

## SUI NORTHERN GAS PIPELINE LIMITED TERMS AND CONDITIONS

1. The Contractor shall employ his own workmen/labour/persons/personnel and shall provide materials, transport, maintenance and POL necessary for the work and shall be responsible for all royalties. his rates shall include for all the materials.
2. The work and materials shall be to the satisfaction of the Company's representative and the Contractor's rates shall include for all incidental and contingent work, which although not specifically mentioned in this Contract, are necessary for its completion in a sound and workman-like manner.
3. The Company's representative shall have power to
  - (a) Reduce the rates at which payment shall be made if the quality of the work though acceptable is not up to the required standard.
  - (b) Direct the Contractor to remove any inferior materials from the site and to demolish or rectify any work of inferior material on workmanship, failing which the Company's representative may arrange for any such work to be demolished or rectified by any other means at the Contractor's expense.
  - (c) Direct deviations in any parts of this Contract, all such Deviation Orders to be in writing and to show the financial effect, if any, of such deviations and whether any extra time is to be allowed.
4. The Contractor shall have no claim against the Company's terminations of this Contract or in respect of any work which may be withdrawn, abandoned or postponed except for work actually completed under this Contract.
5. The Contractor shall engage such number of workmen/labour/personnel as he may consider necessary and shall be directly responsible for determining the terms and conditions of their service. All such workers / employees / persons / personnel shall continue to be the workers of the Contractor and the Company shall not be responsible for them, their dues, claims, damages, disputes for terminal benefits, whatsoever that may arise in connection with their employment with Contractor.
6. The Contractor shall be responsible for the conduct, behavior and work production of his workmen individually and/or collectively and shall exercise administrative control over them directly.
7. The Contractor shall ensure that the workmen employed by him abide by all the safety precautions (as per attached Contractor HSE Statement Doc # SNGPL-GPR013-F001 under ISO 14001:2004 and OHSAS 18001:2007 standards) in force and comply with all such requirements as may be laid down from time to time in connection with the execution of this Contract and his employees/workmen confine themselves to the workers or areas as may be specified by the Company from time to time.
8. The Contractor shall not sublet the Contract or any part thereof to any other person and shall always be personally responsible for the faithful/efficient performance and progress of the work entrusted to him under this Contract.
9. The Contractor hereby agrees to indemnify the Company against all actions, suits, proceedings, claims, damages or expenses, including any liability, loss, claim or proceedings, whatsoever arising under any law in respect of personal injury or death of any person, resulting out of or in connection with carrying out of the contracted work whether or not such actions, suits, proceedings, claims, damages or expenses shall arise or be brought or have to be paid under the Workmen's Compensation Act, 1923 or under any other Law.

### CONTRACTOR

**SUI NORTHERN GAS PIPELINE LIMITED**  
**TERMS AND CONDITIONS**

10. The Contractor hereby guarantees that he and the workmen/employees/personnel/persons employed by him in connection with the execution of this Contract shall maintain peace while on the job inside the Company's area during the entire period of the Contract and any administrative, disciplinary or any other dispute arising between the Contractor and his employees or any dispute amongst the workmen/employees, interest, shall be settled outside the Company's site area without effecting the work.
11. The Company shall have the right to terminate this agreement without assigning any reason at any time and in such case the Contractor shall cease to work with immediate effect.
12. The Contractor shall be liable to pay the Company liquidated damages of one percent of the estimated total cost of the work per day late in completion up to a maximum of ten percent only. This payment shall be at the Company's discretion and may be reduced or waived if in the opinion of the Company's representative the work has been delayed for valid reasons.
13. In case of any dispute with regard to this Contract the decision of the Company's representative shall be final.
14. The work is to be commenced immediately upon receipt of the written "Order to Commence Work", but not before.
15. The Contractor shall be liable for, and shall indemnify the Company against, any expense, liability, claim, proceedings or loss, including any consequential loss, in respect of any injury or damage whatsoever to any property real or personal in so far as such injury or damage arises out of or in the course of or by reason of the performance of this Contract, and provided always that the same is due to any negligence, omission or default of the Contractor, his servants or agents, and at his own cost shall carry out all repairs resulting from such injury or damage as aforesaid work and shall leave the site clean and tidy.
16. The Contractor shall clear away rubbish and surplus materials from the site on completion of his work and shall leave the site clean and tidy.
17. The work shall be done to the entire satisfaction of the Company. The Company is the sole judge to approve the standard of work if any defect(s) are observed up to completion of maintenance period, the contractor shall make good all such defects at his own risk and cost including materials / labor. If the contractor fails to do any such work, as aforesaid required by the Company, the Company can get the same work done through any other means and all expenses consequent thereon or incidental thereto shall be recoverable from the contractor by the Company or may be deducted by the Company from any money due or which may become due to the contractor.

