



**Sui Southern Gas  
Company Limited**

Ref: SSGC/SC/PT/EPADS/14075-Ext / 2025

Date 09 December 2025

## Extension # 1

### CIVIL WORKS HSE & QUALITY CONTRACTOR FOR CONSTRUCTION SUPERVISION OF 12" DIA. x 17 KM PIPELINE PROJECT FROM MVA DHADUR TO MVA GOKURT-BALUCHISTAN

Tender Enquiry No. SSGC/SC/PT/EPADS/14075

Dear Sir,

This refers to above mentioned tender enquiry, the bid submission / opening date has been extended up to "24 December 2025 at 1200 Hrs." instead of existing.

All other terms & conditions will remain unchanged.

Inconvenience caused is highly regretted please.

  
  
For General Manager (Procurement) 09/12/25



# Checklist for Bidders

Enquiry #: 14075

Opening Date: \_\_\_\_\_ Time: \_\_\_\_\_

M/s, \_\_\_\_\_ Phone No: \_\_\_\_\_

Please Ensure before submitting the bid, that following Information/ Documents have been submitted / providing along you bid Check ( ) appropriate box.

S. No.	Details of required information / documents	Yes	No
1.	Fixed Bid Bond as specified in Tender Document		
2.	Original Technical literature is enclosed, if any		
3.	Any change in your current address, Phone Fax no & Email etc intimated		
4.	Bid Validity as specified is mentioned		
5.	Delivery / Completion period has been specified.		
6.	All corrections/cutting/overwriting are signed & stamped		
7.	Sample (if necessary) is enclosed		
8.	Form- X Duly Signed & Stamped		
9.	Each & Every Page of the bidding documents shall be signed and stamped by the bidder.		
10.	Original Bid + One Copy is Submitted		

**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(I)/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



M/S. \_\_\_\_\_

## **Hiring of Third Party Contractor for Services**

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

**Under Single Stage Two Envelope Bidding Procedure**

**(Under the PPRA Rules 2004)**

Section - 1

**Tender Enquiry No. SSGC/SC/PT/EPADS/14075**

### **Invitation to Bid**

Sui Southern Gas Company Limited (SSGC) intends to carry out the work related to Hiring of Third Party Contractor for Services of HSE & Quality Contractor for Construction Supervision of 12" Dia. X 17 Km Pipeline Project From MVA Dhadur to MVA Gokurt-Balochistan (As per BOQ/Criteria/TOR)(Having Valid ISO 9001, OHSAS 18001/45001 and ISO 14001 Certifications or Equivalent) (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 Amounting Rs. 180,000 (One Hundred Eighty Thousand Only ) in the form of Pay order / Demand Draft in favor of Sui Southern Gas Company Limited. No bid shall be entertained without bid bond / earnest money.**

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

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

The Tender documents comprise the following:

#### **Technical Proposal**

Section – I	Invitation to Bid
Section – II	Instructions to Bidders
Section – III	Terms of Reference/Technical Evaluation Criteria / with Forms
Section – IV	Special Conditions of Tender Document
Section – V	General Terms & Conditions



# Sui Southern Gas Company Limited

## Financial Proposal

Section – VI	Bill of Quantities
Section – VII	Bid Bond Format/Performance Bond /Format of Declaration/Contract Form/Form X/Annexure I/ Form of Bid Securing Declaration
Section – VIII	Blacklisting Mechanism
Section – IX/X	Blacklisting Mechanism/Affidavit of Compliance with IMS Manual /SSTW-05/Drawing

Bids will be submitted online on EPADS Portal on or before **09 -12-2025** 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](http://www.ppra.org.net) ) & SSGC ( [www.ssgc.com.pk](http://www.ssgc.com.pk) ) websites respectively.**

  
\_\_\_\_\_  
For **General Manager (Procurement)**

  
20/11/25

**SECTION - II**

---

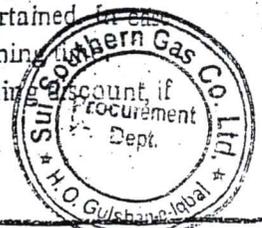
**INSTRUCTIONS TO BIDDERS**



## 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 envelops (bid bond will be enclosed with "Financial" bid unless and until specified separately in tender terms). "Technical" and "Financial" is to be mentioned on the top of the envelop. Technical offers will be opened and evaluated first. Financial offer of only technically complaint bidders will be opened at a later intimated date in presence of bidder's representative. Financial offers of technically non-complaint bidders will be returned un-opened along with their bid bond.
5. The Bid should be signed by a person having the authority for this purpose. In case of a bid submitted by a corporate entity, the same shall bear its seal and be duly signed by its secretary.
6. Bids shall be submitted strictly in accordance with the requirements of the Tender Documents and as per specifications.
7. Bid shall remain valid for acceptance for a period of (120) days from the date of public opening of the bids.
8. The Company shall not reimburse any expenses incurred in preparation of Bids.
9. The Bid and all subsequent correspondence shall be in the English language.
10. Payment for the Contracted Work / Services will be made in Pakistani Rupees only. The rates quoted by the Bidder shall therefore, be in Pakistani Rupees.
11. In case of any queries / clarification with regard to this Tender, the same may be forwarded to Procurement Department upto 5 days before the bid opening date, thereafter the request will not be considered.
12. The Company reserves the right to reject any or all Bids without assigning any reason and cancel the bidding process. Company also reserves the right to accept the whole or a part of Bid and does not bind itself to accept the lowest or any particular Bid.
13. In case of any conflict between the Special Terms & Conditions and elsewhere in the tender documents the Special Term & Conditions, will supersede & prevail.
14. Each and every page of the bid documents being submitted by the bidders shall be 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@ssec.com.pk](mailto:mmte@ssec.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. In case bid is sent through courier, the same shall be delivered at least half an hour before scheduled opening.
20. Price given in the Bid Form/BOQ is firm which shall take into account all relevant factors including discount if any. Discount / escalation given separately at the time of bid opening will not be considered.
21. The bidders are required to fill form SSTW-05 (if deemed required) and submit with the bid.





# Terms of Reference for Services of HSE & Quality Contractor for construction supervision of 12"φ × 17 km Pipeline Project from MVA Dhadur to MVA Gokurt- Balochistan

## 1. Purpose & Scope

The purpose and scope of this document is to establish special conditions, working guidelines and deliverables for HSE & Quality Contractor to facilitate construction supervision of 12"φ × 17 km pipeline in all respect.

## 2. Terms & Acronyms

Term/Acronym	Definition
HSE&QA	Health, Safety, Environment & Quality Assurance
IMS	Integrated Management System
OGRA	Oil & Gas Regulatory Authority
EPA	Environmental Protection Agency
SEPA	Sindh Environmental Protection Agency
PPE	Personal Protective Equipment
SOP	Standard Operating Procedure
WPS	Welding Procedure Specification
WQT	Welders Qualification Test
API	American Petroleum Institute
ASTM	American Society for Testing Materials

*Handwritten signature*



**Terms of Reference for Services of HSE & Quality Contractor for construction supervision of 12"φ × 17 km Pipeline Project from MVA Dhadur to MVA Gokurt- Balochistan**

ASME	American Society of Mechanical Engineers
ISO	International Organization for Standardization
OHSAS	Occupational Health and Safety Assessment Series
NDT	Non-destructive testing
ROW	Right of way
P&ID	Process and Instrumentation Diagram
RT	Radiographic Testing
UT	Ultrasonic Testing
BOQ	Bill of Quantities
Company	Sui Southern Gas Company (SSGC); a Company registered under statutes of Pakistan and includes any successors-in-interest or assignees.
Project Liaison Office (PLO)	Main office of HSE & Quality contractor at SSGC's Head Office.
Construction Contractor (CC)	A firm hired by SSGC for construction and commissioning of pipeline.
Sub-contractor	A firm hired by SSGC's prime contractor (main contractor) to perform a specific task as part of the overall project.
HSE & Quality Contractor (HSE&Q Contractor)	Third party inspection company responsible to ensure HSE and Quality during the execution of the project.
Bidder	A firm or company bidding for the Work.

*Handwritten signature*



**Terms of Reference for Services of HSE & Quality Contractor for construction supervision of 12"φ × 17 km Pipeline Project from MVA Dhadur to MVA Gokurt- Balochistan**

NDT Contractor	Third party inspection company responsible to ensure quality of welding through visual and NDT testing.
Construction Site	Site where construction of pipeline is carried out
Nonconformance (NCR)	A failure to comply with SSGC's HSE and Quality policies and requirements
Hazard	A source or a situation with a potential for harm in terms of human injury or ill-health, damage to property, damage to the employee environment, or a combination of these.
Field Bending	Bending of pipe carried out at the construction site using pipe bender.
Factory bends	Factory manufactured bended pipes.
Incident	Work-related event(s) in which an injury or ill health or property damage (regardless of severity) or fatality occurred, or could have occurred.
Accident	An incident in which an injury or illness or property damage actually occurs.
Near Miss	An incident where no injury or illness or property damage occurs.
Corrective Action	To eliminate the causes of non-conformities in order to prevent recurrence.
Preventive Action	To eliminate the causes of potential non-conformities in order to prevent their occurrence.
Letter of Intent (LOI)	A document outlining the terms of deal and serves as an 'agreement to agree' between SSGC and Bidder. The document will be issued by SSGC to qualified bidder.
Letter to Proceed (LOP)	A document serves as a notice stating the date of contract initialization and authorizes the contractor to proceed with work so that project time frame is clearly indicated. The document will be issued by SSGC to qualified bidder prior to start of the work.

