

# Standard Bidding Document

SSGC/SC/NR/EPADS2/14419 (Backup Data Connectivity Over Dual Fibers  
with Auto Switching For SSGC Head Office , and Hyderabad RO Office (As  
Per BOQ)  
(Non-Consultancy Services)

National

Single Stage-One Envelope



*August 18, 2026*

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# PROCUREMENT NOTICE

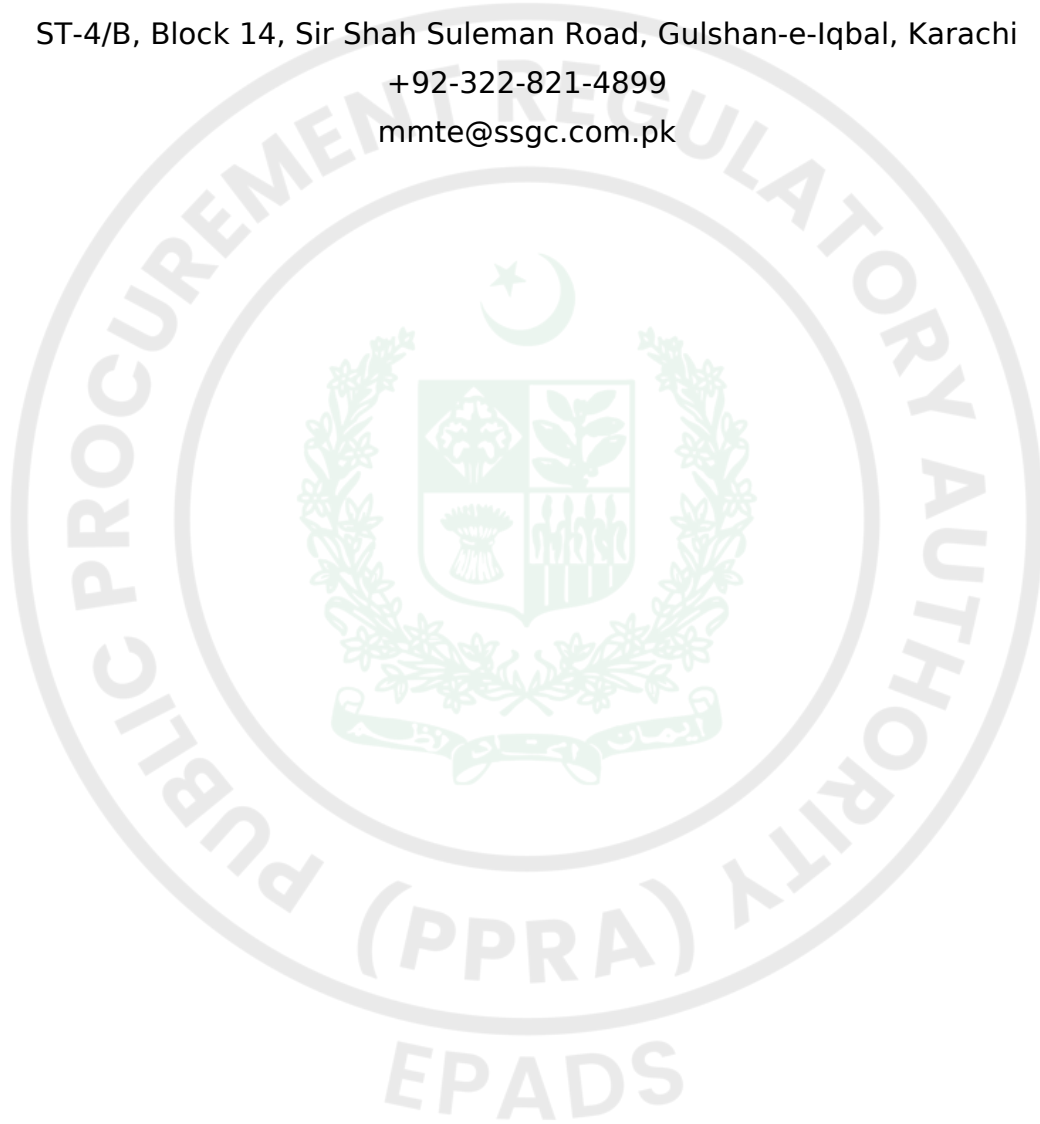
## PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **SSGC (PROCUREMENT DEPARTMENT)** has reserved Funds for the procurement planned for FY **2026-27**. The **SSGC (PROCUREMENT DEPARTMENT)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**SSGC/SC/NR/EPADS2/14419 (Backup Data Connectivity Over Dual Fibers with Auto Switching For SSGC Head Office , and Hyderabad RO Office (As Per BOQ)**" with the reference of "**P59093**"
2. The **SSGC (PROCUREMENT DEPARTMENT)** invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-Consultancy Services.
3. **Single Stage-One Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, and Instructions issued by the Authority (from time to time).
4. All Bids must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order, Bank Guarantee** or Bid Securing Declaration on the prescribed format described.
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **<https://epads.gov.pk/opportunities/federal/procurements/59093>**.
6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Monday, September 7, 2026 11:00 AM**. E-bids will be opened on the same day at **Monday, September 7, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0**, may register themselves on **<https://vendors.epads.gov.pk/>**.

A tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>

7. In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at ([www.ppra.org.pk](http://www.ppra.org.pk)).

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## Instructions to Bidders

## A. Introduction

### 1. Scope of Bids

1.1. The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids through **EPADS v2.0** for the provision of Non-Consultancy Services for as specified in the BDS and in **Section Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. **Single Stage-One Envelope** procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the **BDS**.

### 2. Source of Funds

2.1. Source of funds is referred in Clause-1 of Invitation for Bids.

### 3. Fraudulent & Corrupt Practices

3.1. As defined under Rule 2(1)(f) of the Public Procurement Rules, 2004.

### 4. Eligible Bidders

4.1. A bidder is eligible to participate in a procurement process if the bidder:

4.1.1. possesses or has access to the technical competence, financial resources, equipment and other physical facilities, personnel, managerial capability, experience and reputation necessary to complete the procurement contract;

4.1.2. has the legal capacity to enter into a procurement contract;

4.1.3. is not insolvent, in receivership, bankrupt or being wound up and its activities or affairs are not suspended or being administered under any Act, by a court or by a judicial officer;

4.1.4. is not the subject of legal proceedings for any of the matters mentioned in sub-rule (c);

4.1.5. has fulfilled or has made substantial arrangements satisfactory to the relevant authorities, to fulfil its obligations to pay taxes and social security (where applicable) other contributions of its employees; and

4.1.6. has not, or in the case of a company, its owners and beneficial owners, directors or officers have not, been convicted of a criminal offence related to:

4.1.6.1. its professional conduct; or

4.1.6.2. a bidder (or, in the case of a company, its key individuals such as owners, beneficial owners, directors, or officers) must not have engaged in any prohibited practice, such as fraud, corruption, collusion, or coercion, within the time period stated in the bidding documents, which can be up to three years before the start of the procurement process. Additionally, the bidder must not have been debarred (i.e., banned) from participating in public procurement processes in Pakistan or by any international organization or country. If they have, they are ineligible to participate in the current bidding.

4.2. The procuring agency may require a bidder participating in the procurement process to provide the prescribed documentary evidence or other information to satisfy itself that the bidder is qualified in accordance with the criteria in sub-clause (1).

4.3. A procuring agency shall set out in the bidding document all the criteria for qualification to be applied in accordance with sub-clause (1).

4.4. Except as permitted under the Ordinance, Rules and Regulations, the procuring agency shall not establish a criterion for eligibility of a bidder that:

4.4.1. discriminates against or among a bidder or against categories of bidders; or

4.4.2. is not required for the performance of the procurement contract; or

4.4.3. is not related to the avoidance or management of legal, reputational or economic risk to the procuring agency unless it is in the national interest to do so, and the criteria is set out in the bidding documents.

4.5. A procuring agency shall assess the eligibility of a bidder for participation in the procurement process against the criteria for qualification under sub-clause (1).

4.6. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the contract in accordance with the terms and conditions of the contract. The joint venture, consortium, or association shall nominate a lead member as nominated in the BDS,

4.7. who shall have the Authority to conduct all business for and on behalf of any and all the members of Joint venture, consortium, or association during the bidding process, and in case of award of contract, during the execution of the contract.

4.8. The appointment of the lead Member in the joint venture, consortium, or association shall be confirmed by submission of valid power of Attorney to the procuring agency.

4.9. Subject to the limits specified in the BDS, the procuring agency may allow bidders to participate in the form of a Joint Venture (JV). However, each party in the JV must individually meet the eligibility criteria specified in the BDS

4.10. No Bidder can be a sub-contractor while submitting a Bids individually or as a member of a joint venture in the same Bidding process.

