# **HIGH VOLTAGE HOLIDAY DETECTOR**

FOB/C&F & FOR (Only for Local Manufacturers SRO 827(1)/2001)

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

# TENDER ENQUIRY NO: SGC / FP / PT / 14077

Bid Closing date Stime: 17-12-2025 at 1030 Hrs. Bid Opening date & thre: 17-12-2025 at 1100 Hrs.

Fixed Bid Security; USDF 225 OR PKR=80,000.

Note: Tender document is also available online on SSGC website for view only. Brede is eligible to participate in bidding process only after purchasing the tender documents from Tender Room SSGC Head Office is 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 Enveloper (s) ed at the time of Purchasing) as an evidence that supplier has purchased the Tender documents. Further, any Corrigendum/Clar incomes/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, 2<sup>nd</sup> Floor, ST-4/B, Block-14, Sir Shah Suleman Road, Gulshan-e-Iqbal, Karachi-Pakistan. Phone: 99021231, 99021223, Fax: 99231583 <a href="https://www.ssgc.com.pk/ssgc">www.ssgc.com.pk/ssgc</a>

# **Checklist for Bidders**

Enquiry No. Opening Date	<u> </u>	Гime		<u> </u>
M/s.	Phone No	<u></u>	·	
 e ensure before submitting the hid, that following information	documents have been sub	omitted I		

Ptease ensure before submitting the bid, that following information / documents have been submitted provided along your bid. Check ( ) appropriate box.

S. No.	Details of required information I 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		
a	Fixed Bid Bond as specified in the tender document.		
4.	Bid validity as specified is mentioned		
5.	Delivery pend thas been specified		
6.	Country of Ongi		
7.	Standard Warranty / Granantee (if applicable).		
8.	Original Performa Invoice A sincipal		
9.	Original Technical Literature		
10.	Original Authorization Letter on Fire 1		
11.	Original Authorization Letter of Manufacture		
12.	Estimated item wise weight including give weight & volume of consignments		
13.	Port of Shipment (specific name of Air / Sea, or is required) in case the city mentioned by the bidder does not have any port, the FOB districts to the port of shipment will be borne by the supplier.		
14.	L/C confirmation charges (if desired by bidder) shall be by the supplier		
15.	L/C charges at supplier's end shall be borne by the suppli		
16.	Both FOB & C&F rates are quoted (C&F rates should be bas den PNSO freight)		
17.	Sample (if necessary) is enclosed  Alternative offer (in any) submitted should be on as per Section 5 Sample of Requirem en		<del>(*****</del>
18.	& Bid Form format. For each alternative offer separate fixed bid bond is required.		
19,	Deviations from tender terms (if any) have been stated in Section 3 Schedule of Requirement & Bid Form format. At any stage of process and after accordingly a characteristic prevail.		
20.	Firm name of Beneficiary & Bank details with complete address of benificiary.		
21.	Original Bid + One Copy is Submitted		
2.2.	Form-X and bid securing declaration Duly Signed & Stamped.		

#### NOTE:

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

As per SR0296(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



# The State of the S

# Sui Southern Gas Company Limited (SSGCL)

# Contents

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Section – 1 Section – 1A	General Terms & Conditions Additional Terms & Conditions for FOB/C&F	Included Included
Annexure-A Annexure-B Annexure-C	ormat of Bid Bond Bank Guarantee Farmat of Performance Bank Guarantee Declaration by Supplier	Included Included Included
Section – 2	Special Coations of Tender Document	Included /Not required
Part – B		
Section – 3	Bid Form (Schedule of regularment)	Included
Section – 4 Section – 5	Specifications/Drawing (if are icable) Affidavit of Compliance with Leaguage Management System (IMS) Manual	Included/Not required Included
		Gas Co

	Procurement Department
M/s	_ A seem contents of the ment
	Tender Enquiry No
•	INVIATION TO BID
शंगवीद	southern Gas Company Limited, (SSGCL) has pleasure in extending you an invitation, to submit bid for the it material according to Terms and Conditions specified in the attached Tender Document. Please read- ing instructions before submission of bid:
1.	Bids are 112 submitted in scaled envelope provided with the tender, indicating Tender Enquiry Number & its opening can and time on the face of the envelope.
2.	Bid Bond (22° of the total FOR / FOB value shall be enclosed with the bid without which bid will be rejected and returned to bidder unannounced. The Bid Bond shall remain valid till the last date of the month in which it is expring.
3.	In case the hid greening Asta falls on a holiday or due to some prograidable
4	to open on schedules daily it was period on next working day at the same time and at the same werene
5.	Prospective bidder requiring any information or clarification of the tender may notify the same by fax or at the mailing address. The Commany will respond to any request for explanation or elections in
6	The Company reserves the right to cancel said delete or amend tendered items/quantities/any part of the tender during the bidding period without assigning any reason. However, bidders shall be informed shows the
7.	The Company reserves the right to accept or reject on the company of a bid on to accept the right to accept the right of the bid on the second of the second
	and reject an olds at any time prior to award of course anischase order without thereby increasing and
8.	naturally to the attended bidder(s),
9	For Tenders invited on FO B/C&B hasis goodificing or marking at the continued to continue the continue of the
1	D. The Company will appreciate confirmation by fax No 92-21-99231583 or email at most essection to DGM (Procurement) of your intention to submit the bid and if not interested in submits it of bid, it will be appreciated if it is intimated through fax or email with mentioning of reasons.
1	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
	Yours succeedy  Welling Gas C

#### General Terms & Conditions

#### . Submission of bids:

- 1.1. Bids are to be submitted in sealed envelope provided with the tender (in such a manner that 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.
- 1.2. Sealed bids (as above) shall be mailed/submitted/dropped in tender box placed at Tender Room, C.C. Building, SSGC Head Office. Bids are to be delivered on or before closing time after which bid all not be entertained. In case bid is sent through courier, the same shall be delivered at least half at how before scheduled opening time.
- 1.3. The Cempary may at its discretion extend the closing date for the submission of bids, in which case all rights and obligations of the purchaser and bidders previously subject to the closing date will thereafter by subject to the date extended. However, any request for extension received from prospective bidders as than one week prior to bid opening date may not be entertained. In case of extension in bid opening date, the same will be advertised in press and simultaneously shall be intimated to prospective titler who had purchased the tender documents.
- The bid shall contain no interligrations, erasures or overwriting except as necessary to correct the errors made by the bidder, in the of any correction etc. it shall be signed and stamped by the person signing the bid.
- 1.5. The quoted price shall be inclusive of all duties/taxes except GST, which is to be mentioned separately. The supplier shall declar of applicable) regarding non-applicability of GST for which documentary evidence shall be enclosed or ould be produced upon demand.
- 1.6. Rates shall be item-wise, as given in price soledule/schedule of requirement/Bid Form unless otherwise specified.
- Bidder is responsible for timely delivery of bid at action specified 1.2 above. Company will not be responsible for misplacement/tampering/non-attendance/delay or any other incident in case the bid is not delivered at the designated place & time.
- 1.8. Any bid received late after the closing date and time, was be rejected and returned unopened.
- The quotation shall only be acceptable on/as per Bid Form in the for foreign tender when Local Agent submits bid on behalf of different bidders, a separate Bid on the foreign tender when bidders, a separate Bid on the foreign tender when bidder submit alternative bids a separate bid bond for each bid is required or else bid will be liable for rejection.
- Deviation from tender terms and conditions is not allowed. However, in unavoidable circumstances, these shall be mentioned at the bottom of "Section 3: Brillian deviation on any other page will not be entertained.
- 1.11 Discount offered (if any) shall be mentioned on the "bid form" only.
- 1.12 The bidder(s) or their authorized representative shall put his full signature with stamp & date on each page of tender document as well as enclosure vis-a-vis drawings, specifications etc. Any correction, overwriting shall be duly signed & stamped.
- 1.13 The bid is to be completed and returned to the Company in accordance with, General terms & 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.

#### 2. Eligible Countries / bidders:

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.

#### 3. Qualification/Disqualification of Suppliers:

The Company, at any stage of the procurement proceedings, having credible reasons for or prima facieevidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information regarding their professional, technical, financial, legal or managerial competency,

thing meeting common a

Procuremen Dept. whether already pre-qualified or not. The Company shall disqualify a supplier or contractor if it finds, at any time that he was take and materially Black Listing Mechanism inaccurate or incompleting Wechanism.

#### Joint Ventures: 4.

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 fax/e-mail to all pospective bidders who have purchased the tender documents. Verbal instructions/reference vill not be acceptable.

#### Modification and witherawahof bid: 6.

- The bidder may modify a windraw its bid after the bid submission, provided the written notice of the modification or with a particular received by the Company prior to the deadline prescribed for submission of bid. After the bigs prototons are opened, no bidder shall be allowed to revise, propose or request any change in the bid.
- wal notice shall be sealed and addressed to GM (P). A The bidder's modification or with a swal notice shall be sea withdrawal notice may be sent by fax to love d by a signed copy. 6.2
- Bids once opened cannot be withdrawn during validity period.

#### 7,

All offers shall remain valid up to 90 days (120 days in second Two Envelope bidding procedure) from the date of opening of bids, until any further extension agrees of 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 in the any query/clarification or extension request asked by the Company, the bidder should reply the same within a lays after receipt of the same and if bidder takes more than 7 days the delay in reply will be added to their bid alidity period.

#### Rate Escalation: 8.

#### All items except line-pipe:

nt of obligations by Quoted prices shall remain valid, firm, irrevocable and fixed till the fulf. 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 per ton price of: 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 8.2.3 delivered within 20 days of the anniouncement of the variation (both days inclusive) in price of HR coil by PSM.

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- 8.2.4 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.

