



SSGC

Checklist for Bidders

Enquiry #: 14194

Opening Date: _____

Time: _____

M/s, _____

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

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

Note:

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

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

Bidders Authorized Representative





**Sui Southern Gas
Company Limited**

Ref. No. SSGC / SC / 14194

Date: January - 27 2026

M/s. _____

DITCHING/BACKFILLING & AFFILIATION WORKS:

AYUB NAGAR, MIRPURKHAS CITY, DISTRICT MIRPURKHAS

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

Under Single Stage Two Envelope Bidding Procedure

Tender Enquiry No. SSGC / SC /NR/EPAD/14194

**SECTION - I
Invitation to Bid**

Sui Southern Gas Company Limited (SSGC) intends to carry out the work related to Ditching/Backfilling & Affiliation Works Excavation of Trenches for Laying of 63mm, 125mm P.E Gas Pipeline Soft Padding & Soft Cushioning Replacement of 2" Dia & 1" Dia Distribution Mains Pipeline@ Ayub Nagar ,Mirpukhas City, Distract. Mirpurkhas (Total 850 Meters)(As Per Criteria/Tor/BOQ) (Having Valid PEC Certificate Category C-6 or Above Having Specialization of CE-08 Category)(Under Single Stage Two Envelope Bidding Procedure)(On Complete Package Basis).

The Company invites you to submit Technical Proposal and Financial Proposal in two separate sealed envelopes "**Under Single Stage Two Envelope Bidding Procedure**" i.e. Sealed Technical offer & Sealed Financial offers shall be submitted in separate envelopes. Technical offers will be opened and evaluated first. Financial offers of only technically compliant bidders will be opened on later intimated date in presence of bidder's representative.

The priced bids shall be submitted along with FIXED Bid Bond Rs.26,000 (twenty-six Thousand Rupees Only) in the form of Pay order / Demand Draft in favor of Sui Southern Gas Company Limited. No bid shall be entertained without bid bond / earnest money.

The Company reserves the right to add, delete from or amend any part of these tender documents during the bidding period and bidders shall be informed accordingly.
Bids not conforming to the terms and conditions or a part there of stipulated in these tender documents may be rejected.

The Tender documents comprise the following:

Technical Proposal

Section – I
Section – II
Section – III

Section – IV
Section – V

Invitation to Bid
Instructions to Bidders (A&B)
Terms of Reference (Scope of Work)/Special Conditions of Contract/Evaluation of Potential Bidders/Technical Evaluation of Bid/with Forms
Special Conditions of Tender Document
General Terms & Conditions





SSGC

Financial Proposal

Section – VI
Section – VII
Section – VIII

Tender Form
Bill of Quantity (BOQ)
Bid Bond Format/Performance Bond/Format of Declaration/Contract
Form/Form X/Annexure I/ Form of Bid Securing Declaration
Blacklisting Mechanism/IMS Manual/SSTW-05/Drawings

Bids will be submitted at:

Bids will be submitted online on EPADS Portal on or before **23-02-2026 at 1200** hours. The bids will be publicly opened at **1230** hours on same day online on EPADS in the presence of bidders and / or their authorized agents who may wish to attend

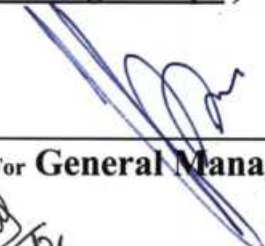
Bids not conforming to the conditions stipulated in the tender documents may be rejected.

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

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

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

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


For **General Manager (Procurement)**


06/02/26





SSGC

TECHNICAL **PROPOSAL**



SECTION - II

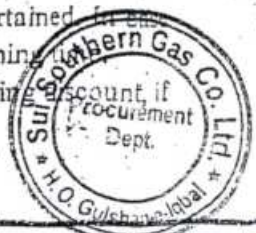
INSTRUCTIONS TO BIDDERS



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 envelopes (bid bond will be enclosed with "Financial" bid unless and until specified separately in tender terms). "Technical" and "Financial" is to be mentioned on the top of the envelop. Technical offers will be opened and evaluated first. Financial offer of only technically complaint bidders will be opened at a later intimated date in presence of bidder's representative. Financial offers of technically non-complaint bidders will be returned un-opened along with their bid bond.
5. The Bid should be signed by a person having the authority for this purpose. In case of a bid submitted by a corporate entity, the same shall bear its seal and be duly signed by its secretary.
6. Bids shall be submitted strictly in accordance with the requirements of the Tender Documents and as per specifications.
7. Bid shall remain valid for acceptance for a period of (120) days from the date of public opening of the bids.
8. The Company shall not reimburse any expenses incurred in preparation of Bids.
9. The Bid and all subsequent correspondence shall be in the English language.
10. Payment for the Contracted Work / Services will be made in Pakistani Rupees only. The rates quoted by the Bidder shall therefore, be in Pakistani Rupees.
11. In case of any queries / clarification with regard to this Tender, the same may be forwarded to Procurement Department upto 5 days before the bid opening date, thereafter the request will not be considered.
12. The Company reserves the right to reject any or all Bids without assigning any reason and cancel the bidding process. Company also reserves the right to accept the whole or a part of Bid and does not bind itself to accept the lowest or any particular Bid.
13. In case of any conflict between the Special Terms & Conditions and elsewhere in the tender documents the Special Term & Conditions, will supersede & prevail.
14. Each and every page of the bid documents being submitted by the bidders shall be signed 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 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.



INSTRUCTIONS TO BIDDERS (B)**1. Escalation**

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

2. Bid Instructions

The bid shall be prepared in accordance with the following instructions:

2.1 Examination

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

2.2 Clarifications

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

2.3 Validity

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

2.4 Cost of Preparation of Bid

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

2.5 Bill of Quantities and Rates

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



2.6 Sub-Contracting

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

2.7 Bid Documents

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

2.8 Organization Chart

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

2.9 List of Equipment

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

2.10 Time Schedule

The Bidder has to submit a detailed work program in the form of a bar chart showing planned schedule of various activities required to complete the entire work (as per Scope of Work) within the stipulated completion period by deploying adequate manpower, if required.

2.11 Additions, Deletions and Amendments

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

2.12 Signing Authority

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

2.13 Postal Address

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



A handwritten signature in black ink, appearing to be "ajw" or similar, written over a faint horizontal line.