## **5. Qualification of the Bidder**

5.1. All Bidders shall provide in Section VI, Bid Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

## **B. Bidding Documents**

## 6. Contents of Standard Bidding Document

6.1. The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued by the Procuring Agency include:

**Section I** -Invitation to Bid

**Section II** Instructions to Bidders (ITB)

**Section III** Bid Data Sheet (BDS)

**Section IV** Eligible Countries

**Section V** Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.

**Section VI** Bidding Forms

**Section VII** Fraudulent & Corrupt Practices

**Section VIII - Material & Non-material deviation**

**Section IX** General Conditions of Contract (GCC)

**Section X** Special Conditions of Contract (SCC)

**Section XI** Contract Forms

6.2. The Bidder is expected to examine all instructions, requirements, forms, terms and specifications in the bidding documents. Failure to furnish all the information required in the bidding document will be at the Service provider's risk and may result in the rejection of his bids.

## 7. Clarifications

7.1. Clarifications of the bidding documents may be requested in writing through EPADS v2.0 by any bidder up to three days prior to the deadline for the submission of bids.

The procuring agency shall respond promptly and in writing to any request by a bidder for clarification of the bidding documents and, in any event, no later than two days prior to the deadline for the submission of bids or proposals.

Responses to requests for clarification shall be communicated simultaneously and in writing to all bidders participating in the procurement proceedings.

No bidder shall be allowed to alter or modify his bid after the bids have been opened however, the procuring agency may seek and accept clarification to the bid that do not change the substance of the bid, through EPADS v2.0.

7.2. Procuring Agency's response will be uploaded on the EPADS v2.0, including a description of the inquiry.

7.3. Should the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure under **ITB 1.1.**

7.4. If indicated **in the BDS**, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned **in the BDS**. During this pre-bid meeting, prospective bidder(s) may request clarification(s) regarding the schedule of requirements, the Evaluation Criteria or any other aspects of the bidding document.

7.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS v2.0. Any modification to the bidding document that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum.

7.6. To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its bid including breakdown of prices, through EPADS v2.0. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered.

No change in the prices or substance of the bid shall be sought, offered, or permitted.

The alteration or modification in the bid which in any way affect the following parameters will be considered as a change in the substance of a

bid:

- 7.6.1. evaluation & qualification criteria;
- 7.6.2. required scope of work or specifications;
- 7.6.3. all securities requirements;
- 7.6.4. tax requirements;
- 7.6.5. terms and conditions of bidding documents; and
- 7.6.6. change in the ranking of the bidders.

From the time of bid(s) opening to the time of contract award, if any bidder wishes to contact the procuring agency on any matter related to the bid, it should do so in writing or through electronic form that provides record of the content of communication.

## **8. Amendment of Bidding documents**

8.1. Before the deadline for submission of bids, the procuring agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addendum.

8.2. Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document and shall be uploaded on EPADS v2.0 as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the **BDS**:

Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.

8.3. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of bids:

Provided that the Procuring Agency shall extend the deadline for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

## C. Preparation of Bids

### 9. Documents Constituting the Bids

9.1. The bids prepared by the bidders shall constitute the following components: -

9.1.1. Forms of bid and Bid Prices completed in accordance with ITB BDS, GCC and SCC;

9.1.2. Documentary evidence established in accordance with BDS that services to be provided by the bidder are eligible services, and conform to the bidding documents;

9.1.3. Documentary evidence established in accordance with BDS that the bidder is eligible and/or qualified for the subject bidding process;

9.1.4. Documentary evidence established, that the bidder has been authorized to provide the services;

9.1.5. Bid security or Bids Securing Declaration furnished in accordance with BDS; and

9.1.6. Any other document required in the BDS.

### 10. Documents Establishing Eligibility of the Services and Conformity to bidding documents

10.1. To establish the conformity of the Non-Consulting Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.

10.2. Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive.

## **11. Documents Establishing Eligibility and Qualification of the Bidder**

11.1. Pursuant to BDS, the bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

11.2. The documentary evidence of the bidder's eligibility to bids shall establish to the satisfaction of the procuring agency that the bidder, at the time of submission of its bid, is from an eligible country as defined in Section-IV titled as "Eligible Countries".

11.3. The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the satisfaction of procuring agency that:

11.3.1. the bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.

11.3.2. that the bidder meets the qualification criteria listed in the Bids Data Sheet.

## **12. Form of Bid**

**12.1. The bidder shall fill the Form of Bid furnished in the bidding documents. The Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.**

## **13. Bids Prices**

13.1. The Bids Prices quoted by the bidder in the Forms of Bid and in the price schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.

13.2. All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed to be included in the prices of other items.

13.3. The Bid price to be quoted in the Forms of Bid shall be the total price of the bid, excluding any discounts offered.

13.4. The bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.

13.5. Prices quoted by the bidder shall be fixed during the currency of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, unless otherwise price adjustment is permissible under Conditions of the Contract. (May be reviewed)

#### **14. Price Adjustment**

14.1. Price adjustment shall not be applicable.

14.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services on annual basis as per agreement.

**14.3. Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the applicability in that case.**

#### **15. Bids Currencies**

15.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS.

#### **16. Bid Validity Period**

16.1. Bid(s) shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

#### **17. Bid Security or Bid Securing Declaration**

17.1. Unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, in the amount and currency specified in the BDS or Bid Securing Declaration on the format provided in Section VI (Bid Forms) The scanned copy of the Bids Security shall be uploaded in the EPADS v2.0 while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.

17.2. The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture.

17.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in BDS, GCC and SCC are invoked.

17.4. Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible after the award of contract, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, whichever of the following that occurs earliest:

17.4.1. the expiry of the Bid Security;

17.4.2. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the bidding document;

17.4.3. the rejection by the Procuring Agency of all Bids;

17.4.4. the withdrawal of the Bid prior to the deadline for the submission of bids, unless the bidding document stipulate that no such withdrawal is permitted.

17.5. The Bid Security may be forfeited or the Bid Securing Declaration executed:

17.5.1. if a bidder:

17.5.1.1. withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the bidder in the Forms of Bid, except as provided for in the ITBs; or

17.5.1.2. does not accept the correction of errors, or

17.5.2. in the case of a successful bidder fails:

17.5.2.1. **to sign the contract in accordance with SCC; or**

17.5.2.2. **to furnish Performance Guarantee in accordance with BDS and SCC.**

**17.6. The bid security shall be valid for a period specified in BDS. Bids with shorter bid security validity period shall be rejected straight away.**

## **18. Alternative Bids by Bidders**

18.1. Alternatives will not be considered, unless specifically allowed for in the BDS.

18.2. When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different time schedules will be described in Evaluation and Qualification Criteria.

## **19. Withdrawal, Substitution, and Modification of Bids**

19.1. Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.

## **20. Format and Signing of Bids**

20.1. The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through

EPADS v2.0.

20.2. Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person(s) signing the forms of bid.

## D. Submission of Bids

### 21. Submission of Bids through EPADS v2.0 before Dead deadline

21.1. The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS v2.0, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

21.2. The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents. In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.

## E. Opening and Evaluation of Bids

### 22. Opening & Evaluation of Bids by the Procurement Cell/Evaluation Committee

22.1. The Procuring Agencies to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements. As per Rules 29 & 30 of Public Procurement Rules, 2004, The Procuring Agency is required to establish a Procurement Cell/Evaluation Committee which shall Evaluate the Bids in accordance with the evaluation criteria, terms and conditions given in the bidding documents.

### 23. Opening of Bids

23.1. The Bid Evaluation Committee of the Procuring Agency will open all bids through EPADS, in the presence of bidders' or their representatives who

choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign attendance sheet as proof of their attendance.

23.2. The bids shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (c) the presence of a bid security, if required; and (d) any other details as the procuring agency may consider appropriate.

23.3. No bid will be rejected at the time of bid opening except for bids whose bid security has not been provided to the procuring agency before submission deadline.

23.4. The procuring agency shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and the bid price, if applicable.

## **24. Confidentiality**

24.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other person(s) not officially concerned with such process, until the time of the announcement of the respective evaluation report.

24.2. Any effort by a bidder to influence the procuring agency processing of bids or award decision may result in the rejection of his bid.

## **25. Preliminary Examination of Bids**

25.1. Prior to the detailed evaluation of bids, the procuring agency will determine whether each bid:

25.1.1. meets the eligibility criteria defined in **BDS**;

25.1.2. has been prepared as per the format and contents defined by the procuring agency in the bidding document;

25.1.3. is accompanied by the required securities; and

25.1.4. is substantially responsive to the requirements of the bidding document.

25.2. The procuring agency will confirm that the documents and information specified under **BDS, GCC and SCC** have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bids shall be rejected.

25.3. If a bid is not substantially responsive, it will be rejected by the procuring agency and may not subsequently be evaluated for complete technical responsiveness.

