SELF-OPERATED REGULATORS

FOB / C&F / FOR Basis

Bids are to be invited on Under Single Stage Two Envelope Bidding Procedure Under PPRA Rules 2004, Rule# 36 (b)

> TENDER ENQUIRY NO: SSGC/ FP/PT/13916

& time: 12-09-2025 at 1100 Hrs. time: 12-09-2025 at 1130 Hrs. Bid Opening date

Fixed Bid Security; 750 OR PKR=210,000.

Note: Tender document is also available online on SSGC website for Bidder is eligible to participate in bidding process only after purchasing the tender documents from Tender Room SSGC H s per the procedure mentioned in the Press Publication / SSGC website.

It is mandatory for bidders to attach original Token Slip in front of the Sealed En bued at the time of Purchasing) as an evidence that supplier has purchased the Tender documents. Further, any Corrigendu PROSE ations/Addendums/Extensions issued to be notified to only those bidders who have purchased Tender documents.

Venue:

Tender Room, CRD Building, Ground Floor SSGC Head office complex Karachi -75300 Ph.99021024 – 99021173 - 99021116.



Sui Southern Gas Company Limited

Procurement Department, 2nd Floor, ST-4/B, Block-14, Sir Shah Suleman Road, Gulshan-e-Iqbal, Karachi-Pakistan. Phone: 99021231, 99021223, Fax: 99231583 www.ssgc.com.pk/ssgc

Checklist for Bidders

Enquiry No	Opening Date	7 Time
M/s		Phone No.
tease ensure before sub	omitting the bid, that following inform	nation I documents have been submitted I

S. No.	Details of required information / documents	Yes	No
1 .,	Each & Every Page of the bidding documents shall be signed and stamped by the bidder.		
2.	Technical Compliance sheet (if applicable) has been filled		
3.	Fixed Bid Bond as specified in the tender document.		1.
4.	Bid validity as specified is mentioned	$\mathbb{F}[X,\mathbb{F}^n]$	1
5 .	Delivery per of has been specified		7.3
6.	Country of Okair		
7.	Standard Warrants Gu cantee (if applicable)		
8	Original Performa Invoice of Principal	· i · · · . · ·	• • • • • • • • • • • • • • • • • • • •
9.	Original Technical Literature		
10.	Original Authorization Letter of the last state		
11.	Original Authorization Letter of Manufacturer		
12.	Estimated item wise weight including g os weight & volume of consignments	<u> </u>	<u> </u>
13.	Port of Shipment (specific name of Air / S. a For is required) In case the city mentioned by the bidder does not have any port, the FOB that get to the port of shipment will be borne by the supplier.		
14.	L/C confirmation charges (if desired by bidder) shan or some by the supplier		,,
15.	L/C charges at supplier's end shall be borne by the supplier ▶		
16.	Both FOB & C&F rates are quoted(C&F rates should be bas a on PNSC freight)		
17.	Sample (if necessary) is enclosed		<u> </u>
18.	Alternative offer (in any) submitted should be on as per Section 3 to equie of Requirem et & Bid Form format. For each alternative offer separate fixed bid bond is required.	Man.	
19,	Deviations from tender terms (if any) have been stated in Section 3 Schedul Requirement & Bid Form format. At any stage of process and after accordingly either terms will prevail.		
20.	Firm name of Beneficiary & Bank details with complete address of benificiary.		
21.	Original Bid + One Copy is Submitted		
22.	Form-X and bid securing declaration Duly Signed & Stamped.	· · · ·	

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

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

Bidders Authorized Representative

provided along your bid. Check () appropriate box.



Sui Southern Gas Company Limited (SSGCL)

Contents

Part - A		·
Section – 1 Section – 1A	General Terms & Conditions Additional Terms & Conditions for FOB/C&F	Included Included
Annexure-A	Frmat of Bid Bond Bank Guarantee	Included
Annexure-B	format of Performance Bank Guarantee	Included
Annexure-C	Dec tration by Supplier	Included
Section – 2	Special Conditions of Tender Document	Included /Not required
Part – B		
Section – 3	Bid Form (Schedule of Legurement)	Included
Section – 4	Specifications/Drawing (15 at plicable)	Included/Not required
Section - 5	Affidavit of Compliance with regrated Management System (IMS) Marval	Included
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SUI SOUTHERN GAS COMPANY LIMITED Procurement Department

M/s.		·	·	•	-		
			-	:			
						•	•
	٠.	Tende	z Enqu	iry No			

INVIATION TO BID

Sui Southern Gas Company Limited, (SSGCL) has pleasure in extending you an invitation, to submit bid for the subject material according to Terms and Conditions specified in the attached Tender Document. Please read following instructions before submission of bid:

of the total FOR / FOB value shall be enclosed with the bid without which bid will be rejected and refirmed to bidder unannounced. The Bid Bond shall remain valid till the last date of the month in which it is expring

In case the bid opening date falls on a holiday or due to some unavoidable circumstances, it is not possible to open on scheduled data it will be opened on next working day at the same time and at the same venue.

The bidder shall bear all expanse associated with the preparation and delivery of its bid/sample and the Company will in no case be table in his respect.
 Prospective bidder requiring any insulation or clarification of the tender may notify the same by fax or at the mailing address. The Company will respond to any request for explanation or clarification, if received within reasonable time prior to submission or bids.

within reasonable time prior to submission.
The Company reserves the right to canonical al delete or amend tendered items/quantities/any part of the tender during the bidding period without assigning my reason. However, bidders shall be informed about it prior to bid opening/process.

The Company reserves the right to accept or rejectary bid or part of a bid or to annul the bidding process and reject all bids at any time prior to award of con archase order without thereby incurring any liability to the affected bidder(s).

- 8. In case of Single stage two (02) envelope bidding processor (15 mentioned in press advertisement & Tender document), sealed technical offer & sealed bid shall be abinitted in separate envelopes Bid Bond will be enclosed with "commercial" bid. "Technical Proposal" and "Fi Ancial Proposal" is to be mentioned on the top of the envelope. Technical offers will be opened and exampled first. Financial offers of only technically compliant bidders will be opened at a later intimated date in presence of bidder's representatives. Financial proposal of technically non-compliant bidders at the returned un-opened along areturned un-opened along with their bid bond.
- 9. For Tenders invited on F.O.B/C&F basis, conditions as mentioned in Se 1A will also apply. 10. The Company will appreciate confirmation by fax No 92-21-99231583 or email at your @ssgc.com.pk or to DGM (Procurement) of your intention to submit the bid and if not interested in si of bid, it will be appreciated if it is intimated through fax or email with mentioning of reasons.
- 11. Bids are required to be submitted at:

Tender Room, CRD Building, Head Office Complex, Sir Shah Suleman Road Gulshan-e-Iqbal, Karachi Pakistan. Ph. 0092-21-99021024, 0092-21-99021223, 0092-21-99021279, 0092-21-99013074, Fax # 0092-21-99231583, Email: mmte@ssgc.com.pk

Hope and look forward for your valued participation.

Thanking you

General Manage



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Procuremen Dept.

General Terms & Conditions

Submission of bids:

Bids are to be submitted in sealed envelope provided with the tender (in such a manner that 1.1. contents are fully kept enclosed and cannot be seen until opened) indicating tender enquiry number, its opening date and time on the top of the envelope. Envelopes shall be addressed to General Manager (Procurement Department) on the address provided on "invitation to bid". Envelope shall indicate the name and address of the bidder for returning the bid in case it is declared late or submitted without bid bond.

led bids (as above) shall be mailed/submitted/dropped in tender box placed at Tender Room, 1.2. Building, SSGC Head Office. Bids are to be delivered on or before closing time after which if not be entertained. In case bid is sent through courier, the same shall be delivered at least

unbefore scheduled opening time.

The Company may at its discretion extend the closing date for the submission of bids, in which 1.3. case all rights and obligations of the purchaser and bidders previously subject to the closing date will thereafter be subject to the date extended. However, any request for extension received from prospective bidd as les than one week prior to bid opening date may not be entertained. In case of extension in bid opening late, the same will be advertised in press and simultaneously shall be intimated to prospective pidder who had purchased the tender documents.

The bid shall contain no intermeations, erasures or overwriting except as necessary to correct the extension in bid

1.4 errors made by the bidder is care of any correction etc. it shall be signed and stamped by the

person signing the bid.

The quoted price shall be included of all duties/taxes except GST, which is to be mentioned separately. The supplier shall declare of a plicable) regarding non-applicability of GST for which documentary evidence shall be enclosed or sold be produced upon demand. 1.5.

Rates shall be item-wise, as given in process hedule/schedule of requirement/Bid Form unless 1.6.

otherwise specified.

Bidder is responsible for timely delivery of bids at location specified 1.2 above. Company will not be responsible for misplacement/tampering/non-cendance/delay or any other incident in case the 1.7. bid is not delivered at the designated place & time.

Any bid received late after the closing date and time, will be rejected and returned unopened. bid is not delivered at the designated place & time.

1.8.

The quotation shall only be acceptable on/as per Bid Ford. Local 1.9 Agent submits bid on behalf of different bidders, a separate dond for each Bid is required. Likewise for tender when bidder submit alternative bids a sparm bid bond for each bid is required or else bid will be liable for rejection.

ver, in unavoidable Deviation from tender terms and conditions is not allowed. circumstances, these shall be mentioned at the bottom of "Section 3: I n' deviation on any

other page will not be entertained.

Discount offered (if any) shall be mentioned on the "bid form" only. 1.11

The bidder(s) or their authorized representative shall put his full signature with stamp & date on 1.12 each page of tender document as well as enclosure vis-a-vis drawings, specifications etc. Any correction, overwriting shall be duly signed & stamped.

The bid is to be completed and returned to the Company in accordance with, General terms & 1.13 conditions. General terms & conditions duly signed & stamped (as a token of acceptance) shall be submitted along with Bid Form (Price schedule) duly completed as per requirement. However, specifications/drawing is to be retained by bidder for their future references,

Eligible Countries / bidders: 2.

The invitation for bids is open to all manufacturers/suppliers/stockiest/dealers/pre-qualified bidders but is not applicable to those countries where inter trade protocols with Pakistan do not exist or those countries from where imports are not allowed by Government of Pakistan.

Qualification/Disqualification of Suppliers:

The Company, at any stage of the procurement proceedings, having credible reasons for or prima facie. evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information regarding their professional, teclinical, financial. legal or managerial competency, ar and of his series are

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whether already pre-qualified or not. The Company shall disqualify a supplier or contractor if it finds, at any time that the infantice and materially any time that the infantice and materially and time that the same of the contractor was false and materially. Black Listing Mechanism inaccurate or incompleting Weehanism.

Joint Ventures:

In the event that the successful bidder is a joint venture (formation of two or more companies), the Company will require an undertaking on judicial stamp paper that the parties to the joint venture accept joint and several liabilities for all obligations under the purchase order/contract.

Clarification of tender documents: 5.

Prospective bidders requiring any further information or clarification of the tender documents may notify, the Company in writing or by fax or at the Company's mailing address indicated in the "invitation to bids". The Company will respond in writing to any request for information or clarification of the tender documents, if received five working days prior to closing date for the submission of bids prescribed by the Company. The Company response (including an explanation of the query) will be sent in writing or by prospective bidders who have purchased the tender documents. Verbal fax/e-mail to₄ instructions/refere not be acceptable.

aray of bid: Modification and wh

- The bidder may modify withdraw its bid after the bid submission, provided the written notice of are's received by the Company prior to the deadline prescribed for the modification or withdra an is received by the Company prior to the deadline prescribed for submission of bid. After the vide quotations are opened, no bidder shall be allowed to revise, propose or request any change in the bid.
- The bidder's modification or withdrawal notice shall be sealed and addressed to GM (P). A withdrawal notice may be sent by fax to ved by a signed copy.
- withdrawal notice may be sent by fax Bids once opened cannot be withdraw. a validity period.

Bid validity: 7.

All offers shall remain valid up to 90 days (120 days it cas) of Two Envelope bidding procedure) from the date of opening of bids, until any further extension agreed by the bidder. If the bidder agrees for extending bid validity the bid bond shall also be extended accordingly a bidder giving extension to his bid validity will not be required or permitted to modify his bid. If there was be any query/clarification or extension request asked by the Company, the bidder should reply the same within 7 days after receipt of the same and it hidder takes more than 7 days the delay in reply will be added to be it bid validity period. if bidder takes more than 7 days the delay in reply will be added to seir by

Rate Escalation: 8.

All items except line-pipe:

ent of obligations by Quoted prices shall remain valid, firm, irrevocable and fixed till the fin the bidder and will not be subject to escalation / change on any account.

Line-pipe only:

8.2.1 Bidders are essentially required to submit detailed breakdown of rates indicating a) H.R. Coil.

b) All other charges (including wastage, transportation, conversion cost etc).

