted and liable to be rejected.
18. The quoted unit price and corresponding total amount shall be inclusive of all duties and Taxes and excluding provincial Sales Tax as per provincial laws.
19. Sealed bids shall be mailed/submitted/dropped in tender box placed at Tender Room, CRD Building, SSGC Head Office. Bids are to be delivered on or before closing time after which bid will not be entertained. If bid is sent through courier, the same shall be delivered at least half an hour before scheduled opening.
20. Price given in the Bid Form/BOQ is firm which shall take into account all relevant factors including discount, if any. Discount / escalation given separately at the time of bid opening will not be considered.
21. The bidders are required to fill form SSTW-05 (if deemed required) and submit with the bid.

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

SECTION-III

HIRING CONSULTANCY SERVICES FOR CARRYING-OUT (EIA/IEE) OF 08" X 07 KM PIPELINE FROM POD SUJAWAL TO NEAREST POINT OF EXISTING 8" DIA X 28 KM AYESHA POD SPURLINE- SINDH

TERMS OF REFERENCE

1. INTRODUCTION

Sui Southern Gas Company Limited is interested to carry-out the Environmental impact assessment (EIA/ IEE) of project below mentioned:

Project

Laying and Integration Of 08" X 07 Km Pipeline From Pod Sujawal To Nearest Point Of Existing 08" X 28 Km Ayesha Pod Spurline

The IEE/EIA is to be carried out on the following Terms of Reference and Scope of Work

2. SCOPE OF WORKS FOR THE CONSULTANCY ASSIGNMENT:

The study shall be carried out as per the rules and guide line laid down under the Sindh Environmental protection Act, 2014 (SEPA) and legislation for Filing, review and Approval of Environment Assessments, as of Sindh EPA 2014. More specifically, following will be the broad out-line of the final report of the Consultant as per the Guidelines. The Consultant will prepare the Final EIA/IEE Report based on the specific nature of the project and fulfill the EIA/IEE requirement.

Format of the EIA/IEE

A. Executive summary

Provide an executive summary.

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

B. Introduction

This section should include the following:

- Purpose of the report, including identification of the project and the Proponent (including a contact person, and details of any Consultant associated with the EIA/IEE preparation), a brief description of the nature, size and location of the project, and other pertinent background information.

Shahmal Haider AGM (HSE & QA) Sui Southern Gas Co. Ltd

PROCUREMENT REGULATORY AUTHORITY PPRA EPADS

- Extent of the EIA/IEE study, scope of the study, magnitude of effort, persons performing the study.

C. Description of project

- The consultant will Furnish sufficient details to give brief but clear picture of the following (include only applicable items):
- Type and category of project
- Objectives of project.
- Alternatives considered, and reasons for their rejection.
- Location (use maps and photographs showing general location, specific location and project centers layout. Include land uses on the site and surroundings. Details of population centers and nearby dwellings, road access, topo graphic and vegetation features of the site, and other sensitive land users such as national parks, wild life reserves or archaeological sites.
- Size or magnitude of the operation, including capital cost, and associated activities.
- Proposed schedule for implementation.
- Description of the project, including drawings showing project layout, components of the project, etc. This information should be of the same extent as is included in the feasibility reports, in order to give a clear picture of the project, its context and its operations.
- Details of restoration and rehabilitation plans at the end of the project life.
- Government approvals and leases required by the project.

D. Description of Environment (in area affected by project).

Furnish sufficient information to give a brief but clear picture of the existing Environmental resources including the following (to the extent practicable, including photographs where relevant).

Physical resources topography, soils climate surface water, ground water Geology/seismology.

Ecological resources fisheries aquatic biology wildfire forest rare or endangered species.

Human and economic development where applicable including, but not

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Limited to Population and communities-numbers, locations (summarize information in Map form), composition, employment. Industries, including known major development proposals Infrastructure-including water supply, sewerage flood control/drainage etc. Institutions Transportation roads, rail, harbors, airports, navigable river Land use planning-including dedicated use areas.

Power sources and transmission; HDD and expected no of welding joints. Agricultural and mineral development

Quality of life values (including, but not limited to) socioeconomic values Public health Recreational resources and development Aesthetic values Archaeological or historic treasures Cultural values.

E. Screening of potential environmental impacts and mitigation measures

Using the oral guidelines, which contain a checklist of environmental parameters for different sectors, screen out "no significant impacts" from those with significant adverse impact by reviewing each relevant parameter according to the following factors or operational stages Mitigation measures, where appropriate, should also be recommended.

- Environmental problems due to project location
- Environmental problems related to design
- Environmental problems associated with construction stage
- Environmental problems resulting from project operations
- Potential environment enhancement measures and
- Additional considerations.

F. Environmental monitoring program and institutional requirement

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This section of the report must describe the management plan and monitoring surveillance programs, including periodic progress reports to be established and continued by the proponent following granting of Environmental Approval. The responsibility Authority must be assured that all necessary environmental project measures are carried out in future as planned. The program must be accompanied by the details of the institutional capacity of the proponent including staff training and equipment, which will be provided to ensure implementation and operations.

G. Conclusions

This section should include an evaluation of the screening process and should highlight whether significant environmental impacts exists which need further detailed study. The EIA/EIA report should present the conclusions of the study briefly and concisely.

3. OBLIGATIONS OF CONSULTANTS

The consultant will provide all the professional inputs overheads, stationery, printing, Boarding and lodging or any Government related levies & taxes including of toll taxes.

The Consultants will also provide all support to SSGC in getting approval from Sindh EPA by submitting a copy of the report to SEPA, submitting responses to the technical comments to SEPA and clarifying the assessment and conclusions.

The IEE/EIA Review fee to Sindh EPA to be submitted by the consultant on behalf of SSGC and it will be borne by the SSGC.

Boarding, lodging, Security Arrangement and Transporting during the IEE/EIA study for field data shall be the responsibility of the consultant.