## 9. 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 bidders while the bid bond of the successful bidder shall be retained, till submission of Performance boatd (if applicable). Bids without bid bond will not be considered. In case the order value is less than Rs. 500,000 the bid bond in lieu of performance bond will be retained till fulfillment of obligations by the supplier. However, in either case the bidder is responsible to arrange the extension the bid bond validity as not 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 order. Bid bonds of non-compliant bidders may be released during evaluation process. The bid bond may be for sited if a bidder withdraws the bid duringvalidity period specified by the bidder or if successful bidder.

- Accept purchase order.
- Furnish performance guarantee in a ordance with clause 16 of Section 1,
- Supply material as per requirem in and delivery schedule.
- 9.1 In the event of bid bond validity following short of the prescribed period of 120 or 150 days as the case may be either (i) due to extension in the bid symmetric date or (ii) where so required by the procuring agency, then in such an event it shall be manded of the padder to extend the bid bond validity upto 120/150days within 30 days of the opening of teckney or bosal / bid, and / or where so required by the procuring agency.
- 9.2 In the event of the bid security amount deposited / furnished whe bidder falls short by 10% of the requisite Bid security amount. The procuring agency keeping in lew the nature of the procurement may consider and allow the bidder to deposit / furnish the balance 10% amount, provided the bidder does so within 15 days of the opening of the bid. Notwithstanding 12 and other terms & conditions have been fully complied with.

#### 10. 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 (ance take sheet) to mark their attendance/witness. Commercial contents of bids will be announced/recorded in bid opening sheet.

#### 11. Preliminary Examination of bids:

- 11.1 The Company will examine the bids to determine their completion, computational errors, provision of guarantees, authorized signature and other related matters.
- 11.2 Arithmetic errors will be rectified on the following basis. Discrepancy between unit price and the 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.
- 11.3 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.
- 11.4 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.



12. 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.

#### 13. Technical Literature & Samples:

The Bidder(s) shall submit the following:

13.1 Samples (if applicable/required)

13.2 Original or legible copy of technical literature/performance characteristics

13.3 Test Certificates (if applicable/required)

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
elser to be onder tropical climatic conditions.

13.6 Specification oppliance Sheet:

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

Bid which does not possess above document, vertificates etc., may be considered technically Non-compliant.

13.7 The offer shall be accompanied with all technical at / Douments/certifications as required under the tender specifications. Evaluation shall be carried on the basis of data/ documents/certifications submitted with the bid. No clarification, additional in orderion may be sought / accepted after bid opening.

.8 Deviation to technical specifications:

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

## 14. Award/Evaluation Criteria:

- 14.1 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.
- 14.2 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 / inspection process.



- 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 compensation / loading amount for that item shall be derived from the bid itself.
- 15.2 If 1 is not possible, average of rates of other bidders, who have quoted for that item conforming chical specification, shall form the basis for cost compensation/loading.
- 15.3 The comp my will encourage participation by local bidders who will be given price preference. Land door factor shall be determined as per prevailing Government policy / SRO. However they will submit tetalls 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 alter's above Rs:500,000, the successful bidders shall submit performance bond guarantee which is to be submitted within ten days from receipt of LOI or order along with integrity pact. The successful bit in a shall submit a performance bank guarantee (PBG) in the form of a pay order or bank guarantee specimen attached at Amexure-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 bond unless specified otherwise; shall remain valid till;
  - 16.1.1 Completion of final satisfactory deligary in case of consumable items.
  - 16.1.2 12-18 months from the date of salasia or delivery of the equipment/machinery.
  - 16.1.3 Satisfactory delivery/installation of section 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 NSG equivalent to 3 months delivery schedule will be required after placement of purchase other 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 Both all 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 the SE BG
- The guarantee will be released after completion of this period, subject to a tisfratory performance of the supplied equipment/machinery/system as mentioned at 16.1 above. The supplier 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 deliver 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.
- 16.4 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 order/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.
- Nothing herein contained shall be construed to limit supplier's obligation of performance of the order/contract to the value of the performance bond.
- 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. Purchas O der/Contract:

Purchase of the function material may be placed on fulfillment of conditions mentioned at 14 &16 above which is through funal confirmation for proceedings with the suppliers.

#### 18. Assurance:

The successful bidder will a required to give satisfactory assurance of its ability and intention to deliver the goods, pursuant to the expression and contract within the time set forth therein.

#### 19. Force Majeure:

- In the event of either part, hereto being rendered unable, wholly or partially, by force majeure circumstances to carry out its the ations under the purchase order/contract documents, such party shall give notice and full particulars and other satisfactory evidence of such force majeure circumstance(s) in writing or by factor the other party within 7 days after theoccurrence of the cause(s). Relied upon the obligations of the party giving such notice so far as they are affected by such force majeure shall be suspended or the period during cause(s) shall, as far as possible, be remedied and obviated with all reasonable divisted. The term 'force majeure' as employed herein, shall mean acts of God or public enemy, the harmonic fires, floods, earthquakes or other physical disasters, order or request of governments. The kade or embargo. It is, however, clarified that strikes, lockouts, shortage or non-availability of the materials, rains, and disturbances, other labor dispute or congestion's in ports on the supplier side shall not be included in the term 'force majeure'.
- In case the force majeure contingencies last continuously for more 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 in to sible, both parties shall arrange for the termination of the purchase order/contract, but without previous to their rights and obligations prior to such termination it being understood that each party stall fulfill its contractual obligations so far as they have fallen due before the operation of force majeure.

#### 20. Amendment in purchase order/contract:

- 20.1 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.
  - 20.1.2 The method of shipment or packing.
  - 20.1.3 The place of delivery.
  - 20.1.4 Quantities of item up to a maximum variance of +15% of purchase order/contract value.
- 20.2 Company reserves the right to increase/decrease the quantities or delete any or all items listed in 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 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.

Procuremen Dept.

- 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 provided 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 privery period:

- Delivery of 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 Modrication in the goods ordered by the Company pursuant to clause 20.
  - 21.1.2 Delay in provision 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 performan work caused by orders issued by the Company.
- The supplier shall demonstrate to the C mpany's satisfaction that it has used its best endeavors to avoid or overcome such causes for day in the parties will mutually agree upon remedies to mitigate or overcome such causes for clay
- Not withstanding clause 21.1 above, the sappler shall not be entitled to an extension of time for completion unless the supplier at the time of sub-circumstances arising, immediately has notified the Company in writing of any delay that it may claim as caused by circumstances pursuant to clause 21.1 above and upon request of the Company, the supplier 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 transit.
- 22.2 If any of the good is discovered to be damaged or unacceptable at a point of embarkation, the supplier shall be responsible for replacement of those goods free of any charge and cost to the Company, within the delivery time schedule of the contract/purchase or experience.
- 22.3 The identification marks showing contents, quantity and contract/purchase order viniber shall be printed on each skid/metal container/case containing one copy of invoice & packing list.
- 22.4 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.
- 23.2 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 them.

#### 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 turplier shall replace defective material at their risk & cost including transportation, duty,
- 24.4 GST I voic if applicable be submitted at R&D section Stores Department along with material & delivery challen.
- 24.5 Unloading and stacking through cranes, fork lifters, labor etc. will be arranged by supplier at delivery site (for a terial like Pipes/Heavy Machinery & Equipment etc).
- 24.6 Delivery is to be rade 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 at the modellected material.

#### 25. Delivery Failure:

- In case the supplier fails to supply/simp the naterial within the stipulated period, the Company have the right to make an alternative arrange heat for the purchase of the goods on such terms as may be offered. In such event all losses, cost and harges sustained/incurred by the Company on stated purchase shall be recovered from the sugar aer 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.
- In the event Company remains unable to make such alternative 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 the alternative not specified in this document as a result of any failure to supply/ship the material the Company shall have the right to terminate the contract/purchase order without prejudice to any congregates available to the Company.

#### 26. Payment:

- 26.1 The supplier after delivery of goods and its acceptance shall submit invoice to Finance Department of the Company, containing following information i.e.
  - (a) Purchase order No. & date 😁 👑 👑
  - (b) Items
  - (c) Quantity
  - (d) Price
  - (e) Invoice value
  - (f) Point of delivery
  - (g) Delivery challan indicating delivery date, etc.

Payment will be made within 30 days of completion of stated formalities.

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.

Procurement Dept. 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 exament is not made within the time period specified except on account of force majeine, the containy shall quantify the same and shall serve notice to the supplier requiring payment thereof. If he supplier fails to remit payment within 15 days of receipt of such notice, the Company shall forth-vitible ome 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 Lord.
- 27.3 The payment of lighted damages shall not relieve the supplier from performing and fulfilling all its obligations under the contract/purchase order nor shall the right and entitlements of the Company be affected or relieved in any manner.
- 27.4 In case of order placed on FO 10 % basis, the delivery period shall commence from the date of confirmation of L/C. However, let , ed submission of PBG period in excess of time limit will be deducted from the delivery period for the purpose of recovery of late delivery charges.
- 27.5 The liquidated damages shall be the an equivalent to point one (0.1%) percent of the Contract price of the delayed goods as unperformed prices for each day of delay, until actual delivery or performance, up to a maximum deduction of the (10) percent of the Contract price. Once this maximum is reached, the Company may consider the Employee of the Supplier.

#### 28. Default by Supplier:

- 28.1 The Company may, without prejudice to any other remedy witten "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 quantities 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 "furchese order".
  - 28.1.3 The Company during the delivery period has reasons to believe the applier 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/entract 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 tearn



- 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 w:

The pursual order/contract shall be governed by and interpreted in accordance with the laws of the Islamic Republic of Pakistan.

# 31. Declaration/Integrity Part/Certification:

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

#### 32. Arbitration/resolution of disputes:

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

  32.2 Prior to exercising any right by the Company or supplier to terrainted to be given to the other under the conditions stipulated above, a return notice shall be required to be given to the other
- 32.2 Prior to exercising any right by the Company or supplier to terbinate 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 exploit ion within seven (7) days of receipt of such notice. If such explanation is not furnished within the simulated time or if so furnished, is found to be unsatisfactory, and the default(s) continuous 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 and the 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.
- 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.

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 If the supplier/contractor found responsible for the detriment of the Company during proceedings of recurrent/contract, process or its execution.