## **26. Examination of Terms and Conditions, Technical Evaluation**

26.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **BDS**, to confirm that all requirements specified in **Evaluation Criteria, Technical Specifications and Schedule of Requirements**, prescribed in the bidding document have been met without material deviation or reservation.

26.2. If after the examination of the terms and conditions and the technical evaluation, the procuring agency determines that the bid is not substantially responsive in accordance with BDS, it shall reject the bids.

## **27. Correction of Errors**

27.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

27.1.1. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the procuring agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

27.1.2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

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

27.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Forms of bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

27.2. The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed.

## **28. Conversion to Single Currency**

28.1. As per Rule 30 of Public Procurement Rules, 2004.

## **29. Evaluation of Bids**

29.1. The procuring agency shall evaluate bids in accordance with Rule 30 of Public Procurement Rules, 2004 and compare only those bids determined to be substantially responsive.

29.2. In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the evaluation criteria and methodologies specified in the Bid Data Sheet (BDS) and in accordance with the Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.

29.3. In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS. However, in no case the rates shall be higher than the original financial bids.

29.4. The Procuring agency evaluation of a bid will take into account:

29.4.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

29.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 6**;

29.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 7**;

29.6. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

29.7. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a successful bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

### **30. Determination of Most Advantageous Bids**

30.1. Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the **BDS** or prescribed in the separate section titled as Evaluation Criteria.

### **31. Abnormally Low Financial Bids**

31.1. Procuring agency may reject a bid if it has determined that the price, in combination with other constituent elements of the bid, is abnormally low in relation to the subject matter of the procurement, such that it raises material concerns on the part of the procuring agency, as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price.

A procuring agency shall not reject a bid as abnormally low under sub-clause (1) above unless the procuring agency -

31.1.1. requested in writing through EPADS from the bidder a written clarification of his bid, including a detailed price analysis of his bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document; and

31.1.2. having taken account, the information provided by the bidder in response to a request under paragraph (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily for the offered price.

The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision.

## **32. Rejection of Bids**

32.1. As per Rule 33 of the Public Procurement Rules, 2004

## **33. Single Responsive Bid**

33.1. The procuring agency may consider single responsive bid subject to underlying conditions of Rule 38(b) of the Public Procurement Rules, 2004.

## **34. Arbitration**

34.1. As per Rule 49 of Public Procurement Rules, 2004.

# **F. Award of Contract**

## **43. Criteria of Award**

43.1. The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has been declared as most advantageous Bid.

#### **44. Procuring Agency's Right to reject All Bids**

44.1. The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).

44.2. Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.

#### **45. Notification of Award**

45.1. Prior to the award of contract, the procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.

45.2. Bidder whose bid has been accepted, will be notified for the award by the Procuring Agency prior to expiration of the Bid Validity period through EPADS. The Letter of Acceptance will state the sum that the procuring agency will pay the successful bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

45.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee and signing of the contract.

#### **46. Signing of Contract**

46.1. Promptly after notification of award, Procuring Agency shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. The successful bidder and the procuring agency shall sign the contract.

#### **47. Performance Guarantee**

47.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the **BDS**

**and SCC**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

47.2. Failure of the successful bidder to comply with the requirement of **BDS, SCC and GCC** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the procuring agency may make the award to the next ranked bidder or call for new bids.

#### **48. Corrupt & Fraudulent Practices**

48.1. Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

### **G. Grievance Redressal & Complaint Review Mechanism**

#### **53. Constitution of Grievance Redressal**

53.1. Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of an odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee.

#### **54. GRC Procedure**

54.1. Any aggrieved party or bidder as the case may be, may file grievance in accordance with Rule 48 of the Public Procurement Rules, 2004 and Redressal of Grievance Regulations, 2022

### **H. Blacklisting/ Debarment**

#### **55. Procedure for Blacklisting/Debarment**

55.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-19 of the Public Procurement

Rules, 2004 , Mechanism for Blacklisting, Debarment Regulations, 2024 and Regulation on “procedure for filling and disposal of review petition under rule-19(3) of the Public Procurement Rules, 2004.





## Bid Data Sheet

# Bids Data Sheet (BDS)

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

## **BDS Clause Number**

### **ITB Number**

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

### **A. Introduction**

#### **BDS Clause Number 1**

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

The subject of procurement is: **SSGC/SC/NR/EPADS2/14419 (Backup Data Connectivity Over Dual Fibers with Auto Switching For SSGC Head Office , and Hyderabad RO Office (As Per BOQ)**

Expected commencement date: **Monday, March 8, 2027**

#### **BDS Clause Number 2**

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

Name and identification number of the Contract: **P59093**

#### **BDS Clause Number 3**

JV/Consortium or Association Allowed: **No**

Number of JV/Consortium Members: **Nil**

### **B. Bidding Documents**

#### **BDS Clause Number 4**

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Thursday, September 3, 2026

## **BDS Clause Number 5**

Any addendum, in case issued, shall be published on **SSGC (PROCUREMENT DEPARTMENT)** website and on **EPADS v2.0**.

## **BDS Clause Number 6**

List of documents required along with the bid:

1. (Under Single Stage One Envelope Bidding Procedure)
2. (On Complete Package Basis).

## **BDS Clause Number 7**

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

*see Eligibility Criteria*

## **BDS Clause Number 8**

### **Services and Their related documents:**

*See section Required Services and Scope of Work*

## **BDS Clause Number 9**

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

## **BDS Clause Number 10**

### **Specifications:**

*see section of specifications.*

## **C. Preparation of Bids**

## **BDS Clause Number 11**

The price shall be **Fixed**.

#### **BDS Clause Number 12**

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

#### **BDS Clause Number 13**

The Bids/Bid Validity period shall be: **120 Days**

#### **BDS Clause Number 14**

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**

The Bid Security shall be in the form of: **Pay Order, Bank Guarantee**

#### **BDS Clause Number 15**

The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 90 days so the bid security shall be valid for  $90+28 = 118$  days.

#### **BDS Clause Number 16**

Alternative Bids to the requirements of the bidding documents will not be permitted.

### **D. Submission of Bids**

#### **BDS Clause Number 17**

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

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

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

The deadline for Bids submission is: **Monday, September 7, 2026 11:00 AM**

## E. Opening and Evaluation of Bids

### **BDS Clause Number 18**

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

Day : **Monday**

Date: **Monday, September 7, 2026**

Time : **11:30 AM**

### **BDS Clause Number 19**

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

## F. Award of Contract

### **BDS Clause Number 20**

The Performance guarantee shall: **10.00%**.

The Performance Guarantee shall be acceptable in the form of: **Pay Order, Bank Guarantee**

**21.**

**51.1**

Arbitrator shall be appointed by mutual consent of the both parties.

## G. Review of Procurement Decisions

### **BDS Clause Number 22**

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

## Eligibility Criteria

| Bidder's Type | Required Registration                       |
|---------------|---------------------------------------------|
| Any           | NADRA CITIZENSHIP (CNIC/NICOP)<br>FBR (NTN) |

| Eligibility Criteria                                                             | Document |
|----------------------------------------------------------------------------------|----------|
| (Under Single Stage One Envelope Bidding Procedure) (On Complete Package Basis). | Yes      |

# Evaluation Criteria

## Least Cost Based Selection (LCBS)



## Required Services

### Positions Without Lots :

| Position                                                                                                                  | Delivery Schedule                                                                      | Quantity           | Bid Security |
|---------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|--------------------|--------------|
| Backup Data Connectivity Over Dual Fibers with Auto Switching For SSGC Head Office , and Hyderabad RO Office (As Per BOQ) | <b>Address:</b><br>Store KT<br><br><b>Schedule:</b> 120 Days<br><b>Quantity:</b> 1/job | 1/job<br>Operation | 40000<br>PKR |

## Related Services :

No



# Services Specifications

## Positions Without Lots :

**Position:** Backup Data Connectivity Over Dual Fibers with Auto Switching For SSGC Head Office , and Hyderabad RO Office (As Per BOQ)