Scoping, public Hearing Advertisement in Newspaper (As required by SEPA), Public Hearing Experts Committee Meetings Site Visits with Regulators will be responsibility of the consultant.

4. OBLIGATIONS OF SSGC

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M. Shamail Khan AGM (HSE) Sui Southern Gas Co. Ltd.

SSGC will provide all assistance and available data to the consultant throughout the project. In specific, following will be provided:

Complete details of the project including location maps, alignment drawings, pipeline designs (to the extent applicable for EIA/IEE), time frame for execution of the projects etc.

5. **DURATION FOR ASSIGNMENT AND SCHEDULE OF WORKS:**

Time available for the whole assignment is 7 weeks. The Consultant will submit the Draft Final Report for proposed pipeline project as per the schedule given below. The Draft Final report will be reviewed by the SSGC and comments will be given to the consultants for finalization of the report, which will be finalized by the Consultant in two-week time.

Project	Time schedule
Laying and Integration Of 08" X 07 Km Pipeline From Pod Sujawal To Nearest Point Of Existing 08" X 28 Km Ayesha Pod Spurline.	07 weeks after receipt of Purchase order by SSGC/LTP.

6. **SUBMITTAL SCHEDULE**

The consultant will follow below schedule of submittal of Report.

- Draft of Final Report (04 weeks after Letter of Intent/LTP.)
  The Draft of Final Report will be submitted for project independently as per agreed schedule. The report will contain all the information, assessment and conclusion as outlined in the above.
- 4 copies of Draft of Final Reports will be submitted for review and comments.
- Final Report (1 week after submission of Draft of Final Report)

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Final report will be submitted after taking into account incorporation of comments received for the Draft Final Report. 15 copies of Final report of Subject pipeline project along with soft copy shall be submitted by the consultant to SSGC.

7. **PAYMENT SCHEDULE:**

Following will be the Payment Schedule of each project :

- On submission of Draft of Final Report 40%
- Submission of final IEE/EIA report to SEPA 20%
- On Conducting IEE/EIA Public Hearing of project 20%
- After the approval/ NOC from SEPA of the respective Project component 20%

8. **TERMINATION**

SSGC reserves the right to terminate the contract any time without assigning any reason.

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SPECIAL TERMS & CONDITIONS OF THE PROJECT

a. NOC from Sindh EPA and conducting of Public Hearing will be the responsibility of the Consultant
b. The Environmental consultant must have proper technical team for conducting IEE/EIA of the subject project.
c. Copy of valid ISO 9001 & 14001 Certifications to be submitted.
d. The IEE/EIA Review fee to Sindh EPA to be submitted by the consultant on behalf of SSGC and it will be borne by the SSGC.
e. Boarding, lodging and security arrangement for conducting field visits is the responsibility of the Consultant.
f. Any other unforeseen expenses encountered in due course of acquiring NOC from Govt Agency/SEPA shall be liability of the Consultant/bidder.
g. Arrangements of expert committee sessions and invitation to the participants will be made by the Consultant on behalf of SSGC.
h. Publishing EIA/IEE Public Hearing Advertisement in Newspapers (As required by SEPA) will be the Responsibility of the consultant.

AGM – HSE&QA will be the Focal Person for the contract Appointment of consultancy services for this project;

Project:

Laying and Integration of 08" X 07 Km Pipeline from POD Sujawal to Nearest Point of Existing 08" X 28 Km Ayesha POD Spurline Sindh.

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Environmental Consultancy Services
Technical Evaluation Criteria

Scope

This criteria will cover technical evaluation for environmental consultancy services.

Sr. No.	MANDATORY REQUIREMENT
01	Copy of Valid ISO 14001 & 9001 Certifications
02	Copy of NTN Registration Certificate
03	Copy of Income Tax Return of the last year
04	Copy of GST / SST Registration should be enclosed (where applicable)
05	Copy of Professional Tax Certificate
06	Account Maintenance Certificate
07	Declaration of Non Involvement in Litigation / Arbitration / Blacklisting (Certificate to this effect on Rs100/- non-judicial Stamp Paper)

Sr. No.	DESCRIPTION	Allocated Marks	Max Marks
01	**TYPE OF COMPANY** a. Public / Private Limited Firm b. Sole proprietorship c. Partnership	 10 5 3	10
02	**Relevant Experience during last 5 years** 1. Environmental Consultancy Services conducted during last five years in Oil & Gas Sector- Attach details a. Five or more consultancy provided b. Three or more consultancy provided c. One or more consultancy provided 2. Environmental Consultancy Services conducted during last five years in other than Oil & Gas Sector-- Attach details a. Four or more consultancy provided b. Three or more consultancy provided c. Two or more consultancy provided	 30 24 12 20 15 10	50
03	**Project Team** 01 Team Leader (5 years experience) 02 Expert / Consultant (5 years experience) 02 Site Inspector (3 years experience) (Name, Professional Qualifications and year of experience)	 5 5+5 5+5	25
04	**FINANCIAL CAPABILITIES:** a. **Annual Turn over**	10	10
	b. **Liquid Assets** (in shape of Cash / OD)	5	5

Million PKR	Score
> 5	10
4 to 4.9	9
3 to 3.9	8
2 to 2.9	7
1 to 1.9	6
< 1	0

Million PKR	Score
> 2	5

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Sui Southern Gas Company Limited

Environmental Consultancy Services
Technical Evaluation Criteria

Sr. No.	DESCRIPTION			Allocated Marks	Max Marks
		1.5 to 1.9	4		
		1 to 1.4	3		
		0.5 to 0.9	2		
		< 0.5	0		
					Total = 100

NOTE:

1. A Total of 65 marks out of 100 marks is minimum requirement.

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PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

SSGC HSE&QA Department	FORM "B"	SSGC/PQC-00
	Contractor's Information	Revision 00
		Issue Date: Nov, 2016