34.3 Margares entation of facts in order to influence the procurement process or the execution of the purchase order/contract.

34.4 Collusive pactices among bidders (prior to or after bid submission) designed to establish bid prices at artificial con-competitive levels and to deprive the Company of the benefits of free and open competition.

# 35. Supplier's Guarantee and Reconsibilities:

The Bidder/Supplier shall guarantee that the materials supplied against this tender enquiry is new and is of acceptable quality and has been still and approved on similar jobs. The validity and scope of such guarantee will be in accordance with anditions stated in this document. In case the opinion of the Company the Goods fail to perform the services in accordance with the specifications specified in Section IV due to manufacturing defectable to we material and/or workmanship, the Supplier shall replace, repair or reconstruct such Goods at his own cost 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 Suppliers that it shall perform in accordance with the specifications and details as set forth in the Canac ct/tender documents. If the Supplier shall fail to do so after expiry of 15 days notice to this effect 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 relative to the bid exchanged by the bidder and the Company shall be written in English language. Any princed hereature furnished by the bidder may be written in another language provided that this literature is accompanied by an English translation in which case for purpose of interpretation of the bid, English translation is an approximately standard to the standard stand

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.

Procurement Dept.

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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 authorized by the goods manufacturer or the producer to submit bid or supply the goods on their

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

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

Country of origin 1.5.1

Port of shipment. 1.5.2

- mension & volume of offered item and estimated weight of each Estimated gross/net w 1.5.3
- bulk quantities. Delivery period or schedule in case 1.5.4

1.5.5 Original technical literature.

Beneficiary's complete address.

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

1.7 Bid Currency:

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

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

#### 2. Bid bond:

- 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, and posit receipt or a bank 2.1 Bid bond shall be equivalent to two percent (2%) of the total F.O.B value guarantee (specimen attached at Annexure-A), issued by a scheduled bank in Tabida. The bid bond shall remain valid for 120 days (150 days in case of Single Stage Two Envelope bidden rocedure) unless specified otherwise. The bid bond shall be returned/refunded to the un-successful fidd is while the bid bond of the successful bidder shall be retained, till submission of Performance bond. Bus v thout bid bond will not be considered. In case the order value is less than US\$:25,000 the bid bond in li bond, will be retained till fulfillment of obligations by the supplier. However, in either cas the bidder is responsible to arrange the extension of 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. Bid bonds of noncompliant 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)

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 Pakistan 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. Foreign 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. 3 to 14.4 of General Terms & Conditions are also to be applicable).

### 5. Loading of Bids:

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

(Clause 15 of General Te Conditions is also applicable).

## 6. Performance bond:

- 6.1 In case purchase order value is US :25,000/- or above or equivalent for other currencies, letter of intent will be issued to successful bidders for subject is in of performance bond guarantee which is to be submitted within 15 days from receipt of L.O.I. The paccessful 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% for that value of the purchase order or as specified, in the letter of intent. The performance bond unless specifies otherwise, shall remain valid till:
  - 6.1.1
  - the equipment/machinery. 6.1.2
  - 12-18 months from the date of satisfactory delivery delivery fine equipment/satisfactory delivery/installation -Satisfactory delivery/installation of system in case the installation liabilities will be on supplier's 6.1.3 part.
  - 120 days in case of chemicals. 6.1.4
- The Letter of Credit shall be operative upon receipt of Performance Bold (a specified in para6.1) and integrity pact, any delay due to late submission of Performance Bond will be on sup er account. Late submission of PBG should not affect the delivery schedule.
- The performance bond shall be denominated in foreign currency or in currency contract/purchase order or in a freely convertible currency acceptable to the Company and shall it in he form of a bank guarantee.
- In very special case subject to approval of the management, the P.B.G could be acceptable in Pak Rupee. However, an undertaking should be given by the supplier that in case of encashment of P.B.G supplier shall deposit short fall amount due to Pak Rupee exchange rate.

#### 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)

#### Delivery:.

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, 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 Company on account of short shipment by the supplier for all items subsequently shipped on a no-charge basis or other the supplier. The supplier shall also reimburse the Company all additional duties, taxes and other such arranged by the Company on account of incorrect invoicing by the supplier apaid by the Company on account of incorrect invoicing by the supplier.
- help have been made when the supplier has shipped the goods against a clean bill of Shipment shall be lading and all other suc documentation, as specified in clause 9.3 & 9.4 appearing next in sequence) have been furnished to the Compar
- The supplier shall ensure that an above mentioned acts and other incidental and ancillary functions are conducted in accordance with a up and acceptable engineering practices. The Company shall be entitled to oppose any incorrect or inadequate and ice adopted by supplier in this respect and the supplier shall take corrective action/measure forthwith to correct such omissions. If any goods are discovered to be damaged or unacceptable at the point of loading, the same let shall be responsible for replacement free of all charges and costs to the Company within the daily ty period specified in the purchase order/contract.

- ac shall be fully insured in a freely convertible currency All goods supplied under the purchase order risition, transportation, storage and delivery in the against loss or damage incidental to manufactur manner specified in delivery clause 7.
- Marine Insurance shall be the responsibility of the Company anless otherwise specified.

  The supplier shall advise the Company by fax at least severy to 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 100Al or equivalent classification of the vessel. 8.3.3
  - ETD from Port of dispatch and ETA at Karachi 8.3.4
  - FOB/C&F value of the consignment.

The above information shall also be transmitted to the Company's underwriters, National Insurance Corporation by fax No. 0092-21-9202779 and to the Company referring Policy No. VIF 1/K/OP/002/73.

#### Payment:

- 9.1 Payment of FOB/C&F prices shall be made in the currency of bid through an irrevocator (L/C) established in favor of the supplier, negotiable through the bank of their choice. Biddy 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.
- 9.2 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

Procurement Dept.

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:



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 Karachiport.

9.4.1	hvoice		6 copies
9.4.2	- In of Lading	******	6 copies
9.4.3	Packing List	2010000	6 copies
9.4.4	-Certifi are of Origin (Verified /Endorsed by Chamber of Commerce)	P2+P2+0	2 copies
9.4.5	-Mandfactures Test Certificate/	******	2 copies
•		Inspecti	on Report.

- 9.4.6 The invoice to be exactly as per order/contract. Any deviation which render or cause the company to pay demurrage with respect to clearance/handling etc. will be borne by the supplier.
- 9.5 No payment hereunder shall be deemed to be accepted by the Company of the goods covered by such payment nor release as a policy from responsibility thereof under the terms of the purchase order/contract.
- 9.6 If the Company is compelled to an defourage or storage charges or incurs any loss or suffers any damage at Karachi Port on account of non-compliance by the supplier of above requirements, the Company shall be entitled at their sole up region 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 caract/purchase order if:-
  - 10.1:1 The Company fails to establish the letter of credit within 15 stipulated period as required under clause 9.1 hereof after the supplier has made compliance with the provisions 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 liabilities under the contract/purchase order.
- 11 Installation/Commissioning/Training:

If installation/commissioning and training is required, the charges will be paid in Particle 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.



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

BANK GUARANTEE NO. DATE OF ISSUE.... DATE OF EXPIRY.....

Sui Southern gas Compar ST. 4/B, Block-14, Juishan-e-Iqbal, Sir Shah Suleman Road. Carachi.

Dear Sire

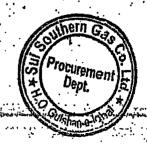
TE# SSGIC/FP/\_\_\_

Bic to d Bank Guarante .....hereinafter called the Bidder n consideration of M/s..... raving submitted the accompanying bid & in const of value received from Bidder we hereby agree and ındertake as follows:

- upon your written demand without further E To make unconditional payment of Rs..... recourse, question or reference to the Bidder or any other persons in the event of withdrawal of the aforesaid bid by the Bidder before the end of the period special it in the bid after the opening of the same for the validity thereof or if no such period to be specified within the period to be specified within the Bidder shall within the period after said opening and or in the event that the Bidder shall within the period specified therefore or if no period specified within 15days after the presented forms are presented to the Bidder for signature the Bidder shall fail to execute such further contracts a jocuments if any, as may be required by the terms of the bid as accepted or on the Bidder failure to give the requisite Performance Bond as may be required for the fulfillment of resulting contract.
- To accept written intimation (s) from you as conclusive and sufficient evidence of the relice of a default of non-compliance as aforesaid on the part of Bidder and to make payment accordingly with 3 days of the receipt of the written intimation.
- No grant of time or other indulgence to, or composition or arrangement with the Bidder in respect of the aforesaid Bid with or without notice to us shall in any manner, discharge or otherwise, however, affect this Guarantee and our liabilities & commitments hereunder: Sommittells liereunder:
- This Guarantee shall be binding on us and our successors in interest and shall be irrevocable.

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

BANK GUARANTE	Œ NO			
DATE OF ISSUE	*********	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
DATE OF EXPIRY.				
AMOUNT				-
			<b></b>	

Sui Southern gas Carpany Limited, ST. 4/B, Block-14, Gulshan-e-Iqbal, Sir Shah Suleman Road, Karachi. TE# SSGC/FP/

Dear Sirs.

- 2. To accept written intimation from you as conclusive and sufficient evidence of the existence of a default or breach as aforesaid on the part of Supplier and to make payment as a roll as within 3 (three) days of receipt thereof.
- 3. To keep this guarantee in full force from the date hereof as specified in General Special terms & conditions.
- 4. That on grant of time or other indulgence to amendment in the terms of the purchase order by agreement with Supplier in respect of the Performance of his obligations under and in pursuance of the said Purchase Order with or without notice to us, shall in any manner discharge or otherwise, however, affect this Guarantee and our liabilities and commitments there under.
- 5. This Guarantee shall be binding on us and our successors in interest and shall be irrecoverable.
- 6. This Guarantee shall not be affected by any change in the constitution of the Guarantor Bank or the constitution of M/s ......the Supplier.

