# **Checklist for Bidders**

Time:	phone No:
	4
Opening Date:	
Enquiry #: _/40/3	M/s,

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

. No.	Details of required information / documents	Yes	No
1.	Fixed Bid Bond as specified in Tender Document		a.
2.	Original Technical literature is enclosed, if any		
e,	Any change in your current address, Phone Fax no & Email etc intimated		
Ą.	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		

### Vote:

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 "F Pak Progurement Regulations, 2023" all bidders are advised to register in e-Pak Acquisition and Disposal System (EPADS).



Ref. No. SSGC / SC / PT / 14013 Date: October - 13, 2025

M/S.	**
VI/O	

Hiring of 3rd Party Contractor for HSE & QA/QC Inspection
Supplier must be active in FBR Active Taxpayer List (ATL
Under Single Stage Two Envelope Bidding Procedure
(Under the PPRA Rules 2004)

Section - 1

### Tender Enquiry No. SSGC/SC/PT/EPADS/14013 Invitation to Bid

Sui Southern Gas Company Limited (SSGC) intends to carry out the work related to Hiring of Third Party Contractor for HSE & QA/QC Inspection of Rehabilitation Schemes at Jackson Market, Kemari Karachi (As per BOQ/Criteria/TOR) (Having Valid ISO 9001:2015 Certificate) (Under Single Stage Two Envelope Bidding Procedure) (On Complete Package Basis).

The Company invites you to submit Technical Proposal and Financial Proposal in two separate sealed envelopes "Under Single Stage Two Envelope Bidding Procedure" i.e. Sealed Technical offer & Sealed Financial offers shall be submitted in separate envelopes. Technical offers will be opened and evaluated first. Financial offers of only technically compliant bidders will be opened on later intimated date in presence of bidder's representative.

The priced bids shall be submitted along with FIXED Bid Bond Amounting Rs. 170,000 (One Hundred Seventy Thousand 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 Company reserves the right to add, delete from or amend any part of these tender documents during the bidding period and bidders shall be informed accordingly.

Bids not conforming to the terms and conditions or a part thereof; stipulated in these tender documents may be rejected.

The Tender documents comprise the following:

	Technical Proposal
Section – I	Invitation to Bid
Section – II	Instructions to Bidders
Section – III	Terms of Reference/Special Terms and Condition/Technical Evaluation
_	Criteria / with Forms
Section – IV	Special Conditions of Tender Document
Section – V	General Terms & Conditions
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### **Financial Proposal**

Section – VI
Section – VII
Bill of Quantities
Bid Bond Format/Performance Bond /Format of Declaration/Contract
Form/Form X/Annexure I/ Form of Bid Securing Declaration

Section – VIII Blacklisting Mechanism

Section – IX/X Affidavit of Compliance with IMS Manual

/SSTW-05/Drawing

Bids will be submitted online on EPADS Portal on or before <u>03 -Nov-2025</u> at <u>1500</u> hours. The bids will be publicly opened at <u>1530</u> hours on same day online on EPADS in the presence of bidders and / or their authorized agents who may wish to attend.

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

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

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

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

The advertisement is also published in PPRA (<u>www.ppra.org.net</u>) & SSGC (<u>www.ssgc.com.pk</u>) websites respectively.

For General Manager (Procurement)

# TECHNICAL PROPOSAL



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### **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.
- 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.
- 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.
- 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.
- Bids shall be submitted strictly in accordance with the requirements of the Tender Documents and as per specifications.
- Bid shall remain valid for acceptance for a period of (120) days from the date of public opening of the bids.
- The Company shall not reimburse any expenses incurred in preparation of Bids.
- 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 singed 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
- 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 entertaine bid is sent through courier, the same shall be delivered at least half an hour before scheduled opening

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- 20. Price given in the Bid Form/BOQ is firm which shall take into account all relevant factors including any. Discount / escalation given separately at the time of bid opening will not be considered.
- 21. The bidders are required to fill form SSTW-05 (if deemed required) and submit with the bid.





### Terms of Reference

### 1. Purpose & Scope

The purpose and scope of this document is to establish special conditions, working guidelines and deliverables for Third party contractor of HSE&QA/QC. Proper implementation of HSE & QA/QC inspection protocols during execution of construction activities for rehabilitation of gas distribution network at Jackson Market, Kemari, Karachi.

### 2. Introduction

Sui Southern Gas Company Limited, is carrying out Construction Activities for the rehabilitation of existing gas network by laying new underground gas pipelines and install new service connection and shift the existing/new gas meters on new network at Jackson Market, Kemari, Karachi. The work perform by construction contractor includes laying & construction of Polyethylerie (HDPE 100) pipeline/Steel Pipes, Service connections to domestic/commercial customers, fabrication of Service connection riser pipe to join underground mains pipeline with gas meters. Gas meters Installation on new Service Connection, killing of existing pipelines & allied works completed in all respects according to drawings, route maps, specifications and applicable standards.

The scope of the work includes but not limited to proper compliance of PQP. Inspection of construction activities according to ITP. Review of measurable data against each activity in quality formats and validate through signing, keep signed record of each activity for dossier compilation and onward submission, raise site non-conformance in terms of NCR and take corrective action, investigation and recognition of a nonconformance compared to SSGC's Tender TOR and standards applicable to HDPE and steal pipeline activities. TPI lead has to manage the TPI personnel at site as per execution team's daily scope of work. Whereas Inspectors are delegate at each execution location to monitor construction activities according to PQP, ITP, job safety as per standards and environmental compliance, document construction activities and create/complete documentation for company records as per dossier index, validate materials, interact with the public, and validate contractor daily logs. The TPI contractor will coordinate with SSGC & execution contractor QA/QC team for daily inspection by following the ITP and their acceptance / rejection according to approved TOR and applicable standard. The inspector should be knowledgeable in conducting a Job Safety Analysis (JSA) to ensure that the site is safe for construction crews to conduct the type of work required for the Haider project. WIN (HSE & QA)

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Dia	Area	Mains KMs		Mains KMs		No. Of	No. of Meter
	4.	180 mm	125 mm	63 mm	Total	Services	Connecti
Len gth (Km	Jackson Market, Kemari	4.152	3.612	65.100	72.864	6,213	14,230
	Total	4.152	3.162	65.100	72.864	6,213	14,230

### 3. General Requirements

- i. HSE & QA/QC contractor has to ensure the adequate resources for its team's travel and lodging (if required).
- ii. Organize and manage dedicated teams of technically qualified, competent, and experienced personnel in required numbers. Details of the required expertise, qualification & experience of the team members are mentioned in the manpower requirement section (Clause 4 Evaluation Criteria).
- iii. Ensure that work executed by Contractor is strictly in accordance with drawings and specifications provided by SSGC.
- iv. Verify that the resources deployed by the Construction Contractor on-site for carrying out jobs are satisfactory and calibrated.
- v. Monitor, witness, and follow up construction activities according to attached PQP / ITP throughout the project via inspections. Each activity shall be inspected and details need to be witness / record on QC formats.
- vi. Conduct FPS / PQR of HDPE Pipe for procedure qualification and specimen testing to evaluate the conformance of material strength with the applicable standard prior to construction.
- vii. Conduct WPS / PQR of steel pipe for procedure qualification and specimen testing to evaluate the conformance of material strength with the applicable standard prior to construction.
- viii. Conduct Jointer / welder qualification test according to applicable FPS / WPS prior to construction.
- ix. Conduct material qualification tests (where applicable) to evaluate the conformance of material with the Technical Specifications prior to construction.
- x. Verify fitness and calibration certificates of machines and equipment before commencement of work.

AGM (HSE & QA)

Sui Southern Gas Co. Ltd



- xxiv. Ensure that Construction Contractor is maintaining adequate First Aid facilities at the site and that all persons at the site are aware of the procedure for receiving treatment for injuries and mode of transportation available for sending injured personnel to hospitals/Medical Centers.
- xxv. Ensure that adequate firefighting equipment has provided taking into account special requirements on the project construction site. Site offices and facilities are adequately protected and any flammable material and/or liquids are stored and used safely by the Construction Contractor.
- xxvi. Ensure that adequate supplies of approved PPE are maintained and adequately implemented on-site by Construction Contractor.
- xxvii.To ensure that Construction Contractor maintains all possible Emergency Response Resources in line with the scope and magnitude of a potentially catastrophic event.

xxviii. Emergency Preparedness includes:

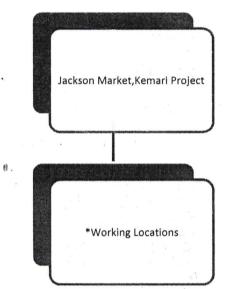
- Availability of Response Equipment
- Standard Operating Procedure for ER equipment
- Adherence to Regulatory/ Statutory Requirements.
- Education and Training for staff and Subcontractors.
- Periodic Emergency Drills
- xxix. Ensure that the following precautions should be observed by Construction Contractor during the execution of work:
  - > Proper signage identifying the potential hazards.
  - > Safe clearance distance are to be observed as per requirement.
  - > All PPE are worn by labors and staff
  - Qualified personnel only to operate the equipment.
  - > All Equipment must be certified and certificates are available onsite.
  - ➤ Barricading of the entire route to be trenched. Pits are to be similarly barricaded along the warning sign.
  - Ensure Construction Contractor perform work during SSGC designated time only. If work to be preform outside the designated time, make sure written permission is taken from SSGC and all extra precautions are taken for work during night shift.





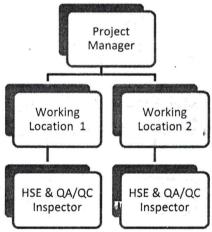
### 4. Quality Contractor Manpower

Jackson Market, Kemari is complete project consisting having multiple working locations.



### **Project Team Organization**

The organizational structure of the Quality Contractor's Project teams to be as under;



Note: Number of working locations depends as planned by execution department.

