



**Sui Southern Gas
Company Limited**

Ref: SSGC/SC/PT/EPADS/14105-Ext / 2026
Date 19 February 2026

Extension # 4

HIRING OF SERVICES|HORIZONTAL DIRECTIONAL DRILLING(HDD) OF 24" DIA. & 12" DIA. QUETTA PIPELINES AT BIBI NANI

Tender Enquiry No. SSGC/SC/PT/EPADS/14105

Dear Sir,

This refers to above mentioned tender enquiry, the bid submission / opening date has been extended up to "13 March 2026 at 1100 Hrs." instead of existing.

All other terms & conditions will remain unchanged.

Inconvenience caused is highly regretted please.

For General Manager (Procurement)





**Sui Southern Gas
Company Limited**

Ref: SSGC/SC/PT/EPADS/14105-Ext / 2026

Date 26 January 2026

Extension # 3

HIRING OF SERVICES HORIZONTAL DIRECTIONAL DRILLING (HDD) OF 24" DIA. & 12" DIA. QUETTA PIPELINES AT BIBI NANI

Tender Enquiry No. SSGC/SC/PT/EPADS/14105

Dear Sir,

This refers to above mentioned tender enquiry, the bid submission / opening date has been extended up to "18 February 2026 at 1100 Hrs." instead of existing.

All other terms & conditions will remain unchanged.

Inconvenience caused is highly regretted please.



For General Manager (Procurement)





**Sui Southern Gas
Company Limited**

Ref: SSGC/SC/PT/EPADS/14105-Ext / 2026
Date 06 January 2026

Extension # 2

HIRING OF SERVICES|HORIZONTAL DIRECTIONAL DRILLING(HDD) OF 24" DIA. & 12" DIA. QUETTA PIPELINES AT BIBI NANI

Tender Enquiry No. SSGC/SC/PT/EPADS/14105

Dear Sir,

This refers to above mentioned tender enquiry, the bid submission / opening date has been extended up to "26 January 2025 at 1100 Hrs." instead of existing.

All other terms & conditions will remain unchanged.

Inconvenience caused is highly regretted please.

For General Manager (Procurement)





**Sui Southern Gas
Company Limited**

Ref: SSGC/SC/PT/EPADS/14105-Ext / 2025
Date 18 December 2025

Extension # 1

HIRING OF SERVICES|HORIZONTAL DIRECTIONAL DRILLING(HDD) OF 24" DIA. & 12" DIA. QUETTA PIPELINES AT BIBI NANI

Tender Enquiry No. SSGC/SC/PT/EPADS/14105

Dear Sir,

This refers to above mentioned tender enquiry, the bid submission / opening date has been extended up to "08 January 2026 at 1100 Hrs." instead of existing.

All other terms & conditions will remain unchanged.

Inconvenience caused is highly regretted please.


For General Manager (Procurement)



SUI SOUTHERN GAS COMPANY LIMITED

Meeting Title: Hiring of Services for Horizontal Directional Drilling (HDD) of 12" & 24" Dia Quetta Pipeline at Bibi Nani (SSGC/SC/PT/EPADS/14105)	
Time: 15th Dec, 2025 @ 11:00 am	Venue: Conference Room, 2nd Floor, SSGC HO

1) Attendance

S.No.	Names	Designation	Department
<u>SSGC Executives</u>			
1	Mr. Shamim Hyder	Acting General Manager	Planning & Development
2	Mr. Aatir Salman	Deputy General Manager	Planning & Development
3	Mr. Faiz Ahmed	Deputy Chief Manager	Planning & Development
4	Mr. Arslan Hafeez	Deputy Chief Engineer	Planning & Development
5	Mr. Iftikhar Hussain	Engineer	Planning & Development
6	Ms. Nimra Zubair	Engineer	Planning & Development
7	Mr. Omer Rizwan	Assistant Engineer	Planning & Development
8	Mr. Mustafa Faisal	Deputy Chief Manager	Procurement
9	Shaikh M. Hassan	Deputy Manager	Procurement
10	Muhammad Raheel	Executive	Procurement
<u>Prospective Bidders</u>			
1	Mr. Muhammad Rafique	Sachal Engg Pvt Works Ltd	
2	Mr. Imran Rizvi	A.W.S	
3	Mr. Atir Siddiqui		

Discussions

A meeting was conducted to formally discuss the scope of work and project timelines for captioned project.

- The depth below riverbed for tie-in section of pipeline will be atleast 6 meters.
- Supply of all consumable materials (like welding electrodes, HSS and Grit blast material) will be the responsibility of SSGC. Contractor is responsible to consume the SSGC calculated amount of material. Extra material cost will be borne by the Contractor by their own.
- All necessary government permissions for HDD works (NHA) will be the responsibility of SSGC. However, if any issue arises from the local community will be settle by the Contractor by their own.
- All necessary documents (i.e. Soil Investigation Report, HDD Design) shall be submitted for review and approval before execution of project.
- The basis of Bill of Quantities is **lump-sum** with no further division as mentioned in tender document.
- P&D showed the prospective bidders the drone footage of the site area, where they evaluated the stringing of pipe lengths and the placement of HDD machine.
- The prospective bidders shall visit the project site after aligning with the concerned security personnel on their own accord without any SSGC representative.
- AGM (P&D) emphasized the completion period of the project i.e. 120 days will **remain unchanged** due to commissioning requirement before 30th June 2026.





Ref# SSGC/SC/PT/14105/Pre-Bid/2025
Dated: December 02, 2025

PRE-BID MEETING INVITATION

Hiring of Services Horizontal Directional Drilling

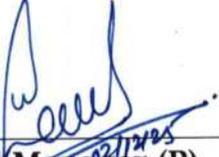
Tender Enquiry No. SSGC/SC/PT/EPADS/14105

Dear Sir,

This is with reference to subject Tender Enquiry, the Pre-Bid Meeting of subject tender has been scheduled on ***“15-12-2025 at 1100 Hrs at 2nd Floor Procurement Department Conference Room SSGC Head Office Karachi”***.

Authorized person attending the subject meeting should bring:

- (a) Original CNIC.
- (b) Authority letter to attend the Pre-Bid meeting on their company's letterhead.



For General Manager (P)



Checklist for Bidders

Enquiry #: 14105 Opening Date: _____ Time: _____
 M/s, _____ Phone No: _____

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

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

Note:

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

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



 Bidders Authorized Representative



M/s. _____

Hiring of Services Horizontal Directional Drilling

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

Under Single Stage Two Envelope Bidding Procedure

(Under the Clause # 36(b) of PPRA Rules 2004)

**Tender Enquiry No. SSGC/SC/PT/EPAD/14105
SECTION – I**

Invitation to Bid

Sui Southern Gas Company Limited (SSGC) intends to carry out the work related to Hiring of Services Horizontal Directional Drilling(HDD) of 24" Dia. & 12" Dia. Quetta Pipelines at Bibi Nani (As Per BOQ/Criteria) (Having Valid PEC Certificate Category C-2 Or above Having specialization of CE-08 & CE-10) (For Foreign Firms must attach Joint Venture Agreement along with the Bid as per PEC Bylaws 1987) (Having valid HSE & QMS ISO 9001, OHSAS 18001/45001 & ISO 14001 Certifications or equivalent) (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 Rs.1,500,000(Fifteen Hundred Thousand Rupees Only) in the form of Pay order / Demand Draft in favor of Sui Southern Gas Company Limited. No bid shall be entertained without bid bond / earnest money.

The 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 there of 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	Scope of Work/Special Terms & Conditions /Evaluation Criteria /with Forms
Section – IV	Special Conditions of Tender Document
Section – V	General Terms & Conditions



Financial Proposal

Section – VI	Tender Form
Section – VII	Bill of Quantity (BOQ)/Bid Form
Section – VIII	Bid Bond Format/Performance Bond /Format of Declaration/Contract Form/Form X/Annexure I/ Form of Bid Securing Declaration
Section – IX/X	Blacklisting Mechanism/HSE Manual/SSTW-05

Application for technical and financial proposals will be received at:

Bids will be submitted online on EPADS Portal on or before **22-12-2025 at 1100** hours. The bids will be publicly opened at **1130** hours on same day online on EPADS in the presence of bidders and / or their authorized agents who may wish to attend.


For **General Manager (Procurement)**



TECHNICAL

PROPOSAL



SECTION - II

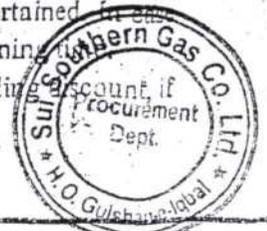
INSTRUCTIONS TO BIDDERS



SECTION - II

Instructions to Bidders

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



SECTION – II(A)

SCOPE OF WORK

PROJECT BACKGROUND

Sui Southern Gas Company Limited, intends to re-route and re-lower the 12" QPL and 24" QPL-CEP pipelines to cross the Bolan River through Horizontal Directional Drilling (HDD) at Bibi Nani. This is a critical infrastructure project, and to ensure a safe and effective installation, detailed geotechnical investigations and a robust HDD installation plan are required. The geotechnical investigation will support the design of the HDD crossing and inform the execution of the pipeline installation under the riverbed.

BRIEF SCOPE OF WORK (EPC BASIS)

1. Geotechnical Survey

1.1 Objective

The primary objective is to obtain essential geotechnical data that will support the detailed design of the HDD crossings, specifically regarding soil characteristics, groundwater conditions, and soil stratigraphy. This data will ensure the design's technical accuracy, stability, and feasibility for HDD pipeline installation.

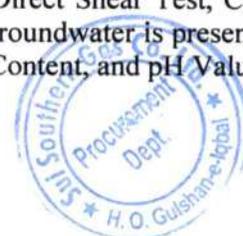
1.2 Fieldwork

The Contractor shall be fully responsible for the planning and execution of the field investigations, including but not limited to the following:

- Mobilization & Site Preparation: The Contractor shall mobilize all required equipment and personnel, including drilling rigs and ancillary items. Site access, approach roads, and drilling locations shall be prepared as necessary to complete the work safely and efficiently.
- Drilling and Sampling: The Contractor shall drill three (03) boreholes at the designated locations, to a depth of 30 meters or until refusal (hard strata), whichever occurs first. Conduct Standard Penetration Tests (SPTs) at 1.5 m intervals. Obtain undisturbed soil samples for laboratory testing, wax-sealed and properly labeled. Record groundwater levels and collect water samples, if encountered. Prepare detailed borehole logs, including SPT results, soil classification, and groundwater data.
- Health & Safety: The Contractor shall ensure all field personnel are equipped with necessary PPE and adhere to HSE regulations.

1.3 Laboratory Testing

Samples shall be tested at an accredited laboratory for, but not limited to, the following parameters: Grain Size Distribution, Specific Gravity, Moisture Content, Bulk and Dry Density, Atterberg Limits, Unconfined Compression Test, Direct Shear Test, Consolidation Test, and Sulfate Content (to assess corrosion potential). If groundwater is present, tests shall include Total Dissolved Solids (TDS), Sulfate and Chloride Content, and pH Value.





HDD of 24" dia. & 12" dia. OPL at Bibi Nani.

1.4 Reporting

The Contractor shall submit Borehole Logs, Laboratory Test Reports, and Geotechnical Interpretation. A final Geotechnical Report shall be submitted with recommendations for HDD design (4 hard copies + soft copy).

2. HDD Pipeline Crossing (12" dia and 24" dia at Bibi Nani)

2.1 Objective

To design, procure, construct, test, and commission two high-pressure gas pipelines (12" and 24" dia) crossing Bolan River through Horizontal Directional Drilling (HDD). The Contractor shall ensure the complete EPC delivery of the works in accordance with applicable codes, standards, and specifications.

2.2 Detailed Design and Engineering

The Contractor shall perform all design and engineering activities necessary for successful HDD installation, including: topographical and geotechnical integration, HDD design profile, and preparation of design deliverables with construction methodology, HDD profiles, and risk mitigation measures for SSGC approval.

Tie in of new HDD sections from both ends with existing pipeline setup is also part of Contractor.

2.3 Applicable Standards and Specifications

All works shall conform to the latest editions of the following (or equivalent) standards and codes: API 5L (Line Pipe), API 1104 (Welding), ASME B31.8 (Gas Transmission Pipelines), ASTM F1962 (HDD), NACE RP0169 (Corrosion Protection), and ISO 9001 (Quality Management).

2.4 Design Basis

The HDD design shall be based on the following parameters:

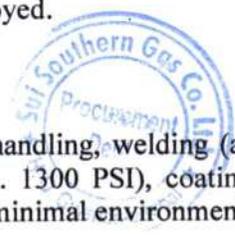
- Design Pressure: As per SSGC requirements (approx. 1300 psi)
- Pipe Material: API 5L Grade X70, 3LPE coated
- Minimum Depth Below Riverbed: Not less than 6 meters
- HDD Length: As per approved alignment and site conditions
- Environmental and Safety constraints as per local and regulatory requirements.

2.5 Procurement and Equipment

The Contractor shall be responsible for the procurement of all materials, including fittings, valves, insulation joints, coating materials, HDD consumables, and accessories, conforming to SSGC-approved specifications. Equipment shall not be older than 10 years, and qualified HDD engineers, welding inspectors, and safety officers shall be deployed.

2.6 Construction and Installation

The Contractor shall handle all activities related to pipeline handling, welding (as per API 1104), hydrostatic testing (1.5 times design pressure, approx. 1300 PSI), coating, holiday testing, and HDD execution, ensuring alignment accuracy and minimal environmental impact.





HDD of 24" dia. & 12" dia. QPL at Bibi Nani.

Horizontal Directional Drilling (HDD) shall be executed only in suitable soil formations such as soft to medium dense alluvial deposits, clayey silts, sandy clays, and weathered rock strata where bore stability and drilling fluid circulation can be maintained. The HDD operation shall not be performed in highly fractured rock, conglomerate, boulder beds, gravelly layers with large cobbles, or any formation exhibiting excessive loss of drilling fluid or bore instability. In case such formations are encountered during pilot hole drilling, the Contractor shall immediately inform SSGC and obtain written instructions before proceeding. The Contractor shall propose suitable mitigation measures or alternative methodology, subject to SSGC's review and approval.

2.7 Site Management and Restoration

The Contractor shall implement proper waste management for drilling mud, slurry, and debris, ensuring environmentally compliant disposal. After completion, the site shall be restored to its original condition.

2.8 Quality Assurance and Safety

The Contractor shall implement a Quality Control Plan covering materials, welding, testing, and HDD execution. Independent third-party inspectors shall be engaged for welding, NDT, and hydrotest verification. Strict HSE compliance is mandatory, with daily toolbox meetings and documented safety checks.

2.9 Project Schedule

The total completion period shall not exceed 120 calendar days from the issuance of the Letter of Commencement. Milestones shall include Design Approval, Procurement, HDD Execution, Testing, and Handover.

2.10 Coordination and Interfaces

The Contractor shall coordinate with SSGC's designated representatives, local authorities, and other contractors working in the vicinity to ensure smooth and safe execution of works.

2.11 Completion and Handover

Upon completion, the Contractor shall submit a comprehensive Final Completion Report including HDD Design & Methodology, Weld Inspection & NDT Reports, Hydrotest Records, As-Built Drawings, Progress Reports, and Commissioning Certificates.

3. Deliverables

- Geotechnical Investigation Reports
- HDD Design and Construction Methodology
- Welding, Testing & Quality Reports
- Progress and Completion Reports (daily/weekly)
- As-Built Drawings and Final Documentation
- QA/QC and HSE Reports



HDD of 24" dia. & 12" dia. OPL at Bibi Nani.

No.	Deliverable	Format	Submission Time
1	Geotechnical Report	Soft + 4 Hard Copies	Within 3 weeks of survey
2	QA/QC Plan	Soft + 2 Hard Copies	Before mobilization
3	HDD Design Drawings & Calculations	Soft + 3 Hard Copies	Within 15 days of acceptance of geotechnical survey report
4	As-Built Drawings	Soft + 3 Hard Copies	At completion

4. Responsibilities

Contractor: Complete responsibility for engineering, procurement, construction, testing, and commissioning under EPC scope. Ensure all works conform to applicable standards, codes, and SSGC specifications. Manage all logistics, manpower, safety, and site restoration.

SSGC: Review and approval of design and construction documents. Provide necessary right-of-way access, permits, and inspection oversight.

5. Contractor's EPC Obligations

The Contractor shall perform the complete EPC scope on a turnkey basis, ensuring the pipeline system is delivered fully functional, tested, and ready for gas-in service in accordance with SSGC specifications and applicable standards.



SECTION – II(B)

RESPONSIBILITY MATRIX

Segment 1 & 2

Sui Southern Gas Company Limited, intends to re-route and re-lower the 12" QPL and 24" QPL-CEP pipelines to cross the Bolan River through Horizontal Directional Drilling (HDD) at Bibi Nani. This is a critical infrastructure project, and to ensure a safe and effective installation, detailed geotechnical investigations and a robust HDD installation plan are required. The geotechnical investigation will support the design of the HDD crossing and inform the execution of the pipeline installation under the riverbed.

Following details have been constituted for scoping of Detail Engineering & Survey, Acquisition of R.O.W/Land, approvals/permissions, HDD/Pipeline laying, Testing, Pre-commissioning, Commissioning, & other for subject project.