**3. Special Conditions:**

**3.1 Bid Bond (Earnest Money)**

The bidder is required to furnish Earnest Money equal [REDACTED] total bid value with the bid in the form of a Pay Order, Demand Draft or Bank Guarantee issued

*Handwritten signature*



## Terms of Reference for Services of HSE & Quality Contractor for construction supervision of 12"φ × 17 km Pipeline Project from MVA Dhadur to MVA Gokurt- Balochistan

only by a scheduled commercial bank operating in Karachi. No bids shall be considered unless accompanied by the said earnest money. The earnest money shall be retained until **150 days** from the date of the bid opening.

### 3.2 Performance Bond

The bidder shall furnish a Performance Bond equal to **10%** of the bid value/ contract value in the form of the bank guarantee issued by a scheduled commercial bank operating in Karachi. The performance bond will be submitted within 20 days after issuance of Letter of Intent. Failure to furnish the Performance Bond before execution of the contract will entitle SSGC to consider the bidder as having abandoned the contract and to forfeit the Bid Bond. The Performance Bond shall remain valid till after six (06) months of completion of the work and subsequent submission of project HSE&Q dossier to SSGC HSE&QA Department along with punch list.

SSGC has the right to penalize Contractor as per penalization matrix (attached Annexure). Depicted value shall be deducted from the performance bond or Running Invoice.

### 3.3 Completion Period

The contract is awarded for a period of Six (06) calendar months after issuance of Letter to Proceed. However, if the Project is delayed, impeded or prevented from performing or completing the works or any part thereof due to a Change order, Force Majeure event, or delay on the part of the owner in fulfilling its contractual obligations, and such delay occurs either before or after the original or extended completion date, the HSE & Q Contractor shall promptly notify the Company in fulfilling its contractual obligations, and such delay occurs either or before or after the original or extended completion date, the HSE & Q Contractor shall promptly notify the Company in writing. This notice must contain full and detailed analysis report of the circumstances and the extension of time being requested.

No extension of time shall be granted unless the HSE & Q Contractor provides satisfactory documentary evidence justifying the delay. In particular, in cases of work stoppage due to security constraints, the HSE & Q Contractor must furnish verifiable documentation from relevant law enforcement agencies or competent authorities confirming the nature, location, and duration of the constraint. Failure to submit such evidence may result in rejection of the extension request.

Such extension of time shall be granted on the same terms, conditions and rates as originally agreed under this contract with no any extra over head costs.

A handwritten signature in black ink, appearing to be "V. Shah".



## Terms of Reference for Services of HSE & Quality Contractor for construction supervision of 12"φ × 17 km Pipeline Project from MVA Dhadur to MVA Gokurt- Balochistan

### 3.4 Safety and Security of HSE & Q Contractor employees at the construction site

HSE & Q Contractor is solely responsible for the safety and security of its employees at the construction site. In this regard, HSE & Q contractor has to arrange all security and safety measures for its staff during the execution of the project.

### 3.5 Payments

During the execution of the project the HSE & Q contractor shall submit invoices along with all related documents as stipulated in Terms of Reference to SSGC HSE&QA Department. The quantity of the work shall be in accordance with BOQ.

SSGC may withhold payment, on-account or nullify the whole or part of any invoice to such extent as may be necessary to protect itself from loss.

### 3.6 Remedies and Powers on Default of HSE & Q Contractor and Power

#### 3.6.1 Insolvency or Unauthorized Assignment by HSE & Q Contractor:

If the HSE & Q Contractor becomes insolvent, makes arrangements with creditors, assigns the contract without Company's written consent, or faces legal execution on goods, the Owner may enter the site, expel the HSE & Q Contractor, and continue the contract without voiding it.

#### 3.6.2 HSE & Q Contractor Default

If the HSE & Q Contractor:

- Abandons the contract,
- Fails to start or suspends work for 20 days after written notice,
- Fails to remove condemned materials or replace rejected work within 20 days after notice,
- Does not execute work per contract or neglects obligations, or
- Sub-lets work detrimentally or without consent,

Then the Owner may, after giving a **10-day written notice** and allowing **28 working days to cure the default**, enter the site, expel the HSE & Q Contractor, and continue the work without voiding the contract.

#### 3.6.3 Owner's Remedy of HSE & Q Contractor Defaults

If HSE & Q Contractor fails to comply with Company's instructions or contractual obligations, Company may remedy defaults and recover related expenses from HSE & Q Contractor or deduct from payments due.

*Handwritten signature*



## **Terms of Reference for Services of HSE & Quality Contractor for construction supervision of 12"φ × 17 km Pipeline Project from MVA Dhadur to MVA Gokurt- Balochistan**

### **3.6.4 HSE & Q Contractor's Right to Terminate Due to Owner Default**

HSE & Q Contractor may terminate the contract if:

- Company files bankruptcy or insolvency proceedings not dismissed within 45 days or assigns for creditors' benefit,
- Company undergoes liquidation or seizure of assets,
- Corporate dissolution of Owner (excluding restructuring),
- Material breach by Company, or
- Company fails to pay invoices within 28 days of due date, after 14 days' written notice including compensation per Clause 32.4.

### **3.6.5 HSE & Q Contractor's Removal Rights Upon Owner Default**

After Company default and expiration of cure periods, HSE & Q Contractor may terminate and remove equipment and manpower works from the site.

### **3.7 Insurance**

The HSE & Q Contractor shall be responsible for obtaining a Contractor'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 during the project execution.

The HSE & Q Contractor 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's activities on and off the site.

### **3.8 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

**Terms of Reference for Services of HSE & Quality  
Contractor for construction supervision of 12"φ × 17  
km Pipeline Project from MVA Dhadur to MVA  
Gokurt- Balochistan**

commencement or continuance of any arbitration proceedings, Services to be provided under this Contract shall not be suspended or discontinued by the HSE & Q Contractor 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.

### **3.9 Blacklisting of Suppliers and Contractors**

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

- i. Corrupt and fraudulent practices includes the offering, giving, receiving, or soliciting of anything of value to influence the action of an official/company.
- ii. If the contractor found responsible for the detriment of the company during proceedings of procurement/contract, process or its execution.
- iii. 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.
- iv. Collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the company of the benefits of free and open competitive.

### **3.10 GOP's Obligation**

The contract shall be governed by the Law of Pakistan. The Contractor 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.

### **3.11 Bribes**

If the HSE & Q Contractor, or any of its Subcontractors, agents, or employees, offers, gives, or agrees to offer or give any person any bribe, gift, gratuity, or commission as an inducement or reward for performing, or refraining from performing, any act in relation to this Contract or any other contract with the Owner—or for showing or refraining from showing favour or disfavour to any person in relation thereto then the Company shall be entitled to enter upon the Site and expel the HSE & Q Contractor therefrom.





## Terms of Reference for Services of HSE & Quality Contractor for construction supervision of 12"φ × 17 km Pipeline Project from MVA Dhadur to MVA Gokurt- Balochistan

### 3.12 MOBILIZATION, DEMOBILIZATION, AND PAYMENT CONDITIONS

The HSE & Q Contractor shall bear full responsibility for all costs related to the mobilization and demobilization of equipment, manpower, and other resources necessary for the performance of the Works. No separate or additional payments shall be made by the Company (SSGC) in this regard, regardless of the repetitive number of mobilizations or demobilizations required.

The Company shall not entertain any claims, financial or otherwise, arising from repeated mobilization or demobilization activities due to work stoppages or delays caused by, but not limited to, weather conditions, security concerns, site access restrictions, or any other unforeseen circumstances beyond the control of the Company.

Payments to the HSE & Q Contractor shall be made strictly in accordance with the agreed progress billing schedule or milestone completion, subject to verification and certification by the SSGC Engineer, as outlined in **Clause 3.14**. No separate payment lines or reimbursement shall be considered for mobilization, demobilization, or any preliminary site establishment costs.

### 3.13 IDLE CHARGES

No idle charges whatsoever shall be payable to the HSE & Q CONTRACTOR under any circumstances on account of delay in the availability of work front, materials, right of way, permissions, clearances, shutdowns, or for any other reason beyond the control of the COMPANY. The HSE & Q CONTRACTOR shall plan and deploy its resources, equipment, and manpower in accordance with site conditions and the approved work schedule, without any claim for compensation due to idling of labour, equipment, or machinery.

The HSE & Q CONTRACTOR shall not be entitled to any payment or extension of time for such idle periods except where specifically approved in writing by the COMPANY, whose decision in this regard shall be final and binding.

### 3.14 STATEMENTS, CLAIMS, CERTIFICATES AND PAYMENTS

**3.14.1** The HSE & Q CONTRACTOR's quoted price shall be **fixed, firm, and final** for the entire duration of the CONTRACT, and **no escalation, adjustment, or increase in cost** shall be entertained for any reason whatsoever, including but not limited to changes in market rates, inflation, currency fluctuation, material or labour costs, or delays not attributable to the COMPANY.

A handwritten signature in black ink, appearing to be "Wahid", located at the bottom center of the page.



