

# Checklist for Bidders

Enquiry #: 13828 Opening Date: \_\_\_\_\_ Time: \_\_\_\_\_

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

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

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

## Note:

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

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



Bidders Authorized Representative



# Sui Southern Gas Company Limited

**Ref. No.** SSGC / SC / 13828

**Date :** June - 12, 2025

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

## **PROVIDING GARDENING SERVICES AT SSGC HEAD OFFICE, CRD, MEDICAL AND CAR PARKING BUILDINGS**

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

**Under Single Stage One Envelope Bidding Procedure**

**Tender Enquiry No. SSGC / SC / PT /EPADS / 13828**

### **SECTION - I**

### **Invitation to Bid**

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

Sui Southern Gas Company Limited (SSGC) intends to carry out the work related to Providing Gardening Services at SSGC Head Office, CRD Building , Medical Center and Car Parking Buildings with Material, Tools/Equipment Transportation & Labor Charges, (as per BOQ/ Scope of Work) (Having valid Trade License for Gardening / Landscaping issued by local / Provincial Government) (Under Single Stage One Envelope Bidding Procedure) (On Complete Package Basis)

**The priced bids shall be submitted along with FIXED Bid Bond Rs.100,000 (One Hundred Thousand Rupees Only) in the form of Pay order / Demand Draft in favor of Sui Southern Gas Company Limited. No bid shall be entertained without bid bond / earnest money.**

The tender documents comprise the following:

<b>Section - I</b>	Invitation to bid.
<b>Section - II</b>	Instructions to bidders
<b>Section - III</b>	Scope of Work(Terms of Reference)/Special Terms & Conditions
<b>Section - IV</b>	Special Condition of Tender Document /General Terms & Conditions
<b>Section - V</b>	Bid Bond Format/Performance Bond
<b>Section - VI</b>	Format of Declaration/Contract Form/Form X/Annexure I/ Form of Bid Securing Declaration
<b>Section - VII</b>	Bill of Quantities (BOQs)/ Bid Form
<b>Section - VIII</b>	Blacklisting Mechanism/HSE Manual/SSGC W-05



Bids will be submitted at:

**Procurement Department  
Sui Southern Gas Company Limited,  
Tender Room (Ground Floor of CRD Building)  
Gulshan-e-Iqbal,  
Sir Shah Mohammad Suleman Road,  
Karachi  
Tel # 99021238, 99021223,**

On or before **27-06-2025** at **1200** hours. The bids will be publicly opened at **1230** hours on same day at the above address, in the presence of bidders and / or their authorized agents who may wish to attend. Bids submitted after deadline of bid submission will not be entertained. Bids must be submitted in sealed envelopes provided with the tender documents, indicating Tender Enquiry number, due date & time on the face of the envelope, in addition to the required details of name, address & contact details of the quoting company.



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

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

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

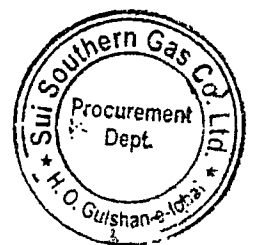
The Company will appreciate confirmation by fax, addressed to General Manager (Procurement), Fax No. 99231583 of your intention to submit the bid.

**The advertisement is also published in PPRA ( [www.ppra.org.net](http://www.ppra.org.net) ) & SSGC ( [www.ssgc.com.pk](http://www.ssgc.com.pk) ) websites respectively.**

  
For **General Manager (Procurement)**  


## SECTION - II

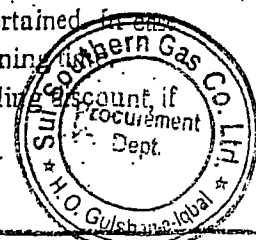
# INSTRUCTIONS TO BIDDERS



## SECTION - II

### Instructions to Bidders

1. All rates quoted in the prescribed SOR / BOQ shall be firm, irrevocable and not subject to change or escalation on any account what so ever. No modification, alteration or deletion in the bid will be accepted after the bid opening time.
2. Sealed Bids shall be received at Company's Head Office, ST-4/B, Block - 14, Sir Shah Suleman Road, Gulshan-e-Iqbal, Karachi, up to specified time & date and will be opened publicly at specified time & date, in the presence of Bidders or their authorized representative who choose to attend. In case the bid opening date falls on a holiday or due to some unavoidable circumstances, it is not possible to open on scheduled date, it will be opened on next working day at the same time.
3. All original bid documents accompanied with the bid bond shall be submitted by the Bidder in the envelope provided with tender documents. The sealed Bids must be submitted at the address stated above in person or by courier or by any other means but it shall be the Bidder's responsibility to ensure that Bids so submitted are delivered to the above address before the specified Bid opening date and time. The Company shall not be held responsible in any way for late receipt of Bids or their confidentiality. Bids received after the Bid closing time shall not be considered, and will be returned to the Bidder unopened.
4. In Case of single stage two envelop bidding system (if mentioned in press advertisement & Tender document), sealed technical offer & sealed bid shall be submitted in separate envelops (bid bond will be enclosed with "Financial" bid unless and until specified separately in tender terms). "Technical" and "Financial" is to be mentioned on the top of the envelop. Technical offers will be opened and evaluated first. Financial offer of only technically complaint bidders will be opened at a later intimated date in presence of bidder's representative. Financial offers of technically non-complaint bidders will be returned un-opened along with their bid bond.
5. The Bid should be signed by a person having the authority for this purpose. In case of a bid submitted by a corporate entity, the same shall bear its seal and be duly signed by its secretary.
6. Bids shall be submitted strictly in accordance with the requirements of the Tender Documents and as per specifications.
7. Bid shall remain valid for acceptance for a period of (120) days from the date of public opening of the bids.
8. The Company shall not reimburse any expenses incurred in preparation of Bids.
9. The Bid and all subsequent correspondence shall be in the English language.
10. Payment for the Contracted Work / Services will be made in Pakistani Rupees only. The rates quoted by the Bidder shall therefore, be in Pakistani Rupees.
11. In case of any queries / clarification with regard to this Tender, the same may be forwarded to Procurement Department upto 5 days before the bid opening date, thereafter the request will not be considered.
12. The Company reserves the right to reject any or all Bids without assigning any reason and cancel the bidding process. Company also reserves the right to accept the whole or a part of Bid and does not bind itself to accept the lowest or any particular Bid.
13. In case of any conflict between the Special Terms & Conditions and elsewhere in the tender documents the Special Term & Conditions, will supersede & prevail.
14. Each and every page of the bid documents being submitted by the bidders shall be signed and stamped failing which the bid may be liable for rejection.
15. All documentary evidence required for evaluation of bid should be submitted along with the bid in absence of any documentary evidence no marks will be awarded in accordance to the evaluation criteria.
16. In order to maintain cordial business relation and as per ethical business approach, please provide the justification in case of your non participation on our Fax # 99231583 & Email [mmte@ssgc.com.pk](mailto:mmte@ssgc.com.pk).
17. Conditional Bid will not be accepted and liable to be rejected.
18. The quoted unit price and corresponding total amount shall be inclusive of all duties and Taxes and excluding provincial Sales Tax as per provincial laws.
19. Sealed bids shall be mailed/submitted/dropped in tender box placed at Tender Room, CRD Building, SSGC Head Office. Bids are to be delivered on or before closing time after which bid will not be entertained. If a bid is sent through courier, the same shall be delivered at least half an hour before scheduled opening time.
20. Price given in the Bid Form/BOQ is firm which shall take into account all relevant factors including discount if any. Discount / escalation given separately at the time of bid opening will not be considered.
21. The bidders are required to fill form SSFW-05 (if deemed required) and submit with the bid.



**PROVIDING GARDENING SERVICES AT SSGC HEAD OFFICE, CRD MEDICAL  
AND CAR PARKING BUILDINGS**

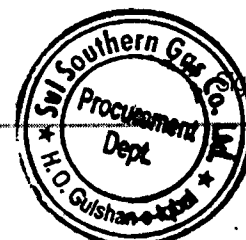
**SECTION ~~VI~~  
SCOPE OF WORK / TERMS OF REFERENCES**

1. **SSGC Premises included in the Scope of Work:** The Service Provider shall provide gardening services at the following SSGC office locations / premises.
- (1) **SSGC Main Head Complex** located at ST-4/B, Block-14, Sir Shah Suleman Road opposite Expo Centre Karachi which comprises the following buildings / premises:
- (a) SSGC Main Head Office Building which is a ground plus nine storey building including basement level-A and level-B.
- (b) SSGC CRD Building which is a ground plus one storey building including mezzanine floor.
- (c) SSGC Medical building which is a ground plus three storey building including CBA union office
2. **Details of Existing Plants at SSGC Head Office, CRD and Medical Buildings:** Presently there are approx. 400 indoor plants at SSGC Head Office building, CRD and Medical building which includes a collection from Cane Palm, Areca Palm, China Palm, Malaysia Palm, Lady Palm, Money Plant, Aglaonema, Dracaena, Kewra etc.
- The outdoor plants / trees at SSGC Head Office include Ulta Ashok Tree / False Ashoka (Monoon longifolium), Cycas Palm / Cycas Revoluta, Ixora Plant, Kangi Palm, Champa (Plumberia Alba), Ficus etc. including American grass at ground floor of Head Office building.

**ROUTINE GARDENING SERVICES  
AS PER SECTION-A OF B.O.Q.**

3. **Details of Routine Gardening Services (Section-A of B.O.Q):** The Service Provider shall provide gardening services along with gardening tools, equipment, material, transportation and labour charges at above mentioned locations **from 08:00 am to 05:00 pm from Monday to Saturday** through skilled and experienced workforce. The routine gardening services as given in Section-A of the B.O.Q include the following:
- (1) **Watering of Plants/Lawns:** Watering of indoor / outdoor plants and lawns through house pipe, buckets/sprinklers etc. in a safe and secure manner. Water for this purpose will be provided by the Company free of cost. However, hose pipe, buckets / sprinkler etc. shall be provided by the service provider. Cleaning eaves of indoor plants with wet / damp microfiber duster and plucking of dead leaves is also included in the scope of work.