S No.	Activities	SSGC	Contractor
1.1	Crossing Permissions	√	
1.2	Acquisition of ROW/ Land (Permanent / Temporary)	√	
1.3	Third Party Welding Inspection	√	
2	Location Detail Drawing	√	
3	Development of design drawings with detailed installation / construction		
3.1	Topographic Survey. Up /down stream of Crossing		√
3.2	Detail design Profile drawing for HDD Crossing		√
3.3	As Built Drawings		√
4.	Development of design drawings with detailed installation / construction		
4.1	Inspection Test Plan		√
4.2	QA/QC and HSE Manual / Documents		√
5.	All equipment and Machineries along with Fuel and skilled man power /Operators required for Pipeline crossing through HDD and all other activities		√
6.	Execution		
	Contractor is wholly solely responsible to carry out all HDD related to execution activities including but not limited to <ul style="list-style-type: none"> • Arrangement of all equipment / Machinery for completion of pipeline crossings through HDD • Skilled manpower. • Perform HDD in Rock/soft or any kind of soil. • Inspection and Monitoring 		√
	Temporary Facility: All works including but not limited to <ul style="list-style-type: none"> • Development and up-keeping of campsite for contractor personnel with provision of all utilities • Arrange the all Security measures machineries at site as well as personnel's until completion of project. • Development of workshop at site. • Preparation and proper arrangement for HDD 		√



HDD of 24" dia. & 12" dia. QPL at Bibi Nani.



	<p>work execution with coordination of Owner Engineer at site.</p> <ul style="list-style-type: none"> Provision of alternate routes access for traffic during HDD execution if necessary. 		
7.	Mobilization, boarding and lodging of Contractor staff.		√
8.	Establishment of Camps and site office (Bidder will specify the no. of camps in the submitted execution plan), Also have provision of space & sitting arrangement at Camp Office for Client's representative at spread.		√
9	Pre-Commissioning / Commissioning		√
9.1	Hydro testing complete in all respect		√
10.	<p>Safety All Personal Protective Equipment (PPE_s) are in contractor's scope. Minimum PPE_s required for the project are:</p> <ul style="list-style-type: none"> Safety boots Helmets Light Eye Protection Ear Plugs (mandatory for plant but only required for high noise operations outside plant Coveralls Gloves (where required for manual operations) Welding PPE_s (for welders only) 		√
11.	<p>Material Supply and procurement:</p> <ol style="list-style-type: none"> Line pipe Fittings & Factory bends Coating Material Abrasive Grit Blast (Agreed Quantities) Welding electrodes (Agreed Quantities) 	√	
	<ul style="list-style-type: none"> Pigs (for temporary pigging) Accessories for completion of Hydro testing activities including water (duly approved by authorized lab) Material for temporary works if required related to completion of 12" dia & 24" dia. HDD of pipeline. Welding flux wire for auto mechanized welding Welding Plant with all accessories 		√
12.	Security and safety of all contractor personal, equipment and material which will be handed over to contractor at site/camp		√



HDD of 24" dia. & 12" dia. QPL at Bibi Nani.



PRINCIPAL DOCUMENT

SECTION - III



SECTION - III

PRINCIPAL DOCUMENT

CONDITIONS OF CONTRACT

TABLE OF CONTENTS

CLAUSE Numbers:

1. DEFINITIONS
2. SCOPE OF CONTRACT
3. CONTRACT DOCUMENTS
4. ASSIGNMENT AND SUB-LETTING
5. INSPECTION OF SITE
6. COMPLIANCE WITH LAW
7. OWNER'S PROJECT MANAGER
8. WORK TO BE PERFORMED IN ACCORDANCE WITH THE CONTRACT
9. INFORMATION TO BE FURNISHED
10. CONTRACTOR'S SUPERINTENDENCE AND CONTRACTOR'S PROJECT MANAGER
11. CONTRACTOR'S EMPLOYEES
12. SETTING-OUT
13. WATCHING, LIGHTING AND SECURITY
14. CONTRACTOR'S RESPONSIBILITY
15. INSURANCE
16. CONTRACT PRICE
17. INTERFERENCE WITH TRAFFIC
18. EXTRAORDINARY TRAFFIC
19. SUPPLY OF PLANT AND MATERIALS
20. OPPORTUNITIES FOR OTHER CONTRACTORS
21. LABOUR
22. WAY LEAVES AND ADDITIONAL ACCOMMODATION
23. SITE TO BE KEPT CLEAR OF OBSTRUCTIONS
24. MATERIALS AND WORKMANSHIP
25. MEASUREMENT
26. VARIATIONS AND CLAIMS
27. NOMINATED SUBCONTRACTOR
28. VESTING OF PLANT TEMPORARY WORKS AND MATERIALS
29. CERTIFICATE OF COMPLETION OF WORK
30. TIME FOR COMPLETION OF AND EXTENSION THEREOF
31. RETENTION MONEY/RETENTION BOND
32. MOBILIZATION DEMOBILIZATION
33. STATEMENTS, CLAIMS, CERTIFICATE & PAYMENTS
34. DISPUTED INOVICES
35. LIQUIDATED DAMAGES



36. PAYMENT OF TAXES
37. TIME THE ESSENCE OF CONTRACT
38. MECHANICAL COMPLETION
39. COMMISSIONING
40. MAINTENANCE PERIOD
41. REMEDIES AND POWERS ON DEFAULT OF CONTRACTOR
42. BRIBES
43. NOTICES
44. SETTLEMENT OF DISPUTES / LITIGATION'S
45. LAW GOVERNING CONTRACT
46. PERFORMANCE GUARANTEE
47. CONFLICT OF INTEREST
48. TERMINATION BY OWNER
49. SECRECY
50. SAFETY REGULATIONS
51. PROGRESS REPORTS
52. ELECTRICAL WORKS
53. FORCE MAJEURE
54. RISK AND RESPONSIBILITY
55. DEFENCE OF CLAIMS
56. LIMITATION OF LIABILITY
57. ENTIRE CONTRACT
58. DECLARATION
59. GENERAL REPRESENTATIONS AND WARRANTIES
60. DESIGN DOCUMENTS
61. LIST OF CROSSINGS AND DRAWINGS
62. INDEPENDENT ENTITIES
63. SEVERIBILITY
64. PARTIAL INVALIDITY
65. PROTECTION OF THE ENVIRONMENT AND WILDFIRE &
RESPONSIBILITY
66. CUSTODY OF ENGINEERING DRAWINGS / DOCUMENTS
67. HEALTH, SAFETY AND ENVIRONMENT
68. ACCIDENT OR INJURY TO WORKMEN
69. STAMP DUTY
70. EXTRA LAND
71. DISPUTE BETWEEN SITE CONDITIONS AND DRAWINGS
72. INTEGRITY PACT
73. INDEMNITY
74. FRAUD AND CORRUPTION
75. GOOD FAITH



CLAUSE 1. DEFINITIONS

In the CONTRACT the following words and expressions shall have the meanings herein assigned to them unless the context otherwise require;

"ANNEXURES" mean documents annexed to and are integral part of the CONTRACT;

"ASME B31.8" means the code for the design, operation, maintenance and repair of natural gas distribution and transmission pipelines of the American Society of Mechanical Engineers;

"BILL OF QUANTITIES" means the list of items and materials required for the construction of the PROJECT including units and estimated quantities and is enclosed in CONTRACTOR'S proposal attached with CONTRACT ;

"COMMISSIONING" means commissioning of the Pipeline as described in Clause 9 of the Supplementary Conditions of Contract;

"CONTRACTOR" means the finally executed contract between OWNER and CONTRACTOR.

"CONTRACT" means the CONTRACT DOCUMENT and all ANNEXURES (A TO G);

"COST" means all expenditure reasonably incurred (or to be incurred) by the CONTRACTOR on a best effort basis to keep such expenditure to the minimum, whether on or off the SITE, including overhead and similar charges, but does not include profit;

"CONTRACTOR'S EQUIPMENT" means all equipment, machinery, vehicles and other temporary facilities & structures required for the execution and completion of the WORKS and the remedying of any DEFECTS. However, CONTRACTORS EQUIPMENT excludes any equipment, machinery, vehicles and other facilities & structures intended to form or forming a part of the PERMANENT WORKS;

"CONTRACTOR'S MATERIALS" means all goods, materials, consumables, fuel oil, lubricants, construction materials, chemicals, forming or intending to form a part of TEMPORARY WORKS and required by the CONTRACTOR for the execution of the WORKS

"CONTRACTOR'S PERSONNEL" means all personnel whom the CONTRACTOR utilises, who may include the staff, labour and other employees of CONTRACTOR or of each SUBCONTRACTOR and CONTRACTOR'S home office management and administration staff, CONTRACTOR'S CONSULTANTS, and any other personnel, other than personnel of the OWNER, assisting the CONTRACTOR in the execution of the WORKS;

"CONTRACTOR'S PROJECT MANAGER" means the person appointed from time to time by the CONTRACTOR to act on behalf of the CONTRACTOR under this CONTRACT;

"CONTRACTOR'S PROPOSAL" means the final proposal submitted by the CONTRACTOR to the OWNER as included in the CONTRACT as Annexure J;

"CONSTRUCTION" means construction of proposed pipeline as per Scope of Work and ASME B31.8 (Latest Version).





HDD of 24" dia. & 12" dia. QPL at Bibi Nani.

"CONSTRUCTION SPECIFICATIONS" means the specifications issued to the CONTRACTOR by the OWNER for the execution of the PROJECT

"CHANGE ORDER PROPOSAL" would mean the proposal given to the OWNER by the CONTRACTOR which could set forth a proposed VARIATION to one or both of CONTRACT PRICE and PROJECT COMPLETION DATE as per Clause 26;

"CHANGE ORDER REQUEST" would mean the request issued by the OWNER to the CONTRACTOR which could set forth VARIATIONS to one or both of CONTRACT PRICE and PROJECT COMPLETION DATE as per Clause 26;

"CHANGE ORDER" would mean an approval of the CHANGE ORDER PROPOSAL by the OWNER;

"CONTRACT PRICE" means the estimated amount as specified in Article 2 of the CONTRACT DOCUMENT, subject to such additions thereto or deductions therefrom as may be made under the provisions of the CONTRACT and shall be deemed to cover all the benefits and obligations of the CONTRACTOR.

"COMPETENT AUTHORITY" any statutory authority or regulatory body and their appointees: entitled by legislation or regulation to perform an administrative or regulatory function in respect of the Contract.

"DAY" means a calendar day beginning and ending at 12.00 midnight Pakistan Standard Time and "YEAR" means a year in the Gregorian calendar;

"DEFECT(S) OR DEFICIENCY (IES)" means any part of WORK which fails to conform to the provision of this CONTRACT as a result of the Contractors breach of its obligations under the Contract ;

"DEFECTS NOTIFICATION PERIOD" means the period beginning on the TAKE OVER DATE, and ending on the date falling 04 months from such date;

"DETAILED WORK SCHEDULE" means the schedule to be developed by the CONTRACTOR and approved by the OWNER defining the detailed sequence and time frame of each activity within each major discipline area/activity of the PROJECT SCHEDULE;

"DISPUTE" means any dispute or disagreement of any kind whatsoever between the CONTRACTOR and the OWNER in connection with or arising out of this CONTRACT;

"CONFIDENTIAL INFORMATION" means any or all information relating to the Project given to a Party by the other Party and marked or communicated as being confidential, including the CONTRACTORS PROPOSAL consisting of the technical and financial proposals, sub contracts, agreements relating to the Project , drawings, data, email and other correspondence;

"DRAWINGS" all drawings, calculations and technical information of a like nature provided by the OWNER to the Contractor under the Contract and all drawings, calculations, samples, patterns, models, operation and maintenance manuals and other technical information of a like nature submitted by the Contractor and approved by the OWNER.

"EQUIPMENT" any equipment, tools, goods, articles or other items provided by Contractor in performance of the services.



HDD of 24" dia. & 12" dia. QPL at Bibi Nani.



"EFFECTIVE DATE" means as defined in Article 5 of the CONTRACT DOCUMENT;

"FORCE MAJEURE" has the meaning provided in Clause 51 hereof.

"LEGISLATION" any and all laws, statutes, statutory provisions, statutory Instruments, rules, procedures, regulations, bye-laws and administrative instruments and guidelines (including those of any Competent Authority) applicable to the Contract, including any amendments, revisions, re-enactments and/or substitutions thereof for the time being in force.

"LAW" or "LAWS" means any applicable statute, ordinance, rule, decree, notices, requirement, national, provincial or local legislation, statutes, ordinances and other laws and regulations, by-laws, rules, orders, decrees, judicial decisions, delegated legislation, directives, guidelines (to the extent mandatory) policies or code of GOS/GOP, any PUBLIC SECTOR ENTITY or RELEVANT AUTHORITY or agency, whether federal, provincial, municipal, local or other government subdivision of Pakistan, or of any legally constituted RELEVANT AUTHORITY, as amended from time to time;

"MECHANICAL COMPLETION" means that pipeline construction work or a part thereof have substantially met the criteria for MECHANICAL COMPLETION set forth in the SUPPLEMENTARY CONDITIONS OF CONTRACT and is ready for TAKE OVER by the OWNER;

"MECHANICAL COMPLETION CERTIFICATE" means the certificate issued by OWNER on completion / certifying of the services rendered by the Contractor.

"NOTICE TO PROCEED" means the notice given to the CONTRACTOR by the OWNER to commence the WORK.

"OWNER" means Sui Southern Gas Company Limited.

"OWNER'S PERSONNEL" means all personnel whom the OWNER utilises, who may include the staff, labour and other employees of the OWNER'S home office management and administration staff, OWNER'S CONSULTANTS, and any other personnel, other than personnel of the CONTRACTOR, assisting the OWNER in the execution of the PROJECT

"OWNER'S CONSULTANT" means any person or persons, or any organization appointed by the OWNER for the purpose of consultancy, supervision, quality control, progress monitoring and coordination during execution of PROJECT;

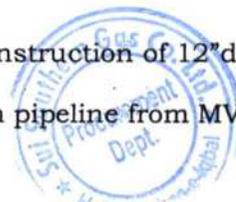
"OWNER'S EQUIPMENT'S" means all equipment provided by the OWNER to the CONTRACTOR for execution of WORKS related to the PROJECT;

"OWNER'S PROJECT MANAGER" means the person appointed from time to time by the OWNER to act on behalf of the OWNER under this CONTRACT;

"PERFORMANCE GUARANTEE" means the performance security as set out in the CONTRACT DOCUMENT ARTICLE 3

"PERMANENT WORKS" means the construction of 12" dia x 17 Km Pipeline.

"PIPELINE" means the 12" dia x 17 Km pipeline from MVA Dhadar to MVA Gokart





HDD of 24" dia. & 12" dia. QPL at Bibi Nani.

"PRECOMMISSIONING" means pre commissioning as described in Clause 8 of the Supplementary Conditions of Contract;

"PROJECT" means the CONSTRUCTION and COMMISSIONING of the Pipeline in accordance with the Scope of Work and ASME B31.8;

"PROJECT DURATION" means the time schedule agreed for the completion of the PROJECT as per PROJECT SCHEDULE ANNEXURE-A;

"PROJECT SCHEDULE" means the agreed schedule indicating the time frame of major activities, commencing from the EFFECTIVE DATE, to be performed by CONTRACTOR in executing the WORKS. The PROJECT SCHEDULE forms the basis for CONTRACTOR'S development of the DETAILED WORK SCHEDULE ANNEXURE-A;

"RETENTION MONEY" the aggregate of all money retained by the OWNER pursuant to Clause 31 of the hereof.

"SITE" means the land and other places on, over, under, in or through which the WORK is to be executed or carried out and any other lands or places provided by the OWNER for the purposes of the CONTRACT" together with such other places as may be specifically designated in or pursuant to the CONTRACT and forming part of the SITE.

"TAKE OVER CERTIFICATE" means a certificate issued by the OWNER to the CONTRACTOR as per Clause 37;

"TAKE OVER DATE" the date of TAKE OVER of the Pipeline by the OWNER as per TAKE OVER CERTIFICATE;

"TEMPORARY WORKS" means all TEMPORARY WORKS undertaken by the CONTRACTOR for the execution of the 12" dia x 17 Km Pipeline which includes camps (please indicate no of spreads), sheds, fabrication yard and other facilities for providing the services.

"TEST ACCEPTANCE DATE" means the date on which the OWNER confirms in writing that the CONTRACTOR has satisfied its obligations in respect of the CONTRACT.

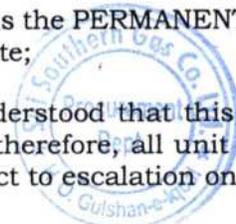
"VARIATION" means any change to the PROJECT CONSTRUCTION SPECIFICATIONS CONTRACT PRICE and PROJECT COMPLETION DATE, which is instructed or approved as a variation under Clause 26 (VARIATIONS & CLAIMS);

"MAINTENANCE PERIOD" shall mean a period of Twelve (12) Months from the Test Acceptance Date.

"WORK(S)" / SCOPE OF WORK, means the PERMANENT WORKS and TEMPORARY WORKS or either of them as appropriate;

"ESCALATION" It may be clearly understood that this tender document does not contain a price variation clause and, therefore, all unit prices quoted shall be firm and irrevocable and shall not be subject to escalation on any account, whatsoever.

"BID INSTRUCTIONS" The bid shall be prepared in accordance with the following instructions:



HDD of 24" dia. & 12" dia. OPL at Bibi Nani.



"EXAMINATION" Bidders if required shall visit/inspect the Work sites and shall fully acquaint themselves with the nature and requirements of Work, form and nature of sites, access to sites, availability of materials, weather and local conditions (labour, safety & security) etc. before submitting their bids. **Submission of the bid shall be prima facie evidence that the Bidders have fulfilled this requirement.**

"CLARIFICATIONS" Each Bidder shall be deemed to have satisfied himself before submitting as to the correctness and sufficiency of its tender/offer and the rates quoted, which rates shall, cover all its obligations under the Contract and all matters and things necessary for proper completion and maintenance of the Work. The Bidder may submit questions/queries regarding these documents to the Company in writing within a period extending **up to 15 (Fifteen) days** after issuance of the Tender Enquiry. Replies shall be issued to all Bidders in writing and will be on record as addenda to the issuing Contract. The Company will not be responsible for verbal clarifications. The bid submission time will however not be extended on this account.