Organization Information			
Date			
Business Name:			
Division or Group			NA ☐
Address (*Manufacturing Facility*)			
Address (Head office - *if different from above)*			
Tel. No:		Fax No.:	
E-mail Address:		Web Site Address:	

Please state the type of business:				M
Limited Company	Family Concern	Sole Proprietorship	Partnership	
☐	☐	☐	☐	

Please attach a copy of your organizational structure
(*Details of Manpower qualifications/skills/Experience must be attached*)

Key Contacts (Management, HSE, Quality, etc.):

Name	Title	Contact Number	E-mail Address

Total Size of Facility (Sq.yd.)	Total Headcount	Year Established

Revenue last year: (PKR)		Rented	M	
Expected revenue this year: (PKR)		Owned	M	
GST Number	M	NTN	M	

Procurement Regulatory Authority (PPRA) EPADS

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SSGC HSE&QA Department	FORM "B"	SSGC/PQC-00
	Contractor's Information	Revision 00
		Issue Date: Nov, 2016

Sindh sales Tax Number	M		Litigations with clients if any	M	Yes ☐ No ☐ Attach details of litigation if any
Bank statement / Certificate Attached	M	Yes ☐ No ☐	Financial Audit Firm		
Define the core business/es of the company (*Details of Tools/ Inspection & Testing Equipment and related operations must be attached separately*)					
What are the Strengths of your organization					
List of Customers with % Business share					
1 2 3					1 % 2 % 3 %
Tooling Department					
Out Source ☐ In House ☐					

Shamail Haider
AGM (HSE & QA)
Sui Southern Gas Co. Ltd.

Sui Southern Gas Co. Ltd. Procurement Dept.

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SSGC HSE&QA Department	**Form B–01** **Details of Staff**

S. No.	Name	Designation	Educational Qualification	Year of Experience	Relevant Experience

Note. This form provides summary of the manpower for the project. For each employee form, B-01 will be filled, attached with PEC Registration (in case of engineers)/certificate from board of technical education (in case of DAE)/Degree from recognized university (in case of MBA/Masters) shall be enclosed, otherwise no credit/points will be given.

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(HSE & QA)
Sui Southern Gas Co. Ltd.

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Procurement Dept
Gulshan-e-Iqbal

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SSGC
HSE&QA
Department

Form B–02
Qualification & Expertise Of Contractor's Team Proposed For The Assignment

Name	
Profession/Expertise	
Qualification / No. of Years of Experience	
PEC/DAE/Enrollment No.	
Date of birth	
Nationality	
Years with the firm	
Degree of proficiency:	
Experience	
Membership of Professional Societies	
Academic Qualification	
Other trainings	

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

Signature: _____

Dated: _____

Note: *Please fill one form for each employee as above. Additional experience information may be attached with the form.*

1. *An affidavit on stamp paper of Rs. 50 stating that the copies of certificates attached of key staff are genuine and will be responsible for any discrepancies arising later on.*
2. *All the above information provided shall be supported with documentary evidence; otherwise no marks will be awarded.*

Southern Gas Co. Ltd. Recruitment Cell C/O Gulshan-e-Iqbal

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

SSGC
HSE&QA
Department

Form B-03
Assignment Completed By The Firm In The Last Five Years

Name of the Firm	
Name of Assignment	
pName of Client	
Address of Client	
Start Date	*Month/Year*
Completion Date	*Month/Year*
Completion Duration	*Month/Year*
No. of staff / Professionals deployed	
Approx. Value of Services/ Assignments	
Description of project	
Description of Services provided by the firm	

Note:

i) One form for each assignment.

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

M. Shamail Haider
AGM (HSE & QA)
Sui Southern Gas Co. Ltd.

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PART-I
NOTIFICATIONS BY THE GOVERNMENT OF SINDH

SERVICES, GENERAL ADMINISTRATION AND COORDINATION DEPARTMENT

NO.SO(I)(SGA&CD)2-2/33/2019 Karachi, dated the 24th August, 2019

NO.SO(I)(SGA&CD)2-2/33/2019: Mrs. Mariam Qureshi, Associate Professor (BS-19), Government College for Women Shahrah-e-Liaquat, Karachi is hereby granted thirty (30) days leave Ex-Pakistan to visit United Kingdom, w.e.f. 26.08.2021 or from the date of availing (i.e. within 15 days of issuance of this Notification), with the condition that she is not required by any court of law during the leave period and that her name does not exist on Exit Control List (ECL).

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SINDH ENVIRONMENTAL PROTECTION AGENCY

Karachi dated the 03rd September, 2021

NO.EPA/TECH/739/2021:- In exercise of the powers conferred by section 37 of the Sindh Environmental Protection Act, 2014, the Sindh Environmental Protection Agency, with the approval of Government, is pleased to make the following regulations, namely:-

1. **Short title and commencement**

(1) These regulations may be called the Sindh Environmental Protection Agency (Environmental Assessment) Regulations, 2021.

(2) They shall come into force at once.

2. **Definitions.-**

(1) In these regulations, unless there is anything repugnant in the subject or context

(a) "Act" means the Sindh Environmental Protection Act, 2014 (VIII of 2014);

(b) "Agency" means the Sindh Environmental Protection Agency as defined under section 2(ii);

(c) "Director General" means the Director General of the Agency;

(d) Environmental Checklist means rapid environmental assessment or environmental screening through a prescribed checklist in respect of projects having least/minimal impacts on the environment.

(e) "Firm" means the Environmental Consulting Firm registered by the Agency.

(f) "Environmentally sensitive area" means a location, large or small, that has significant environmental values that contribute to maintaining biological diversity and integrity, have intrinsic or attributed scientific, historical or cultural heritage value, or are important in providing amenity, harmony or sense of community, ecosystem as declared by Agency.