## Terms of Reference for Services of HSE & Quality Contractor for construction supervision of 12"φ × 17 km Pipeline Project from MVA Dhadur to MVA Gokurt- Balochistan

**3.14.2** All prices and rates indicated in the Bill of Quantities are **inclusive** of all costs, charges, taxes, levies, duties, insurances, overheads, and profit margins, and shall cover the complete scope of WORK as defined in the CONTRACT. The HSE & Q CONTRACTOR shall not be entitled to claim any additional amounts unless explicitly provided for in this CONTRACT.

**3.14.3** Payments to the HSE & Q CONTRACTOR shall be made **strictly on a milestone basis**, as defined in the CONTRACT DOCUMENT. Each milestone payment shall only be released upon **full and satisfactory completion** of the relevant milestone and submission of:

- A detailed invoice,
- All necessary supporting documentation
- A progress report, duly verified and certified by the respective PROJECT MANAGERS of both Parties.

**3.14.4** The COMPANY shall make payment after receiving a complete and verified invoice, subject to all contractual deductions and approvals.

**3.14.5** The COMPANY reserves the right to:

- Withhold certification or payment if the WORKS or any part thereof are not carried out in accordance with the CONTRACT,
- Make any justified correction or modification to any previously certified payment or invoice.

**3.14.6** All milestone payments shall be considered as **interim payments**, and shall not constitute acceptance or approval of the WORKS. Final payment shall only be made upon full completion and acceptance of all WORKS in accordance with the CONTRACT.

**3.14.7** In the event the HSE & Q Contractor fails to execute the work in accordance with the approved scope of work, specifications, and agreed timelines, the Company reserves the right to undertake and complete the remaining or balance work through alternate means at its sole discretion.

Any additional costs or expenses incurred by the Company in completing such balance work shall be recoverable from the HSE & Q Contractor, either through direct recovery or by deducting the same from any payments due or to become due to the HSE & Q Contractor.

**3.14.8** The COMPANY shall deduct from milestone payments any applicable:

- Retention amounts (if any),

*Handwritten signature*



**Terms of Reference for Services of HSE & Quality Contractor for construction supervision of 12"φ × 17 km Pipeline Project from MVA Dhadur to MVA Gokurt- Balochistan**

- Any other sums due from the HSE & Q CONTRACTOR under this CONTRACT, provided that the COMPANY shall share written justification and supporting details for such deductions.

3.14.9 All payments under this CONTRACT shall be made in **Pakistani Rupees (PKR)** only.

### 3.15 LIQUIDATED DAMAGES

3.15.1 If the HSE & Q Contractor fails to complete the Work within the time period stipulated in the Contract Documents (from the Effective Date to the Project Completion Date), the HSE & Q Contractor shall be liable to pay the COMPANY liquidated damages for such delay as specified in Clause 34.4. The liquidated damages shall be calculated on the total Contract Value for the period during which the Work remains incomplete.

3.15.2 The Owner may, without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any monies due or becoming due to the HSE & Q Contractor under this Contract. The payment or deduction of such damages shall not relieve the HSE & Q Contractor from the obligation to complete the Work or from any other obligations or liabilities under the Contract.

3.15.3 The HSE & Q Contractor shall commence and execute the Work in accordance with the provisions of Article 4 (Commencement and Completion of Work) of the Contract Documents.

3.15.4 Liquidated damages shall be levied at the rate of **two percent (2%) of the total Contract Value for each week of delay** or part thereof, subject to a **maximum cumulative limit of ten percent (10%) of the total Contract Value.**

### 3.16 PAYMENT OF TAXES

3.16.1 The COMPANY will make payment to the HSE & Q CONTRACTOR after deducting applicable taxes as required under the law, except if an exemption certificate from Income Tax authorities is produced by the HSE & Q CONTRACTOR. The COMPANY shall provide to the HSE & Q CONTRACTOR the challans evidencing the payment of tax deducted from payments due to the HSE & Q CONTRACTOR.

3.16.2 The rates and prices stated in the priced Bill of Quantities shall be deemed as per ARTICLE-2 CONTRACT PRICE of CONTRACT DOCUMENT.

### 3.17 TIMELY COMPLETION

Completion of the WORK within the allotted time period i.e. 6 months from the issuance of LTP under the CONTRACT is considered to be of extreme importance and the

*Ushar*



**Terms of Reference for Services of HSE & Quality Contractor for construction supervision of 12"φ × 17 km Pipeline Project from MVA Dhadur to MVA Gokurt- Balochistan**

HSE & Q CONTRACTOR shall endeavour to complete the WORKS in accordance with the terms of this CONTRACT.

**3.18 Termination by the Company**

If the Company decides not to continue with the Project, it may, at any time, terminate this Contract by giving written notice to the HSE & Q Contractor. In such case, the HSE & Q Contractor shall be entitled only to payment for milestones that have been satisfactorily completed in accordance with the terms and conditions of this Contract up to the date of termination, and for any reasonable and properly documented expenses incurred solely as a direct result of such termination.

No payment whatsoever shall be made for any milestone that has not been achieved or satisfactorily completed as per the contractual requirements. The Company shall not be liable for any compensation, damages, or claims for anticipated profits or unperformed work due to such termination.

Final payment to the HSE & Q Contractor shall be made after deduction of any amounts due to the Company under this Contract.

Furthermore, if the Work is stopped or suspended for any reason for a prolonged period, as determined solely by the Company, the Company may terminate this Contract by providing written notice to the HSE & Q Contractor. In such an event, the same provisions regarding termination and payment stated above shall apply.

**3.19 Force Majeure**

In the event of Force Majeure, the obligations of the Parties (other than the obligations to pay money) under this Agreement shall be excused during the time and to the extent that performance thereof is prevented wholly or in part by the Force Majeure Event as described herein below.

"Force Majeure" shall mean an event or circumstance which is not within the reasonable control of the Party affected and which causes or results in default or delay in the performance by affected party of any of its obligations hereunder and then only to the extent to which such party, acting reasonably and prudently, is not able to prevent and overcome that event or circumstance and shall include but not be limited to:

- (a) Natural disaster, including but not limited to cyclones, tsunamis, epidemics, landslides, extreme cold weather, earthquakes, floods and washouts;
- (b) Governmental or semi-governmental law, regulation, order, decree, restriction, restraint, prohibition, intervention or expropriation, or the failure of any governmental or semi-governmental entity to act;
- (c) Explosion, collision, act of a public enemy, act of war (declare or undeclared), blockade, riot, civil commotion or disturbance, sabotage, act

*Handwritten signature*



**Terms of Reference for Services of HSE & Quality Contractor for construction supervision of 12"φ × 17 km Pipeline Project from MVA Dhadur to MVA Gokurt- Balochistan**

- of terrorism insurrection or national emergency (whether in fact or law), kidnapping;
- (d) Unavoidable accident or emergency shutdown to prevent an accident; fire, explosion, chemical contamination or ionizing radiation;

A Party claiming to be affected by Force Majeure shall:

- (a) Promptly but not later than forty eight (48) hours of becoming aware of the Force Majeure event, notify the other Parties of the occurrence and details of any event or circumstances said to give rise thereto and the estimated nature and extent of the delay in performance of its obligations under the Agreement resulting there from; and
- (b) If the Force Majeure has caused damage to or destruction of any facilities submit a plan for repair or reinstatement thereof provided that no Party shall be obliged to take such action by the provisions of this Clause if in the reasonable opinion of such Party it would not be economical to do so.

The Party affected shall use all reasonable diligence to overcome or control the effect of the Force Majeure as quickly as possible provided that the settlement of strikes, labor disputes, matters relating to kidnapping, extortion or the like shall be at the sole discretion of a Party affected thereby and provided further that the Party affected shall not be obliged to incur expenditure to overcome the event or circumstances which caused the Force Majeure which would make it uneconomical for that party to continue to be a Party to this Agreement. Where a Party is prevented from performing an obligation under this Agreement as a result of Force Majeure and such obligation is to be performed within a given time period, such time period shall be extended by the duration of the Force Majeure.

Affected Party has at all time since the occurrence of an event of Force Majeure complied with the obligations and continues to so comply, then the affected Party shall not be liable for any failure or delay in performing its obligations (other than an obligations to make a payment) under or pursuant to this Agreement., Other than for breaches of this Agreement by the other Party, and without prejudice to the affected Party's right to indemnification pursuant to this Agreement, the other Party shall not bear any liability for any loss or expense suffered by the affected Party as result of an event of Force Majeure.

In the event that a Party affected by Force Majeure could only overcome the Force Majeure by incurring expenditure which would make it uneconomical for that Party to continue to be a party to this Agreement or circumstances or event caused by the Force Majeure are incapable of remedy, either Party shall have the right to terminate this Agreement upon giving sixty (60) Days advance written notice to the other Party.