**SPECIAL CONDITIONS:**

**18 FORCE MAJEURE:**

The parties will not be considered to be in default in the execution of their contractual obligation or any of them to the content that the execution of such obligation or any of them is delayed or omitted by cause of force majeure. Each party will advise the other party by written notice within 15 days of the occurrence of any such case of Force Majeure. The term Force Majeure is employed herein shall mean act of public enemy, wars (whether declared or not) invasion, hostilities, revolution, insurrection or military coup or usurped power, civil disturbance, epidemics, earthquake, riots (other than among the Contractor's own employees), fire, floods, 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 exercise of due diligence the party seeking excuse from performance is unable to overcome.

- a. The Company is not liable to the Contractor for any damage or loss caused by Force Majeure directly or indirectly.
- b. No idle time will be paid by the Company for any reason whatsoever.
- c. Any hold up of work due to equipment's breakdown or maintenance shall be on Contractor's account and rental during such holdups will not be paid by the Company.

**CONTRACTOR**

10 **WITH HOLDINGS / RETENTION MONEY**

An amount @ 05% of the total value of FPC will be deducted from PPC/FPC of the contractor as security of the job, the same will be retained by company and released after six months of satisfactory completion of work in all respect.

20 **SITE VISIT**

The bidder are advised to visit and examine the Site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. All cost in this respect shall be at the bidder's own expense.

The bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents will release and indemnify the Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

21 **TIME PERIOD / PROGRESS**

- a) The contractor shall be required to strictly follow the work schedule advised by the site in-charge and accordingly adjust the progress of work.
- b) The work is required to be completed within 30 days after the receipt of work order.

22 **INCOME TAX**

- a) If applicable contractor shall mention income tax number on his claims. In case of exemption, he shall justify through relevant documents any such exemption.
- b) Income tax will be deducted from claim of the contractor as per prevailing law, specified by the Govt. and for such deduction a certificate will be issued to the contractor.
- c) In case of tax exemption, the contractor will provide tax exemption certificate in this regard.

23 **EARNEST MONEY**

- a) A demand draft, pay order, Cheque, deposit-at-call or deposit receipt issued from any scheduled bank of Pakistan (preferably in Faisalabad) equal to 2% of tendered amount of work in favor of Sui Northern Gas Pipelines Limited, Faisalabad (T) shall be submitted with tender as earnest money. Tenders without earnest money will not be entertained. The earnest money of unsuccessful tenderers shall be returned, after declaring the successful / lowest tenderer.
- b) The earnest money of the successful tenderer shall be returned after placing of PPC/FPC against work done. If the tenderer to whom the contract is awarded refuses or neglects to execute the agreement, then the earnest money will be forfeited and contract may be rescinded.

24 **PAYMENTS & WITH HOLDINGS**

The company shall pay the contractor for the complete performance of the work to the satisfaction of the company on the following basis:

- a) The cost of unit rate should include, labor personnel salaries, all types of allowances including overtime etc. traveling expenses, manage overheads, profits, sundry expenses such as office, clerical recruitment, kit allowance, excess baggage, equipment cost, POL etc.
- b) Progress payments can be made to the contractor after completion of various stages of work.
- c) The authorized progress payments shall be made through cheque after previous stages completion of work, submission and processing of bills in the areas.
- d) All labor / staff employed and deployed by the contractor shall entirely be the liability of the contractor. The contractor shall make own arrangements for transportation, medical cover, boarding / lodging etc. of his workers.
- e) All operations shall be carried out by the Contractor to the satisfaction of Site Engineer / Supervisor.
- f) Any site problem created by locals or nay other authority, whatsoever the reason may be, shall be tackled by the contractor himself. Any delay in work because of such dispute shall not be the liability of the company.