Telephone Nos.: _____

Telex No: _____

Fax No: _____

E-mail: _____

Address: _____

2.14 Disqualification/Rejection of Bids

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

2.15 Unit Work Rates

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

2.16 Check List

Bidder shall, interalia, ensure the following before submitting the bid:

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



[Handwritten signature]

TERMS OF REFERENCE (SCOPE OF WORK)

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

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

1. The contractor is responsible to resolve problems on day to day basis arising due to local residents, Govt. agencies, private parties etc. at his own. However SSGC would assist morally if need arises.
2. Excavation for trial /check pits for selecting pipeline route and locating underground utilities and back filling the same after finalization of route will be done in the presence of Site Engineer.
3. Arrangement of care taker / Chowkidar including loading / unloading and stacking the pipes at safe and smooth place with front side support to protect from slipping / skidding at site for the safety of pipe and material till the completion of job will be the responsibility of the Contractor. The contractor shall return all the unused material after completion of job.
4. Excavation for trenches of required size in different type of soil as given in the BOQ and signboard / caution tape and red flags shall be placed / installed as the work place to act as first line of defense and company HSE policy.
5. Stringing of pipe along the trenches for jointing including arrangement of gunny bags filled with sand or wooden skids for placing of pipe.
6. Before lowering-in of pipeline trench should be free from stones / cleaned and drained-off in-case of water and availability of soft padding in the trench(s) as specified at Sr. No. 07 of Scope of Work. As soon as pipe (Steel / PE) is lowered immediately 6" cushioning of soft sand (Baloo Reti) should be provided around the pipe. Steel pipeline shall be backfilled upto 01 ft. with excavated earth soil (after sand cushioning) then a layer of caution tape is laid before complete backfilling and PE pipeline shall be backfilled upto 01 ft. with excavated material (after sand cushioning) then fixing / placing of bricks and backfilled upto 01 ft. with excavated earth soil then a layer of caution tape is laid before complete backfilling in the presence of company's Site Supervisor / Site Engineer. Without soft padding and cushioning lowering is not allowed. **(This activity should be done on same day as pipe laid in the trench(s) to avoid hindrances to public).**
7. Provide 6" sand cushioning and padding of soft sand around the pipe at the entire locations where pipeline is laid.
8. Excavation of required size(s) of pit(s) and provide labour for welding / joint coating / fusion / jointing, cleaning, pigging, air testing, rectification of leak(s) if found and commissioning.
9. Repair and maintenance of underground utilities damaged during excavation.
10. Provide care taker (Chowkidar) on pressure recorder to be installed on newly net work during pressure testing.



The contractor shall supply all finances, manpower, machinery, equipments and required materials for the execution of the work.

11. The contractor shall ensure safe and proper execution of the construction work with proper and sufficient machinery / equipment and adequate manpower and shall complete the work within the scheduled time.
12. The contractor is responsible for any damages occurs to private / public properties and all underground utilities and would repair / compensate with full satisfaction of the affected residents / organization etc.
13. Contractor should submit weekly progress report of actual work done to the Site Engineer and a copy to DGM's and GM's. Monthly report is also to be submitted by the contractor to the concerned Site Engineer.
14. The contractor will not claim under any circumstances for damages and stoppage of work due to natural calamities, law and order situation etc.
15. **The contractor shall not assign or sub-let the contract or any part thereof or any benefit or interest therein or there under without the prior written consent of the company.**

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



SECTION-II

SPECIAL CONDITIONS OF CONTRACT

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

Madni Ahmed Siddique **SGM (SBU-US & BN)**
2. **Signing of Agreement**
Formal signing of agreement shall be completed as soon as possible. However the Contractor shall mobilize/commence work after issuance of Letter to Proceed. Formal agreement would be made on stamp paper of value at the rate of Rs. 0.35 per hundred rupees of the value of contract. The stamp duty would be borne by the Contractor.
3. **Monthly Deduction**
Monthly deduction of Rs. 15,000 shall be made in case Contractor fails to deploy agreed / specified full time supervisory staff at site.
4. **Rate Analysis.**
SSGC may ask for rate analysis / of quoted offers, if indeed.
5. **Completion Period**
The entire work shall be completed within **06 Months** from the issuance of Letter to proceed, which in case of work exigencies could be issued prior to signing of formal agreement.
6. **Liquidated Damages**
The rate of liquidated damages shall be **0.1%percent** of the final contract value for each day of delay and limited to a maximum of **ten (10%) percent** of the final contract value.
7. **Earnest Money**
Total quoted bid value.
8. **Maintenance Period.**
The maintenance period will be **Six (06) months** after the issuance of Substantial Completion Certificate by the Company.
9. **Retention Money**
The retention money shall be equal to **Five (5%) percent** of the certified value of work which would be released after the maintenance period and rectification of punch list defects, to the satisfaction of the Company.
10. **Mode of Payment**
Payment against running bills shall be made to the Contractor by the Company as per actual executed quantities and in accordance with the conditions stated in the General Conditions of Contract and Bill of Quantities. For the contracts valued more than **one (01) Million** contractor's every running bill invoice shall be verified by the company engineer for release of **Sixty (60%) percent** adhoc payment **within (07) working days** on submission of the invoice on company's prescribed format. The balance amount of the bill will be settled **within 30 working days** from the submission of the invoices by the contractor.



11. **Survey Equipment**

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

12. **Damage to Property and Persons**

The Contractor shall, except if and so far as the Contract provides otherwise, indemnify and keep indemnified the Company against all losses and claims for injuries or damage to any persons or property whatsoever arise out of or in connection with or in consequence of the construction and maintenance of the works and against all claims demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation hereto.

13. If LTP is not issued within 06 months after issuance of LOI, both parties are at liberty to Terminate / Revoke the LOI and contract.

NOTE:

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



Evaluation of Potential Bidders

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

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

1. Mandatory Requirements

1.1. PEC Registration C-6 or Above

The bidder shall have valid registration with PEC under C-6 or above having specialization of CE-08 category (copy to be attached with the bid).

1.2. Bid Security

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

1.3. Provincial & Professional Tax Certificate

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

1.4. Bank Statement

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



2. Bid Evaluation Process

2.1. Methodology/proposal of work

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

2.2. Expertise of Contractor's Team

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



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

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

2.3. Equipment Infrastructure/Office Facility

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

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

2.4. Related Experience & Track Record of Contractor

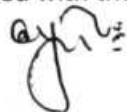
The track record will be graded on basis of past experience of similar projects on Ditching and Backfilling & allied activities of steel & HDPE-100 pipeline network (1"Ø to 12"Ø & PE 20mm to 315mm). The complete information regarding previous project assignments such as Project description, duration,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

2.5. Financial Health

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

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

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



3. Technical Evaluation of Bid

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

a. Qualitative Mandatory Section

Sr. #	Essential / Mandatory Requirement	Yes	No
1.	Registration with Pakistan Engineering Council for Category with C – 6 or above having specialization of CE-08 category		
2.	Undertaking that the firm has not been black-listed by any Government Organization.		
3.	Bid Bond submitted		
4.	Photocopy of Active Status of FBR Income Tax, SRB/BST whichever applicable, & copy of valid Professional Tax Certificates		
5.	Valid copy of company's bank statement of last fiscal year		
Note: Any "No" in this section means mandatory requirement is not fulfilled and the bid is liable to be rejected without further processing.			