8.2.2 Rate / price offered by the bidders shall be firm and irrevocable. However bidder offering pipe manufactured from Pakistan Steel Mills (PSM) HR coil are required to submit certified documentary evidence of HR coil rates. Adjustment in line-pipe rates (from the bid opening date till the currency of order) due to change in rate of HR coil manufactured by PSM is admissible to the extent of raw material cost without wastage. The bidders are required to submit certified documentary evidence of HR coil rates published by PSM, at the time of submission of bids. SSGC may verify the document / rates from PSM.

The variation clause however shall not be applicable on line-pipe quantities which were delivered within 20 days of the announcement of the variation (both days inclusive) in price

of HR coil by PSM.

- The variation clause also shall not be applicable on the line pipe quantities delivered after the specified delivery schedule (total or monthly consignment wise) -
- 8.2.5 No escalation is applicable on line pipe manufactured from imported HR coil.

THE PARTY NAMED IN

Bid bond (earnest money):

Bid bond equivalent to two percent (2%) of the total offer value, in favor of Sui Southern Gas Company Ltd. shall accompany the bid if bid value is above Rs.500,000 in the form of pay order, demand draft, call deposit receipt or a bank guarantee (specimen of bank guarantee is attached at Annexure-A), issued by a scheduled bank in Pakistan. The bid bond shall remain valid for 120 days (150 days in case of Two Envelope bidding procedure) unless specified otherwise. The bid bond shall be returned/refunded to the unsuccessful adders while the bid bond of the successful bidder shall be retained, till submission of Youd (if applicable). Bids without bid bond will not be considered. In case the order value is obligations by the sure lier. However, in either case the bidder is responsible to arrange the extension the bid bond validity as per requirement. If bid bond submitted by the supplier is more than 2% of ordered value, it may be replaced with appropriate value. If order value is less than Rs. 500,000, the bid bond will be returned along with the case Bid bonds of non-compliant bidders may be released during supportion : 300 100 the bid bond in lieu of performance bond will be retained till fulfillment of process. The bid bond may be for feited if a bidder withdraws the bid duringvalidity period specified by the bidder or if successful bidder ra

- Accept purchase order.
- Furnish performance guarantee as coordance with clause 16 of Section 1, Supply material as per requirement and delivery schedule.
- 9.1 In the event of bid bond validity following of the prescribed period of 120 or 150 days as the case may be either (i) due to extension in the bid subrission date or (ii) where so required by the procuring agency, then in such an event it shall be manual the padder to extend the bid bond validity upto 120/150days within 30 days of the opening of technic phosal / bid, and / or where so required by the procuring agency.
- 9.2 In the event of the bid security amount deposited / furnish a the bidder falls short by 10% of the requisite Bid security amount. The procuring agency keeping in view the nature of the procurement may consider and allow the bidder to deposit / furnish the balance 100 amount, provided the bidder amount, provided the bidder does so within 15 days of the opening of the bid. Notwithstanding 1 other terms & conditions have been fully complied with.

Opening of bids:

Bids will be opened in presence of bidders or their authorized agents at the address provided on "invitation to bids". The bidder's representatives who are present shall sign the bid opening sheet a mark their attendance/witness. Commercial contents of bids will be announced/recorded in bid opening sheet.

11. Preliminary Examination of bids:

- The Company will examine the bids to determine their completion, computational errors, provision 11.1 of guarantees, authorized signature and other related matters.
- Arithmetic errors will be rectified on the following basis. Discrepancy between unit price and the 11.2 total price obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price will be corrected. Discrepancy between total bid amount and the sum of total prices, the total prices shall prevail and the total bid amount will be corrected.
- Prior to a composed evaluation, the Company will determine the substantial responsiveness of each bid to the bidding documents. In Company's opinion a substantially responsive bid is the one which conforms to all the terms and conditions of the bidding documents without any material deviation.
- Bid determined as not substantially responsive will be rejected by the Company and cannot subsequently be made responsive by the bidder through correction of the non-conformity.



Clarification of submitted bids:

To assist in the examination, evaluation and comparison of bids, the Company may at its discretion inquire any clarification from bidder about their bid. All responses by bidders shall be provided in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

Technical Literature & Samples:

The Bidder(s) shall submit the following:

- Samples (if applicable/required)
- Original or legible copy of technical literature/performance characteristics 13.2
- Test Certificates (if applicable/required) 13.3
- Documentary evidence for legal import in case of imported material. (At the time of delivery when quoted on FOR basis)
- In case of pipeline operation material bidders must also attach a "proof from supplier/ manufacturer, that goods offered have been used successfully on a high pressure natural gas pipeline elsewhere under tropical climatic conditions.

13.6 Specificat

Specification Compliance Sheet:

Company require a clause-by-clause commentary on the Specifications, demonstrating the materials specifications or a statement of deviations and exceptions to the provisions responsiveness to the of the specifications, if so required/desired. For purposes of the commentary to be furnished pursuant to above, the bidder an note that standards for workmanship, material and equipment and references to brand name or atalogue numbers, designated by the Company in the specifications are intended to be descrip ive only and not restrictive. The bidder may substitute other authoritative standards, brand names and/or standards in its bid provided which demonstrates to the Company's satisfaction that the substitutes are equivalent or superior to those designated in the specifications by the Company.

Bid which does not possess above docume certificates etc., may be considered technically Noncompliant.

- The offer shall be accompanied with all technical day documents/certifications as required under the tender specifications. Evaluation shall be carried out of the basis of data/ documents/certifications 13.7 The offer shall be accompanied with all technical e submitted with the bid. No clarification, additional in n may be sought / accepted after bid
- 13.8 Deviation to technical specifications:

The bidder shall fill the "technical compliance sheet" and mention fered specifications along with reference to its technical brochure/literature (page/clause No.etc). Strement such as "Compliant" or "Confirmed" is not acceptable. Deviation to tender terms and technical specification is not acceptable. However, if bidder feels to mention minor deviation, the time shall be referred categorically on the "Bid Form" as well as on the technical compliance sheet, it ing reference of its technical data sheet/brochure. In case of insufficient information, data or docume the Company is not liable to seek clarification and the bid may be determined non-com lian on provided information.

Award/Evaluation Criteria:

- In case of locally manufactured items e.g. service line material & meter components, manufactured by local vendors, the lowest bidder will be awarded maximum quantity as per his declared capacity and past performance in respect of delivery and quality. New vendors / manufacturers shall also be considered for placement of a purchase order up to a maximum of 10% of the tender quantity if their submitted sample has been tested and approved and provided they have quoted lowest price or agree to accept the order on lowest received price.
- Generally for other items other than above, ordering shall be based on technical compliance and lowest quoted price. Supplies may be subject to pre shipment inspection and post qualification by a third party in case of foreign material. If required during the process of manufacturing and / or inspection, SSGCL representative may visit the manufacturer facility to witness the manufacturing /



SSGC

- 14.3 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.
- 14.4 Company reserve the right to settle the final terms of supply with the lowest evaluated and commercially responsive bidder: Any effort by the bidder (s) to influence the outcome of bid evaluation or placement of purchase order may result in disqualification of the bidder.

15. Loading of Bids:

Bids may be loaded with following if offer found to be deviated from specifications, delivery schedule, terms & conditions without stating the amount involved in such deviation by following method:

- 15.1 The cost of commensation / loading amount for that item shall be derived from the bid itself.
- 15.2 is not possible, average of rates of other bidders, who have quoted for that item conforming the charge specification, shall form the basis for cost compensation/loading.
- 15.3 The company will encourage participation by local bidders who will be given price preference. Lander cost a ctor shall be determined as per prevailing Government policy / SRO. However they will subtant details of local value addition on raw material imported by them and percentage of locally manufactured component with documentary evidence.

16. Performance Bond:

- In case purchase order (18) is above Rs:500,000, the successful bidders shall submit performance bond guarantee which into be submitted within ten days from receipt of LOI or order along with integrity pact. The successful orders shall submit a performance bank guarantee (PBG) in the form of a pay order or bank guarantee (specimen attached at Annexure-B) issued by a scheduled bank in Pakistan, for an amount equivalent to 10% of the total value of the purchase order or as specified, in the "letter of intent". The performance of complexs specified otherwise; shall remain valid till;
 - 16.1.1 Completion of final satisfactor day by in case of consumable items.
 - 16.1.2 12-18 months from the date of satisfactory delivery of the equipment/machinery.
 - 16.1.3 Satisfactory delivery/installation of sistem in case the installation responsibility is on supplier's part.
 - 16.1.4 120 days in case of chemicals.
 - 16.1.5 In case of locally manufacturing item, the PBC of livalent to 3 months delivery schedule will be required after placement of purchase order which should remain valid till completion of final satisfactory delivery of the ordered quantity.
 - 16.1.6 In case of small diameter line pipe (MS/MDPE) the 130 shall remain valid up to 3 months after completion of satisfactory final delivery.
 - 16.1.7 In case of Vehicles, Manufacturer's Warranty is required in its of PBG.
- The guarantee will be released after completion of this period, subject to sat factory performance of the supplied equipment/machinery/system as mentioned at 16.1 above. The upplier shall keep the guarantee valid at their cost until fulfillment of the obligations.
- In case the bidder does not submit the performance bond as specified, the delivery time of goods shall be deemed to have commenced 10 days (15 days in case of import) from the issuance of letter of intent/purchase order. The proceeds of the performance bond shall be payable to the Company as compensation for any loss resulting from the supplier's failure to complete its work under the purchase order/contract. The validity period of the performance bond is to be extended if the delivery date/period is being extended mutually by the Company/Supplier.
- The performance bond will be discharged / returned by the Company not later than thirty (30) days following the date of completion of the supplier's work under the purchase order/contract including any warranty/guarantee/performance obligations as specified in the special conditions of contract. The supplier shall not be absolved of their liability to perform in case of encashment of performance bond by the Company, who shall have the right to claim and receive all damages/losses incurred due to non-performance.
- The Company shall promptly notify the supplier in writing for any claim arising under this guarantee. Upon receipt of such notice, the supplier shall promptly repair or replace the defective goods or parts thereof, without cost to the Company other than, where applicable the cost of inland delivery of the repaired or replaced goods or parts from the port of entry to the final destination.

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- 16.6 If the supplier, having been notified, fails to rectify the defect (s) in accordance with the purchase bider/contract, the Company may proceed to take such remedial actions as may be necessary at the supplier's expense. Any amount payable by the supplier under this clause may be recovered by the Company by withdrawing from the performance bond without having to notify or seek the approval of the supplier.
- 16:7 Nothing herein contained shall be construed to limit supplier's obligation of performance of the order/contract to the value of the performance bond.
- 16.8 Guarantee/Warranty:In case where performance guarantee is not applicable, the supplier shall confirm that all suppliedgoods under the contract/purchase order are new, unused, of the most recent or current models and incorporate all recent improvements in design and goods unless provided otherwise in the contract/purchase order. This guarantee shall remain valid for a period of twelve to eighteen months after the goods have been delivered or commissioned.

17. Purchase Order/Confract:

Purchase order of quoted material may be placed on fulfillment of conditions mentioned at 14 &16 above pal confirmation for proceedings with the suppliers.

18. Assurance:

The successful bidger The required to give satisfactory assurance of its ability and intention to deliver the goods, pursuant to the terrer enquiry and contract within the time set forth therein.

19. Force Majeure:

- In the event of either pay to eto being rendered unable, wholly or partially, by force majeure circumstances to carry out is solligations under the purchase order/contract documents, such party shall give notice and full particulars and other satisfactory evidence of such force majeure cause(s) in writing or better the other party within 7 days after theoccurrence of the cause(s). Relied upon the obligation of an party giving such notice of force meiouse 1." such force majeure shall be suspended for the period during cause(s) shall, as far as possible, be remedied and obviated with all reasonable aspects. The term 'force majeure' as employed herein, shall mean acts of God or public enemy, in a surrection, fires, floods, earthquakes or other physical disasters, order or request of government, plockade or embargo. It is, however, clarified that strikes, lockouts, shortage or non-availability as materials, rains, and disturbances, other labor dispute or congestion's in ports on the supplier's sige hall not be included in the term 'force majeure'.
- In case the force majeure contingencies last continuously for refre than one month, both parties will agree on the necessary arrangements for the further implementation of the purchase order/contract. In case further implementation is unforeseeable and the ssible, both parties shall arrange for the termination of the purchase order/contract, but without the lattice to their rights and obligations so far as they have fallen due before the operation of force majer c.

20. Amendment in purchase order/contract:

- The Company may at any time by a written notice to the supplier make changes within the general scope of the purchase order/contract in any one or more of the following:-
 - 20.1.1 Drawings, designs or specifications where goods to be furnished under the purchase order/contract are to be specifically manufactured for the Company.
 - The method of shipment or packing.
 - The place of delivery. 20.1.3
 - Quantities of item up to a maximum variance of +15% of purchase order/contract value.