**3.20 Accident of Injury to Workmen**

## Terms of Reference for Services of HSE & Quality Contractor for construction supervision of 12"φ × 17 km Pipeline Project from MVA Dhadur to MVA Gokurt- Balochistan

Company shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any worker or other person in the employment of the HSE & Q Contractor or any sub-contractor. The HSE & Q Contractor shall indemnify and keep indemnified Company against all such damages and compensation, including workmen compensation, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

### 4. General Requirements

- i. HSE & Quality Contractor is responsible to submit detailed methodology regarding monitoring and supervision of HSE & Q activities as per SSGC tender and specifications.
- ii. HSE & Quality contractor has to ensure the adequate resources for its team's travel and lodging.
- iii. Organize and manage dedicated teams of technically qualified, competent and experienced personnel. Details of the required expertise, qualification & experience of the team members are mentioned in manpower requirement section of this document.
- iv. Ensure that work executed by construction contractor is strictly in accordance with drawings and specifications provided by SSGC. HSE & Q is solely responsible to supervise, visit and implement each activity SSGC tender specification and Construction activities.
- v. HSE & Quality Contractor must ensure the compliance of SSGC HSE&QA Plan for construction of natural gas transmission pipeline.
- vi. HSE & Q Contractor is responsible to present the site activities in the form of presentation to SSGC Engineers and higher Management.
- vii. HSE & Q Contractor is responsible to provide a training on Pipeline Construction Monitoring and Inspection activities in accordance with relevant codes and standards.
- viii. Verify that the resources deployed by the Construction contractor on site for carrying out jobs are satisfactory.
- ix. Coordinate with the construction contractor on technical issues related to work and recommend solution.
- x. Monitor, Report and follow up till closing of the HSE & Quality related issues throughout the project via site visits, audits and inspections. Detailed reports are required to be submitted for every site visit, audit & inspection.
- xi. Conduct material qualification tests (where applicable) to evaluate the conformance of material with the Technical Specifications prior to construction.



## Terms of Reference for Services of HSE & Quality Contractor for construction supervision of 12" $\phi$ $\times$ 17 km Pipeline Project from MVA Dhadur to MVA Gokurt- Balochistan

- xii. Conduct monitoring and supervision of Welders qualification at Site.
- xiii. Review and approve the reports of material qualification tests (if any) provided by the construction contractor.
- xiv. Fill HSE & Q related Formats and ensure the submission of HSE & Q formats by Pipeline Construction Contractor to Company with complete quality and quantity checks.
- xv. Raise Non Conformance Report (NCR) if deviation from given Specs or Construction Code or defect found during the Construction Phase, all the Non Conformances shall be notified to Construction Contractor's site in charge and keeping SSGC in loop. Details of NCR Management is outlined in Non-Conformance section of this document and also detailed out in HSE&QA plan for construction of natural gas transmission pipeline.
- xvi. Construction Contractor will conduct root cause analysis & recommend corrective & preventive actions with the consent of HSE & Quality contractor and SSGC. NCR Log will be maintained & shared with SSGC, to keep the follow up of Open NCRs.
- xvii. Verify that the defects have been corrected before any additional work is performed by the construction contractor in the area of the deficiency.
- xviii. If the defect is indicated by an unsatisfactory test result, additional tests, observations, a review of records, or other means should be conducted.
- xix. Ensure that the required testing for conformance of the materials to the Technical Specifications or equipment are carried out by the construction contractor.
- xx. Ensure that the material used and work performed are in accordance with the procedures & requirement of the contract.
- xxi. Ensure that all components installed are in accordance with contract specifications and approved submittals.
- xxii. Monitor that the construction activities do not damage the underlying utilities.
- xxiii. Ensure that the handling and laying of pipes, equipment, material etc. by the construction contractor are safe and as per standard/best practices. In case of any major observation immediately **STOP THE WORK** keeping SSGC in loop & recommend corrective actions accordingly.
- xxiv. Provide recommendations if a project specification criterion cannot be met due to any unforeseen circumstances. This must be carried after all deliberations and necessary documentation and with liaison with Construction Contractor and SSGC team.
- xxv. Continuously monitor the construction work on site to ensure that the safe working conditions are maintained. Coordinate with the construction site supervisor/manager to remove discrepancies found in this regard.
- xxvi. Report and investigate all incident/accident and near miss & suggest corrective & preventive actions. Reports shall be shared with SSGC & construction contractor.

*Handwritten signature*

**Terms of Reference for Services of HSE & Quality  
Contractor for construction supervision of 12"φ × 17  
km Pipeline Project from MVA Dhadur to MVA  
Gokurt- Balochistan**

- To prevent a reoccurrence all related information (Lessons Learned) will be communicated to all project construction site.
- xxvii. Monitor the NDT activities are carried out as per SSGC requirements and relevant codes/standards.
- xxviii. HSE&Q Contractor shall periodically arrange awareness session to educate and train site teams (including Construction Contractors/sub-Contractors) on related HSE issues.
- xxix. Ensure that Construction Contractor has a documented "Emergency Preparedness Procedure" available and necessary training is provided to staff.
- xxx. Ensure that Construction Contractor is maintaining adequate First Aid facilities at site and that all persons at site are aware of the procedure for receiving treatment for injuries and mode of transportation is available for sending injured personnel to hospital/Medical Centers.
- xxxi. Ensure that adequate firefighting equipment are provided taking into account special requirements on the project construction site. Site offices and facilities are adequately protected and any flammable material and/or liquids are stored and used safely by the construction contractor.
- xxxii. Ensure that adequate supplies of approved PPE are maintained and adequately implemented on site by construction contractor.
- xxxiii. To ensure that Construction Contractor maintains all possible Emergency Response Resources in line with the scope and magnitude of a potential catastrophic event. **Emergency Preparedness includes:**
- Availability of Response Equipment
  - Standard Operating Procedure for ER equipment
  - Adherence to Regulatory/ Statutory Requirements.
  - Education and Training for staff and Subcontractors.
  - Periodic Emergency Drills
- xxxiv. Ensure that the following precautions should be observed by Construction Contractor during execution of work:
- Proper signage identifying the potential hazards.
  - Safe clearance distances are to be observed as per requirement.
  - Qualified personnel only are to operate equipment.
  - All Equipment must be certified and certificates are available onsite.
- xxxv. Contractor firm is required to provide correct information in invoicing. Any nonconformity observed in this regard will be subject to penalization.





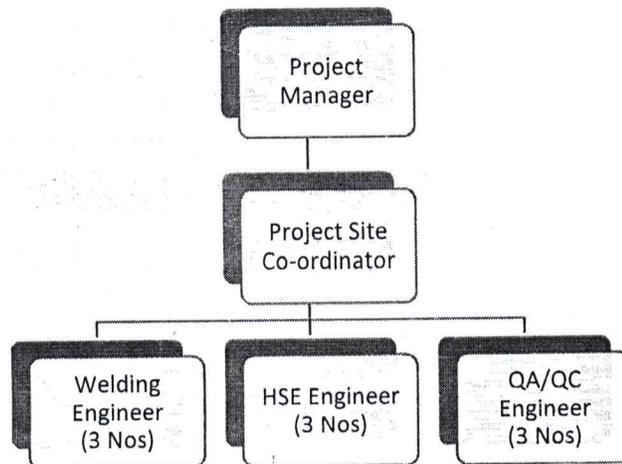
## Terms of Reference for Services of HSE & Quality Contractor for construction supervision of 12"φ × 17 km Pipeline Project from MVA Dhadur to MVA Gokurt- Balochistan

### 5. HSE& Quality Contractor Manpower

12"φ × 17 km Pipeline Project from MVA Dhadur to MVA Gokurt- Balochistan is a complete project.

#### Project Team Organization

The organizational structure of the HSE& Quality Contractor's Project teams to be as under;



### 6. Contract Deliverables For Activities

#### 6.1 Implementation of HSE&QA Plan for construction of Natural gas transmission pipeline:

HSE&QA Department will develop HSE&QA Plan for construction of natural gas transmission pipeline and share with all concerned departments/contractors. Ensuring the implementation of this plan and other relevant requirements will be the responsibility of HSE & Quality contractor.

#### 6.2 Documented Information Management:

HSE & Quality Contractor is responsible to ensure the availability of all original/revised documented information. Documented information may include, but not limited to, drawings, inspection reports, WPS, WQT, NDT Reports, Minutes of Meetings, approved SOPs, Inspection & Test Plan, NCRs, checklists etc. All documented information must be readily available on site and at Project Liaison Office (PLO).

#### 6.3 Communication and Reporting:

*Handwritten signature/initials*

## Terms of Reference for Services of HSE & Quality Contractor for construction supervision of 12"φ × 17 km Pipeline Project from MVA Dhadur to MVA Gokurt- Balochistan

HSE & Quality Contractor is responsible to share construction site activity reports, site issues / conflicts, site modifications & other similar elements with SSGC on daily basis.

All the required approvals shall be provided from SSGC, prior to commencement of the activity.

In order to maintain smooth communication between all Stake Holders, HSE & Quality Contractor shall equip their site teams with Computers and Networking at site and camp at their own cost.

PLO will collect all vital data/information from site teams and prepare a concise dashboard which is to be shared with HSE&QA Department on weekly basis. The format/concept of this dashboard will be shared by HSE&QA Department. Also HSE&Q Contractor is responsible to share all major issues of the site and the corrective actions taken by the construction contractor via presentation, with evidence, in weekly project review meeting.

### 6.4 Incoming Material Inspection:

HSE & Quality Contractor is responsible to inspect all incoming materials such as coated pipes, factory bends, electrodes, welding equipment, coating material, river weights etc. at the site and ensure that defective material/parts/pipes have been properly segregated by the construction contractor. This Inspection shall be in accordance with the related codes and standards/drawings/HSE&QA Plan/SSGC requirement.

### 6.5 Clearing/Grading and Integrity of ROW:

HSE & Quality contractor is responsible to ensure that before grading and clearing activity, all underground utilities, pipelines and overhead power lines and obstacles are identified/marked and all relevant bodies are consulted in this regard by the concerned departments.