## Specifications / Requirements:

Attached with SSGC Tender Document

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# Scope of Work

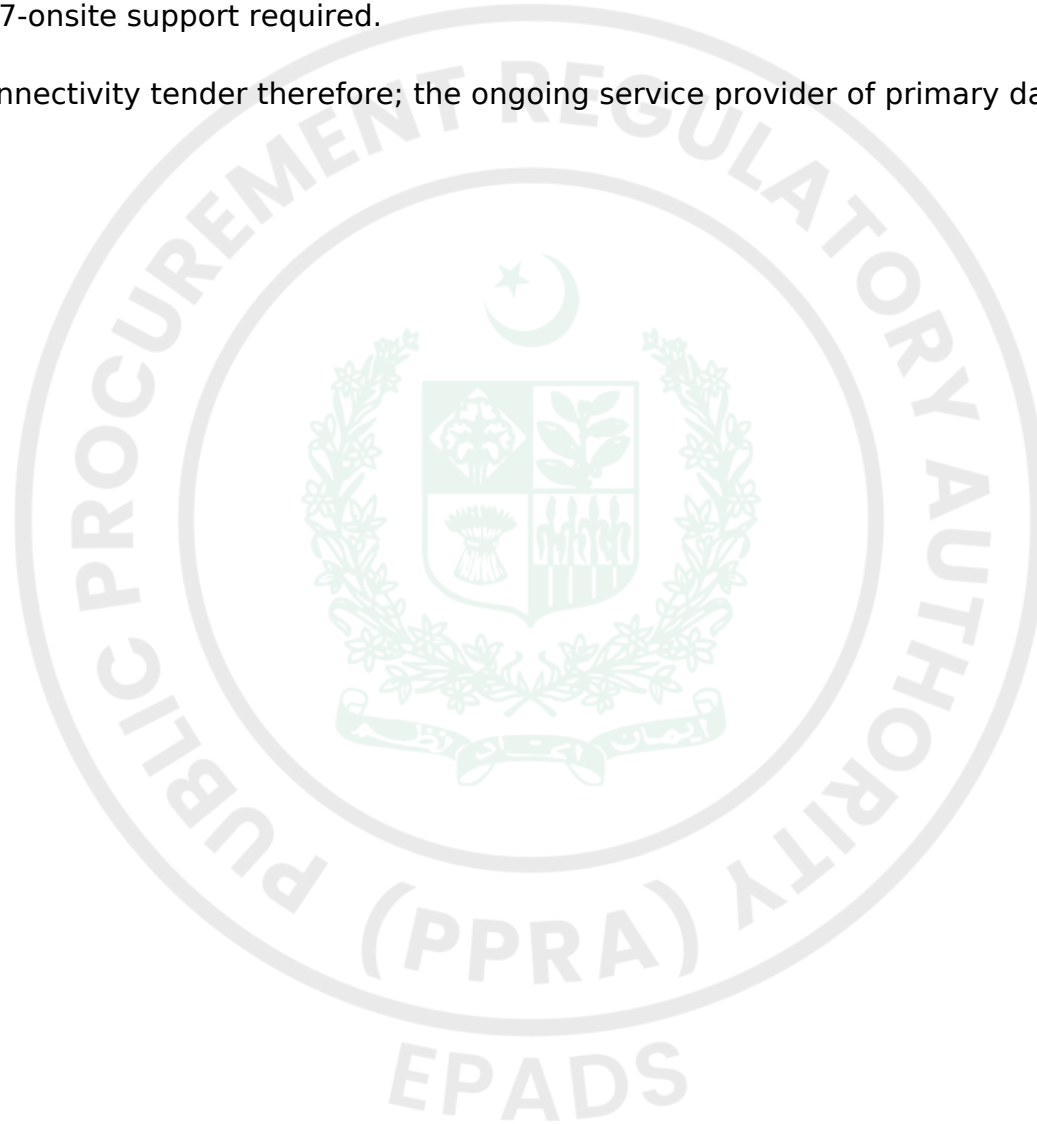
## **Special Terms and Conditions:**

1. Tender is on package basis.
2. Bandwidth Utilization and Sharing: If one site is not fully utilizing its allocated 20 Mbps (CIR) bandwidth, the unused capacity will be available to the other connected site(s), allowing them to achieve an aggregate and accumulate bandwidth of 40 Mbps (CIR).
3. Bidders must have their own long haul fiber between Karachi and Hyderabad.
4. Third part long haul fiber will be treated as non-complaint.
5. Bidder must provide dual fiber link.
6. Auto Switching: Bidder must provide auto switching facility between dual fibers at each site mentioned in above BOQ
7. Contract period: Total contract period is of one year and extendable up to two years based upon satisfactory performance. If the bidder is not willing to extend the contract after completion of one year, the bidder must inform SSGC three months prior to expiry of contract; otherwise, PBG amount shall be forfeit by SSGC.
8. Turnkey solution and installation: Bidder must provide turnkey installation and solution including all accessories (Router, Cables, Switch, Auto switching Equipment, etc) for hot backup with auto switching facility.
9. NMS Access: 24/7 access and support with online NMS access.
10. Bidder must quote their price on the bids form.

11. Completion Time: Maximum One month from the date of LTP otherwise the bidder will be automatically disqualified and the contract will be awarded to next technically complaint bidder.

12. In case of any outage, 24x7-onsite support required.

13. This is the backup data connectivity tender therefore; the ongoing service provider of primary data connectivity is not eligible to participate in this tender.



# Price Schedule

## For Individual Positions

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

## For Lots

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





## General Conditions of Contract

## A. General

### 1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. “Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. "Party" means the Procuring Agency or the Contractor, as the case may be, and "Parties" means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. "Subcontractor" means any entity to which the Bidder subcontracts any part of the Services.

## **2. Applicable Law**

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

## **3. Language**

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

## **4. Notices**

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.

## **5. Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in SCC.

## **6. Authorized Representatives / Authority of Member in charge**

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

# **B. Commencement, Completion, Modification, and Termination of Contract**

## **7. Effectiveness of Contract**

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.

## 8. Commencement of Services

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

## 9. Program schedule

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

## 10. Starting Date/Expiration Date

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

## 11. Entire Agreement

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

## 12. Modification

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

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

## 13. Force Majeure

### 13.1. Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Contractor and which makes a Contractor's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

### 13.2. No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

### 13.3. Extension of Time

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

### 13.4. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## 14. Termination

### 14.1. By the Procuring Agency

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

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

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

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

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

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

### 14.2. By the Contractor

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

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

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

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

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

## C. Obligations of the Contractor

### 15. General

#### 15.1. Standard of Performance

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

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

#### 15.2. Law Applicable to Services

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

### 16. Conflict of Interests

#### 16.1. Contractor Not to Benefit from Commissions and Discounts

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

#### 16.2. Contractor and Affiliates Not to be Otherwise Interested in Project

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

#### 16.3. Prohibition of Conflicting Activities

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- 16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- 16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- 16.3.3. after the termination of this Contract, such other activities as may be specified in the SCC.

## **17. Insurance to be Taken Out by the Contractor**

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

## **18. Contractor's Actions Requiring Procuring Agency's Prior Approval**

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

- 18.1.1. appointing such members of the Personnel not provided by the Contractor;
- 18.1.2. changing the Program of activities; and
- 18.1.3. any other action that may be specified in the SCC.

## **19. Reporting Obligations**

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

## **20. Liquidated Damages**

### **20.1. Payments of Liquidated Damages**

The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

### **20.2. Correction for Over-payment**

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC.

### 20.3. Lack of performance penalty

If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

## 21. Performance Guarantee

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC**.

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC**.

## 22. Sustainable Procurement

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC**.

## D. Contractor's Personnel

### 23. Description of Personnel

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

### 24. Removal and / or Replacement of Personnel

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## E. Obligations of the Procuring Agency

### 25. Change in the Applicable Law

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the SCC.

### 26. Services and Facilities

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

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

## F. Payments to the Contractor

### 27. Contract Price

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC.

### 28. Terms and Conditions of Payment

28.1. Payments will be made to the Contractor according to the payment schedule stated in the SCC and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

### 29. Quality Control Identifying Defects

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the SCC.

### 30. Correction of Defects, and Lack of Performance Penalty

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

### **31. Settlement of Disputes Amicable Settlement**

31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

### **32. Dispute Settlement**

#### **32.1. Arbitration**

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.



## Special Conditions of Contract

## SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

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

### Number of GC Clause

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

### Definitions

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

### The Supplier is:

**The title of the subject procurement is:**SSGC/SC/NR/EPADS2/14419 (Backup Data Connectivity Over Dual Fibers with Auto Switching For SSGC Head Office , and Hyderabad RO Office (As Per BOQ)

### Number of GC Clause 2

### Applicable/Governing Law:

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

### Number of GC Clause 3

### Language:

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English**.

### Number of GC Clause 4

### Notices:

### The addresses for the notices are:

Procuring Agency:

SSGC (PROCUREMENT DEPARTMENT), DCM  
ST-4/B, Block 14, Sir Shah Suleman Road, Gulshan-e-Iqbal, Karachi  
+92-322-821-4899  
mmte@ssgc.com.pk

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

## Number of GC Clause 6.1

### The Authorized Representatives are:

#### For the Procuring Agency:

SSGC (PROCUREMENT DEPARTMENT), DCM  
ST-4/B, Block 14, Sir Shah Suleman Road, Gulshan-e-Iqbal, Karachi  
+92-322-821-4899  
mmte@ssgc.com.pk

#### For the Bidder:

**Name:** .....

**Designation:** .....

**Address:** .....

## Number of GC Clause 7

### Effectiveness of the contract

The Contractor/Bidder shall be effective within ..... days from the date of signature of the Contract by both parties

## Number of GC Clause 8

### Commencement of Contract:

The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.