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- Company reserves the right to increase/decrease the quantities or delete any or all items listed in 20.2 the price schedule/schedule of requirement/bid form without assigning any reason.
- Upon notification by the Company of such modifications the supplier shall submit to the Company 20.3. an estimated cost for the proposed modification within ten (10) calendar days of receipt of notice of the modification and shall include an estimate of the impact (if any) of the modification on the delivery dates under the purchase order/contract, as well as a detailed schedule for the execution of the modification, if applicable.

- 20.4 The supplier shall not perform modification in accordance with clause 20.1 above until the Company have authorized a modification order in writing on the basis of the estimate proyided by the supplier as described in clause 20.3.
- 20.5 Modification mutually agreed upon shall constitute a part of the work under the purchase order/contract and the provisions and conditions of the contract shall apply to the said modification.
- 20.6 If modification made by the Company results in a variation in purchase order/contract quantities whose net cost effect is within 15% of the total value then the original purchase order/contract rates would be applicable. Any "modification" affecting the quantities and the corresponding cost effect beyond 15 percent would be mutually agreed upon between the Company and the supplier.

21. Extension a de very period:

- 21.1 Delivery the goods shall be made by the supplier in accordance with the schedule of requirement and delivery period; however, the supplier may claim extension of the time limits as set forth in the schedule of requirements and delivery period in case of
 - 21.1.1 Modification in the goods ordered by the Company pursuant to clause 20.
 - 21.1.2 Delay is procession of any services which are to be provided by the Company (services provided by the Company shall be interpreted to include all approvals by the Company under the contract.)
 - 21.1.3 Delay in perform the cowork caused by orders issued by the Company.
- The supplier shall demonstrate in the Company's satisfaction that it has used its best endeavors to avoid or overcome such causes for deay; high the parties will mutually agree upon remedies to mitigate or overcome such causes for deap.
- Not withstanding clause 21.1 above, the applies shall not be entitled to an extension of time for completion unless the supplier at the time of the company in writing of any delay that it in walaim as caused by circumstances pursuant to clause 21.1 above and upon request of the Company, the upplier shall substantiate that the delay occurred is due to the circumstances referred by the supplier.

22. Packing:

- 22.1 The material shall be in original/sealed packing to ensure day by without any damage during transit.
- 22.2 If any of the good is discovered to be damaged or unacceptable at the point of embarkation, the supplier shall be responsible for replacement of those goods free or any charge and cost to the Company, within the delivery time schedule of the contract/purchase or are.
- 22.3 The identification marks showing contents, quantity and contract/purchase of the number shall be printed on each skid/metal container/case containing one copy of invoice & packing list.
- Handling and Transportation:

 The Supplier shall arrange for the proper stacking of the Goods and for its proper storage and lashing and for other such provisions/suitable measures as may be necessary to safeguard against movement and damage to the Goods from the point of loading to its designated destination.

23. Inspection:

- 23.1 Pre-delivery inspection may be carried-out at the premises of supplier(s) and/or post delivery inspection at company's any location, by the appointed inspector/inspection team, third party inspectors appointed by the Company.
- The Company reserves the right to arrange inspections and tests to the goods or manufacturing processes at any stage at any of the premises of the supplier or its subcontractor(s) or and at the point of delivery end at the goods final destination. Where conducted on the premises of the supplier or its sub-contractor(s), all reasonable facilities and assistance including access to drawings and production data shall be furnished to the inspectors at no charge to the Company. Such inspection, however, shall not relieve the Supplier to fulfill the obligations under the

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purchase order/contract. If goods fail to conform to the specifications, the Company may reject

24. Delivery:

- 24.1 Free delivery at any of the following locations, unless specified otherwise:
 - 24.1.1 R & D Section, Stores Department Abul Hasan Ispahani Road, Karachi.
 - 24.1.2 R & D Section, Stores Department F-37, SITE Karachi.
 - 24.1.3 R & D Section, Stores Department F-76, Dope Yard SITE, Karachi.
 - 24.1.4 Meter Manufacturing Plant, Sir Shah Suleman Road, Gulshan-e-Iqbal Karachi.
 - 24.1.5 Khadeji Store, 57th Kilometer at Super High way Karachi.
 - 24.1.6 Any other location specified by the company.
- 24.2 Delivery period shall commence after 10 days (15 days in case of import) of the issuance of letter of intent or from the date of purchase order/contract whichever is earlier, unless otherwise specified.
- 24.3 The supplier shall replace defective material at their risk & cost including transportation, duty,
- 24.4 GST In one if applicable be submitted at R&D section Stores Department along with material & delivery halls.
- Unloading and sacking through cranes, fork lifters, labor etc. will be arranged by supplier at delivery site (for material like Pipes/Heavy Machinery & Equipment etc).
- 24.6 Delivery is to be said strictly in accordance with "delivery schedule" as specified by the Company.
- 24.7 The rejected material is to be collected/lifted by the supplier within a maximum period of one month after its intimation by the Company. Beyond specified period, the Company shall not be responsible for storage/safety of the uncollected material.

25. Delivery Failure:

- In case the supplier fails to supply said the material within the stipulated period, the Company have the right to make an alternative and go and for the purchase of the goods on such terms as may be offered. In such event all losses, of start charges sustained/incurred by the Company on stated purchase shall be recovered from the Supplier without prejudice to any other right or remedy available to the Company which includes a covery of losses sustained by the Company from any due payment of the said supplier.
- 25.2 In the event Company remains unable to make such a tenative arrangements, the Company has the right to recover from the supplier any or all losses sustained as a result of the supplier's failure to ship/supply the goods as per schedule of delivery.
- In the event Company being forced to purchase any quantity or any other alternative not specified in this document as a result of any failure to supply/ship the matchin, the Company shall have the right to terminate the contract/purchase order without prejudice to an other rights or remedies available to the Company.

26. Payment:

- 26.1 The supplier after delivery of goods and its acceptance shall submit invoice to man e Department of the Company, containing following information i.e.
 - (a) Purchase order No. & date
 - .(b) Items
 - (c) Quantity
 - (d) Price
 - (e) Invoice value
 - (f) Point of delivery
 - (g) Delivery challan indicating delivery date, etc.
 - Payment will be made within 30 days of completion of stated formalities.
- 26.2 Income Tax @ 3.5% or as applicable under the prevailing government rules will be deducted at source (except where the supplier provides an income tax exemption certificate). Quoted price shall be inclusive of all taxes, except GST, which shall be mentioned separately. 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.

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26.3 In case supplier is not liable to pay tax under the income tax ordinance or is liable to pay tax at a lower rate the supplier shall obtain a certificate from the tax authorities in Pakistan to that effect. In case the required certificate is not produced by the supplier prior to the date of payment, then the Company shall deduct tax at source from the gross payment payable to supplier.

27. Liquidated damages:

- 27.1 If supplier fails to deliver ordered material within the stipulated period/scheduled time specified in purchase order, Company, without prejudice to any other remedies, shall deduct from the bill or any other due payments/guarantees, as liquidated damages, a sum equivalent to 0.1% per day of the undelivered goods up to maximum 10%. The liquidated damages shall also be applicable for the cancelled quantity of goods under clause 28.
- 27.2 Whenever liquidated damages become payable, in the event that delivery of all goods and eniment is not made within the time period specified except on account of force majeire, the time are shall quantify the same and shall serve notice to the supplier requiring payment thereof. If the supplier fails to remit payment within 15 days of receipt of such notice, the Company shall forth-with come entitled to recover the same without recourse to the supplier, by calling upon The Performance Bond, withdrawals by way of liquidated damages shall not reduce the value of the Performance Bond.
- 27.3 The payment of quie ted damages shall not relieve the supplier from performing and fulfilling all its obligations under to contract/purchase order nor shall the right and entitlements of the Company be affected or reduced in any manner.
- 27.4 In case of order placed on CC&F basis, the delivery period shall commence from the date of confirmation of L/C. However self, d submission of PBG period in excess of time limit will be deducted from the delivery period for he purpose of recovery of late delivery charges.
- The liquidated damages shall be the ram quivalent to point one (0.1%) percent of the Contract price of the delayed goods as unperformed errices for each day of delay, until actual delivery or performance, up to a maximum deduction of ter (10) percent of the Contract price. Once this maximum is reached, the Company may consider to mination of the Contract at the risk and cost of the Supplier.

28. Default by Supplier:

- 28.1 The Company may, without prejudice to any other remed by written "notice of default" sent to the supplier, cancel the purchase order whole or in part; if:
 - 28.1.1 The supplier fails to deliver any or all of the ordered quantity as per specified delivery schedule or any extension thereof granted by the Company
 - 28.1.2 The supplier fails to perform any other obligation(s) under the "py chase order".
 - 28.1.3 The Company during the delivery period has reasons to believe that the supplier will not be able to fulfill the obligations under the purchase order/contract. The Company prior to exercising its right to cancel the purchase order/contract shall issue notice to the Supplier specifying the default(s) and the supplier 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, purchase order/contract may be cancelled. The Company in addition to cancellation of purchase order/contract may suspend/cancel the enlistment of supplier.
- 28.2 The Company shall have the right to terminate/cancel the contract/purchase order concluded between the supplier and Company; if:
 - 28.2.1 The successful bidder fails to furnish the performance bond as under clause 16 thereof.
 - 28.2.2 The supplier fails otherwise to perform, fulfill or comply with terms, conditions, regulations and requirements of the contract/purchase order to carry out the work in accordance with the provisions thereof or abandons the shipment.
 - 28.2,3 The supplier becomes bankrupt or insolvent or makes an assignment for the benefit of its creditors.
 - 28.2.4 One or more consignments of material delayed by a period of more than three months or non-supplied.
 - 28.2.5 Rejection of manufacturing items as a result of observation by inspection teams



- 28.2.6 Penalty on higher rejection rate of supplied goods.
- 28.3 The supplier shall have the right to terminate the contract/purchase order if:-
 - 28.3.1 The Company fails to establish the "letter of credit" within the stipulated period as required.
 - 28.3.2 The Company becomes bankrupt or insolvent or makes an assignment for the benefit of its creditors.
 - 28.3.3 The Company is in default and breach of its obligation and liabilities under the contract/purchase order.

29. Resolution of dispute:

The Company and the supplier shall make every effort to resolve the disagreement or dispute arising between them amicably by direct discussion under or in connection with the purchase order/contract.

30. Applicable law:

The purchase order/contract shall be governed by and interpreted in accordance with the laws of the Islamic Representation.

31. Declaration/Interrup act/Certification:

- 31.1 Successful supplier shall furnish the declaration (specimen attached at Annexure-C) within 10 days after issuance of Lol/order /contract if the order/contract value becomes Rs:10 million or above.
- 31.2 In case of F.O.B/C&F Pirch seconder/Contract, the Principal as well as "local agent" both will sign the "integrity pact" as required piler this clause.
- 31.3 Bidders to submit a certificate on Ph 100/- non-judicial stamp paper certifying that they are not black listed by the Government/A to one bodies and declared as defaulted supplier.

32. Arbitration/resolution of disputes:

- Any difference or dispute arising out of the prospection with the contract between the Company and the supplier which can not be amicably replied shall be referred to arbitration in Karachi, Pakistan, to two arbitrators, one appointed by each curty of such difference/ dispute. In case the judgment of the said Arbitrator being at variance, he matter shall be referred to an "umpire", who shall be appointed by both the side Arbitrators. The transfer hall be retired judge of a High Court or the Supreme Court of Pakistan. Such arbitrators and under shall together proceed to adjudicate he disputes in accordance with the Arbitration Act, 1940, a amended from time to time.

 32.2 Prior to exercising any right by the Company or supplier to terraining the purchase order/ contract
- 32.2 Prior to exercising any right by the Company or supplier to entirate the purchase order/contract under the conditions stipulated above, a return notice shall be required to be given to the other party specifying such default(s) and calling for submission of an explanation within seven (7) days of receipt of such notice. If such explanation is not furnished with a the stipulated time or if so furnished, is found to be unsatisfactory, and the default(s) countries, the purchase order/contract be terminated with notice to other party.
- 32.3 The agreement shall be governed by Law of Islamic Republic of Pakistan arbitration language shall be English.
- 32.4 During the course of arbitration, the supplier shall not suspend the performance of his esponsibilities and obligations under the contract unless authorized by the Company in writing to do so.
- 32.5 In addition to the remedies as stated above, there is a "grievance committee" formed by the Company which can be approached by supplier in case of non-settlement of issues at any stage if supplier feels that settlement is not insight or not justified.
- 33. Redressal of grievances by the procuring agency.-
 - 33.1. Grievance Committee is in place to address the complaints of bidders that may occur prior to entry into the procurement contract,
 - 33.2 Aggrieved bidder may lodge a written complaint concerning his grievances not later than fifteen days after the announcement of the bid evaluation report.
 - 33.3 Bidder is to submit complaint on letter head duly signed by the authorized person. Tender reference, details / nature of complaint, complainant active telephone, cell, postal address, email



address must necessarily be provided. Incomplete / anonymous complaints will not be responded at all.