Each Lot may have multiple working locations. For every location, there must be dedicated HSE&QA/QC inspector present at site.

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### 5. Inspectors Task during Construction

### 5.1 Field check at the Project Site.

The entire job will be verified after acquiring/checking the permit by the inspector prior to the start of construction to determine the safety of the job site, and location of underground facilities, and to note items relating to special conditions of an easement, changes in the routing of main, road crossings, waterway crossings, etc.

### 5.2 Inspect construction site for safety compliance – Personnel and Pipeline.

The QA/QC inspector must verify that the Construction Contractor complies with any specific operator and/or government regulations that apply to work in dangerous or potentially dangerous areas. In addition to confined space entry regulations, typical operator safety policies and procedures include but are not limited to fire safety, working alone, fall protection, restricted work areas, coordination with other utilities in the area, hearing protection, manual lifting and carrying, lockout / tag-out, vehicle and equipment safety, drug and job safety analysis.

### 5.3 Review of PE Fusion Jointer / Steel Pipe welders and Allied equipment documentation

The inspector will review the Personnel Qualification requirements of the construction team as per applicable PQP/ITP and if required communicate contractor QA/QC and conduct Jointer / welder qualification test before start of jointing / welding activity at project site. Inspector will also verify the pre-qualified personnel's documents (Jointer/welder card) for their eligibility to perform the jointing/welding activity. Inspect equipment Temperature Range, Pressure Control, Pipe Size Compatibility, Heating Plate size, Heating Plate material etc to ensure equipment is fit to perform job.

### 5.4 Inspect site environment controls and issues that may impact the environment.

The inspector shall prevent site contamination by verifying that the construction practices avoid the discharge of materials that are buoyant, flammable, explosive, or pollution-causing and promptly cleans up any spills of such materials. Solid and liquid waste disposal is primarily regulated by the rules of the State Pollution Control Board as enforced by the Sindh Environmental Protection Agency (EPA). Inspector shall report spillage of such hazardous material to the project manager or site Engineer at the earliest possible.

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### 5.5 Inspection of Trench excavations.

The QA/QC Inspector shall check the Ditching parameters as per ITP like heights, depths, width, curves, Length, and clearance from existing utilities according to drawings, specifications & SSGC Distribution/Rehab SOP and verify through signing the QC format for respective activity.

### 5.6 Inspection of Bedding / Padding Material

The QA/QC inspector Shall ensure that the pipe when placed in the trench is supported and surrounded by 6" inch bed of screened excavated soil or sand cushioning, which shall be stone free and have a maximum grit size of 5mm in order to ensure no damage occurs to the pipe.

### 5.7 Inspect clearances with Other Underground Assets

The QA/QC inspector shall ensure, unless otherwise approved, the following clearances shall be maintained between the external wall of the gas pipe and the external surface of other underground assets in the vicinity of the works. a) 6-12" inch, where the gas pipe crosses other assets, other than electric cables, whereupon the clearance shall be 12" inch. b) 12" inch, where the gas pipe is in a similar alignment to the other assets.

### 5.8 Inspection of crossings encountered on the construction site.

Cantonment and municipal road permit requirements vary greatly by jurisdiction and thus it is important that the permits be checked carefully by the inspector.

Before crossing a road, the inspector should make certain that all underground structures, such as telephone and power cables, sewers, water lines, and oil or gas pipelines, have been located by the ditching contractor by applying check pits. Also, the ditching Contractor has coordinated with the representatives of other stakeholders.

### 5.9 Inspection of materials for damages and verify proper handling during delivery and while on site.

A majority of the material utilized in pipeline construction projects include valves, pipes, and various fittings including elbows, tees, reducers, etc. Additionally, many projects utilize specialized equipment such as weld end insulators, stopple fittings, control and relief valves, flanges, and gaskets. The inspector must understand material specifications and how it needs to be handled including storage and use. Material needs to be handled with care. Additionally, the installation needs to follow manufacturers' recommendations and specifications. An Inspector needs to be familiar with the material that will be installed, installation and operating procedures as well as testino requirements. It is imperative that a common service of the control o

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material is installed properly and in systems appropriately rated to verify that system integrity remains intact.

### 5.10 Inspection for Lowering of HDPE 100

The QA/QC Inspector shall ensure that pipeline laying of HDPE (PE 100) pipelines shall commence only after ensuring proper dimensions and a clean surface of the trench. The HDPE pipe coil should be uncoiled smoothly inside the trench with care, ensuring that the pipe coil is not damaged during laying. Before lowering the pipeline, the Contractor must ensure that pipe caps are provided. After that, the trench can be backfilled, leaving sufficient lengths available at the ends for jointing. Jointing of HDPE 100 pipes shall be performed according to ASTM F2620/API 1104/ISO 21307. The procedure for the jointing of PE pipe and fittings is discussed below. Bar-coded electro-fusion machines (automatically Readable) & Butt Fusion machines shall be used for jointing of HDPE pipe/fittings. The QA/QC Inspector shall check the equipment used by the contractor.

### 5.11 Inspection of HDPE Pipe Weld/Jointing

The QA/QC Inspector ensure procedure qualification HDPE pipeline shall be carried out at workshop or at the site. The inspector shall verify the procedure parameters on PQR format and prepare specimen that the contractor shall submit for mechanical testing. Verify Reports of each jointing procedure [saddle, Butt & Socket Joints] against each pipe diameter, from the independent laboratories of repute as per the prevailing Codes & Standards. As stated below, destructive testing such as tensile and bending tests of Butt Joints and De-cohesion or Peel tests of electrofusion joints must be carried out and results of reputed institutions shall be submitted to the Project Manager/SSGC for the assessment of jointing quality.

- a) Tensile Testing of Butt Welded Joints Polyethylene (PE) Pipes and Fittings Determination of The Tensile Strength And Failure Mode In Compliance with ISO – 13953 or Equivalent.
- b) Imperfections in Thermoplastic Welded Joints Features, Description, Evaluation in compliance to DVS 2202- 1 or Equivalent.
- c) Bead Back Bend Test to detect the poor fusion of Joints.
- d) Bend Testing of Butt Welded Joints Testing of Welded Joints Bend Test In Compliance To BS EN 12814.1 2000, ASTM F2620 of Equivalent.
- e) Electrofusion Joint Peel Decohesion Testing-Peel Decohesion Test for Electrofusion Assemblies in Compliance to ISO 13954 or Equivalent (Nominal outside diameter equal to 90 mm or above)
- f) Test method for impact resistance of Plastics Pipes and Fittings Polyethylene (PE) Tapping Tees in compliance to ISO 13957 or Equivalent.

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AGM (HSE & QA)
Sui Southern Gas Co. Ltd.



g) Plastics Pipes and Fittings -- Crushing Decohesion Test for Polyethylene (PE) Electrofusion Assemblies in compliance to ISO – 13955 or Equivalent.

### 5.12 Backfilling

The QA/QC Inspector shall ensure that the dewatering shall be carried out prior to backfilling and no backfilling shall be allowed if the trench is not completely dewatered. The trench should be minimum covered by 42" (+ - 6") inch over the pipe. High Quality of Burnt Clay Bricks shall be placed after the padding of 12" inch and then a plastic Caution tape shall be placed on the distribution main and on service lines to act as the first line of defense. Electro-fusion & butt joints shall be undertaken immediately after lowering and the activity shall not be kept pending for lack of equipment. HSE& QA/QC Inspector shall verify the activity via signing of the QC format, testing of HDPE Pipe joints during the execution of the job

### 5.13 Testing of HDPE Pipe joints during the execution of the job

Destructive & Non-Destructive Testing of HDPE pipe Joints including Butt, Socket & Electro Fusion Joints in compliance with the standards (If necessary)

### 5.14 Soap Test of Riser and Meter Assembly

Soap testing of each & every riser assembly of Meter (above ground pipeline).

### 5.15 Inspection of Cleaning Through Purging & Poly Pigging

The HSE& QA/QC Inspector shall review the test package for pipeline before pneumatic testing activity and ensure that all pre-requisite have been fulfilled prior to pressure test. The HSE & QA/QC Inspector shall check pressure testing in accordance with the principles defined in API and/or ASME B 31.8 standards. After successful completion of pressure testing, QA/QC inspector shall sign the relevant QC format.

### 5.16 Inspection of Pneumatic Testing of HDPE 100 Pipeline

The QA/QC Inspector shall check pressure testing in accordance with the principles defined in API and/or ASME B 31.8 standards.

### 5.17 Killing of Old Pipelines & Handling of Service lines/ Gas Meters

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The QA/QC Inspector shall ensure that the old steel pipeline network has been deshamail Haider energized / disconnected. Procusement TOM (HSE & QA)



### 5.18 Project Based Daily QA/QC Documentation and Dossier Compilation.

QA/QC Inspector shall ensure proper documentation requirements have been fulfilled according to PQP/ITP and contractor QA/QC daily submitted signed formats to TPI company document controller against each activity for onward compilation of project dossier as per approved index.

A third-Party Quality contractor will verify the construction contractor's invoices against work performed against Services Purchase Order (SPO) quantity and suggest deduction in invoices against under-performance work done due to any reason with respect to ditching depths, sand cushioning, bricks installation, and do not fulfill the general requirement for jointing, commissioning, laying of pipelines, other utilities repairing if damaged and proper backfilling with the removal of debris and surplus material and ignorance of HSEQA compliance with respect to execution activities and safety standards

Further, HSE/QA will coordinate with distribution/Rehab department about final deduction from the construction contractor's invoices.