## **CONTRACTOR**

25 **ADVANCE PAYMENT**

No advance payment shall be made.

26 **ESCALATION**

No escalation in respect of any kind of material and labor shall be paid in any case due to increase of prices in the market.

27 **CANCELLATION OF CONTRACT**

The contract can be terminated by the company at 7 days notice if the work of the contractor is not found satisfactory. The company shall be the sole and final judge in such an event.

28 **LEGAL NOTICE**

For the purpose of any notice permitted or required to be given hereunder, such notice or notices shall be deemed given if and when deposited in the Pakistan Mails, under registered cover and with postage prepaid, addressed to the company or to the contractor as the case may be, at address in Pakistan to be specified in the work order.

29 **Period of Maintenance**

06 months calculated after date of completion.

30 **SPECIFICATIONS, DRAWINGS AND MEASUREMENT OF WORK**

- I. The contractor shall carry out work as per standard specification / drawing / design, up to entire satisfaction of the Site Engineer and Site Supervisor can changed design / drawing as per site condition.
- II. The contractor shall provide samples of any item for selection of color, design, quality and size at site, the decision of site engineer shall be final in this regard.
- III. The measurement work (fully or partially) shall be carried out by contractor in the presence of site engineer and after completion of work in all respect.
- IV. The contractor shall provide (if required) proof of similar nature of works carried out in last 03 years.

31 **LIQUIDATED DAMAGES**

Work will be completed in specified time period. In case of delay / late liquidated Damages will be charged @ 0.2% per day of delay and maximum up to 10% of total value of work done.

32 **CONTRACTOR CLAUSE**

- (i) The contractor shall be liable to pay compensation to his staff / labour in case of any major injury, disability and fatality category wise as under:
  - a. In case of Major Injury (Injury leading to Temporary disablement) Payment of ½ of the monthly wages till the recovery of temporary disablement or for a maximum period of one year, whichever is less.
  - b. In case of Disability (Permanent) Payment of 1/3 of the monthly wages till the recovery of chronic ill health / disease or for a maximum period of 5 Year, whichever is less.  
Rs. 500,000/-
  - c. Fatality Rs. 500,000/-
- (ii) Failure to compliance against HSE initiative at operational sites will lead to blacklisting of a contractor Through following disciplinary actions.
  - d. 1<sup>st</sup> Violation Warning letter
  - e. 2<sup>nd</sup> Violation Deduction of Rs. 100,000/-
  - f. 3<sup>rd</sup> Violation Deduction of Rs. 500,000/-
  - g. 4<sup>th</sup> Violation Suspension for a period of six months
  - H. 5<sup>th</sup> Violation Blacklisting

Contractor will not withhold any part of salary, benefits, property or documents of his personnel in order to force such personnel to continue working and contractor will not engage in or support human trafficking.

Contractor must obtain third party insurance to cover such incidents.

I. As per requirement of ISO-14001:2015, necessary information regarding environmental aspects of machinery/equipment/material utilizing in boring could be asked at any stage during the excavation of job from contractor.

4. In case of ditching Contractor's facility, Contractor will ensure the following:

- a. Minimum level of age / experience/ skill of Contractor's staff/ labour will be checked by first line executives and HSE Engineer against the relevant job.
- b. Contractor's staff should use only those tools at site which have prior verification from First Line Executive and HSE Engineer.

(iii) The Contractor shall ensure / compliance:

" We Shall not withhold any part salary, benefits, property or documents of our personnel in order to force such personnel to continue working and we shall not engage in or support human trafficking "

**33 INSURANCE**

- a) Contractor shall obtain 3<sup>rd</sup> party insurance for his employees/staff/labor, involved in the subject contract working inside company's premises, for the payment of compensation cost as mentioned in clause 32-b of tender document.
- b) In case of any major injury / disability / fatality, Company has the right to retain compensation cost from FPC amount accordingly (as mentioned in clause 32-b) until the payment is made to the sufferer by the contractor.