33.4 The Committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint

33.5 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

34. Blacklisting of Suppliers and Contractors:

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

- 34.1 Corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of an official/Company.
- 34.2 It he supplier/contractor found responsible for the detriment of the Company during proceedings represented to the contract, process or its execution.
- 34.3 Mis epresentation of facts in order to influence the procurement process or the execution of the purchase or ar/contract.
- 34.4 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 competition

35. Supplier's Guarantee and to consibilities:

The Bidder/Supplier shall guarantee is at the materials supplied against this tender enquiry is new and is of acceptable quality and has been replaced approved on similar jobs. The validity and scope of such guarantee will be in accordance with a physicistic stated in this document. In case the opinion of the Company the Goods fail to perform the physices in accordance with the specifications specified in Section IV due to manufacturing defects/defective material and/or workmanship, the Supplier shall replace, repair or reconstruct such Goods at Nacy Poost in Pakistan wherever the Goods shall be located so that such Goods shall be restored to such conditions that it shall perform in satisfactory operating condition or to replace it with new Goods at Supplier cost so that the goods shall perform in accordance with the specifications and details as set forth in the Compact/tender documents. If the Supplier shall fail to do so after expiry of 15 days notice to that affect served on him by the Company, the Company shall be at liberty to repair, replace and/or reconstruct the Goods at its costs provided in the event, the Company shall be entitled to recover total cost of such replacement form the Supplier withdrawing from the Performance Guarantee.

36. Language:

The bid prepared by the bidder and all correspondence and documents round g to the bid exchanged by the bidder and the Company shall be written in English language. Any printer discreture furnished by the bidder may be written in another language provided that this literature is a coordinated by an English translation in which case for purpose of interpretation of the bid, English translation shall govern.

37. Vehicle Applied by Authorized dealer of local manufacturer:

Incase of vehicle supplied ly authorized dealer of local manufacturer, the authorized dealer will be responsible to get the vehicle (s) registered through Excise Department Government of Sindh and provide Original Registration book / Original Registration Invoice / Tax payment receipt / other related documents & provide the vehicle (s) number plate (s) to SSGC. Registration fee will be reimbursed by SSGC subject to submission of Government of Sindh Excise Department receipt.

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Additional Terms for Tenders on F.O.BJC&F basis:

1. Submission of bids:

1.1 Bid bond (Earnest money) @ 2% of the total F.O.B value as per clause 9, of section 1 of "General terms & conditions" is required to be submitted with the bid. It may be noted that bids without bid bond will be rejected and returned to bidder.

In case the bidder is manufacturer the bid shall either be completely prepared by the foreign bidder including signing and stamping of all documents. In case, such documents are being signed by the local agent of the bidder, the bid shall essentially include supplier's original Performa invoice and an original authority letter in favor of local agent to sign the documents on their behalf. The bid is liable for rejection if these conditions are not met.

1.3 In case of Bidder offering to supply goods which the bidder did not manufacture or otherwise produce, the bidder shall be duly authorized by the goods manufacturer or the producer to submit bid or supply the goods on their balls.

1.4 Bids shall be subtract (preferably through local agents) in two copies, (original + copy).

1.5 The price on unit FOB and C&F basis is to be quoted separately. Following are to be essentially indicated in the bid form:

1.5.1 Country of origin.

1.5.2 Port of shipment.

1.5.3 Estimated gross/net we at, limension & volume of offered item and estimated weight of each item.

1.5.4 Delivery period or schedule is the of bulk quantities.

1.5.5 r Original technical literature.

1.5.6 Beneficiary's complete address.

1.6 Foreign bank charges and L/C confirmation charges and be borne by the supplier.

1.7 Bid Currency:

The rates shall be quoted in bidder's home country or a U ited States Dollars. A bidder expecting to incur a portion of its expenditures in the performance of the contact in more than one currency and wishing to be paid, accordingly shall indicate the same in their bid. Note or bidder from Pakistan would be paid in Pak Rupee.

(Clause 1.5 of General Terms & Conditions is not applicable)

2. Bid bond:

- 2.1 Bid bond shall be equivalent to two percent (2%) of the total F.O.B value. In favor of Sui Southern Gas Company Limited and shall be in the form of pay order, demand draft call deposit receipt or a bank guarantee (specimen attached at Annexure-A), issued by a scheduled bank in Polatian. The bid bond shall remain valid for 120 days (150 days in case of Single Stage Two Envelope beauty procedure) unless specified otherwise. The bid bond shall be returned/refunded to the un-successful diers while the bid bond of the successful bidder shall be retained, till submission of Performance bond. Bit is we hout bid bond will not be considered. In case the order value is less than US\$:25,000 the bid bond in the order value bond, will be retained till fulfillment of obligations by the supplier. However, in either case he bidder is responsible to arrange the extension of bid bond validity as per requirement. If bid bond submit of by the supplier is more than 2% of ordered value, it may be replaced with appropriate value. Bid bonds of non-compliant bidders may be released during evaluation process. The bid bond shall be denominated in the currency of the bid or any other freely convertible currency.
- 2.2 Bid submitted on behalf of different principals shall be required to submit separate bid bond along with the bid for each offer.

(Note as mentioned at Clause 9, 9.1 & 9.2 of General Terms & Conditions shall also apply).

3. Conversion to single currency:

In order to carry out evaluation and comparison, the Company will convert all bid prices expressed in various currencies to Pak Rupees at the buying exchange rates established by the State Bank of Pakistan or any other commercial bank in Pakistan for similar transactions on the date of opening of bids. In case of Two Envelope Bidding System, the exchange rates prevailing at the time of opening of Technical Proposals will be used for conversion and evaluation.



4. Evaluation Criteria:

- 4.1 The evaluation of bids will be carried out on C&F / landed cost basis, however purchase order will be placed on FOB price on freight to collect basis. The bidders are required to submit best freight charges obtained by them from Fakistan National Shipping Corporation (PNSC) in order to have a uniform basis to arrive at C&F cost, Bill of lading to indicate "freight payable by the consignee at destination" in local currency. Foreigh currency exchange rate (selling) will be considered as of bid "opening date".
- -4.2 In the case of goods to be offered from outside Pakistan, custom duties and other similar import taxes which are applicable shall be added to the bid.
- 4.3 In case shipment by air it shall be arranged through Company's airfreight forwarder (s) or their nominated agent. "on freight to collect basis".

(Clause No. 14.3 to 14.4 of General Terms & Conditions are also to be applicable).

5. Loading of Bids:

Freight charges from port of loading up to Karachi port or unit C&F value must be indicated in bid form, failing, which bid, ill be loaded by 5 to 10% freight charges. Bid will be declared non-compliant if loading results an extensive it masse in price of material.

(Clause 15 of General Terms & Conditions is also applicable).

Performance bond:

- 6.1 In case purchase order value a U.S. 000/- or above or equivalent for other currencies, letter of intent will be issued to successful bidders on comission of performance bond guarantee which is to be submitted within 15 days from receipt of L.C.I. The successful bidders shall submit a performance bank guarantee (P.B.G) in the form of bank guarantee specimen attached at Annexure-B) issued by a scheduled bank in Pakistan, for an amount equivalent to 10 / 10 ft. total value of the purchase order or as specified, in the letter of intent. The performance bond unless specified otherwise, shall remain valid till:
 - 6.1.1 Completion of final satisfactory deliver in ass of consumable items.
 - 6.1.2 12-18 months from the date of satisfactory dayby of the equipment/machinery.
 - 6.1.3 Satisfactory delivery/installation of system in the the installation liabilities will be on supplier's part.
 - 6.1.4 120 days in case of chemicals.
 - The Letter of Credit shall be operative upon receipt of Performance I we (as specified in para6.1) and integrity pact, any delay due to late submission of Performance Bond will be on applier's account. Late submission of PBG should not affect the delivery schedule.
- 6.3 The performance bond shall be denominated in foreign currency or in can bey of the contract/purchase order or in a freely convertible currency acceptable to the Company and say be in the form of a bank guarantee.
- 6.4 In very special case subject to approval of the management, the P.B.G could be acceptated in Pak Rupee. However, an undertaking should be given by the supplier that in case of encashment of 1.2.C supplier shall deposit short fall amount due to Pak Rupee exchange rate.

6.5 Warranty/Guarantee:

In case where performance guarantee is not applicable, the supplier shall warrant that all goods supplied under the contract/purchase order are new, unused, of the most recent or current models and all recent improvements in design and goods have been incorporated, unless provided otherwise in the contract/purchase order. This guarantee shall remain valid for a period of twelve to eighteen months after the goods have been delivered or commissioned. (Clause 16.2 to 16.8 of General Terms & Conditions are also applicable).

7. Delivery:.

7.1 In case of "FOB" order/contract, shipment(s) shall be effected per vessel of Pakistan National Shipping Corporation (PNSC) owned or chartered vessels on "freight to collect" basis. Bill of lading to indicate "freight payable by the consignee at destination". In case goods ready for shipment and the PNSC vessel is



not available at port of loading, supplier shall intimate the same to Company immediately so that matter could be taken with PNSC in Pakistan

- In case of C&F order/contract, the supplier hereby guarantees/ensure:
 - To use clean and dry vessel suitable for marine transportation and shall not use tramp vessels. 7.2.1
 - The goods/material will be shipped/dispatched with all care and diligence at their risk & cost and 7.2.2 goods to be stored below deck. Accordingly, the supplier shall be responsible for all damages/losses during inland and marine transportation from the supplier's plant until arrival at Karachi port.
 - To provide as part of its work all services and functions related to handling, loading, unloading. 7.2.3 lashing and securing in ship's holds and all costs, charges and expenses of which shall be included in the purchase order/contract price, unless otherwise specified:
- In case of FOB order/contract, the supplier's obligations shall be over after the goods have crossed the ship's rails. The co-ordination, scheduling and lining-up for a PNSC vessel shall be the obligation of the supplier.
- The supplier shall reimburse the Company all additional duties, taxes and other such charges paid by the ount of short shipment by the supplier for all items subsequently shipped on a no-charge Company on the supplier. The supplier shall also reimburse the Company all additional duties, taxes and other such charges paid by the Company on account of incorrect invoicing by the supplier.
- Shipment shall be deep do have been made when the supplier has shipped the goods against a clean bill of lading and all other such documentation, as specified in clause 9.3 & 9.4 appearing next in sequence) have been furnished to the Come
- The supplier shall ensure that all bove mentioned acts and other incidental and ancillary functions are acceptable engineering practices. The Company shall be entitled to conducted in accordance with soun oppose any incorrect or inadequate fractice adopted by supplier in this respect and the supplier shall take corrective action/measure forthwith to copies such omissions. If any goods are discovered to be damaged or unacceptable at the point of loading, the supplier shall be responsible for replacement free of all charges and y period specified in the purchase order/contract. costs to the Company within the derry

Insurance:

- 8.1 All goods supplied under the purchase order/c attract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or account in transportation, storage and delivery in the manner specified in delivery clause 7.
- Marine Insurance shall be the responsibility of the Company anness otherwise specified.
- The supplier shall advise the Company by fax at least seve days prior to the expected date of shipment, the following particulars:-
 - Name of the vessel and of the shipping company. 8.3.1
 - Age of the vessel (which should be less than 20 years). 8.3.2
 - Lloyds 100A1 or equivalent classification of the vessel.
 - ETD from Port of dispatch and ETA at Karachi
 - FOB/C&F value of the consignment.

The above information shall also be transmitted to the Company's underwriters As. National Insurance Corporation by fax No. 0092-21-9202779 and to the Company referring Policy No. K/OP/002/73.

- 9.1 Payment of FOB/C&F prices shall be made in the currency of bid through an irrevocate letter of credit (L/C) established in favor of the supplier, negotiable through the bank of their choice. Bidder shall indicate full name and address of the negotiating bank and the place at which they wish to negotiate the letter of credit. All bank charges outside Pakistan will be on supplier's account and all bank charges within Pakistan will be at Company's account. If confirmed letter of credit is required then charges for confirmation will be on supplier's account.
- The supplier's request (s) for payment shall be made to the Company in writing as follows;
 - 9.2.1 It shall be accompanied by an invoice describing. as appropriate, the goods delivered and the services incurred and by shipping documents submitted pursuant to Clause 9.4 hereof and upon fulfillment of other obligations stipulated in purchase order/contract.
 - 9.2:2 Against shipping documents on arrival of ordered material at consignee destination. Bidder (s) will have to clearly mention, if they wish to opt for this mode of payment
- The letter of credit shall be available upon presenting the following documents to the negotiating bank within 15 days of the date of the bill of lading covering shipment of each consignment:

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9.3.1	Invoice		4 copies
9.3.2-	Packing list	······	4 copies
9.3.3-	Bill of lading " freight to be paid by consignee		3 originals &
	at destination" evidencing shipment in terms	•	6 non-negotiable
	of the purchase order to Karachi-Pakistan made copies.		
	out to order in the name of Co.'s bank, Notify	•	••
•	party Sui Southern Gas Company Ltd.	•	
9.3.4-	Certificate of Origin (Verified/ Endorsed by Chamber of Commerce)	******	2 copies
9.3.5-	Manufacturers test certificate/	2copies	Inspection report.