Sr. #	Description	Score	
		Max: Marks	Allocated Marks
1	Technical Stability	5	
	Legal Status of Affiliation of firm		
	Nature of Company		
	Proprietor Ship		2
2	Partnership	25	3
	Limited Company		5
	Experience Related to Ditching Backfilling Job for last 3 years		
	Work > 5 KM and above, 5 jobs (5 marks on each job)		25
	Work > 3 KM up to 5 KM, 5 jobs (3 marks on each job)	25	15
	Work up to 3 KM, 5 jobs (2 marks on each job)		10


Muhammad Kashif Siddiqui
 Chief Engineer
 Coordinator To SGM
 Distribution SBU-US/B
 Sui Southern Gas Co. Ltd.



b. Quantitative Section

3	Expertise of Contractor's Team The hired team of the Contractor for Construction activities may comprise the following competency and education level just as (CV & qualification along with attested certificates (where applicable) and experiences of at least 3 years or above.		
	Project Manager x 1 (Engineer)	25	5
	Field Construction Supervisor x 1 (DAE) or equivalent		3
	HSE & QA/QC Supervisor x 1 (DAE) or equivalent		2
	Heat Shrink Sleeve Applicator x 1		2
	Road Breaker Operator x 2 (01 Marks each)		2
	Compressor Operators x 1		1
	Ditching & Backfilling Labor x 20 (0.5 mark each)		10
4	Office Facility		
	Office Setup along with staff	5	3
	Computer with Printer & Internet Facility		2
5	Construction Equipment Including Related Facility/ Availability		
	Digging Tools like Spade, Shovel & Pickaxe etc.(10 sets) (0.25 marks for each set)	25	3
	Compaction tools (01 set)		3
	Road Breaker Equipment's (Jack Hammer) x 2 (1 mark each)		2
	Dewatering Pump (minimum 2 inch)		2
	Air Compressor for Jackhammer use x1		2
	Asphalt Cutter x 2 (1 mark each)		2
	Sand Blasting Tools (Hopper Tank Set) x 1		2
	Single / Double Cabin Vehicle x 2(1 marks each)		2
	Crain Mounted Truck 'or equivalent' for loading / unloading of line pipe and lowering of welded segment in excavated trenches x 1		2
	Generator 5 KVA x 1		1
	Safety Sign Boards and PPEs		2
	First Aid Kits & Active Fire Extinguishers		2



Muhammad Kashif Siddiqui
Chief Engineer
Coordinator To SGM
Distribution SBU-US/B
Sul Southern Gas Co. Ltd.

c. Financial Stability

Sr. #	Description	Score	
		Max: Marks	Allocated Marks
6	Annual Turn-Over For Last 3 Years: PKR	10	
	30 Million and above		10
	15 Million to 30 Million		8
	5 Million to 15 Million		5
7	Liquid Assets in shape Cash / OD	5	
	5 million and above		5
	3 Million to 5 Million		3
	1 Million to 3 Million		2
Total =		100	

Note:

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

4. HSE/QA Compliance

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




Muhammad Kashif Siddiqui
 Chief Engineer
 Coordinator To SGM
 Distribution SBU-US/B
 Sui Southern Gas Co. Ltd.



[Handwritten signature]

2. Form B-02

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

[illegible]

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



فیس

3. Form B-03

QUALIFICATION & EXPERTISE OF CONTRACTOR'S TEAM PROPOSED FOR THE
ASSIGNMENT

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

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

Signature: _____

Dated: _____

Note:

1. Please fill one form for each employee as above. Additional experience information may be attached with the form.
2. An affidavit on stamp paper of Rs. 20 stating that the copies of certificates attached of key staff are genuine and will be responsible for any discrepancies arising later on.
3. All the above information provided shall be supported with documentary evidence; otherwise no marks will be awarded.



4. Form B-04

INFORMATION FORM

1. Name of Contractor
 - Address
 - Telephone No (s)
 - Fax number
 - E-mail
2. Description of firm (Ownership / Organization)
Attach copy of certificate of registration
3. Experience (Number of Years)
4. Experience of the firm (on appended B-3 form) during the past five (5) years.
5. Organization chart showing contractor structure.
6. Additional information

Yours truly,

Name of Authorized Representative:

Position:

Date:

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

A handwritten signature in black ink, appearing to be "S. Khan", is written above the official stamp.

5. Form B-05

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

[NAME OF THE FIRM]

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

Note:

- i) One form for each assignment.
- ii) All the above information provided shall be supported with documentary evidence; otherwise no marks will be awarded.



6. Form B-06

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

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

Signature of Contractor: _____

Name of Contractor: _____

Contractor's Name & Stamp: _____

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



7. Form B-07

UNDERTAKING FOR OWNERSHIP OF EQUIPEMENT

Tender Enquiry No. SSGC /

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

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

S. No.	Description	Qty	Year of Manufacture	Owned or Leased	Capacity	Present Location	Marks
1	Digging Tools like Spade, Shovel & Pickaxe etc						
2	Compaction tools 01 set						
3	Road Breaker Equipment's (Jack Hammer) x 2 (1 mark each)						
4	Dewatering Pump (minimum 2 inch)						
5	Air Compressor for Jackhammer use x1						
6	Asphalt Cutter x 2 (1 mark each)						
7	Sand Blasting Tools (Hopper Tank Set) x 1						
8	Single / Double Cabin Vehicle x 10						
9	Crain Mounted Truck 'or equivalent' for loading / unloading of line pipe and lowering of welded segment in excavated trenches x 1						
10	Generator 5 KVA x 1						

Signature of Contractor: _____

Name of Contractor: _____

Contractor's Name & Stamp: _____

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



UNDERTAKING FOR SCHEDULE AND TIME LINE

Tender Enquiry No. SSGC /

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

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

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

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

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

Signature of contractor _____

Name of contractor _____

Contractor's name and stamp _____

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




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.



- 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 & spirit 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.
- Purchase order No. & date
 - Items
 - Quantity
 - Price
 - Invoice value
 - Point of delivery
 - Delivery challan indicating delivery date, etc.
 - Supplier(s) are required to submit signed and stamp acknowledgement slip, Sales Tax return,



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

23. 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.

24. Bidders can quote their rates on both i.e. Schedule of Requirement/Bid Form as well as Bill of Quantity (BoQ)
25. 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.
26. Company reserve the right to award the Purchase Order /LOI to most advantageous bidder.
27. 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).
28. 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.
29. 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.
30. **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.
31. 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.
32. 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.
33. 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



34. 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.
35. 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.
36. 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.