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Signature of Bidder

**PROVIDING GARDENING SERVICES AT SSGC HEAD OFFICE, CRD MEDICAL  
AND CAR PARKING BUILDINGS**

**Frequency / Timing of the Service/ Job:** The above service / job must be carried out at least once in a day as per timings specified by the company representative.

- (2) **Pesticides / Fumigation of plants:** The service provider shall carryout pesticides / fumigation of all indoor/outdoor plants, trees and lawn area through approved chemicals / pesticides.

**Frequency / Timing of the Service/ Job:** The above service / job must be carried out at least once in two weeks (bi-weekly basis) as per timings specified by the company representative.

- (3) **Shifting of indoor/outdoor plants & planters:** The service provider shall be responsible to shift the existing as well as additionally acquired indoor/outdoor plants and planters from one floor/location within the company to another floor / location as and when advised by the Company Representative.

**Frequency / Timing of the Service/ Job:** The service provider will shift / move plants and planters from one floor / location within the company to another floor location as and when required /advised by the company representative.

- (4) **Trimming/cutting of Trees/Plants:** Trimming / cutting of big size plants/trees to keep these trees/plants in good shape is also included. Plants / trees inside the company premises and on front side of the main Head Office building facing Sir Shah Suleman road are included in the scope of work. Gardening tools such as big size scissors, cutters, knives, ax, handsaw, electric powered grass trimers, grass edge cutters and plant shapers etc. shall be provided by the service provider.

**Frequency / Timing of the Service/ Job:** The above service / job must be carried out at least once in ten days as per timings specified by the company representative.

- (5) **Collection and Disposal of Garden Waste:** The service provider shall be responsible for plucking / collection of dead leaves/grass and other garden waste and disposal of the same outside the Company premises.

**Frequency / Timing of the Service/ Job:** The service provider must collect all dead leaves / stems and other garden waste and shall dispose of the same outside the company premises on daily basis as per timings specified by the company representative.

- (6) **Mowing of Grass (SSGC Head Office Only):** Mowing and leveling of grass / lawns through electric powered grass mowing / grass trimmer machine at SSGC Head Office only. Electric Powered Grass Mowing / Trimming Machines of good quality shall be provided by the Service Provider.

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Signature of Bidder

**PROVIDING GARDENING SERVICES AT SSGC HEAD OFFICE, CRD MEDICAL  
AND CAR PARKING BUILDINGS**

**Frequency / Timing of the Service/ Job:** The above service / job must be carried out at least once in ten days as per timings specified by the company representative.

- (7) **Replacement of dead grass / ground cover plants (SSGC Head Office only):** The service provider will be responsible for proper maintenance and care of the existing grass / lawns including ground cover plants at SSGC Head Office only. However, in case any portion of the existing grass or ground cover plants dies/ perishes during the contract period, the service provider shall be responsible to immediately replace the same with new grass/ground cover plant of the same species/quality. No extra/additional payment will be made for this jobs.

**Frequency / Timing of the Service/ Job:** The service provider will inspect the grass / ground cover on daily basis and will immediately replace the dead grass / ground as and when\*required.

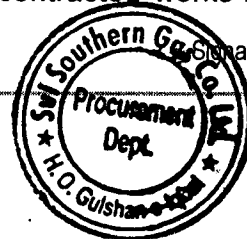
**ON-DEMAND GARDENING SERVICES FOR SUPPLY OF  
PLANTS / GARDENING MATERIAL AS PER SECTION-B OF  
B.O.Q.**

4. **Details of on-demand gardening services:** The on-demand gardening services as given in Section-B of the B.O.Q include supply and placing of indoor / outdoor plants and related gardening material which will be provided by the service provider as and when demanded by the company. The gardening material and plants to be provided by the service provider on demand include the following:
- (1) **Sweet Garden Soil:** Supply and spreading/replacing sweet garden soil as per details given in the B.O.Q.
  - (2) **Garden Manure (cow dung):** Supply and spreading of garden manure (cow dung) as per details given in the B.O.Q.
  - (3) **Seasonal Flowers:** Supply and placing of potted seasonal flowers as per details given in the B.O.Q.
  - (4) **Indoor / outdoor Plants:** Supply and placing indoor and outdoor plants as per details given in the B.O.Q.
  - (5) **Cemented Planters:** Supply and placing cemented planters as per B.O.Q.
5. The service provider shall ensure that during long weekends/holidays or in the event of any public/religious/local holidays declared by the Government, the cycle of routine work on daily / weekly basis shall not be disturbed.
6. All types of consumable and non-consumable material, tools, machinery, equipment and labour/manpower required for the contracted works / services

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Signature of Bidder



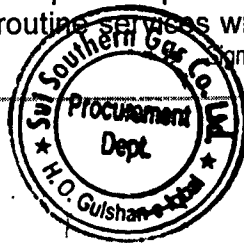
**PROVIDING GARDENING SERVICES AT SSGC HEAD OFFICE, CRD MEDICAL  
AND CAR PARKING BUILDINGS**

shall be provided by the service provider in sufficient quantity at his/her own cost and risk to meet the prescribed services under this contract.

7. The service provider shall make security arrangement for his own material, tools and equipment.
8. In normal situation, the Service Provider will provide gardening services as per details / frequency given against each gardening activity. However, in case of any emergency situation or operational requirements, the company representative can change / revise the schedule / frequency of any of the gardening service / activity and the Service Provider will be bound to provide services as per revised schedule and frequency.
9. **Services in Emergency Situations:** In addition to the above mentioned routine gardening services, the Service Provider will also be responsible to provide gardening services during scheduled or unscheduled events / functions of the company as per company's operational requirements.
10. **Gardening Material / Tools / Equipment:** The Service Provider will be responsible to provide the following gardening material / tools / equipment of A1 / prime quality to his gardeners deputed at SSGC premises for performing the gardening services:
  - Hose Pipes
  - Electric Powered Grass Mowing Machine
  - Electric Grass Trimmer / Plant Trimmer / Edge Trimmer
  - Scissors / Cutters / Knives
  - Ax / Spade / Shovel
  - Wheelbarrow
  - Handsaw
  - Sprinklers
  - Other miscellaneous items required for the gardening services as and when advised by the company representative.
11. **Supervision of the Works / Services by the Service Provider:** The Service Provider shall be responsible to provide the gardening services as per schedule / timings under his own supervision and no assistance whatsoever will be provided by SSGC at any location.
12. **Compliance with HSE policy of SSGC:** The Service Provider shall be legally bound to comply with HSE policy of SSGC and shall obtain Permit to Work (PTW) from HSE&QA Department of SSGC before commencing any work / service where PTW is applicable / required.
13. **Payment to the Contractor for Works/Services:** Payment to the contractor will be made as follows:

- (1) **Payment for Routine Gardening Services (Section-A):** The works/services mentioned in Section-A of the B.O.Q will be provided by the contractor on daily/weekly / monthly basis as per scope of work and payment to the contractor on account of such routine services will be made

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**PROVIDING GARDENING SERVICES AT SSGC HEAD OFFICE, CRD MEDICAL  
AND CAR PARKING BUILDINGS**

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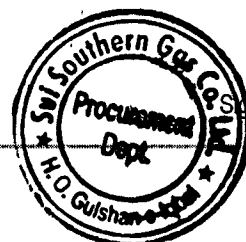
at the end of each calendar month subject to satisfactory performance of the contractor. The contractor shall submit by 5<sup>th</sup> of each calendar month, the bill / invoice for the previous month on account of the routine gardening services.

- (2) **Payment for supply of plants and gardening material (Section-B):**  
Plants and gardening material mentioned in Section-B of the B.O.Q will be provided by the contractor on demand i.e. as and when required by the Company for which a separate written 'work order' will be issued to the contractor by the company representative. Payment to the contractor for supply of the required plants and gardening material will be made as per actual quantities in accordance with the unit rates quoted by the bidder.

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[11]



Signature of Bidder

**PROVIDING GARDENING SERVICES AT SSGC HEAD OFFICE, CRD MEDICAL  
AND CAR PARKING BUILDINGS**

**SECTION ~~VI~~  
SPECIAL TERMS & CONDITIONS**

1. **Technical Evaluation Criteria / Mandatory Requirements:-** Following are the mandatory requirements / documents for all bidders who wish to participate in the bidding process for gardening service.

- a) Copy of Valid NTN Certificate
- b) Copy of Valid Sindh Sales Tax (SST) Certificate
- c) Copy of Valid Trade License for Gardening / Landscaping Works issued by local / Provincial Government.
- d) Copy of Bank Statement (01 year)
- e) Income Tax Return for the period 2023-24 or latest.
- f) Proof of relevant work experience of minimum 02 years with Government / Semi Government Departments / Autonomous bodies.

**Note:** Bidders who fail to furnish the abovementioned mandatory requirements / documents will be declared technically non-complaint and their bids will be not be considered for commercial evaluation.

2. **Representative of the Company:** HoD (Admin Services) or a person nominated / deputed by him will be the representative of the Company for implementation of the contracted works/services at work site. The Service Provider shall take instructions and directions only from the Company representative on all matters relating to the contracted works/services.
3. **Representative of the Service Provider:** The Service Provider, before commencing the job, will have to nominate his representative for each location for coordination between SSGC and the Service Provider for all matters relating to contracted works / services under this tender.
4. **SSGC Office Locations / Premises Where Gardening Services are to be Provided:** The service provider will provide gardening services as per details given in the scope of work at the following SSGC office locations / premises therefore the prospective bidders are encouraged to visit all the locations to physically inspect the work site and assess the quantum and nature of work, access to work site, availability of material, law & order conditions and other requirements before submitting the bid. Submission of the bid shall be prima facie evidence that the bidders have fulfilled this requirement.