(g) "Protected area" means any area which safeguards the earths precious bio-diversity, protected areas of natural beauty and conservation of cultural significance as declared by relevant authority;

(h) "Schedule" means the Schedules provided in these regulations;

(i) "Urban area" means an area within the limits of a town, municipality or city as determined by the Agency on the basis of population and environmental issues

(2) All other words and expressions used but not defined in these regulations shall have the same meaning as are assigned to them in the Act.

3. **Projects requiring Environmental Checklist (EC)**

A proponent of a project falling in any category listed in Schedule-I shall file environmental checklist with the Agency and the provisions of section 17 shall apply to such projects.

4. **Projects requiring an Initial Environmental Examination (IEE)**

A proponent of a project falling in any category listed in Schedule-II shall file an IEE with the Agency, and the provisions of section 17 shall apply to such projects.

5. **Projects requiring an Environmental Impact Assessment (EIA)**

A proponent of a project falling in any category listed in Schedule-III shall file an EIA with the Agency, and the provisions of section 17 shall apply to such projects.

6. **Projects not requiring an Environmental Assessment**

(1) A project not falling in any category listed in Schedules-I, II and III shall not be required to file an EC, IEE or EIA

(2) Notwithstanding anything contained in sub-regulation (1), the Agency may direct the proponent of a project, whether or not listed in Schedule I or II or III, to file an EC or IEE or EIA, for reasons to be recorded in such direction:

Provided that no such direction shall be issued without the recommendations in writing of the Advisory Committee constituted under regulations 21.

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7. **Preparation of environmental assessment report**

(1) The Agency may issue guidelines for preparation of an EC or IEE or EIA reports including guidelines of general applicability, and sectoral guidelines indicating specific assessment requirements for planning, construction and operation of projects relating to particular sector.

(2) The Agency may issue guidelines for preparation scope of an Environmental Management Plan(EMP) or Environmental Audit(EA).

(3) Where guidelines have been issued under sub-regulation (1) & (2), an EC, IEE or EIA or EMP or EA shall be prepared, to the extent practicable, in accordance therewith and the proponent shall justify any departure therefrom.

8. **Review Fees**

The proponent shall pay, at the time of submission of an EC, IEE or EIA or EMP or BTS tower a non-refundable review fee to the Agency as prescribe in Schedule-IV.

9. **Filing of report**

(1) Two hard copies and two electronic copies for an EC or IEE or EIA report shall be filed with the Agency by the proponent. The Agency may require the proponent to submit additional copies, as and when required during the review process.

(2) Every EC, IEE and EIA shall be accompanied by -

(a) an application, in the form prescribed in Schedule-V;

(b) Copy of receipt showing payment of review fee as prescribed in Schedule-IV

10. **Preliminary Scrutiny**

(1) Any report filed by the proponent or applicant shall be returned, if found incomplete in terms of Regulation 9

(2) Notwithstanding anything contained in sub-regulation (1) of regulation 12, the Agency may require the proponent to submit an additional information at any stage during the review process.

11. **Public participation**

(1) In the case in an EIA, the Agency shall issue a public notice to be published in widely circulated English or Urdu or Sindhi national newspaper and in a local newspaper of general circulation in the area affected by the project, mentioning the type of project, its exact location, the name and address of the proponent and the date, time and place of public hearing for inviting comments from primary stakeholders.

(2) The date fixed under sub-regulation (1) shall not be earlier than ten days from the date of publication of the notice.

(3) The Agency shall also ensure the circulation of the EIA, where necessary, to the concerned Government Agencies and solicit their comments thereon.

(4) All comments received by the Agency from the public or any Government Agency shall be duly considered before issuance of decision.

(5) The Agency may issue guidelines indicating the basic techniques and measures to be adopted to ensure effective public consultation, involvement and participation in EIA assessment.

12. **Review process**

(1) Notwithstanding anything contained in sub section (4) of Section 17, the Agency shall make every effort to conclude its review process of the EA, EMP or environmental checklist within fifteen days, of the IEE within thirty days, and of the EIA within sixty days after receiving of complete case.

(2) In reviewing an EIA, the Agency shall consult such Committee of Experts be constituted for the purpose by the Director General, and may also solicit views of concerned Advisory Committee, if any, constituted by the Agency.

(3) The Director General may, where considers it necessary, constitute a committee to inspect the site of the project and submit its report on such matters as may be specified.

(4) In reviewing the IEE, the Director General may constitute a committee of the officers from within the Agency, on case to case basis, in view of the jurisdiction and location of the project for the purpose to extend final recommendation about the approval or rejection of the IEE.

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(5) The review of the IEE or EIA by the Agency shall be based on quantitative and qualitative assessment of the documents and data furnished by the proponent, comments from the public and Government Agencies received under regulation 12, and views of the committees mentioned in sub-regulations (2) and (3) above.

(6) EMP, EA, EC shall be reviewed as per guidelines issued by SEPA

13. **Decision**

(1) The documentary evidence in the form of videos (soft copies) of public hearing shall be submitted by the proponent within three days after conclusion of public hearing to the Agency.

(2) On completion of the review process, the decision of the Agency shall be communicated to the proponent in the form prescribed in Schedule-VI or in case of an IEE or EMP or environmental checklist or environmental audit in the form prescribed in Schedule-VII in case of an EIA.

14. **Conditions of approval**

(1) Every approval of an EC or IEE or EIA or EMP or EA shall, in addition to such conditions as may be imposed by the Agency, be subject to the condition that the project shall be designed, constructed or operated and mitigatory and other measures adopted, strictly in accordance with the EC or IEE or EIA or EMP or EA, unless any variations thereto have been specified in the approval by the Agency.

(2) Where the Agency accords its approval subject to certain conditions, the proponent shall submit an undertaking to the Agency, before commencing operation of the project, in the form prescribed in Schedule-VIII that the conditions of approval, and the requirements in the IEE or EIA relating to design and construction, adoption of mitigation and other measures have been duly complied with.

15. **Validity period of Approval**

(1) The approval accorded by the Agency under section 17 read with sub-regulation (2) of regulation 15 shall be valid, for commencement of construction, for a period of three years from the date of issue.