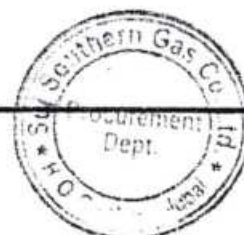


SECTION - **General Terms & Conditions****1. Definitions and Interpretation:**

1.1

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

- a) **Company** means the Sui Southern Gas Company Limited; a Company registered under statutes of Pakistan and includes any successors-in-interest or assignees.
- b) **Engineer** means the Engineer(s) nominated by the Company to look after and supervise the Work.
- c) **Representative of the Company** means a duly authorized person appointed by the Company or as specified in the "Special Conditions of the Contract" to perform the assigned duties.
- d) **Bidder** means any person or persons, firm or company bidding for the Work.
- e) **Contractor** means the persons, firm or company whose Tender (as hereinafter defined) has been accepted by the Company and includes the Contractor's representatives, sub-Contractors, successors and permitted assignees (Prior to the execution of the Contract the word "Contractor" also means a Tenderer or Bidder submitting a proposal in accordance with the Tender Documents).
- f) **Agent or Representative** means person(s) appointed by the Contractor to perform duties as set forth in the Contract.
- g) **Laborers/Workmen** means such laborers/workmen and staff as may be employed by the Contractor for purpose of carrying out the Work.
- h) **Sub Contractor** means any firm or person having a direct Contract with the Contractor. Nothing contained herein however, shall be deemed or be construed to impose upon the Company, any obligation, liability or duty to a sub-contractor or to create any contractual relation between any sub-contractor and the Company.
- i) **Work** means whole of the Works / Services or part thereof to be executed in accordance with Tender / Contract documents, whether temporary or permanent and whether original, altered substituted or additional.
- j) **Contract Documents** shall consist of duly executed Articles of Agreement, the Tender Documents and the Tender submitted by the successful Bidder including modifications thereto incorporated in the documents before and after the execution of the Contract.
- k) **Contract Price/Value** means the sum named in Schedule of (SOR) / BOQ subject to additions thereto or deductions there from as may be made under the provisions hereinafter contained.
- l) **Plant** means all machineries, equipment, materials, appliances or things of whatsoever nature required in or about the execution, completion or maintenance of the Work, but does not include such equipment, materials, appliances or things intended to form part of the permanent Work.
- m) **Temporary Works** means all temporary works of every kind required in or about the execution, completion or maintenance of the Work.
- n) **Drawings** means the drawings referred to in the Contract documents and any modification of such drawings.
- o) **Location** means the land and other places on, under in or through which the Work is to be executed or carried out and other lands or places provided by the Company for the purpose of the Contract.
- p) **Approved/Approval** means approved/approval in writing by Company's representative or as specified in "Special Conditions of Contract".
- q) **Tender/Bid** means the offer tendered by the Bidder for the Work governed by the Contract.
- r) When the terms Acceptable, Satisfactory, Proper, or other such general qualifying terms are used in the Contract, it shall be understood that reference is made to be sole ruling and the sole judgment of the Company.
- s) The Word Equivalent or Equal where used in these documents in the general sense shall not mean Similar but shall mean "Conforming to, Like, of Kind/Quality and Function". "Proprietary Items" and "Trade Names" are used for the purposes of establishing a standard of "Kind, Quality and Function" and "Equipment" items, articles, things or materials will be approved, if held to be "Equivalent" by the Company.
- t) **Approved Banker** wherever occurring in this Contract shall mean a Scheduled Commercial Bank operating in Karachi and acceptable to the Company.



- u) **Specification(s)** means the standard codes of practice and other specifications issued with the Tender and any notification such as specifications approved in writing by the Company and other specifications as may from time to time be furnished or approved in writing by the Company.
- v) **Month** means calendar month of the Christian era.
- w) **Time Schedule** is a graphical illustration of the time span of various Work activities defining starting and completion dates.
- x) **Bonds** mean Bid Bond, Performance Bond or Bank Guarantee and other instruments of security furnished by the Bidder of his surety in accordance with the Tender/Contract.
- y) **Completion Date** means the date on which the Work has been completed in accordance with the Contract so that it can be utilized for intended purpose.
- z) **Day** means a day of 24 hours mid night to mid night.
- aa) **Completion Period** means the time allowed for the execution of the Work.

- 1.2 Words importing the singular only also include the plural and vice-versa where the Contract so requires.
- 1.3 The marginal headings or notes in these Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.
- 1.4 If there is any conflict between the Special Conditions and the General Conditions, the Special Conditions shall modify, supplement and supersede the General Conditions.

2. **Examination:**

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

3. **Conflict between Drawings/Specifications/SOR:**

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

4. **Additions, Deletions:**

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

5. **Schedule of Requirement:**

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

6. **Rate:**

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

7. **Escalation:**

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

8. **Validity:**

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

9. **Bid Bond (Earnest Money):**

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

The Bid Bond shall remain valid for a period of 150 days from the date of Bid opening. Bid Bonds of the unsuccessful Bidders shall be returned as soon as practicable, The successful Bidder's Bid Bond shall 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 FWBOS percent of the Contract value. Failure to furnish the performance Bond before execution of the Contract will entitle the Company to consider the Bidder as having abandoned the Contract and the forfeit the Bid Bond. The Performance Bond shall remain valid till after three (03) month of completion of the work.

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

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

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

11. Retention Money:

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

12. Completion Period:

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

13. Signing / Execution of Contract / Agreement:

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

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



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

14. **Award / Evaluation Criteria:**

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

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

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

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

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

16. **Change in Orders:**

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

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

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

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

17. **Assignment:**

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

18. **Termination of Contract:**

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

(i) **Termination for Default:**

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

- (a) If the Contractor / Consultant fails to complete the contracted Works / Services within the time period(s) specified in the Contract or any extension thereof granted by the Company.
- (b) If the Contractor / Consultant fails to perform any other obligation(s) under the Contract.
- (c) If the Company during the completion period of the Contract has reason to believe that the Contractor / Consultant will not be able to fulfill the obligations under the Contract.

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

(ii) **Termination for Insolvency:**

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



(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 overcome.

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 indemnify 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.



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 below:

- 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 submissions) 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.





SSGC

FINANCIAL **PROPOSAL**



SECTION-VI

TENDER FORM

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

Sui Southern Gas Company Limited

**Request For Tendering Scheme Request For Tendering Scheme Replacement of 2" Ø
& 1" Ø Distribution Mains Pipeline with 125mm and 63mm Pipelines @ Ayub Nagar,
Mirpurkhas City, Distract Mirpurkhas**

Job No. 08263011 (Mains)

Job No. 02263011 (Services)

Dear Sir

1. Having examined the Site, Drawings, Conditions of Contract, Scope of Work and Bill of Quantities for the subject Work, I/We, the undersigned offer to undertake, complete and maintain the whole of the said Work in conformity with the contract terms the unit rates given.
2. I/We undertake, if my/our tender is accepted, to commence the Work within specified time after receipt of the letter of intent/letter to proceed/signing of contract, and to complete and deliver the whole of the Work contained in the contract within the period specified in the tender document.
3. If my/our tender is accepted, I/We shall provide an irrevocable bank guarantee of a Scheduled Bank (acceptable to the Company) to be jointly or severally bound with me/us in a sum specified hereunder and in Annexure II for the due performance of the contract.
4. I/We agree to abide by this tender for the period of 90 days from the date fixed for opening the same and it shall remain binding upon me/us and may be accepted at any time before the expiration of this period.
5. I/We agree to execute the Work in a manner satisfactory to the Company whose decision shall be final and without appeal on work methods, specifications, and quality of materials, equipment and workmanship.
6. I/We agree to supervise and furnish adequate engineering and supervisory staff, labour force, tools, plants, machinery and finances to perform the Work in time as specified in the agreed Time Schedule to ensure that all will be done in accordance with accepted international engineering standards.
7. Unless and until a formal agreement is prepared and executed, this tender together with the Company's written acceptance shall constitute a binding contract between us.
8. I/We understand that the Company is not bound to accept the lowest or any tender received without assigning any reasons.
9. For ease of reference certain information and special stipulations applicable to the contract within the subject of the tender are set forth herewith:



- a. Name of the Company : Sui Southern Gas Company Limited
- b. Name of Work : REQUEST FOR TENDERING SCHEME
REPLACEMENT OF 2" Ø & 1" Ø
DISTRIBUTION MAINS PIPELINE WITH
125MM AND 63MM PIPELINES @ AYUB
NAGAR, MIRPURKHAS CITY, DISTRICT
MIRPURKHAS
Job No. 08263011 (Mains)
Job No. 02263011 (Services)
- c. Amount of Bid : Rs. _____
(To be filled in by the Bidder)
- d. Earnest Money : Total quoted bid value.
- e. Retention Money : **Five (5%) Percent** of all payments made to
the Contractor.
- f. Date of award of Work : Date of acknowledgement of Letter of Intent
(LOI) by the Contractor.
- g. Mobilization Period : **Two (02) weeks** from the date of issuance of
Letter to Proceed
- h. Value of Performance Bond : **Five (5%) Percent** of the Contract / Bid
Value.
- i. Completion Period : **06 Months** from the date of issuance of
Letter to Proceed it will be issued within 02
week after submission of documents by the
bidder as mentioned in the Letter of Intent
including 02 week mobilization period and
on availability of material and RCP.
- j. Mode of Payment : As per para-11, Section-II, "Special
Conditions" of Tender Enquiry.
- k. Maintenance Period : **06 months** from the date of completion.
- l. Liquidated Damages : **0.1% percent** of contract value for each day
of delay subject to a maximum of 10%.

In the name of _____

Dated this _____ day of _____ 2024-25.

Signature _____ in _____ the _____ capacity
of _____
Duly authorized to sign the tender for and on behalf of

Witness

Signature: _____

Name : _____



BILLS OF QUANTITIES

SECTION-VII

Excavation Of Trial Pit (S) / Excavation Of Trench (S) Laying of P.E Pipelines / Soft Padding & Sand Cushioning / Caution Tape / Repair & Maintenance of Underground Utilities, Dewatering, Bush Cutting, Laying Of Bricks / Supply of Labour For Allied Activities, Proper Backfilling of Trench (S) and Removal of Garbage / Debris From Job Site & Heat Shrink Sleeving Joints, Sand Blasting.

Request For Tendering Scheme Replacement of 2" Ø & 1" Ø Distribution Mains Pipeline with 125mm and 63mm

Pipelines @ Ayub Nagar, Mirpurkhas City, Distract Mirpurkhas

Job No. 08263011 (Mains) , Job No. 02263011 (Services)

Item No.	Description	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
PART (A) Job No. 08263011 (Mains)					
1	Providing all labour, equipments, machinery & tools for excavation of trenches for laying of 125mm & 63mm P.E gas pipeline as per specification with following activities: A. Trial Pits Trial pit (s) of size (2'x 6') upto 4' to 6' depth for selecting of pipeline route and locating of underground utilities to finalize the route by proper demarcation at 30 metres interval than backfill. B. Bush Cutting Provide labour for bush cutting from pipe line route. C- Excavation of Trench (S) (i) Trench (S) size 2' wide & 4' deep for 125 mm P.E pipeline in different soil condition. (ii) Trench (S) size 1.5' wide & 3.5' deep for 63mm P.E pipeline in different soil condition. D- Shifting of pipe (i) Shift pipe from dump to excavation Site manual / trolley. E- Stringing of pipeline (i) Provide Gunny Bags, labour will fill with soft soil, along the excavated trench or wooden skids F- Trench Cleaning & De Watering: (i) Provide Labour to clean trench & remove hard partical before lowering of pipe. (ii) Also arrange & provide dewatering pump to clear trench. I- Lowering of Pipe: (i) Provide Labour for lowering of pipe. (ii) For Bigger Dia pipe, will arrange labour & Crain/Machine for lowering of pipe in trench (S). G- Soft Padding: (i) Supply & cushioning of soft soil / River sand (Free from Hard Particles), in excavated trench (S) 6" around the gas pipe line. K- Bricks Laying: (i) Providing "A" Quality Bricks size 9"x4,"5x"3 & fix in trench by labor (9" Bricks in meter) & laying of caution tape over Bricks. L- Repair Utility & Maintenance: (i) Repair underground utility and maintenance, damaged during physical excavation, restore utility with entire satisfaction of customer residents of area. M- Air Testing: (i) Provide Labour for pits, if Leakage found for rectification, pits for fix joints. (ii) Pits for pigging, test points for recorder, tracing pits for existing gas line for commissioning purging new segment before commission. N- Garbage / Debris Removal: Arrange removal of extra Garbage/ Debris to clear the site. O. Extra depth and Width will be required if underground utilities are encountered along the route for which no extra payment will be made. P. After laying of pipe line proper backfilling and compaction of excavated trench (S) and crowning where indeed. Q. Care taker for pipe dump at site up to completion of job. R. Camp for machinery pipe dump, welding team etc, up to completion of job. S. Shift pipe from dump to excavation site. T. Testing- pigging new laid network prepared for Hookup & Commission installation TBS/PRS. U. Heat Shrink, including salica sand, LPG, applicator.	Meters	125mm = 100 Meters Hard & Metaled Soil 63mm = 750 Meters Hard & Metaled Soil		
PART (B) Job No. 02263011 (Services)					
2	Services Line Installation (Average Length of Services Line = 6 Meter)	Nos.	163		
3	Shifting, Meter Connection Dismantaling and Re- Installation & House Line (As Per Approved Sketch)	Nos.	179		
4	Bricks Laying (Subject to Actual)	Meters	571		
5	Dialn/ Nali Repair (Subject to Actual)	Lum Sum	163 x 30%		
				Total (Rs)	



Depth Head
Sign of shop
required

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

BID BOND FORMAT

Sui 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 withdrawal of the aforesaid Bid by the Bidder before the end of the period specified in the Bid after the opening of the same for the validity thereof, or if no such period to be specified within 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 of 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



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 damages 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 _____.



DECLARATION FORM

(FORMAT OF DECLARATION)

M/s. _____ [the Seller/Supplier] hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from Sui Southern Gas Company Limited or any administrative subdivision or agency thereof or any other entity owned or controlled by Sui Southern Gas Company Limited (SSGCL) through any corrupt business practice.

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

[The Seller/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 SSGCL and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

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

SIGNATURE & STAMP

NOTE

1. The above declaration is to be furnished along with the bid on letter head, for bid(s) amounting to total bid value of Rs. 10,000,000/- (Ten million) or above.
2. Please note that submitting the declaration is a mandatory requirement.



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.



- 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

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

Signature : _____

Signature : _____

Name : _____

Name : _____

In the presence of :

Signature : _____

Signature : _____

Name : _____

Name : _____

Signature : _____

Name : _____



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)



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.

ANNEXURE: I

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts.