HSE&Q Contractor is further responsible to ensure that grading is performed by the concerned departments to an extent that safe level-working surface for execution has been provided.

HSE & Quality contractor is responsible to ensure that integrity of the ROW has been maintained during the execution by the construction contractor. HSE&Q Contractor is not supposed to play any role in case of conflict with Land Owners along ROW.

### 6.6 Integrity of Pipes during Transportation:

HSE & Quality contractor is responsible to ensure that pipes are stacked, loaded, unloaded and transported as per SOP/codes and standards/HSE&QA Plan/IMS Policies and Requirements. Machinery used for such operation is fit for the purpose



**Terms of Reference for Services of HSE & Quality Contractor for construction supervision of 12"φ × 17 km Pipeline Project from MVA Dhadur to MVA Gokurt- Balochistan**

and trained staff is employed to perform the job. Any mishandling / mismanagement is timely reported to SSGC Management.

**6.7 Pipe Stringing:**

HSE & Quality contractor is responsible to ensure swift movement of pipes along ROW during pipe stringing by construction contractor. HSE&Q Contractor is responsible to ensure that pipes are laid properly as per SOP/codes and standards/HSE&QA Plan along ROW.

To ensure that defective pipes, segregated during incoming material inspection, are not transported along ROW.

To prepare daily progress report and share with concerned department. Highlight any major issues observed during the activity.

**6.8 Control of Welding:**

HSE & Quality contractor is responsible to ensure that all safety and quality protocols are followed during Welders qualification, mainline welding and crossings activity as per SOP/codes (particularly API 1104 & ASME section 9) and standards/HSE&QA Plan for Construction of Natural Gas Transmission Pipeline/SSGC, IMS Policies and Procedures.

HSE&Q Contractor is responsible to ensure that all welders are pre-qualified before performing the activity and their qualification cards are available at the site. HSE&Q Contractor is responsible to carefully witness the performance of each welder and prepare their daily progress report. Based on their performance, HSE&Q Contractor is to suggest the corrective actions and ensure their conformance by the construction contractor to minimize repair rate. The HSE&Q Contractor will continuously monitor/report welder's performance on format provided in HSE&QA Plan for Construction of Natural Gas Transmission Pipeline.

HSE&Q Contractor will ensure that approved WPS is provided by the Projects & Construction (P&C) department before work. HSE&Q Contractor may verify the welding parameters set in the WPS and suggest corrections so that welding defects can be avoided.

HSE&Q Contractor is responsible to ensure that all welding equipment are calibrated and related material is adequate for the operation.

HSE&Q Contractor is to share daily report containing progress, issues, conflicts, performance etc. with HSE&QA Department and construction contractor. All reference documented information is properly maintained and documented.

*Ushel*

#### **6.9 Monitoring of Non-Destructive Testing (NDT):**

HSE & Quality contractor is responsible to monitor NDT activities performed at the construction site by third party NDT contractor.

HSE&Q Contractor is to ensure that all safety protocols are followed by third party NDT contractor during Radiographic Testing or Phased Array Ultrasonic Testing as per SOP, relevant codes and standards, HSE&QA Plan and SSGC IMS Policies and Procedures.

Ensure vigilant visual inspection by NDT contractor. HSE&Q Contractor will also review and maintain record of NDT Reports and submit a concise report to SSGC for further actions. Any major issues will be highlighted in presentation in project review meeting.

HSE&Q Contractor is also responsible to conduct periodic audit of NDT contractor's Site setup to ensure that all relevant equipment are adequate for the NDT test and adopted methodology is as per specifications and standards.

HSE&Q Contractor is also required to support SSGC in interpretation of RT films as and when required. In this regard the contractor is required to establish a setup for RT films interpretation along with qualified staff.

HSE&Q Contractor has to ensure that their employee are capable of monitoring required NDT activities.

#### **6.10 Quality of Field Coating:**

HSE & Quality contractor is responsible to ensure that all material/equipment used for applying coating over the welded joints is meeting quality requirements as per codes and standards. Prepare detailed report of the incoming material and share with HSE&QA and SSGC Management on weekly basis. Any ambiguity found in the incoming material to be reported immediately to HSE&QA and concerned departments for the corrective actions and ensure proper segregation of the defective material by the construction contractor.

HSE&Q Contractor has to ensure that construction contractor is following all quality and safety protocols during pre-heating, sand blasting, coating etc. Reference documents can be SOP, codes and standards and HSE&QA Plan. Prepare, report with concerned departments and record detailed inspection report.

#### **6.11 Monitoring Field Bending:**

HSE & Quality contractor is responsible to ensure that pipes/bends laid are free of any stresses. In this regard HSE&Q Contractor is to ensure that factory bends and field



## Terms of Reference for Services of HSE & Quality Contractor for construction supervision of 12"φ × 17 km Pipeline Project from MVA Dhadur to MVA Gokurt- Balochistan

bends are employed as per drawing requirement. Field bends are made as per codes/standards. All safety and quality protocols are followed during the activity as per SOP/codes and standards/HSE&QA Plan/IMS Policies and Procedures.

### 6.12 Monitoring Rail, Road or Canal Crossings:

HSE & Quality contractor is responsible to ensure proper provision of resources and manpower to monitor the special activities pertaining to rail, road or canal crossings. Ensure quality of work and safety of employees and all other stakeholders by construction contractor.

In case of Horizontal Directional Drilling HSE&Q Contractor has to depute a separate team with specialization in the particular work and with adequate resources.

Share detailed report of the activity with HSE&QA on daily basis.

### 6.13 Monitoring Excavation Work:

The HSE & Quality contractor is responsible to ensure that all safety and quality protocols are followed during excavation as per SOP/codes and standards/HSE&QA Plan/IMS Policies and Procedures.

HSE&Q Contractor is to ensure that trench depth/width maintained as per requirements, climatic affects are catered timely, machines used for the purpose are fit for the operation and operators are certified to operate the machine by the construction contractor.

Daily progress reports are to be shared with concerned departments on daily basis. Major issues are highlighted and shared with SSGC Management, timely.

### 6.14 Monitoring Holiday Testing:

HSE & Quality contractor is responsible to ensure the quality of Holiday test and to ensure that all safety protocols are followed during the activity as per SOP, codes and standards, HSE&QA Plan and IMS Policies and Requirements. Prepare and share detail report with HSE&QA and SSGC Management. Maintain record for reference.

### 6.15 Monitoring of Pipeline lowering-in activity:

HSE & Quality contractor is responsible to ensure that construction contractor is adhering to all protocols regarding safety of employees and integrity of pipeline during the lowering activity. Reference document can be SOP, codes and standards, HSE&QA Plan and IMS policies and procedures.

Prepare and share daily report with construction contractor and HSE&QA, highlighting major observations.

## Terms of Reference for Services of HSE & Quality Contractor for construction supervision of 12"φ × 17 km Pipeline Project from MVA Dhadur to MVA Gokurt- Balochistan

Report and escalate any major issues observed during the activity in project review meeting.

### 6.16 Vigilant Monitoring of Hydrostatic testing:

HSE & Quality contractor is responsible to ensure that all safety and quality considerations are taken by the construction contractor during whole hydrostatic testing activity as per SOP, codes and standards and HSE&QA Plan.

HSE&Q Contractor is responsible for the vigilant monitoring of hydrostatically tested pipeline segment and accuracy of reported results.

HSE&Q Contractor has to make sure that adequate resources are provided to the site team to survey through ROW of the hydrostatically tested pipeline segment during the activity and timely report any ambiguity found during the testing to HSE&QA Department.

HSE&Q Contractor has to ensure that all remedial actions are taken by the construction contractor as per requirement, in case the test has failed.

HSE&Q Contractor has to share detailed report of the activity with HSE&QA Department and concise presentation in Project Review Meeting.

### 6.17 Monitoring Backfilling:

HSE & Quality contractor is to ensure that construction contractor is following all safety and quality protocols during the backfilling to ensure safety and integrity of the pipeline. Prepare and share progress report and any major observation with concerned department.

### 6.18 Work at night

HSE&Q Contractor is responsible to authorize and monitor work carried out at night by construction contractor. HSE&Q Contractor is responsible to ensure that all safety measures pertaining to work at night have been carried out by construction contractor such as provision of adequate lighting, use of reflective tapes to identify the work zone, ensure enough sleep/rest for workers to avoid fatigue and drowsiness etc.

### 6.19 Post Construction Activities

HSE&Q Contractor is responsible to carry out the site visit along with SSGC representatives and submit a detailed punch list after the completion of the project. The punch list must contain, but not limited to:

- i. Compliance by construction contractor as per drawings and specifications of the project.
- ii. Cleaning and restoring of the work area/ROW.



## Terms of Reference for Services of HSE & Quality Contractor for construction supervision of 12"φ × 17 km Pipeline Project from MVA Dhadur to MVA Gokurt- Balochistan

iii. Environmental restoration of the project site/ROW such as plantation/vegetation growth, erosion, stability of watercourse crossings etc.

HSE&Q Contractor is further responsible to submit a detailed dossier of the Project at the end of the project to SSGC management and concerned departments. The dossier contains all documented information pertaining to the Project.

The HSE&Q contractor is also responsible to submit a concise report, highlighting overall performance of the project, lessons learnt etc.