(2) If construction is commenced during the initial three years validity period, the validity of the approval shall stand extended for a further period of three year.

(3) The proponent may apply to the Agency for extension in the validity periods mentioned in sub-regulations (1), (2), which may be granted by the Agency in its discretion for such period not exceeding three years at a time, if the conditions of the approval do not require significant change:

Provided that the Agency may require the proponent to submit a fresh IEE or EIA, if in its opinion changes in location, design, construction and operation of the project so warrant.

16. **Entry and inspection**

(1) For the purpose of verification of any matter relating to the review or to the conditions of approval of an EC or IEE or EIA or EMP or EA list prior to, before or during and after commencement of construction or operation of a project, duly authorized staff of the Agency shall be entitled to enter and inspect the project site, factory building and plant and equipment installed therein.

(2) The proponent shall ensure full cooperation of the project staff at site to facilitate the inspection, and shall provide such information as may be required by the Agency for this purpose and pursuant thereto.

17. **Cancellation of approval**

(1) Notwithstanding anything contained in these regulations, if, at any time, on the basis of information or report received or inspection carried out, the Agency is of the opinion that the conditions of an approval have not been complied with, or that the information supplied by a proponent in the approved EC or IEE or EIA or EMP or EA list is incorrect, it shall issue notice to the proponent for show cause within two weeks of receipt thereof as to why the approval should not be cancelled.

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(2) In case no reply is received or if the reply is considered unsatisfactory, the Agency may, after giving the proponent an opportunity of being heard -

(i) require the proponent to take such measures and to comply with such conditions within such period as it may specify, failing which the approval shall stand cancelled; or

(ii) cancel the approval.

(3) On cancellation of the approval, the proponent shall cease construction or operation of the project forthwith.

(4) Any action taken under this regulation shall be without prejudice to any other action that may be taken against the proponent under the Act or rules or regulations or any other law for the time being in force.

18. Registers of EC or IEE and EIA projects

Separate Registers to be maintained by the Agency for EC or IEE and EIA projects shall be in the form prescribed in Schedule-IX.

19. Environmentally sensitive areas

(1) The Agency may designate an area to be an environmentally sensitive area.

(2) Notwithstanding anything contained in regulations 3 and 5, the proponent of a project situated in an environmentally sensitive area shall be required to file an EIA with the Agency.

20. Environmental assessment guidelines

(1) The Agency may from time to time issue guidelines to assist proponents and other persons involved in the preparation of environmental assessment.

(2) Where guidelines have been issued under sub-regulation (1), the projects shall be planned and prepared, to the extent practicable, in accordance therewith and any departure therefrom justified in the IEE/EIA pertaining to the project.

21. Environmental Assessment Advisory Committee. -

The agency may constitute one or more Committees for the purpose of rendering advice on implementation and enforcement of Section 17, which may include experts of relevant field, civil society, academia, environmental experts, representative of Administrative Department, legal expert and experts from natural resources.

22. Repeal and Savings.

(1) The Sindh Environmental Protection Agency (Review of Initial Environmental Examination and Environmental Impact Assessment) Regulations 2014, shall, on commencement of these regulations, stand repealed.

(2) All orders made, notification issued, actions taken under the repealed Regulations shall remain in force until amended, altered or repealed by the provisions of these regulations.

DIRECTOR GENERAL,
SINDH ENVIRONMENTAL PROTECTION AGENCY

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SCHEDULE-I

(See Regulation 3)

List of projects requiring Environmental Screening (through check list)

a. Subject to the compliance with concerned zoning laws:
   i. Construction of residential and commercial buildings having total covered area from 60,000 sq.feet to 100,000 sq.feet
   ii. Housing Schemes covering an area from 05 acres to 15 acres.
   iii. Ware Houses for Non-Hazardous substances having total area from 1000 sq.yards to 5,000 sq.yards
   iv. Warehouse for Fertilizers
   v. Marriage Halls/Banquet/Restaurants/Baking facilities having total area more than 500 sq.yards
   vi. Motor vehicle workshops/Service Stations having total area of more than 500 sq.yards.
b. Construction/Reconstruction/Rehabilitation of roads in urban area from 500 meters to 01 kilometres and in rural area from 500 meters to 05 kilometres.
c. Construction of Flyover, underpasses and bridges of length from 100 meters to 500 meters
d. On-farm dams and fish farms
e. Pulses mills
f. Flour Mills
g. Lining of existing minor canals and /or water courses.
h. Canal cleaning
i. Forest harvesting operations
j. Rain harvesting projects
k. Health care units of less than 50 beds
l. BTS Tower
m. Lime Kilns
n. Ice factories and cold storage.
o. Cotton oil mill
p. Construction of LPG, CNG, LNG filling station and petrol pumps
q. Carpet manufacturing units
r. Rain harvesting projects
s. Industrial Effluent Treatment Plant
t. Sanitary Landfill site up to 500 tons/day

Schedule-II

(See Regulation 4).

List of projects requiring an Initial Environmental Examination

A. **Agriculture, Livestock and Fisheries**
   1. Poultry, livestock and fish farms
   2. Warehousing for pesticides and pharmaceuticals
   3. Projects involving packaging, formulation, cold storage and warehouse of agricultural, livestock and fish products.
   4. Construction & Operation of Slaughter houses

B. **Energy**
   1. Hydroelectric power generation up to 25 MW
   2. Thermal power generation up to 100 MW
   3. Coal fired power plants with capacity up to 50 MW
   4. Transmission lines up to 132 KV, and grid stations
   5. Waste-to-energy generation projects including bio-mass up to 25 MW
   6. Construction of Coal Handling and storage facilities
   7. Handling, Transportation & Storage of Biofuel Facility
   8. Handling and storage of edible grains and seeds
   9. All Renewable energy Projects (excluding Protected/Sensitive area under any law)