9.4 Without prejudice to the supplier's responsibility for providing documents mentioned as at 9.3.1 to 9.3.5 above to bank, the supplier shall forward the following non-negotiable documents directly to Company immediately after shipment so as to reach the Company at least 15 days prior to the arrival of the vessel at

hart.	•	
-Navoice		6 copies
4Bill of Lading		6 copies
Tadar List		6 copies
-Certicate of Origin (Verified /Endorsed by Chamber of Commerce)	*******	2 copies
	i-re	2 copies
	Inspectio	n Report.
	Bill of Lading Backir List -Cer nicate of Origin (Verified /Endorsed by Chamber of Commerce) -Manufactures Test Certificate/	Bill of Lading Battir List -Cer nicate of Origin (Verified /Endorsed by Chamber of Commerce) -Manufact rese Test Certificate/

- 9.4.6 The invoice to be exertly as per order/contract. Any deviation which render or cause the company to pay demurrage or a to her charges with respect to clearance/handling etc. will be borne by the supplier.
- 9.5 No payment hereunder to be accepted by the Company of the goods covered by such payment nor release the surplier from responsibility thereof under the terms of the purchase order/contract.
- 9.6 If the Company is compelled to pay decourage or storage charges or incurs any loss or suffers any damage at Karachi Port on account the compliance by the supplier of above requirements, the Company shall be entitled at their soleans of tion to recover the same amount from supplier.

10. Termination of purchases order by supplier:

- 10.1 The supplier shall have the right to terminate the contract purchase order if:
- 10.1.1 The Company fails to establish the letter of credit within the stipulated period as required under clause 9.1 hereof after the supplier has made compliance with the previsions of clause 6.
- 10.1.2 The Company becomes bankrupt or insolvent or makes an assignment for the benefit of its creditors.
- 10.1.3 The Company is in default and breach of its obligation and liasily the under the contract/purchase order.

11 Installation/Commissioning/Training:

If installation/commissioning and training is required, the charges will be paid in her times and will be subject to deduction of all local duty and taxes (as applicable).

12 Vehicle (s) supplied by foreign manufacturer / principal:

- 12.1 In case of supply of any type of vehicle (s) / earth moving vehicle (s) by the foreign principal / manufacturer.

 After clearance of vehicle from the custom, the local agent of the foreign supplier / manufacturer / principal will be completely responsible to get the vehicle (s) registered through Excise Department Government of Sindh and provide Original Registration book / Original Registration Invoice / Tax payment receipt / other related documents & provide the vehicle (s) number plate (s) to SSGC. Registration fee will be reimbursed by SSGC subject to submission of Government of Sindh Excise Department receipt.
- 12.2 The bidder / supplier shall quote only those vehicle (s) / which fully comply to Pakistani environment and can operate in Pakistan. The bidder should ensure that vehicle (s) consumable i.e (fuel/oil & lubricant/ spares) are easily available in Pakistan.



SSGC

Annexure - A

On Non Judicial Stamp Paper of Rs. 50/- (Flfty) Per 100,000 Format of Bid Bond Guarantee

BANK GUARANTEE NO	 	
DATE OF ISSUE		
DATE OF EXPIRY		
AMOUNT		

Sui Southern gas Compa ST. 4/B, Block-14, Sulshan-e-Kqbal, Sir Shah Suleman Road, Carachi.

Dear Sira

TE# SSGIC/FP/_

Lid Bond Bank Guarantee

- To accept written intimation (s) from you as conclusive and sufficient evidence of a default of non-compliance as aforesaid on the part of Bidder and to make payment accordingly with a 03 days of the receipt of the written intimation.
- No grant of time or other indulgence to, or composition or arrangement with the Bidder in espect of the aforesaid Bid with or without riotice to us shall in any manner, discharge or otherwise, however, effect this Guarantee and our liabilities & commitments hereunder:
- This Guarantee shall be binding on us and our successors in interest and shall be inevocable.

ours faithfully,

stamp and signature of the issuing bank)



On Non Judicial Stamp Paper of Rs. 50/- (Fifty) Per 100,000 Format of Performance Bond Guarantee

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tea:	ation for value, received from	IVI/S1'		5 4 . 1	caned	Supplier	and in
nsider	ation for value, received from	in Supplier, we ser	A clee and n	noemake as u	nder:		
	mentioned in the said Puro reference to Supplier or a falfillment by Supplier of Pinchase Order of which y	iny other person, in his obligations liabi	n the even of lities & resp.	default or r	on-performa	nce and /	or non-
·	To accept written intimatio breach as aforesaid on the receipt thereof.	n from you as concle part of Supplier a	usive and suff nd to make p	icient a vid ac ayment acc	oof the exist	ence of a dence of a d	efault or days of
	•	,				•	
	To keep this guarantee in conditions.	full force from the	e date hereof	as specified	in General c	r Special	terms &
		• • • • • • • • • • • • • • • • • • • •			V		,
•.	That on grant of time or o with Supplier in respect of Order with or without no Guarantee and our liabiliti	f the Performance of otice to us, shall in	his obligation any manner	is under and i	in pursuance	of the said l	Purchase
·	This Guarantee shall be bir	ading on us and our	successors in i	interest and sh	nall be irrecov	erable.	
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.	This Guarantee shall not constitution of M/s	be affected by any	change in th		n of the Gua	rantor Ban	k or the
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(stamp and signature of the issuing bank)

Annexure - C

(Format of Declaration)

General Manager (Procurement) Sui Southern gas Company Limited, ST. 4/B, Block-14, Gulshan-e-Iqbal, Sir Shah Suleman Road, Karachi. Dear Sir,

Declaration

(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 of any other entity owned or controlled by it (SSGC) though any corrupt business practice.

Without limiting the generality of the foregoing, (the Seller/Supplier) represents and warrants that it has fully declared the brokerage, compaiss in fees etc. paid or payable to anyone and not given or agreed to give and shall not to give or agree to give to a some 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, gratificates, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or indicing the procurement of a contract, right, interest, privilege or other obligation of benefit in whatsoever form company 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 transport in with SSGC and has not taken any action or will not take any action in circumvent the above declaration, representation or warranty.

(The Seller/Supplier) accepts full responsibility and strictliability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to der at the purpose of this declaration, representation any warranty. It agrees that any contract, right interest, privilege or their obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remember the allable to SSGC under any law, contract or other instrument, be voidable at the option of SSGC.

Notwithstanding any rights and remedies exercised by SSGC in this regard. The Seller/Supplier) agree to indemnify SSGC for any loss or damage incurred by it on account of its corrupt 1 siless practices and further pay compensation to SSGC in an amount equivalent to ten times the sum of any coamission, gratification, bribe, finder's fee or kickback given by (The Seller/Supplier) as aforesaid for the purpose of abtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in where over form from SSGC.

Yours faithfully,

Signature & Stamp (The seller/supplier)
Note:

- 1. The above declaration is required to be submitted by the Successful Bidder after issuance of Purchase Order (PO) or Letter of Intent (LOI) on Bidder's letter head, for purchase order / letter of intent of a total value of Rs. 10,000,000/- (Ten million) or above.
- 2. Please note that submitting the declaration is a mandatory requirement.



Special Conditions of Tender Document

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.

Warranty / Guarantee Coverage

- The successful bidder / supplier guarantee that the goods supplied against above tender enquiry are in all respect in i) accordance with the tender specifications & Purchase Order and that material used are in accordance with the latest approved standards and are of good workmanship / quality. Any item or part of item if found to be substandard or not meeting the specified criteria as per pre-shipment / post shipment inspection report, than in such as event the Supplier / Bidder hereby warrants and undertake to replace the same on Duty Delivery Paid (DDP) basis (INCOTERMS 2010) i.e. free of all cost including but not limited to transportation, taxes and levies. In case successful bidder / supplier failure to replace the defective item /temove the defect(s) free of cost within the period specified by the Purchaser, the successful bidder / supplier will refund the relevant cost including all other expenses incurred by the purchaser in this regard.
- The successful bidder / supplier must confirm that the warranty for in-consumable items will remain valid for 18 ii) months and far consumeable items (i.e. Chemical, Battery etc.) will remain valid for 6 Months after the goods have Il delivered or commissioned.
- at he successful hidder / supplier will submit the attached undertaking at Annexure-II, duly filled, iii) signed & stamp
- In case where performance bank guarantee is not applicable, the supplier shall confirm that all supplied goods under the contract / purchase order are new, unused, of most recent or current models and incorporate all recent improvements in design and goods unless an observise provided in the contract / purchase order.
- The Warranty Undertaking being provided by the local agent of the successful bidder (Principal) is required to be submitted at least on Rs.200/- No. 3 pedicial Stamp paper and should be duly notarized / attested. In the event when this Warranty Undertaking is being submitted by the principal who is overseas resident in that case the same would required to be notarized by the notary public and the attested by the Pakistan Embassy or High Commission in that particular jurisdiction. Needless, to mention that in both cases the Warranty Undertaking will be executed by the duly authorized representative of the local agent or the principal the case may be.

Bid Security:

- Bid bond submission (2%) of the bid amount as the tioned in the clause 1.1 & 2 of Additional Terms for tender on F.O.B/C&F basis & 9 of General Terms & C. directions, to be treated as null & void, however, other contents of clause 1.1 & 2 of Additional Terms for tender of 1.2 B/C&F basis & 9 of General Terms & Conditions will of clause 1.1 & 2 of Additional Terms for tender and 10 B/C&F basis & 9 of General Terms & Conditions will remain unchanged. The submission of fixed amount of a scurity is appearing in the Price Schedule/BoQ.

 All the bidders are advised to furnish fixed bid security of ginal Instrument) as per amount in Pak Rs. Or USS.
- appearing in price schedule/BOQ failing which their bid will be exected.

 Incase the bidder submit bid in the currency other than Pak Rs. \$ \$ \$ their bid bond shall be equivalent after the conversion to the amount of fixed bid bond given in Pak Rs. (a USB as mentioned in Price Schedule/BOQ. The exchange rate (issued by the Treasury Management Group of the ta jonal Bank of Pakistan or the State Bank of Pakistan selling rate) prevailing at the time of bid opening date of the applicable. The submission of fixed amount of bid security is also mandatory for all the six valuing Rs,500,000/- or less.

- The word lowest bidder or the lowest evaluated bid has been substituted to reach as nost advantageous bid. Sub-clause 9.2 of the General Terms & Conditions to be treated as null & voil be year, other contents clause 9 will remain unchanged.

Method For Submission of Bid Bond (Under Single Stage Two Envelope Bidding Press 3-

In case of Single Stage Two Envelope Tenders the fixed bid bond as per clause#09 of General Terms & Conditions and Clause# 02 of Additional Terms for tenders on FOB/ C&F basis 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.