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

"COST OF PREPARATION OF BID" Bidders will not be reimbursed for costs of any kind, whatsoever, incurred by them in connection with the preparation and the submission of their bids.

"BASIS OF BID" The bidder shall quote all unit rates and lump sum prices as specified in the Section-V "Bill of Quantities" (BOQ). Evaluation of the bid shall be made on the basis of complete package and not in parts. Therefore bidders shall submit their bid complete for all the pipeline activities given in the Bill of Quantities (BOQ) and part bids are not acceptable.;

"BILL OF QUANTITIES AND RATES" The quantities specified in the Bill of Quantities (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 as measured. No claims shall be entertained on account of increase or decrease in the quantities. The Bidders shall ensure that their bids are not front-end loaded, which may lead to rejection of their bids. The bidder shall quote the rates on Section-V, Bill of Quantities of the tender document. Rates quoted on other form will be rejected.

"SUB-CONTRACTING" The Bidder shall provide the list of works which he intends to sub-let on Annexure - C section - IX. Sub-contractors proposed by the Bidder are subject to Company's approval.

"BID DOCUMENTS" Bidders shall note that the tender documents including drawing and specifications, furnished for bidding purposes only and are not to be used for any purpose other than bidding on this specific job and shall not be reproduced without the written permission of the Company. All such documents issued for tendering shall be returned with the bid duly stamped and signed.



HDD of 24" dia. & 12" dia. QPL at Bibi Nani.



"ORGANIZATION CHART" An Organization chart proposed for the conduct of the Work shall be submitted with the bid. The chart shall clearly show permanent members of the Bidder's technical & supervisory staff that the Bidder proposes to deploy on the work sites for the performance of the Work.

"LIST OF EQUIPMENT" The Bidder shall submit with the bid, a complete list of equipment to be used in carrying out the Work including make and type of all such equipment's as per section IX- Annexure - D.

"TIME SCHEDULE" The Bidder shall submit with his bid, a detailed work program in the form of a bar chart **as per** section - IX Annexure - A showing planned schedule of various activities required to complete the entire Scope of Work within the stipulated completion period by deploying adequate manpower. However the sequence of pipeline construction activities to be carried out by the contractor shall be fixed by the Company on priority basis. Since completion time is essence of the contract, the work schedule submitted by the bidders shall be considered in the evaluation of bids.

"ADDITIONS, DELETIONS AND AMENDMENTS" The Company reserves the right to add, to delete from and/or amend the work defined in Scope of Work/BOQ as deemed necessary. All such additions deletions and amendments shall only be authorized in writing by the Company's representative.

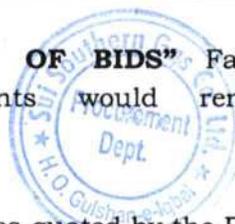
"SIGNING AUTHORITY" Bidders shall return all tender documents (including drawings) duly signed on all pages by an authorized representative of the Bidder and shall also carry official stamp of the Bidder's firm.

"POSTAL ADDRESS" The Bidder shall give below office telephone, telex and fax numbers including complete postal address at which correspondence may be sent and all notices may be legally served in connection with his bid and/or ensuing contract with the successful Bidder.

Name of Firm: _____
Telephone Nos.: _____
Fax No: _____
Address: _____

"DISQUALIFICATION/REJECTION OF BIDS" Failure to comply with any instruction in the tender documents would render the bid liable to disqualification and rejection.

"UNIT WORK RATES" The unit rates quoted by the Bidder shall be workable. The Bidder shall be required to furnish a complete rate analysis of any work item as considered necessary.



"CHECK LIST" Bidder shall, inter-alia, ensure the following before submitting the bid:

- All pages of the bid including tender drawings have been signed and stamped.
- Bid bond/Earnest Money for the specified amount has been enclosed.
- Postal address, telephone and fax Nos. have been given.
- "Amount of Bid" has been mentioned in Section-VII, Tender Form.
- Duly authorized representative has signed and stamped (along with witness) at the end of Tender Form, Section-VII.

CLAUSE 2. SCOPE OF CONTRACT

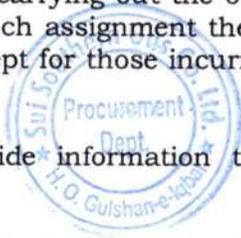
The CONTRACT comprises the execution and completion of WORK as described in the CONTRACT DOCUMENT with all listed ANNEXURES. Subject to the foregoing the several documents forming the CONTRACT are to be taken as mutually explanatory of one another.

CLAUSE 3. CONTRACT DOCUMENT

- 3.1 The CONTRACT shall be construed and interpreted according to the English language.
- 3.2 The CONTRACT DOCUMENTS comprise of all ANNEXURES (A TO D)

CLAUSE 4. ASSIGNMENT AND SUB-LETTING

- 4.1 Contractor will not, without the approval of the OWNER (not to be unreasonably withheld); (a) assign or transfer the Contract or the benefits or obligations thereof (b) enter into any sub contract of whole or any part of the works without any prior approval of the OWNER.
- 4.2 The OWNER may with the approval of the Contractor (not to be unreasonably withheld) assign the Contract to any entity who in the reasonable opinion of the OWNER is capable of carrying out the obligations of the OWNER under the Contract. Following such assignment the OWNER shall have no further liability or obligations except for those incurred prior to the effective date of such assignment.
- 4.3 The Contractor will provide information to the OWNER relating to its subcontractors, if any.
- 4.4 The Contract will insure to the benefit of, and be binding upon, the successors and permitted assigns of the Parties.



CLAUSE 5. (A) SITE VISIT

All prospective bidders are required to attend a pre-bid site visit organized by the OWNER on the date and time specified in the Tender Notice or as later communicated in writing. Attendance at this site visit shall be considered mandatory for all bidders to familiarize themselves with the site conditions, accessibility, existing utilities, and other relevant aspects of the WORK. Bids submitted by firms that do not attend the pre-bid site visit may be rejected by the OWNER.

The CONTRACTOR is deemed to have, prior to submission of the bid, visited the SITE and obtained for itself all necessary information as to the general and local conditions, accessibility, means of transport, handling and storage facilities, availability of labor, water, electricity, weather conditions, and all other matters which may in any way affect the performance of the WORK under this CONTRACT.

Submission of the bid shall be considered as conclusive evidence that the CONTRACTOR has satisfied itself as to the nature and extent of the WORK, and no claim for additional costs or extension of time shall be entertained on the grounds of lack of knowledge or misunderstanding of the SITE conditions.

The CONTRACTOR shall be responsible for arranging its own transportation, safety, and security during the site visit, and the OWNER shall bear no liability whatsoever in respect of any accident, injury, loss, or damage that may occur during such visit.

CLAUSE 5 (B) PRE-BID MEETING

A Pre-Bid Meeting shall be held on the date, time, and at the location specified in the Tender Document or as may be notified by the OWNER. The purpose of the meeting is to clarify queries from prospective BIDDERS regarding the scope of work, technical specifications, tender conditions, or any other matter related to the Tender.

BIDDERS are advised to submit their queries, if any, in writing to the OWNER at least three (3) days prior to the scheduled date of the Pre-Bid Meeting. Only queries received within the stipulated time shall be considered for discussion during the meeting.

Attendance at the Pre-Bid Meeting is strongly recommended. However, non-attendance shall not be a cause for disqualification or rejection of any bid. BIDDERS shall be deemed to have examined the Tender Documents and fully understood the requirements, irrespective of their participation in the meeting.

Any clarifications, amendments, or modifications to the Tender Documents arising out of the Pre-Bid Meeting shall be issued in writing by the OWNER in the form of an Addendum, which shall become part of the Tender Documents. Oral clarifications or interpretations given during the meeting shall not be binding on the OWNER.

CLAUSE 6. COMPLIANCE WITH LAW

- 6.1 The CONTRACTOR shall conform in all respects with the provisions of all Central, Provincial and Local Laws, Regulations or Orders or other laws for the time being in force in Pakistan including all regulations and bye-laws of any local or other duly constituted authority within Pakistan which may be applicable to the performance of the CONTRACT and the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the WORK or any TEMPORARY WORKS (which are herein referred to as "State Laws").



- 6.2 The CONTRACTOR shall at all times strictly comply with the provisions of labour and other laws which are applicable to his establishment. The CONTRACTOR shall be solely and exclusively responsible to discharge the obligations in respect of statutory benefits, payments or compensations to CONTRACTOR'S PERSONNEL, whether such benefits, payment or compensation are in force at present or which may be introduced subsequently. It is clearly understood that the OWNER shall not be liable to pay any sum other than that agreed herein.

CLAUSE 7. OWNER'S PROJECT MANAGER

- 7.1. The OWNER will appoint PROJECT MANAGER in respect of the Project to coordinate, and manage the Project and having authority to act for the OWNER with respect to all matters pertaining to the Project, including WORK, CONTRACTOR'S performance and CONSTRUCTION SPECIFICATION. Communications concerning the aforesaid matters received by him from CONTRACTOR shall be deemed to have been received by OWNER and decisions taken by him shall be binding on the OWNER.
- 7.2 The duties and authority of the OWNER'S PROJECT MANAGER are to administer the CONTRACT, to monitor progress by the CONTRACTOR in completion of the WORKS, to audit the CONTRACTOR'S Quality Assurance and Quality Control programs, to review and approve the CONTRACTOR'S DOCUMENTS, to monitor the CONTRACTOR'S performance with respect to environmental requirements, to witness tests on completion carried out by the CONTRACTOR, and other such duties as may be required to confirm the CONTRACTOR'S fulfilment of the CONTRACT and to exercise the duties and rights of the OWNER under the CONTRACT.
- 7.3 The OWNER'S PROJECT MANAGER shall carry out the duties assigned to it, and shall exercise the authority delegated to it, by the OWNER. Unless and until the OWNER notifies the CONTRACTOR otherwise, the OWNER'S PROJECT MANAGER shall be deemed to have the full authority of the OWNER under the CONTRACT.
- 7.4. If the OWNER wishes to replace any person appointed as OWNER'S PROJECT MANAGER, the OWNER shall give the CONTRACTOR not less than three (03) days' notice of the replacement's name, address, duties and authority, and of the date of appointment
- 7.5 The OWNER'S PROJECT MANAGER may from time to time assign duties to assistants who shall report to the OWNER'S PROJECT MANAGER. These assistants may include a resident engineer, and/or independent inspectors appointed to inspect and/or test items of CONTRACTOR'S EQUIPMENT & MATERIALS. The OWNER'S PROJECT MANAGER shall inform the CONTRACTOR'S PROJECT MANAGER of the identity and duties of the said assistants, however, the CONTRACTOR'S point of contact for all matters pertaining to the PROJECT and the CONTRACT shall be the OWNER'S PROJECT MANAGER

CLAUSE 8. WORK TO BE TO PERFORMED IN ACCORDANCE WITH CONTRACT

- 8.1 The CONTRACTOR shall execute and complete the WORK in strict accordance with the CONTRACT and the whole of the plant, goods, equipment and other

things to be provided by the CONTRACTOR pursuant to the CONTRACT and the mode, manner and speed of execution and maintenance of the WORK are to be of a kind and conducted in accordance with the terms of the CONTRACT.

- 8.2 The CONTRACTOR shall comply with the OWNER'S instructions and directions, provided such directions and instructions are in accordance with the CONTRACT, on any matter touching or concerning the WORK. If any matter is not expressly provided for in the CONTRACT, then both Parties shall take a decision in regard to the same by mutual consent, acting in good faith. The CONTRACTOR shall take instructions and directions only from the OWNER'S PROJECT MANAGER.

CLAUSE 9. INFORMATION TO BE FURNISHED

- 9.1 The CONTRACTOR shall furnish in writing such information concerning his arrangements for the carrying out of the WORK and of the CONTRACTOR'S EQUIPMENT and TEMPORARY WORKS he intends to supply, use or construct and of his arrangements for the direction and administration of his performance of the CONTRACT as the OWNER'S PROJECT MANAGER may from time to time reasonably require.
- 9.2 The submission to or approval by the OWNER'S PROJECT MANAGER of the aforesaid shall not relieve the CONTRACTOR of any of his other duties or responsibilities under the CONTRACT.
- 9.3 The CONTRACTOR shall submit in writing within 15 days after the issue of the NOTICE TO PROCEED a detailed Quality Assurance and Quality Control Program for all the Works in CONTRACTOR'S scope for approval of the OWNER.
- 9.4 The detailed project schedule in the form of Gantt-chart/bar chart for approval of the OWNER.

CLAUSE 10. CONTRACTOR'S SUPERINTENDENCE & CONTRACTOR'S PROJECT MANAGER

- 10.1 The CONTRACTOR shall give or provide all necessary superintendence during the execution of the WORK and up to the date of completion of the Project for the proper fulfilling of the CONTRACTOR'S obligations under the CONTRACT.
- 10.2 The Contractor shall appoint a competent and duly authorised CONTRACTOR'S PROJECT MANAGER, who shall have full authority to act for and bind the CONTRACTOR and who shall superintend the WORK.
- 10.3 The CONTRACTOR'S PROJECT MANAGER shall coordinate with the OWNER'S PROJECT MANAGER in any matter requiring the decision or input of the OWNER and shall receive on behalf of the CONTRACTOR directions and instructions, as per the CONTRACT from the OWNER'S PROJECT MANAGER. The CONTRACTOR may appoint technical staff, engineers and other assistants to assist the CONTRACTOR'S PROJECT MANAGER and shall assistants shall report directly to the CONTRACTOR'S PROJECT MANAGER.
- 10.4 The CONTRACTOR shall have a HSE department which will supervise the HSE aspect of the Works.





HDD of 24" dia. & 12" dia. OPL at Bibi Nani.

- 10.5 If the Contractor wishes to replace any person appointed as CONTRACTOR'S PROJECT MANAGER, the CONTRACTOR shall give the OWNER not less than three (03) days' notice of the replacement's name, address, duties and authority, and of the date of appointment.

CLAUSE 11. CONTRACTOR'S EMPLOYEES

- 11.1. The CONTRACTOR shall at its sole cost and expense and in its discretion employ such persons as it deems fit to fulfil its contractual obligations under this CONTRACT.
- 11.2. The CONTRACTOR undertakes to employ on site for the purpose of or in connection with the CONTRACT:
- (a) Only such technical assistants who are skilled and experienced in their respective callings and such sub-agents, foremen and leading hands who are competent to give proper supervision to the WORK they are required to supervise, and
 - (b) Such skilled, semi-skilled, and unskilled labour who are necessary for the proper and timely performance of the CONTRACT.
- 11.3 The CONTRACTOR shall replace at his cost without delay such persons who may be found by him unsuitable or unfit for WORK.
- 11.4 Adequate and direct supervision will be exercised by the CONTRACTOR over his personnel. The CONTRACTOR's PROJECT MANAGER or his assistants shall be present to exert direct control over the CONTRACTOR'S personnel during the time the personnel are engaged in carrying out the contractual services.
- 11.5 The CONTRACTOR shall solely liable for the maintenance of discipline, safety, welfare, housing, transportation and medical treatment of his personnel and shall make arrangements for the same.
- 11.6 The CONTRACTOR shall be responsible to provide adequate toilet and canteen facilities to his personnel.
- 11.7 The CONTRACTOR'S personnel shall be employees of the CONTRACTOR and nothing herein nor any act done pursuant hereto by whomsoever shall constitute in relationship of OWNER and employee between the OWNER and the CONTRACTOR'S personnel and CONTRACTOR shall at all times indemnify and keep harmless the OWNER against all damages and compensation payable or paid and against all claims, demands, proceedings, costs, charges and expenses whatsoever in this and all other matters connected or arising out of this CONTRACT or incidental thereto.
- 11.8 The OWNER shall not be liable to entertain any claim whatsoever from the CONTRACTOR'S personnel including claims for unpaid wages and the CONTRACTOR shall always indemnify and keep harmless the OWNER against all such claims, demands, proceedings, costs, charges and expenses whatsoever in this respect.



CLAUSE 12. SETTING OUT

- 12.1 The CONTRACTOR shall be responsible for the true and proper setting-out of the WORK in relation to points lines and levels of reference given by the OWNER in writing and for the correctness of the position levels, dimensions and alignment of all parts of the WORK and for the provision of all necessary instruments appliances and labour in connection therewith. If at any time during the progress of the WORK any error shall appear or arise in the position levels, dimensions or alignment of any part of the WORK, the CONTRACTOR on being required to do so by the OWNER or the OWNER'S PROJECT MANAGER shall at his own expense rectify such error to the satisfaction of the OWNER'S PROJECT MANAGER. The checking of any setting-out or of any line or level by the OWNER'S PROJECT MANAGER shall not in any way relieve the CONTRACTOR of his responsibility for the correctness thereof. The CONTRACTOR shall carefully protect and preserve all benchmarks sight-rails pegs and other things used in setting-out.
- 12.2 It is the responsibility of the CONTRACTOR that prior to setting-out he should familiarize himself with the Site conditions and mark the locations in presence of OWNER'S PROJECT MANAGER.

CLAUSE 13. WATCHING, LIGHTING AND SECURITY

13.1 General Responsibility

- 13.1.1 The CONTRACTOR shall be fully responsible for the safety and security of all personnel, equipment, materials, Works, and any property or assets under its care or control in connection with the execution of the WORKS.
- 13.1.2 The CONTRACTOR shall maintain effective security arrangements at all times, including non-working hours, weekends, and public holidays, until issuance of the TAKE-OVER CERTIFICATE.
- 13.1.3 The CONTRACTOR shall implement physical and procedural controls to prevent theft, sabotage, vandalism, or unauthorized access to the SITE and WORKS areas.