### 5.19 Final inspection to verify pipeline is ready for commissioning.

After installation and testing the pipeline must be cleaned and any remaining water removed before commissioning. In addition to ensuring product quality, removing excess water reduces the risk of corrosion to the pipeline. Site restoration cannot be overlooked. Pipeline right-of-way should be restored to its original condition including cleaning streets, smoothing grade, sodding/seeding, and repairing other damage caused during construction. Areas that have been disturbed should have erosion and sediment control in place. Areas anticipating high water flow may require additional stabilization features. Inspector must ensure that all the activities are performed as per SSGC's standards

Note: The detailed <u>Guidelines for Pipeline Construction /Inspection</u> and OGRA standards <u>Natural Gas Distribution Technical Standards Regulations</u>, <u>2004</u>" will be used for further reference. As well as following standards shall also be referred to where required.

#### 6. Reference Standards

The most common standards applicable in HDPE pipelines are followed in pipeline construction activities.

Plastic (HDPE 100) Pipeline.

ISO 21307- Plastic Pipes and fittings (Butt Fusion)

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ISO 13955 - Plastic Pipes and fittings (Testing)

ISO 13953 – PE pipes and Fittings (Testing)

ASTM F2620 - Heat Fusion Joining

ISO 13954 – Plastic Pipes and Fittings (Electro Fusion)

EN 12814.1-2000 - Butt Fusion Bend Testing

ISO 13957 – Plastic Pipes and fittings (Tapping Tees)

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### 7. Quality Assurance System Guidelines

#### 7.1 General Information

This portion of document specifies the Contractor's Quality Assurance Requirements. If there is a dispute between this specification and other contract clauses, it must be brought to the attention of SSGC/Project Manager during the bidding process and addressed with SSGC/Project Manager prior to placing an order.

### 7.2 Scope of Work of Quality Assurance System

### 7.2.1 Prior to award of contract

Before making an offer, the bidder must consider the scope of work, drawings, requirements, and standards, as well as other documents attached to the tender/enquiry form.

The bidder shall submit milestone chart showing the time required for each milestone activity and linkages between different milestone activities along with overall time period required to complete the entire scope of work.

The bidder shall develop and submit resource deployment chart and follow the PQP/ITP/QC format document to control/check points for the purpose of quality control and the responsibilities of various functions responsible for quality assurance.

### 7.2.2 After the award of contract

The bidder shall submit the schedule for submission of following documents in the kickoff meeting or within two weeks of the placement of order, whichever is earlier.

- a) Details of QC personnel and area of expertise
- b) Deployment chart
- c) Area of responsibility
- d) Reporting line b/w SSGC and TPI contractor

Various documents submitted by the bidder shall be finalized in consultation with Project Manager/SSGC. All Project Quality Plan (QAP) documents shall be reviewed by concerned Department of SSGC and the bidder shall be required to incorporate all comments within the framework of this specification at this stage of the contract.

### 7.2.3 During job execution

During job execution, the bidder must adhere to all quality occuments submitted and finalized/agreed upon in accordance with the contract's specifications/PQP/ITP.

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Procurement



### 7.3 Quality Assurance System Requirements

- The bidder shall nominate an overall in-charge of the contract titled as "Contractor's Project Manager" for the scope of work of agreed contract. The name of this person shall be duly intimated to SSGC including all subsequent changes, if any. SSGC shall correspond only with the project manager of the bidder on all matters of the project. The project manager of the bidder shall be responsible for co-ordination and management of activities with bidder's organization and all sub-vendors selected by the bidder.
- b. A well-qualified HSE & QA/QC inspector shall be there to oversee all the operations and requirements pertaining to health, safety and quality assurance and shall be the focal person for the subject matter. Refer to Clause 4 – Evaluation Criteria.
- The bidder must follow the contract scope of work according to attached PQP/ITP/QC format such that no significant variations are required during contract execution.
- d. The bidder is required to review the contract at all appropriate stages to evaluate his capabilities with respect to timely and quality completion of all activities pertaining to contracted scope of work and shall report for constraints, if any to SSGC.
- e. For all documents, a system must exist which assures that latest/ required version(s) of the document(s) is available at all location/ point of use.
- The Bidder shall include a list of works which he intends to sub-let to subf. contractors. The work Sublet to Sub-contractors proposed by the Bidder are subject to SSGC/Project Manager approval and they have to comply all criterion mentioned in the contract.
- Bidder shall establish adequate methodology such that the materials supplied by the SSGC shall be adequately preserved, handled and made use of for the purpose for which they are provided. Material issued shall be documented and records shall be maintained.
- All output delivered against contract scope of work shall be suitably identified in such a manner through identification that sufficient traceability is maintained which permits effective resolution of any problem reported in the outputs.
- Critical activities must be defined, and the bidder must have documented methodologies that he would use to carry out those activities within the contract scope of work. Wherever, it is difficult to fully inspect or verify the output (special process), bidder shall pre -qualify, the performers and methodologies.
- All inspections carried out shall be in conformity to quality plans and or inspection & test plans. All inspection results shall be duly commented on controlled forms such that results can be co-related by specific product that was inspected /tested.



- **k.** All inspection, measuring & test equipment shall be duly calibrated as per International standards/ codes.
- I. All outputs delivered against contracted scope of work shall be duly marked such that their inspection status is clearly evident during all stages of the contract.
- m. All non-conformities (NCs) found by the contractor's QA/QC inspector or by HSE&QA/QC SSGC representatives shall be duly recorded, including their disposal action and resolved suitably. Effective corrective and preventive action shall be implemented by the bidder for all repetitive NCs, including deficiencies.
- n. Bidder shall prepare sufficient records for various processes carried out by him for delivery of contract scope of work such that requirements of this contract are objectively demonstrable. In case SSGC finds that enough objective evidence/recording is not available for any particular process, bidder shall be obliged to make additional records so as to provide sufficient objective evidence.
- o. For all special processes, bidder shall deploy only qualified performers. Wherever, SSGC observes any deficiency, the bidder shall arrange the adequate training to the performer(s) before any further delivery of work.
- p. Contractor has to prepare and submit a Weekly Progress Report. These reports will present summaries of the progress included but not limited to the NOC's / Permissions status, Road Cutting, Ditching, Pipe laying, Backfilling activities. The report will detail the progress made in the week and compare with the schedule, whether it is ahead or behind. It will also suggest remedial actions that will be taken to keep the project on track. There shall also be a summary of the material that was used and issued from the store. Any issues being faced by the contractor shall be highlighted to ensure timely communication and resolution.

### 8. Health Safety & Environment Guidelines

Prior to commencement of the Project, the Contractor shall produce a written safety policy and procedure for Project Manager/ SSGC approval and which the Contractor shall enforce during all execution and commissioning activities.

The Contractor must follow the specifications specified in the tender document. Furthermore, the Contractor must follow good working practices when storing and handling cleaning fluids, flammable fluids, and other hazardous materials, and ensure that no smoking or naked flames are allowed in the vicinity when these materials are being used.

Trench walls shall be sufficiently battered in order to minimize a trench collapse. Where there is a danger of an earth slide or collapse, the trench shall remain open for the minimum time possible with proper barricading in the Contractor is to ensure that no person enters a trench, which is of a depth of 5 th. or greater, unless the trench has

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adequate shoring or the sides are battered to such an extent as to prevent a trench collapse.

The Contractor shall also protect all work sites with warning signs, barricades and night lighting. The Contractor shall inspect all fenced excavations daily, and maintain them in good order. The trenches/ pits shall not be kept open in night times. However, in case the same is essential the same shall be properly barricaded with proper lighting arrangements & manned.

The Contractor shall provide First Aid & all Personal Protective Equipment (PPEs) to his deployed labor which are necessary for safe working practice. Any accident causing injury to any person or damage to property or equipment shall be reported to the Project Manager/SSGC. At any stage if, the Project Manager/SSGC determines that the work is being performed by the Contractor in an unsafe manner, he may suspend the work until corrective action is taken by the Contractor.

During the Service Line Connections, the contractor shall take care of all safety norms applicable for such works at site. Contractor shall provide all safety appliances e.g., safety helmets, gloves, safety belts, ladders, staging, shoes, goggles etc.

During purging/Killing of gas pipelines, special procedures to be followed so that there is no chance of any unforeseen explosion. After completion of service line connections and before putting gas in operation, the contractor's workers should be equipped with gas leak / LEL detectors in order to identify any potential and hazardous leaks.

The Contractor shall be responsible for ensuring that the Site is kept clean and tidy and that all scrap materials and tools are removed from the Site on completion of the work.

When working at heights, all appropriate precautions must be taken. Installation of proper barricading and warning signs is required and without adequate lighting and the Project Manager's permission, no night work shall be allowed.



### 9. Special terms and conditions

#### 9.1 STANDARDS

The Contractor shall provide all supervision and inspection services, personnel, transport and equipment for as set out in the BOQ to inspect and test by visual of all jointing/welding activities of the HDPE pipeline and related works carried out by the construction group.

### 9.2 TIME DURATION AND RESOURCE DEPLOYTATION

Expected inspection of completion works for mains & services scope will be **Nine (09) Month for each LOT** from the issuance of Letter to Proceed.

Contractor shall deploy **required manpower** at project site with all resource and all required equipment's and also keep manpower in reserved in order to complete the entire project within stipulated time.

SSGC will conduct interviews and provide recommendations for the deployment of personnel at site.

The inspection Work required to be carried out by The Contractor includes the following:

### 9.3 JOINTING / WELDING INSPECTION

Inspection of the Mains & Service Connection scope shall include but not limited to:

- 9.3.1 The Contractor shall follow necessary documentation as defined in PQP/ITP prior to start of work, in accordance with applicable code and standard, for;
  - 1) The Jointer/Welders qualification test.
  - 2) Testing of Joint quality against FPS/PQR.
  - 3) PQP/ITP (Inspection Test Plan) must be followed to Quality Control activities.
  - 4) Plan for ensuring safety during construction activities.
  - 9.3.2 The Contactor shall check all pipe/fitting ends prior to jointing for any damage and for correctness of face.
  - 9.3.3 The Contractor have to visually inspect all the Production joints, Crossings, Tie-ins joint, service connections, pressure testing & killing activity.
  - 9.3.4 Visual examination record needs to maintain on daily basis.
  - 9.3.5 All Jointers / welders must require valid qualification identification card to their identification.
  - 9.3.6 Jointers / Welders listed in a register of qualified list which needs to include the process and limits of qualification.
  - 9.3.7 The Contractor shall need to check functional parameters of machine
  - 9.3.8 The Contractor shall check fitness of Jointing/welding machines and calibrated gauges duly installed calibration sticker.
  - 9.3.9 The Contractor shall ensure proper sand bags required at pipeline.