Yours faithfully,

(stamp and signature of the issuing bank)



#### (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 by these practice.

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

(The Seller/Supplier) certifies that it has made and ill make full disclosure of all agreements and arrangements with all persons in respect of or related to the translet or with SSGC and has not taken any action or will not take any action in circumvent the above declaration, representable or warranty.

(The Seller/Supplier) accepts full responsibility and strict (will by for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to decepthe purpose of this declaration, representation any warranty. It agrees that any contract, right interest, privilege of the obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedit as 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, (An every Supplier) agree to indemnify SSGC for any loss or damage incurred by it on account of its corrupt by mess practices and further pay compensation to SSGC in an amount equivalent to ten times the sum of any conversion, gratification, bribe, finder's fee or kickback given by (The Seller/Supplier) as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in what they 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.



Tender Enquiry No. SSGC/FP/
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# Special Conditions of Tender Document

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

#### 1. 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 /remove 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.
- ii) ful bidder / supplier must confirm that the warranty for no-consumable items will remain valid for 18 consumeable items (i.e. Chemical, Battery etc.) will remain valid for 6 Months after the goods have y delivered or commissioned.
- It is mandatory that the successful bidder / supplier will submit the attached undertaking at Annexure-II, duly filled, iii) signed & stamped.
- In case where performance bink guarantee is not applicable, the supplier shall confirm that all supplied goods under the contract / purchase or der necess, unused, of most recent or current models and incorporate all recent improvements in design and goods unless and polerwise provided in the contract / purchase order. iv)
- The Warranty Undertaking being pooled by the local agent of the successful bidder (Principal) is required to be v) submitted at least on Rs.200/- Non we cie Stamp paper and should be duly notarized / attested. In the event when this e principal who is overseas resident in that case the same would required Warranty Undertaking is being submit ab to be notarized by the notary public and ally trested by the Pakistan Embassy or High Commission in that particular jurisdiction. Needless, to mention that in both use the Warranty Undertaking will be executed by the duly authorized representative of the local agent or the princip case may be.

#### 2. **Bid Security**:

- Bid bond submission (2%) of the bid amount as continued in the clause 1.1 & 2 of Additional Terms for tender on F.O.B/C&F basis & 9 of General Terms & Conditions, to be treated as null & void, however, other contents of clause 1.1 & 2 of Additional Terms for tender on F.O.B/C&F basis & 9 of General Terms & Conditions will remain unchanged. The submission of fixed amount of Bit early is appearing in the Price Schedule/BoQ.
- Instrument) as per amount in Pak Rs. Or US\$ All the bidders are advised to furnish fixed bid security (Original Control of the bidders are advised to furnish fixed bid security (Original Control of the bidders are advised to furnish fixed bid security (Original Control of the bidders are advised to furnish fixed bid security (Original Control of the bidders are advised to furnish fixed bid security (Original Control of the bidders are advised to furnish fixed bid security (Original Control of the bidders are advised to furnish fixed bid security (Original Control of the bidders are advised to furnish fixed bid security (Original Control of the bidders are advised to furnish fixed bid security (Original Control of the bidders are advised to furnish fixed bid security (Original Control of the bidders). appearing in price schedule/BOQ failing which their bid will le rejected.
- Incase the bidder submit bid in the currency other than Pak Rs. Or 15° their bid bond shall be equivalent after the conversion to the amount of fixed bid bond given in Pak Rs. Or 15° a mentioned in Price Schedule/BOQ. The exchange rate (issued by the Treasury Management Group of the National Bank of Pakistan or the State Bank of Pakistan selling rate) prevailing at the time of bid opening date will be opplicable.

- The word lowest bidder or the lowest evaluated bid has been substituted to read as most advantageous bid. Sub-clause 9.2 of the General Terms & Conditions to 1 Sub-clause 9.2 of the General Terms & Conditions to be treated as null & void, he was ver, other contents clause 9 will remain unchanged.

#### 3-Method For Submission of Bid Bond(Under Single Stage Two Envelope Bidding Procedure):

In case of Single Stage Two Envelope Tenders the fixed bid bond as per clause#09 of General Terms & Conditions 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.

#### 4. **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**

ζ.

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



Page 1 of 6

- i) Provided that:-
  - (a) The saving in foreign exchange is not less than the amount of price preference;
  - (b) It is ensured that, in each case of such preference, the total import requirements for producing the supplies tendered for locally manufactured items has been duly indicated by the bidders.
- ii) Price preference shall be allowed as under:-
  - (a) Having minimum of twenty percent value addition through indigenous manufacturing, price preference shall be fifteen percent:
  - (b) Having over twenty percent and up to thirty percent value addition through indigenous manufacturing, price preference shall be twenty percent, and
  - (c) Having over thirty percent value addition through indigenous manufacturing, price preference shall be twenty five percent.
- iii) For the above purpose, we will require a complete breakdown of ex-factory price for goods manufactured in Pakistan.

  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 of goods specified in CGO 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 so it canufacturers, who shall also be accorded the price preference in terms of SRO 827 (1)/2001. The landed cost care and the decordance with the afore said criteria shall be taken for bid evaluation in case of international bidders, and shall be taken for the purpose of comparison with the price quoted by the local manufacturers. Example of landed cost for evaluation of the international bidders is given here under:

EXAMI	PLE .					
S. No.	Cost Components for computing landing cost of imported					
D. 140.	Engineering goods in terms o S.R.O 827 (1)/2001 in Pak Rupees.					
i.	FOB Value.					
ii.	Sea Freight (Actual quoted by in Fidder 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 11 2 0 c.					
v.	CIF value (iii + iv).					
vi.	Handling Charges @ 1 % of CIF Value given at v all pve.					
vii.	Import Value (v + vi) for the purposes of levying Just sing Duty.					
viii.	Customs Duty at applicable rate, which shall be called at on the import value given at vii above.					
ix.	Duty Paid Value.					
x.	Sales Tax at applicable rate, which shall be calculated on the duty paid valve given at ix above.					
xi.	Duty & Sales Tax paid value (ix + x).					
xii.	Withholding Tax at applicable rate, which shall be calculated on the last sales tax paid value given at xi above.					
xiii.	LC Charge@ 0.25% of FOB Value given at i above.					
xiv.	Clearing Charges @ 0.25% of C&F Value given at iii above.					
xv.	SED at applicable rate, Which shall be calculated on the import value given wii above to be taken as nil as it stands withdrawn.					
xvi.	Provincial Infrastructure Cess (at applicable rate) on %age of import value great vii					
-xvii.	KPT Wharfage @ Rs.140 per cubic meter or the prevailing rate.					
xviii.	Cranage Loading & 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 Asset 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).					
xxiii.	LESS: With Holding Tax. (Adjustable against final assessed tax).					
xxiv.	Total deductions (xxi + xxii + xxiii)					
xxv.	Net cost of imported engineering goods (xx minus xxiv)					

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

- 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).
- xi) Bank details shall be mentioned by the bidders for the purpose of opening LC/ Payment.
- 6. <u>Declaration / Integrity Pact / Certification:</u>

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 even 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/SW B/F DIO 2&T-17/2022-808 dated 08-06-2022 all judicial and non-judicial stamp paper of the denomination of rupee five hands divid above shall be exclusively on e-stamp.
  9. Bank Guarantee (Big Bond Guarantee/Performance Bank Guarantee) will be made on Non-Judicial stamp paper at the
- 9. Bank Guarantee (Bid Bond Guarantee/Performance Bank Guarantee) will be made on Non-Judicial stamp paper at the prevailing rate as specifically the respective Provinces. Further the bidder/contractor submitting the Bid Bond guarantee/Performance Sond grantee being prepared by the State Bank's schedule banks should ensure that there should be no deletion/insertical valid ration/modification of any terms in the Bid Bond/PBG guarantee format as given in the tender document or else bid will be not 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."
- 11. Cancellation of Purchase Order

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 expiry of the satisfied delivery schedule as per Purchase Order, the Purchase Order will be treated automatically as cancelled at supplier's sile risk & cost. However, for the sake of clarity liquidated damages (Clause-27 of General Terms Conditions) and Defaun by Supplir (Clause-28 of General Terms Conditions) will be treated as given in the General Terms & Conditions of the tender of connects.

- 12. Correct Postal Address
  - Bidders are essentially required to provide coorect and latest botal, e-mail & web addresses, phone/cell/fax numbers at the time of purchase of tender documents for effective and thirdly communication, failing which in event of any non-delivery of information / communication the procuring agency will.
- 13. In case the local agent requires to offer bid from more than one principal / Manufacturer, it is mandatory to purchase separate tender document for each principal / Manufacturer, failing when 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 will become an integral part of Tender Documents and now be followed / enforced in true letter & sprit and supersede the New Sing 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 Principal / 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 bid 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 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/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.

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- 20. 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 converted will be released in Pak Rupee (PKR) to the foreign bidder or to their local agent duly authorized by the foreign principal.
- 21. SSGC will not pay invoices if they are turned in after 6 months of work completion / material delivered.
- As per FBR Regulations Ref# C.No.4 (24) IT- Budget/2021-142150-R, Dated: 23<sup>rd</sup> September, 2021 to make the payment online. Therefore, all the local manufacturers are required to provide their only one Bank Account number (IBAN number) on the 'FORM-X' attached duly signed & stamped as one time information, which shall be firm (not changeable) for all the future payment transactions.
- 23. It is mandatory for the bidders to follow all the terms and conditions given in the tender documents without any addition / deletion / amendment and submit the bid accordingly. Therefore, in this context, the bidders are requested not to give their own terms and conditions as it tantamount towards the conditional bid. Otherwise their terms and conditions will not be considered and the Purchase Order / Contract will be awarded based on only as per SSGC tender terms and conditions.
- 24. Payment:

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

(a) Purch corder No. & date	(b) Items	(c) Quantity	(d) Price	(e) Invoice value
(f) Point of delive y	(g) Delivery chal	lan indicating deli	very date, etc.	
(h) Supplier(s) are required to submit signed and stamp acknowledgement slip, Sales Tax return, Annex "C" &				
Annex "I" (which ever applicab	le) in which Sales	Tax (of relevant S	ales Tax invoice)	is paid.