- (1) **SSGC Main Head Complex** located at ST-4/B, Block-14, Sir Shah Suleman Road opposite Expo Centre Karachi which comprises the following buildings / premises:

- (a) SSGC Main Head Office Building which is a ground plus nine storey building including basement level-A & level-B, and Ground floor Car Parking Building.
- (b) SSGC CRD Building which is a ground plus one storey building including mezzanine floor.

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*[Handwritten Signature]*



[1]



Signature of Bidder

**PROVIDING GARDENING SERVICES AT SSGC HEAD OFFICE, CRD MEDICAL  
AND CAR PARKING BUILDINGS**

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(c) SSGC Medical building which is a ground plus three storey building including CBA union office

5. **Award of Contract on One Complete Package Basis:** The contract for providing gardening services will be awarded on one complete package basis therefore, it is mandatory for the bidders to quote rates for all the locations / items mentioned in the B.O.Q. otherwise the bid will be considered as incomplete / non-compliant and will be rejected.
6. **Period of Contract:** The Contract Agreement shall be signed initially for a period of one (01) year, which may be extended for further two terms of one year each subject to mutual consent and satisfactory performance of the service provider. The Contract period shall commence from the date of "Letter to Proceed" (LTP) issued by the Company. In case of work exigency, LTP may be issued prior to signing of formal contract agreement.
7. **Compliance with Labour Laws:** The Service Provider shall ensure compliance with all applicable labour laws which include but not limited to:-
- 7.1 Payment of Wages to the workforce deployed by the Service Provider for performing gardening services at SSGC office premises in Karachi as per Govt. of Sindh Minimum Wage Rate prevailing during the currency of this tender / contract.
- 7.2 Payment of EOBI and SESSI Contributions on behalf of the gardening workforce directly to the concerned Institutions.

**Note:** The Service Provider shall furnish a Certificate on his Letter Pad along with monthly invoice(s) for gardening services certifying compliance with all statutory obligations towards his workforce which include payment of Monthly Wages, EOBI and SESSI contribution and all other dues of his workforce as per Govt. of Sindh Minimum Wage Rate.

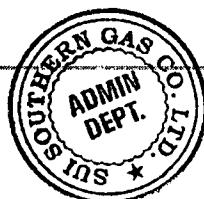
The Service Provider shall also be responsible to provide documentary evidence / receipts of EOBI and SESSI contribution to SSGC.

It is clarified that SSGC will have no role or responsibility for hiring, deployment and supervision of the gardening workforce. SSGC shall also have no role or responsibility for payment of Monthly Wages, EOBI, SESSI contribution or any other dues of the gardening workforce.

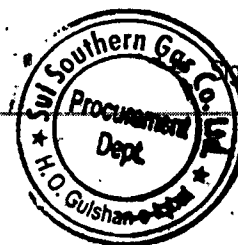
- 7.3 To provide neat and clean uniform and shoes of approved quality/design and also provide identity cards to the workforce engaged and deputed by the service provider at SSGC premises for providing the gardening services under the terms of this contract.

Seal of the Firm

*[Handwritten Signature]*



[2]



Signature of Bidder

**PROVIDING GARDENING SERVICES AT SSGC HEAD OFFICE, CRD MEDICAL  
AND CAR PARKING BUILDINGS**

- 7.4 To ensure police verification / clearance of the workforce before deployment at any SSGC premises. The Service Provider will provide list / particulars of his staff / workforce to SSGC before their deployment at any SSGC premises.
- 7.5 The Service Provider will maintain approved quality First Aid Emergency Box at each work site for emergency use of his workforce. The Service Provider shall make security arrangement for his own material, tools and equipment.
- 7.6 The Service Provider will provide approved quality Personal Protective Equipment (PPEs) for safety of his workforce as per advice of company's representative / HSE&QA department of SSGC.
- 8. Enhancement of Contract Rates Due to Minimum Wage Rate Increase:**
- 8.1 The rates quoted by the bidder in the B.O.Q at the time of bid submission shall be based on minimum wage rates notified by Government of Sindh including amount of EOBI, SESSI contribution, and all other statutory obligations as prevailing on bid opening date.
- 8.2 However, in case Government of Sindh notifies revision of minimum wage rate after bid submission / bid opening date at any stage throughout the contract period, SSGC shall revise/enhance the contract rates proportionate to the difference between the previous minimum wage rate that prevailed on Bid Opening Date and revised minimum wage rate including difference of EOBI, SESSI Contribution plus tax impact of the revised wage rate.
- 9. No Price Escalation EXCEPT in Case of Minimum Wage Increase by the Government of Sindh:** The quoted unit rates will not be increased / revised EXCEPT in case of increase in minimum wage rates, therefore, all the quoted unit prices shall be firm, irrevocable and fixed and valid until completion of the contract period.
- 10. Child Labour /Drug Addicts Prohibited:** The Service Provider will be at liberty to engage workforce of his own choice for performing the gardening services under this contract but underage / child labour and drug addicts are strictly not allowed at any location of SSGC therefore the workforce deployed by the Service Provider at SSGC premises should not be underage, overage, drug addicts, un-healthy persons or those who have criminal record.
- 11. Employment of the Exiting Third Party Workers or Daily Wages Employees Not Allowed:** The Service Provider will be allowed to hire / employ and depute workforce of his own choice for performing the gardening services under this contract but none of the existing third party workers or daily wages employees can be employed by the Service Provider, under any event.

Seal of the Firm



[3]



Signature of Bidder

**PROVIDING GARDENING SERVICES AT SSGC HEAD OFFICE, CRD MEDICAL  
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- 12. Performance Monitoring of the Service Provider:** The performance of the Service Provider will be monitored by Admin Department on daily basis to ensure that the service provider performs the gardening activities as per scope of work. Un-satisfactory performance will be noted and the same will be reflected in the monthly performance report for which proportional deductions as per weightage of each service / activity will be made from the contractor's invoice.

**13. Weightage of the Gardening Services**

Sr.	Gardening Services	Frequency	Weightage
1	Watering of Indoor and outdoor plants and lawns / grass including cleaning of leaves and plucking of dead leaves.	Daily	40%
2	Pesticides / fumigation of all indoor and outdoor plants, trees and lawn area	Biweekly	10%
3	Shifting of indoor/outdoor plants & planters from one floor/location to another floor / location	As and when required	10%
4	Trimming / cutting of plants and trees	Once in ten days	10%
5	Collection and Disposal of Dead Leaves / Grass and Garden Waste	Daily	10%
6	Mowing of grass / lawns through machine	Once in ten days	10%
7	Replacement of dead grass and ground cover plants	As and when required	10%
	<b>TOTAL</b>		<b>100%</b>

- 14. Deductions for Un-Satisfactory Work Performance:** The monthly bill of the service provider will be deducted @ 1/30<sup>th</sup> for each day of unsatisfactory performance of each service / activity as per above mentioned weightage.

For example, the total quoted monthly amount is Rs.100,000 and the weightage of the gardening service / activity say watering of indoor / outdoor plants and lawns is 40% and the performance of the service providers remains un-satisfactory for 5 days in a particular month then the amount for deduction will be calculated as follows:

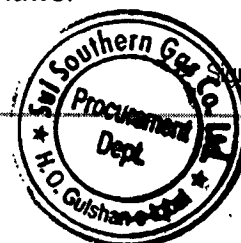
$$(100,000 \times 0.40) \times 5/30 = \text{Rs.6,667/-}$$

- 15. Penalty for violation of contractual obligations or non-compliance with the applicable labour laws:** Besides performance based penalties / deductions, SSGC may also impose a penalty on the service provider up to a maximum of 10% of his total monthly bill in case the service provider is found guilty of violating any of the contractual obligations, terms & conditions or in case of non-compliance with the applicable labour laws.

Seal of the Firm



[4]



Signature of Bidder

**PROVIDING GARDENING SERVICES AT SSGC HEAD OFFICE, CRD MEDICAL  
AND CAR PARKING BUILDINGS**

16. **Bid Validity:** Bids shall remain valid for acceptance for a period of **one hundred twenty (120) days** from the date of bid opening. If the last date falls on a holiday, the validity will be extended to the first Company working day thereafter.
17. **Bid Bond (Rs.100,000/-):** The Bidder is required to furnish Bid Bond of a fixed amount of **Rs.100,000/-** in the form of a Pay Order, Demand Draft or Bank Guarantee issued only by a scheduled commercial bank operating in Karachi. No Bid shall be considered without a Bid Bond and no cash or cheque or a guarantee issued by an insurance company shall be accepted.

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

18. **Performance Bond (5% of the Contract Value):** The Bidder shall furnish a Performance Bond in the form of a bank guarantee issued by a scheduled commercial bank operating in Karachi for an amount equivalent to Five (5) percent of the Contract value. Failure to furnish the Performance Bond before execution of the Contract will entitle the Company to consider the Bidder as having abandoned the Contract and to forfeit the Bid Bond.

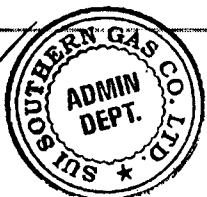
The Company's right to recover damages from the Bidder for breach of Contract shall not be limited to the value of the Performance Bond. In the event of the Bidder failing to execute a formal Contract or to submit the Performance Bond in the manner aforesaid and in the period specified, the Company shall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

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

19. **Signing / Execution of Contract Agreement:** Formal signing / execution of Contract Agreement shall be completed after receipt of "Letter of Intent" (LOI). The Company shall prepare the Contract in accordance with the prescribed format and the successful Bidder shall be communicated the date and time by the Company for the execution of Contract. The cost of stamp duty shall be borne by the contractor at the prevailing rate as specified by the competent authority / Government of Pakistan.