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C. **Oil and Gas projects:**

1. Oil and gas 2D/3D Seismic survey and drilling activities (on and off shore)
2. Oil and gas extraction projects including exploration and production located outside the environmentally sensitive/protected areas
3. Oil & Gas transmission gathering, storage, separation & transportation system
4. Construction of CNG, LPG Petroleum and LNG bulk storage facility
5. Oil blending and recycling units

D. **Manufacturing and processing**

1. Ceramics and glass units
2. Food processing units
3. Pharmaceutical units
4. Rice mills, ghee/oil mills, Cotton ginning
5. Man-made fibers and resin projects
6. Tanning and leather finishing projects
7. Manufacturing of apparel, textile garments units, including weaving, spinning, dyeing, bleaching and printing
8. Woodwork units manufacturing products
9. Steel re-rolling mills
10. Waste recycling plants
11. Battery manufacturing plant
12. Brick Kilns
13. Marble processing units
14. Stone Crushing units

E. **Mining and mineral processing**

1. Commercial extraction of sand, gravel, limestone, clay, Sulphur and other minerals not included in Schedule I.
2. Crushing, grinding and separation processes
3. Metal Smelting plant production capacity up to 20 tons/day

F. **Transport**

1. Construction of flyovers, underpasses and bridges having length more than 500 meters to 1000 meters in urban areas and more than 5km in rural areas
2. Bus terminals/ railway station/ metro stops and construction & operation of transport related terminals
3. Rehabilitation or rebuilding or reconstruction of existing roads more than one kilometers in urban areas and more than 5 km from rural areas

G. **Water management, dams, irrigation and flood protection**

1. Dams and reservoirs with storage volume of less than 25 million cubic meters of surface area less than 4 square kilometers
2. Irrigation systems and drainage system with the area of less than 15,000 hectors
3. Flood protection bunds

H. **Water supply and filtration**

Water supply schemes and filtration plants

I. **Waste disposal and wastewater treatment**

1. Solid and Non-hazardous waste with annual capacity up to 10,000 tonnes (excluding municipal landfill sites and commercial facilities) including Garbage Transfer station/composting plant

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2. Wastewater treatment for sewerage treatment facility less than 100 mgd
3. Hospital waste disposal facilities including incineration units owned by Hospitals for own use excluding commercial facility.

J. Urban development

1. Housing schemes more than 15 acres to 50 acres
2. Residential, Commercial multistory High rise construction projects having covered area more than 100,000 sq.feet to 500,000 sq.feet.
3. Laboratories
4. Hospitals, health care unit of more than 50 beds
5. Construction of Educational and Academic institutions.

K. Other projects

Any other project for which filing of an IEE is required by the Agency under sub-regulation (2) of Regulation 6.

SCHEDULE III

[See Regulation 5)

List of projects requiring an EIA

A. Energy

1. Hydroelectric power generation more than 50 MW
2. Thermal power generation more than 100 MW
3. Coal power projects more than 50 MW
4. Transmission lines above 132 KVA and distribution projects.
5. Nuclear power plants
6. Wind, Solar or renewable energy projects if falls under any environmental sensitive and protected area.

B. Oil and Gas projects

1. Oil Petroleum refineries.
2. LPG and LNG Terminals Projects
3. Coal Handling Terminals Projects

C. Manufacturing and processing

1. Cement plants
2. Chemical manufacturing industries
3. Fertilizer plants
4. Steel Mills
5. Sugar Mills and Distilleries
6. Establishment of industrial estates & Export processing zones
7. Petrochemicals complex
8. Synthetic resins, plastics and man-made fibers, paper and paperboard, paper pulping, plastic products, printing and publishing, paints and dyes.

D. Mining and mineral processing

1. Mining and processing of coal, gold, copper, sulphur and precious stones
2. Mining and processing of major non-ferrous metals, iron and steel rolling
3. Metal Smelting plant production capacity more than 20 tons/day

E. Transport

1. Airports
2. Construction of highway, motor ways, major roads (Intercity roads) more than one km and above
3. Ports and harbor development
4. Mass transit projects
5. Railway works
6. Construction of Flyover, underpass and bridges having total length more than one km.

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F. **Water management, dams, irrigation and flood protection**

1. Dams and reservoirs with storage volume of 25 million cubic meters and above having surface area of 4 square kilometers and above
2. Irrigation and drainage projects serving more than 15,000 hectares and above

G. **Water supply and filtration**

Public water supply schemes and filtration plants

H. **Waste Disposal and treatment**

1. Facilities for handling, storage or disposal of hazardous or toxic wastes or radioactive waste (including landfill sites, incineration units, etc.)
2. Solid waste municipal landfill sites
3. Combine Effluent Treatment Plant
4. Domestic wastewater treatment plant more than 100mgd

I. **Urban development and tourism**

1. Housing schemes above 50 acres
2. Residential, Commercial High rise buildings subject to compliance of building bylaws of relevant organizations more than 500,000 sq feet
3. All Projects located in High Density Zones notified by Government and relevant land controlling organization, irrespective of their size.
4. Commercialization of major corridors/roads in urban centers
5. Large Scale public facilities
6. Large-scale tourism development projects

J. **Environmentally Sensitive Areas**

All projects situated in environmentally sensitive areas being identified by the Agency.

K. **Other projects**

1. Any other project for which filing of an EIA is required by the Agency under sub-regulation (2) of Regulation 5.
2. Any other project likely to cause an adverse environmental effect.