Payment will be made you him 30 days of completion of stated requirements.

- 25. Joint Ventures:
  - In the event that the bidder is identified as a Joint Venture, the Company will require the joint venture agreement duly executed by the parties to the Joint venture to be submitted with the bid. The joint venture parties shall also furnish an undertaking to be jointly and severally likely for all liabilities arising out of obligation under the Purchase Order / Contract. The, Joint Venture agreement of the parties dust specify share of each partner and name of the lead partner along with their registration with the FBR, SST and KST as he case may be failure to specify these two narrations the joint venture agreement will not be entertained.
- 26. In case the insurance policy submitted by the contractor is expired during the execution of job, it is the responsibility of the user department to coordinate with the contractor to get it renewed/updated till the period the job is completed/commissioned.
  - In case the job is not completed within the given time as partle der terms and the insurance policy submitted by the contractor expires, the contractor is liable to get this insurance olicy renewed / updated immediately till the period of the job is completed / commissioned as per tender terms failing which the contractor will be responsible for any loss to SSGC.
- 27. Bidders can quote their rates on both i.e. Price Schedule as well as Bill Quantity (BoQ).
- 28. Company reserve the right to award the Purchase Order /LOI to the modely mageous bidder.
- 29. As per SRO 592(I)/2022 of PPRA Regulations, for Procurement Contract (Purchase Orders worth of Rs. 50 million and above, bidders/contractors are required to submit the Beneficial Owner's Information for Public Procurement Contracts/Purchase Orders (Annexure-I).
- 30. Incase quoted item(s) falls under SRO No. 604 (see attachment) i.e. Solar Power System V Module/Cells and allied accessories/parts/spares etc. then in that case supplier is responsible to fully comply stated to and to arrange, provide and bear all associated costs for all necessary test reports, certificates, pre-shipment inspection reports, other documents etc. (as mentioned in SRO). Further, Pre-Shipment Inspection should be from approved companies as mentioned in Appendix H of Import Policy Order (see attachment).
- 31 Fixed Bid Security Alternative Bid
  - A bidder cannot submit two bids/offers with a single fixed bid security/pay order. However, the alternative bids/offers with separate fixed bid security/pay order can be accepted, failing which the bids will be liable for rejection. 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.
- 32. Bidder will be blacklisted and henceforth cross debarred for participating in respective category of Public Procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration (which is an integral part of tender document), however, without indulging in corrupt and fraudulent practices, if in breach of obligation(s) under the Bid conditions:
  - a) The bidder have withdrawn or modified their bid during the period of bid validity as specified in the tender terms.

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- 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.
- 34. Wherever the "Rate Only" is mentioned (either on BOQ or anywhere in tender documents) the same shall only be applicable not exceeding 15% of the original procurement for the same items as given in the BOQ for package basis. In case the requirement is on item wise basis (not package basis) then not exceeding 15% of the original Procurement for the same items (on item wise basis) as given in the BOQ.
- 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 coup thive bidding if the most advantageous bidder is new local manufacturer, 10% trial order will be placed and ren aining 90% order will be awarded to the next most advantageous bidder at their own quoted rates.
- 37. Subsequent to the suance 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.
- 38. Where the Pre-shipment inspection is applicable and incase of partial shipment is required by the bidder the cost of the 1<sup>st</sup> Pre-shipment inspection will be borne by SSGC, whereas, cost of the 3<sup>rd</sup> Party inspection for the remaining shipment(s) will be borne at the bidder/manufacturer.
- 39. Purchase order value mentioned in the clause # 6 of sub-clause # 6.1 (Performance Bond) of Additional Terms for Tenders on FOB/C&F basis (Section A) 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 Dispute
  - Any bidder feeling aggrieved by any act of the pi curing agency after the submission of his bid may lodge a written complaint concerning his grievances within seven days of announcement of the technical evaluation report and five days after issuance of finar 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 to ort, 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 lage 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 ated 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
- 43. In Open Competitive Bidding Procedure where the quoted price is less than Rs. 500,000/- the Bid Bond will be retained in lieu of PBG.
- 44. In case the Bid Bond is not required, the bidder must submit the Form of Bid-Securing Declaration attached with the Tender Document else the Bid will be liable for rejection.
- 45. All Tenders floated through EPADS are to be governed by S.R.O. 296(I)/2023 dated: March 8, 2023 "E-Pak-Procurement Regulations 2023". In case of any conflict between SSGC Tender Terms / Instructions to Bidders and the PPRA EPADS Rules, the S.R.O. 296(I)/2023 will prevail.

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Dept.

#### 46. Samples:

When sample submission is required. Suppliers/bidders must submit samples:

- a) Along with the bid, if stated in the tender documents.
- b) Within the time specified in the tender.
- c) Upon request from the User Department for technical evaluation through official email/letters.

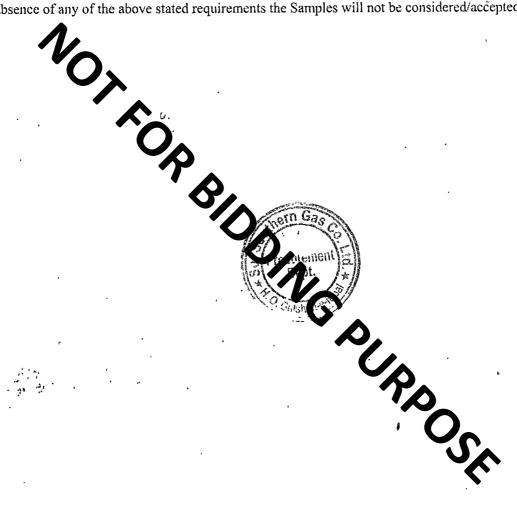
# SAMPLE SUBMISSION LOCATION/ DEPARTMENT:

All samples must be submitted to the Procurement Department - Tender Room, SSGC Head Office with Duly filled in form "Y" attached in the tender document. Samples submitted other than the Procurement Department - Tender Room, SSGC Head Office will not be considered/accepted.

## The supplier/bidder must:

- Fill in all required details (e.g., Tender No., Bidder Name, and Sample Description).
- Attach supporting documents (if required).
- Submit the completed Form-Y along with the sample.

In absence of any of the above stated requirements the Samples will not be considered/accepted.



## 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. <u>Pesidential address</u>
- 6. laibeddress
- 7. Date of which shareholding, control or interest acquired in the business.
- 8. In case of indices shareholding, control or interest being exercised through intermediary companies, entire ar other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided:

Persons/Single Member Company/Partnership Firm/Trusted/Any other Individual, Body Corporate (to be Specified)  Specified)  Persons/Single Member Company/Partnership Firm/Trusted/Any other Individual, Body Corporate (to be Specified)  Specified)  Persons/Single Member Company/Partnership Firm/Trusted/Any other Individual, Body Corporate (to be Specified)	olding shareholding, Natural Person
Date	t of BO Interest of Owns or Legal Person Controls the Legal Person or Arrangement in 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	
	9	<b>\$</b>	Total numbers of shares taken (in figures and words)					

10. Any other information incidental.

Name and signature
(Person authorized to issue notice on behalf of the corporary) Any other information incidental to or relevant to beneficial owner(s)



ANNEXURE - II

In a real total a knowledge before

WARRANTY

M/s. Sui Southern Gas C. Ad. SSGC House, Sir Shah Sule day Road Gulshan-E-lqbal, Karachi.

É-am		• •	. ♥ ,		٠.		• •	• .	
From_		<del></del>	<u> </u>	<b>4</b>	:			(FIRM'N	AME)
	·							•	
Tende	r Enquiry	No			<b>'</b> ):	Date	•		•
		•							

- 1. In case we stands as the lowest bidder and the order is placed on us against the cited tender enquiry, we hereby guarantee that the goods supplied as first above tender enquiry are in all respect in accordance with the tender specifications and the material used are in accordance with the latest approved standards and are of good workmanship dainy. Any item or part of item if found to be substandard or not meeting the specified criteria and pre-shipment / post shipment inspection report, than in such as event the Supplier hereby warrants and undertake to replace the same on DDP basis (INCOTERMS 2010) i.e. free of all cost including but not limited to transportation, taxes and levies.
- 2.—In case of our failure to replace the defective item hemove the defects free of cost within the period specified by the Purchaser, we will refund the relevant cost in waiting all other expenses incurred by the purchaser in this regard.
- 3. This warranty will remain valid for 18 months after the goods have been successfully belivered or commissioned.

Signature			•.
-		· · · ·	
Campany Stamp	. ,	• •	
Campany Statith			



	Supplier code:
	FORM-X
Bank account det	ails form for all Beneficiaries
(Mandatory requiren	nent for Digital Online Banking)
As per FBR Regulations ref # C.No.4 (24) IT-Payment online a.e.f. 01-11-2021. All benefici mandatory:	Budget/2021-142150-R dated 23 <sup>rd</sup> Sept'2021 to make the aries are required to fill in the below details, which is
Name of Firm:	
Address of Firm:	<del></del>
CNIC #:	
NTN #:	<b>0.</b>
Bank Name:	
Bank A/C Title name:	
Branch code:	<b>\Delta</b> ,
Bank A/c #:	(36 Digits)
Bank IBAN #:	
☐ Information already submitted.	
Note: Please be attached copy of Cheque / Ac	count Maintenance Certificate.(Marla cy)
[\ost_{\color}]	arn Gas C
Date:	Authorized Sign & Stamp
Note: All payments transactions will be made	on above mentioned Account details. This is only a beneficiaries. Incase if the above detail has already

submitted, please tick the box above "Information already submitted" and also ensure Form-X is

duly signed & stamped.