*Provided that in case of work exigency, the Company may issue, "Order to Proceed, before execution of formal Contract Agreement. In such a situation, the contractor shall be duty-bound to commence the work within fifteen (15) days upon receipt of "Order to Proceed".*

Seal of the Firm



[5]



Signature of Bidder

**PROVIDING GARDENING SERVICES AT SSGC HEAD OFFICE, CRD MEDICAL  
AND CAR PARKING BUILDINGS**

20. **No Sub-Letting of the Contract:** The Contractor shall not sub-let any part or whole of this Contract under any circumstances.
21. **Termination of the Contract:** The contract can be terminated in the following manner:
- (1) Either party i.e. SSGC or the Service Provider may terminate the contract without giving any reason/justification to the other party for the termination. ***In case SSGC terminates the contract, it will give a one-month advance notice of termination to the Service Provider. However, in case the Service Provider terminates the contract, it will give three-months advance notice of termination to SSGC*** so that SSGC can make alternative arrangements before termination of the contract. Termination of the contract or discontinuation of the gardening services by the Service Provider without giving **03-month advance notice** to SSGC will result in forfeiture of the Performance Bank Guarantee.
  - (2) In case of poor performance or violation of the contractual obligations by the contractor, the Company shall issue notice to the Contractor specifying the default(s) and the contractor shall submit an explanation within seven (07) days upon receipt of such notice. If such explanation is not furnished within the stipulated time or if so furnished, is found to be unsatisfactory and / or the default(s) continues, the Contract may be terminated by the Company at the sole risk and cost of the contractor.
22. **Three-Months Prior Notice in Case the Service Provider is not willing to extend / renew the contract:** In case the Service Provider is not willing to extend / renew the contract, he shall inform SSGC in writing at least three months prior to expiry of the on-going contract. Failure to do so, SSGC shall be at liberty to encash the Performance Bank Guarantee (PBG) amount deposited by the Service Provider.

**Note:** *In case of any conflict between Special Conditions and General Conditions of the Contract, the Special Conditions will supersede the General Conditions.*

Seal of the Firm



[6]



Signature of Bidder



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

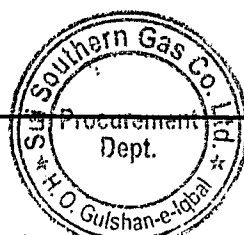
**Note:** In case of any conflict between special conditions of Tender Document and any other terms & conditions, the Special Conditions of Tender Document will govern / prevail.

- 1- Contractor to submit the following within 15 days after issuance of Letter of Intent (LOI).
  - a. Performance Bank Guarantee
  - b. Stamp Papers
  - c. Insurance Policy
  - d. Any other Document as mentioned in the LOI
- 2- Formal contract will be made on Non-Judicial stamp paper of value @ Rs 0.35 per hundred rupees of contract value, as per prevailing rate by Government of Sindh & Balochistan. The stamp duty will be borne by the contractor and also submit the copy of challan of stamp paper. **Further as per Government of Sindh Board of Revenue notification NO.CIS/SWB/BOR/R&T-17/2022-808 dated 08-06-2022 all judicial and non-judicial stamp paper of the denomination of rupee five hundred and above shall be exclusively on e-stamp.**
- 3- All kinds of Government Taxes, Duties and Levies against any item of the contract, shall entirely be the responsibility of the Contractor. Income Tax will be deducted as per applicable Law under the prevailing Government Rules. Rate of Income Tax deduction in relation to submission of Income Tax certificate from the Contractor should also be stipulated.
- 4- Bank Guarantee (Bid Bond Guarantee/Performance Bank Guarantee) will be made on Non-Judicial stamp paper at the prevailing rate as specified by the respective Provinces. Further the bidder/contractor submitting the Bid Bond guarantee/Performance Bank guarantee being prepared by the State Bank's schedule banks should ensure that there should be no deletion/insertion/alteration/modification of any terms in the Bid Bond/PBG guarantee format as given in the tender document or else bid will be liable for rejection.
- 5- If the letter to proceed (LTP) by user deptt. is not issued within six months after issuance of letter of intent (LOI), both the parties are at liberty to terminate/revoke the LOI without any claim of loss or damage to the other party.
- 6- The completion period of the said work shall start with effect from the issuance of Letter to Proceed, which in case of work exigencies could be issued prior to signing of formal agreement.
- ~~7- In case of services and works tenders:~~

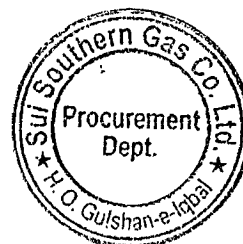
Bids determined to be substantially responsive will be checked by the Procuring Agency for an arithmetic error. Errors will be corrected by the Procuring Agency as follows;

  - a. Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern ; and
  - b. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rates as quoted will govern, unless in the opinion of the Procuring Agency there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- 8- The bidder shall fill in rates and prices for all items of the works / services described in the BOQ. Item against which no rate or price is entered by a bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by rates and prices for other items in the BOQ. **Any Bidder who change / amend the BOQ or Price Schedule (description, Quantity, UOM etc.) will render the bid as conditional bid and will be liable for rejection.**
- 9- **Method For Submission of Bid Bond (Under Single Stage Two Envelope Bidding Procedure):**

In case of Single Stage Two Envelope Tenders the fixed bid bond as per clause#09 of General Terms & Conditions to be placed in the Technical Proposal. However, if the bid bond is placed in the financial proposal will also be considered. Without submission of bid bond (either in Technical proposal or financial proposal) the bid will be rejected.
- 10- Bid bond submission (2%) of the bid amount as mentioned in the clause 9 of General Terms & Conditions, to be treated as null & void, however other contents of clause 9 will remain unchanged. The submission of fixed amount of Bid security is appearing in the Schedule of Requirement/Bid Form.



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



- (h) Supplier(s) are required to submit signed and stamp acknowledgement slip, Sales Tax return, Annex "C" & Annex "I" (whichever applicable) in which Sales Tax (of relevant Sales Tax invoice) is paid.

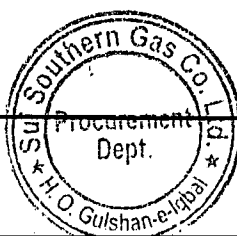
Payment will be made within 30 days of completion of stated requirements.

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

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

24. Bidders can quote their rates on both i.e. Schedule of Requirement/Bid Form as well as Bill of Quantity (BoQ)
25. Subsequent to the issuance of LOI, successful bidder has to submit 10% Performance Bank Guarantee of the contract value unless and until specified in the tender document.
26. Company reserve the right to award the Purchase Order /LOI to most advantageous bidder.
27. As per SRO 592(I)/2022 of PPRA Regulations, for Procurement Contracts/Purchase Orders worth of Rs. 50 million and above, bidders/contractors are required to submit the Beneficial Owner's Information for Public Procurement Contracts/Purchase Orders (Annexure-I).
28. Bidder will be blacklisted and henceforth cross debarred for participating in respective category of Public Procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration (which is an integral part of tender document), however, without indulging in corrupt and fraudulent practices, if in breach of obligation(s) under the Bid conditions:
- a) The bidder have withdrawn or modified their bid during the period of bid validity as specified in the tender terms.
- b) Having been notified of the acceptance of bid by procuring agency during the period of bid validity (i) failure to sign the contract or accept purchase order (ii) fail or refuse to furnish the performance security or to comply with any other condition as mentioned in the tender document.
29. Wherever the "Rate Only" is mentioned (either on BOQ or anywhere in tender documents) the same shall only be applicable not exceeding 15% of the original procurement for the same items as given in the BOQ for package basis. In case the requirement is on item wise basis (not package basis) then not exceeding 15% of the original Procurement for the same items (on item wise basis) as given in the BOQ.
30. **Lots:** In case when the tender is floated on LOT basis, following clauses to be applied:
- 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.
31. For open competitive bidding if the most advantageous bidder is new local manufacturer, 10% trial order will be placed and remaining 90% order will be awarded to the next most advantageous bidder at their own quoted rates.
32. Redressal of Grievances And Settlement of Disputes:
- Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances within seven days of announcement of the technical evaluation report and five days after issuance of final evaluation report.
  - In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
  - In case, the complaint is filed after the issuance of final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage single envelope bidding procedure is adopted.
33. All the bidders are allowed to participate in the subject procurement without regard to nationality/origin, except bidders of some nationality/origin, prohibited in accordance with policy of the Federal Government. Following countries are ineligible to participate in the procurement process:

- India
- Israel



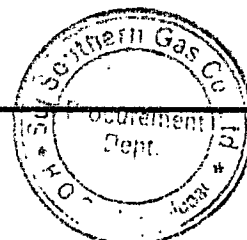
SECTION - IV

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

1.1

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

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



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

- 1.2 Words importing the singular only also include the plural and vice-versa where the Contract so requires.
- 1.3 The marginal headings or notes in these Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.
- 1.4 If there is any conflict between the Special Conditions and the General Conditions, the Special Conditions shall modify, supplement and supersede the General Conditions.

2. **Examination:**

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

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

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

4. **Additions, Deletions:**

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

5. **Schedule of Requirement:**

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

6. **Rate:**

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

7. **Escalation:**

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

8. **Validity:**

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

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

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

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

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

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

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

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

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

**10. Performance Bond:**

The Bidder shall furnish a Performance Bond strictly (if the bid increases to Rs. 500,000/-) in accordance with the prescribed format in the form of a bank guarantee issued by a scheduled commercial bank operating in Karachi for an amount equivalent to Five (05) percent of the Contract value. Failure to furnish the performance Bond before execution of the Contract will entitle the Company to consider the Bidder as having abandoned the Contract and the forfeit the Bid Bond. The Performance Bond shall remain valid till after three (03) month of completion of the work.