Schedule-IV

(See Regulation 8)

Project Cost (in million)	Review Fee
Up to 20	Rs.50,000
Above 20 up to 100	Rs. 100,000
Above 100 up to 200	Rs. 200,000
Above 200 up to 500	Rs. 400,000
Above 500	Rs. 600,000
Review fee for Environmental Checklist or EMP shall be Rs. 40,000/-	
Review fee for BTS Tower shall be 20,000/-	

Note:

The fee shall be payable into the "Sindh Sustainable Development Fund" account Details are as under: -

A/C Title: Sindh Sustainable Development Fund

Account Number: 03084572626100

Bank: Sindh Bank

Branch Code: 0308-Korangi Industrial Area

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SCHEDULE V
[See Regulation 9(2)(a)]
Application Form

1.	Name and address of Proponent		Phone: Email:		
2.	CNIC No. of proponent				
3.	Brief description of project				
4.	Location of project				
5.	Cost of the Project				
6.	Objectives of project				
7.	IEE/EIA attached?	IEE/EIA:	Yes/No		
8.	Have alternative sites/options been considered/ reported in IEE/EIA?		Yes/No		
9.	Title document of the project				
10.	Existing land use		Land requirement		
11.	Is basic site data available, or has it been measured?	(only tick yes if the data is reported in the IEE/EIA)	Available	Measured	
		Meteorology (including rainfall)	Yes/No	Yes/No	
		Ambient air quality	Yes/No	Yes/No	
			Yes/No	Yes/No	
12.	Have estimates of the following been reported, especially Quantitative Analysis?	Water balance	Estimated	Reported	
		Solid waste disposal	Yes/No	Yes/No	
		Liquid waste	Yes/No	Yes/No	
			Yes/No	Yes/No	
13.	Source of power		Power requirement		
14.	Labour force (number)	Construction			
		Operation			
15.	Environmental Consulting Firm				

Verification. I do solemnly affirm and declare that the information given above and contained in the attached EC/IEE/EIA is true and correct to the best of my knowledge and belief.

Date

Signature, name of proponent (with official stamp/seal)

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SCHEDULE VI
(See Regulation 13(2))

Decision on IEE/Environmental Check List

1. Name and address of proponent _____
2. Description of project _____
3. Location of project
4. Date of filing of IEE
5. After careful review of the IEE, the Agency has decided –

(a) to accord its approval, subject to the following conditions:
_____
_____

or (b) that the proponent should submit an EIA of the project, for the following reasons –
_____

Dated _____

Tracking no.___

Director-General
Sindh Environmental Protection Agency
(with official stamp/seal)

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SCHEDULE VII

[See Regulation 13(2)]

Decision on EIA

1. Name and address of proponent _____
2. Description of project _____
3. Location of project _____
4. Date of filing of EIA _____
5. After careful review of the EIA, and all comments thereon, the Federation Agency has decided –

(a) to accord its approval, subject to the following conditions: _____

or (b) that the proponent should submit an EIA with the following modifications- _____

or (c) to reject the project, being contrary to environmental objectives, for the following reasons: _____

Dated _____

Tracking no.____

Director-General
Sindh Environmental Protection Agency
(with official stamp/seal)

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SCHEDULE VIII
[See Regulation 14(2)]

Undertaking

I, (full name and address) as proponent for (name, description and location of project) do hereby solemnly affirm and declare that the conditions of approval and the requirements in the IEE or EIA relating to design and construction, adoption of mitigation and other measures and other relevant matters have been duly complied with in the design and construction of the project.

Signature, name and designation of proponent
(with official stamp/seal)

Witnesses (full names and addresses)

SCHEDULE IX
(See Regulation 18)
Form of Registers for EC, IEE and EIA projects

S. No.	Description	Relevant Provisions
1	2	3
1.	Tracking number	
2.	Category type (as per Schedules I or II)	
3.	Name of proponent	
4.	Name and designation of contact person	
5.	Name of consultant	
6.	Description of project	
7.	Location of project	
8.	Date of submission of IEE/EIA	
9.	Date of public hearing / technical presentation	
10.	Date of committee of experts for schedule-II projects	
11.	Approval granted (Yes/No)	
12.	Date of approval granted or refused	

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Section - IV

Special Conditions of Tender Document

Tender Enquiry No. SSGC/SC/

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

SECTION – V

General Terms & Conditions

1. Definitions and Interpretation:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Performance Bond:

The Bidder shall furnish a Performance Bond strictly (if the bid increases to Rs. 500,000/-) in accordance with the prescribed format in the form of a bank guarantee issued by a scheduled commercial bank operating in Karachi for an amount equivalent to TEN (10) percent of the Contract value. Failure to furnish the performance Bond before execution of the Contract will entitle the Company to consider the Bidder as having abandoned the Contract and the forfeit the Bid Bond. The Performance Bond shall remain valid till after three (03) month of completion of the work.

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

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

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

11. Retention Money:

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

12. Completion Period:

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

13. Signing / Execution of Contract / Agreement:

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

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

Southern Gas Co. Ltd. Procurement Dept.

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

14. Award / Evaluation Criteria:

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

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

15. Commencement & Execution of Work:

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

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

16. Change in Orders:

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

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

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

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

17. Assignment:

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

18. Termination of Contract:

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

(i) **Termination for Default:**

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

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

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

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

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

(ii) **Termination for Insolvency:**

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



(iii) **Termination for Convenience:**

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

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

19. **Liquidated Damages:**

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

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

20. **Force Majeure:**

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

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

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

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

22. **Insurance:**

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

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



Insurance will be required where ever applicable:

Company's Address:

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

Contractor / Consultant's Address:

_____
_____
_____

23. Dispute Resolution:

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

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

24. Income Tax and Duties:

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

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

25. Payments:

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

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

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

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

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

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

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

Southern Gas Co. Ltd. Procurement Dept.

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

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

26. Blacklisting of Suppliers and Contractor / Consultants:

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

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

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

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

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

27. GOP's Obligation:

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

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

28. Late Bid:

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

29. Rebate / Discount:

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

30. Joint Ventures:

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

31. Correction / Amendments in Quoted Price:

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

Please refer the attached Blacklisting mechanism

Please follow the attached Black Listing mechanism

Sui Southern Gas Co. Ltd. Procurement Dept.