Required documents are to be submitted in soft as well as printed copies.

### 6.20 HSE&Q Clearance Certificate

The HSE&Q Contractor will issue a clearance certificate for every invoice billed to SSGC by Construction Contractor. This is to ensure that all raised/pending issues are properly addressed by Construction Contractor. *(For details please refer to Annexure-A "HSE&Q Clearance Certificate"-HSE&QA Plan for Construction of Natural Gas Transmission Pipeline)*. The invoices submitted by construction contractor will not be processed without this certificate.

## 7. PENALTIES

The COMPANY reserves the right to penalize the Contractor if the staff strength fails below the minimum number specified in personnel requirement as per the advice of HSE&QA and not affect the project activities as per schedule. Deductions will be calculated as per the following formula:

S.No.	Description	Deduction Per Instance (Rs.)
1.	Welding, HSE or QA/QC Inspector absence	20,000
2.	Missing Daily/Periodic Progress Report (DPR) submission within 48 Hours.	Rs. 25,000
3.	Submission of Daily Progress Report (DPR) found to contain discrepancies, including but not limited to: actual work progress differing from the reported information, use of outdated or irrelevant photographs, or inclusion of false or misleading data	Rs. 200,000
4.	Submission of inaccurate, manipulated, or incomplete attendance data	Rs. 100,000

### 7.1 DAILY ATTENDANCE POLICY

The Project Manager shall be solely responsible for submitting a consolidated daily attendance report of all deployed personnel under their project scope with following details.

- Full name and designation of each employee
- Exact location of deployment (site-specific)
- Attendance status (Present / Absent / On Leave / )



**Terms of Reference for Services of HSE & Quality Contractor for construction supervision of 12"φ × 17 km Pipeline Project from MVA Dhadur to MVA Gokurt- Balochistan**

- Time of arrival and departure

**Submission Deadline:** The attendance report must be submitted daily before 10:00 AM to the SSGC HSE&QA department via email.

### **8. Annexures**

Annexures of this document are listed below. All annexures are attached at the end of the document. Prospective bidders are required to go through all annexures and carefully fill out forms.

- i. Annexure A : Form 'A' (Contractor Questionnaire)
- ii. Annexure B : Bill of Quantities
- iii. Annexure C : Evaluation criteria for HSE & Quality contractor

*Handwritten signature*



**Annexure 'C'**

**Evaluation Criteria for HSE & Quality Contractor**

➤ **MANDATORY REQUIREMENTS FOR ACCEPTANCE OF BID:**

S.NO	MANDATORY REQUIREMENTS	YES	NO
1.	Financial Health/Capability/Creditworthiness of the firm (Income Tax Return & Audited Accounts of at least the last 03 years) and NTN Registration certificates should be enclosed.		
2.	HSE & Q Methodology with written procedures and company formats depicting each step for the monitoring of Pipeline projects as per B 31.8 and API 1104.		
3.	Undertaking on stamp paper of that the firm has not been black-listed by any Government Organization, State-Owned Corporation, Autonomous Body and/or International Financial Institution like the World Bank, Asian Development Bank etc.		
4.	The firm has an experience of atleast 10 years in HSE & Q of transmission gas pipeline for 12" Dia. and above pipeline.		
5.	Valid HSE & Quality Management Systems (ISO 9001, OHSAS 18001/45001 and ISO 14001) Certifications or Equivalent		
6.	Bid-Bond		
7.	If the firm come with Joint Venture / Association then must to confirm and mention that Lead partner and having the capability to execute the project. Copy of Joint Venture Agreement on judicial paper in case of joint venture / association between the parties required.		

*[Handwritten Signature]*

**Evaluation Criteria for HSE & Quality Contractor**

➤ GENERAL REQUIREMENT

S#No	Description	Max Point	Evaluation Criteria
1.	<b>Financial Status</b> <b>Working Capital in last three (03) years as per audited accounts of the firm</b>	20	
	Average annual turnover for last three year is more than PKR 50 Million		20
	Average annual turnover for last three year is less than PKR 50 Million and greater than PKR 25 Million		10
	Average annual turnover for last three year is less than PKR 25 Million		0
2.	<b>Quality &amp; Expertise of Key Professional Staff (Form-B1 of Application)</b> Staff having relevant experience for the assignment	15	
a)	<b>Project Manager (01 No.)</b> Education: BE/ ME/ MSc – Mechanical/ Civil/ Industrial/ Chemical or any other Engineering Certifications: Valid PEC, PMP Experience: Atleast 10 Years in Pipeline HSE/ Q projects, Welding, Testing and Commissioning Works.	03	
	Having more than 10 years relevant pipeline Construction Inspection, welding, testing and commissioning works experience of Oil & Gas sector and PMP certified.		03
	Having 10 years relevant pipeline Construction Inspection, welding, testing and commissioning works experience of Oil & Gas sector, but not PMP certified.		1.5
	Having less than 10 years relevant pipeline Construction Inspection, welding, testing and commissioning works experience of Oil & Gas sector.		0
b)	<b>Project/Site Co-ordinator (01 No.)</b> Education: BE – Mechanical/ Civil/ Industrial/ Chemical Experience: Atleast 10 Years in Pipeline Construction Inspection, Welding, Testing and Commissioning Works	03	
	Having more than 10 years relevant pipeline Construction Inspection, welding, testing and commissioning works experience of Oil & Gas sector.		03

Evaluation Criteria for HSE & Quality Contractor

	Having 5-10 years relevant pipeline Construction Inspection , welding, testing and commissioning works experience of Oil & Gas sector.		1.5
	Having less than 05 years relevant pipeline Construction Inspection , welding, testing and commissioning works experience of Oil & Gas sector.		0
c)	<b>Welding Engineer (03 Nos.)</b> Education: BE/ ME/ MSc – Mechanical/ Metallurgy Certifications: Valid PEC , CSWIP 3.1 & ASNT NDT – II. Experience: 07 Years in Pipeline Construction Inspection , Welding, Testing and Commissioning Works	03	
	Having more than 07 years relevant pipeline Construction Inspection , welding, testing and commissioning works experience of Oil & Gas sector with Valid CSWIP 3.1 & ASNT NDT- II.		03
	Having 04-07 years relevant pipeline Construction Inspection , welding, testing and commissioning works experience of Oil & Gas sector with Valid CSWIP 3.1 & ASNT NDT- II.		1.5
	Having less than 04 years relevant pipeline Construction Inspection , welding, testing and commissioning works experience of Oil & Gas sector.		0
	<b>HSE Engineer (03 Nos.)</b> Education: BE/ ME/ MSc – Mechanical/ Civil/ Industrial/ Chemical Certifications: Valid PEC, NEBOSH/IOSH Experience: 07 Years in Pipeline Construction Inspection , Welding, Testing and Commissioning Works	03	
	Having more than 07 years relevant pipeline Construction Inspection , welding, testing and commissioning works experience of Oil & Gas sector, NEBOSH/IOSH certified		03
	Having 07 years relevant pipeline Construction Inspection , welding, testing and commissioning works experience of Oil & Gas sector, but not NEBOSH/IOSH certified.		1.5
	Having less than 04 years relevant pipeline Construction Inspection , welding, testing and commissioning works experience of Oil & Gas sector.		0
e)	<b>QA/QC Engineer (03 Nos.)</b> Education: BE/ ME/ MSc – Mechanical/ Civil/ Industrial/ Metallurgical Certifications: Valid PEC, CSWIP 3.1, ASNT NDT Level (II/III) (RT/UT) Experience: 07 Years in Pipeline Construction Inspection , Welding, Testing and Commissioning Works	03	

*Handwritten signature*

**Evaluation Criteria for HSE & Quality Contractor**

	Having more than 10 years relevant pipeline Construction Inspection , welding, testing and commissioning works experience of Oil & Gas sector with Valid CSWIP 3.1 & ASNT NDT- II.		03
	Having 5-10 years relevant pipeline Construction Inspection , welding, testing and commissioning works experience of Oil & Gas sector with Valid CSWIP 3.1 & ASNT NDT- II.		1.5
	Having less than 05 years relevant pipeline Construction Inspection , welding, testing and commissioning works experience of Oil & Gas sector.		0
3.	<b>Past Performance</b> <b>Relevant HSE &amp; Q Experience of High Pressure Gas Pipeline Projects (12" dia or above and not less than 5 KM length) in the past ten (10) years (Completion Certificate Required)</b>	40	
	<b>05 Nos. project of 12" dia or above and not less than 5 KM in length (8 marks each project)</b>		40
4.	<p><b>Inspection Equipment</b> Following minimum equipments must be provided by the bidder along with third party fitness/ calibration certifications:</p> <ul style="list-style-type: none"> <li>i. Welding Gauge- Multi Purpose (4 Nos.)</li> <li>ii. Handheld Flash light (4 Nos.)</li> <li>iii. Digital Ultrasonic Thickness meter (4 Nos.)</li> <li>iv. Micrometer (04 Nos.)</li> <li>v. Vernier Caliper (04 Nos.)</li> <li>vi. Digital Infrared Thermometer (04 Nos.)</li> <li>vii. Dosimeter (04 Nos.)</li> <li>viii. Radiation Survey Meter (04 Nos.)</li> <li>ix. Radiography Film Viewer (04 Nos.)</li> <li>x. Densitometer/ Standard Calibration blocks for Ultrasonic Equipment (04 Nos.)</li> </ul> <p>0.5 marks for each category 04 Nos equipments</p> <p>The bidder has to provide undertaking that the aforementioned equipment will be made available at project site within the mobilization period. The bidder should submit third party fitness certification conducted by globally recognized firms i.e. Lloyd's Register / Bureau Vitas / SGS / TUV.</p>	5	