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### 9.4 VERIFICATION OF CONTRACTOR QA/QC REPORTS

The Contractor shall also verify all Work covered & carried out by the contractor which will be recorded in daily, weekly & monthly Verification Reports.

#### 9.5 PENALTIES

The COMPANY reserves the right to penalize the Contractor if the staff strength fails below the minimum number specified in personnel requirement as per the advice of HSE&QA and not affect the project activities as per schedule. Deductions will be calculated as per the following formula:

S.No.	Description	Deduction Per
		Instance (Rs.)
1.	HSE & QA/QC Inspector absence	20,000
2.	Missing Daily/Periodic Progress Report (DPR) submission within 48  Hours	Rs. 25,000
3.	Submission of Daily Progress Report (DPR) found to contain discrepancies, including but not limited to: actual work progress differing from the reported information, use of outdated or irrelevant photographs, or inclusion of false or misleading data	Rs. 200,000
4.	Submission of inaccurate, manipulated, or incomplete attendance data	Rs. 100,000

### 9.6 DAILY ATTENDANCE POLICY

The Project Manager shall be solely responsible for submitting a consolidated daily attendance report of all deployed personnel under their project scope with following details.

- Full name and designation of each employee
- Exact location of deployment (site-specific)
- Attendance status (Present / Absent / On Leave /)
- · Time of arrival and departure

**Submission Deadline**: The attendance report must be submitted daily before 10:00 AM to the SSGC HSE&QA department via email.

### 9.7 PERFORMANCE BANK GUARANTEE

The Performance Bank Guarantee (10%) of total bid amount shall be released after (06) Six months of issuance of satisfactory job completion certificate.

### 9.8 MOBILIZATION ADVANCE

No mobilization advance will be provided by the COMPANY to the Contractor.

9.9 MATERIAL, LABOR, TOOLS & EQUIPMENT TO BE PROVIDED BY THE CONTRACTOR COMPANY / NDT COMPANY

The Contractor shall furnish all manpower, tools and equipment including transport necessary to complete the Work in accordance with the specification. All personnel and equipment furnished

with the specification of the AGM (HSE Gas Co. L. AGM (HSE Gas Co. L. Southern Gas Co.



by the Contractor shall be of a grade and type suitable for the environmental and climatic conditions under which the work will operate.

#### 9.10 ADDITIONAL MANPOWER/ EQUIPMENT REQUIRMENT

The Contractor shall perform inspection as per scope of work. However, If at any stage Contractor lags in execution of job, the client at its discretion may advice Contactor to arrange extra resources for meeting the set target of scope timely.

### 10 STOP WORK MATRIX

As part of our uncompromising commitment to Health, Safety, Environment (HSE), and Quality Assurance/Quality Control (QA/QC), HSE&QA/QC contractor engaged on this project are required to strictly adhere to the Stop Work Matrix (SWM). The SWM defines specific site conditions and unsafe practices under which any work must be stopped immediately until corrective action is taken.

The purpose of the SWM is to ensure:

- Immediate response to unsafe or non-compliant conditions.
- Prevention of accidents, injuries, or quality failures.
- Clear roles and responsibilities for stopping work and resolving issues.

Failure to comply with the SWM will result in formal warnings, removal from site, or contract termination depending on the severity and recurrence of the violation.

S/N	Condition	Corrective Action Required		
1	Labour not wearing safety shoes/vest	Provide proper PPE; conduct toolbox talk		
2	No first aid kit available at site	Provide first aid kit on site; ensure regular checks		
3	Missing or inadequate firefighting equipment	Install required fire extinguishers; conduct regular inspection		
4	Equipment at site not calibrated or expired	Send for calibration; replace faulty instruments/equipment		
5	Missing or inadequate barricading in working areas	Install proper barricades with signage		
11 0 1	Welder without valid certification (unskilled welder)	Remove welder; replace with qualified personnel		
	Sand cushioning / screened excavated soil not used or unavailable	Sand cushioning or screened excavated soil must used/available		
8	Bricks unavailable	Bricks must be available		
9	Caution Tape unavailable	Caution Tape must be available		

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S/N	Condition	Corrective Action Required			
10	I PIACTRICAL WIRES OF OTHER LITUITIES AVENUED	Disconnect power or other utilities before work;			
11	Inadequate lighting in working area (especially night work)	Provide temporary lighting immediately			
12		Depth must be maintained as per SOP unless approved by SSGC.			
13		Soap testing of each riser and meter assembly must be carried out.			







### **TECHNICAL EVALUATION CRITERIA**

### 1. Evaluation of Potential Bidders

The purpose of this activity is to evaluate the prospective bidders against pre-determined criteria for inspection of HDPE 100 pipeline laying and allied activities. The process is based on Single Stage Two Envelope Basis in accordance to PPRA Rules 36 (B). Only those bidders will be considered eligible for opening of their financial bids (second envelope) who have acquired the threshold marks during the technical evaluation process of first envelope.

The contractor shall be paid based on pre-defined BOQ items. The contractor is required to quote for all the BOQ items, separately. In case of any BOQ item is not quoted by the bidder, the bid shall not be considered and would be rejected accordingly. Moreover, the contract will be awarded on complete package basis for all BOQ items. For removal of doubt, the bid value of all BOQ items will be added and lowest sum so arrived will be deciding factor for awarding the contract to the lowest bidder. SSGC shall pay the contractor for measured quantity of work actually carried out under the contract (milestone based), no advance payments or mobilization advance shall be paid. Payment shall be made at the rate for the work set out in the agreed rates of BOQ.

### 1.1 Mandatory Requirements

#### 3.1.1 Valid ISO 9001:2015 Certificates

The bidder must have valid ISO 9001:2015 Certificate (copy of certificate to be attached with the bid).

### 3.1.2 Blacklisting

The bidder has to submit an undertaking on stamp paper of PKR 100 that the firm has not been black-listed by any Government/Semi Government Organization.

### 3.1.3 Provincial & Professional Tax Certificate

The bidder has to submit valid copies of Active Status of FBR Income Tax, professional tax and active SRB/BST, whichever applicable with tax certificates.

### 3.1.4 Bank Statement

The bidder has to submit valid copy of bank statement of last three fiscal years

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### 3.2.4 Related Experience & Track Record of Contractor

The track record will be graded on basis of past experience of similar projects on inspection of Steel and HDPE-100 pipeline network. The complete information regarding previous project assignments such as Project description, duration, completion time, resources deployed and project value/Lol etc., copies shall be provided. Certificate of satisfactory completion on the name of firm shall also be submitted by the project owner contractor.

#### 3.2.5 Financial Health

The bidder shall exhibit sound financial health / credit worthiness (Annual Turnover & Liquidity Assets as per criteria tabulated in Financial Requirements) and liable to submit bank statement of last three years of the company to establish whether the firm will be able to carry out the inspection of the project without financial constraints and following documents shall be provided:

- 1. Banker's Certificate (a confidential, current banker's reference/certificate in respect of bidder's financial soundness to be submitted directly by the bank to SSGC in a sealed envelope).
- 2. Copy of Firm's certified/audited annual account for the last 3 years.
- 3. Income Tax clearance certificate for last 3 years.
- 4. Proof of valid GST registration certificate, if applicable.
- 5. Proof of valid PST registration certificate, if applicable.
- 6. Proof of turnover per annum.
- 7. All the information provided shall be supported with the documentary evidence.

### 3.3 Technical Evaluation of Bid

The evaluation parameters are detailed below against which the bidder shall be graded. The process is divided into two (02) parts, first being the Qualitative and the second being the Quantitative. For the Qualitative Part, it is mandatory to tick 'Yes' in all the clauses and submit supporting documents at the time of bid submission. Failing to do so will lead to the rejection of the bid. For the Quantitative Part, the bidder shall be graded against each category and has to score minimum marks of each category and at least 65% marks overall to be technically complaint.

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### 3.1.5 Audited Accounts

The bidder has to submit valid copy of company's audited account of last three fiscal years.

### 3.2 Bid Evaluation Process

### 3.2.1 Methodology/proposal of work

The bidder shall provide a detailed description of how they intend to carry out the inspection, detail the activities, necessary resources which will be used against each activity and expertise to achieve the desired project objectives. The contractor has to adopt the pre-defined PQP, ITP and formats while specifying the inspection methodology. The Bidder is required to submit the Reporting methodology in-line with scope of work and guidelines for inspection.

### 3.2.2 Expertise of Contractor's Team

The bidder shall submit complete information of his team to perform inspection activities including but not limited to CV, qualification, experiences certificates as per attached form **B-01**. The hired team of quality contractor for pipeline construction Inspection activities comprise of the following expertise.

- Project Manager
- HSE&QA/QC inspectors

Detailed requirement of each personnel is given in Clause 4.

There should also be sufficient support field personal along with allied resources available for the required services so that inspection can be done in smooth and uninterrupted manner.

### 3.2.3 Equipment Infrastructure/Office Facility

The contractor must have a designated office location equipped with necessary office equipment i-e: computer, internet, telephone, printing/printers etc. If bidder wins the tender, then he/she may have to develop the temporary office or Camp along with all facilities at the worksite as well.

HSE& QA/QC Contractor has to provide the list of Equipment will be his/her company required to execute the pipeline construction Inspection job that would be Physically checked by SSGC along with an undertaking (Form B-04) that the equipment will be available at project site within the project period.