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

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

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

**11. Retention Money:**

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

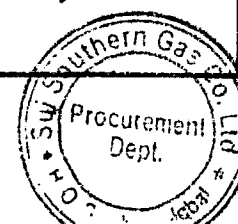
**12. Completion Period:**

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

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

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

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



In case the agreement is executed for services i.e Janitorial, Canteen, Landscaping, Maintenance Contract etc.... will be for One year extendable for further Two terms of one year each unless specified in Special Term & conditions.

**14. Award / Evaluation Criteria:**

Company reserves the right to settle the final award of job to the technically compliant and lowest evaluated and commercially responsive bidder.

Evaluation may be carried out both on item or on group of items/single or multiple package basis depending upon the nature of requirement exclusively at the discretion of the company to ensure economic procurement.

**15. Commencement & Execution of Work:**

Notwithstanding any delay in the preparation / execution of the Contract the successful Bidder shall commence mobilization / preparations and under take the Work within (15) days after receipt of the Letter to Proceed.

The Contractor / Consultant shall prior to commencement of Work, obtain the written authority and instructions of the Company.

**16. Change in Orders:**

The Company may at any time, by a written notice to the Contractor / Consultant, make changes within the general Scope of Work of the Contract.

Upon notification by the Company of such change, the Contractor / Consultant shall submit to the Company an estimate of costs for the proposed change (hereinafter referred to as a change) within ten (10) calendar days of receipt of notice of the change, and shall include an estimate of the impact (if any) of the change on the completion date (s) under the Contract, as well as detailed schedule for the execution of the change, if applicable.

The Contractor / Consultant shall not perform changes in accordance with above, until the Company has authorized a Change Order in writing on the basis of the estimate provided by the Contractor / Consultant.

Changes mutually agreed upon as a change shall constitute a part of the Work under this Contract, and the provisions and conditions of the Contract shall apply to said change.

**17. Assignment:**

The Contractor / Consultant shall not assign, in whole or in part, its obligations to perform under the Contract except with the Company's prior written consent.

**18. Termination of Contract:**

The Company may decide to terminate the Contract in one of the following situations:

**(i) Termination for Default:**

The Company may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor / Consultant, terminate the Contract in whole or in part.

(a) If the Contractor / Consultant fails to complete the contracted Works / Services within the time period(s) specified in the Contract or any extension thereof granted by the Company.

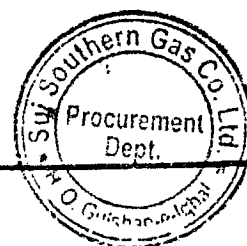
(b) If the Contractor / Consultant fails to perform any other obligation(s) under the Contract.

(c) If the Company during the completion period of the Contract has reason to believe that the Contractor / Consultant will not be able to fulfill the obligations under the Contract.

Prior to the exercising of any right by the Company to terminate the Contract, the Company shall issue notice to the Contractor / Consultant specifying the default(s) and the Contractor / Consultant shall submit an explanation within seven (07) days of receipt of such notice. If such explanation is not furnished within the stipulated time or if so furnished, is found to be unsatisfactory and / or the default(s) continues, the Contract may be terminated by the Company.

**(ii) Termination for Insolvency:**

The Company may at any time terminate the Contract by giving written notice to the Contractor / Consultant, without compensation to the Contractor / Consultant, if the Contractor / Consultant becomes bankrupt or otherwise insolvent. Notwithstanding the above such termination will not prejudice or affect any right of action or remedy which as accrued or will occur thereafter to the Company.



(iii) **Termination for Convenience:**

- a. The Company may by written notice sent to the Contractor / Consultant, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the company's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.
- b. The Works that are complete and ready for Commissioning within thirty (30) days after the Contractor / Consultant's receipt of notice of termination shall be at the Contract prices and on the existing Contract terms. For the remaining Works, the Company can also opt to have any portion thereof completed and commissioned at the contract prices and on the other contract terms.

19. **Liquidated Damages:**

If the Contractor / Consultant fails to complete the Work or perform the Services specified in the Contract within the stipulated period / scheduled time specified in the Contract, the Company, without prejudice to any other remedies, shall deduct from the bills or any other due payments / guarantees, as liquidated damages, a sum equivalent to 0.1 % per day of the value the Contract, until actual completion of the Work or performance of the Services. However if delay of over 100 days takes place (i.e. equal to 10%), the Company reserves the right to terminate the Contract at the risk and cost of Contractor / Consultant. The liquidated damages shall also be applicable for the Works / Services terminated under Clause 16.

The payment of liquidated damages shall not relieve the Contractor / Consultant from performing and fulfilling all its obligations under the Contract and nor shall the rights and entitlements of the Company be affected or reduced in any manner.

20. **Force Majeure:**

The parties will not be considered to be in default in the execution of their contractual obligations or any of them to the extent that the execution of such obligations or any of them is delayed or omitted by cause of Force Majeure. Each party will advise the other party by written notice within 07 days of the occurrence of any such case of Force Majeure. The term Force Majeure employed herein shall mean acts of public enemy, wars (whether declared or not) invasion, hostilities, revolution, epidemics, riots (other than among the Contractor / Consultant's own employees) fires, floods, earth quake, commotion, disorder and other causes similar in kind to those herein mentioned, not under the control of either party, which makes the performance of this agreement unfeasible and which by the exercise of due diligence the party seeking excuse from performance is unable to overcome.

The Company shall not be liable to the Contractor / Consultant for any damage or loss caused by Force Majeure directly or indirectly.

21. **Safety of Employees and Works:**

The Contractor / Consultant shall be responsible to take all necessary precautions for the safety of employees on or off the Work, and shall comply with all applicable safety laws and codes to prevent accidents or injury to persons on about or adjacent to the places where the Work is being performed. All statutory rules, orders, regulation from time to time in force relating to taking and observance of all safety precaution governing or which might be deemed to be given during the execution and performance of the Work. The Contractor / Consultant shall comply with any and all personnel safety regulations. Any person of the Contractor / Consultant violating the safety rules shall be removed by the Contractor / Consultant from site and replaced without delay.

22. **Insurance:**

The Contractor / Consultant shall be responsible for obtaining a Contractor / Consultant's All Risk Policy (CAR) against risks to the Works and shall make good at his own cost, all losses or damages whether to the Works or to the lives, persons, whether under the workmen's compensation Act or Third Party Risk, or property of others from whatsoever cause arising out of or in connection with the works either during the progress of the works or during the period of maintenance provided by this Contract.

The Contractor / Consultant shall arrange insurance approved by the Company fully to cover workmen compensation and other claims arising out of sickness, injury or death of his personnel working at site and also to cover theft, loss of or damage to the Company's material in his possession and to indemnify the Company for third party claims for damage done or said to have been done to those persons or their property as a result of the Contractor / Consultant's activities on and off the site.





**Insurance will be required where ever applicable:**

**Company's Address:**

**GENERAL MANAGER (PROCUREMENT)  
SUI SOUTHERN GAS COMPANY LIMITED,  
2<sup>ND</sup> FLOOR, HEAD OFFICE, ST-4/B, B-14,  
SIR SHAH SULEMAN ROAD,  
GULSHAN-E- IQBAL,  
KARACHI –PAKISTAN.**

**Contractor / Consultant's Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**23. Dispute Resolution:**

If any dispute shall arise as to the interpretation of this Contract or any matter or thing arising there from, the same shall be settled as far as possible by way of amicable resolution. Failing such settlement, the dispute may be referred for arbitration to two Arbitrators, one to be nominated by each Party. The appointed Arbitrators shall before proceeding on the reference appoint an Umpire. The Award given by the Arbitrators or the Umpire as the case may be shall be final and binding on the Parties. The proceedings shall be governed by the Pakistan Arbitration Act, 1940 and any statutory modification thereof. The venue of arbitration shall be Karachi.

All costs of Arbitration shall be borne by the Parties themselves, unless otherwise ordered by the Arbitrator. Notwithstanding the existence of any difference or dispute, or the commencement or continuance of any arbitration proceedings, Works to be done or Services to be provided under this Contract shall not be suspended or discontinued by the Contractor / Consultant nor shall any payment be withheld by the Company except the difference of the amount in dispute, which is the subject matter of such proceedings.

**24. Income Tax and Duties:**

All kinds of Government Taxes and Duties (income tax, custom duties, etc.) also the provincial sales tax as per provincial law, against any item of the contract, shall be entirely the responsibility of the Contractor / Consultant. Income Tax will be deducted as applicable under the prevailing Government Rules. Rate of Income Tax deduction in relation to submission of Income Tax certificate from the Contractor / Consultant should also be stipulated.

All Foreign Service providers are required to obtain Advance Ruling from the Federal Board of Revenue (FBR) under Section 206A of the Income Tax Ordinance 2001 (Pakistan's Income Tax Law). The advance Ruling issued by FBR covers application of Income Tax Ordinance 2001 to Transaction proposed or entered in to Foreign Service Provider".

**25. Payments:**

Payment will be made within 30 days after completion of works.

The Contractor / Consultant shall submit to the Company during the execution of the Work on-account bills along with a statement / details of executed Work.

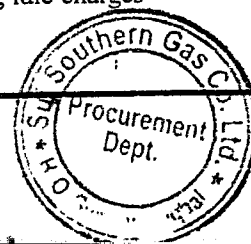
The rates and prices in such on-account bills and statement of Work shall be in accordance with those in the SOR/BOQ so far as such rates and prices are applicable and on the approved rates and prices for other items of Work. All payments against on-account bills shall be treated as provisional payments and will be subject to final adjustment.

The Company may withhold payment or on-account of subsequently discovered evidence, nullify the whole or part of any certificate to such extent as may be necessary to protect itself from loss on-account of:

- (a) Defective Work not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claim.
- (c) Failure of the Contractor / Consultant to make payments properly to Sub-Contractor / Consultants.
- (d) Damage to another Contractor / Consultant.