Bid Validity:

All offers shall remain valid up to 120 days from the date of opening of bids and bid bond shall remain valid for 150

5. Evaluation Criteria and Comparison of Bids .

In accordance with SRO 827 (1) / 2001 bidders tendering for Engineering goods produced in Pakistan and those Engineering goods specified in CGO-11 and amendments thereof by the Central Board of Revenue or Engineering Development Board. The successful bidder shall be accorded a Price preference in rupees up to a specific percentage (in proportion to the value addition) of the lowest quoted landed cost of an item of foreign origin with similar specifications as mentioned in the tenders

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- Provided that:-
 - The saving in foreign exchange is not less than the amount of price preference;
 - It is ensured that, in each case of such preference, the total import sequirements for producing the supplies (b) tendered for locally manufactured items has been duly indicated by the bidders.
- Price preference shall be allowed as under:li)
 - Having minimum of twenty percent value addition through indigenous manufacturing, price preference shall be fifteen percent: ·
 - Having over twenty percent and up to thirty percent value addition through indigenous manufacturing, price (b) preference shall be twenty percent, and
 - Having over thirty percent value addition through indigenous manufacturing, price preference shall be twenty (c) five percent.
- For the above purpose, we will require a complete breakdown of ex-factory price for goods manufactured in Pakistan. iji) Any offer not accompanied with this cost breakdown will not be allowed to receive the above price preference.
- Benefit of SRO 827 (1)/2001 shall be accorded to only those local manufacturers who are engaged in the manufacturing iv) of goods specified in CG0 - 11 of 2007 or its latest version or as certified by the EDB. However in case of offer on FOB basis, the landed cost to be determined in accordance with the following criteria be taken for evaluation in case of International bidders, and shall be taken for the purpose of comparison with the price quoted by local praufacturers, who shall also be accorded the price preference in terms of SRO 827 (1)/2001. The med in accordance with the afore said criteria shall be taken for bid evaluation in case of landed cost de and shall be taken for the purpose of comparison with the price quoted by the local international bidaers of landed cost for evaluation of the international bidders is given here under: manufacturers. Example

EX	A١	ИΡ	LE

EXAMP	LE
e Na	Cost Components for composing landing cost of imported
S. No.	Engineering goods in terms of J.R.O 827 (1)/2001 in Pak Rupees.
i.	FOB Value.
ii.	Sea Freight (Actual quoted by the proder on the basis of PNSC rates, which shall be announced by the bidder at the
	time of opening of the bid).
iii.	C&F value (i + ii). (CFR value).
iv.	Insurance @ 1% of C&F Value given at Value.
V.	ClF value (iii + iv).
vi.	Handling Charges @ 1 % of CIF Value given at ab ve.
vii.	Inspert Value (v + vi) for the numoses of levying Cateris Duty.
viii.	Customs Duty at applicable rate, which shall be calculated on the import value given at vii above.
ix.	Outy Paid Value
х.	Sales Tax at applicable rate, which shall be calculated on the dun paid valve given at ix above.
xi.	D. v. C. Cales Toy and value (iv + v)
xii.	Withholding Tax at applicable rate, which shall be calculated on deep and sales tax paid value given at x1 above.
λiii,	1.C Charge@ 0.25% of FOB Value given at i above.
xiv.	Cleaning Charges @ 0.25% of C&F Value given at iii above
xv.	SED at applicable rate, Which shall be calculated on the import value gives at it above to be taken as nil as it
	atomida usith draum
xvi.	Provincial Infrastructure Cess (at applicable rate) on %age of import value. Ven at vii
vii.	KPT Wharfage @ Rs. 140 per cubic meter or the prevailing rate.
viii.	Crangue Londing & Other Charges@ 0.25% of C&F Value given at iii above.
xix.	Inland Transportation Charges from Port to Coating Factory (From Port of final destination in case of products
	other than pipes, where coating is not required).
xx.	Cost of imported engineering goods (xi to xix)
xxi.	LESS: Handling Charges taken at Sr. No. vi (Notional Value taken for calculating assessed value for purpose of
	calculating custom duty, sales tax and withholding tax by the customs authority).
xxii.	LESS: Sales tax taken at x above, (Adjustable as output tax).
xiii.	LESS: With Holding Tax. (Adjustable against final assessed tax).
xiv.	Total deductions (xxi + xxii + xxiii)
XXV.	Net cost of imported engineering goods (xx minus xxiv)

- Foreign bidders are essentially required to submit letter of PNSC for ocean freight transportation rate for break bulk/hedges v) from their local agent.
- Please indicate approximate shipping specification, i.e. weight and measurements of the packages/bundles and also total vi) gross weight (in terms of metric tons), and total gross volume (in terms of cubic meters) of each consignment separately.
- For evaluation of bids customs duty, taxes and all other charges prevailing on the date of public opening of bids will be vii) used, where applicable.
- For the purpose of price comparison and evaluation of bids, financial charges will also be added to arrive at a landed cost, viii) which will inter-alia include, mark up and L/C opening charges etc.

Procureme:

- ix) If the local manufacturer becomes the lowest evaluated bidder after Price Preference, order will be placed at the price (landed Cost) quoted by the lowest evaluated international bidder. In case the local bidder does not accede to the request of SSGCL for best negotiated rates at par with those received from International bidder for particular item(s) then, the order will be placed on the lowest evaluated international bidder.
 - x) "Price Preference" shall not be in "Value Terms" it should only be for the sake of reference for comparison purposes (local & foreign bids).
- Bank details shall be mentioned by the bidders for the purpose of opening LC/ Payment.
- Declaration / Integrity Pact / Certification:

 it is required to be submitted by the Successful Bidder on their letter heads after issuance of Purchase Order (PO) or Letter of intent (LOI) for the value of Rs.10,000,000/- (Ten Million) or above in case of local bidder and US\$ 100,000 & above in case of foreign bidder.

 Submission the declaration as at ANNEXURE-C is a mandatory requirement for successful bidder.
- 7. Third Party Pre-Shipment Inspection Criteria / Scope of Work as given in the Tender Documents will be followed at the time of Third Party Inspection, which will be carried out by SSGC nominated Third Party Inspection Firm in case the order value exceeds US\$100,000 except screwed pipe fitting tenders.
- 8. "The successful Bidder shall provide the revenue stamps and copy of challan, of value at the rate of twenty Five (25) paisa per every Hundred Rupees or part thereof of the amount of the purchase order, or at the prevailing rate as specified by the Government of Province of Sindh." 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 further and above shall be exclusively on e-stamp.

 9. Bank Guarantee Bank Band Guarantee/Performance Bank Guarantee) will be made on Non-Judicial stamp paper at the
- Bank Guarantee/B. Band 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 Band guarantee being prepared by the State Bank's schedule banks should ensure that there should be no deletion/insertion/steration/modification of any terms in the Bid Bond/PBG guarantee format as given in the tender document or else bid and be liable for rejection.
- 10. "Original counter slip of token which is issued with original tender document to be attached on the TOP of envelope at the time of bid submission."
- In case the supplier fails to deliver the material within the specified delivery schedule as given in Purchase order (P.O.) and maximum upto 120 days after the explicit the specified delivery schedule as per Purchase Order, the Purchase Order will be treated automatically as cancelled at supplier a sole risk & cost. However, for the sake of clarity liquidated damages (Clause-27 of General Terms Conditions) and Default by Supplir (Clause-28 of General Terms Conditions) will be treated as given in the General Terms & Conditions of the tenter occuments.
- 12. Correct Postal Address

 Bidders are essentially required to provide coorect and least, stal, e-mail & web addresses, phone/cell/fax numbers at the time of purchase of tender documents for effective and try by communication, failing which in event of any non-delivery of information / communication the procuring agency with beconsidered as non-responsive.
- In case the local agent requires to offer bid from more than one various! / Manufacturer, it is mandatory to purchase separate tender document for each principal / Manufacturer, failing it is the bid submitted with the original tender document will only be accepted and the bid with photocopy of tender document will be rejected.
- Blacklisting Mechanism of Suppliers and Contractors and their Local Agent
 Black listing mechanism is attached separately in the tender documents which become an integral part of Tender
 Documents and now be followed / enforced in true letter & sprit and supersede me to k listing terms as mentioned in
 the General Terms & Conditions.
- 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. Authentications of Performa Invoice / Authority Letter and other documents by the Princ) al / Manufacturer:
 The Authentication of Authority Letter and Performa Invoice will be obtained from the Principal / Manufacturer as and when required. If the authentication not received within the stipulated time frame the bid will be liable for rejection and the Bid Bond / Earnest Money will be encashed.
- 17. <u>Bid Bond & PBG (Performance Bank Guarantee) for Proprietary Tenders</u>
 In case of proprietary Tenders, the Bid Bond & Performance Bank Guarantee (PBG) are not required / Applicable,
- 18. Any Bidder who change / amend the BOQ / Price Schedule (description / Bid Form, Quantity, UOM etc.) will render the hid as conditional bid and will be liable for rejection.
- 19. Delivery Schedule will commence after the opening of Letter of Credit (LC). In case the bidder does not submit the performance hond as specified, the delivery time of goods shall be deemed to have commenced 10 days (15 days in case of import) from the issuance of letter of intent/prchase order. The proceeds of the performance bond shall be payable to the Company as compensation for any loss resulting from the supplier's failure to complete its work under the purchase order/contract.

In the event of release of Performance Bank Gurante (PBG) after its encashment, the amount of the PBG to be released will be converted in Pak Rupees at the exchange rate prevailing at the time of encashment. The amount so

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converted will be released in Pak Rupee (PKR) to the foreign bidder or to their local agent duly authorized by the foreign principal.

- SSGC will not pay invoices if they are turned in after 6 months of work completion / material delivered. 21.
- As per FBR Regulations Reft C.No.4 (24) IT Budget/2021-142150-R, Dated: 23rd September, 2021 to make the payment 22:online. Therefore, all the local manufacturers are required to provide their only one Bunk 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.
- It is mandatory for the bidders to follow all the terms and conditions given in the tender documents without any 23. 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.
- 24. Payment:

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

COutening toligiting into many	37			
(a) Purchase order No. & date	(b) Items	(c) Quantity	(d) Price	(c) Invoice value
(C) Desired of / Incorp.	(a) Delivery ch	allan indicating dell	very date, etc.	
(h) Supplier are required to	submit signed an	d stamp acknowled	gement slip, Sale	es Tax return, Annex "C" &
Annex "I" (whichever applica	ble) in which Sale	s Tax (of relevant S	ales Tax invoice	is paid.

Payment will be made whin 30 days of completion of stated requirements.

25. Joint Ventures:

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

- In case the insurance policy submitted by the July clor is expired during the execution of job, it is the responsibility of 26. ctor to get it renewed/updated till the period the job is the user department to coordinate with the completed/commissioned.
 - In case the job is not completed within the given time as fer 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 with the contractor will be responsible for any loss to SSGC. Bidders can quote their rates on both i.e. Price Schedule as well s Billof Quantity (BoQ).
- 27.
- Company reserve the right to award the Purchase Order LOI to the advantageous bidder. 28.
- As per SRO 592(I)/2022 of PPRA Regulations, for Procurement Confects/Purchase Orders worth of Rs. 50 29. ej cial Owner's Information for Public million and above, bidders/contractors are required to submit the Procurement Contracts/Purchase Orders (Annexure-I).
- Incuse quoted item(s) falls under SRO No. 604 (see attachment) i.e. Solar Powel PV Module/Cells and allied 30. accessories/parts/spares etc. - then in that case supplier is responsible to fully comply stor SRO and to arrange, provide and bear all associated costs for all necessary test reports, certificates, pre-shipment inspection reports, other documents panies as mentioned in. etc. (as mentioned in SRQ). Further, Pre-Shipment Inspection should be from approved Appendix H of Import Policy Order (see attachment).
- Fixed Bid Security Alternative Bid 31

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. In case the bidder quote different make/brands/model that will also be considered as an Alternative bid/offer and require to submit separate Bid bond for each make/brand/model.

- Bidder will be blacklisted and henceforth cross debarred for participating in respective category of Public 32. 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.

Procuremen

Page 4 of 5

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:

33. The term "Call Deposit Receipt" mentioned in clause # 09 (Bid Bond) of General Terms & Conditions and in clause # 02 (Bid Bond) of Additional Terms for Tenders on F.O.B & C&F basis be treated as null & void.

- 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 BÖQ.
- 35. 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.
- 36. For open compensive 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.
- 37. Subsequent to the issume of Purchase Order/LOI, successful bidder has to submit 10% Performance Bank Guarantee of the Purchase Order/LOI value unless & untill specified in the Tender Documents. Clause# 16.1.5 mentioned in General Terms & Conditions to be treated as null & void.
- Where the Pre-shipment inspection is applicable and incase of partial shipment is required by the bidder the cost of the 1st Pre-shipment inspection will be borne by SSGC, whereas, cost of the 3rd Party inspection for the remaining shipment(s) will be born with bidder/manufacturer.
- Purchase order value mentioned in the classe # 6 of sub-clause # 6.1 (Performance Bond) of Additional Terms for Tenders on FOB/C&F basis (Section 1) to be read as US \$ 10,000 instead of US \$ 25000. However, other contents of clause & sub-clauses of 6 (Performance Bond) of Additional Terms for tender on F.O.B/C&F basis will remain unchanged.
- 40. Redressal of Grievances And Settlement of Dispues:
 - Any bidder feeling aggrieved by any act of the precuring agency after the submission of his bid may lodge a written complaint concerning his grievance; 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 technial 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 procedue is adopted.
- 41. The sub clauses 33.2, 33.4 & 33.5 of clause 33 of General Terms & Conditions to be treated as null & void.
- 42. 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

Procusement E Dept.

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TTI-E GAZETTE OF PAKISTAN, EXTRA., MAY 14,2022 IPART II

ANNEXURE: 1

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. Emil address
- 7. Date in which shareholding, control or interest acquired in the business.
- 8. In case of it direct 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		7	8	9	10
Name	Legal form (Company/Limited Liability Partnership /Association of Persons/Single Member Company/Partnership Firm/Trusted/Any other Individual, Body Corporate (to be Specified)	Date of Incorporation / Registration	Name of Registering Authority	Business Address	Country	Email Address	Percentage of shareholding control or terest of BO in the Legal Reson or gal. Arrangement	Percentage of shareholding, Control or Interest of Legal Person or Legal Arrangement in the Company	Identity of Natural Person who Ultimately owns or Controls the Legal Person or Arrangement

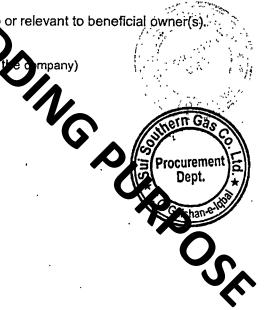
9. Information about the Board of Directors (details shall be provided regarding number of shares in the capital of the company as set opposite respective names).