## Number of GC Clause 10.2

### Expiration of Contract:

The time period shall be .....

## Number of GC Clause 14

### Termination

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Services till the time of alternate arrangements.

## Number of GC Clause 16

### Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing services due to a conflict of a nature described in Clause GCC C2.

## Number of GC Clause 20

### Liquidated Damages

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

#### **Number of GC Clause 21**

##### **Performance Guarantee:**

The amount of performance guarantee shall be 10.00% of the contract price in acceptable form of Pay Order, Bank Guarantee

#### **Number of GC Clause 27**

##### **Currency of Payment:**

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

#### **Number of GC Clause F**

##### **Payment terms:**

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

#### **Number of GC Clause F**

##### **Identifying Defects:**

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

#### **Delivery & Documents**

Attached with SSGC Tender Document

#### **Number of GC Clause F 5 & 6**

##### **Following is the guidance for Dispute Resolution**

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

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

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

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

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

#### **Arbitrator's fee:**

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

#### **Appointing Authority for Arbitrator:**

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

#### **Rules of procedure for arbitration proceedings:**

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

#### **Place of Arbitration and Award:**

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



## Bid Securing Declaration

## Form 9: Bid Securing Declaration

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

Bid No.: **P59093**

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

We, the undersigned, declare that:

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

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

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
2. Disagreement to arithmetical correction made to the Bid price; or
3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

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

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



## Contract Form

## SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between **SSGC (PROCUREMENT DEPARTMENT), DCM ST-4/B, Block 14, Sir Shah Suleman Road, Gulshan-e-Iqbal, Karachi**

(hereinafter called “the Procuring Agency”) of the one part and [name of Bidder] of [city and country of Bidder] (hereinafter called “the Bidder”) of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **SSGC/SC/NR/EPADS2/14419 (Backup Data Connectivity Over Dual Fibers with Auto Switching For SSGC Head Office , and Hyderabad RO Office (As Per BOQ) (P59093)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

### NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency’s Letter of Acceptance; and
8. [add here: any other documents]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

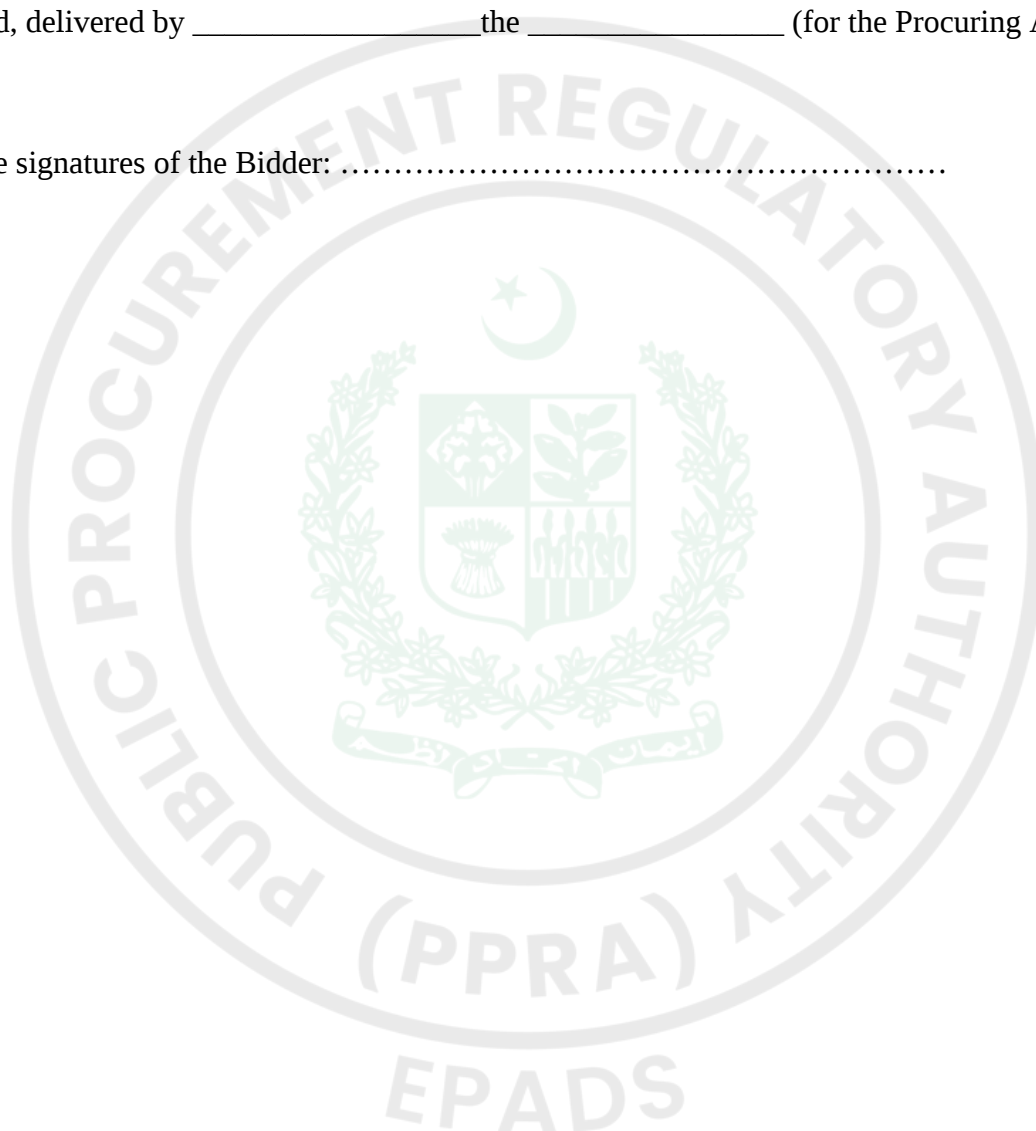
Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Agency)

Witness to the signatures of the Bidder: .....





## Integrity Pact

## Integrity Pact

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

**Contract**

Number: Contract

Value: Contract Title:

Dated:

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

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

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

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

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



## Performance Guarantee Form

## Performance Guarantee Form

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

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

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

AND WHEREAS we have agreed to give the Bidders guarantee:

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

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

Signature and seal of the Guarantors

---

*[name of bank or financial institution]*

---

[address]

---

[date]





## Annexure

## SSGC/SC/NR/EPADS2/14419

Backup Data Connectivity Over Dual Fibers with Auto Switching For SSGC Head Office , and Hyderabad RO Office (As Per BOQ)(Under Single Stage One Envelope Bidding Procedure) (On Complete Package Basis).

The bidder must deposit/submit the physical bid bond to the Tender Room (SSGC HO) before the bid submission Time and if required to submit/upload the valid PEC Certificate mentioned in the Tender Docs; otherwise, the bid will be liable for rejection.

Complete tender documents (Tender Terms, BoQ, Price Schedule & Annexures etc. must be uploaded duly sign & stamp otherwise bid will be liable for rejection.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **SSGC/SC/NR/EPADS2/14419** (page number: 69)





## Procurement Forms







## Additional Forms and Documents



## Checklist for Bidders

Enquiry #: 14419

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

Time: \_\_\_\_\_

M/s, \_\_\_\_\_

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

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

Note:

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

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



Bidders Authorized Representative



M/s. \_\_\_\_\_

**DATA CONNECTIVITY OVER DUAL FIBERS WITH AUDIO  
(AUTO SWITCHING)**

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

**Under Single Stage One Envelope Bidding Procedure**

**Tender Enquiry No. SSGC/SC/NR/EPADS2/14419**

**SECTION - I**

**Invitation to Bid**

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

Sui Southern Gas Company Limited (SSGC) intends to carry out the work related to Backup Data Connectivity Over Dual Fibers with Auto Switching For SSGC Head Office, and Hyderabad RO Office (As Per BOQ)(Under Single Stage One Envelope Bidding Procedure) (On Complete Package Basis).

**The priced bids shall be submitted along with FIXED Bid Bond Rs.40,000 (Forty Thousand Rupees Only) in the form of Pay order / Demand Draft in favor of Sui Southern Gas Company Limited. No bid shall be entertained without bid bond / earnest money.**

The tender documents comprise the following:

|                       |                                                                                            |
|-----------------------|--------------------------------------------------------------------------------------------|
| <b>Section - I</b>    | Invitation to bid.                                                                         |
| <b>Section - II</b>   | Instructions to bidders                                                                    |
| <b>Section - III</b>  | Special Terms and Conditions                                                               |
| <b>Section - IV</b>   | Special Condition of Tender Document /General Terms & Conditions                           |
| <b>Section - V</b>    | Bid Bond Format/Performance Bond                                                           |
| <b>Section - VI</b>   | Format of Declaration/Contract Form/Form X/Annexure I/<br>Form of Bid Securing Declaration |
| <b>Section - VII</b>  | Bill of Quantities (BOQs)/ Bid Form                                                        |
| <b>Section - VIII</b> | Blacklisting Mechanism/ Affidavit of Compliance with IMS<br>Manual /SSTW-05                |



Bids will be submitted at:

Bids will be submitted online on EPADS v2.0 Portal on or before **07-09-2026 at 1100** hours. The bids will be publicly opened at **1130** hours on same day online on EPADS v2.0 in the presence of bidders and / or their authorized agents who may wish to attend.