13.2 Deployment of Security Personnel

- 13.2.1 The CONTRACTOR shall deploy suitably trained and licensed security personnel at all work fronts, storage yards, camps, and any other areas under its responsibility.
- 13.2.2 The number, composition, and duty schedule of security personnel shall be determined by the CONTRACTOR based on a Security Risk Assessment, subject to review by the OWNER'S Representative.
- 13.2.3 Each security guard shall be provided with an identification badge, uniform, communication device, and protective gear as appropriate to duty.
- 13.2.4 Armed personnel shall not be engaged without **prior written approval** of the relevant authorities and the OWNER, and their weapons shall be duly licensed and registered.



13.3 Security Infrastructure and Procedures

13.3.1 The CONTRACTOR shall install and maintain fencing, gates, lighting, watchtowers, access-control points, and surveillance systems at sites, camps, and storage areas, wherever necessary.

13.3.2 Entry and exit to all WORKS locations shall be controlled by a Visitor Log and Vehicle Register maintained by security staff, open to inspection by the OWNER at any time.

13.3.3 All vehicles and personnel entering or leaving the SITE may be searched or checked to prevent loss or unauthorized removal of materials and equipment.

13.3.4 Emergency procedures covering theft, intrusion, fire, and civil disturbance shall be included in the CONTRACTOR's HSE Plan.

13.4 Coordination with Authorities

13.4.1 The CONTRACTOR shall maintain close liaison with local law-enforcement agencies, district administration, and other relevant security bodies for the duration of the WORKS.

13.4.2 Any security incident, threat, or unlawful activity affecting the WORKS shall be reported immediately to the OWNER's Project Manager and to the nearest police or administrative authority.

13.4.3 The CONTRACTOR shall attend periodic coordination meetings convened by the OWNER or by authorities and shall promptly implement reasonable directives issued therefrom.

13.4.4 The CONTRACTOR shall obtain and maintain all required security clearances, work permits, and passes for personnel, vehicles, and equipment at its own cost.

13.5 Cost and Responsibility

13.5.1 All expenses associated with the security of the WORKS including personnel, infrastructure, insurance, and coordination—shall be borne entirely by the CONTRACTOR.

13.5.2 Loss, theft, or damage arising from insufficient security shall be rectified at the CONTRACTOR's cost without entitlement to additional payment or extension of time.

13.5.3 The OWNER shall not be liable for any loss or damage to the CONTRACTOR's property or personnel due to security incidents, civil unrest, or third-party actions, except where caused by the OWNER's gross negligence or willful misconduct.

13.6 Security Planning and Reporting

13.6.1 Within fifteen (15) days of issuance of the Notice to Proceed, the CONTRACTOR shall submit a Project Security Plan detailing deployment, infrastructure, coordination protocols, and emergency response measures.



HDD of 24" dia. & 12" dia: QPL at Bibi Nani.

13.6.2 The OWNER's approval of the Security Plan shall not relieve the CONTRACTOR of responsibility for the adequacy or performance of security measures.

13.6.3 Security records including guard deployment logs, incident reports, and coordination minutes shall be maintained at site and included in monthly progress submissions.

CLAUSE 14. CONTRACTOR'S RESPONSIBILITY

14.1 The provisions of Clause 28 notwithstanding, the CONTRACTOR shall be responsible for all materials supplied, equipment, machinery and tools including execution tools, materials, supplies, equipment and machinery furnished by OWNER or delivered to him which are to be incorporated in the WORK or used in the performance of the CONTRACT and for all parts of the WORK completed or in progress until final approval thereof pursuant to the terms of the CONTRACT. During this time CONTRACTOR shall be obligated at the request of OWNER to reconstruct, repair or replace any such WORK, materials, supplies, equipment, machinery and tools that may be damaged destroyed or lost from any cause whatsoever, except for any damage, loss or destruction caused by the OWNER or its personnel and agents.

14.2 CONTRACTOR shall be responsible for loss or damage to personal effects of employees of CONTRACTOR and his SUBCONTRACTORS.

14.3 CONTRACTOR shall be responsible for and make good to the satisfaction of OWNER any loss arising from damage to existing structure and other property belonging to the OWNER or for which OWNER is responsible caused by the negligent acts or omissions of the CONTRACTOR, his employees, agents, representatives or SUBCONTRACTORS arising out of or in connection with or by reason of WORK under the CONTRACT or otherwise subject to the provisions of sub-clause (6) hereof.

14.4 CONTRACTOR shall be responsible for and shall defend OWNER, its directors, officers, agents and employees from and against any and all claims, demands and causes of action brought by any and all persons including without limitation CONTRACTOR'S officers, agents, employees, representatives or SUBCONTRACTORS or by any third parties and against any and all judgements in respect thereto on account of bodily injury and death and on account of property damaged or destruction resulting from acts or omissions of CONTRACTOR, his officers, employees, agents, representatives or SUBCONTRACTORS when such acts or omissions are in connection with or by reason of WORK performed under the CONTRACT or otherwise subject to the provisions of sub-clause (6) hereof.

14.5 CONTRACTOR shall immediately notify OWNER of any claims, demands, causes of action and judgements specified in the preceding sub-clause 14.4. OWNER may elect to pay the expenses for the defence of such claims, demands, causes of action and judgements to the extent that such expenses are not recovered from the insurers as a reimbursable cost of the WORK. However, CONTRACTOR shall consult with and obtain approval from OWNER concerning all details of the defence against such claims, demands, causes of action and/or judgements which are not covered by insurance or which are in excess of the amount of insurance applicable. OWNER shall have the right of joining with CONTRACTOR in any such defence or in any negotiation for



settlements and CONTRACTOR agrees to co-operate fully in such defence and negotiations.

- 14.6 CONTRACTOR'S responsibility for damage to or destruction of property and injury to or death of OWNER persons as set forth in the foregoing sub-causes 14.4 and 14.5 of this Clause includes damage, destruction, injury or death caused in whole or in part by any defects in CONTRACTOR's equipment, machinery or tools or goods supplied or belonging to the CONTRACTOR / or any of its SUB CONTRACTORS for incorporation into the WORK or used in the performance of the CONTRACT.

CLAUSE 15. INSURANCE

- 15.1 CONTRACTOR shall maintain full and sufficient insurance cover with reputable insurance companies in respect of its liabilities hereunder and to fulfill the requirements of any government or other appropriate bodies having jurisdiction over the area in which the Works/Services are to be performed. Such insurance coverage shall include but not be limited to:

(a) Insurance of its Contractor Personnel in compliance with all applicable laws of Pakistan;

(b) insurance under a motor vehicle third party liability, or a motor vehicle comprehensive policy, for all vehicles owned by Contractor, its subcontractors, agents/ employees for the performance of the Works/Services.

- 15.2 Any failure at the part of CONTRACTOR to act as mentioned in Clause 15.1 above shall not relieve Contractor from its obligations under this Clause 15.

CLAUSE 16. CONTRACT PRICE

The CONTRACT PRICE shall be deemed to include the CONTRACTOR'S costs of and incidental to the provision of such insurance.

CLAUSE 17. INTERFERENCE WITH TRAFFIC AND UTILITIES

- 17.1 All operations necessary for the execution of the WORK and for the execution of any TEMPORARY WORKS shall be carried out so as not to interfere with the public convenience or the access to use and occupation of public or private roads and footpaths or to or of properties whether in the possession of the OWNER or any other person and the CONTRACTOR shall save harmless and indemnify the OWNER in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such interference.

- 17.2 Except as may be specifically provided otherwise the CONTRACTOR shall construct, provide and maintain all access service and haul roads required by him for the execution of the Works. Where the CONTRACTOR finds it necessary or elects to use existing roads the CONTRACTOR shall make all necessary arrangements for journeys over and use of such roads. The CONTRACTOR shall observe all rules and regulations regarding the use of such existing roads. The cost of safety measures and Temporary structures and any repairs, replacements or other operations and all or any costs

required by reasons of his use of such existing roads shall be borne by the CONTRACTOR and the CONTRACTOR shall save harmless and indemnify the OWNER in respect of all claims, demands, proceedings, damages, costs, charges and expenses, whatsoever arising out of or in relation to any such operations.

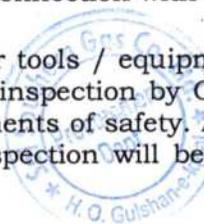
- 17.3 The CONTRACTOR shall make necessary arrangements and take suitable precautions and perform any incidental work required for the protection of and avoidance of interference with power transmission, telegraph, telephone, water supply, drainage, sewerage and natural gas lines and other utilities that may be affected by his operations under the CONTRACT and shall hold harmless and indemnify the OWNER in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatever arising out of or in relation to any such interference.

CLAUSE 18. EXTRAORDINARY TRAFFIC

- 18.1 The CONTRACTOR shall prevent any of the highways or bridges communicating with or on the routes to the SITE from being damaged or injured by any traffic of the CONTRACTOR or any of his SUBCONTRACTORS and in particular shall cause routes to be selected, vehicles to be chosen and used and loads to be restricted. Any such extraordinary traffic shall be limited and no damage or injury may be occasioned to such highways or bridges.
- 18.2 Nothing hereinbefore contained shall exempt the CONTRACTOR or any of his SUBCONTRACTORS from complying with State Laws regulating traffic on highways and bridges.
- 18.3 Should it be found necessary to move any load of CONTRACTOR'S EQUIPMENT, machinery, or pre-constructed units or parts of units of work over part of a highway or bridge, the moving whereof is likely to damage any highway or bridge unless special protection or strengthening is carried out, then the CONTRACTOR shall before moving the loads onto such highway or bridge, carry out such protection or strengthening or any modification thereof as may be necessary at his own risk and cost. The CONTRACTOR shall save harmless and indemnify the OWNER in respect of all claims, demands, proceedings, costs, charges and expenses whatsoever arising out of or in relation to movement of such special loads.

CLAUSE 19. SUPPLY OF CONTRACTOR'S EQUIPMENT AND MATERIAL

- 19.1 Except where otherwise specified the CONTRACTOR shall at his own expense and risk supply and provide and employ all the CONTRACTOR'S EQUIPMENT, TEMPORARY WORKS, materials both for Temporary, and permanent work transport to and from the SITE and in and about the SITE and other things of every kind required for the purpose of or in connection with the CONTRACT.
- 19.2 The CONTRACTOR'S EQUIPMENT and other tools / equipment used by the CONTRACTOR will be subject to validation inspection by OWNER'S Staff to ensure suitability as per OWNER'S requirements of safety. Any equipment / tool found unsuitable / rejected during inspection will be replaced by the CONTRACTOR at his own expense.



H. Q. Gulshara



SSGC

HDD of 24" dia. & 12" dia. QPL at Bibi Nani.



19.3 The CONTRACTOR shall bear the expenses for water, electricity, drainage and telephone for its camp sites, if connected for his requirements and consumed by him for the purpose of the CONTRACT.

CLAUSE 20. OPPORTUNITIES FOR OTHER CONTRACTORS

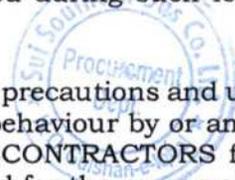
20.1 The CONTRACTOR shall in accordance with the requirements of the OWNER afford all reasonable opportunities for carrying out their work to any other CONTRACTORS employed by the OWNER and their workmen and to the workmen of the OWNER and any other duly constituted authorities who may be employed in the execution on or near the SITE of any work not included in the CONTRACT or of any CONTRACT which the OWNER may enter into or in connection with or ancillary to the CONTRACT. Provided that such other works undertaken by other contractors do not interfere with or cause any hindrance to the WORKS.

20.2 If however the CONTRACTOR on the written request of the OWNER or the OWNER'S PROJECT MANAGER make available to any other such CONTRACTOR or to the OWNER or to any such authority the use of the CONTRACTOR'S scaffolding or other plant on the SITE or provide any other service of whatever nature for any such the OWNER shall pay to the CONTRACTOR in respect of such use or service a reasonable sum.

CLAUSE 21. LABOUR

21.1 As between the OWNER and CONTRACTOR:

- (a) The CONTRACTOR shall make all arrangements in connection with the recruitment, supervision, transport, accommodation and feeding, quarantine and all other matters whatsoever in connection with the employment of its labour and supervisory staff provided that the CONTRACTOR shall not recruit persons in the service of the OWNER.
- (b) No labour below the age of 18 years shall be employed on the WORK.
- (c) The CONTRACTOR shall provide on the SITE drinking water and other water for the use of its labour and supervisory staff.
- (d) The CONTRACTOR shall not otherwise than in accordance with State Laws import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs or any arms or ammunition to any person or persons whatsoever nor permit or suffer any such importation sale gift barter or other disposal by his SUBCONTRACTOR'S agents or employees.
- (e) The CONTRACTOR shall in all dealings with persons in his employment have due regard to all recognized festivals days of rest and religious and other customs and shall make special arrangements whenever the exigencies of the execution program demand that WORK shall proceed during such festivals and days of rest.
- (f) The CONTRACTOR shall at all times take all requisite precautions and use his best endeavours to prevent any riotous or unlawful behaviour by or amongst his labourers or other employed by him or his SUBCONTRACTORS for the purposes of or in connection with the CONTRACT and for the preservation of



the peace and protection of the inhabitants and the security of property on or in the neighbourhood of the SITE.

- (g) The CONTRACTOR shall in collaboration with and to the requirements of any duly constituted medical or sanitary authority ensure that suitable arrangements are made on the site for the maintenance of health and prevention and overcoming of epidemics and for adequate first aid welfare and hygiene services.
- (h) The definition of TEMPORARY WORKS in Clause 1 hereof shall without prejudice to the generality thereof be construed as comprising all works, structures, buildings, services and other facilities required for the fulfilment of this Clause.

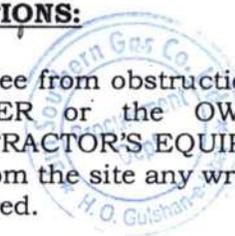
- 21.2 The CONTRACTOR shall be responsible for the observance by his SUBCONTRACTORS of the foregoing provisions of this Clause, which shall apply to all persons employed by the CONTRACTOR and his SUBCONTRACTORS for the purpose of or in connection with CONTRACT.
- 21.3 The CONTRACTOR shall ensure that the personnel / employees engaged by him are medically fit to execute the Works.
- 21.4 Except as may be otherwise specifically stated the CONTRACTOR shall provide maintain and remove at the completion of the CONTRACT such housing accommodation and amenities as may be required for the purposes of or in connection with execution and maintenance of the Works including all fencing, water supply (both for drinking and other purposes) electricity supply, sanitation, cook houses, fire prevention and fire fighting equipment, furniture and other things necessary for such housing accommodation or amenities. All such housing accommodation or amenities not removed after the completion of the CONTRACT may be removed by the OWNER at the cost of the CONTRACTOR and the certificate of the OWNER as to the costs incurred shall be final and binding on the CONTRACTOR.

CLAUSE 22 WAY LEAVES AND ADDITIONAL ACCOMMODATION:

- 22.1 The CONTRACTOR shall bear all expenses and charges for additional rights of way required by CONTRACTOR to undertake the construction of crossings.
- 22.2 The CONTRACTOR shall provide at own cost accommodation either inside or outside the site required by him for the purposes of or in connection with the CONTRACT.

CLAUSE 23 SITE TO BE KEPT CLEAR OF OBSTRUCTIONS:

- 23.1 The CONTRACTOR shall at all times keep the site free from obstruction and shall at any time if directed by the OWNER or the OWNER'S REPRESENTATIVES store and dispose of any CONTRACTOR'S EQUIPMENT and surplus materials and clear away and remove from the site any wreckage or rubbish or TEMPORARY WORKS no longer required.
- 23.2 On the completion of the WORK the CONTRACTOR shall except as otherwise specifically provided clear away and remove from the Site all CONTRACTOR'S EQUIPMENT TEMPORARY WORKS surplus materials wreckage and rubbish



of every kind and shall reinstate and leave the whole of the Site and the WORK clear and in a workmanlike condition to the satisfaction of the OWNER.

- 23.3 If the CONTRACTOR shall fail to clear the SITE or leave the Works in the manner and condition reasonably required by the OWNER, the OWNER shall be at liberty without prejudice to any other rights he may have against the CONTRACTOR, at the cost of the CONTRACTOR to employ such other CONTRACTORS and/or his own labour and such machinery as the OWNER or his representative may consider necessary for the purpose. The CONTRACTOR shall not question the mode of carrying out the work and will pay the reasonable costs of the work so carried out.

CLAUSE 24 MATERIALS AND WORKMANSHIP

- 24.1 All samples, other than material supplied by the OWNER, shall be supplied by the CONTRACTOR at his own cost.
- 24.2 The cost of making any test as per Scope of Work, other than materials supplied by the OWNER, shall be borne by the CONTRACTOR.
- 24.3 If any test is ordered by the OWNER which is either:
- (a) not so intended by or provided for in the CONTRACT, or
 - (b) though so intended or provided for in the CONTRACT is required by the OWNER be carried out by an independent agency (such agency to be mutually acceptable to the Parties) at any place other than the SITE or the place of manufacture or fabrication of the materials tested, if the test shows the workmanship is not in accordance with the provisions of the CONTRACT then all such materials shall be removed from SITE and replaced by the CONTRACTOR at his cost. Provided however, if the defect is due to the material supplied by the OWNER, then such materials will be removed and the defects rectified at the cost of the OWNER. The CONTRACTOR and the OWNER shall discuss and agree to any changes in the PROJECT SCHEDULE as a result of such aforesaid defects.
- 24.4 The OWNER and any person authorized by the OWNER shall at all times and for all purpose have access to the WORK and TEMPORARY WORKS and to the Site and to all workshops and places where WORK is being prepared and whence materials manufactured articles or machinery are being obtained for the WORK and the CONTRACTOR shall afford reasonable assistance in or in obtaining the right to such access.
- 24.5 No WORK shall be covered up or put out of view without the approval of the OWNER or the OWNER'S PROJECT MANAGER and the CONTRACTOR shall afford full opportunity for the OWNER or the OWNER'S PROJECT MANAGER to examine and measure any WORK which is about to be covered up or put out of view and to examine before permanent WORK is placed thereon. The CONTRACTOR shall give due notice to the OWNER'S PROJECT MANAGER whenever any such WORK is or are ready or about to be ready for examination and the OWNER'S PROJECT MANAGER shall within 2 working days examine the relevant WORK during normal working hours unless he considers it unnecessary and advises the CONTRACTOR accordingly.