**Evaluation Criteria for HSE & Quality Contractor**

5.	<b><u>Valid PEC Registration</u></b>	1	
6.	<b><u>Project Implementation Plan with Methodology and Schedule</u></b>	05	
	<b><u>Project Implementation Plan &amp; Methodology</u></b>	2.5	
	Provide comprehensive implementation plan and methodology of all activities		2.5
a.	Provide partial implementation plan and methodology of all activities		1.0
	Implementation plan and methodology of all activities not provided		0
	<b><u>Project Execution Schedule</u></b>	2.5	
	Provided Level 4 Project Execution Schedule		2.5
b.	Provided Level 3 Project Execution Schedule		2
	Provided Level 2 Project Execution Schedule		1
	Project Execution Schedule not provided		0
7.	<b><u>QA/QC system and HSE Policy</u></b>	14	
	<b><u>QA/QC Management System (i.e. Project Quality Plan, QIP, Method Statements, QA/Qc Forms)</u></b>	7	
a.	Complete details of QA/QC Management System is provided		7
	Partial details of QA/QC Management System is provided		3.5
	No details of QA/QC Management System is provided		0
	<b><u>HSE Policy Document (including HSE Protocol, Emergency plan, HSE Plan/Risk Assessment etc.)</u></b>	7	
b.	Complete details of HSE policy is provided		7
	Partial details of HSE policy is provided		3.5
	No details of HSE policy is provided		0

**Notes**

- Minimum Qualifying Score (Responsiveness) - 70%
- The bidding shall be as per Single Stage Two Envelope Procedure. Each bid shall comprise of two separate envelope, one containing financial proposal and other containing technical proposal. All bids received shall be opened and evaluated in the manner prescribed in the bidding documents and as per criteria above.
- Failure to submit mandatory requirements shall lead to disqualification from participation in subject tender.
- SSGC shall conduct interviews for the Third-Party Inspection (TPI) personnel, provide necessary training, and subsequently may conduct a competency test.



 SSGC HSE&QA Department	Annexure 'C'
	<b>Evaluation Criteria for HSE &amp; Quality Contractor</b>

Only upon successful completion of this process will the personnel be recommended for field deployment.

*Wahid*



**Annexure 'A'**  
**Form "A"**  
**(Contractor Questionnaire)**

ORGANIZATION INFORMATION			
Date			
Business Name:			
Division or Group	NA <input type="checkbox"/>		
Business Address			
International Affiliation (if Any)			
Tel. No.:		Fax No.:	
E-mail Address:		Web Site Address:	
Please state the type of business:			<input checked="" type="checkbox"/>
Limited Company	Family Concern	Sole Proprietorship	Partnership
Project Man Power <i>Details of Man Power qualifications /Skills /Experience /certificates must be attached separately</i>			
Key Decision Makers			
Name	Title	Contact Number	E-mail Address

*Estad*

**Annexure 'A'**  
**Form "A"**  
**(Contractor Questionnaire)**

List main activities of Business (use separate sheet if required)		Total Headcount (in Pakistan)	Year Established (in Pakistan)	
a				
b				
c				
d				
Revenue last year: (PKR)			Rented	<input checked="" type="checkbox"/> M
Expected revenue this year: (PKR)			Owned	<input checked="" type="checkbox"/> M
GST Number	<input checked="" type="checkbox"/> M		NTN	<input checked="" type="checkbox"/> M
Sindh sales Tax Number	<input checked="" type="checkbox"/> M		Litigation s with clients if any	<input checked="" type="checkbox"/> M
Bank statement / Certificate Attached		<input checked="" type="checkbox"/> M	Yes <input type="checkbox"/> No <input type="checkbox"/>	Financial Audit Firm
HSE&Q Projects (in Oil & gas Sector - use separate sheet if required)				
Client Name	Scope of Project	Year	Project Value (PKR)	Brief Details of Project

**Note:** Fields marked with  M are mandatory.

*Handwritten signature*



**Annexure 'A'**

**Form "A"**  
**(Contractor Questionnaire)**

HSE&Q Project (in any other sector- use separate sheet if required )

Client Name	Scope of Project	Year	Project Value (PKR)	Brief Details of Project

**Execution Strategy**

Please submit the Execution Strategy separately covering following aspects of project deliverables:

- a) Project Team selection
- b) Team Deployment strategy during different phases (ramp-up, steady and die-out period) of project
- c) Organization's HSE&Q procedures
- d) Logistics Management (including Lodging, boarding and Transportation)
- e) Non Conformance Management
- f) Capacity building of SSGC Staff: Strategy to organize Training/Awareness/Tool Box sessions for site Staff covering HSE&Q issues and to provide training related to pipeline construction activities including RT Level-II to selected SSGC engineers.
- g) Reporting Methods (provide sample report formats for weekly dashboard, daily report, NC report, etc.)
- h) Incident Management
- i) Communication Strategy with SSGC
- j) Conflict Management
- k) Lessons Learned from previous projects (submit at least one example)

<b>I declare that Information Provided above is correct to the best of my knowledge</b>		<b>Official Seal Of Organization</b>
Date and Place		
Name & Designation		

**Note:** Fields marked with **M** are mandatory.

*Ushad*

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



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

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:
- The bidder have withdrawn or modified their bid during the period of bid validity as specified in the tender terms.
  - 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:
- 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.
  - 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.



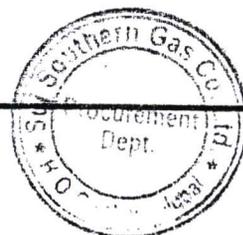
## SECTION - V

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

1.1

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

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



- u) **Specification(s)** means the standard codes of practice and other specifications issued with the Tender and any notification such as specifications approved in writing by the Company and other specifications as may from time to time be furnished or approved in writing by the Company.
- v) **Month** means calendar month of the Christian era.
- w) **Time Schedule** is a graphical illustration of the time span of various Work activities defining starting and completion dates.
- x) **Bonds** mean Bid Bond, Performance Bond or Bank Guarantee and other instruments of security furnished by the Bidder of his surety in accordance with the Tender/Contract.
- y) **Completion Date** means the date on which the Work has been completed in accordance with the Contract so that it can be utilized for intended purpose.
- z) **Day** means a day of 24 hours mid night to mid night.
- aa) **Completion Period** means the time allowed for the execution of the Work.
- 1.2 Words importing the singular only also include the plural and vice-versa where the Contract so requires.
- 1.3 The marginal headings or notes in these Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.
- 1.4 If there is any conflict between the Special Conditions and the General Conditions, the Special Conditions shall modify, supplement and supersede the General Conditions.
2. **Examination:**  
Bidders shall visit/inspect/examine the Work & Location and shall fully acquaint themselves with the nature and requirements of Work/Services, access to Work/Location, availability of materials, weather, law and order and local conditions etc. before submitting their Bids. Submission of the Bid shall be prima facie evidence that the Bidders have fulfilled this requirement and shall be binding upon him.
3. **Conflict between Drawings/Specifications/SOR:**  
In case of any conflict between drawings/specifications, SOW/TOR and SOR/BOQ, with regard to the quality of any item, the Contractor / Consultant shall base his quotation for the better quality. In case of any deficiency in the drawings/details, the Contractor / Consultants shall seek clarification from the Company. Submission of Bids/rates on the basis of incomplete drawings/details shall be Contractor / Consultant's sole responsibility.
4. **Additions, Deletions:**  
The Company reserves the right to make addition (Upto 15 % ) and delete the quantity from the Work defined in SOW/TOR/SOR/BOQ as deemed necessary before or after the execution of the Contract. All such additions and deletions shall only be authorized in writing by the Company.
5. **Schedule of Requirement:**  
The quantities specified in the SOR/BOQ are estimated and are intended to serve only as a guide to the Bidders. Payments shall be made on the basis of actual Work quantum done as measured. No claims or adjustments shall be entertained/allowed on account of increase or decrease in the Scope of Work which has not been duly authorized by the Company through the issue of change orders as stipulated in the relevant provision.
6. **Rate:**  
The Bidder shall quote all item rates and lump sum prices as shown in the "SOR/BOQ". Bidders shall fill in the rate / price for each item in the SOR/BOQ. In case of any discrepancy between item rate and the amount, the quoted item rate will prevail. The quantities given in the SOR/BOQ are estimated ones and are subject to variations. That is, there could be increase or decrease. Nevertheless, the item rates quoted by the Bidder shall remain fixed and no escalation whatsoever shall be permissible. The rates / prices quoted by the Bidder shall be workable. The Bidder shall be required to furnish a complete rate analysis of any item in the SOR/BOQ as considered necessary, by the Company.
7. **Escalation:**  
It may be clearly understood that this tender does not contain a price variation clause and therefore, all unit prices quoted shall be firm, irrevocable fixed and valid until completion of the Contract and will not be subject to variation on any account.
8. **Validity:**  
Bids shall remain valid for acceptance for a period of (120) days from the date of bid opening. If the last date falls on a holiday, the validity will be extended to the first Company working day thereafter.
9. **Bid Bond (Earnest Money):**  
The Bidder is required to furnish Bid Bond strictly in accordance with the prescribed format, in the form of a Pay Order, Demand Draft or Bank Guarantee issued only by a scheduled commercial bank operating in Karachi, for an amount fixed bid bond as specified of tendered Work / Services quoted by the Bidder in favor of Sui Southern Gas Company Limited. No Bid shall be considered without a Bid Bond and no cash or cheque or a guarantee issued by an insurance company shall be accepted.