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

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

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

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

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

  
For **General Manager (Procurement)**



## SECTION - II

### INSTRUCTIONS TO BIDDERS



## SECTION - II

### Instructions to Bidders

1. All rates quoted in the prescribed SOR / BOQ shall be firm, irrevocable and not subject to change or escalation on any account what so ever. No modification, alteration or deletion in the bid will be accepted after the bid opening time.
2. Sealed Bids shall be received at Company's Head Office, ST-4/B. Block - 14, Sir Shah Suleman Road, Gulshan-e-Iqbal, Karachi, up to specified time & date and will be opened publicly at specified time & date, in the presence of Bidders or their authorized representative who choose to attend. In case the bid opening date falls on a holiday or due to some unavoidable circumstances, it is not possible to open on scheduled date, it will be opened on next working day at the same time.
3. All original bid documents accompanied with the bid bond shall be submitted by the Bidder in the envelope provided with tender documents. The sealed Bids must be submitted at the address stated above in person or by courier or by any other means but it shall be the Bidder's responsibility to ensure that Bids so submitted are delivered to the above address before the specified Bid opening date and time. The Company shall not be held responsible in any way for late receipt of Bids or their confidentiality. Bids received after the Bid closing time shall not be considered, and will be returned to the Bidder unopened.
4. In Case of single stage two envelop bidding system (if mentioned in press advertisement & Tender document), sealed technical offer & sealed bid shall be submitted in separate envelopes (bid bond will be enclosed with "Financial" bid unless and until specified separately in tender terms). "Technical" and "Financial" is to be mentioned on the top of the envelop. Technical offers will be opened and evaluated first. Financial offer of only technically complaint bidders will be opened at a later intimated date in presence of bidder's representative. Financial offers of technically non-complaint bidders will be returned un-opened along with their bid bond.
5. The Bid should be signed by a person having the authority for this purpose. In case of a bid submitted by a corporate entity, the same shall bear its seal and be duly signed by its secretary.
6. Bids shall be submitted strictly in accordance with the requirements of the Tender Documents and as per specifications.
7. Bid shall remain valid for acceptance for a period of (120) days from the date of public opening of the bids.
8. The Company shall not reimburse any expenses incurred in preparation of Bids.
9. The Bid and all subsequent correspondence shall be in the English language.
10. Payment for the Contracted Work / Services will be made in Pakistani Rupees only. The rates quoted by the Bidder shall therefore, be in Pakistani Rupees.
11. In case of any queries / clarification with regard to this Tender, the same may be forwarded to Procurement Department upto 5 days before the bid opening date, thereafter the request will not be considered.
12. The Company reserves the right to reject any or all Bids without assigning any reason and cancel the bidding process. Company also reserves the right to accept the whole or a part of Bid and does not bind itself to accept the lowest or any particular Bid.
13. In case of any conflict between the Special Terms & Conditions and elsewhere in the tender documents the Special Term & Conditions, will supersede & prevail.
14. Each and every page of the bid documents being submitted by the bidders shall be signed and stamped failing which the bid may be liable for rejection.
15. All documentary evidence required for evaluation of bid should be submitted along with the bid in absence of any documentary evidence no marks will be awarded in accordance to the evaluation criteria.
16. In order to maintain cordial business relation and as per ethical business approach, please provide the justification in case of your non participation on our Fax # 99231583 & Email: [mmte@ssgc.com.pk](mailto:mmte@ssgc.com.pk).
17. Conditional Bid will not be accepted and liable to be rejected.
18. The quoted unit price and corresponding total amount shall be inclusive of all duties and Taxes and excluding provincial Sales Tax as per provincial laws.
19. Sealed bids shall be mailed/submitted/dropped in tender box placed at Tender Room, CRD Building, SSGC Head Office. Bids are to be delivered on or before closing time after which bid will not be entertained. If bid is sent through courier, the same shall be delivered at least half an hour before scheduled opening.
20. Price given in the Bid Form/BOQ is firm which shall take into account all relevant factors including any. Discount / escalation given separately at the time of bid opening will not be considered.
21. The bidders are required to fill form SSFW-03 (if deemed required) and submit with the bid.



**Special Terms and Conditions:**

1. Tender is on package basis.
2. **Bandwidth Utilization and Sharing:** If one site is not fully utilizing its allocated 20 Mbps (CIR) bandwidth, the unused capacity will be available to the other connected site(s), allowing them to achieve an aggregate and accumulate bandwidth of **40 Mbps (CIR)**.
3. Bidders must have their own long haul fiber between Karachi and Hyderabad.
4. Third part long haul fiber will be treated as non-complaint.
5. Bidder must provide dual fiber link.
6. **Auto Switching:** Bidder must provide auto switching facility between dual fibers at each site mentioned in above BOQ
7. **Contract period:** Total contract period is of one year and extendable up to two years based upon satisfactory performance. If the bidder is not willing to extend the contract after completion of one year, the bidder must inform SSGC three months prior to expiry of contract; otherwise, PBG amount shall be forfeit by SSGC.
8. **Turnkey solution and installation:** Bidder must provide turnkey installation and solution including all accessories (Router, Cables, Switch, Auto switching Equipment, etc) for hot backup with auto switching facility.
9. **NMS Access:** 24/7 access and support with online NMS access.
10. Bidder must quote their price on the bids form.
11. **Completion Time:** Maximum One month from the date of LTP otherwise the bidder will be automatically disqualified and the contract will be awarded to next technically complaint bidder.
12. In case of any outage, 24x7-onsite support required.
13. This is the backup data connectivity tender therefore; the ongoing service provider of primary data connectivity is not eligible to participate in this tender.

  
DGM (IT)



Section - *TV*  
**Special Conditions of Tender Document**  
**Tender Enquiry No. SSGC/SC/**

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

- 1- Contractor to submit the following within 15 days after issuance of Letter of Intent (LOI).
  - a. Performance Bank Guarantee
  - b. Stamp Papers
  - c. Insurance Policy
  - d. Any other Document as mentioned in the LOI
- 2- Formal contract will be made on Non-Judicial stamp paper of value @ Rs 0.35 per hundred rupees of contract value, as per prevailing rate by Government of Sindh & Balochistan. The stamp duty will be borne by the contractor and also submit the copy of challan of stamp paper. Further as per Government of Sindh Board of Revenue notification NO.CIS/SWB/BOR/R&T-17/2022-808 dated 08-06-2022 all judicial and non-judicial stamp paper of the denomination of rupee five hundred and above shall be exclusively on e-stamp.
- 3- All kinds of Government Taxes, Duties and Levies against any item of the contract, shall entirely be the responsibility of the Contractor. Income Tax will be deducted as per applicable Law under the prevailing Government Rules. Rate of Income Tax deduction in relation to submission of Income Tax certificate from the Contractor should also be stipulated.
- 4- Bank Guarantee (Bid Bond Guarantee/Performance Bank Guarantee) will be made on Non-Judicial stamp paper at the prevailing rate as specified by the respective Provinces. Further the bidder/contractor submitting the Bid Bond guarantee/Performance Bank guarantee being prepared by the State Bank's schedule banks should ensure that there should be no deletion/insertion/alteration/modification of any terms in the Bid Bond/PBG guarantee format as given in the tender document or else bid will be liable for rejection.
- 5- If the letter to proceed (LTP) by user deptt. is not issued within six months after issuance of letter of intent (LOI), both the parties are at liberty to terminate/revoke the LOI without any claim of loss or damage to the other party.
- 6- The completion period of the said work shall start with effect from the issuance of Letter to Proceed, which in case of work exigencies could be issued prior to signing of formal agreement.
- 7- In case of services and works tenders:  
Bids determined to be substantially responsive will be checked by the Procuring Agency for an arithmetic error. Errors will be corrected by the Procuring Agency as follows;
  - a. Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern ; and
  - b. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rates as quoted will govern, unless in the opinion of the Procuring Agency there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- 8- The bidder shall fill in rates and prices for all items of the works / services described in the BOQ. Item against which no rate or price is entered by a bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by rates and prices for other items in the BOQ. Any Bidder who change / amend the BOQ or Price Schedule (description, Quantity, UOM etc.) will render the bid as conditional bid and will be liable for rejection.
- 9- **Method For Submission of Bid Bond (Under Single Stage Two Envelope Bidding Procedure):**  
In case of Single Stage Two Envelope Tenders the fixed bid bond as per clause#09 of General Terms & Conditions to be placed in the Technical Proposal. However, if the bid bond is placed in the financial proposal will also be considered. Without submission of bid bond (either in Technical proposal or financial proposal) the bid will be rejected.
- 10- Bid bond submission (2%) of the bid amount as mentioned in the clause 9 of General Terms & Conditions, to be treated as null & void, however other contents of clause 9 will remain unchanged. The submission of fixed amount of Bid security is appearing in the Schedule of Requirement/Bid Form.