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### 3.3.1 Qualitative Mandatory Section

Sr. #	Essential / Mandatory Requirement	Yes	No
1	Valid ISO 9001:2015 Certificate		
2	Declaration by firm of non-involvement in litigation / arbitration / black listed by any Government Organization, state-owned corporation, Autonomous Body and/or International Financial Institute (Certificate to this effect on Rs.100/= non-judicial stamp paper).		
3	Bid Bond submitted		,
4	Photocopy of Active Status of FBR Income Tax, SRB/BST whichever applicable, & copy of valid Professional Tax Certificates		
5	Valid copy of company's bank statement of last three fiscal years		

Note: Any "No" in this section means mandatory requirement is not fulfilled and the bid is liable to be rejected without further processing



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### 3.3.2 Quantitative Section

		. So	ore
S. No	Description	Max Marks	Allocated Marks
	Certification	a	
1	Valid Pakistan Engineering Council (PEC) Registration Certificate.		3
	Valid ISO 45001:2018 Certificate	5	1
	Valid ISO 14001:2015 Certificate		1 ,
	Execution Strategy		i
2	Detailed description of how contractor will execute the project, necessary resources which will be used against each activity, expertise to achieve desired project objective and communication/ reporting strategy by following PQP/ITP.  Execution plan (2 marks)  Resource Plan (2 marks)  Gantt chart (1 mark)	5	5
	Nature of Company	·	
3	Proprietorship		2
	Partnership Southern Gar	5	3
	Limited Company		5

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	Experience Related to Pipeline/Underground Utilities Inspecti (Form B-03)	on Job for	last 3 years
	Following details have to be provided for each project/assignmen	t	
	<ul> <li>Project Value</li> <li>Planned Duration and Cost</li> <li>Actual performance – duration and cost</li> <li>Length of pipeline laid</li> </ul>		
4,	Resource (manpower and equipment used)  Bidder shall attach Purchase Order copy of the project		
	Work > 50 KM and above, 5 jobs (5 marks on each job)	,	25
	Work> 30 KM , 5 jobs (4 marks on each job)	- 25	20
	Work > 20 KM, 5 jobs (3 marks on each job)		15
4	Work up to 20 KM, 5 jobs (2 marks on each job)		12
	Contractor's Team		
5	Project Managers (1 Engineer) (6 marks)  Experience: Minimum 05 years.  Qualification: BE (Mechanical, Metallurgy, Materials, Electrical, Industrial, Petro-Gas & Civil).  Certification: PEC Certified / QMS /Project Management Professional	30	10



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	HSE&QA/QC Inspector (10 Inspectors) or equivalent (2 marks each) Experience: Minimum 05years. Qualification: BE/DAE (Mechanical, Metallurgy, Materials, Mechatronics, Electrical, Industrial & Civil). Certification: HSE related Training Certificate, QA/QC related Training Certificate for HDPE.		20
	Office Facility		
6	Office Setup along with staff	5	3
	Computer with Printer & Internet Facility	3	2
	Calibrated Field Equipment like Measurement tools, gauges and Testers owned by the company. List of these tools to be provided by the bidder		. 1
7	Welding gauge (multi-purpose) x10 (0.05 Mark each) Handheld flashlights x 10 (0.05 Mark each) Temperature Gun x 10 (0.05 Mark each) Meter tape (100 Meter) 10 (0.05 Mark each) Digital thermometer x 10 (0.05 Mark each) Vernier caliper x 10 (0.05 Mark each) Vehicle (x2) (1 Mark each)	5	5
	Annual Turn-Over For Last 3 Years: PKR		e e
8	20 Million and above		12
0	15 Million to 20 Million	12	10
	10 Million to 15 Million		8

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,	Less than 10 Million	3°	0			
	Liquid Assets in shape Cash / OD					
9	5 million and above		8			
	3 Million to 5 Million	8	7 7			
	2 Million to 3 Million		5			
	Less than 2 Million		0			

### NOTE:

- 1. Minimum requirement to technically qualify is 70 marks overall and minimum marks of each category.
- 2. In pursuance to clause 18 of PPRA rules if any applicant provides false information he will be subject to disqualification. Hence all documentary evidence submitted by applicants must be correct and genuine. Furthermore, in absence of documentary evidence, no marks will be awarded.
- 3. The successful inspection contractor shall not be in position to transfer the same.
- 4. The profile submitted by contractor will be valid for 120 days.
- 5. Any candidate not fulfilling mandatory requirement and does not submit the mandatory documents at the time of submission of profile, the profile will not be considered for evaluation.
- 6. Updated PQP / ITP's / Construction Quality Monitoring formats will be provided after job awarded of contract / during the kick-off meeting.
- 7. SSGC shall conduct interviews for the Third-Party Inspection (TPI) personnel, provide necessary training, and subsequently conduct a competency test. Only upon successful completion of this process will the personnel be recommended for field deployment.

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### Form B-01 Details of Staff

S. No.	Name .	Designation	Educational Qualification	Year of Experience	Relevant Experience
And the company of th	•				
,	,	, °	,		
(4) (4)	4 9				
	* · · · · · · · · · · · · · · · · · · ·				,

Note: This form provides summary of the manpower for the project. For each employee form, B-01 will be filled, attached with PEC Registration (in case of engineers)/certificate from board of technical education (in case of DAE)/Degree from recognized university (in case of MBA/Masters) shall be enclosed, otherwise no credit/points will be given.

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Procusement Dept.

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# Form B–02 Qualification & Expertise Of Contractor's Team Proposed For The Assignment

Name			
Profession/Expertise		v	
Qualification / No. of Years of Experience			
PEC/DAE/Enrollment No.			
Date of birth		g	
Nationality			
Years with the firm			
Degree of proficiency:			
Experience			ē
Membership of Professional Societies		1	-
Academic Qualification	· · · · · · · · · · · · · · · · · · ·	Y	
Other trainings			
I, the undersigned, certify that correctly describes myself, my		· · · · · · · · · · · · · · · · · · ·	bio-data
	Signature:		
	Dated:		

**Note:** Please fill one form for each employee as above. Additional experience information may be attached with the form.

1. An affidavit on stamp paper of Rs. 50 stating that the copies of certificates attached of key staff are genuine and will be responsible for any discrepancies arising later on.

2. All the above information provided shall be supported with documentary evidence; otherwise no marks will be awarded.

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# Form B-03 Assignment Completed By The Firm In The Last Three Years

Name of the Firm	
Name of Assignment	
Name of Client	
Address of Client	
Start Date	Month/Year
Completion Date	Month/Year
Completion Duration	Month/Year
No. of staff / Professionals deployed	•
Approx. Value of Services/ Assignments	
Description of project	
Description of Services provided by the firm	

### Note:

- i) One form for each assignment.
- ii) All the above information provided shall be supported with documentary evidence; otherwise no marks will be awarded.





### Form B-04 Undertaking of Equipment Owned by Contractor

### Tender Enquiry No. SSGC/

declare that the quantity of earthip and will be made availand operational condition. Derational deficiency, I shalt agree to bear all financial look undertake to pay all liqui	equipri ailable In cas I be li osses	nent detailed throughout the e of any defa able for pena incurred due	in below the project ult in the Ities as p to default	able is und t duration equipmen er PPRA s in misre	der my cor and the sa it ownersh rules. Mor porting the	mpany's ame are ip claim eover, e facts.
nate my contract and debar at my own risk and cost a	/blac	k list my firm /	company	on tempo	rary or per	manen
Description	Qty	Year of Manufacture	Owned or Leased	Capacity	Present Location	Marks
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		3			Sq.	
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	pership and will be made availand operational condition. Perational deficiency, I shall agree to bear all financial logic undertake to pay all liquicitions.  See, I fail to provide below that my contract and debar at my own risk and cost at my.  Description  Description	peclare that the quantity of equipmership and will be made available and operational condition. In casperational deficiency, I shall be liagree to bear all financial losses or undertake to pay all liquidated itions.  se, I fail to provide below mentionate my contract and debar / blact at my own risk and cost and for ey.  Description Qty	pership and will be made available throughout the and operational condition. In case of any defauerational deficiency, I shall be liable for penauagree to bear all financial losses incurred due the rundertake to pay all liquidated damages and itions.  se, I fail to provide below mentioned equipment at my contract and debar / black list my firm / at my own risk and cost and forfeit the performance.  Description  Qty  Year of Manufacture  Signature  Name of Manufacture	pership and will be made available throughout the project and operational condition. In case of any default in the perational deficiency, I shall be liable for penalties as pagree to bear all financial losses incurred due to default er undertake to pay all liquidated damages and penaltie itions.  see, I fail to provide below mentioned equipment/tools, nate my contract and debar / black list my firm / company at my own risk and cost and forfeit the performance between the performance by.  Description  Qty  Year of Manufacture  Owned or Leased  Signature of Contract	pership and will be made available throughout the project duration and operational condition. In case of any default in the equipment perational deficiency, I shall be liable for penalties as per PPRA agree to bear all financial losses incurred due to defaults in misre per undertake to pay all liquidated damages and penalties as per Stitions.  see, I fail to provide below mentioned equipment/tools, SSGC will nate my contract and debar / black list my firm / company on temporate my own risk and cost and forfeit the performance bank guaracty.  Description  Qty  Year of Manufacture  Signature of Contractor:  Name of Contractor:  Name of Contractor:	declare that the quantity of equipment detailed in below table is under my contership and will be made available throughout the project duration and the stand operational condition. In case of any default in the equipment ownersh perational deficiency, I shall be liable for penalties as per PPRA rules. More agree to bear all financial losses incurred due to defaults in misreporting the er undertake to pay all liquidated damages and penalties as per SSGC's termitors.  see, I fail to provide below mentioned equipment/tools, SSGC will have the nate my contract and debar / black list my firm / company on temporary or per at my own risk and cost and forfeit the performance bank guaranty and rest.  Description  Qty  Year of Manufacture  Present Location  Signature of Contractor:  Name of Contractor:  Name of Contractor:

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## FORM "B"

### SSGC/PQC-00

# \*Contractor's Information

# Quality Contractors for Inspection of Gas Pipeline Construction & Allied Activities

Revision 00

Issue Date: Nov, 2016

		Organizatio	n Info	rma	tion				
Date							e <del>n elle un gelle ude</del> n en en en elle A		
Business Name:			1					<del></del>	
Division or Group	DET.			- Profesional Mandel				NA [	
Address ( Manufacturing Facility)		, " · ·	9						
Address (Head office - if different from above)						-5	B		
Tel. No:			Fa	ax No	o.:				
E-mail Address:	Web Site Address:				- 52		,		
Please state the type of busines	ss:								M
Limited Company	Family Conce		Sole	Sole Proprietorship		rship	Par	tnership	
	6).						2		la .
Please attach a copy of your or ( Details of Manpower qualification)				oe att	ached	d)			
Key Contacts (Management, H	SE, Qu	ality, etc.):				4			
Name	MILOS	Title				ntact nber	E-ma	il Addres	is
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Total Size of Facility (Sq.yd		Total	Headco	unt			Year Estab	olished	
Revenue last year: (PKR)			Rented		M	South	ern Gos		
Expected revenue this year: (PKR)			Owned		М	Pro	Curement E		v.
GST Number	M	-	NTN	- 25 1	M	Quis	hane to	*	1

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AGM (HSE & QA)
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# SSGC HSE&QA Department

## FORM "B"

### SSGC/PQC-00

# **Contractor's Information**

# Quality Contractors for Inspection of Gas Pipeline Construction & Allied Activities

Revision 00

Issue Date: Nov, 2016

Sindh sales Tax Number		Litigations with clients if any	Yes No CAttach details of litigation if	any
Bank statement / Certificate Attached	M Yes  No	Financial Audit Firm		
Define the core business/es of to operations must be attached set	he company ( <i>Detail</i> p <i>arately</i> )	s of Tools/ Inspec	tion & Testing Equipment ar	nd related
	•	:		
What are the Strengths of your	organization		The same of the sa	
		$t_{\rm e}$		
List of Customers with % Busine	ss share			
1. 2. 3.			1. 2. 3.	% % %
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# 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/Rid Form.

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- a) All the bidders are advised to furnish fixed bid security (Original Instrument) as per amount appearing in Schedule of Requirement/Bid Form, failing which their bid will be rejected.
- b) The submission of fixed amount of bid security is also mandatory for all the bids valuing Rs.500,000/- or less.
- c) The word lowest bidder or the lowest evaluated bid has been substituted to read as most advantageous bid.
- 11- Bid shall remain valid for acceptance for period of (120) days from the date of public opening of the bids & Bid Bond validity is for 150 days.
- 12- In case the local agent requires to offer bid form more than one Principal / Manufacturer, it is mandatory to purchase separate tender document for each Principal / Manufacturer, failing which the bid submitted with the original tender document will only be accepted and the bid with photocopy of tender document will be rejected.

13- Blacklisting Mechanism of Suppliers and Contractors and their Local Agent:

Black listing mechanism is attached separately in the tender documents which will become an integral part of Tender Documents and now be followed / enforced in true letter & sprit 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 (a)
- Items (b)
- Quantity (c)
- Price (d)
- Invoice value (e)
- Point of delivery (f)
- Delivery challan indicating delivery date, etc. (g)
- Supplier(s) are required to submit signed and stamp acknowledgement slip, Sales Tax return, (h)

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

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



SECTION - V

### **General Terms & Conditions**

# 1. <u>Definitions and Interpretation:</u>

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.
- **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.
- 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.
- 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.
- 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.
- 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.
  - 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.
- 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. <u>Validity:</u>
  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.

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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 sphall 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 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. <u>Completion Period:</u>

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.

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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. <u>Termination of Contract:</u>

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.

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### (iii) <u>Termination for Convenience:</u>

- 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 over come.

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. <u>Insurance:</u>

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 indemnity 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, 2ND FLOOR, HEAD OFFICE, ST-4/B, B-14, SIR SHAH SULEMAN ROAD, GULSHAN-E- IOBAL, KARACHI -PAKISTAN.

Contractor / Consultant's Address:

#### **Dispute Resolution:** 23.

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.

#### **Income Tax and Duties:** 24.

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:

Defective Work not remedied.

Claims filed or reasonable evidence indicating probable filling of claim. (b)

Failure of the Contractor / Consultant to make payments properly to Sub-Contractor / Consultants. (c)

Damage to another Contractor / Consultant. (d)

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 ern c because of such delays.

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

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

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

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

- Corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of an official/company. 26.1
- 26.2
- Misrepresentation of facts (by providing fake documents, concealing) and reporting facts pertaining to the bid) in order to influence the procurement process of the execution of the purchase order/contract.

  Collusive practices among bidders (prior to or after bid submissional prices at artificial, non-competitive leaves. 26.3
- 26.4 open competitive.

#### 27. **GOP's Obligation:**

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

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

#### 28. Late Bid:

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

#### 29. Rebate / Discount:

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

### 30.

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. hern G

# FINANCIAL PROPOSAL





	F	or (Jackson Ma	arket, Kema	ri)	
S. No.	Description	Unit of Measurement	Quantity	Unit (PKR)	Total Amount (PKR)
1	Inspection of Trenching, Padding, Backfilling Laying, welding, Jointing, Boring/Moling for crossing and Sundry Work of HDPE 100 Pipe of Dia. 250,180,125 and 63 mm. (Refer details of BOQ items)	Per Km	72.864		
2	Inspection of Riser Fabrication & Service Connections to Domestic & Commercial Customers. (Refer details of BOQ items)	Per Connection	6,213		
3	Gas Meter Installation, Shifting and Associated Sundry Work. (Refer details of BOQ items)	Per Gas Meter	14,230	9	
4	Inspection of Killing of Existing Gas Pipelines & Associated Sundry Work. (Refer details of BOQ items)	Lump	sum Amount		
	Grand Total				

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### **Notes**

- Contract will awarded on complete project basis and lowest grand total of BOQ will be considered for award of Project.
- Payment will be paid on actual BOQ items covered of Rehabilitation Schemes by construction Contractor.

### Payment Milestones

 Payment will be paid on each 30% KMs work completed of BOQ item 1, 30% of BOQ Item 2, 30% Gas meters shifted (BOQ Item 3) by construction contractor. Remaining 10% will be paid after submission of Final Dossier of particular LOT. BOQ item 4 will be paid on completion of task.

### Time Period

 Planned time period for complete rehabilitation work of project is 9 months. However, any delay in completion period or idle time of project due to any reason will be covered in cost. All additional cost will be borne by HSE & QA/QC Contractor.

### **Details of BOQ Items**

- 1. Inspection of Trenching, Padding, Backfilling Laying and Sundry Work of HDPE 100 Pipe of Dia. 250,180,125 and 63 mm.
  - a. Contractor is wholly solely responsible for inspection of all execution activities including but not limited to inspection of all Construction equipment / Machinery for Trenching, backfilling, laying & completion of Pipeline.
  - b. Wherever required the grass/ turfing, pavement, linings, drains roads and other such 'pucca' area shall be locally removed to facilitate trenching and pipe laying works. Make sure these works are carried out with involvement of relevant parties and deal with any conflict arises on field.
  - c. Make sure Trenching in all kind of soil up to required depth, Dewatering, Soft padding, Backfilling, provision and laying of High Quality Burnt Clay Bricks& Caution Tape etc. Extra depth and width will be required if underground utilities are encountered along the route.
  - d. Inspect all equipment, machinery & tools for High Quality Burnt Clay Bricks (size: 4" wide, 3" thick and 9" long) into the trench over the laid Polyethylene (HDPE) pipeline.
  - e. Inspection of Trial pit(s) of size (2'x 6') upto 4' to 6' depth for selecting of pipeline route and locating of underground utilities to finalize the route by proper demarcation at 100' ft., interval & backfilling of same after finalization of route.
  - f. Inspection of Uncoiling/ stringing the HDPE pipes into trenches as per specification.
  - g. Inspection of Back filling and crowning using approved 'good' soil or using excavated earth as per requirement and specification and cleaning of all unserviceable material, debris, excess earth near trenches etc., to designated disposal area.

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AGM (HSE & QA)
Sui Southern Gas Co. Lid



- h. Make sure Repair & maintenance of other underground utilities damaged during physical excavation / work with the entire satisfaction of area customer / residents.
- Inspection of Jointing of HDPE 100 Pipe of Dia 250,180,125 and 63 mm and Associated Sundry Work.
  - a. Verify Construction Contractor's area and crossings survey and drawings for proposed gas pipe line laying and submit report to SSGC for approval.
  - b. Reconcile Receipt of materials supplied by SSGC from its designated stores, loading, transportation, unloading at Contractor's stores near project sites. Inspection of Proper storing, stacking, identification, security, and insurance during storage laying and upto handing over of pipelines.
  - c. Make sure construction contractor Grade the routes, Installation of Safety/ Warning Signs, barricading of the entire route to be trenched. Pits to be similarly barricaded along the warning sign.
  - d. Inspection of Jointing the pipe ends with fittings, elbow, tee, reducers, tapping saddles, end caps, transition fittings, casing etc., including construction of supports and butt joining by approved fusion techniques as per SOPs given in Tender.
  - e. Witness and verify at least once or as per the recommendation of Project Manager/SSGC the Construction Contractor has to perform Destructive & Non Destructive Testing of HDPE pipe Joints including Butt, Socket & Electro Fusion Joints of each diameter going to be used at side in compliance to the standards.
  - f. Witness air purging, poly pigging and pneumatic testing as per specifications and approved procedures.
  - g. Verify As-built/As Laid drawings, details of crossings, utility graphs, measurement sheets and deviation statements on completion / commissioning of work by way of drawing. sketches and tables.
  - h. Any other activity not mentioned/covered explicitly above, but otherwise required for satisfactory completion / operation / safety/statutory/maintenance of the works shall also be covered under the Scope of work and has to be completed by the HSE&QA/QC Contractor within specified schedule at no extra cost to SSGC.
- 3. Inspection of Boring/Moling for Crossing of HDPE 100 Pipe of Dia 250,180,125 and 63 mm and Associated Sundry Work.