1	2	3 .	4	5	6	7	8
Name and surname (in block Latter'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
		· · · · · · · · · · · · · · · · · · ·					1
-			Total numbe	ers of shares t	aken (in figuree	
			Total numbers of shares taken (in figures and words)				

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

Name and signature (Person authorized to issue notice on behalf or the ompany)



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 rd Sept'20 payment online w.e.f. 01-11-2021. All beneficiaries are required to fill in the below detail mandatory:	-#F					
Name of Firm:	•					
Address of Firm:						
CNIC #:						
NTN #:						
Bank Name:						
Bank A/C Title name:						
Branch code:	•					
Bank A/c #: (16 Digits)						
Bank IBAN #: Digits)	•					
☐ Information already submitted.						
Note: Please be attached copy of Cheque / Account Maintenance Certificate Monda	^					
Date:						
Note: All payments transactions will be made on above mentioned Account details. I one time information to be provided by the all beneficiaries. Incase if the above details submitted, please tick the box above "Information already submitted" and also ensuduly signed & stamped.	il has already					

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 findersigned rideclare that

We under and that, according to your conditions, Bids must be supported by a Bid-Securing of clar from

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

- (a) have withdrawn our Bia d rive the period of Bid validity specified in the Lefter
- (b) having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid validity; (a) fall or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance described in accordance with the ITB.

We understand this Bid Securing Declaration shall ex in 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	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
÷. > '!'	ne Diaron behalf of the light
Title of the person signing the Bid	
Signature of the person named above	A STATE OF THE STA
- Simm	
Date signed	and the second s
a la the desired by the District Control of the Distri	

- *: 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 Jaint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]



SUI SOUTHERN GAS COMPANY LIMITED PROCUREMENT DEPARTMENT

BLACKLISTING MECHANISM (REVISION-1)

BACKGROUND 1

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

SCOPE 2

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

DEFINITION OF TERMS 3

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

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REASONS FOR BLACKLISTING

The following shall comprise the broad multilateral guidelines for blacklisting:

4.1. I "Corrupt Practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

4.1.2 "Fraudulent Practice" means a misrepresentation or omission of facts in order to

influence a procurement process or the execution of a contract;

4.1.3 "Collusive Practice" means a scheme of arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish bid price at artificial, non-competitive levels, and

4.1.4 "Coercive Practice" means harming or threatening to harm, directly or indirectly, Person(s) / Firm(s) or their property to influence their participation in the

procurement process or affect the execution of a contract.

In addition to above, blacklisting of firms/individuals may be resorted to when the 4.2 charges are of serious nature, which include but are not limited to the following:

Competitive Bidding Stage

During the competitive bidding stage, the Procuring Agency shall impose on bidders or prospective hidders the penalty of Suspension from participating in the public bidding process, whout prejudice to the imposition of additional administrative sanctions as the internal rule of he agency may provide and/or further criminal prosecution, as provided for violations committed which include but are not limited to the by applicable following:

liky requirements containing false information or falsified i. Submission of documents.

ain false information or falsified documents, or the Submission of bids that ii. concealment of such information in the bids in order to influence the outcome of eligibility screening or any one tage of the public bidding.

Submission of unauthorized or for documents for pre-qualification/ tendering i.e. without specific authorization from the principals/ manufacturers etc.

Failure of the firm to provide an Ventic Warranty Undertaking and Performa

iii.

iv. Invoice of the manufacturers / Principal Coding house.
Failure of the firm to submit specific authority letter of the Original Equipment

٧. Manufacturer (OEM) for participation in a process tender;

Unauthorized use of one's name, or using the name of another for vi. purpose of public bidding.

Deviations from specifications and terms & cor attens of the purchase vii. order/contract.

viii. Withdrawal of a bid, or refusal to accept an award or refusal to perform the job or enter into contract with the government without justifiable car is after he had been adjudged as having submitted the Lowest Calculated Responsive Bid or Highest Rated Responsive Bid.

Refusal or failure to post the required performance security within the prescribed įχ.

time.

Refusal to clarify or validate in writing its Bid during post qualification within a X, period of seven (7) working days, or as may be specifically prescribed, from receipt of the request for clarification.

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

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

4.2.2 Purchase Order / Contract Implementation Stage

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

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

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

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

- 4.2.3 In addition to above, other grounds for blacklisting of firms/individuals include but are not limited to the following:
 - fraudulent payments;
 - ii. Obtaining contracts by misleading the purchaser:
 - iii. Refusal to a SSGC dues etc.;
 - iv. Failure to fulfill contractual obligations;
 - v. Changes in the state of firm's ownership/partnership etc. causing dissolution which existed at the one of inspection / bidding prior to original registration of the firm;
 - vi. Registration of a tirry of n a new name by the Proprietor or family or a nominee thereof of a
- firm that has been alre dy blacklisted;
 vii. Consequential operational or hages caused to SSGC equipment or infrastructure as a result of equipment or parts thereof applied on trial basis or due to failure of such equipment;
- viii. Contractors who have negotiated Pea Bargain under the National Accountability Ordinance ny other criminal proceedings conducted by any 1999, or contractors involved w en proved specifically in relation to supplies made investigation agency where default to or contracts concluded with SSGC.
- ix. Involved in litigation or needless petitioning to influence or obstruct the procurement process either on his own behalf or at the behest of any other vested interest;
- x. A firm may be disqualified for a period extendable to two years in case a decision by a court is awarded against the said firm after litigation, or when the firm is involved in litigation at least three times during two financial years, or where a arm has on account of litigation caused substantial financial losses to SSGC;
- xi. Blacklisted by other Federal and Provincial Government Ministras / Divisions / Departments and organizations / autonomous bodies subordinate thereto;
- Blacklisting in case of Joint Venture firms will also result in to min ition of the concerned Joint Ventures Partners.

SYSTEM OF PENALTIES 5.

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

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

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

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

6. SUSPENSION AND BLACKLISTING PROCEDURE

- 1. The explier or contractor who is to be blacklisted for a specified period is given adequate opportunity of being heard.
- 2. The supplier or contractor who is to be blacklisted for a specified period is called for meeting by proceeding adequate time, so as to given him adequate opportunity of being heard before taking any action.
- 3. In case the supplier or contractor does not attend the meeting on the given date and time a final notice is served to him? her to attend the meeting on the revised date and time. Despite the final notice, if the supplier or contractor does not attend the meeting as per schedule, automatically be considered at fault. Action will be taken as per below clauses 5 to 9.
- 4. A three-member committee will form of mysising of User, Procurement and HSE&QA departments to address the issues in the ince in with the supplier or contractor. Members of committee may not below of grade IV.
- 5. In case the supplier or contractor is found at default 0 sed on the fact of the case as well as the tender terms and conditions, and do not justify the grounds of his default as per the tender terms and conditions, the approval is so up from the management for their temporary or permeant blacklisting along with encashing the bid bond or PBG as the case may be.
- 6. The decision of the management is communicated to the deput desupplier or contractor through a formal letter.
- A copy of the letter of the defaulted supplier / contractor alongwith covering letter with
 pertinent documents is / also forwarded to the Authority (PPRA) for uploading on
 PPRA website.
- 8. The blacklisting information of the supplier / contractor is uploaded on the websites.

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

7. STATUS OF BLACKLISTED FIRM/INDIVIDUAL

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

8. DELISTING

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

9. AMENDMENTS

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

10. EFFECTIVITY

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

11. The Steps to be Followed are stander

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

1. PRE-AWARD STAGE: •

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

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

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

2. POST-AWARD STAGE:

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

- i. Extrao linary delay in signing or refusal to accept the Notification of Award and/or the contract without any cogent reason.
- ii. Misconduct, i.e., failure to proceed with the signed contract, withdrawal of commitments, quoting an unreasorably and unfairly low financial offer and subsequently withdrawing such an offer, fin stating the evaluation/bidding process and not responding to written communication in a case hable time.
- iii. Causes mentioned in Sub-Grauses i, if and iii above.
- iv. Submission of fake / frivolous pratilated Performance Guarantee or Advance Payment Guarantee etc.
- v. Non-satisfactory performance during the extremely contract / purchase order.
- vi. Non-performance or Breach of provisions of the contract agreements/tender terms.
- vii. Notwithstanding the warranty/defect liability period, any efect in a product, equipment, plant, facility or services rendered that may subsequently orfere during field operations within 5 years of its commissioning.
- vili. Failure to honour obligations within warranty period or defect line. eneriod as defined in the contract.

3. OTHER CAUSES:

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

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- iii. Any attempt / activity to malign or bring SSGC into disrepute and harm its interest(s).
- iv. Person(s) / Firm(s)(s) blacklisted by International Financial Institutions (donor agencies) will be liable to be blacklisted after receipt of confirmation from the donor agencies without any further proceeding.
- v. Any other cause deemed just and appropriate by CPPA in the given circumstances.
- Note: (1) If above mentioned causes occur either on part of the principal bidder or the local agent, both shall be considered for blacklisting / debarment.
 - (2) The authorization of the foreign bidder to local agent shall contain his complete particulars including the name of the company, name of the owner, National Tax number (NTN), CNIC (Computerized National Identity Card) No. etc. In case, the said information is found to be missing, even after calling for the same within a reasonable time, the authority letter shall not be accepted.
 - (3) The Picking Documents shall be issued against original authority letter or in case of scanned copy, we amil of the foreign bidder shall be enclosed. However, at the time of bidding, the original authority letter shall be attached with the bid. In the absence of the same, the bid shall be rejected.
 - 4. FORMULATION of SSCS's Rights Protection Committee: A permanent Committee namely "SSGC's Rights Protection Committee (RPC or Committee)" shall examine the justification of the reasons given by the Proced Authority prior to blacklisting. Member of RPC must be one grade up from the members of PA

5. PROCEDURE FOR BLACKLISTAN

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

6. INITIATION OF AN ACTION

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

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

7. DECISION

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

8. COMMUNICATION OF DECISION

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

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

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

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

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

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9. Effectiveness

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

NOT TOR BIDDING DURBOSK

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PRICE SCHEDULE FOR GOODS TO BE OFFERED OUTSIDE PAKISTAN

TENDER ENQUIRY NO: SSGC/FP/ 13916 Section-3

Sr. No	Description	Country of Origin / Make / Brand	Qty	Unit	Unit FOB price Port of Loading	Total FOB Cost / Item (COL 4x6)	Unit Price C&F (Port of Entry Karachi)	Total C&F Port of Entry) (COL 4x8)	Unit FOR Price	Total FOR Price (COL 4x10)
1	2	3	4	5	6	7	8	9	10	11
1	SELF OPERATED REGULATORS [1] 30200803 4-INCH SPRING LOADED SELF OPERATED REGULATOR CLASS 250 CAPACITY 165,000- 170,000 SCPH AT 12 PSIG INLET PRESSURE AND 8 PSIG OUTLET PRESSURE (AS PER SPECS. GRV-SPE-DN-1952 REV. 00)		14	Each						
2	SELF OPERATED REGULATORS [2] 30200813 6-INCH SPRING LOADED SELF OPERATED REGULATOR CLASS 250 CAPACT 199,000- 400,000 SCFH AT 20 PSIG INV A RESSURE AND 15 PSIG OUTLET PRESSURE ARE ASPECS. GRV-SPE-Ob-1952 REV.		14	Each						

Delivery Schedule:

hedule Within 120 days after placement of PO / LC

NRITY USD 750 OR PKR 210,000

NOTE TO SUPPLIER: * According to SR0837(1)2001, "engineering goods" means good specified in CGO11/2007, as per SRO the bidder will be considered as local manufacturer for the or discerning goods if their names are appearing in the CGO list.

IMPORTANT

- We draw your special attention to :

 1. Prices given here in shall take into account with rele
- ncluding discounts , if any.
 Submitted by the Supplier which shall match with the price schedule. Prices given here in shall take into account with relevant to the sudding discounts, if any.

 Proforma Invoice of the principal is mandatory required to the subhitted by the supplier which shall match with the price schedu. In case when bidder submit alternate bids a separate bid bond for each bid is required, otherwise bid will be liable for rejection. All offer shall remain valid up to 120 days from the date of opening of this and bid bond shall remain valid for 150 days.

 The prices on FOB and C&F (PNSC freight to be submitted by the Laboration) is mandatory) basis should be quoted separately as a Following information shall be mentioned in the bid.

 (a) Country of Origin (b) Port of Shipment (c) Estimated Gross relative Volume

- is mandatory) basis should be quoted separately as given above.