**34 Bid Validity**

The bid shall be valid for at-least a period of 90 days and bid validity should be clearly mentioned on the bid.

**35. Caution Money:**

An amount equal to 18% will be deducted from the contractor's bill as caution money and retained until the Sui Northern Gas Pipelines Limited (SNGPL) Tax Department processes and claims the Provincial Sales Tax (PST). This amount will be held for a period of approximately 04 to 06 months, after which it will be released, subject to confirmation from the Tax Department.

- 36. The above Terms and Conditions are fully understood and accepted by the Contractor.

**CONTRACTOR**

**B.O.Q.**

Please submit your quotation for the job explained below in Para-1

**1- NATURE & SCOPE OF WORK**

- a) **REPAIR/ REPALCEMENT OF MOSAIC FLOOR IN COURTYARD AREA OF MOSQUE AT H.Q (T) FAISLABAD.**
- b) The bid will be evaluated on the basis of total cost of the job and not on the basis of individual item rate.
- c) Quantum of work and completion period may be changed as per site condition.
- d) Bidders are required either to submit the item wise rates on their letter head by reproducing the specs and unit rates given in the under noted table or also may be submitted their rates on the format as given below.
- e) Transportation, loading / unloading of material will be paid by contractor.
- f) 15 days curing of all civil work will be the responsibility of contractor.
- g) The contractor shall provide samples of all item for selection / approval of color, design, quality and size at site, the decision of site engineer shall be final in this regard.
- h) Approximate quantum of work shall be as under.

<b>Item No.</b>	<b>Description of Work</b>	<b>Qty / Unit</b>		<b>Rate (Rs.)</b>	<b>Amount (Rs.)</b>
01	Providing, laying, fixing, aligning and finishing of premium quality Porcelain / Homogeneous Floor Tiles (Prayer Mat Texture/Pattern), minimum size 600 mm x 1200 mm (2'-0" x 4'-0"), approved make, shade and layout, fixed with approved bonding material/adhesive over prepared surface including cutting, machine finishing, spacer alignment, grouting with matching color, curing, cleaning and all ancillary works complete in all respects as per specification and instructions of Site Incharge.	151	Smt		
02	Dismantling/removal of existing floor finish including mosaic/tile flooring, chiseling of weak base where required, lifting of debris, segregation and disposal of unserviceable material outside premises, preparation of sub-grade, floor dressing, leveling with cement sand mortar, slope correction, compaction, grouting, joint treatment and making good disturbed surfaces complete in all respects including labour, tools, machinery, transportation, loading/unloading and overhead charges as per prevailing site conditions. <b>Note: Site Clearance is also included in this scope of work, minor variation/Deviation (as per site Condition) however payment will be made as per overall quoted unit rate.</b>	1620	Sft		
<b>Total Amount (Rs.)</b>					
<b>PST 16%</b>					
<b>Grand Total Amount (Rs.)</b>					

  
**INCHARGE CIVIL**  
**H.Q (T) FSD.**

**SIGNATURE & SEAL OF THE TENDERED**

**SUI NORTHERN GAS PIPELINES LIMITED**  
**REPAIR/ REPALCEMENT OF MOSAIC FLOOR IN**  
**COURTYARD AREA OF MOSQUE AT H.Q (T) FAISLABAD.**