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

BID BOND FORMAT

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

Tender Enquiry No SSGC / SC /

Dear Sirs,

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

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

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

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

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

5. This guarantee shall remain valid upto _____.

Yours faithfully,

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

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

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

PERFORMANCE BOND FORMAT

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

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

Tender Enquiry No SSGC / SC /

Dear Sirs,

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

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

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

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

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

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

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

6. This guarantee shall remain valid upto _____.

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

CONTRACT FORM

Contract No. SSGC/SC/

ARTICLES OF AGREEMENT

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

WITNESSETH:

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

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

Article-1 Work and Cost of the Work:

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

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

Article-2 - Time:

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

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

Article-3 - Contract Documents:

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

a) The Article of Agreement.

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

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

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

Contractor letter No._____, dated _____.

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

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

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

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

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

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

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

Signature : _____

Name : _____

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

Signature : _____

Name : _____

In the presence of :

Signature : _____

Name : _____

Signature : _____

Name : _____

Signature : _____

Name : _____

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Supplier code: _____

FORM-X

Bank account details form for all Beneficiaries

(Mandatory requirement for Digital Online Banking)

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

Name of Firm: _____

Address of Firm: _____

_____

CNIC #: _____

NTN #: _____

Bank Name: _____

Bank A/C Title name: _____

Branch code: _____

Bank A/c #: _____ (16 Digits)

Bank IBAN #: _____ (24 Digits)

☐ Information already submitted.

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

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

_____

Authorized Sign & Stamp

Date:_____

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) PAKISTAN

ANNEXURE: I

Declaration of Ultimate Beneficial Owner's 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 Regulating 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. Procurement Dept. HQ Gulshan-e-Iqbal

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

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

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

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

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

Integrity Pact

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

Contract Number: Contract Value: Contract Title:

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

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

SECTION-VIII

BOQ

S.No.	Description	UOM	Total Amount (PKR)
1.	EIA/IEE of Laying and Integration of 08" X 07 Km Pipeline from POD Sujawal To Nearest Point of Existing 08" X 28 Km Ayesha POD Spurline.	01 Job	

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

AGM (HSE & QA)
Sui Southern Gas Co. Ltd.

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

TENDER ENQUIRY NO. SSGC/SC/14537 SECTION-VIII

SCHEDULE OF REQUIREMENT

AND

BID FORM

Sr. NO.	DESCRIPTION OF ITEMS / PART NOS.	QUNATITY	UOM	TOTAL AMOUNT
	(1)	(3)	(4)	
	HIRING OF CONSULTING SERVICES OF EIA/IEE OF LAYING AND INTEGRATION OF 08" x 07 KM PIPELIEN FROM POD SUJAWAL TO NEAREST POINT OF EXISTING 6" DIS x 28 KM AYESHA POD SPURLINE.(AS PER DETAILS ATTACHED)			
[1]	SC084109	1.00	Job	

Delivery Schedule:

Fix Bid Bond Amount in PKR: 70,000

NOTE :

(i) The quoted unit price and corresponding total amount shall be inclusive of all duties & Taxes, excluding Sales Tax as per provincial laws.

(ii) Incase of supply of material alongwith services GST will be exclusive of quoted rate of material.

(iii) Bidders are essentially required for quote their rates on bid form / BoQ.

(iv) Prices given in the bid form and BOQ shall take into account all relevant factors including discounts, if any. Discount given separately at the time of bid opening will not be considered.

(v) Any Bidder who change/amend the BOQ or Price Schedule (description, quantity, uom etc.) will be render the bid as conditional bid and will be liable for rejection.

SIGNAUTRE OF BIDDER: _____

NAME.....: _____

NAME OF BIDDER....: _____

STAMP.....: _____

DATE.....: _____

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

SECTION-IX

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

SSTW-05

Ref No _____ Dated _____

M/s _____

SNTN _____

Address _____

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

Dear Sir,

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

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

Signature _____

Name _____

CNIC _____

Designation _____

Date _____

Official seal _____

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

SSGC | Sui Southern Gas Company Limited

Procurement Department

Standard Advisory to all Bidders

SUB: Sindh Sales Tax Withholding On Services Payment

(Effective from 1 July 2024)

Dear Sir,

Background

Please be informed that:

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

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

Amendment in Law

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

Revised Procedure for Sindh Sales Tax Withholding

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

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

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

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

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

SC1

SSGC

سوئی سدرن گیس کمپنی لمیٹڈ
پروکیورمنٹ ڈیپارٹمنٹ

تمام ٹھیکیداروں کے لئے معیاری ایڈوائزری

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

<u>پس منظر</u>

مطلع کیا جائے کہ:

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

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

<u>قانون میں ترمیم</u>

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

<u>سندھ سیلز ٹیکس ودہولڈنگ کا نظرثانی شدہ طریقہ کار</u>

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

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

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

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

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

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

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

☐ Not debarred due to deviation from commitment of Bid Securing Declaration-☐ Not debarred due to non-performance			
Year	**Non-performed portion of contract**	**Contract Identification**	**Total Contract Amount (current value, currency, exchange rate and PKR equivalent)**
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Procuring Agency: *[insert full name]* Address of Procuring Agency: *[insert street/city/country]* Reason(s) for nonperformance: *[indicate main reason(s)]*	*[insert amount]*
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
☐ Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below.			

Year of dispute	**Amount in dispute (currency)**	**Contract Identification**	**Total Contract Amount (currency), ~~US$~~ PKR Equivalent (exchange rate)**

[insert year]	*[insert amount]*	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: *[insert full name]* Address of Procuring Agency: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]* Status of dispute: *[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]*	*[insert amount]*

☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.

☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.

Year of award	**Outcome as percentage of Net Worth**	**Contract Identification**	**Total Contract Amount (currency), PKR Equivalent (exchange rate)**
[insert year]	*[insert percentage]*	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: *[insert full name]* Address of Procuring Agency: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]* Court/ arbitral award decision: *[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]*	*[insert amount]*