# FORM "Y" (SSGC – sample submission form)

SECTI	ON A: BIDDER INFORMATION
FIELD	DETAILS
Bidder Name / Firm Name	
NTN / GST No.	
Address	
Contact Person	•
Contact Number	
Email Address	
<b>U</b>	Declaration by Bidder
I/We hereby declare that the sample(s) I/We understand that failure to submit	submitted are in accordance with the tender specifications and terms. correct and complete samples may lead to disqualification.
Signature of Bidder:	
SEC	
FIELD .	DETAILS
Tender No:	
Tender Opening Date  Item(s) for which sample is submitted	
Quantity of Sample Submitted	
	cification/Description of a mple
Make:	
Brand:	
Serial No:	
Generics: size, height, weight, width:	
Other description:	
SECTION C. FOR OFFICE	E USE ONLY (TO BE FILLED BY TENDER ROOM)
FIELD	
Date & Time of Submission	DETAILS
Received By (Tender Room Staff	
Name & Sign)	
Tender Room Stamp	· ;
	3 1
Remarks (if any)	
· · · · · · · · · · · · · · · · · · ·	





# Form of Bid-Securing Declaration

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

	•	Date flore	<i>4</i> -	
		Date: [ante	(as day, month a	ind year)
		ing; pri	ember of Bidding	z process
Alternative	No.: [insert identifi	icanon No ij this is	3 a Bia for an all	!ernative]
To: [complete rame of Procurings	Agency]			4
We understand that, according	nt -	The same of the sa		
We understay I that, according	to your condition	ons, Bids must b	e supported b	v a Bid-
Securing Declar Con				
. We accept that we vil be black	disted and hencef	orth cross deban	red for partieir	hating in
respective category public pr	cocurement proce	edings for a peri	iod off/not ma	re thank
six months, if lail to and with	a bid securing d	leclaration howe	ver without in	dilging
in corrupt and fraudulent prac	tices, if we are in	breach of our o	phiestion(s) m	nder fhe
Bid conditions, because we:			,	men fine
(a) have withdrawn our Bid	of the period	l of Bid validity	specified in the	eleffer
of Bid; or		#	,,	
(b) having been notified of the	he acceptance of	our Bid by	ie Procuring	Anama
during the period of Bid	validity; (i) fa sor	refuse to sign th	e Contract: or	fii) fail
or refuse to furnish the	Performance 8 6	inty (or guaran	itee) if requir	man din
accordance with the ITB	43.			- Ct., 2. 111
We understand this Bid Securin	ig Declaration sh	all expre if we	are not the suc	cessful
Bidder, upon the earlier of (i) or	ur receipt of your	notific of the	ь of the лате	of the
successful Bidder, or (ii) twenty-	ight days after th		Bid	
No man of shall distant				1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Name of the Bidder				
Name of the person duly authori	zed to sign the Bic	con behalf of the	Bidde	<b>*</b>
	Traffice .			
Title of the person signing the Bic	The same		A. 3. Jan.	
Signature of the person named ab	pove		net	· .
Date signed	The contraction of the contracti	deval	·	
: In the case of the Bid submitted by join	od identification or decay to	 Langua af tha Tairri V		<del>-</del>
. We are cube of the piet automitted by Jon	it remails specify the	menter of the Joseff A	enture as Bidder	

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

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



# SUI SOUTHERN GAS COMPANY LIMITED PROCUREMENT DEPARTMENT

# BLACKLISTING MECHANISM (REVISION-1)

#### 1 BACKGROUND

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

#### 2 SCOPE

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

#### 3 **DEFINITION OF TERMS**

- 3.1 "Appellate Authority" Authority to Appel against issuance of Blacklisting Order. 3.2 "Appeal" - Right of firm/individual to lod est against the issuance of Blacklisting Order.
- 3.3 "Procuring Agency" Any department/division/factory/project exercising general and/or administrative control over the unit.
- 3.4 "Blacklisting Order" An administrative penalty di que fring a firm/individual from participating in procurement for a given period.
- 3.5 "Suspension" The administrative penalty imposed for infinite in committed during the competitive bidding stage, whereby such firms/individuals are bited from further participation in the bidding process of Procuring Agency.
- 3.6 "Contract Implementation" A process of undertaking a project or contract of in accordance with the contract documents.
- 3.7 "Termination of Contract" Extinction of contract by reason or resolution or reseission 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.

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#### REASONS FOR BLACKLISTING 4.

The following shall comprise the broad multilateral guidelines for blacklisting: 4.1

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 or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish bid price at artificial, non-competitive levels, and

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

procurement process or affect the execution of a contract.

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

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

Submission of applity requirements containing false information or falsified i. documents,

Submission of bids that ontain false information or falsified documents, or the ii. concealment of such imp na jon in the bids in order to influence the outcome of stage of the public bidding. eligibility screening or an

de documents for pre-qualification/ tendering i.e. Submission of unauthorized of iii.

without specific authorization in the principals/ manufacturers etc.

Failure of the firm to provide at home Warranty Undertaking and Performa iv. Invoice of the manufacturers / Principal / Toding house.

Failure of the firm to submit specific actions letter of the Original Equipment V.

Manufacturer (OEM) for participation in a particular tender;

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

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

al operform the job or viii. Withdrawal of a bid, or refusal to accept an award or reenter into contract with the government without justifiable adjudged as having submitted the Lowest Calculated Respondive Bid or Highest Rated Responsive Bid.

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

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.
- Any attempt to give illegal gratification to any representative of the purchaser to xii. 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.

#### Purchase Order / Contract Implementation Stage 4.2.2

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:

- Failure of the contractor, due solely to his fault or negligence, to mobilize and start work i. r performance within the specified period in the Letter to Proceed.
- dure by the contractor to fully and faithfully comply with its contractual obligations t valid cause, or failure by the contractor to comply with any written lawful of the Procuring Agency or its representative(s) pursuant to the implementation of the contract. For the procurement of infrastructure projects or consultancy contracts, lawful instructions include but are not limited to the following:
  - Employ em of competent technical Person(s) / Firm(s)nel, competent engineers and/or v ervisors;
  - Provision of warning signs and barricades in accordance with approved plans and specifications and o tract provisions;
  - Stockpiling in preservates of all materials and removal from the project site of waste and excess materals including broken pavement and excavated debris in accordance with approvements and specifications and contract provisions;
    Deployment of committed approvent, facilities, support staff and manpower; and

  - Renewal of the effectivity dates The performance security after its expiration during the course of contract impleeptation.
  - Non-Performance of the supplier in speet of tender terms & conditions and the f. delivery / supply of material.
- Assignment and subcontracting of the contract or any part thereof or substitution of iii. key Person(s) / Firm(s)nel named in the proposal without of or written approval by the Procuring Agency.
- For the procurement of goods, unsatisfactory progress in meiv. very of the goods by the manufacturer, supplier or distributor arising from his faut or hegligence and/or unsatisfactory or inferior quality of goods, as may be provided in the contract.
- For the procurement of consulting services, poor performance by the V. saltant of his services arising from his fault or negligence, any of the following acts by the consultant shall be construed as poor performance:
  - Defective design resulting in substantial corrective works in design and/or construction:
  - Failure to deliver critical outputs due to. consultant's fault or negligence;
  - 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 d. the consultant; and
- Submitting CV's of key Person(s) / Firm(s)nel in the prequalifying process or bid e. documents of professionals that are not in actual employment of the bidder.
- VI. For the procurement of infrastructure projects, poor performance by the contractor or unsatisfactory quality and/or progress of works arising from his fault or negligence.
- vii. Willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just

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

- In addition to above, other grounds for blacklisting of firms/individuals include but are not limited to the following:
  - ing fraudulent payments;
  - ii. Obtaining contracts by misleading the purchaser:
  - pa SSGC dues etc.;
  - iv. Failure to afill contractual obligations;
  - v. Changes in the datus of firm's ownership/partnership etc. causing dissolution
  - which existed at the type of inspection / bidding prior to original registration of the firm;
    vi. Registration of a type with a new name by the Proprietor or family or a nominee thereof of a firm that has been already blacklisted;
  - Consequential operational decages caused to SSGC equipment or infrastructure as a result of equipment or parts there of surplied on trial basis or due to failure of such equipment;
- viii. Contractors who have negotia of the Bargain under the National Accountability Ordinance 1999, or contractors involved with any other criminal proceedings conducted by any investigation agency where default has been proved specifically in relation to supplies made to or contracts concluded with SSGC
- ix. Involved in litigation or needless petition as to influence or obstruct the procurement process either on his own behalf or at the behest of lay other vested interest;
  x. A firm may be disqualified for a period extensible to two years in case a decision by a court
- is awarded against the said firm after litigation, or where a ur has on account of litigation caused substantial financial losses to SSGC;
- s ies / Divisions / Departments xi. Blacklisted by other Federal and Provincial Government M and organizations / autonomous bodies subordinate thereto; and
- tion of the concerned Blacklisting in case of Joint Venture firms will also result in ter 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:

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

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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

- The supplier or contractor who is to be blacklisted for a specified period is given adequate opportunity of being heard.
- 2. The supplier of contractor who is to be blacklisted for a specified period is called for meeting by providing adequate time, so as to given him adequate opportunity of being heard before take gain 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 her to attend the meeting on the revised date and time. Despite the final notice, if the applier 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 conversing of User, Procurement and HSE&QA departments to address the issues in the meet 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 bases on the fact of the case as well as the tender terms and conditions, and do not just the rounds of his default as per the tender terms and conditions, the approval is sought for the management for their temporary or permeant blacklisting along with encashment, bid bond or PBG as the case may be.
- 6. The decision of the management is communicated to the default applier or contractor through a formal letter.
- A copy of the letter of the defaulted supplier / contractor along with 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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- Any bidder not satisfied with the decision of the procuring agency, may lodge an appeal in the relevant court of jurisdiction.
- 10. After coming into force the procurement contracts, the dispute between the parties to the contract shall be settled by arbitration.