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

1	2	3	4	5	6	7	8	9	10
Name	Legal form (Company/Limited Liability Partnership /Association of Persons/Single Member Company/Partnership Firm/Trusted/Any other Individual, Body Corporate (to be Specified)	Date of Incorporation / Registration	Name of Registering Authority	Business Address	Country	Email Address	Percentage of shareholding control or interest of BO in the Legal Person or Legal Arrangement	Percentage of shareholding, Control or Interest of Legal Person or Legal Arrangement in the Company	Identity of Natural Person who Ultimately owns or Controls the Legal Person or Arrangement

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



Part II

THE GAZETTE OF PAKISTAN, EXTRA., MAY 14, 2022 I

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 Nationally	Any other Nationality lies)	Occupation	Residenti ally address in full of the registered / principle office address for a subscribe rs other that natural Person	Numbers of shares taken by cash subscribers (in figures and words
			Total numbers of shares taken (in figures and words)				

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

Name and signature

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



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 COMPANY LIMITED
PROCUREMENT DEPARTMENT

BLACKLISTING MECHANISM
(REVISION-1)

1 BACKGROUND

In pursuance of Rule-19 of Public Procurement Rules, 2004 read with Rule-2(f) (fa) and the criteria for Blacklisting of Suppliers and Contractors / Consultants doing business with the SSGCs is reiterated hereafter to eliminate unfair trade practices.

2 SCOPE

The procedure shall be applicable and remain in force, along with any amendments thereto, within Sui Southern Gas Company Limited ("SSGC") until any clear instructions or guidelines are impacted by the Government through Public Procurement Regulation Authority (PPRA), Pakistan Engineering Council (PEC), or any other competent forum. The procedure shall also be applicable on the pre-qualified firms. The procedure shall be applicable on any "Person(s) / Firm(s)", which for the purposes of this Mechanism shall inter alia include suppliers, bidders, contractors, consultants, firms, individuals, and organizations transacting business with SSGC. Wherever any provision of this Mechanism shall be in conflict with provisions of any applicable guidelines of donor agencies, or any other applicable Statute / Law or Rule enforced at the time in Pakistan, the provisions of such applicable guidelines, laws, or rules shall prevail. This SOP shall become a part of the future Bidding Documents.

3 DEFINITION OF TERMS

- 3.1 "Appellate Authority" - Authority to Appeal against issuance of Blacklisting Order.
- 3.2 "Appeal" - Right of firm/individual to lodge protest against the issuance of Blacklisting Order.
- 3.3 "Procuring Agency" - Any department/division/factory/project exercising general and/or administrative control over the unit.
- 3.4 "Blacklisting Order" - An administrative penalty disqualifying a firm/individual from participating in procurement for a given period.
- 3.5 "Suspension" - The administrative penalty imposed for infractions committed during the competitive bidding stage, whereby such firms/individuals are prohibited from further participation in the bidding process of Procuring Agency.
- 3.6 "Contract Implementation" - A process of undertaking a project or contract in accordance with the contract documents.
- 3.7 "Termination of Contract" - Extinction of contract by reason or resolution or rescission under applicable rules/regulations/laws arising from the default of the firms/individuals.
- 3.8 "Delist" - Removal of supplier/contractor from blacklisting.
- 3.9 "PA-Project Authority" - A three-member committee comprising of User, HSE&QA & Procurement Deptt. to address the issue.
- 3.10 RPC-SSG's Rights Protection Committee - To examine the justification of PC.

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4. REASONS FOR BLACKLISTING

- 4.1 The following shall comprise the broad multilateral guidelines for blacklisting:
- 4.1.1 "Corrupt Practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - 4.1.2 "Fraudulent Practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - 4.1.3 "Collusive Practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish bid price at artificial, non-competitive levels, and
 - 4.1.4 "Coercive Practice" means harming or threatening to harm, directly or indirectly, Person(s) / Firm(s) or their property to influence their participation in the procurement process or affect the execution of a contract.
- 4.2 In addition to above, blacklisting of firms/individuals may be resorted to when the charges are of serious nature, which include but are not limited to the following:

4.2.1 Competitive Bidding Stage

During the competitive bidding stage, the Procuring Agency shall impose on bidders or prospective bidders the penalty of Suspension from participating in the public bidding process, without prejudice to the imposition of additional administrative sanctions as the internal rules of the agency may provide and/or further criminal prosecution, as provided by applicable laws, for violations committed which include but are not limited to the following:

- i. Submission of eligibility requirements containing false information or falsified documents.
- ii. Submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding.
- iii. Submission of unauthorized or fake documents for pre-qualification/ tendering i.e. without specific authorization from the principals/ manufacturers etc.
- iv. Failure of the firm to provide authentic Warranty Undertaking and Performa Invoice of the manufacturers / Principal / Trading house.
- v. Failure of the firm to submit specific authority letter of the Original Equipment Manufacturer (OEM) for participation in a particular tender;
- vi. Unauthorized use of one's name, or using the name of the name of another for purpose of public bidding.
- vii. Deviations from specifications and terms & conditions of the purchase order/contract.
- viii. Withdrawal of a bid, or refusal to accept an award or refusal to perform the job or enter into contract with the government without justifiable cause, after he had been adjudged as having submitted the Lowest Calculated Responsive Bid or Highest Rated Responsive Bid.
- ix. Refusal or failure to post the required performance security within the prescribed time.
- x. Refusal to clarify or validate in writing its Bid during post qualification within a period of seven (7) working days, or as may be specifically prescribed, from receipt of the request for clarification.



- xi. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor.
- xii. Any attempt to give illegal gratification to any representative of the purchaser to influence the process of procurement.

In addition to the penalty of suspension, the bid security posted by the concerned bidder or prospective bidder could also be forfeited / encashed.

4.2.2 Purchase Order / Contract Implementation Stage

During the Purchase Order / Contract implementation stage, the procuring entity shall impose on contractors after the termination of the contract the penalty of suspension from participating in the public bidding process, without prejudice to the imposition of additional administrative sanctions as the internal rules of the agency may provide and/or further criminal prosecution, as provided by applicable laws, for violations committed which include but are not limited to the following:

- i. Failure of the contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period in the Letter to Proceed.
- ii. Failure by the contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the contractor to comply with any written lawful instruction of the Procuring Agency or its representative(s) pursuant to the implementation of the contract. For the procurement of infrastructure projects or consultancy contracts, lawful instructions include but are not limited to the following:
 - a. Employment of competent technical Person(s) / Firm(s)nel, competent engineers and/or work supervisors;
 - b. Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
 - c. Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;
 - d. Deployment of committed equipment, facilities, support staff and manpower; and
 - e. Renewal of the effectivity dates of the performance security after its expiration during the course of contract implementation.
 - f. Non-Performance of the supplier in respect of tender terms & conditions and the delivery / supply of material.
- iii. Assignment and subcontracting of the contract or any part thereof or substitution of key Person(s) / Firm(s)nel named in the proposal without prior written approval by the Procuring Agency.
- iv. For the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier or distributor arising from his fault or negligence and/or unsatisfactory or inferior quality of goods, as may be provided in the contract.
- v. For the procurement of consulting services, poor performance by the consultant of his services arising from his fault or negligence, any of the following acts by the consultant shall be construed as poor performance:
 - a. Defective design resulting in substantial corrective works in design and/or construction;
 - b. Failure to deliver critical outputs due to consultant's fault or negligence;
 - c. Specifying materials which are inappropriate, substandard or way above acceptable standards;



- d. Allowing defective workmanship or works by the contractor being supervised by the consultant; and
 - e. Submitting CV's of key Person(s) / Firm(s) in the prequalifying process or bid documents of professionals that are not in actual employment of the bidder.
- vi. For the procurement of infrastructure projects, poor performance by the contractor or unsatisfactory quality and/or progress of works arising from his fault or negligence.
 - vii. Willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.