HDD of 24" dia. & 12" dia. QPL at Bibi Nani.

24.6 The CONTRACTOR shall uncover any part or parts of the WORK or make openings in or through the WORK or search for the cause of any defect, imperfection or fault in the WORK as the OWNER may from time to time direct and shall reinstate and make good after such uncovering, opening or searching as required by the terms of the CONTRACT. If any part of WORK has been covered up or put out of view after compliance with the requirements of sub-clause 24.6 of this Clause and is found to be executed in accordance with the CONTRACT or if the defect, fault or imperfection is one for which the CONTRACTOR is not liable under the CONTRACT, the expenses of uncovering, opening or searching and reinstating and making good shall be borne by the OWNER but in any other case all such expenses shall be borne by the CONTRACTOR and shall if paid by the OWNER be recoverable from the CONTRACTOR by the OWNER or may be deducted by the OWNER from the moneys due or which may become due to the CONTRACTOR.

24.7 The OWNER shall have power to order in writing form to time:

- (a) the removal from the site within a reasonable time as may be specified in the order of any materials which in the opinion of OWNER are not in accordance with the CONTRACT,

the removal and proper re-execution (notwithstanding any previous test thereof or interim payment thereafter) of any WORK which in respect of materials or workmanship is not in accordance with the CONTRACT. Provided that where the defect is due to the fault of the OWNER, the CONTRACTOR shall be compensated for any time and effort spent in removing such material and shall be reimbursed of the costs of such removal.

Clause 24-A - Coating Application, Protection and Repair Standards

24-A.1 General

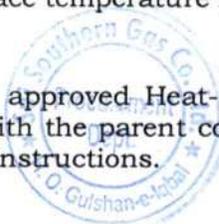
24-A.1.1 The CONTRACTOR shall perform all coating and related protective works for the PIPELINE and associated facilities in strict accordance with OWNER - approved specifications, ASME B31.8 (latest edition), ISO 21809-3, and any other codes or standards referenced or approved by the OWNER.

24-A.1.2 All coating materials shall conform to the manufacturer's data sheets and certification. Batch numbers, expiry dates and technical data shall be traceable through the CONTRACTOR's Quality Records.

24-A.1.3 Surface preparation prior to coating shall achieve a near-white metal finish (Sa 2.5 as per ISO 8501-1) with a surface profile of 50-75 microns verified by comparator or replica tape.

24-A.1.4 Coating shall not be applied during rainfall, fog, condensation, or when relative humidity exceeds 85 per cent or surface temperature is less than 3 °C above the dew point.

24-A.1.5 Field joints shall be coated with approved Heat-Shrink Sleeves (HSS), liquid epoxy, or other systems compatible with the parent coating and installed in accordance with the manufacturer's written instructions.



HDD of 24" dia. & 12" dia. QPL at Bibi Nani.

24-A.2 Coating Repair Procedures

24-A.3.1 Any coating damage observed before lowering, during handling, testing or backfilling shall be inspected and holiday-tested at 25 kV or as recommended for the coating type.

24-A.3.2 Defective areas shall be cleaned to bare metal, prepared to Sa 2.5 finish, and repaired using the manufacturer's approved repair system compatible with the parent coating.

24-A.3.3 After curing, all repaired areas shall be retested by holiday detector; any failures shall be re-repaired until acceptable results are achieved.

24-A.3.4 The CONTRACTOR shall maintain a *Coating Repair Register* identifying defect location, dimensions, nature of defect, repair material used, curing time, and final inspection results, signed by both the CONTRACTOR's QA/QC Engineer and the OWNER's Representative.

24-A.3 Inspection and Acceptance

24-A.4.1 All coating, neoprene installation and repair works shall be subject to inspection and approval by the OWNER's QA/QC Representative.

24-A.4.2 The CONTRACTOR shall store, mix and apply all coating materials strictly in accordance with the manufacturer's recommendations.

24-A.4.3 No pipe section shall be lowered or backfilled until coating inspection and holiday testing have been completed and formally accepted by the OWNER.

24-A.4.4 The CONTRACTOR shall provide complete documentation of surface preparation, coating application, repair and inspection as part of the final QA/QC dossier.

24-A.4 Responsibility

24-A.5.1 The CONTRACTOR shall be solely responsible for the protection and integrity of all coating works until issuance of the TAKE-OVER CERTIFICATE.

24-A.5.2 Failure to comply with the requirements of this Clause shall render the affected work liable to rejection and re-execution at the CONTRACTOR's sole cost and risk.

CLAUSE 25 MEASUREMENT

The OWNER shall when he requires any WORK to be measured for reverification (having once already been verified and measured), give notice to the CONTRACTOR'S PROJECT MANAGER who shall attend within reasonable time or send a qualified agent to assist the OWNER or OWNER'S PROJECT MANAGER in making such measurement and shall furnish all particulars required by either of them. Should the CONTRACTOR not attend, neglect, or omit to send such agent, then the measurement made by the OWNER or approved by him shall be taken to be the correct measurement of the WORK.



CLAUSE 26 VARIATIONS AND CLAIMS

- 26.1 Prior to the issuance of a TAKE OVER CERTIFICATE by the OWNER, a VARIATION to the WORKS may be initiated at any time by the; CONTRACTOR by providing a CHANGE ORDER PROPOSAL to the OWNER; OWNER in the form of CHANGE ORDER REQUEST to the CONTRACTOR asking for a CHANGE ORDER PROPOSAL. The OWNER will provide its final consent to a VARIATION in the form of a CHANGE ORDER as a final approval of CHANGE ORDER PROPOSAL or a CHANGE ORDER REQUEST. A VARIATION shall not comprise the omission of any WORKS which is to be carried out by the CONTRACTOR or any of its SUBCONTRACTORS.
- 26.2 The CONTRACTOR shall execute and be bound by each VARIATION, unless the CONTRACTOR promptly gives notice to the OWNER stating (with supporting particulars) that (i) the CONTRACTOR cannot readily obtain the EQUIPMENT & MATERIALS required for the VARIATION, (ii) it will reduce the safety or suitability of the WORKS, or (iii) it will have an adverse impact on the achievement of the target progress. Upon receiving this notice, the OWNER shall cancel, confirm or vary the instruction.
- 26.3 If the OWNER requests a CHANGE ORDER PROPOSAL, the CONTRACTOR shall respond in writing as soon as practicable, either by giving reasons why it cannot comply (if this is the case) or by submitting:
- (a) description of the proposed design and/or WORKS to be performed and a programme for its execution,
 - (b) the CONTRACTOR'S proposal for any necessary modifications to the PROJECT SCHEDULE or TIME FOR COMPLETION, and
 - (c) the CONTRACTOR'S proposal for adjustment to the CONTRACT PRICE.
- 26.4 The OWNER shall, as soon as practicable, and in any event no later than one week from the date after receiving such proposal respond with approval, disapproval or comments. The CONTRACTOR shall not delay any WORKS unaffected by such proposal, whilst awaiting a response
- 26.5 Each instruction to execute a VARIATION, with any requirements for the recording of COSTS, shall be issued by the OWNER to the CONTRACTOR in the form of CHANGE ORDER, who shall acknowledge receipt
- 26.6 Upon instructing or approving a VARIATION, the Parties shall by mutual consent determine adjustments to the CONTRACT PRICE, PROJECT SCHEDULE and the MILESTONE PAYMENT SCHEDULE.

CLAUSE 27 NOMINATED SUBCONTRACTOR

- 27.1 All specialists, merchants, tradesmen and others executing any WORK or supplying any goods if any who may have been or be nominated or selected or approved by the OWNER shall in the execution of such WORK or the supply of such goods be deemed to be SUBCONTRACTORS employed by the CONTRACTOR and shall be referred to as "Nominated SUBCONTRACTORS".



- 27.2 All payments to nominated SUBCONTRACTORS shall be made net after deducting any discount allowed or allowable by the Nominated SUBCONTRACTOR. This clause shall be applicable in case of CONTRACTOR'S default only.
- 27.3 In the event of a Nominated SUBCONTRACTOR having undertaken towards the CONTRACTOR in respect of the work executed or the goods or materials supplied by such Nominated SUBCONTRACTOR any continuing obligation extending for a period exceeding that of the MAINTENANCE PERIOD under this CONTRACT, the CONTRACTOR shall at any time after the expiration of the MAINTENANCE PERIOD assign to the OWNER at OWNER'S request and cost the benefit of such obligation for the unexpired duration thereof.
- 27.4 Before issuing under Clause 32 hereof any certificate which includes any payment in respect of work done or goods supplied by any Nominated SUBCONTRACTOR, the OWNER shall be entitled to demand from the CONTRACTOR reasonable proof that all payments (less retention's) included in previous certificates in respect of the work or goods of such Nominated SUBCONTRACTOR have been paid or discharged by the CONTRACTOR in default whereof unless the CONTRACTOR shall:
- (a) satisfy the OWNER in writing that he has reasonable cause for withholding or refusing to make such payment and
 - (b) produce to the OWNER reasonable proof that he has so informed such Nominated Sub-CONTRACTOR in writing.

The OWNER shall be entitled to pay to such Nominated SUBCONTRACTOR, after a prior notice of four working days, direct all payments (less retention's) which the CONTRACTOR has failed to make to such Nominated SUBCONTRACTOR and to deduct by way of set-off the amount so paid by the OWNER from any sums due or which become due from the OWNER to the CONTRACTOR.

Provided always that where the OWNER has paid direct as aforesaid the OWNER shall in issuing any further certificate in favour of the CONTRACTOR deduct from the amount thereof the amount so paid direct as aforesaid but shall not withhold or delay the issue of the certificate itself when due to be issued under the terms of the CONTRACT.

CLAUSE 28 VESTING OF PLANT TEMPORARY WORKS AND MATERIALS

28.1 For the purpose of this Clause:

- (a) The expression "CONTRACTOR'S EQUIPMENT" shall be deemed to exclude vehicles engaged in transporting any labour, plant equipment or materials to or from the SITE.
- (b) The expression "Essential Hired Plant" shall mean all CONTRACTOR'S EQUIPMENT TEMPORARY WORKS and materials for TEMPORARY WORKS for the time being specified as such by the OWNER on the grounds that the withdrawal thereof in the event of a forfeiture under Clause 39 hereof might (having regard to the methods of execution employed prior to the forfeiture) endanger the safety or stability of or result in serious disturbance to the execution of any part of the WORK and which are held by the CONTRACTOR under any agreement for hire thereof.



- (c) The expression "Hired Plant" shall mean any CONTRACTOR'S EQUIPMENT, TEMPORARY WORKS and materials for TEMPORARY WORKS (other than Essential Hired Plant) held by the CONTRACTOR under any agreement for hire thereof.
 - (d) The expression "Agreement for Hire" shall be deemed not to include an agreement for hire with an option to purchase or for conditional sale, either of which is herein referred to as an "Agreement for hire purchase".
 - (e) The expression "Hire Purchase Plant" shall mean any CONTRACTOR'S EQUIPMENT, TEMPORARY WORKS and materials for TEMPORARY WORKS held by the CONTRACTOR under agreement for hire purchase thereof.
- 28.2 Except as otherwise provided in this Clause the CONTRACTOR shall not bring onto the site without the prior approval of the OWNER which approval shall not be unreasonably withheld, any CONTRACTOR'S EQUIPMENT, TEMPORARY WORKS or materials (other than Hire Purchase Plant) which he does not own or on which a lien charge or other encumbrance exists. Provided that if the approval is not given within two working days of the CONTRACTOR'S request, then the same shall be deemed to have been approved.
- 28.3 The CONTRACTOR shall not bring onto the SITE any Hire Purchase Plant except under an agreement with the owner thereof which provides for the vesting thereof in the OWNER in accordance with the provisions of this Clause.
- 28.4 With a view to securing in the event of a forfeiture under Clause 39 hereof the continued availability for the purpose of executing the WORK of any Essential Hire Plant the CONTRACTOR shall ensure that every hire agreement in respect of Essential Hired Plant shall contain a provision that the owner thereof will on request in writing made by the OWNER within seven days after the date on which any such forfeiture has become effective and on the OWNER undertaking to pay all hire charges in respect thereof hire such Essential Hired Plant from such date to the OWNER on the same terms in all respects as the same was hired to the CONTRACTOR save that the OWNER shall be entitled to permit the use thereof by any other CONTRACTOR employed by him for the purpose of completing the WORK under the terms of the said Clause 39.
- 28.5 The CONTRACTOR shall upon request made by the OWNER at any time in relation to any item of Essential Hired Plant forthwith notify to the OWNER in writing the name and address of the owner thereof and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements of sub-clause (5) of this Clause. The CONTRACTOR shall also upon request as aforesaid give a like notification (but without certificate) in regard to any Hire Purchase Plant.
- 28.6 The OWNER shall in order to avoid seizure by the owner of any Hire Purchase Plant be entitled to pay to such owner the amount of any overdue instalment or other sum payable optionally or otherwise under any agreement for hire purchase and in the event of his doing so any amount so paid by him shall be a debt due from the CONTRACTOR to the OWNER and may be deducted by the OWNER from any moneys due or that may become due to the CONTRACTOR under the CONTRACT or may be recovered by the OWNER from the CONTRACTOR at law.

- 28.7 The CONTRACTOR shall whenever required by the OWNER produce evidence satisfactory to the OWNER of the ownership of any CONTRACTOR'S EQUIPMENT TEMPORARY WORKS or materials or of the agreement under which the same has been hired or acquired.
- 28.8 The CONTRACTOR shall not remove any CONTRACTOR'S EQUIPMENT TEMPORARY WORKS or materials or any part thereof (except Hired Plant) from the SITE without the written consent of the OWNER which consent shall not be unreasonably withheld where the same is no longer immediately required for the purposes of completion of the WORK but the OWNER will permit the CONTRACTOR the exclusive use of all such CONTRACTOR'S EQUIPMENT TEMPORARY WORKS and materials in and for the completion of the WORK until the occurrence of any event which gives the OWNER the right to exclude the CONTRACTOR from the SITE and proceed with the completion of the WORK.
- 28.9 Upon removal of any such CONTRACTOR'S EQUIPMENT TEMPORARY WORKS or materials as have been deemed to have become the property of the OWNER under sub-clause (4) of this Clause with consent as aforesaid the property therein shall be deemed to revert in the CONTRACTOR and upon completion of the WORK the property in the remainder of such CONTRACTOR'S EQUIPMENT TEMPORARY WORKS and materials as aforesaid shall subject to the provisions of Clause 39 hereof be deemed to revert in the CONTRACTOR who shall remove the same together with any Essential Hired Plant and Hire Purchase Plant.
- 28.10 If the CONTRACTOR shall fail to remove any CONTRACTOR'S EQUIPMENT TEMPORARY WORKS or materials as aforesaid or any Essential Hired Plant or Hire Purchase Plant within such time as may be mutually agreed, after completion of the WORK then the OWNER may, after providing a written notice of seven working days to the CONTRACTOR:
- (i) sell any such CONTRACTOR'S EQUIPMENT Machinery works and materials as aforesaid and
 - (ii) return at the CONTRACTOR'S expense any Essential Hired Plant or Hire Purchase Plant to the person from whom the same was held by the CONTRACTOR.

and after deducting from any proceeds of sale the costs charges and expenses of and in connection with such sale and of and in connection with return as aforesaid shall pay the balance (if any) to the CONTRACTOR but to the extent that the proceeds of any sale are insufficient to meet all such costs charges and expenses the excess shall be a debt due from the CONTRACTOR to the OWNER and shall be deductible or recoverable by the OWNER accordingly as aforesaid.

- 28.11 The OWNER shall not at any time be liable for the loss of or injury to any of the CONTRACTOR'S Plant, TEMPORARY WORKS or materials which have been deemed to become the property of the OWNER under sub-clause (4) of this Clause save as mentioned in terms hereof.
- 28.12 The CONTRACTOR shall when entering into any sub-CONTRACT incorporate in such SUBCONTRACT (by reference or otherwise) the provision of this Clause in relation to CONTRACTOR'S EQUIPMENT TEMPORARY WORKS and material, Essential Hired Plant and Hire Purchase Plant brought on to the SITE by the SUBCONTRACTOR in such manner that the OWNER will have

the same rights in respect thereof as if it were brought on by the CONTRACTOR

CLAUSE 29 CERTIFICATE OF COMPLETION OF WORK

As soon as the WORK shall have been substantially completed in accordance with the terms of the CONTRACT and shall have satisfactorily passed any final test that may be prescribed by the CONTRACT, the OWNER shall on receiving a written undertaking by the CONTRACTOR to finish any outstanding WORK during the MAINTENANCE PERIOD, issue to the CONTRACTOR a Certificate of Completion in respect of the WORK and the MAINTENANCE PERIOD of the WORK shall commence from the date of such certificate. Provided that the OWNER may give such a certificate with respect to any part of the WORK before the completion of the whole and shall upon the written application of the CONTRACTOR give such certificate with respect to any substantial part of the WORK which has been completed as per the CONTRACT and when any certificate is given in respect of a part of the WORK which has been completed, such part shall be considered as completed and the MAINTENANCE PERIOD of such part shall commence from the date of such certificate. Provided also that a COMPLETION CERTIFICATE given in accordance with the foregoing provisions of any part of the WORK as aforesaid shall not be deemed to certify completion of any ground or surfaces requiring reinstatement unless such certificate shall expressly so state.