When the grounds are removed payment shall be made for amounts withheld because of them.

Payments in respect of extra / additional Work will be made on the basis of the original Contract rates and the Contractor / Consultant will not be entitled to any extra compensation / payment including idle charges because of such delays.



The making and acceptance of the final payment after successful completion of Work shall constitute a waiver of all claims by the Company other than those arising from faulty Work appearing after final payment and of all claims by the Contractor / Consultant, except those previously made and still unsettled.

Supplier (s) are required to submit signed and stamped acknowledgement slip, Sale Tax return, Annex "C" & Annex "T" (whichever applicable) in which Sales Tax (of relevant Sales Tax invoice) is paid.

**26. Blacklisting of Suppliers and Contractor / Consultants:**

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

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

**27. GOP's Obligation:**

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

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

**28. Late Bid:**

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

**29. Rebate / Discount:**

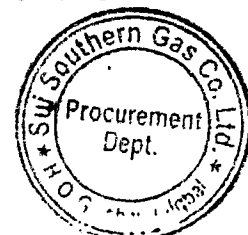
Unit rate (s) given in the Bill of Quantities shall take into account all relevant factors including discount if any. Discount given separately at the time of bid opening will not be considered.

**30. Joint Ventures:**

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

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

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



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

**BID BOND FORMAT**

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

**Tender Enquiry No SSGC / SC /**

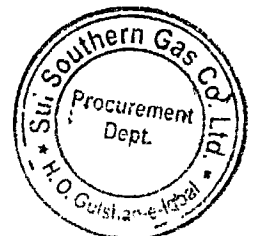
Dear Sirs,

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

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

Yours faithfully,

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



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

## **PERFORMANCE BOND FORMAT**

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

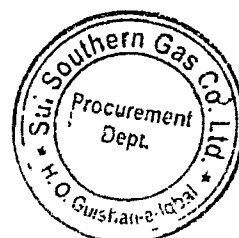
Bank Guarantee # .....  
Date of Issue : .....  
Date of Expiry : .....  
Amount : .....

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

Dear Sirs,

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

1. To make un-conditional payment of Rupees \_\_\_\_\_ and un-conditional payment in such amount as you may require from time to time as and when called upon by you to do so, not exceeding in the aggregate payment of Rupees \_\_\_\_\_, being the amount covering liquidated damages and security for the due fulfillment by the Contractor of all liabilities, obligations, commitments and total and faithful performance of the above Contract by the Contractor as specified in the above mentioned Contract upon your written demand(s) without further recourse, question or reference to the Contractor or any other person in the event of the Contractor's default in compliance with its obligations, liabilities and faithful performance arising under and in pursuance of the Work committed by it in the above mentioned agreement of which you shall be the sole judge.
2. To accept written intimation(s) from you as sufficient evidence of the existence of default or non-compliance as aforesaid on the part of the Contractor and to make payment immediately upon receipt of the written intimation.
3. To keep this guarantee in full force from the date of this guarantee till the Contractor's obligations as specified in the above referred Contract and all other obligations of the Contractor as are contained in the above contract are duly fulfilled by the Contractor to the satisfaction of the Company.
4. No grant of time or other indulgence to, or composition, or arrangement with the Contractor in respect of the performance of its obligations under and in pursuance of the said agreement or any clause thereof, with or without notice to us shall in any manner discharge or otherwise howsoever effect this guarantee and our liabilities and commitment there under.
5. The guarantee shall be binding on us and our successors in interest and shall be irrevocable.
6. This guarantee shall not be affected by any change in the constitution of the guarantor bank or the constitution of \_\_\_\_\_.
6. This guarantee shall remain valid upto \_\_\_\_\_.



## **DECLARATION FORM**

### **(FORMAT OF DECLARATION)**

M/s. \_\_\_\_\_ [the Seller/Supplier] hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from Sui Southern Gas Company Limited or any administrative subdivision or agency thereof or any other entity owned or controlled by Sui Southern Gas Company Limited (SSGCL) through any corrupt business practice.

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

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

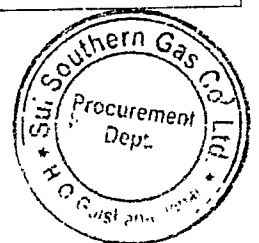
[The Seller/Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest,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

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

\_\_\_\_\_  
SIGNATURE & STAMP

#### NOTE

1. The above declaration is to be furnished along with the bid on letter head, for bid(s) amounting to total bid value of Rs. 10,000,000/- (Ten million) or above.
2. Please note that submitting the declaration is a mandatory requirement.



## CONTRACT FORM

Contract No. SSGC/SC/

### ARTICLES OF AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between Sui Southern Gas Company Limited, having its office at ST-4/B, Sir Shah Muhammad Suleman Road, Block 14, Gulshan-e-Iqbal, Karachi, hereinafter referred to as the "Company" of the one part and M/s. \_\_\_\_\_ hereinafter referred to as the "Contractor", (which expression shall include the successors, of the said firm, heirs, executives, administrators and assigns of the Partners of the said firm individually or severally) of the other part.

#### WITNESSETH:

WHEREAS, under the procedures, bids have heretofore been received by the Company for carrying out "\_\_\_\_\_ " work and the tender of the Contractor for the said work has been accepted by the Company.

NOW THEREFORE, for and in consideration of the promises, negotiations, covenants and agreements hereunder contained and to be performed by the parties hereto, the said parties hereby covenant and agree as follows:-

#### Article-1 Work and Cost of the Work:

- i) In consideration of the covenants and agreements to be kept and performed by the contractor and for the faithful performance of this Contract and the completion of the work embraced therein according to the specifications and conditions herein contained and referred to or agreed to in course of subsequent negotiations and in accordance with the Contract, the Company shall pay and the Contractor shall receive and accept as full compensation for everything furnish and done by the contractor under this agreement as sum of approximately Rs. \_\_\_\_\_ ( \_\_\_\_\_ ), or such other sums as may be ascertained in accordance with the conditions of Contract, etc. and at rates quoted against each item of work and agreed to and accepted by the parties as one instrument, and at the times and in the manner prescribed by the conditions of the Contract.
- ii) The Contractor at his own proper cost and expense shall do all work and furnish all labour, materials, tools, supplies, machinery and other equipment and plant that may be necessary for the satisfactory completion of all the works as set forth in the contract documents.

#### Article-2 - Time:

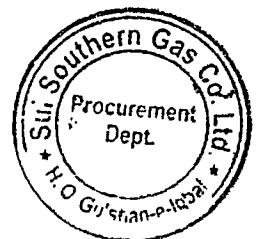
The maintenance of a rate of progress in the works at a rate which will result in its completion within the specified time, is of the essence of the contract and the Contractor agrees to proceed with all the due diligence and care at all times to take all precautions to ensure the timely completion as defined herein; time being deemed to be essence of the Contract of part of the Contractor.

The said work shall be started on the Contractor's receipt from the Company of a written order to proceed, and the Contractor shall have the work called for duly and fully complete in total \_\_\_\_\_ months {including \_\_\_\_\_ ( ) weeks mobilization period} from the date of issuance of such order.

#### Article-3 - Contract Documents:

It is understood and agreed that the contract documents which comprise this Contract are attached hereto and made a part hereof and consist of the following :-

- a) The Article of Agreement.



- b) Bid ((submitted vide letter No. \_\_\_\_\_, dated \_\_\_\_\_ comprising Letter of Invitation, Instructions to bidders, Scope of Work, Special and General Conditions of Contract, Tender Form, Bill of Quantities, Drawings, etc.).
- c) Company letter No. \_\_\_\_\_, dated \_\_\_\_\_.  
Contractor letter No. \_\_\_\_\_, dated \_\_\_\_\_.
- d) Notice of Award (Letter of Intent (LOI) No.SSGC/MAT/S&C/\_\_\_\_\_, dated \_\_\_\_\_.
- e) Acceptance by the Contractor on the copy of LOI.
- f) Letter to Proceed No.SSGC/PROC/S&C/\_\_\_\_\_, dated \_\_\_\_\_.
- g) Performance Bank Guarantee No. \_\_\_\_\_, dated \_\_\_\_\_, amounting to Rs. \_\_\_\_\_ issued by M/s. \_\_\_\_\_.

It is agreed by the parties to the contract that this contract shall be executed in two counterparts; one copy to be retained in the office of the Sui Southern Gas Company Limited and one given to the Contractor.

IN WITNESS WHEREOF the parties hereto have executed this Contract at Karachi in two counterparts by their duly authorized representatives as of the day and year herein above set forth.

Signed for and on behalf of  
M/s. Sui Southern Gas Company Limited

Signed for and on behalf of  
M/s. \_\_\_\_\_ Karachi

Signature : \_\_\_\_\_

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Name : \_\_\_\_\_

In the presence of :

Signature : \_\_\_\_\_

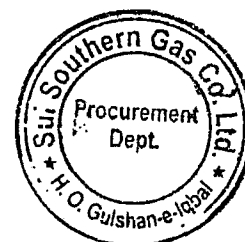
Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Name : \_\_\_\_\_

Signature : \_\_\_\_\_

Name : \_\_\_\_\_



Supplier code: \_\_\_\_\_

**FORM-X**

**Bank account details form for all Beneficiaries**

**(Mandatory requirement for Digital Online Banking)**

As per FBR Regulations ref # C.No.4 (24) IT-Budget/2021-142150-R dated 23<sup>rd</sup> Sept'2021 to make the payment online w.e.f. 01-11-2021. All beneficiaries are required to fill in the below details, which is mandatory:

Name of Firm: \_\_\_\_\_

Address of Firm: \_\_\_\_\_  
\_\_\_\_\_

CNIC #: \_\_\_\_\_

NTN #: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Bank A/C Title name: \_\_\_\_\_

Branch code: \_\_\_\_\_

Bank A/c #: \_\_\_\_\_

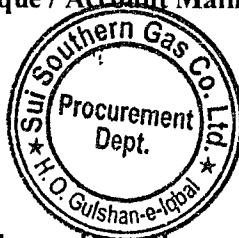
(16 Digits)

Bank IBAN #: \_\_\_\_\_

(24 Digits)

☐ Information already submitted.