Inspection laying of HDPE 100 pipe of dia. 250,180, 125, 63 mm using Moling or Boring Technique with or without casing pipes as per specification and as directed by Project Manager/SSGC.

Inspection of Riser Fabrication & Service Connections to Domestic & Commercial Customers.

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- **a.** Make sure Selection of route and marking on walls/floors between transition fitting to the Gas Meter making openings and provisions for fixing clamps are as per standard.
- b. Inspection of Fabrication of risers from Steel/Galvanized Iron Pipes of ½", ¾", 1" dia., their installation between transition fittings to the gas meter including NPT threading of pipes, and jointing of fittings such as 40 mm HDPE Sleeve Pipe, elbows, tees, connectors, regulators, meter, isolation valves etc.
- c. Inspection and verification of Ditching, soft padding and backfilling as per SSGC specifications and the requirement of Domestic and Commercial gas connection.
- d. Inspection of Making Service Pit to the required size, Electro Fusion of Service TEE on main gas line, jointing 20 mm HDPE service pipe, installing caution tapes and fusing of transition fitting with riser.
- e. Witness shifting of CMSs from old pipelines to the new HDPE 100 layed pipelines.
- f. Inspection of all associated sundry work required to execute the complete job to the entire satisfaction of Project Manager/SSGC.

### 5. Gas Meter Installation, Shifting and Associated Sundry Work.

- a. Witness Testing & Commissioning of Service Lines including purging as per specification and handing over the installation to customer to the entire satisfaction of Project Manager/SSGC.
- b. Verify removing of existing (old) service connection / assembly along with meter, regulator, ML cock & fitting after dismantling all joints from (outlet of service valve up to outlet of meter).
- c. Verify/reconcile Handling of old risers, regulators, gas meters and associated fittings and its reconciliation and transporting to SSGC's designated places as per instructions of the Project Manager/SSGC.
- d. Verify New ML cock, regulator and service valve shall then be installed on new service connection along with gas meter by using Galvanized Iron pipe, fabrication of U-Bend, etc., as per drawing provided by SSGC. Only Teflon tape would be used for sealing of all screwed joints
- e. Make sure the new assembly would be properly secured by using pipe brackets / hooks at least (02) nos. at each service connection before and after service valve (punched / drilled in the wall with wooden plug).
- f. Make sure meter found inside the premises shall also have to be relocated to outside of the premises by carrying out necessary alteration in houseline upto the outlet of meter accordingly.
- g. After commissioning & completion of each connection, the contractor must check all joints by soap solution to ensure that the all joints are completely leak free.
- h. All GI fitting shall be properly galvanized from all over the surface.
- i. All service valves will be painted with Red enamel color.
- j. Completion of all the above activities as directed by the SSGC's Site Engineer.
- k. The Payment will be made for the actual work done as per TOR/Scope of Work

6. Inspection of Killing of Existing Gas Pipelines & Associated Sundry Work.

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- a. Verify Killing of existing pipelines network and its associated allied activities as per the instructions of the Project Manager/SSGC.
- b. Witness Deployment of all equipment, machinery & tools for excavation of 4.5'x3.5'x4' size Pits for Locating, Killing / Disconnecting of existing network and installation of fittings, as per site requirement or as advised by Project Engineer/SSGC.
- c. Make sure constructor contractor perform all the allied activities including:
  - Removal of extra material /garbage
  - De-watering, if required.
  - Repair & maintenance of other underground utilities damaged during physical excavation of pits.
  - Backfilling & Crowning of pits.

### 7. Inspection of Non-Destructive Testing (NDT) of Steel Pipes & Associated Sundry Work

- a. Verify that Non-Destructive Testing (NDT) of steel pipes is carried out strictly in accordance with project specifications, relevant codes, and SOP.
- b. Witness the deployment and calibration of all NDT equipment and tools such as Ultrasonic Testing (UT), Magnetic Particle Testing (MPT), or Dye Penetrant Testing (DPT), ensuring they are fit for purpose and as per approved procedures.
- c. Make sure the contractor performs all associated activities including:
  - Surface preparation of steel pipes before testing (cleaning, grinding, or other required treatment).
  - Ensuring all NDT personnel are qualified and certified for the specific testing method.
  - Proper marking and identification of tested areas and defects, if any.
  - Documentation of test results with clear reporting of any indications or discontinuities found.
  - Immediate notification and coordination with Project Engineer/SSGC in case of detection of any unacceptable defects or anomalies.
  - Proper maintenance and calibration of NDT equipment throughout the testing duration.
  - Compliance with safety measures and site-specific health and safety requirements during testing operations.

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AGM (HSE & QA)
Sul Southern Gas Co. Ltd.

Enquiry No.

SSGC/SC/14013

### TENDER ENQUIRY NO. SSGC/SC/14013



### SCHEDULE OF REQUIREMENT

### AND

### BID FORM

Sr. NO.	DESCRIPTION OF ITEMS / PART NOS. (1)	QUNATITY (3)	UOM	UNIT PRICE (5)	TOTAL AMOUNT 6=3X5
1	[1] GAS METER INSTALLATION, SHIFTING AND ASSOCIATED SUNDRY WORKS FOR JACKSON MARKET, KEMARI (AS PER BOQ)	14,230.00	Each		
2	[2] INSPECTION OF KILLING OF EXISTING GAS PIPELINES & ASSOCIATED SUNDRY WORK FOR JACKSON MARKET, KEMARI (AS PER BOQ)	1.00	Lump Sum		
3	[3] INSPECTION OF RISER FABRICATION & SERVICE CONNECTIONS TO DOMESTIC & COMMERCIAL CUSTOMERS FOR JACKSON MARKET, KEMARI (AS PER BOQ)	6,213.00	Each		
4	[4] INSPECTION OF TRENCHING PADDING, BACKFILLING, WELDING, JOINTING, BORING/MOLING FOR CROSSING AND SUNDRY WORK OF HDPE 100 PIPE OF DIA. 250,180,125 AND 63 MM FOR JACKSON MARKET, KEMARI (AS PER BOQ)				
		72.86	Kelo Mete		

#### Fix Bid Bond Amount in PKR :

### 170000

### NOTE :

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



SIGNAUTRE OF BIDDER:
NAME
NAME OF BIDDER:
STAMP
DATE

Report	Run	by	:	DESKTOP-D30VR27	
Enqui	rу	No.		SSGC/SC/14013	





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

### **BID BOND FORMAT**

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

# Tender Enquiry No SSGC / SC /

Dear S	Sirs,
	"The Bidder" having submitted the accompanying bid and in consideration of value received from we hereby agree to undertake as
follow	vs:
received after aft	o make un-conditional payment of Rupees upon your return demand without further course, question or reference to the Bidder or any other person, in the event of the with drawl of the oresaid Bid by the Bidder before the end of the period specified in the Bid after the opening of the same or 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 intractual documents if any as may be required by the Company, or on the Bidders' failure to give the quisite Performance Bond as may be required for the fulfillment or resulting Contract with 10 days of the acceptance of the Bid.
COI	accept written intimation(s) from you as sufficient evidence of the existence of default or non impliance as aforesaid on the part of the Bidder and to make payment immediately upon receipt of the itten intimation.
afo	grant of time or other indulgence to, or composition, or arrangement with the Bidder in respect of the presaid Bid with or without notice to us shall in any manner discharge or otherwise, however, affect this arantee and our liabilities and commitments hereunder.
4. The	e guarantee shall be binding on us and our successors in interest and shall be irrevocable.
5. Thi	is guarantee shall remain valid upto
Yours f	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

	ST-4/B, Sir Shah Muhammad Suleman Road, Block 14, Gulshan-e-Iqbal, Da	nk Guarantee #te of Issue :te of Expiry :
	Tender Enquiry No SS	SGC/SC/
	Dear Sirs,	
I N	In consideration of your entering/having entered into Contract M/s hereinafter called "The received from the Contractor, we hereby agree and undertake as	ct No with Contractor" and in consideration of value follows:-
	1. To make un-conditional payment of Rupees amount as you may require from time to time as and when the aggregate payment of Rupees damaged and security for the due fulfillment by the Contract and total and faithful performance of the above Contract mentioned Contract upon your written demand(s) without Contractor or any other person in the event of the Contractol liabilities and faithful performance arising under and in purabove mentioned agreement of which you shall be the sole ju	called upon by you to do so, not exceeding in being the amount covering liquidated tor of all liabilities, obligations, commitments by the Contractor as specified in the above further recourse, question or reference to the r's default in compliance with its obligations, ursuance of the Work committed by it in the
2.	2. To accept written intimation(s) from you as sufficient excompliance as aforesaid on the part of the Contractor and to the written intimation.	vidence of the existence of default or non o make cayment immediately upon receipt of
3.	3. To keep this guarantee in full force from the date of this g specified in the above referred Contract and all other obligat above contract are duly fulfilled by the Contractor to the satis	ions of the Contractor as are contained in the
4.	No grant of time or other indulgence to, or composition, or a the performance of its obligations under and in pursuance of with or without notice to us shall in any manner discharge of and our liabilities and commitment there under.	of the said agreement or any clause thereof
5.	. The guarantee shall be binding on us and our successors in in	terest and shall be irrevocable.
6.	. This guarantee shall not be affected by any change in the constitution of	e constitution of the guarantor bank or the
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
theprocurement of any contract, r	ight, interest, privilege or other obligation or benefit from Sui Southern
GasCompany Limited or any adm	ninistrative subdivision or agency thereof or any other entity owned or
controlledby Sui Southern Gas Com	pany Limited (SSGCL) through any corrupt business practice.