**APPENDIX-A**

<b>Time of Completion</b>	<b>:</b>	<b>30 Days</b>
<b>Validity Period of Tender</b>	<b>:</b>	<b>90 Days</b>
Earnest Money	<b>:</b>	Two percent (2%) of the tendered cost of the project
Amount of Performance Bond or Guarantee	<b>:</b>	Equal to ten percent of the amount of contract (only for Work Order greater than Rs. 600,000/-) to be issued by any of SNGPL's approved Insurance Company. This should be submitted within 30 days of issuance of work order and will be returned after successful completion of maintenance period.
Validity Period of Performance Bond	<b>:</b>	Till satisfactory completion of Maintenance Period
Period for commencement, from Company's order to commence	<b>:</b>	From the date of receiving work order or from actual date of site handover, in case of any site problem.
Mode of Payment	<b>:</b>	After completion of work, clearance of site, Handing over the project. <span style="float: right;">100%</span>
Penalty on delay of Job	<b>:</b>	0.2% of the contract amount per day of delay
Maximum Limit of Penalty	<b>:</b>	10% of the total contract amount
<b>Period of Maintenance</b>	<b>:</b>	<b>Six Months calculated after date of completion</b>
Amount of Retention Money	<b>:</b>	10% of amount of work done from each PPC and total of 5% of gross value of work done from FPC. The amount retained more than 5% of FPC will be released in FPC.
Payment or Retention Money	<b>:</b>	After successful completion of maintenance period and / or after satisfactory rectification of all defects/deficiencies pointed out during maintenance period.
Time within which payment to be made : after site verification by SNGPL's Site Incharge and submission Bill/PST Invoice	<b>:</b>	(60) Sixty working days of SNGPL.
HSE Compliance	<b>:</b>	As per Company's HSE Management system, the contractor will be bound to ensure compliance of all relevant clauses of contractor's HSE manual and contractor's HSE statement.

  
**INCHARGE CIVIL**  
**H.Q (T) FSD.**

**SIGNATURE & SEAL OF THE TENDERED**



The Contractor/Supplier/Vendor shall prepare and maintain information including a clear method statement, regarding Contractor/sub-contractor activities, which outline the work to be undertaken and the method(s) for minimizing and maintaining environmental impacts, OH&S Hazards and maintaining compliance with HSE regulations.

To assist in organizing and maintaining information, background information sections have been included (section I, II, III). Sections can be modified or deleted as required when requesting a method statement from Contractors / subcontractors.

**SNGPL's Personnel to Complete Sections I, II, and III**  
**Suppliers to Complete Sections IV, V, and VI**

**Section I Your Information:** [type or print]

<b>Name:</b>	
<b>Phone Number:</b>	
<b>Fax Number:</b>	
<b>Dept Name:</b>	

**Section II. Requisition Information:** [type or print]

<b>Requisition Number:</b>	
<b>Project Number: (if applicable)</b>	

**Section III. Service or Activity to be Performed:** [Check all that apply]

<b><u>Material/Chemical:</u></b> (Production/Non-production)	Paint Solvent Sealer	Treatment Chemicals Lubricants, Oils, Greases Gasoline	Janitorial Material Other (specify) _____ Other (specify) _____
<b><u>Facilities/Construction:</u></b>	Ditching Electrical Paint Structural	Roofing Mechanical HVAC	General Contractor Arch/Engin/Consulting Other (specify) _____
<b><u>Services:</u></b> (Includes Environmental Services)	Janitorial Security Maintenance	Emergency Response Env. Consulting Paint Booth Cleaning	Waste Management Other (specify) _____
<b><u>Containerization:</u></b>	5 gal. Or less Drums Bulk Tanks	<b><u>Type of Contract:</u></b>	Commodity Management On-site Manager Provided Total Cost Contract



**Section IV. Supplier/Contractor/Vendor Information: [Circle / Check all that apply]**

**Current Supplier/Contractor/Vendor to this Facility**

**New Supplier/Contractor/Vendor to this Facility**

**Currently involved in other Facility project(s)**

**List Project(s): \_\_\_\_\_**

**(Complete Information in table below) [Type or print]**

<b>Name:</b>	
<b>Address:</b>	
<b>City &amp; Province:</b>	
<b>Phone Number:</b>	
<b>Fax Number:</b>	
<b>President/General Manager/ CEO etc:</b>	
<b>Facility Site Coordinator:</b>	
<b>Email Address:</b>	
<b>Phone Number:</b>	
<b>Mobile Number:</b>	
<b>Fax Number:</b>	
<b>Pager:</b>	
<b>24 Hour Emergency Number:</b>	



**Subcontractor Information: (List suppliers/contractors/vendors not identified) [type or print]**

Type	Firm Name
Architectural	
Mechanical	
Electrical	
Heavy Vehicles	
Industrial Services	
Painting	
Roofing	
Architectural/Engineering / Consulting Firm	
Sampling/Testing	
Chemical Supplier	
<u>Other (specify)</u>	
Scrap/Salvage Dealer	
Waste Disposal	
Demolition Disposal	

Note: It is strongly recommended that you have your subcontractors and suppliers involved at this facility should complete a separate HSE briefing package for the facility's review.