**Note: Please be attached copy of Cheque / Account Maintenance Certificate.(Mandatory)**



\_\_\_\_\_  
Authorized Sign & Stamp

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

**Note: All payments transactions will be made on above mentioned Account details. This is only a one time information to be provided by the all beneficiaries. Incase if the above detail has already submitted, please tick the box above "Information already submitted" and also ensure Form-X is duly signed & stamped.**



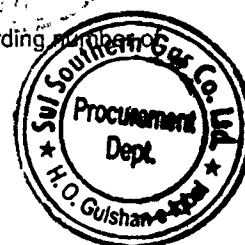
## ANNEXURE: I

## Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts.

1. Name
2. Father's Name/Spouse's Name
3. CNIC / NICOP/Passport No.
4. Nationality
5. Residential address
6. Email address
7. Date on which shareholding, control or interest acquired in the business.
8. In case of indirect shareholding, control or interest being exercised through intermediary companies, entries or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided:

1	2	3	4	5	6	7	8	9	10
Name	Legal form (Company/Limited Liability Partnership /Association of Persons/Single Member Company/Partnership Firm/Trusted/Any other Individual, Body Corporate (to be Specified)	Date of Incorporation / Registration	Name of Registering Authority	Business Address	County	Email Address	Percentage of shareholding control or interest of BO in the Legal Person or Legal Arrangement	Percentage of shareholding, Control or Interest of Legal Person or Legal Arrangement in the Company...	Identity of Natural Person who Ultimately owns or Controls the Legal Person or Arrangement

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

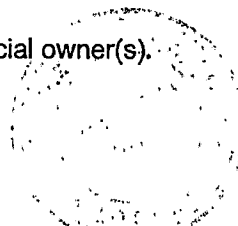


1	2	3	4	5	6	7	8
Name and surname (in block Letter's)	CNIC no (in case of foreigner Passport No)	Father's / Husband's Name in Full	Current Nationally	Any other Nationality lies)	Occupation	Residenti ally address in full of the registered / principle office address for a subscribe rs other that natural Person	Numbers of shares taken by cash subscribers (in figures and words
			Total numbers of shares taken (in figures and words)				

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

Name and signature

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



## Form of Bid-Securing Declaration

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

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

No.: [number of Bidding process]

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

To: [complete name of Procuring Agency]

We, the undersigned, declare that

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

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

(a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or

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

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

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

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

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

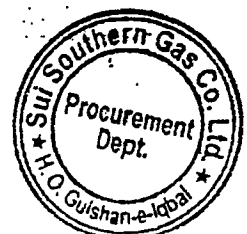
Signature of the person named above: \_\_\_\_\_

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

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

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

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



**BILL OF QUANTITIES (B.O.Q)**

PROVIDING GARDENING SERVICES AT SSGC HEAD OFFICE,  
CRD AND MEDICAL BUILDINGS

Tender Enquiry No. \_\_\_\_\_

**SECTION-A**  
**ROUTINE GARDENING SERVICES**

Sr.	Location	UoM	Qty.	Rate Per Month	Amount per year (12 Months)
1	Providing Gardening Services with material, tools/equipment, transportation & labour charges as per details given in the scope of work at SSGC Head Office, CRD and Medical buildings.  Five (05) skilled persons are required to perform the gardening services mentioned with details in the Scope of Work.	Month	12		
	Sub Total (A)				

Seal of the Firm



MUHAMMAD KAMRAN SYE  
Actg. General Manager  
Administrative Services  
Sui Southern Gas Co. Ltd



## **BILL OF QUANTITIES (B.O.Q)**

### **PROVIDING GARDENING SERVICES AT SSGC HEAD OFFICE, CRD AND MEDICAL BUILDINGS**

Tender Enquiry No. \_\_\_\_\_

#### **SECTION-B** **GARDENING SERVICES ON-DEMAND (AS AND WHEN** **REQUIRED)**

Sr.	Description	Unit	Qty. (Per Year)	Rate	Amount
1	<b>Sweet Garden Soil:</b> Supply and spreading / replacing of sweet garden soil of approved quality.	CFT	500		
2	<b>Garden Manure (Cow dung):</b> Supply and spreading of garden manure (cow dung) in lawn areas.	CFT	450		
3	<b>Seasonal Flowers:</b> Supply and placing of potted seasonal flowers each pot containing 5-6 flowers. Qty: 1,500 pots	Each	1,500		
4	<b>Indoor Plants:</b> Providing Indoor Plants of following sizes and species:	-	-	-	-
(i)	Cane Palm (3'-4' height)	Each	15		
(ii)	Cane Palm (5'-6' height)	Each	15		
(iii)	Areca Palm (3'-4' height)	Each	50		
(iv)	Areca Palm (5'-6' height)	Each	50		
(v)	China Palm (3'-4' height)	Each	10		
(vi)	China Palm (5'-6' height)	Each	10		
(vii)	Malaysia Palm (3'-4' height)	Each	10		

Seal of the Firm



[13]


MUHAMMAD KAMRAN SYI  
Actg. General Manager  
Administrative Services  
Sui Southern Gas Co. Ltd.



**PROVIDING GARDENING SERVICES AT SSGC HEAD OFFICE, CRD MEDICAL  
AND CAR PARKING BUILDINGS**

Sr.	Description	Unit	Qty. (Per Year)	Rate	Amount
(viii)	Malaysia Palm (5'-6' height)	Each	10		
(ix)	Lady Palm (3'-4' height)	Each	10		
(x)	Lady Palm (5'-6' height)	Each	10		
(xi)	Money Plant having big leaves (3'-4' height)	Each	75		
(xii)	Money Plant having big leaves (5'-6' height)	Each	75		
(xiii)	Aglaonema Plant (3'-4' height)	Each	20		
(xiv)	Dracaena Plant (3'-4' height)	Each	20		
(xv)	Kewra Plant (3'-4' height)	Each	10		
5	<b>Panda Ficus Plant:</b> Providing and placing Panda Ficus Plant 3-4 steps properly trimmed / shaped having 6'-7' height.	Each	10		
6	<b>Cemented Planters</b> Providing round / bowl shaped Cemented Planters / Pots as per existing sample / design having approx. 39" dia and 29" height.	Each	02		
	<b>Sub Total (B)</b>				
	<b>Total Bid Amount Sub Total (A) + Sub Total (B)</b>				

Seal of the Firm

  
**MUHAMMAD RAMRAN SYED**  
 Actg. General Manager  
 Administrative Services  
 Sui Southern Gas Co. Ltd.  
 [14]



TENDER ENQUIRY NO. SSGC/SC/13828

SECTION-VI

SCHEDULE OF REQUIREMENT  
AND  
BID FORM

Sr. NO.	DESCRIPTION OF ITEMS / PART NOS. (1)	QUNATITY (3)	UOM (4)	TOTAL AMOUNT
1	<u>GARDENING SERVICES</u> [1] SC071300 PROVIDING GARDENING SERVICES AT SSGC HEAD OFFICE, CRD, MEDICAL AND CAR PARKING BUILDINGS (AS PER BOQ AT SECTION - B) <u>Delivery Schedule:</u>	1.00	Lot	
2	<u>PROVIDING GARDENING SERVICES WITH MATERIAL, TOOLS/EQUIPMENT TRANSPORTAION &amp; LABOUR CHARGES, DETAILS GIVEN IN THE SCOPE OF WORK AT SSGC HEAD OFFICE COMPLEX INCLUDING CRD, MEDICAL &amp; CAR PARKING BUILINGS (AS PER BOQ AT SECTION-A)</u> [2] SC071301 <u>Delivery Schedule:</u>	12.00	MONTH	

Fix Bid Bond Amount in PKR: 100,000

NOTE :

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

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



General Manager

**SUI SOUTHERN GAS COMPANY LIMITED  
PROCUREMENT DEPARTMENT**

**BLACKLISTING MECHANISM**  
**(REVISION-1)**

**1 BACKGROUND**

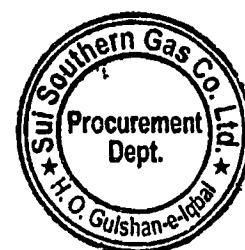
In pursuance of Rule-19 of Public Procurement Rules, 2004 read with Rule-2(f) (fa) and the criteria for Blacklisting of Suppliers and Contractors / Consultants doing business with the SSGCs is reiterated hereafter to eliminate unfair trade practices.

**2 SCOPE**

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

**3 DEFINITION OF TERMS**

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





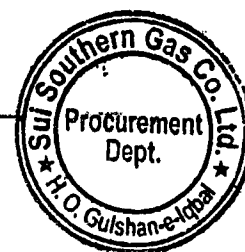
#### 4. REASONS FOR BLACKLISTING

- 4.1 The following shall comprise the broad multilateral guidelines for blacklisting:
- 4.1.1 "Corrupt Practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
  - 4.1.2 "Fraudulent Practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
  - 4.1.3 "Collusive Practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish bid price at artificial, non-competitive levels, and
  - 4.1.4 "Coercive Practice" means harming or threatening to harm, directly or indirectly, Person(s) / Firm(s) or their property to influence their participation in the procurement process or affect the execution of a contract.
- 4.2 In addition to above, blacklisting of firms/individuals may be resorted to when the charges are of serious nature, which include but are not limited to the following:

##### 4.2.1 Competitive Bidding Stage

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

- i. Submission of eligibility requirements containing false information or falsified documents.
- ii. Submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding.
- iii. Submission of unauthorized or fake documents for pre-qualification/ tendering i.e. without specific authorization from the principals/ manufacturers etc.
- iv. Failure of the firm to provide authentic Warranty Undertaking and Performa Invoice of the manufacturers / Principal / Trading house.
- v. Failure of the firm to submit specific authority letter of the Original Equipment Manufacturer (OEM) for participation in a particular tender;
- vi. Unauthorized use of one's name, or using the name of the name of another for purpose of public bidding.
- vii. Deviations from specifications and terms & conditions of the purchase order/contract.
- viii. Withdrawal of a bid, or refusal to accept an award or refusal to perform the job or enter into contract with the government without justifiable cause, after he had been adjudged as having submitted the Lowest Calculated Responsive Bid or Highest Rated Responsive Bid.
- ix. Refusal or failure to post the required performance security within the prescribed time.
- x. Refusal to clarify or validate in writing its Bid during post qualification within a period of seven (7) working days, or as may be specifically prescribed, from receipt of the request for clarification.