- a) All the bidders are advised to furnish fixed bid security (Original Instrument) as per amount appearing in Schedule of Requirement/Bid Form, failing which their bid will be rejected.
- b) The submission of fixed amount of bid security is also mandatory for all the bids valuing Rs.500,000/- or less.
- c) The word lowest bidder or the lowest evaluated bid has been substituted to read as **most advantageous bid**.
- 11- Bid shall remain valid for acceptance for period of (120) days from the date of public opening of the bids & Bid Bond validity is for 150 days.
- 12- In case the local agent requires to offer bid form more than one Principal / Manufacturer, it is mandatory to purchase separate tender document for each Principal / Manufacturer, failing which the bid submitted with the original tender document will only be accepted and the bid with photocopy of tender document will be rejected.
- 13- **Blacklisting Mechanism of Suppliers and Contractors and their Local Agent:**  
Black listing mechanism is attached separately in the tender documents which will become an integral part of Tender Documents and now be followed / enforced in true letter & spirit and **supersede the Black listing terms as mentioned in the General Terms & Conditions.**
- 14- Original counter slip of token which is issued with tender document to be attached on the TOP of envelope at the time of bid submission"
- 15- The **Successful Contractor(s) / Supplier(s) / Consultant(s)** shall submit a copy of Professional Tax Certificate with their Invoices / Bills failing which the payment will not be released.
- 16- **Contracts of Contractors**  
In the event the contractor is not willing to extend the CONTRACT for further term(s) / Period(s) under the same terms & conditions and the quoted price as defined in the bid documents, the contractor is liable to intimate in writing to SSGC at-least 3 (Three) months in advance prior to completion of the existing contract term / period, failing which, action will be taken as per tender terms.
- 17- **Insurance**  
In addition to the Clause 22 -**Insurance**, of General Term and Condition, when The **Successful Contractor(s) / Supplier(s)** will submit Insurance Policy to SSGC, the Insurance Company (policy issuer) should be registered with SECP, otherwise the insurance policy will not be considered / rejected at contractor's risk and cost. The insurance coverage period will be according to the work completion period as mentioned in the contract / tender documents.
- 18- **Fixed Bid Security – Alternative Bid**  
A bidder cannot submit two bids/offers with a single fixed bid security/pay order. However, the alternative bids/offers with separate fixed bid security/pay order can be accepted, failing which the bids will be liable for rejection.
- 19- **Bid Bond & PBG (Performance Bank Guarantee) for Proprietary Tenders**  
In case of proprietary Tenders, the Bid Bond & Performance Bank Guarantee (PBG) are not required / Applicable.
- 20- SSGC will not pay invoices if they are turned in after 6 months of work completion / material delivered.
- 21- It is mandatory for the bidders to follow all the terms and conditions given in the tender documents without any addition / deletion / amendment and submit the bid accordingly. Therefore, in this context, the bidders are requested not to give their own terms and conditions as it tantamount towards the conditional bid. Otherwise their terms and conditions will not be considered and the Purchase Order / Contract will be awarded based on only as per SSGC tender terms and conditions.
- 22- The bidders/contractors are required to provide their only one Bank Account number (IBAN number) on the 'FORM-X' attached duly signed & stamped as one time information, which shall be firm (not changeable) for all the future payment transactions.
- 23- **Payment:**  
The supplier after delivery of goods and its acceptance shall submit invoice to Finance Department of the Company, containing following information i.e.
- Purchase order No. & date
  - Items
  - Quantity
  - Price
  - Invoice value
  - Point of delivery
  - Delivery challan indicating delivery date, etc.
  - Supplier(s) are required to submit signed and stamp acknowledgement slip, Sales Tax return,



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

24. In case the insurance policy submitted by the contractor is expired during the execution of job, it is the responsibility of the user department to coordinate with the contractor to get it renewed/updated till the period the job is completed/commissioned.

In case the job is not completed within the given time as per tender terms and the insurance policy submitted by the contractor expires, the contractor is liable to get this insurance policy renewed / updated immediately till the period of the job is completed / commissioned as per tender terms failing which the contractor will be responsible for any loss to SSGC.

25. Bidders can quote their rates on both i.e. Schedule of Requirement/Bid Form as well as Bill of Quantity (BoQ)

26. Subsequent to the issuance of LOI, successful bidder has to submit 10% Performance Bank Guarantee of the contract value unless and until specified in the tender document.

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

28. As per SRO 592(I)/2022 of PPRA Regulations, for Procurement Contracts/Purchase Orders worth of Rs. 50 million and above, bidders/contractors are required to submit the Beneficial Owner's Information for Public Procurement Contracts/Purchase Orders (Annexure-I).

29. Bidder will be blacklisted and henceforth cross debarred for participating in respective category of Public Procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration (which is an integral part of tender document), however, without indulging in corrupt and fraudulent practices, if in breach of obligation(s) under the Bid conditions:

- a) The bidder have withdrawn or modified their bid during the period of bid validity as specified in the tender terms.
- b) Having been notified of the acceptance of bid by procuring agency during the period of bid validity (i) failure to sign the contract or accept purchase order (ii) fail or refuse to furnish the performance security or to comply with any other condition as mentioned in the tender document.

30. Wherever the "Rate Only" is mentioned (either on BOQ or anywhere in tender documents) the same shall only be applicable not exceeding 15% of the original procurement for the same items as given in the BOQ for package basis. In case the requirement is on item wise basis (not package basis) then not exceeding 15% of the original Procurement for the same items (on item wise basis) as given in the BOQ.

31. **Lots:** In case when the tender is floated on LOT basis, following clauses to be applied:

- a) The bidder(s) are essentially / mandatorily required to submit fixed bid bond as mentioned in the bid form/BOQ/Invitation to Bid. Separate fixed bid bond to be submitted against each individual LOT and its validity to be 150 days at the time of opening of technical proposal.
- b) Evaluation for each LOT will be carried out separately. Each LOT will be awarded separately.

32. For open competitive bidding if the most advantageous bidder is new local manufacturer, 10% trial order will be placed and remaining 90% order will be awarded to the next most advantageous bidder at their own quoted rates.

33. Redressal of Grievances And Settlement of Disputes:

- Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances within seven days of announcement of the technical evaluation report and five days after issuance of final evaluation report.
- In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
- In case, the complaint is filed after the issuance of final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage single envelope bidding procedure is adopted.

34. All the bidders are allowed to participate in the subject procurement without regard to nationality/origin, except bidders of some nationality/origin, prohibited in accordance with policy of the Federal Government. Following countries are ineligible to participate in the procurement process:

- India
- Israel



35. In Open Competitive Bidding Procedure where the quoted price is less than Rs. 500,000/- the Bid Bond will be retained in lieu of PBG.
36. In case the Bid Bond is not required, the bidder must submit the Form of Bid-Securing Declaration attached with the Tender Document else the Bid will be liable for rejection.
37. All Tenders floated through EPADS are to be governed by S.R.O. 296(I)/2023 dated: March 8, 2023 "E-Pak-Procurement Regulations 2023". In case of any conflict between SSGC Tender Terms / Instructions to Bidders and the PPRA EPADS Rules, the S.R.O. 296(I)/2023 will prevail.



SECTION -

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

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



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

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

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

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

2. **Examination:**

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

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

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

4. **Additions, Deletions:**

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

5. **Schedule of Requirement:**

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

6. **Rate:**

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

7. **Escalation:**

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

8. **Validity:**

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

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

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

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

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

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

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

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

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

**10. Performance Bond:**

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

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

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

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

**11. Retention Money:**

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

**12. Completion Period:**

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

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

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

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



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 below:

- 26.1 Corrupt and fraudulent practices includes the offering, giving, receiving, or soliciting of anything of value to influence the action of an official/company.
- 26.2 If the supplier/Contractor / Consultant found responsible for the detriment of the company during proceedings of procurement/contract, process or its execution.
- 26.3 Misrepresentation of facts (by providing fake documents, concealing or 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.