- In case when the second of the nent / Bid Form. In all circumstances the bid validity and delivery schedule given on
- c.) will render the bid as conditional bid and will be liable for rejection.

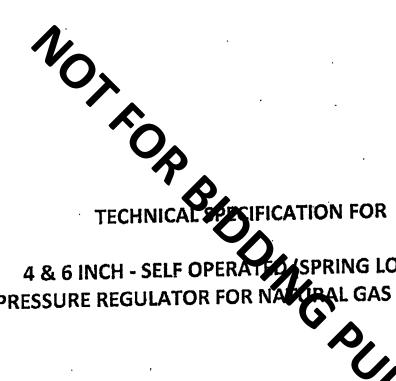
Cianatuus		' G'
Signature	:	
Person Name	:	
Company's Name	:	
Date	:	STAID

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SUI SOUTHERN GAS COMPANY LIMITED (SSGC)



SPRING LOADED) IRAL GAS (FOR TBS) PRESSURE REGULATOR







Spec. No. GRV-SPE-DN-1952 Rev. 00

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Reviewed By	Adeeb ur Rehman DGM (Distribution Central)	Muhammad Irfan Raza A/GM (Measuvement Dist.)	Adnan Rehman GM (SBU Lower Sindh West)
Approved By	A/SGM SBU Upper Sindh	A/SGM Lower Sindh (Central & Rehabilitation)	A/SGM Lower Sindh (East & west)
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· Technical Specification for 4 & 6 Inch Self Operated (Spring Loaded) Pressure Regulator for TBS

Spec. No. GRV-SPE-DN-1952 Rev. 00

1 GENERAL

1.1 Scope

The purpose of this specification is to describe the minimum functional and technical requirements for 4 & 6 inch Self Operated (Spring Loaded) Pressure Regulator for TBS suitable for natural gas.

1.2 Definitions

PURE ASER means OWNER and MANUFACTURER means CONTRACTOR/SUPPLIER/BIDDE Fits definition shall apply throughout this specification.

1.3 Errors or missions

Any errors of omissions noted by the Manufacturer in this Specification shall be immediately brought to the attention of the Purchaser.

1.4 Deviations

All deviations to this Spean action shall be brought to the knowledge of the Purchaser in the bid. All deviations made a ving the procurement, design, manufacturing and inspection shall be with written proposal of the Purchaser prior to execution of the work. Such deviations shall be show in the documentation prepared by the Manufacturer.

1.5 Conflicting Requirements

- 1.5.1 In the event of conflict, inconsistency or ambiguity between the contract's scope of work and this Specification, the Purchaser shall be considered and a ruling, in writing, shall be obtained before any work is started.
- 1.5.2 Some requirements in this specification may be modified. So ecific requirements in the Schedule of Requirements. In case of conflict, the specific requirements supersede this specification.

2 GENERAL REQUIREMENTS

For natural Gas, Self-Operated (Spring Loaded-Fail to Open) Pressure Reducing Tegrator shall conform to the requirement contained herein:

			ou/sharr
Reviewed By	Adeeb ur Rehman DGM (Distribution Gentral)	Muhammad irfən Raza A/GM (Measurement – Dist.)	Adnan Retiman GM (SBU Lower Sindh West)
Approved By	A/SGM SBU Upper Sindh	A/SGM Lower Sindh /Central & Rebabilitatio #7	A/SGM Lower Sindb (East & west)

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Procuremen

- 2.1 All portions of the regulator case and all parts of the regulator assembly which are exposed to the flow of Gas shall not be affected by any constituents of Natural Gas and any additives normally used in the operation such as an odorant.
- 2.2 For all the specific requirements, the regulator shall operate over a Temperature range of -20 °F to 150 °F and maximum inlet pressure of 250 psig.
- 2.3 Construction of the regulator should be rugged to cater for dust particles and conservation the Gas.
- 2.4 Manifold elocity on regulator outlet flange (or equivalent for threaded connection) shall be less the 500 feet per second to increase long-term reliability, prevent vibration and reduce exceptive noise emission.

3 MANDATORY F (Q) IREMENTS

3.1 Printed Literature

Original printed technical liter ture/catalogue of the manufacturer must be submitted with the bid, showing dime is in material, operation and performance details, must accompany the bid.

3.2 Authority

Procuremen Dept. Agents must provide authority letter of principals and all relevant necessary documentations.

3.3 Sales Track Record

- 3.3.1 The Bidder shall submit the supporting documents of sair track record for the offered self-operated pressure regulator, including copies of puchase order & satisfactory certificate of operations of five (05) different end users related to Oil & Gas Sector with similar requirement along with their email (email address of end user's company domain and not the commercial domain like Yahoo, Gmail, in Yahmail, etc.), fax, telephone, address and name of persons to contact to whom they have supplied the offered self-operated pressure regulator within the last three (03) years and have been successfully installed and operated.
- 3.3.2 Simply submitting a list of customers to whom the Manufacturer has been sup wag the offered self-operated pressure regulator will not meet the intent and purpose of this requirement. Fallure to comply with this requirement may result in rejection of the bid.

Reviewed By	Adeeb ur Rehman	Muhammad Irlan Raza	Adnan Rehman
	DGM (Distribution Central)	A/GM (Measurguent – Dist.)	GM (SBU Lower Sindh West)
Approved By	A/SGM SBU Upper Singh	A/SGM Lower Sindb Ny Central & Rehabilitation	A/SGM LowerSindh (East & west)

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Technical Specification for 4 & 6 Inch Self Operated (Spring Landed) Pressure Regulator for TBS

Spec. No. GRV-SPE-DN-1952 Rev. 00

Quality Certificate

The manufacturer shall provide documentation with the bidding documents for the inhouse quality control program which is strictly adhered to for the products of all manufactured items. This program must adhere to an internationally accepted quality control standard such as ISO 9000/9001 series. Failure to provide certification of proof of compliance may result in rejection of the bid.

3.5

ithorized inspector reserves the right to inspect the Regulator at the kemises/warehouse.

SPECIFIC REQUIREMENTS

Body:

th ANSI 250, RF flanged ends. Regulator body shall comp

Direction of gas flow shall be clearly and permanently marked on the body.

connection of 4 & 6 inch ANSI - 250, RF flanged Regulator shall have inlet and 2 ends.

Diaphragm Casing Assembly:

Inside of the casing shall be free of fins, co

Diaphragm casing shall be suitable for flow/pre parameters.

Diaphragm & Seal:

Diaphragm shall be made of Buna-N reinforced materia.

re least drooping effect The diaphragm type / layout should be such that it should en during the operation of the regulator.

O-ring and seals shall be of Nitrile or equivalent material.

The regulator shall have built-in provision of double seal to prevent from unar ni rized change in pressure.

Valve Mechanism:

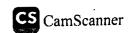
Valve linkages shall be corrosion resistant or corrosion protected materials, shall operate freely without binding, and be durably constructed to prevent accidental disengagement of moving parts.

The valve disc / orifice shall be replaceable in the field without the use of any special tools.

Adnan Rehman Muhammad Irfah Adeeb ur Rehman GM (SBU Lower Sindh West) A/GM (Measu ent – Dist.) DGM (Distribution Central) "7 Reviewed By A/SGM Lower Sindh A/SGM LOW A/SGM SBU Upper Sindh (Central & Rebabilitation) Approved By 7/8/2

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Technical Specification for 4 & 6 Inch Self Operated (Spring Loaded) Pressure Regulator for TBS

Spec. No. GRV-SPE-DN-1952 Rev. DO

Orifice:

- Valve orifice shall have suitable size for the required flow.
- Valve orifice shall be corrosion resistant material and have a smooth seating surface, which will not cause cutting of valve disc and provide positive tight shut-off.

pall have Spring Loaded mechanism. Spring range shall be of 8 to 30 psig easily removable.

. Monitoring:

Regulator should es ele for monitoring system/purpose.

Spring:

- Spring screw shall maintain disted setting without creeping.
- Spring screw shall have prote against tampering by means of a suitable screwed seat cap or cover and To be removed without Damage.
- Cover shall be weatherproof construct threads protected against corrosion.

Set Point:

- Regulator shall be set to deliver Natural Gas at wutlet pressure ranging from 12 psig to 20 psig depending upon the requirement. (Specific gradus 0.58 to 0.72).
- Regulator should not pulsate or chatter in any position recommended by the manufacturers.
- Regulator shall have scaling provision to take care of pressure

In-line Maintenance:

Regulator should be such that in-line maintenance can be done without from line.

Side Inspection Plates at both sides of body shall prefer.

Exterior Finish:

Regulator shall have a rust proof exterior finish.

Muhammad Irfan Baza Adeeb ur Rehman Adnan Rehman DGM (Distribution Centre) A/GM (Measurement) - Dist.) GM (SBU Lower Sindh West) Reviewed By Me A/SGM SBU Upper Sindh A/SGM Lower Singly A/SGM Layror Sindh (Central & Behabilitation (East & west) Approved By

Procureme: Dept.



Technical Specification for 4 & 6 Inch Self Operated (Spring Loaded) Pressure Regulator for TBS

Spec. No. GRV-SPE-DN-1952 Rev. 00

Information Plate /Tag:

- Following standard information shall be permanently marked on the diaphragm casing assembly or on attached tag.
 - Model No.
 - Manufacturer Name.

Capacity:

acty to deliver Natural Gas of 0.58 to 0.72 specific gravity Regulator shall have o (air = 1) at 60°F and 1 69

pport a minimum pressure differential (Full open) of Regulator should be able 2 psig.

Flange Size (Inch)	Inlet Pressure (Psig)	Out et l'essure (P g)	Capacity (SCFTH)
4"	12	8	165,000 - 1,0,000
6"	20	15	400,000-

Sample Submission:

Vendors shall provide free of cost two sets of regulator in assembled state necessary parts at time of bid submission.

Manual:

One set of original installation, operation and maintenance manuals must supply with every five regulators.

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Reviewed By	Adeeb ur Rehman DGM (Distribution Central)	Muhammad Irfan Raza A/GM (Measur Man) - Dist.)	Adnan Rehman GM (SBU Lower Sindh West)
Approved By	A/SGM SBU Upper Sindh	A/SGM Lower Sindh (Central & Rehabilitation)	A/SGM Lower bindh (East & west)
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Procureme! Dept.

CamScanner

Technical Literature/Printed Literature:

Spec. Na. GRV-SPE-DN-1952 Rev. 00

- Prerequisite for all bidders to submit technical literature / manuals / model, diagram etc. of the offered regulator at the time of the bid submission.
- Original installation, operation and maintenance manuals must accompany the bid.

Spares:

 Neck sacregulator spares for three years trouble free operation should be quoted along with he bid. Cost of spares should be quoted separately.

One set of the esprings of following ranges (in psig) must supply/ provide with every five
 (5) regulators.

Outlet I	Pressure	Δ
Min	Max	Range
5	10	
10	15	Meanu".
15	30	High

5. PACKING

- .5.1 All items after necessary preparation shall a packed in the sea worthy crates. Crates shall be constructed of well-seasoned sound that has no splits or rotted sections.
- 5.2 The supplier shall consider that the material can be to lived in several loading and unloading operations; that the shipment may involve true, rail, ship and barge or air transportation; and that there may be prolonged periods of corage or idleness before these items are put into service.

	•	\wedge	
Reviewed By	Adeeb ur Rehman DGM (Distribution-Centra) (1)	Muhammad Irfan Ráza A/GM (Measyngment – Dist.)	Adnan Rehman GM (SBU Lower Sindh West)
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Procurement Dept.

AFFIDAVIT OF COMPLIANCE WITH INTEGRATED MANAGEMENT SYSTEM (IMS) MANUAL

Name		_ [Supplier's Authorized Representative Ful
], of	_[Supplier Company Name], with principal
office	located at	
[Full A	Address], do hereby solemnly affirm and declar	re as follows:
1:	That I am the duly authorized representative Company Name], and have the legal authoritic company.	
2.	That I confirm having accessed, read, and fu System (IMS) Manual provided by Sui Southofficial website [https://www.ssgc.com.pk/wMannual-1-1.pdf].	ern Gas Company Limited (SSGC), available
	agree to comply fully with all the policies, policies, policies, and will ensure that all relevant aware of and comply with the same.	
4.	acknowledges that radure to comply with the including but not limit d to financial penaltie termination of business with Si Southern Ga	s as per SSGC policy and suspension or
. 5.	This affidavit is made in good faith and for the health, safety, and environment. Utar dards it	
Signed	at [City] this [day] of [month], [year].	\
imterisment to con		
Signatı		
Signatu Name: Design	ure: [Full Name of Supplier Representative] sation: [Job Title]	
Signatu Name: Design Compa	ure: [Full Name of Supplier Representative] [ation: [Job Title] [any Name: [Supplier Company Name]	
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