CLAUSE 30 TIME FOR COMPLETION AND EXTENSION THEREOF

30.1 Subject to the provisions of this Contract, the Contractor shall commence the Works upon issuance of the Letter to Proceed (LTP) and shall achieve full and satisfactory completion of the Works, including all associated utilities and services, within Four (04) calendar months from the effective date of the LTP. This completion period may be extended only in accordance with Clause 30.2 below.

30.2 If the Contractor is delayed, impeded, or prevented from performing or completing the Works or any part thereof due to a **Change Order, Force Majeure event, or delay on the part of the Owner in fulfilling its contractual obligations**, and such delay occurs either before or after the original or extended completion date, the Contractor shall promptly notify the Owner in writing. This notice must contain full and detailed analysis report of the circumstances and the extension of time being requested.

No extension of time shall be granted unless the Contractor provides **satisfactory documentary evidence** justifying the delay. In particular, in cases of **work stoppage due to security constraints**, the Contractor must furnish **verifiable documentation from relevant law enforcement agencies or competent authorities** confirming the nature, location, and duration of the constraint. Failure to submit such evidence may result in **rejection of the extension request**.

Upon receipt and acceptance of such notice and evidence, the Parties shall mutually agree—either prospectively or retrospectively—on a reasonable extension of the time for completion of the Works or any part thereof.

Such extension of time shall be granted on the same terms, conditions, and rates as originally agreed under this Contract with no any extra over head cost.



CLAUSE 33 STATEMENTS, CLAIMS, CERTIFICATES AND PAYMENTS

- 33.1 The CONTRACTOR's quoted price shall be **fixed, firm, and final** for the entire duration of the CONTRACT, and **no escalation, adjustment, or increase in cost** shall be entertained for any reason whatsoever, including but not limited to changes in market rates, inflation, currency fluctuation, material or labour costs, or delays not attributable to the OWNER.
- 33.2 All prices and rates indicated in the Bill of Quantities are **inclusive** of all costs, charges, taxes, levies, duties, insurances, overheads, and profit margins, and shall cover the complete scope of WORK as defined in the CONTRACT. The CONTRACTOR shall not be entitled to claim any additional amounts unless explicitly provided for in this CONTRACT.
- 33.3 Payments to the CONTRACTOR shall be made **strictly on a milestone basis**, as defined in the CONTRACT DOCUMENT. Each milestone payment shall only be released upon **full and satisfactory completion** of the relevant milestone and submission of:
- A detailed invoice,
 - All necessary supporting documentation
 - A progress report, duly verified and certified by the respective PROJECT MANAGERS of both Parties.
- 33.4 The OWNER shall make payment within **thirty (30) calendar days** of receiving a complete and verified invoice, subject to all contractual deductions and approvals.
- 33.5 The OWNER reserves the right to:
- Withhold certification or payment if the WORKS or any part thereof are not carried out in accordance with the CONTRACT,
 - Make any justified correction or modification to any previously certified payment or invoice.
- 33.6 All milestone payments shall be considered as **interim payments**, and shall not constitute acceptance or approval of the WORKS. Final payment shall only be made upon full completion and acceptance of all WORKS in accordance with the CONTRACT.
- 33.7 In the event the Contractor fails to execute the work in accordance with the approved scope of work, specifications, and agreed timelines, the Company reserves the right to undertake and complete the remaining or balance work through alternate means at its sole discretion.

Any additional costs or expenses incurred by the Company in completing such balance work shall be recoverable from the Contractor, either through direct recovery or by deducting the same from any payments due or to become due to the Contractor.

- 33.8 The OWNER shall deduct from milestone payments any applicable:

- Retention amounts (if any),
- Recovery of advances (e.g., mobilization), and



HDD of 24" dia. & 12" dia. OPL at Bibi Nani.

- Any other sums due from the CONTRACTOR under this CONTRACT, provided that the OWNER shall share written justification and supporting details for such deductions.

33.9 All payments under this CONTRACT shall be made in **Pakistani Rupees (PKR)** only

Clause 34 DISPUTED INVOICES

The Contractor must send invoices to the Owner at the address and in the way stated in the Purchase or Service Order.

The Owner will pay all invoices within 30 days of receiving them. If the Owner disagrees with any part of an invoice, they must tell the Contractor in writing within 10 days, explaining what part is disputed and why. The Owner can hold back payment for the disputed amount until the issue is resolved but must still pay the rest on time.

Any payment made by the Owner does not mean they accept the invoice as final. All payments are considered temporary and may be adjusted later after an audit.

CLAUSE 35 LIQUIDATED DAMAGES

35.1 If the Contractor fails to complete the Work within the time period stipulated in the Contract Documents (from the Effective Date to the Project Completion Date), the Contractor shall be liable to pay the Owner liquidated damages for such delay as specified in Clause 34.4. The liquidated damages shall be calculated on the total Contract Value for the period during which the Work remains incomplete.

35.2 The Owner may, without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any monies due or becoming due to the Contractor under this Contract. The payment or deduction of such damages shall not relieve the Contractor from the obligation to complete the Work or from any other obligations or liabilities under the Contract.

35.3 The Contractor shall commence and execute the Work in accordance with the provisions of Article 4 (Commencement and Completion of Work) of the Contract Documents.

35.4 Liquidated damages shall be levied at the rate of two percent (2%) of the total Contract Value for each week of delay or part thereof, subject to a maximum cumulative limit of ten percent (10%) of the total Contract Value.

CLAUSE 36 PAYMENT OF TAXES

36.1 The OWNER will make payment to the CONTRACTOR after deducting applicable taxes as required under the law, except if an exemption certificate from Income Tax authorities is produced by the CONTRACTOR. The OWNER shall provide to the CONTRACTOR the challans evidencing the payment of tax deducted from payments due to the CONTRACTOR.

36.2 The rates and prices stated in the priced Bill of Quantities shall be deemed as per ARTICLE-2 CONTRACT PRICE of CONTRACT DOCUMENT.

CLAUSE 37 TIMELY COMPLETION

Completion of the WORK within the allotted time period i.e. 04 months from the issuance of LTP under the CONTRACT is considered to be of extreme importance and the CONTRACTOR shall endeavour to complete the WORKS in accordance with the terms of this CONTRACT.

CLAUSE 38 MECHANICAL COMPLETION

38.1 CONTRACTOR shall promptly notify OWNER when CONTRACTOR considers that MECHANICAL COMPLETION for the Pipeline CONSTRUCTION WORKS or a part thereof has been achieved. Within (7) calendar DAYS after receipt of said notice, the OWNER and the CONTRACTOR shall by mutual consent compile, a list of items, defects or aspects of the WORKS (together with a reasonable estimate of the value of such items) not satisfying the PRE-COMMISSIONING requirements and determined by the OWNER and the CONTRACTOR as still to be completed by the CONTRACTOR in accordance with its obligations under this CONTRACT and any terms set out or referred to in such certificate ("PUNCH LIST"). The CONTRACTOR'S obligation to complete such items, defects or aspects shall not be effected by the issuance of the MECHANICAL COMPLETION CERTIFICATE for a whole or any part of the WORKS thereof.

38.2 When the OWNER in accordance with the CONTRACT agrees that all the PUNCH LIST items have been rectified it will issue a MECHANICAL COMPLETION CERTIFICATE to the CONTRACTOR who will then commence PRE-COMMISSIONING of the pipeline Construction WORKS or a part thereof as per CONSTRUCTION CONTRACT.

38.3 No risk of loss in respect of any part of the WORKS shall pass to the OWNER except to the extent that a MECHANICAL COMPLETION CERTIFICATE has been issued for such part of the WORKS and such part of the WORKS has not been included within the PUNCH LIST. The passing of the risk of loss under this sub-paragraph shall not in any way prejudice the obligations of the CONTRACTOR for the MAINTENANCE PERIOD under this CONTRACT.

CLAUSE 39 COMMISSIONING

The CONTRACTOR shall achieve COMMISSIONING of the Pipeline as per CONDITIONS OF CONTRACT within the TIME FOR COMPLETION that is Four (04) Months from Notice to Proceed subject to the terms of this CONTRACT. The OWNER shall issue a TAKE OVER CERTIFICATE to the CONTRACTOR upon successful COMMISSIONING of Pipeline.

CLAUSE 40 MAINTENANCE PERIOD

The Maintenance Period will be 12 Months from the issuance of a TAKE OVER CERTIFICATE by the OWNER to the CONTRACTOR during which the obligation of the Contractor shall be to rectify all defects in the Pipeline, Upon completion of the MAINTENANCE PERIOD, the CONTRACTOR shall stand discharged of all obligations under this CONTRACT except for such obligations which have accrued during the tenor of the CONTRACT.



CLAUSE 41 REMEDIES AND POWERS ON DEFAULT OF CONTRACTOR AND OWNER

41.1 Insolvency or Unauthorized Assignment by Contractor:

If the Contractor becomes insolvent, makes arrangements with creditors, assigns the contract without Owner's written consent, or faces legal execution on goods, the Owner may enter the site, expel the Contractor, and continue the contract without voiding it.

41.2 Contractor Default:

If the Contractor:

- Abandons the contract,
- Fails to start or suspends work for 20 days after written notice,
- Fails to remove condemned materials or replace rejected work within 20 days after notice,
- Does not execute work per contract or neglects obligations, or
- Sub-lets work detrimentally or without consent,

Then the Owner may, after giving a **10-day written notice** and allowing **28 working days to cure the default**, enter the site, expel the Contractor, and continue the work without voiding the contract.

41.3 Completion by Owner or Others:

Expulsion does not release the Contractor from obligations. The Owner may complete the work or hire others and may use Contractor's equipment, temporary works, and materials on site (deemed Owner's property under Clause 28). Owner may sell these to recover costs.

41.4 Determining Value After Expulsion:

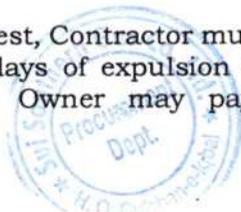
Owner shall determine amounts earned by Contractor on a quantum merit basis for work done, and value of unused or partially used materials and equipment deemed Owner's property.

41.5 Payment After Expulsion:

Owner will not pay the Contractor until after the maintenance period and until costs of completion and expenses are determined. Contractor will receive payments due minus these costs. If costs exceed payments due, Contractor must pay the excess to Owner, recoverable as a debt.

41.6 Assignment of Supplier/Subcontractor Agreements:

Upon Owner's request, Contractor must assign supply or subcontract agreements to Owner within 10 days of expulsion events, allowing suppliers/subcontractors to object reasonably. Owner may pay suppliers/subcontractors before or after termination.



HDD of 24" dia. & 12" dia. QPL at Bibi Nani.

41.7 Owner's Remedy of Contractor Defaults:

If Contractor fails to comply with Owner's instructions or contractual obligations, Owner may remedy defaults and recover related expenses from Contractor or deduct from payments due.

41.8 Contractor's Right to Terminate Due to Owner Default:

Contractor may terminate the contract if:

- Owner files bankruptcy or insolvency proceedings not dismissed within 45 days or assigns for creditors' benefit,
- Owner undergoes liquidation or seizure of assets,
- Corporate dissolution of Owner (excluding restructuring),
- Material breach by Owner, or
- Owner fails to pay invoices within 28 days of due date, after 14 days' written notice including compensation per Clause 32.4.

41.9 Contractor's Removal Rights Upon Owner Default:

After Owner default and expiration of cure periods, Contractor may terminate and remove equipment and temporary works from the site.

CLAUSE 42 BRIBES

If the Contractor, or any of its Subcontractors, agents, or employees, offers, gives, or agrees to offer or give any person any bribe, gift, gratuity, or commission as an inducement or reward for performing, or refraining from performing, any act in relation to this Contract or any other contract with the Owner—or for showing or refraining from showing favour or disfavour to any person in relation thereto then the Owner shall be entitled to enter upon the Site and expel the Contractor therefrom.

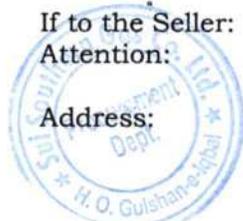
In such event, the provisions of Clause 40 of this Contract shall apply as though such entry and expulsion had been made pursuant to that Clause.

CLAUSE 43 NOTICES

Except as otherwise expressly provided in this Agreement, all notices or other communications to be given or made hereunder shall be in writing, shall be addressed for the attention of the persons indicated below and shall either be delivered personally or sent by courier registered or certified mail or facsimile. The addresses for service of the Parties and their respective numbers shall be:

If to the Seller:
Attention: Deputy General Manager
Address: Planning & Development Department
Sui Southern Gas Company Limited
SSGC House, ST-4/B, Block 14,
Sir Shah Suleman Road,
B-14, Gulshan-e-Iqbal, Karachi
Telephone No: 021-99021982
Facsimile No: (021) 99231604

If to the Buyer:



HDD of 24" dia. & 12" dia. QPL at Bibi Nani.



Attention:
Address:

All notices shall be deemed delivered:

- (i) when presented personally
- (ii) if received on a Business Day for the receiving Party, when transmitted by facsimile to the receiving Party's facsimile number specified above and, if received on a Day that this is not a Business Day, on the first Business Day following the date transmitted by facsimile to the receiving Party's facsimile number specified above
- (iii) two Days after being delivered to a courier for overnight delivery, addressed to the receiving Party, at the address indicated above or
- (iv) five Days after being deposited in a regularly maintained receptacle for the postal service in Pakistan, postage prepaid, registered or certified, return receipt requested or, addressed to the receiving Party, at the address specified above. Any notice given by facsimile shall be confirmed in writing delivered personally or sent by registered or certified mail, but the failure to so confirm shall not void or invalidate the original notice if it is in fact received by the Party to which it is addressed.

Any Party may by notice change the addresses and/or address to which such notices and communications to it are to be delivered or mailed:

CLAUSE 44 SETTLEMENT OF DISPUTES / LITIGATIONS

44.1 The Parties agree to make all reasonable and good faith efforts to resolve any disputes, controversies, or claims ("Disputes") arising out of or in connection with this Contract through mutual consultation.

If a Dispute arises, and unless otherwise provided herein, the Parties shall refer the matter to their respective duly authorized representatives ("Escalation Representatives"). The Escalation Representatives shall communicate within five (5) Business Days of referral and shall endeavor in good faith to resolve the Dispute through discussion and negotiation without initiating formal proceedings.

If the Dispute remains unresolved within thirty (30) Business Days from the date of first communication between the Escalation Representatives, either Party may seek resolution as provided under this Clause.

44.2 Any Dispute, controversy, claim, counterclaim, demand, cause of action, or any other matter arising out of or relating to this Contract, including its breach, termination, or validity, shall be finally settled by **binding arbitration** in accordance with this Clause.

All Disputes shall be referred to arbitration whether they involve issues of enforceability, legality, validity, or any statutory, civil, or common law claims. The arbitral tribunal shall have full authority to decide all procedural and substantive matters, including the validity, construction, and interpretation of this arbitration clause.

44.3 The arbitration shall be conducted in accordance with the **Arbitration Act, 1940** and any applicable rules or amendments thereto in force at the time of arbitration. The provisions of the Arbitration Act, 1940 and applicable rules are deemed incorporated herein by reference.



HDD of 24" dia. & 12" dia. OPL at Bibi Nani.

- 44.4 The **seat (legal place)** of arbitration shall be **Karachi, Pakistan**.
- 44.5 The **language** to be used in the arbitral proceedings shall be **English**.
- 44.6 This Clause shall apply only to the Parties to this Contract. Nothing in this Contract shall be deemed to constitute an agreement to arbitrate by any shareholder, Affiliate, or subsidiary of a Party. The arbitral tribunal shall not have jurisdiction over any such entity without its express written consent.
- 44.7 The Dispute shall be referred to the **equitable decision of two joint arbitrators**, one to be appointed by each of the Owner and the Contractor. In the event the two arbitrators fail to reach agreement, the matter shall be referred to an **Umpire**, to be appointed jointly by the two arbitrators.
- 44.8 The **award** rendered by the joint arbitrators or, where applicable, by the Umpire shall be **final and binding** upon the Parties, subject to due process of law.
- 44.9 Any award (including interim awards) shall be payable within **thirty (30) days** of issuance, in **immediately available funds**, free from any liens, taxes, or deductions. All payments under an award shall be made in **Pakistani Rupees**.
- 44.10 The **costs of arbitration**, including fees of the arbitrators and related expenses, shall be **borne equally** by the Parties unless otherwise determined by the arbitral tribunal in its final award.

CLAUSE 45 LAW GOVERNING AND JURISDICTION

This Agreement shall be subject to and construed in accordance with the substantive and procedural laws of the Islamic Republic of Pakistan and will be subject to the exclusive jurisdiction of the Courts of Karachi having competent jurisdiction.

CLAUSE 46. PERFORMANCE GUARANTEE:

- 46.1 The CONTRACTOR shall obtain (at its cost) a PERFORMANCE GUARANTEE for proper performance by the CONTRACTOR of its obligations, in the amount of (5% percent of the CONTRACT AMOUNT) _____, which shall be expressed in PKR substantially in the form of Annexure F. Upon the TAKE OVER DATE and successful completion of all TESTS ON COMPLETION, the PERFORMANCE GUARANTEE shall be reduced in amount to zero and returned to the CONTRACTOR provided that the RETENTION BOND has already been delivered to the OWNER, if the CONTRACTOR opts for a RETENTION BOND.
- 46.2 The CONTRACTOR shall deliver the PERFORMANCE GUARANTEE to the OWNER prior to or on the EFFECTIVE DATE. The PERFORMANCE GUARANTEE shall be issued by a first class Pakistan scheduled bank or a first international scheduled bank acceptable to the OWNER.
- 46.3 The CONTRACTOR shall ensure that the PERFORMANCE GUARANTEE is valid and enforceable until the issuance of TAKE OVER CERTIFICATE.