## 7. STATUS OF BLACKLISTED FIRM/INDIVIDUAL

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

#### 8. DELISTING

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

### 9. AMENDMENTS

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

### 10. EFFECTIVITY

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

# 11. The Steps to be Followed are as Inder

The causes and reasons to be taken into consideration for Debarment / Back a ting 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.
- 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. Extraoritary delay in signing or refusal to accept the Notification of Award and/or the contract without any cogent reason.
- ii. Misconduct, i.e., fiture to proceed with the signed contract, withdrawal of commitments, quoting an unreasonably and unfairly low financial offer and subsequently withdrawing such an offer, frue ratiog the evaluation/bidding process and not responding to written communication in a reason ble time.
- iii. Causes mentioned in Sub-Classi, ii and iii above.
- iv. Submission of fake / frivolous or nut lated Performance Guarantee or Advance Payment Guarantee etc.
- V. Non-satisfactory performance during the exception of the contract / purchase order.
- vi. Non-performance or Breach of provisions / clures of the contract agreements/tender terms.
- vii. Notwithstanding the warranty/defect liability period, any defect in a product, equipment, plant, facility or services rendered that may subsequently survive during field operations within 5 years of its commissioning.
- viii. Failure to honour obligations within warranty period or defect liability tried 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 Bitting Documents shall be issued against original authority letter or in case of scanned copy, the email of the foreign bidder shall be enclosed. However, at the time of bidding, the original afficient shall be attached with the bid. In the absence of the same, the bid shall be rejected.
  - 4. FORMULATION of SSGC's Rights Protection Committee: A permanent Committee namely "SSGC's Rights Protect on Committee (RPC or Committee)" shall examine the justification of the reasons given by the Point Authority prior to blacklisting. Member of RPC must be one grade up from the member of A.

# 5. PROCEDURE FOR BLACK 1 19 IG

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

## 6. INITIATION OF AN ACTION

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

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

#### 7. DECISION

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

## 8. COMMUNICATION OF DECISION

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

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

Institution (donor agency), the period of temp of the blacklisting/debarment shall be for a maximum period of 3 years or the time period of which the concerned government department/International Financial Institution (Do of Agency) debarted the contractor (whichever is higher). However the permanent blacklisting of the period of the revived.

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

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

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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 BURBOSK

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## PRICE SCHEDULE FOR GOODS TO BE OFFERED OUTSIDE PAKISTAN

TENDER ENQUIRY NO: SSGC/FP/ 14077

Section-3

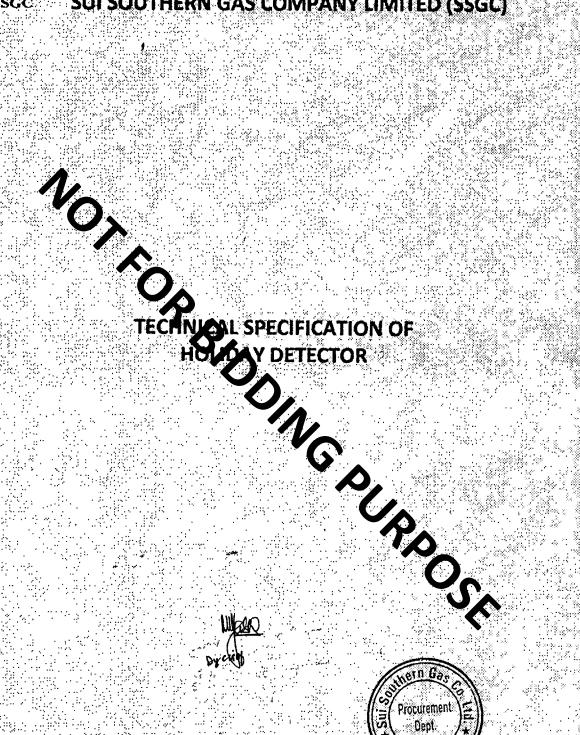
									- Only for loca	ai manutacturer
Sr. No	Description	Country of Origin / Make / Brand	Qty	Unit	Unit FOB price Port of Loading	Total FOB Cost / Item (COL 4x6)	Unit Price C&F (Port of Entry Karachi)	Total C&F Port of Entry) (COL 4x8)	Unit FOR Price	Total FOR Price (COL 4x10)
1	2	3	4	5	6	7	8	9	10	11
1	HOLIDAY DETECTOR  [ 1 ] CC639006 HIGH VOLTAGE HOLIDAY DETECTOR, CAPABLE TO PRODUCE PULSE DC VOLTAGE RANGES FROM 0.5 KV TO 35 KV, SINGLE BATTERY OPERATED, EXTERNAL BATTERY CHARGER INPUT: 220/240 VOLTS AC, 50 Hz, 1 KV TO 35 KV (AS PER SPEC-2025-26)	:	1	Each						
		10 weeks delivery a			PO/LC/					
		SECURITY USD 285		•						
	NOTE TO SUPPLIER: *****Cording to considered as local manufacturer for	o SRO827(1)2001, "	'engineeri	ng goods"	means good	I specified in	n CGO11/20 list	007, as per	SRO the bi	dder will be
	ORTANT	the engineering got	ous II cisell	mannes an	e appearing	in the Coo	ii)			
	aw your special attention to :	•								
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2. Pr	oforma Invoice of the principal is manda	ry required to be subr	nitted by th	e Supplier v	which shall ma	atch with the	orice schedu	le.		
	case when bidder submit alternate bids a offer shall remain valid up to 120 days fr									
	ne prices on FOB and C&F (PNSC freight to							iven above.		
	llowing information shall be mentioned in	the bid.			•	•				
	) Country of Origin (b) Port of Shipm	nent (Echiator	Gross weig	ht / Volume	! ! Did Fausa Tu	nll aluar manatas		والمساورة المتاسرة	معامم بسميناها	dula aluan an
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3. Ā	y Bidder who change/amend the BOQ or	Price Schedule (D. scri	📤 –		tc.) will rende	r the bid as co	onditional bio	and will be	liable for rej	ection.
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SECTION-4

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SSGC

SUI SOUTHERN GAS COMPANY LIMITED (SSGC)



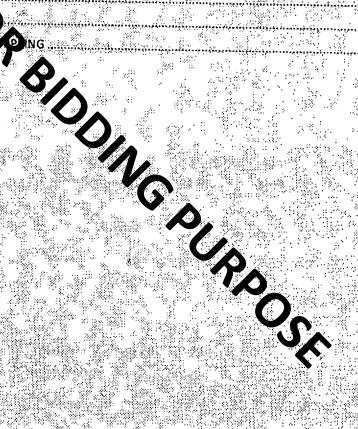


Technical Specification for Holiday Detector

Spec. No. HOD-SPE-TN-1706 Rev. On

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Contactor Contact





SCOPE

The purpose of this specification is to describe the minimum functional and technical requirements for selection, manufacturing, supply/procurement, and shipping of Holiday Detector, its material and accessories for exothermic welding (cable connections with pipes); used in Cathodic Protection System (CP) for underground piping/pipeline for natural gas service.

#### 1.1 Definitions

Where used in this specification, the following terms shall have the meanings indicated below unless otherwise clearly indicated by context of their use.

4		Sui Southern Gas Company Ltd. (SSGC)
1	Client/Owner/Company/ Purchaser	201 200016(1) Gaz Combana con (020c)
L		
•	on actor	Vendor/Supplier/Manufacturer
:.		, C. 1. C. 1

#### 1.2 Errors or Omissions

The review and comment by OWNER of any CONTRACTOR's procedures or documents shall only indicate acceptance of general requirements and shall not relieve the CONTR of DR of its obligations to comply with the requirements of this specification and other related parts of the Contract Documents.

Any errors or omissions not educy the CONTRACTOR in this Specification shall be immediately brought to the step of OWNER.

#### 1.3 Deviations

All deviations to this Specification and other elated specifications or attachments shall be brought to the knowledge of the OWNER of the Sid. Deviations made w.r.t. selection, manufacturing, supply/procurement, and tologing of Holiday Detector and its accessories shall be with written approval of the Converse Such deviations shall be shown in the documentation prepared by the CONVER.

## **Conflicting Requirements**

In the event of conflict, inconsistency or ambiguity between the CONTRACTOR's scope of work, this Specification, and governing Codes & Standards, the CONTRACTOR shall refer to the OWNER whose decision shall prevail.

### 1.4 Reporting Procedure

A reporting and documentation system shall be agreed between the OWN R and the CONTRACTOR for the status of selection, manufacturing, supply/ procurement,

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		Mr. Zahid Hussalh (Corrosion Control Dept.)	
	Reviewed By		15
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		GM (Corrosion Control Dept.)	\
:	Approved By		V
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Technical Specification for Hollday Detector

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inspection, testing and shipment of the material to be supplied under this specification.

# 1.5 Service Conditions

As a minimum requirement, the equipment/material selection shall take into account the following extreme climate conditions:

## TE AND ENVIRONMENT CONDITION

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## 1.6 ABBREVIATIONS/SYMBOL

For the purpose of this document, the words and expressions listed below shall have the meanings assigned to them as it llows:

ABBREVIATION	T (VF)
NACE	Nationa A sociation of Corrosion Engineers
. ASTM.	American So, ie y for Testing and Materials
leee	Institute of Electrical applied ectronics Engineers:
EEC	Publications and European C in a sion directives.
EMC	Electro-Magnetic Compatibility
нт	High Tension
<b>W</b>	Kilo-Volt
AC	Alternating Current
bc	Direct Current
HZ	Hertz

Mr. Zahid Hussain (Corrosion Control Dept.)

Reviewed By

GM (Corrosion Control Dept.)

Approved By

Sarvasion Cépticol Darrasion Cépticol Diri Verseptico Cepticol Procurement Dept



Technical Specification for Holiday Detector

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#### 2 CODES & STANDARDS

The CONTRACTOR/VENDOR shall meet or exceed the requirements of the latest edition of the following applicable codes, regulations and standards, except as superseded herein. In the event of a conflict between this specification and other ecifications or correspondence, the OWNER shall be consulted and a ruling, in ang, shall be obtained before any work is started.