In addition to the penalty of suspension, the performance security posted by the contractor could also be forfeited.

4.2.3 In addition to above, other grounds for blacklisting of firms/individuals include but are not limited to the following:

- i. Obtaining fraudulent payments;
- ii. Obtaining contracts by misleading the purchaser;
- iii. Refusal to pay SSGC dues etc.;
- iv. Failure to fulfill contractual obligations;
- v. Changes in the status of firm's ownership/partnership etc. causing dissolution of the firm which existed at the time of inspection / bidding prior to original registration of the firm;
- vi. Registration of a firm with a new name by the Proprietor or family or a nominee thereof of a firm that has been already blacklisted;
- vii. Consequential operational damages caused to SSGC equipment or infrastructure as a result of equipment or parts thereof supplied on trial basis or due to failure of such equipment;
- viii. Contractors who have negotiated Plea Bargain under the National Accountability Ordinance 1999, or contractors involved with any other criminal proceedings conducted by any investigation agency where default has been proved specifically in relation to supplies made to or contracts concluded with SSGC.
- ix. Involved in litigation or needless petitioning to influence or obstruct the procurement process either on his own behalf or at the behest of any other vested interest;
- x. A firm may be disqualified for a period extendable to two years in case a decision by a court is awarded against the said firm after litigation, or where the firm is involved in litigation at least three times during two financial years, or where a firm has on account of litigation caused substantial financial losses to SSGC;
- xi. Blacklisted by other Federal and Provincial Government Ministries / Divisions / Departments and organizations / autonomous bodies subordinate thereto; and
- xii. Blacklisting in case of Joint Venture firms will also result in termination of the concerned Joint Ventures Partners.

5. SYSTEM OF PENALTIES

For the purpose of uniformity, following system of penalties shall be adopted for procurement of goods, works and services:

- 5.1 Blacklisted and henceforth cross debarred for participation in any public procurement or disposal proceedings for the period of not more than ten years, if corrupt and fraudulent



practice as defined in these rules is established against the bidder or the bidders in pursuance of blacklisting proceedings;

- 5.2 blacklisted and henceforth cross debarred for participation in respective category of public procurement or disposal proceedings for a period of not more than three years, if the bidder fails to perform his contractual obligations during the execution of contract or breaches the contract due to his capacity and capability to perform or otherwise. However, procuring agency shall initiate such blacklisting or debarment proceedings after exhausting the forum of arbitration, provided that such provision exists in the conditions of contract, and if such failure or breach is covered in the respective dispute settlement clauses of the contract, and
- 5.3 blacklisted and henceforth cross debarred for participation in respective category of public procurement or disposal proceedings for a period of not more than six months, if the bidder fails to abide with a bid securing declaration, however without being indulged in any corrupt and fraudulent practice.

6. SUSPENSION AND BLACKLISTING PROCEDURE

1. The supplier or contractor who is to be blacklisted for a specified period is given adequate opportunity of being heard.
2. The supplier or contractor who is to be blacklisted for a specified period is called for meeting by providing adequate time, so as to given him adequate opportunity of being heard before taking any action.
3. In case the supplier or contractor does not attend the meeting on the given date and time a final notice is served to him / her to attend the meeting on the revised date and time. Despite the final notice, if the supplier or contractor does not attend the meeting as per schedule, automatically be considered at fault. Action will be taken as per below clauses 5 to 9.
4. A three-member committee will form comprising of User, Procurement and HSE&QA departments to address the issues in the meeting with the supplier or contractor. Members of committee may not below of grade IV.
5. In case the supplier or contractor is found at default based on the fact of the case as well as the tender terms and conditions, and do not justify the grounds of his default as per the tender terms and conditions, the approval is sought from the management for their temporary or permean blacklisting alongwith encashment of bid bond or PBG as the case may be.
6. The decision of the management is communicated to the defaulted supplier or contractor through a formal letter.
7. A copy of the letter of the defaulted supplier / contractor alongwith covering letter with pertinent documents is / also forwarded to the Authority (PPRA) for uploading on PPRA website.
8. The blacklisting information of the supplier / contractor is uploaded on the websites.

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9. Any bidder not satisfied with the decision of the procuring agency, may lodge an appeal in the relevant court of jurisdiction.
10. After coming into force the procurement contracts, the dispute between the parties to the contract shall be settled by arbitration.

7. STATUS OF BLACKLISTED FIRM/INDIVIDUAL

Blacklisting of a firm/individual will not affect other ongoing contracts/works/supply orders. However, such blacklisted firm shall stand barred from all future tender processes/participation and Standing Security, if any, could be confiscated until recovery of financial damages ascertained by the authority while issuing Blacklisting Order.

8. DELISTING

A temporary blacklisted firm / individual shall be automatically restored after the period for the penalty has elapsed, unless the procuring agency wants to maintain the blacklisted status of firm / individual due to justifiable reasons with the prior approval of Appellate Authority. In the latter case, the temporary blacklisted firm / individual shall be restored.

9. AMENDMENTS

- 9.1 In the implementation of Blacklisting Mechanism, the modifications may be introduced thereto through the amendment of its specific provisions as the need arises.
- 9.2 Any amendment to this Blacklisting Mechanism shall be applicable to tenders advertised for bid after the effectivity of the said amendment.

10. EFFECTIVITY

The Blacklisting Mechanism or any amendments thereof shall take effect immediately and from the date of its issuance. All future tender documents must be governed by these instructions. However, these cannot override the provisions of Public Procurement Rules, 2004.

11. The Steps to be Followed are As Under

The causes and reasons to be taken into consideration for Debarment / Blacklisting of any Person(s) / Firm(s) are given as under:

1. PRE-AWARD STAGE:

The following shall be considered, inter alia, the events / reasons for initiating proceedings under this Mechanism at the Pre-Award Stage:

- i Indulging in Corrupt: Fraudulent as well as Collusive practices.
- ii Submission of false and spurious documents, making false statements, making frivolous complaints and allegations to gain undue advantage.



- iii Commission of embezzlement, criminal breach of trust, theft, cheating, forgery, bribery, falsification or destruction of records, receiving stolen property, false use of trademark, securing fraudulent registration, giving false evidence, furnishing of false information of serious nature.
- iv Submission of false bid security or infringement of documents to get undue monetary or any other benefit.
- v Breach of confidentiality of evaluation process based on illegal access or in any way to get undue benefit or to provide benefit or to frustrate the bidding/evaluation process. This will also include attempts to sabotage the bidding process directly or indirectly.

2. POST- AWARD STAGE:

The following shall be considered, interalia, the events / reasons for initiating proceedings under this Mechanism at the Post-Award Stage:-

- i. Extraordinary delay in signing or refusal to accept the Notification of Award and/or the contract without any cogent reason.
- ii. Misconduct, i.e., failure to proceed with the signed contract, withdrawal of commitments, quoting an unreasonably and unfairly low financial offer and subsequently withdrawing such an offer, frustrating the evaluation/bidding process and not responding to written communication in a reasonable time.
- iii. Causes mentioned in Sub-Clauses i, ii and iii above.
- iv. Submission of fake / frivolous or mutilated Performance Guarantee or Advance Payment Guarantee etc.
- v. Non-satisfactory performance during the execution of the contract / purchase order.
- vi. Non-performance or Breach of provisions / clauses of the contract agreements/tender terms.
- vii. Notwithstanding the warranty/defect liability period, any defect in a product, equipment, plant, facility or services rendered that may subsequently surface during field operations within 5 years of its commissioning.
- viii. Failure to honour obligations within warranty period or defect liability period as defined in the contract.