46.4 The OWNER shall not make a claim under the PERFORMANCE GUARANTEE, except for amount to which the OWNER is entitled under the CONTRACT in the event of:

- (a) failure by the CONTRACTOR to extend the validity of the PERFORMANCE GUARANTEE as described in paragraph above, in which event the OWNER may claim the full amount of the PERFORMANCE GUARANTEE;
- (b) failure by the CONTRACTOR to pay the OWNER an amount due, as agreed by the CONTRACTOR or determined under the provisions of DISPUTES AND ARBITRATION; failure by the CONTRACTOR to remedy a default within twenty-eight (28) working days after receiving the OWNER'S notice requiring the default to be remedied; or
- (c) any other material breach of this CONTRACT by the CONTRACTOR

CLAUSE 47 CONFLICTS OF INTEREST

The CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions, which could result in a conflict with the OWNER'S best interests. This obligation shall apply to the activities of the employees and agents of the CONTRACTOR in their relations with the employees, their families, of the OWNER'S vendors, SUBCONTRACTORS and third parties arising from this CONTRACT and accomplishing services hereunder. The CONTRACTOR'S efforts shall include, but not limited to, establishing precautions to prevent its employees or agents from making, receiving, providing or offering substantial gifts, entertainment, payments, loans or other considerations for the purpose of influencing individuals to act contrary to the OWNER'S best interest.

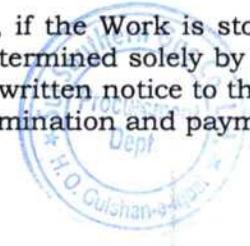
CLAUSE 48 TERMINATION BY OWNER

If the Owner decides not to continue with the Project, it may, at any time, terminate this Contract by giving written notice to the Contractor. In such case, the Contractor shall be entitled only to payment for milestones that have been satisfactorily completed in accordance with the terms and conditions of this Contract up to the date of termination, and for any reasonable and properly documented expenses incurred solely as a direct result of such termination.

No payment whatsoever shall be made for any milestone that has not been achieved or satisfactorily completed as per the contractual requirements. The Owner shall not be liable for any compensation, damages, or claims for anticipated profits or unperformed work due to such termination.

Final payment to the Contractor shall be made after deduction of any amounts due to the Owner under this Contract.

Furthermore, if the Work is stopped or suspended for any reason for a prolonged period, as determined solely by the Owner, the Owner may terminate this Contract by providing written notice to the Contractor. In such an event, the same provisions regarding termination and payment stated above shall apply.



CLAUSE 49 SECRECY

- 49.1 Neither the CONTRACTOR nor the OWNER shall, either during and after the CONTRACT hereunder, divulge or utilize any Confidential Information belonging to the other Party (including confidential information as to the business and financial affairs of the disclosing Party) which may have come to its knowledge during the CONTRACT hereunder and shall take all reasonable precautions to keep all such information secret.
- 49.2 Except so far as may be necessary for the purpose of his obligations hereunder, neither Party shall, without the consent of the disclosing Party, retain or make originals or copies of Confidential Information belonging to the disclosing Party or notes thereof nor retain samples or specimens, in which the disclosing Party may be or may have been interested and which have come into his possession by reason of the CONTRACT hereunder. If on the termination of the CONTRACT hereunder, either Party is in possession of any originals or copies of Confidential Information belonging to the disclosing Party or any notes thereof, or any such samples or specimens, as aforesaid, the receiving Party shall deliver the same to the disclosing Party without being asked, except so far as consent to use by the disclosing Party, shall not itself relieve the receiving Party from his obligations under sub-paragraph 47.1.
- 49.3 However, in the event of a breach of sub-clauses 47.1 or 47.2 by the receiving Party, the disclosing Party shall be entitled to recover damages from the receiving Party.

CLAUSE 50 SAFETY REGULATIONS

- 50.1 The CONTRACTOR shall strictly adhere to and cause his employees to strictly adhere to all safety rules, safety practices, work procedures, required engineering specifications and general guidelines given in the CONTRACTOR'S safety manual.
- 50.2 The CONTRACTOR shall provide safety equipment and proper work clothing to his personnel as required by the safety rules and regulations as per HSE policy.

CLAUSE 51 PROGRESS REPORTS

The CONTRACTOR shall prepare and submit a fortnightly report on progress of WORK to the OWNER as per the Performa attached, which may be amended from time to time if deemed necessary by the Parties by mutual consent.

CLAUSE 52 ELECTRICAL WORKS

All electrical works if required at SITE for construction of the Pipeline (only for Pipeline related works) shall be carried out by the CONTRACTOR at its own COST and liability.

CLAUSE 53 FORCE MAJEURE

- 53.1 In the event of Force Majeure, the obligations of the Parties (other than the obligations to pay money) under this Agreement shall be excused during the time and to the extent that performance thereof is prevented wholly or in part by the Force Majeure Event as described herein below.



53.2 "Force Majeure" shall mean an event or circumstance which is not within the reasonable control of the Party affected and which causes or results in default or delay in the performance by affected party of any of its obligations hereunder and then only to the extent to which such party, acting reasonably and prudently, is not able to prevent and overcome that event or circumstance and shall include but not be limited to:

- (a) Natural disaster, including but not limited to cyclones, tsunamis, epidemics, landslides, extreme cold weather, earthquakes, floods and washouts;
- (b) Governmental or semi-governmental law, regulation, order, decree, restriction, restraint, prohibition, intervention or expropriation, or the failure of any governmental or semi-governmental entity to act;
- (c) Explosion, collision, act of a public enemy, act of war (declare or undeclared), blockade, riot, civil commotion or disturbance, sabotage, act of terrorism insurrection or national emergency (whether in fact or law), kidnapping;
- (d) Unavoidable accident or emergency shutdown to prevent an accident; fire, explosion, chemical contamination or ionizing radiation;

A Party claiming to be affected by Force Majeure shall:

- (a) Promptly but not later than forty eight (48) hours of becoming aware of the Force Majeure event, notify the other Parties of the occurrence and details of any event or circumstances said to give rise thereto and the estimated nature and extent of the delay in performance of its obligations under the Agreement resulting there from; and
- (b) If the Force Majeure has caused damage to or destruction of any facilities submit a plan for repair or reinstatement thereof provided that no Party shall be obliged to take such action by the provisions of this Clause if in the reasonable opinion of such Party it would not be economical to do so.

53.3 The Party affected shall use all reasonable diligence to overcome or control the effect of the Force Majeure as quickly as possible provided that the settlement of strikes, labor disputes, matters relating to kidnapping, extortion or the like shall be at the sole discretion of a Party affected thereby and provided further that the Party affected shall not be obliged to incur expenditure to overcome the event or circumstances which caused the Force Majeure which would make it uneconomical for that party to continue to be a Party to this Agreement. Where a Party is prevented from performing an obligation under this Agreement as a result of Force Majeure and such obligation is to be performed within a given time period, such time period shall be extended by the duration of the Force Majeure.

53.4 Subject to Clause 52.2 and so long as the affected Party has at all time since the occurrence of an event of Force Majeure complied with the obligations of Clause 52.3 and continues to so comply, then the affected Party shall not be liable for any failure or delay in performing its obligations (other than an obligations to make a payment) under or pursuant to this Agreement., Other than for breaches of this Agreement by the other Party, and without prejudice to the affected Party's right to indemnification pursuant to this Agreement, the



other Party shall not bear any liability for any loss or expense suffered by the affected Party as result of an event of Force Majeure.

- 53.5 In the event that a Party affected by Force Majeure could only overcome the Force Majeure by incurring expenditure which would make it uneconomical for that Party to continue to be a party to this Agreement or circumstances or event caused by the Force Majeure are incapable of remedy, either Party shall have the right to terminate this Agreement upon giving sixty (60) Days advance written notice to the other Party.

CLAUSE 54 RISK AND RESPONSIBILITY

54.1 The CONTRACTOR shall indemnify, hold harmless and defend the OWNER, the OWNER'S Personnel and agents, against and from any and all losses incurred, suffered or sustained by them or claims required to be paid, directly by them, or sought to be imposed upon any such persons in respect of:

- a) bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the design, execution and completion of the WORKS and the remedying of any defects, unless directly attributable to any negligence, intentional act or omission by the OWNER, the OWNER'S Personnel, or any of their respective agents,
- b) damage to or loss of any property, real or personal (other than the WORKS), to the extent that such damage or loss:
 - i. arises out of or in the course of or by reason of the design, execution and completion of the WORKS and the remedying of any defects; and
 - ii. is not directly attributable to any negligence, intentional act or omission under the CONTRACT by the OWNER, the OWNER'S Personnel, their respective agents, or anyone directly or indirectly employed by any of them, and

54.2 The OWNER shall indemnify, hold harmless and defend the CONTRACTOR, the CONTRACTOR'S PERSONNEL, and their respective agents and subcontractors, against and from any and all losses incurred, suffered, sustained or required to be paid, directly or indirectly, by, or sought to be imposed upon any such persons in respect of bodily injury, sickness, disease or death, which is attributable directly to any negligence, intentional act or omission of the CONTRACT by the OWNER, the OWNER'S PERSONNEL, or any of their respective agents or subcontractors.

- a) In the event injury or damage results from the joint or concurrent negligent or intentional acts or omissions of the PARTIES, each PARTY shall be liable under this indemnification in proportion to its relative degree of fault.
- b) The provisions of this Clause shall survive for a period of three (3) years following the earlier of termination of this CONTRACT or the TAKE OVER DATE.
- c) Any fines or other penalties incurred by a PARTY for non-compliance with applicable LAWS shall not be reimbursed by the other PARTY but shall be the sole responsibility of the non-complying PARTY.



CLAUSE 55 DEFENCE OF CLAIMS

- 55.1 The indemnifying PARTY shall be entitled, at its option and expense and with counsel of its selection, to assume and control the defence of such claim, action, suit or proceeding at its expense with counsel of its selection, subject to the prior approval of the indemnified PARTY; provided, however, it gives prompt notice of its intention to do so to the indemnified PARTY and reimburses the indemnified PARTY for the reasonable costs and expenses incurred by the indemnified PARTY prior to the assumption by the indemnifying PARTY of such defence.
- 55.2 Unless and until the indemnifying PARTY acknowledges in writing its obligation to indemnify the indemnified PARTY and assumes control of the defense of a claim, suit, action or proceeding in accordance with this Clause, the indemnified PARTY shall have the right, but not the obligation, to contest, defend and litigate, with counsel of its own selection, any claim, action, suit or proceeding by any third PARTY alleged or asserted against such PARTY in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and the reasonable costs and expense thereof shall be subject to the indemnification obligations of the indemnifying PARTY hereunder.
- 55.3 Upon assumption by the indemnifying PARTY of the control of the defense of a claim, suit, action or proceeding, the indemnifying PARTY shall reimburse the indemnified PARTY for the reasonable costs and expenses of the indemnified PARTY in the defense of the claim, suit, action or proceeding prior to the indemnifying PARTY'S acknowledgement of the indemnification and assumption of the defense.
- 55.4 Neither PARTY shall be entitled to settle or compromise any such claim, action, suit or proceeding without the prior written consent of the other PARTY, provided, however, that after agreeing in writing to indemnify the indemnified PARTY, the indemnifying PARTY may settle or compromise any claim without the approval of the indemnified PARTY.
- 55.5 Following the acknowledgement of the indemnification and the assumption of the defense by the indemnifying PARTY, the indemnified PARTY shall have the right to employ its own counsel and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of such indemnified PARTY, when and as incurred, unless
- (i) the employment of counsel by such indemnified PARTY has been authorized in writing by the indemnifying PARTY,
 - (ii) the indemnified PARTY shall have reasonably concluded that there may be a conflict of interest between the indemnifying PARTY and the indemnified PARTY in the conduct of the defense of such action
 - (iii) the indemnifying PARTY shall not in fact have employed independent counsel reasonably satisfactory to the indemnified PARTY to assume the defense of such action and shall have been so notified by the indemnified PARTY, or

H. O. Gulshan-e-...
S.S.G.C.



S.S.G.C. SOUTHERN GAS COMPANY

- (iv) the indemnified PARTY shall have reasonably concluded and specifically notified the indemnifying PARTY either that there may be specific defence available to it which are different from or additional to those available to the indemnifying PARTY or that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this CONTRACT. Notwithstanding anything else contained in this Clause, the CONTRACTOR shall not be able to take over or participate in the defense of claims relating to any of the PROJECT DOCUMENTS, excepting the CONTRACT.

CLAUSE 56 LIMITATION OF LIABILITY

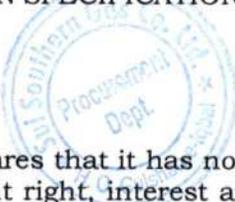
- 56.1 Neither PARTY shall be liable to the other PARTY in contract, tort, warranty, strict liability or any other legal theory for any indirect, consequential, incidental, punitive or exemplary damages. Provided that nothing stated as aforesaid shall affect the obligation of the CONTRACTOR to pay liquidated damages in terms of Clause 34 hereof.
- 56.2 Neither PARTY shall have any liability to the other PARTY except pursuant to, or for breach of, this CONTRACT; provided, however, that this provision is not intended to constitute a waiver of any rights of one PARTY against the other with regard to matters unrelated to this CONTRACT or any activity not contemplated by the CONTRACT.
- 56.3 Notwithstanding anything else contained in the CONTRACT, the cumulative liability of the CONTRACTOR pursuant to the CONTRACT shall not exceed the CONTRACT PRICE and in case the Performance Guarantee has been encashed, the same shall be deducted from the CONTRACT PRICE in arriving at the maximum liability.
- 56.4 Notwithstanding the limitations of liability in sub-clauses above, this Clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting PARTY.

CLAUSE 57 ENTIRE CONTRACT

This CONTRACT, consisting of the OWNER'S request for proposal, CONTRACTOR'S response to the request for proposal, PRINCIPAL DOCUMENT, SUPPLEMENTARY CONDITIONS and CONSTRUCTION SPECIFICATION, including all ANNEXURES, EXHIBITS and ATTACHMENTS, constitutes the entire agreements between the parties with respect to WORK and supersedes all prior negotiations, representations or agreements relating thereto, written or oral, including OWNER'S and CONTRACTOR'S proposal except to the extent they are expressly incorporated therein. Unless otherwise provided herein, no changes, alterations or modifications to PRINCIPAL DOCUMENT shall be effective unless in writing and signed by the respective duly authorized officers of the parties hereto. No changes, alterations or modifications to CONSTRUCTION SPECIFICATION shall be effective unless in writing and signed by OWNER.

CLAUSE 58 DECLARATION

The CONTRACTOR hereby declares that it has not obtained the procurement of the works mentioned this agreement right, interest and privilege or other obligation or



HDD of 24" dia. & 12" dia. QPL at Bibi Nani.



benefit from SSGCL through inducement, use of influence or any corrupt business practices.

CLAUSE 59 GENERAL REPRESENTATION AND WARRANTIES

59.1 Both Parties individually make the following general representations and warranties:

- a) They are duly organized, validly existing, and in good standing under the laws of the state in which they are organized and/or have full power and authority to execute and deliver this CONTRACT and to perform their obligations hereunder;
- b) There is no litigation, investigation, administrative proceeding or other action existing pending, or threatened that would materially adversely affect the ability of them to fulfill their obligations under this CONTRACT; and
- c) They hold all necessary corporate Authorizations and by the execution and delivery of this CONTRACT will not violate their Articles of Incorporation or any applicable laws or regulations;
- d) Their signatories possess authority to execute this CONTRACT such that legal, valid, and binding obligations enforceable against them are created.

59.2 Both Parties represent that they have obtained and covenant that they will maintain throughout the Term hereof of all and any necessary governmental, statutory and third party license, consent, or approval, which it requires to enter into and perform its obligations under this CONTRACT.

59.3 The entering into, and performance of, this CONTRACT by the Parties have been duly authorized by their respective Management / Board of Directors and are in conformity with the existing Laws of Pakistan.

CLAUSE 60 DESIGN DOCUMENTS

All the drawings attached with the bid documents are only for cost estimate and reference purpose however, all the detailed drawings such as Plan Profile, Schematic, Crossing Drawings and other related design documents will be provided to successful bidder only, where ever assistance is required will be provided by the Contractor / Bidder.

CLAUSE 61 LIST OF CROSSINGS AND DRAWINGS

Mode of crossings mentioned in the List of crossings attached with the bid documents is only for cost purpose and reference purpose only. All the drawings attached with bid documents are only for cost estimate and reference purpose only.

CLAUSE 62 INDEPENDENT ENTITIES

The Parties hereby agree and undertake that they are independent entities engaged in the conduct of their own business and neither Party shall be deemed to be the agent, representative or employee of the other for any purpose whatsoever and neither does it create any right or authority to make any representation or warranty or to assume, create or incur any liability or obligation of any kind, express or implied, in the name of or on behalf of the other.





HDD of 24" dia. & 12" dia. OPL at Bibi Nani.

CLAUSE 63 SEVERIBILITY

If for any reason any provision hereof shall be inoperative, the validity and effect of all the other provisions under this CONTRACT shall remain unaffected.

CLAUSE 64 PARTIAL INVALIDTY

If, at any time, any provision of the CONTRACT or the CONTRACT DOCUMENTS are or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof/thereof nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be effected or impaired thereby.