**Section V. Contractor / Supplier / Vendor Method Statement:**

Supplier / Contractor / Vendor is financially responsible for on-site HSE remediation actions resulting from incidents involving their employees and subcontractors. To minimize the risk of environmental accidents, please review and initial the items contained in the HSE Management Basics Table below:

Health, Safety and Environment Management Basics	Tick (√)
1. Contractor will ensure that the <ul style="list-style-type: none"> <li>• Health of its employees is protected.</li> <li>• All activities carried out for the execution of the job are safe.</li> <li>• Compliance is met with all relevant laws and regulations.</li> <li>• All HSE (Health, Safety and Environment) procedures of the Company are implemented.</li> <li>• Safe working environment is provided to its employees.</li> </ul>	
2. Contractor will take all necessary steps to minimize the hazards associated with the job. Appropriate personal protective equipment should be provided to the employees where hazards exist.	
3. All incidents resulting in Dangerous Occurrence, minor or major injury, fire, vehicle accident and environmental incident are to be reported to Company within 24 hours.	
4. The contractor is to make his own arrangements for treating injuries to his employees. In the event a contractor employee is injured while working for the Company, it is the contractor's responsibility to notify the Company representative immediately and to report the circumstances of injury.	
5. Contractor's mobile equipment such as trucks, crane, welding machines etc must be maintained in good working condition. Contractor's trucks and other mobile equipment should be operated in such a way that material they are carrying does not fall off the equipment on to the roads. If repairs are required or vehicles become immobilized, arrangements must be made to correct the situation with additional outside help.  6. Prior to the start of work a certificates from a competent authority is to be given to the site in charge by the contractor stating that all mobile heavy equipment are in good working condition.  Only licensed and designated qualified people shall operate contractor's equipment.	
7. Company equipment must not be handled or tampered with by contractor. The Company representative may grant permission to the contractor on specific conditions to operate Company equipment if emergency conditions so require.	
8. When doing work involving excavation, contractors must not damage or break into or otherwise open any underground piping. Extreme care must be exercised in this respect while excavating with power driven equipment. If lines are accidentally damaged, notify the Company representative immediately.	
9. All excavation made by contractors must be fenced, barricaded or otherwise protected so as to prevent personnel from slipping or falling into them.	
10. Drawing / Excavation Include safety talk notified for facilitating contract employees ever during transportation by Cos TPT.	
11. The authorized Company executive will issue a permit appropriate for any work to be done by the contractor at Company's designated sites where work permit procedure is applicable. After receiving permit for work the contractor shall be guided by Company rules and applicable laws in performing his work.	
12. Contractors shall provide to all their staff the relevant PPE's as specified by the Company against each job. Contractors staff will do compliance.	
13. Contractor's job sites must be kept reasonably clean and free of rubbish and debris which may create tripping or fire hazard. Upon completion, the contractor shall leave the area in a clean and orderly manner, removing all contractor's debris, equipment, and excess material.	
14. Contractor shall dispose off all the waste generated from its activity in environment friendly manner as described in Pakistan Environmental Protection Act, 1997.	
15. The Contractor / Vendor / Supplier shall provide information regarding OH&S and environmental conditions pertaining to machinery / equipment / product / material / item being procured or services being hired	



**Section VI. Supplier/Contractor/Vendor Certification: [review and sign]**

I have reviewed and understand the information contained in this document. I also understand that SNGPL's HSE Personnel have the right to inspect our activities and those of our Suppliers/Contractors/Vendors with regards to our on-site activities. I further understand that activities pertaining to service and/or maintenance contracts may only require submission of this form on an annual basis.

<b>Name</b>	
<b>Title</b>	
<b>Signature</b>	
<b>Date</b>	