3. OTHER CAUSES :

- i. The Person(s) / Firm(s) is blacklisted by any Government department in Pakistan, or it is established that the firm is involved in any kind of corruption or corrupt practices anywhere in the world.
- ii. Violations of provisions / instructions set down in the Bidding Documents.

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- iii. Any attempt / activity to malign or bring SSGC into disrepute and harm its interest(s).
- iv. Person(s) / Firm(s)(s) blacklisted by International Financial Institutions (donor agencies) will be liable to be blacklisted after receipt of confirmation from the donor agencies without any further proceeding.
- v. Any other cause deemed just and appropriate by CPPA in the given circumstances.

Note: (1) If above mentioned causes occur either on part of the principal bidder or the local agent, both shall be considered for blacklisting / debarment.

- (2) The authorization of the foreign bidder to local agent shall contain his complete particulars including the name of the company, name of the owner, National Tax number (NTN), CNIC (Computerized National Identity Card) No. etc. In case, the said information is found to be missing, even after calling for the same within a reasonable time, the authority letter shall not be accepted.
 - (3) The Bidding Documents shall be issued against original authority letter or in case of scanned copy, the email of the foreign bidder shall be enclosed. However, at the time of bidding, the original authority letter shall be attached with the bid. In the absence of the same, the bid shall be rejected.
4. FORMULATION of SSGC's Rights Protection Committee: A permanent Committee namely "SSGC's Rights Protection Committee (RPC or Committee)" shall examine the justification of the reasons given by the Project Authority prior to blacklisting. Member of RPC must be one grade up from the members of PA.

5. PROCEDURE FOR BLACKLISTING

Upon receipt of or obtaining information and/or knowledge that any Person(s) / Firm(s)(s) is involved in practices mentioned in hereinabove under the heading of Pre-Award Stage; Post-Award Stage and Other Causes, the concerned Project Authority / formation shall promptly formulate its recommendations and submit through the Managing Director, SSGC to SSGC's RPC / Committee along with its findings, details of charges and documentary evidences to initiate proceedings under this Mechanism.

6. INITIATION OF AN ACTION

- (i) Within a period of 15 days after receiving the recommendations of Blacklisting / Debarment from the concerned Project Authority, the Convener of the Committee shall issue a Show Cause Notice ("Notice") thereby informing the Person(s) / Firm(s) about the alleged charges and shall provide an opportunity to the defend said charges within a time period of 15 (fifteen) days.
- (ii) The Person(s) / Firm(s)(s) shall be accorded adequate opportunity of hearing in order to defend the charges within the given timelines.
- (iii) The Notice to the Person(s) / Firm(s) shall be sent at the mailing/postal address as provided under the Contract or any other address provided by way of subsequent written communication by the Person(s) / Firm(s) The non-receipt of the Notice due to incorrect / change in mailing address without any written communication shall not be attributable to

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SSGC. In case of non-receipt of any reply from the accused Person(s) / Firm(s) within the formulated time, but not less than the time given in (i) above, the Committee shall have the right to proceed on Ex-parte basis.

7. DECISION

The committee shall hold an independent inquiry/investigation as the case may be, and, which may include site visits and interviews with the parties concerned. The Committee shall complete the entire inquiry/investigation, preferably within a period of 30 days after receipt of response from the Person(s) / Firm(s) against whom proceedings under this Mechanism has been initiated and shall present the report to the Managing Director, SSGC. If required, the Committee may report the case to an appropriate law enforcement agency depending upon the nature of the case for detailed investigations with the prior approval of Managing Director, SSGC. iii. The Person(s) / Firm(s) against whom proceedings have been initiated under this Mechanism shall not proceed for arbitration/litigation during the proceedings for blacklisting.

8. COMMUNICATION OF DECISION

After recommendation for temporary & permanent blacklisting by "SSGC's Rights Protection Committee (RPC)", the Person(s) / Firm(s) concerned shall be informed within 10 days of such decision. The decision of the Committee will be notified on SSGC 's and PPRA's websites and shall also be conveyed to Pakistan Engineering Council.

The temporary Blacklisting on the grounds and reasons specified herein above shall be for a reasonable specified period of time and as a general rule of prudence, the period may not exceed three years, except in cases where debarment/blacklisting has been done by any other government department or an International Financial Institution (Donor Agency). In case the Person(s) / Firm(s) has been blacklisted by the government department or the International Financial

Institution (donor agency), the period of temporary blacklisting/debarment shall be for a maximum period of 3 years or the time period for which the concerned government department/International Financial Institution (Donor Agency) debarred the contractor (whichever is higher). However the permanent blacklisting cannot be revived.

Action after the Person(s) / Firm(s) are placed on Blacklisting List:

- i. The decision of blacklisting will be immediately circulated to all concerned as mentioned herein above under the heading Communication of Decision.
- ii. In case of a contract already awarded to a Person(s) / Firm(s) which has been blacklisted and termination is either not possible or not feasible, the concerned Project Authority may proceed in this case to complete the contract with the approval of Competent Authority. (iii) The blacklisted Person(s) / Firm(s) shall stand disqualified from bidding from the date of decision against them. Any pending bids shall also stand rejected. If a contract has already been awarded to Person(s) / Firm(s), it shall be voidable at the option of SSGC. (iv) A separate register or data base will be maintained for blacklisted firms indicating reasons and period.



9. Effectiveness

This Mechanism or any amendments thereof shall take effect immediately with the approval from Managing Director of Sui Southern Gas Company Limited.

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AFFIDAVIT OF COMPLIANCE WITH INTEGRATED MANAGEMENT SYSTEM (IMS) MANUAL

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 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. This affidavit is made in good faith and for the purpose of affirming our commitment to health, safety, and environmental standards in our operations and engagements with SSGC.

Signed at [City] this [day] of [month], [year].

Signature: _____
Name: [Full Name of Supplier Representative]
Designation: [Job Title]
Company Name: [Supplier Company Name]
Contact Details: [Phone, Email]

Witnessed by:

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

Witnessed by:

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



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
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 while there is no change in other Rules (income tax withholding Balochistan Sales Tax withholding; etc.)





سوی سدرن گیس کمپنی لمیٹڈ
پروکیورمنٹ ٹیپارٹمنٹ

تمام ٹھیکیداروں کے لئے معیاری ایڈوائزری
خدمات کی ادائیگی پر سندھ سیلز ٹیکس
(۱ جولائی ۲۰۲۲ سے نافذ العمل)

بس منظر

مطلع کیا جائے کہ:

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

2. مارچ 2024 سے جون 2024 تک، SSGC 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 کراتے ہیں۔

قانون میں ترمیم

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

سندھ سیلز ٹیکس ود ہولڈنگ کا نظرثانی شدہ طریقہ کار

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

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

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

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