NE USTRY CODES AND STANDARDS

STANDARD CODE	DESCRIPTION
	Discontinuity (Haliday) Testing of New
NACE SP0188(form trly) P0188)	Protective Coatings on Conductive Substrates
NACE SP0274 (formerly RP0271)	High Voltage Electrical Inspection of
ASTM G62	Pipeline Coatings Prior to Installation Standard Test Methods for Holiday
	Detection in Pipeline Coatings

2.2 Approval shall be sought from the OWNLR of written in case of any deviation from this specification. Such written approval must be obtained prior to the commencement of any work which would constitute such a deviation.

## 3 MANDATORY REQUIREMENTS

- 3.1 Bids are invited directly from the SUPPLIER/VENDOR/ Manuactory or their authorized local agents in Pakistan. Beside local agent, principle involvement would be acceptable as regional Sales Representative, if applicable. However, if any case, Bids from stockiest and Brokers will be subjected to approval of OWNER.
- 3.2 The SUPPLIER/VENDOR/Local agents are required to submit valid authorization letter from the Manufacturer (OEM); failing to provide will make Bid non-compliance and shall be liable for rejection.

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- 3.3 The Bidder shall provide a clear and concise, clause by clause, compliance or exception (with detail) commentary to these technical specifications duly signed and stamped by Manufacturer (compulsory) along with Local Agent/Principal which is mandatory for technical evaluation, failing to submit this document may be considered non responsive.
- 3.4 he Bidder shall quote and provide price list of recommended spares for the Holiday rector for two years of operation along with the Bidding document.
- 3.5 Holida (Refector shall comply with the requirement of this specification, if do not strictly amply with the requirements of this specification are liable for rejection.
- 3.6 ORIGINAL PAHNICAL LITERATURE
- 3.6.1 The Bidder ship is mit with his Bid, detailed printed technical literature (in original) comprising the detail (a) the Holiday Detector to this specification:
- 3.6.2 Bids to be submitted for the quoted items (offered material) shall comply with the requirement of this specific does complete in all respect, failing to compliance with the given specification requirement at all subject to rejection.

#### 3.7 SALES TRACK RECORDS

The Bidder shall submit the supporting documents of sales track record for the offered Holiday Detector including copies of percord e order/satisfactory certificate of five (5) different end users related to Oil & Gas Section with similar requirement along with their email (email address of end user's company slomain), fax & telephone numbers/address to whom they have supplied the offered Holiday Detector within the last five (05) years.

## 4 TECHNICAL REQUIREMENT

- 4.1 GENERAL
- 4.1.1 This specification covers utilization of Holiday Detector intended to perform the holiday testing of underground piping of natural gas application.
- 4.1.2 The Holiday Detector shall be capable to perform the Holiday Testing and Soltage Spark Testing in accordance with applicable codes and standards (NACE R 9188 latest edition) as listed in section-3:
- 4.1.3 The CONTRACTOR/VENDOR shall be responsible for the operability and fitness for service of the Holiday Detector and accessories supplied under this Specification.
- 4.1.4 The accessories of Holiday Detector shall preferably be supplied from a same.

  VENDOR/Manufacturer.
- 4.1.5 The CONTRACTOR/VENDOR shall ensure that the offered Holiday Detector shall be

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\* THE HOLD CONSTRUCT



Spec. No. HOD-SPE-TN-1706 Rev. 00

rugged, shock proof and water resistant design to ensure long life even work in harsh environments.

- 4.1.6 The CONTRACTOR/VENDOR shall provide the following particulars of the Holiday Detector:
  - Make, Type or Series
  - Output Voltage Range
  - Diameter of Full Circle Spring for Piping 111.
  - Inout Voltage of Battery Charger
  - General Arrangement Drawing/Dimensional Drawing
  - Details of Rechargeable, Maintenance Free Seales Battery
  - Manufacturer's Mark
  - DEM Country of Origin

## PETECTOR TYPE

- Holiday Detector shall be Pulse type to produce high pitched acoustic signal in holiday in coaltar/asphalt enamel extruded coatings or tapes, solid state struction portable and light weight, fully transistorized with output voltage range of 0.8 to 20kV.
- The Holiday Detect ligital display shall be super bright LED type.
- The Holiday Detector shall be ergonomic designed with safety handle. ali.
- The Holiday Detector shall engrate audio and visual alarm. iil.
- W, The Holiday Detector shall be supped with buttons and volumes to adjust the voltage and audio.
- Accuracy ±5% of reading or ±50.0
- Wide adjustable output voltage range Vî.
- vii. Safety switch to cut automatic voltage in ca earth automatically cut off the output if either the probe or earth lead are disconne red
- Meets the EMC directive 89/336/EEC, amende vili. EC and 93/68/EEC

#### 4.3 BATTERY AND CHARGER

- Battery operation time 08 Hours.
- Battery shall be 12VDC rechargeable and shall be maintenance ealed type.
- ìff. Battery charger input voltage shall be 220VAC/50Hz with 10%4
- ίν. The Battery charger will have an amber LED on while charging an green when charged.
- Fully discharged battery shall be fully charged with in 4-8 hours:

#### ACCESSORIES

Adjustable length probe handle 2-meter long, high-voltage silicon-rubber lead.

Reviewed By	Mr. Zahid Hussain (Corresion Control Dept	5	
Approved By	GM (Corrosion Control Dept.)		

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Spēc. No. HOD-SPE-TN-1706 Rev. **0**0

- ii. Earthing lead/cable shall be 7meter long with Clamp.
- iii, Full circle spring electrodes for 12", 16", 18", 20", 24", 30" & 42"dia. Pipelines.
- iv. Cable wire brush.
- v. Rugged carrying case (water proof hard case with foam) along with leather belt,

#### A S SDARE

- i One no 12 VDC rechargeable maintenance free battery along with case.
- 4.6 MANUALCATALOGUES

Technic operating manuals along with product catalogues

#### 4.7 MATERIAL STILLCATION

A copy of an interested dent testing laboratory's report (if required by OWNER) to certify the conformance of the offered material i.e. Holiday Detector to the preceding requirement shall be urnished at no extra cost.

#### 4.8 TRAINING

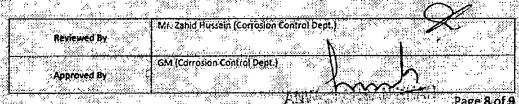
The CONTRACTOR's/VENDOR's Manufacturer/Local agent shall be responsible for training of the offered product of an ay Detector. This shall constitute the provision of necessary training session regarding working/key features of the offered equipment to the COMPANY's/OWNER's designated of the cost.

## 5 DOCUMENTS

- 5.1 The CONTRACTOR/VENDOR shall submit the following tails / documentation for the offered material i-e Holiday Detector and it's accessories of compliance with this technical specification at the time of Bidding:
  - i. Scale Drawings with Parts Lists and Material Data.
  - ii. Test inspection and Material Certificates.
  - iii. General Arrangement Diagram (GA).
  - iv. Technical Literature
  - v. Material Safety Data Sheet (MSDS)
  - vi. Safety: Guidelines/Operation and Maintenance Instructions (user many all) of the Holiday Detector and its Accessories.

## **6 RESERVATIONS**

The OWNER reserves the right to increase, decrease and delete the quantity of all the Items given herein the Schedule of Requirement (SOR).



Correspondent (1973)





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#### 7 GUARANTEE

The CONTRACTOR/VENDOR shall guarantee that the offered material i- e. Holiday Detector and its accessories shall be new, unused, and of adequate size and capacity, and satisfactorily fulfill the material characteristics as specified. Should any defect in material found at arrival of shipment, the CONTRACTOR/VENDOR/Manufacturer shall make all necessary replacements of defective material at his own cost including of transportation.

## 8 PACKAGING AND SHIPPING

- Preparation for shipment shall be in accordance with the CONTRACTOR/VENDOR'S and as noted herein. The CONTRACTOR/VENDOR shall be solely responsible to the adequacy of the preparation for shipment provisions with respect to materials any application, and to provide equipment at the destination in ex-works constant then handled by commercial carriers.
- 8.2 Material shall a packed properly as per the CONTRACTOR'S/VENDOR'S standard; adequate protects shall be provided to prevent mechanical damage in transit and at the jobsite.
- 8.3. Preparation for shipm int and packing will be subject to inspection and rejection by OWNER'S/CONTRACTOR'S as ectors (if required). All costs occasioned by such rejection shall be to the action of the CONTRACTOR/VENDOR.
- 8.4 Material shall be identified by item number and service and marked with the CONTRACTOR'S/ VENDOR'S/ OWNER'S curchase order number (P.O No.); tag number, and weight, both inside and outside or examinatividual package. A bill of material shall be enclosed in each package.
- 8.5 One complete set of the user manuals comprising the details wirlt material safety guidelines, material safety data sheets, and material in victions shall be packed in the boxes or crates with supplied material.

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# AFFIDAVIT OF COMPLIANCE WITH INTEGRATED MANAGEMENT SYSTEM (IMS) MANUAL

-		[Supplier's Authorized	nepresentative rui
Name]		(Supplier Company Na	me], with principal
	located at		
[Full A	Address], do hereby solemnly affirm an	nd declare as follows:	
1.	That I am the duly authorized repre Company Name], and have the legal company.		[Supplier ion on behalf of the
2.	That I confirm having accessed, read System (IMS) Manual provided by So official website [https://www.ssgc.com/mannual-1-1.pdf].	ui Southern Gas Company Limit	ed (SSGC), available
3.	Tha	[Sunnline	Company Name]
	agreed to comply fully with all the policy in a sure that all aware of and comply with the same.	relevant employees, contractors	sibilities outlined in s, and agents are ma
4.	That	[Supplier Com	pany Name]
r	including but not limited to financial termination of business with Sui Dut	with the IMS Manual may result penalties as per SSGC policy and thern Gas Company Limited (SSG	suspension or GC).
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