Without limiting the generality of the foregoing, [the Seller/Supplier] represents and warrants that it has fullydeclared the brokerage, commission, fees, etc., paid or payable to anyone and not given or agreed to give andshall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through anynatural 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, whetherdescribed as consultation fee or otherwise, with the object of obtaining or inducing the procurement of acontract, 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, notmaking full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of thisdeclaration, representation and warranty. It agrees that any contract, right, interest, privilege or otherobligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights andremedies 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 benefitin 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

Dept

Ga.	IIS AGREEMENT, made and entered into this day of, 2018 by and between Sui Southern s Company Limited, having its office at ST-4/B, Sir Shah Muhammad Suleman Road, Block 14, Gulshan-e-Iqbal, rachi, hereinafter referred to as the "Company" of the one part and M/s.
exp	hereinafter referred to as the "Contractor", (which pression shall include the successors, of the said firm, heirs, executives, administrators and assigns of the Partners of said firm individually or severally) of the other part.
WI	TNESSETH:
WH " w	HEREAS, under the procedures, bids have heretofore been received by the Company for carrying out "ork and the tender of the Contractor for the said work has been accepted by the Company.
NO con	W THEREFORE, for and in consideration of the promises, negotiations, covenants and agreements hereunder tained and to be performed by the parties hereto, the said parties hereby covenant and agree as follows:-
Arti	cle-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.
	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.
Artic	ele-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.
Artic	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.  le-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:

The Article of Agreement.

0)	Invitation, Instructions to bio Tender Form, Bill of Quantitie	lders, Scope of Work, Special a	comprising Letter of und General Conditions of Contract,
c)	Company letter No	, dated	
		, dated	
d)		ter of Intent (LOI) No.	
e)	Acceptance by the Contracto	r on the copy of LOI.	
f)	Letter to Proceed No.SSGC/I	PROC/S&C/, dated	·
g)	Performance Bank Guara Rs issued by	ntee No, dat	ed, amounting to
in the office of	the Sui Southern Gas Company I	Limited and one given to the Contr	9
authorized repr	resentatives as of the day and year	herein above set forth.	achi in two counterparts by their duly
Signed for and M/s. Sui South	on behalf of ern Gas Company Limited	Signed for and on b	
Signature :		Signature :	
Name :		Name :	
		*	el <sup>er d</sup>
In the presence	of:	i i	
	9		
C:			
		Signature :	
Name :	•	Name :	
Signature :			
			Juhern Gas C
			Procurement 1



Supplier	code:	

### FORM-X

# Bank account details form for all Beneficiaries

(Mandatory requirement for Digital Online Banking)

As non EDD Davids' - CH CN 4 (2.0 KD D. )	
As per FBR Regulations ref # C.No.4 (24) IT-Budge payment online w.e.f. 01-11-2021. All beneficiaries a mandatory:	t/2021-142150-R dated 23 <sup>rd</sup> Sept <sup>2</sup> 2021 to make the are required to fill in the below details, which is
Name of Firm:	
Address of Firm:	
	ž.
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	
Date:	Authorized Sign & Stamp
Note: All payments transactions will be made on ab	ove mentioned Account details. This is only a

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.

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

### 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
- 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:

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

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

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 fundersigned, 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 Itail 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 Lefter 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		The state of the s	10. A
Name of the person duly authorized to	osign the Bid	on behalf of the	Bidder**
Title of the person signing the Bid		**	
Signature of the person named above	The state of the s		
Date signed	The state of the s	ley 81	

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



# SECTION-VIII

# 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 prequalified 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.

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### 4. REASONS FOR BLACKLISTING

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

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

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

influence a procurement process or the execution of a contract;

4.1.3 "Collusive Practice" means a scheme 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. I 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:

 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

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.

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

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

### 4.2.2 Purchase Order / Contract Implementation Stage

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

- 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:
  - Employment of competent technical Person(s) / Firm(s)nel, competent engineers and/or work supervisors;
  - Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
  - 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.
  - Non-Performance of the supplier in respect of tender terms & conditions and the delivery / supply of material.
- 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:
  - Defective design resulting in substantial corrective works in design and/or construction;
  - Failure to deliver critical outputs due to. consultant's fault or negligence;
  - c. Specifying materials which are inappropriate, substandard or way above acceptable standards:

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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

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

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

# SUSPENSION AND BLACKLISTING PROCEDURE

- The supplier or contractor who is to be blacklisted for a specified period is given adequate opportunity of being heard.
- 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.
- 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 permeant 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.
- A copy of the letter of the defaulted supplier / contractor alongwith covering letter with pertinent documents is / also forwarded to the Authority (PPRA) for uploading on PPRA website.
- 8. The blacklisting information of the supplier / contractor is uploaded on the websites.

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- 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.

### 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.
- Submission of false and spurious documents, making false statements, making frivolous complaints and allegations to gain undue advantage.

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- iii Commission of embezzlement, criminal breach of trust, theft, cheating, forgery, bribery, falsification or destruction of records, receiving stolen property, false use of trademark, securing fraudulent registration, giving false evidence, furnishing of false information of serious nature.
- iv Submission of false bid security or infringement of documents to get undue monetary or any other benefit.
- 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:-

- 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.

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- iii. Any attempt / activity to malign or bring SSGC into disrepute and harm its interest(s).
- iv. Person(s) / Firm(s)(s) blacklisted by International Financial Institutions (donor agencies) will be liable to be blacklisted after receipt of confirmation from the donor agencies without any further proceeding.
- v. Any other cause deemed just and appropriate by CPPA in the given circumstances.
- Note: (1) If above mentioned causes occur either on part of the principal bidder or the local agent, both shall be considered for blacklisting / debarment.
  - (2) The authorization of the foreign bidder to local agent shall contain his complete particulars including the name of the company, name of the owner, National Tax number (NTN), CNIC (Computerized National Identity Card) No. etc. In case, the said information is found to be missing, even after calling for the same within a reasonable time, the authority letter shall not be accepted.
  - (3) The 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)(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)(s) shall be accorded adequate opportunity of hearing in order to defend the charges within the given timelines,
- (iii) The Notice to the Person(s) / Firm(s) shall be sent at the mailing/postal address as provided under the Contract or any other address provided by way of subsequent written communication by the Person(s) / Firm(s) The non-receipt of the Notice due to incorrect / change in mailing address without any written communication shall not be attributable to

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

### 7. DECISION

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

### 8. COMMUNICATION OF DECISION

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

The temporary Blacklisting 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:

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

١,	[Supplier's Authorized R			
Name	e], of[Supplier Company Name	[Supplier Company Name], with principal		
office	located at			
[Full A	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 Integra	ted Management		
	System (IMS) Manual provided by Sui Southern Gas Company Limited			
	official website [https://www.ssgc.com.pk/web/wp-content/uploads/20			
	Mannual-1-1.pdf].			
3.	That [Supplier Co	ompany Name]		
	agrees to comply fully with all the policies, procedures, and responsible	ilities outlined in t		
	IMS Manual, and will ensure that all relevant employees, contractors, a	nd agents are mad		
	aware of and comply with the same.	_		
4.	That [Supplier Compa	my Namal		
4.	[Supplier Collipa	ny Name]		
4.	acknowledges that failure to comply with the IMS Manual may result in	corrective action,		
	acknowledges that failure to comply with the IMS Manual may result in including but not limited to financial penalties as per SSGC policy and su termination of business with Sui Southern Gas Company Limited (SSGC).  This affidavit is made in good faith and for the purpose of affirming our of the purpose of	corrective action, spension or commitment to		
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Ref No	Dated
M/s	
SNTN	
Address	
NOTICE UNDER RULE 3(1) OF T PROCEDURE (WITHHOLDING)	HE SINDH SALES TAX SPECIAL RULES, 2011.
Dear Sir,	
deduct the prescribed amounts of Sindh relation to the services provided or rend	dered by you to us. We hold NTN/FTN withheld/deducted amounts of Sindh of account "B-02384" against a SRB-W-04) in the manner prescribed under occount (Withhelding) Pulsa 2014
	Signature
	Name
Procurement Dept.	Designation
J. Gulshan endy	Official seal



# **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:

- 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.
- 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:

- 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).
- 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 white there is no change in other Rules (income tax withholding Balochistan Sales Tax withholding; etc.)





# سوئ سدرن گیس کمپنی لمیثهٔ پروکیورمنٹ ٹیپارٹمنٹ

# تمام ٹھیکیداروں کے لئے معیاری ایڈوائزری

خدمات کی ادائیگی پر سندھ سیلز ٹیکس (۱ جولائی ۲۰۲۴ سے نافذ العمل)

### يس مننظر

### مطلع كيا جائ كه:

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، جبکه وینڈرز بقیه 80% خود جمع کراتے ہیں۔

2. مارچ 2024 سے جون 2024 تک، SSGG 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، جبکه بقیه 20% وینڈرز خود جمع کراتے ہیں۔

# <u>قانون میں ترمیم</u>

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۔

# سنده سیلز ٹیکس ودہولڈنگ کا نظرثانی شدہ طریقه کار

مندرجه 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 کتوتی 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 (جبکه 80% وینڈر براہ راست SRB کے ساتھ جمع کرائے گا)

یه واضح رہے که صرف سندھ ودہولڈنگ رولز وائٹ میں ترمیم کی گئی ہے دیگر روائی انتم الکیس ود ہولڈنگ بلوچستان سیلز ٹیکس ود ہولڈنگ وغیرہ) میں کوئی تبدیلی نہیں کی گئی ہے۔