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

### **BID BOND FORMAT**

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

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

Dear Sirs,

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

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



## **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<br>(Company/Limited<br>Liability Partnership<br>/Association of<br>Persons/Single<br>Member<br>Company/Partnership<br>Firm/Trusted/Any other<br>Individual, Body<br>Corporate (to be<br>Specified) | Date of Incorporation / Registration | Name of Registering Authority | Business Address | Country | Email Address | Percentage of<br>shareholding<br>control or<br>interest of BO<br>in the Legal<br>Person or<br>Legal<br>Arrangement | Percentage of<br>shareholding,<br>Control or<br>Interest of<br>Legal Person<br>or Legal<br>Arrangement in<br>the Company | Identity of<br>Natural Person<br>who Ultimately<br>owns or<br>Controls the<br>Legal Person or<br>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 subscribe rs other that natural Person | Numbers of shares taken by cash subscribers (in figures and words |
|                                      |                                            |                                   |                                                      |                             |            |                                                                                                                          |                                                                   |
|                                      |                                            |                                   |                                                      |                             |            |                                                                                                                          |                                                                   |
|                                      |                                            |                                   |                                                      |                             |            |                                                                                                                          |                                                                   |
|                                      |                                            |                                   | Total numbers of shares taken (in figures and words) |                             |            |                                                                                                                          |                                                                   |

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

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



## Form of Bid-Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

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

No.: [number of Bidding process]

Alternative No.: [insert identification No if this is a Bid for an alternative]

To: [complete name of Procuring Agency]

We, the undersigned, declare that

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

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

- (a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid validity, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security (or guarantee), if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder: \_\_\_\_\_

Name of the person duly authorized to sign the Bid on behalf of the Bidder: \_\_\_\_\_

Title of the person signing the Bid: \_\_\_\_\_

Signature of the person named above: \_\_\_\_\_

Date signed: \_\_\_\_\_ day of \_\_\_\_\_

\* In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\* Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]

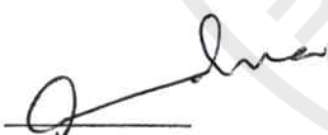


**BOQ**

Through: SGM (IT)

**Backup Data Connectivity over Dual Fibers For SSGC Head Office, SSGC Karachi Terminal Office and SSGC Hyderabad Regional Office.**

| Backup Data Connectivity over Dual Fibers with Auto Switching |                                                                                        |                                                                                        |                                |                                                                  |                                    |
|---------------------------------------------------------------|----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|--------------------------------|------------------------------------------------------------------|------------------------------------|
| S.No.                                                         | Connectivity Between SSGC Offices Locations                                            |                                                                                        | Bandwidth of Data Connectivity | One Time Installation Charges Including all Accessories in PKR/- | Monthly Recurring Charges in PKR/- |
|                                                               | Site A                                                                                 | Site B                                                                                 |                                |                                                                  |                                    |
| 1                                                             | SSGC Head Office, Sir Shah Suleman Road Gulshan-e-Iqbal Karachi.                       | SSGC Karachi Terminal near Safari Park Gulshan-e-Iqbal, Karachi.                       | 20Mbps(CIR)                    |                                                                  |                                    |
| 2                                                             | SSGC Karachi Terminal near Safari Park Gulshan-e-Iqbal, Karachi.                       | SSGC Hyderabad Regional Office Opposite New Eid Gah, National Highway Road, Hyderabad. | 20Mbps(CIR)                    |                                                                  |                                    |
| 3                                                             | SSGC Hyderabad Regional Office Opposite New Eid Gah, National Highway Road, Hyderabad. | SSGC Head Office, Sir Shah Suleman Road Gulshan-e-Iqbal Karachi.                       | 20Mbps(CIR)                    |                                                                  |                                    |
| Grand Total For One Year in PKR/-                             |                                                                                        |                                                                                        |                                |                                                                  |                                    |

  
 DGM (IT)


TENDER ENQUIRY NO. SSGC/SC/14419

SECTION-VI

SCHEDULE OF REQUIREMENT

AND

BID FORM

| Sl. NO. | DESCRIPTION OF ITEMS / PART NOS. | QUNATITY | UOM | TOTAL AMOUNT |
|---------|----------------------------------|----------|-----|--------------|
| (1)     |                                  | (3)      | (4) |              |

BACKUP DATA CONNECTIVITY OVER  
DUAL FIBERS WITH AUTO  
SWITCHING FOR SSGC HEAD  
OFFICE, KT OFFICE AND  
HYDERABAD RO OFFICE (AS PER  
DETAILS ATTACHED)

1 [1] SCC27910 1.00 Lot  
Delivery Schedule:

Fix Bid Bond Amount in PKR: 40,000

NOTE :

- The quoted unit price and corresponding total amount shall be inclusive of all duties & Taxes, excluding Sales Tax as per provincial laws.
- Incase of supply of material alongwith services GST will be exclusive of quoted rate of material.
- Bidders are essentially required for quote their rates on bid form / BoQ.
- 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.
- 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.

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



Oracle Financial Generat

**SUI SOUTHERN GAS COMPANY LIMITED****UNDERTAKING OF COMPLIANCE WITH INTEGRATED MANAGEMENT SYSTEM (IMS) MANUAL AND BLACKLISTING MECHANISM**

I, \_\_\_\_\_ [Supplier's Authorized Representative Full Name], of \_\_\_\_\_ [Supplier Company Name], with principal \_\_\_\_\_ office \_\_\_\_\_ located \_\_\_\_\_ at \_\_\_\_\_ [Full Address], do hereby solemnly affirm and declare as follows:

1. That I am the duly authorized representative of \_\_\_\_\_ [Supplier Company Name], and have the legal authority to make this declaration on behalf of the company.
2. That I confirm having accessed, read, and fully understood the **Integrated Management System (IMS) Manual** provided by Sui Southern Gas Company Limited (SSGC), available at the official website:  
<https://www.ssgc.com.pk/web/wp-content/uploads/2025/06/IMS-Mannual-1-1.pdf>
3. That \_\_\_\_\_ [Supplier Company Name] agrees to comply fully with all the policies, procedures, and responsibilities outlined in the IMS Manual, and will ensure that all relevant employees, contractors, and agents are made aware of and comply with the same.
4. That \_\_\_\_\_ [Supplier Company Name] acknowledges that failure to comply with the IMS Manual may result in corrective action, including but not limited to financial penalties as per SSGC policy and suspension or termination of business with Sui Southern Gas Company Limited (SSGC).
5. That the bidder has also read, understood, and accepted the **Blacklisting Mechanism of Sui Southern Gas Company Limited (SSGC)**, available at:  
[https://www.ssgc.com.pk/web/wp-content/uploads/2024/09/blacklisting\\_mechanism\\_2024.pdf](https://www.ssgc.com.pk/web/wp-content/uploads/2024/09/blacklisting_mechanism_2024.pdf)
6. Any type of violation of the tender terms and non-performance will result in the enforcement of the Blacklisting Mechanism, which will be dealt with in accordance with the Blacklisting Rules/Mechanism.
7. This affidavit is made in good faith and for the purpose of affirming our commitment to health, safety, environmental standards, and compliance with the **Integrated Management System (IMS) Manual** and the **Blacklisting Mechanism** of Sui Southern Gas Company Limited (SSGC), as well as all other applicable policies and procedures of SSGC.

Signed at \_\_\_\_\_ [City] on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Contact Details: \_\_\_\_\_

(Company Stamp / Seal Mandatory)

Witnessed by:

Signature of Witness: \_\_\_\_\_  
Name of Witness: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature of Witness: \_\_\_\_\_  
Name of Witness: \_\_\_\_\_  
Date: \_\_\_\_\_



**SSTW-05**

Ref No \_\_\_\_\_

Dated \_\_\_\_\_

M/s \_\_\_\_\_

SNTN \_\_\_\_\_

Address \_\_\_\_\_

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

Dear Sir,

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

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

Signature \_\_\_\_\_

Name \_\_\_\_\_

CNIC \_\_\_\_\_

Designation \_\_\_\_\_

Date \_\_\_\_\_

Official seal \_\_\_\_\_





**Sui Southern Gas  
Company Limited**

## **Procurement Department**

**Standard Advisory to all Bidders**

**SUB: Sindh Sales Tax Withholding On Services Payment**

*(Effective from 1 July 2024)*

Dear Sir,

### **Background**

Please be informed that:

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

### **Amendment in Law**

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

### **Revised Procedure for Sindh Sales Tax Withholding**

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

- 1) 80% Sales Tax to continue to be withheld on "Past" Invoices only (where Vendor has already deposited 20% Sales Tax in Government treasury provides evidence thereof).
- 2) 20% Sales Tax will be deducted on Current and future invoices (while 80% will be deposited by vendor directly with SRB)

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





سوی سدرن گیس کمپنی لمیٹڈ  
پروکیورمنٹ ٹیبارٹمنٹ

تمام ٹھیکیداروں کے لئے معیاری ایڈوائزری

خدمات کی ادائیگی پر سندھ سیلز ٹیکس  
(۱ جولائی ۲۰۲۲ سے نافذ العمل)

سے منظر

مطلع کیا جائے کہ:

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

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

قانون میں ترمیم

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

سندھ سیلز ٹیکس ود ہولڈنگ کا نظرثانی شدہ طریقہ کار

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

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

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

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