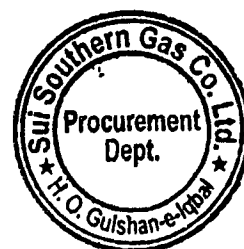


- xi. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor.
  - xii. Any attempt to give illegal gratification to any representative of the purchaser to influence the process of procurement.
- In addition to the penalty of suspension, the bid security posted by the concerned bidder or prospective bidder could also be forfeited / encashed.

#### 4.2.2 Purchase Order / Contract Implementation Stage

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

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



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

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

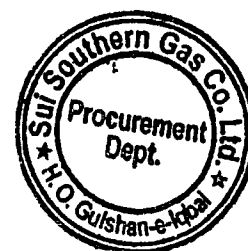
4.2.3 In addition to above, other grounds for blacklisting of firms/individuals include but are not limited to the following:

- i. Obtaining fraudulent payments;
- ii. Obtaining contracts by misleading the purchaser;
- iii. Refusal to pay SSGC dues etc.;
- iv. Failure to fulfill contractual obligations;
- v. Changes in the status of firm's ownership/partnership etc. causing dissolution of the firm which existed at the time of inspection / bidding prior to original registration of the firm;
- vi. Registration of a firm with a new name by the Proprietor or family or a nominee thereof of a firm that has been already blacklisted;
- vii. Consequential operational damages caused to SSGC equipment or infrastructure as a result of equipment or parts thereof supplied on trial basis or due to failure of such equipment;
- viii. Contractors who have negotiated Plea Bargain under the National Accountability Ordinance 1999, or contractors involved with any other criminal proceedings conducted by any investigation agency where default has been proved specifically in relation to supplies made to or contracts concluded with SSGC.
- ix. Involved in litigation or needless petitioning to influence or obstruct the procurement process either on his own behalf or at the behest of any other vested interest;
- x. A firm may be disqualified for a period extendable to two years in case a decision by a court is awarded against the said firm after litigation, or where the firm is involved in litigation at least three times during two financial years, or where a firm has on account of litigation caused substantial financial losses to SSGC;
- xi. Blacklisted by other Federal and Provincial Government Ministries / Divisions / Departments and organizations / autonomous bodies subordinate thereto; and
- xii. Blacklisting in case of Joint Venture firms will also result in termination of the concerned Joint Ventures Partners.

## 5. SYSTEM OF PENALTIES

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

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



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

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

## 6. SUSPENSION AND BLACKLISTING PROCEDURE

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



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

## 7. STATUS OF BLACKLISTED FIRM/INDIVIDUAL

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

## 8. DELISTING

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

## 9. AMENDMENTS

9.1 In the implementation of Blacklisting Mechanism, the modifications may be introduced thereto through the amendment of its specific provisions as the need arises.

9.2 Any amendment to this Blacklisting Mechanism shall be applicable to tenders advertised for bid after the effectivity of the said amendment.

## 10. EFFECTIVITY

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

## **11. The Steps to be Followed are As Under**

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

### 1. PRE-AWARD STAGE:

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

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



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

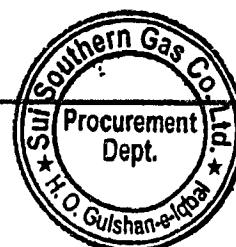
## 2. POST- AWARD STAGE:

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

- i. Extraordinary delay in signing or refusal to accept the Notification of Award and/or the contract without any cogent reason.
- ii. Misconduct, i.e., failure to proceed with the signed contract, withdrawal of commitments, quoting an unreasonably and unfairly low financial offer and subsequently withdrawing such an offer, frustrating the evaluation/bidding process and not responding to written communication in a reasonable time.
- iii. Causes mentioned in Sub-Clauses i, ii and iii above.
- iv. Submission of fake / frivolous or mutilated Performance Guarantee or Advance Payment Guarantee etc.
- v. Non-satisfactory performance during the execution of the contract / purchase order.
- vi. ~~Non-performance or Breach of provisions / clauses of the contract agreements/tender terms.~~
- vii. Notwithstanding the warranty/defect liability period, any defect in a product, equipment, plant, facility or services rendered that may subsequently surface during field operations within 5 years of its commissioning.
- viii. Failure to honour obligations within warranty period or defect liability period as defined in the contract.

## 3. OTHER CAUSES :

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



- iii. Any attempt / activity to malign or bring SSGC into disrepute and harm its interest(s).
- iv. Person(s) / Firm(s) blacklisted by International Financial Institutions (donor agencies) will be liable to be blacklisted after receipt of confirmation from the donor agencies without any further proceeding.
- v. Any other cause deemed just and appropriate by CPPA in the given circumstances.

Note: (1) If above mentioned causes occur either on part of the principal bidder or the local agent, both shall be considered for blacklisting / debarment.

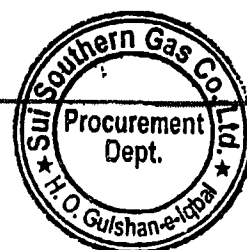
- (2) The authorization of the foreign bidder to local agent shall contain his complete particulars including the name of the company, name of the owner, National Tax number (NTN), CNIC (Computerized National Identity Card) No. etc. In case, the said information is found to be missing, even after calling for the same within a reasonable time, the authority letter shall not be accepted.
- (3) The Bidding Documents shall be issued against original authority letter or in case of scanned copy, the email of the foreign bidder shall be enclosed. However, at the time of bidding, the original authority letter shall be attached with the bid. In the absence of the same, the bid shall be rejected.
- 4. FORMULATION of SSGC's Rights Protection Committee: A permanent Committee namely "SSGC's Rights Protection Committee (RPC or Committee)" shall examine the justification of the reasons given by the Project Authority prior to blacklisting. Member of RPC must be one grade up from the members of PA.

## 5. PROCEDURE FOR BLACKLISTING

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

## 6. INITIATION OF AN ACTION

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



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

## 7. DECISION

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

## 8. COMMUNICATION OF DECISION

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

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

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

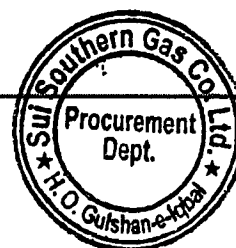
Action after the Person(s) / Firm(s) are placed on Blacklisting List:

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

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Dated : 12<sup>th</sup> October 2020

Revision-1 : Dt: 3 Sept 2024

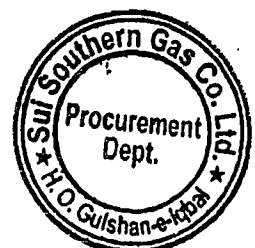




## 9. Effectiveness

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

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Dated : 12<sup>th</sup> October 2020  
Revision-I : Dt: 3 Sept 2024



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

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

1. That I am the duly authorized representative of \_\_\_\_\_ [Supplier Company Name], and have the legal authority to make this declaration on behalf of the company.
2. That I confirm having accessed, read, and fully understood the Integrated Management System (IMS) Manual provided by Sui Southern Gas Company Limited (SSGC), available at official website [<https://www.ssgc.com.pk/web/wp-content/uploads/2025/06/IMS-Mannual-1-1.pdf>].
3. That \_\_\_\_\_ [Supplier Company Name] agrees to comply fully with all the policies, procedures, and responsibilities outlined in the IMS Manual, and will ensure that all relevant employees, contractors, and agents are made aware of and comply with the same.
4. That \_\_\_\_\_ [Supplier Company Name] acknowledges that failure to comply with the IMS Manual may result in corrective action, including but not limited to financial penalties as per SSGC policy and suspension or termination of business with Sui Southern Gas Company Limited (SSGC).
5. This affidavit is made in good faith and for the purpose of affirming our commitment to health, safety, and environmental standards in our operations and engagements with SSGC.

Signed at [City] this [day] of [month], [year].

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Signature: \_\_\_\_\_  
Name: [Full Name of Supplier Representative]  
Designation: [Job Title]  
Company Name: [Supplier Company Name]  
Contact Details: [Phone, Email]

Witnessed by:

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

Witnessed by:

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





**Sui Southern Gas  
Company Limited**

## **Procurement Department**

**Standard Advisory to all Bidders**

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

*(Effective from 1 July 2024)*

Dear Sir,

### **Background**

Please be informed that:

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

### **Amendment in Law**

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

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

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

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

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



سوی سدرن گیس کمپنی لمیٹڈ  
پروکیورمنٹ ڈیپارٹمنٹ

تمام ٹھیکیداروں کے لئے معیاری ایڈوائزری  
خدمات کی ادائیگی پر سندھ سیلز ٹیکس  
(۱ جولائی ۲۰۲۲ سے نافذ العمل)

#### س منظر

مطلع کیا جائے کہ:

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

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

#### قانون میں ترمیم

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

#### سندھ سیلز ٹیکس ود ہولڈنگ کا نظرتالی شدہ طریقہ کار

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

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

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

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