The Bid Bond shall remain valid for a period of 150 days from the date of Bid opening. Bid Bonds of the unsuccessful Bidders shall be returned as soon as practicable, The successful Bidder's Bid Bond 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 10% (10) percent of the Contract value. Failure to furnish the performance Bond before execution of the Contract will entitle the Company to consider the Bidder as having abandoned the Contract and the forfeit the Bid Bond. The Performance Bond shall remain valid till after three (03) month of completion of the work.

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

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

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

**11. Retention Money:**

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

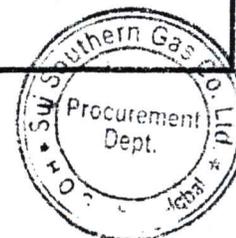
**12. Completion Period:**

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

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

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

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



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,  
2<sup>ND</sup> 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 blow:

- 26.1 Corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of an official/company.
- 26.2 If the supplier/Contractor / Consultant found responsible for the detriment of the company during proceedings of procurement/contract, process or its execution.
- 26.3 Misrepresentation of facts (by providing fake documents, concealing / mis-reporting facts pertaining to the bid) in order to influence the procurement process or the execution of the purchase order/contract.
- 26.4 Collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the company of the benefits of free and open competitive.

**27. GOP's Obligation:**

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

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

**28. Late Bid:**

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

**29. Rebate / Discount:**

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

**30. Joint Ventures:**

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

**31. Correction / Amendments in Quoted Price:**

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



	<b>Annexure 'B'</b>
	<b>Bill of Quantities</b> <b>HSE &amp; Quality Contractor for construction supervision of 12"φ × 17 km Pipeline Project from MVA Dhadur to MVA Gokurt- Balochistan</b>

For entire Project					
Sr. No.	Description	Unit of Measurement	Quantity	Unit Rate (PKR)	Total Amount (PKR)
1	HSE & Quality Contractor for construction supervision of 12"φ × 17 km Pipeline Project from MVA Dhadur to MVA Gokurt-Balochistan (as per ToRs)	KMs	17		
				Total	

**PAYMENT MODE / MILE STONE PAYMENT**

The milestone payment shall be made on the completion of following activities of the pipeline route in accordance with the Terms of Reference.

Payment Mode	Activity Description	Progress Payment % of Total Value (Based on actual work done)
Mile Stone 1	Completion of <b>Segment-1</b> 12" dia pipeline approx. 9 KM, from MVA Dadhar to MVA Bolan	40% of Amount quoted for project
Mile Stone 2	Completion of <b>Segment-2</b> 12" dia pipeline approx. 8 KM, from MVA Bolan to MVA Gokart	40% of Amount quoted for project
Mile Stone 3	After Commissioning and Submission of Project Dossier	20% of Amount quoted for project or Remaining amount

**Note:**

Payment will be made on the basis of actual quantum of work carried out by the contractor.

*Handwritten signature*

SCHEDULE OF REQUIREMENT  
AND  
BID FORM

Sr. NO.	DESCRIPTION OF ITEMS / PART NOS.  (1)	QUNATITY  (3)	UOM  (4)	UNIT PRICE (5)	TOTAL AMOUNT 6=3X5
1	<p style="text-align: center;"><u>CIVIL WORKS</u></p> <p>[1] SC141702 HSE &amp; QUALITY CONTRACTOR FOR CONSTRUCTION SUPERVISION OF 12" DIA. x 17 KM PIPELINE PROJECT FROM MVA DHADUR TO MVA GOKURT-BALUCHISTAN (AS PER TORS)</p> <p><b><u>Delivery Schedule:</u></b></p>	17.00	Kelo Mete		

**Fix Bid Bond Amount in PKR: 180,000**

NOTE :

- (i) The quoted unit price and corresponding total amount shall be inclusive of all duties & Taxes, excluding Sales Tax as per provincial laws.
- (ii) Incase of supply of material alongwith services GST will be exclusive of quoted rate of material.
- (iii) Bidders are essentially required for quote their rates on bid form / BoQ.
- (iv) Prices given in the bid form and BOQ shall take into account all relevant factors including discounts, if any. Discount given separately at the time of bid opening will not be considered.
- (v) Any Bidder who change/amend the BOQ or Price Schedule (description, quantity, uom etc.) will be render the bid as conditional bid and will be liable for rejection.

SIGNAUTRE OF BIDDER: \_\_\_\_\_  
 NAME.....: \_\_\_\_\_  
 NAME OF BIDDER....: \_\_\_\_\_  
 STAMP.....: \_\_\_\_\_  
 DATE.....: \_\_\_\_\_

(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 with drawl of the aforesaid Bid by the Bidder before the end of the period specified in the Bid after the opening of the same for the validity thereof, or if no such period to be specified within 120 days after said opening and or in the event that the Bidder within the period specified thereof, or if no period be specified with 15 days after prescribed forms are presented to the Bidder of signature the Bidder shall fail to execute such further contractual documents if any as may be required by the Company, or on the Bidders' failure to give the requisite Performance Bond as may be required for the fulfillment or resulting Contract with 10 days of the acceptance of the Bid.
2. To accept written intimation(s) from you as sufficient evidence of the existence of default or non compliance as aforesaid on the part of the Bidder and to make payment immediately upon receipt of the written intimation.
3. No grant of time or other indulgence to, or composition, or arrangement with the Bidder in respect of the aforesaid Bid with or without notice to us shall in any manner discharge or otherwise, however, affect this guarantee and our liabilities and commitments hereunder.
4. The guarantee shall be binding on us and our successors in interest and shall be irrevocable.
5. This guarantee shall remain valid upto \_\_\_\_\_.

Yours faithfully,

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



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

## **PERFORMANCE BOND FORMAT**

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

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

### **Tender Enquiry No SSGC / SC /**

Dear Sirs,

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

1. To make un-conditional payment of Rupees \_\_\_\_\_ and un-conditional payment in such amount as you may require from time to time as and when called upon by you to do so, not exceeding in the aggregate payment of Rupees \_\_\_\_\_, being the amount covering liquidated 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.

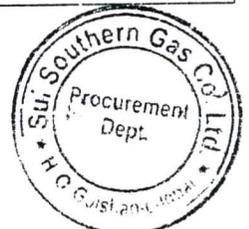
[The Seller/Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, 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 23<sup>rd</sup> 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:

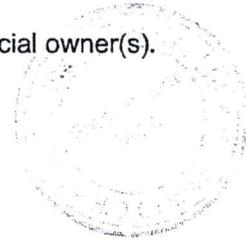
1	2	3	4	5	6	7	8	9	10
Name	Legal form (Company/Limited Liability Partnership /Association of Persons/Single Member Company/Partnership Firm/Trusted/Any other Individual, Body Corporate (to be Specified)	Date of Incorporation / Registration	Name of Registering Authority	Business Address	Country	Email Address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

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 subscribers other that natural Person	Numbers of shares taken by cash subscribers (in figures and words
			Total numbers of shares taken (in figures and words)				

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

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



## 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.]



SECRET-1111

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.

Page 1 of 10  
Dated : 12<sup>th</sup> October 2020  
Revision-1 : Dt: 3 Sept 2024



#### 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 Performance 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.

Page 5 of 10  
Dated : 12<sup>th</sup> October 2020  
Revision-1 : Dt: 3 Sept 2024



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, inter alia, 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.

Page 7 of 10  
Dated : 12<sup>th</sup> October 2020  
Revision-1 : Dt: 3 Sept 2024



- iii. Any attempt / activity to malign or bring SSGC into disrepute and harm its interest(s).
- iv. Person(s) / Firm(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) 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) 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



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.

Page 10 of 10  
Dated : 12<sup>th</sup> October 2020  
Revision-1 : Dt: 3 Sept 2024



**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-Manual-1-1.pdf>].
3. That \_\_\_\_\_ [Supplier Company Name] agrees to comply fully with all the policies, procedures, and responsibilities outlined in the IMS Manual, and will ensure that all relevant employees, contractors, and agents are made aware of and comply with the same.
4. That \_\_\_\_\_ [Supplier Company Name] acknowledges that failure to comply with the IMS Manual may result in corrective action, including but not limited to financial penalties as per SSGC policy and suspension or termination of business with Sui Southern Gas Company Limited (SSGC).
5. 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 white there is no change in other Rules (income tax withholding Balochistan Sales Tax withholding; etc.)



سوئی سدرن گیس کمپنی لمیٹڈ  
پروکیورمنٹ ٹیپارٹمنٹ

تمام ٹھیکیداروں کے لئے معیاری ایٹوائزرز

خدمات کی ادائیگی پر سندھ سیلز ٹیکس  
(۱ جولائی ۲۰۲۴ 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 نظر ثانی 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 (انکم ٹیکس ود ہولڈنگ بلوچستان سیلز ٹیکس ود ہولڈنگ وغیرہ) میں کوئی تبدیلی نہیں کی گئی ہے۔