CLAUSE 65 PROTECTION OF THE ENVIRONMENT AND WILDFIRE & RESPONSIBILITY

The Contractor shall take all reasonable steps to protect the environment (both on and off the Project / fabrication Site(s) and to limit damage, the nuisance to people and property resulting from pollution, noise and other results of his operations. Damage to any property, land and environment shall be restored by the Contractor at its own cost.

The Contractor shall ensure that emissions, surface discharges and effluent from the Contractor's activities shall not exceed the permissible values prescribed by applicable environmental laws.

Contractor or its sub-contractor shall not adopt any method for Work or camps living which may be damaging to environment or wildlife. Contractor/Sub-contractor shall not violate any law, which may be in force for the protection of environment and wildlife. Work in any protected zone shall be planned and executed in accordance with the requirement of the concerned department. Work shall be planned and executed to avoid any damage to any archeological or historical site in the vicinity of the Project Site; Contractor shall take necessary precautions to protect its workers from indulging, in shooting, hunting, cutting of trees or any other activity, which may be against the law or damaging to environment or wildlife.

Contractor agrees to inform himself and his Sub-Contractor of environmental protection laws, orders and regulations and to make all his employees and the Sub-Contractor fully cognizant of their responsibilities there under. Contractor agreed that all Work shall be completed in a manner, which complies with Federal and Provincial or Local Governments environmental and wildlife laws, regulations, procedures, etc. Contractor shall clean-up and remove any pollutant resulting from Contractor's non-compliance with the provisions of this. Clause at his cost and expense; and if Contractor fails to do so, Company may cleanup and remove the pollutant at Contractor's cost and expense. Without in any way limiting the generality of any other indemnity provisions contained in the contract, Contractor agrees to indemnify and hold Company harmless from and against all liability, loss, cost, damage and/or expense of every nature caused by, arising from, growing out of or incidental to any failure of Contractor to comply with the provisions of this Article.

CLAUSE 66 CUSTODY OF ENGINEERING DRAWINGS / DOCUMENTS

The Engineering Drawings/Documents shall remain in the sole custody of Company / Engineering Consultant, but two copies thereof shall be furnished to the Contractor free of charge. The Contractor shall provide and make at his own expense any further copies required by him. At the completion of the Contract, the Contractor shall return to Company all Drawings/Documents provided under the Contract. In addition, Contractor will also generate the As-built drawings in AutoCAD format for Company at the completion of works and submit to Company in hard as well as soft copies.



HDD of 24" dia. & 12" dia. QPL at Bibi Nani.



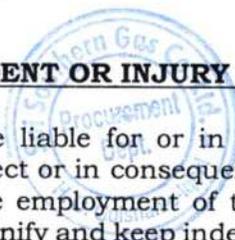
One copy of the Drawings/Documents, furnished to the Contractor as aforesaid, shall be kept by the Contractor on the Project Site and the same shall at all reasonable time be available for inspection and use by Company and its representative and by any other person authorized by Company.

CLAUSE 67 HEALTH, SAFETY AND ENVIRONMENT

- 67.1 Contractor shall comply with all applicable health, safety and environmental laws and regulations including fire and security which are applicable to the location where the works is being carried out.
- 67.2 Contractor shall comply at all times with the requirements as set forth by Company to maintain Integrated Management System for ISO 9001, 14001 & 18001 Standards, policies, operating standards, any special instructions, and all requirements stipulated in this contract.
- 67.3 Contractor shall take all necessary health, safety and environmental precautions related to or arising out of the performance of the contract in order to protect the work, the personnel and property of Company contractor, subcontractor, all third parties and public from the hazards associated with the work.
- 67.4 The Contractor shall submit HSE plan for the project prior to mobilization for approval by the Company.
- 67.5 The Contractor shall provide its personnel and its Subcontractor's personnel with personal protective clothing and equipment, such as hard hats, gloves, safety shoes, safety glasses, safety harness and any other appropriate safety wear. The Contractor shall ensure that all its personnel's protective equipment complies with the relevant international standard specification.
- 67.6 The Company may inspect the Site from time to time to ascertain the Contractor's safety preparedness and ensure compliance that the works are being performed in accordance with safe working practices.
- 67.7 The Contractor shall inform the Company immediately of any incident causing death, injury to personnel or damage to any property including near misses, followed by an accident/incident report within twenty-four (24) hours. The Contractor shall hold a thorough incident investigation immediately after any incident, determine the cause, and take preventive measures to avoid re-occurrence. The Contractor shall submit such report to the Project/HSE department.
- 67.8 The Contractor shall take all necessary measures to handle emergency situation including MEDIVAC of staff from site and their treatment.

CLAUSE 68 ACCIDENT OR INJURY TO WORKMEN

Company shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any worker or other person in the employment of the Contractor or any sub-contractor. The Contractor shall indemnify and keep indemnified Company against all such damages and compensation, including workmen compensation, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.



CLAUSE 69 STAMP DUTY

Contractor will be responsible for the payment of stamp duty if any under the stamp act, 1899 **as amended from time to time** after 1899.

CLAUSE 70 EXTRA LAND

If extra land required by the Contractor / Bidder for carrying out crossings will be arranged by the Contractor / Bidder at their own cost.

CLAUSE 71 DISPUTE BETWEEN SITE CONDITIONS AND DRAWINGS

If any dispute occurs between the site conditions & drawings the matter will be resolved mutually by the representative(s) of both the companies (Client / Contractor) and no company will claim the damages / idle charges.

CLAUSE 72 INTEGRITY PACT

If the contractor or any of his sub contractor, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the contractor as Appendix-G to this Form of Contract, then the Client shall be entitled to:

- a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the contractor or any of his sub contractor, agents or servants;
- b) terminate the Contract; and
- c) recover from the Contractor any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Contractor or any of his sub contractor, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall proceed in accordance with clause 40. Payment upon such termination shall be made under clause 40.

CLAUSE 73 INDEMNITY

74.1 The Contractor shall indemnify and hold harmless the Owner from and against all claims, damages, losses, liabilities, costs and expenses arising out of or in connection with the performance of the Contract, except to the extent such claims, damages, losses, liabilities, costs or expenses result from the negligence, willful misconduct or breach of the Contract by the Owner; **provided that, in any event and notwithstanding anything to the contrary in this Contract, the total liability (of whatever nature and without prejudice to the exceptions to liability listed in Clause 55 (Limitation of Liability)) of the Contractor to the Owner shall be limited as provided under this Contract** indemnity and under any other provision of this Contract shall be limited to and not exceed (over the term of this Contract) 60% of the Contract Price.

For the purposes of the foregoing indemnity, the term "Loss" shall mean any actual direct loss, damage, liability or cost (including reasonable attorney's costs (but excluding any cost of investigation). Loss (and Losses) shall not, in any circumstance or event, include any indirect, incidental, consequential,



punitive or similar loss, claim, damages, cost or amount or any loss of profit or anticipated profit or any loss of opportunity or similar amount.

73.2 LIMIT ON CLAIMS

Notwithstanding anything to the contrary in this Contract and without limitation, the Company shall not be entitled to make, and shall not make, any claim under the foregoing indemnity or under this Contract for any Loss relating to or arising from: (i) any Force Majeure Event (ii) any tax, duty, levy or similar fee or charge; (iii) any loss, damage or cost that is or can be or could have been insured against on a commercially available basis (including, without limitation, death or personal injury or third party property damage or loss); (iv) any breach, default or non-performance of the Company or any other person (whether natural person, corporate body, partnership, association, trust of other organization or entity); and (v) any matter that is of a policy, regulatory or legislative nature, concern or issue.

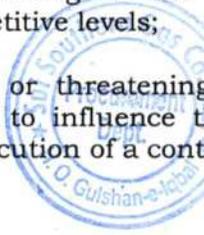
73.3 INDEMINITY NOTIFICATION

If the Company becomes aware of any claim which may give rise to a liability under this Section, the Company will (to the extent lawful) promptly give written notice to the Contractor provided that no failure or delay by the Company in giving written notice shall relieve the Contractor of its obligations unless (and only to the extent that) the Contractor has been materially prejudiced by such failure or delay (and non-disclosure by reason of legal or regulatory restriction shall not constitute failure or delay by the Company) . The Company shall not without the prior written consent of the Contractor be entitled to settle or compromise any claim against the Contractor, unless such settlement or compromise includes an unconditional release of the Contractor from any and all liabilities under such claims.

CLAUSE 74 FRAUD AND CORRUPTION

Contractor under Company contracts shall observe the highest standard of the ethics during selection and execution of such contract. In pursuance of this policy, the Company defines, for the purpose of this provision, the terms set forth below as follows:

- i. "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- ii. "fraudulent practice" means a material misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- iii. "collusive practice" means a scheme or arrangement between two or more contractors, with or without the knowledge of the Company, designed to establish prices at artificial, noncompetitive levels;
- iv. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;



HDD of 24" dia. & 12" dia. OPL at Bibi Nani.



CLAUSE 75 GOOD FAITH

The parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.



HDD of 24" dia. & 12" dia. OPL at Bibi Nani.



SPECIAL TERMS & CONDITIONS

SECTION - IV



SECTION - IV

SPECIAL TERMS & CONDITIONS

CONTENTS

1. GENERAL CONDITIONS
2. SAFETY
3. QUALITY ASSURANCE AND QUALITY CONTROL
4. CO-ORDINATION AND INTERFACES
5. SECURITY
6. DOCUMENTS
7. GENERAL WORK UNITS FOR FABRICATION, TRANSPORTATION, INSTALLATION, COMMISSIONING AND START-UP
8. PRE-COMMISSIONING
9. COMMISSIONING
10. MATERIAL & ITS STORAGE FACILITY
11. WELDING
12. NON DESTRUCTIVE TESTING
13. HYDROSTATIC TESTING
14. PIGGING OF PIPELINE
15. TRENCHING
16. CROSSINGS (ROADS, RAILWAY TRACK, CANALS & OTHERS)
17. CLEANING OF THE SITE
18. DAMAGES AND PREVENTIONS
19. PROGRESS REPORTING
20. OTHER CONDITIONS



1. GENERAL CONDITIONS

- 1.1. The WORKS shall be performed pursuant to the provisions of the CONTRACT.
- 1.2. All project related work such as but not limited to fabrication, scheduling, inspection, quality assurance as defined in SCOPE OF WORK shall be carried out with pre-defined procedures and in a manner that it shall be available for auditing by the OWNER'S PROJECT MANAGER.
- 1.3. The CONTRACTOR shall be responsible for carrying out detailed planning work of the Project in accordance with the submitted Project Schedule.
- 1.4. Any item and/or work required for completion of the Project (as envisaged at the Effective Date) but not expressly indicated in this document shall be deemed to have been included in the quoted price by the CONTRACTOR; Provided that in the event additional item is required or additional work is carried out by the Contractor for the completion of the Project, the Contractor shall be paid by OWNER using the unit rates as mutually agreed between the Owner's Project Manager and the Contractor's Project Manager.
- 1.5. All supply items, if provided by CONTRACTOR, should be accompanied with test certificate from manufacturer for assurance and conformity of performance as per applicable standards, import/shipment documents and other documents reasonably required by OWNER'S Project Manager for material traceability check..
- 1.6. The CONTRACTOR shall be responsible for supplying and arranging electricity and other arrangements at its own cost for its staff at the camp Site. The CONTRACTOR shall be responsible for Hydro testing of the Pipeline with acceptable potable water.
- 1.7. The CONTRACTOR shall prepare all necessary work methodologies/ plans/procedures as required by OWNER and shall submit the same for OWNER approval prior to execution of the Contract. If OWNER has any objection, then Contractor has to rectify / modify accordingly.
- 1.8. The CONTRACTOR shall strictly comply with the QA/QC, Safety, Planning and Scheduling requirements, of the CONTRACT throughout the execution of the Project as per attached HSEQA manual.
- 1.9. The OWNER shall provide all Pipeline material to the CONTRACTOR on designated dump locations.
- 1.10. Material loading / unloading from designated dumps (as in Clause 1.9) to the Site of the Project shall be CONTRACTOR'S responsibility.

2. SAFETY

- 2.1. Prior to commencement of the Project, the **Contractor shall prepare and submit a comprehensive written Safety Protocol and Procedure** covering all pipeline construction activities for **review and approval by the Owner**. These protocols shall address all phases of the work, including but not limited to site preparation, excavation, pipe laying, welding, testing, backfilling, and



commissioning.

- 2.2. The CONTRACTOR has an HSE department which shall supervise the HSE aspects of the Works and who shall be responsible to coordinate with OWNER's PROJECT MANAGER on all HSE aspects of the WORK.
- 2.3. The CONTRACTOR shall, at his own expense, supply his personnel and his SUBCONTRACTORS personnel with adequate protective personal clothing and other protective equipment which shall be maintained in good condition and shall be worn on all relevant occasions as indicated by notices, instructions and good practice for the purposes of safe performance of the WORKS.
- 2.4. 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.
- 2.5. The CONTRACTOR shall at his own expense provide adequate first aid equipment, fire extinguishers, and other safety equipment as specified in the CONTRACT and shall maintain this equipment in a professional manner as per the industry standards. In addition, the CONTRACTOR shall keep up-to-date records of all said equipment. Free access by all persons on Site to all fire extinguishing and safety equipment must be maintained at all times.
- 2.6. Camp Site
 - 2.6.1. CONTRACTOR'S residential camp and material storage area shall only be commissioned after HSE audit and approval by OWNER.
 - 2.6.2. Effective drainage should be installed around each structure.
 - 2.6.3. Fuel tanks should be labeled with the contents and capacity of the tanks.
 - 2.6.4. Camp Site should be fenced off.

3 QUALITY ASSURANCE AND QUALITY CONTROL

As a minimum requirement, the CONTRACTOR shall meet the Quality Assurance and Quality Control requirements laid down in the CONTRACT.

4 CO-ORDINATION AND INTERFACES

The CONTRACTOR has to make sure that all parties involved in the WORKS are properly coordinated, and that interfaces are dealt with in a prompt manner the CONTRACTOR shall accordingly initiate and implement appropriate procedures. Such Coordination and interfaces includes but are not limited to.

4.1 Co-ordination within CONTRACTOR'S organization

Co-ordination of the engineering office, with particular emphasis to interdisciplinary checks, circulation of drawings, various places for design, relation with the preparation of shop drawings.

4.2 Coordination for expediting and inspection offices, with particular emphasis to information of fabrication teams, on quality and delays.



4.3 Coordination Meetings

The OWNER will participate in regular meetings to verify the status of such co-ordination, and, in case of problems occurring due to failure/ fault of the Contractor instruct the CONTRACTOR to implement corrective measures on CONTRACTOR's account.

5 SECURITY

- 5.1 The Contractor shall be solely responsible for the security and safeguarding of its personnel, equipment, and any material provided by the Owner, as outlined in the Scope of Work. The Contractor shall exercise all reasonable and diligent efforts to ensure the protection and security of the Works and the Site at all times.
- 5.2 The Contractor shall provide round-the-clock (24/7) security coverage—including weekends and public holidays—at all locations where the Works are being executed, or where documentation, equipment, or other items related to the Works are stored or maintained. The Contractor's Project Manager shall coordinate closely with the Owner's Project Manager to ensure the adequacy and effectiveness of the security arrangements.
- 5.3 All dealings, coordination, and correspondence with local law enforcement or security agencies shall be conducted directly by the Contractor. The Contractor shall be solely responsible for obtaining any required permissions, ensuring compliance with local regulations, and managing all related matters without any obligation on the part of the Owner.

6 DOCUMENTS

- 6.1 Only approved documents shall be present/ used at Site.
- 6.2 The CONTRACTOR shall devise a strict revision control system for Project documentation.
- 6.3 All design document produced by CONTRACTOR as a part of the Project shall be the sole property of OWNER.
- 6.4 At the completion of the Works under the Contract, the CONTRACTOR shall furnish to the Engineer 4 copies and one reproducible of all drawings amended to conform to the Works **As-Built**. The price of such Drawings shall be deemed to be included in the Contract Price.

7 GENERAL WORK UNITS FOR FABRICATION, TRANSPORTATION, INSTALLATION, COMMISSIONING

Fabrication, transportation, installation and commissioning of the Project, Contractor's Equipment, Contractor's Material are the responsibility of the CONTRACTOR.

- 7.1 Welding and NDT Qualifications For Pipeline





HDD of 24" dia. & 12" dia. QPL at Bibi Nani.

This General Work Unit includes all activities associated with welding and NDT qualification for Pipeline work according to Specifications, including but not limited to:

- 7.1.1 Performance of Welding Procedure Qualification Tests (WPQT's), including Laboratory tests required for Welder Qualification.
- 7.1.2 Qualification of welders and welding equipment.
- 7.1.3 However hiring of NDT services and payment will be the sole responsibility of the OWNER.

7.2 Pipeline Works

This General Work Unit for Pipeline works shall include but shall not be limited to the following activities:

- 7.2.1 Preparation of Right of Way
- 7.2.2 Transportation of pipes from dump location, loading, unloading at Project Site, as per Scope of Work
- 7.2.3 Stringing
- 7.2.4 Reinstatement
- 7.2.5 Bending, cleaning, inspection of pipes and beveling
- 7.2.6 Welding
- 7.2.7 Weighting and Anchoring
- 7.2.8 Coating / Heat Shrinkable sleeves
- 7.2.9 Lowering in
- 7.2.10 Tie-in
- 7.3 Civil Work

This General Work Unit for all Civil Works shall include but shall not be limited to the following works:

- 7.3.1 All Pipeline excavation and backfilling of Pipelines
- 7.3.2 Anchor Blocks, Anti-buoyancy Weights, etc. as per Scope of Work.
- 7.3.3 Excavation, back filling and compaction as per Scope of Work

8 PRE-COMMISSIONING

- 8.1 Pre-commissioning activities include all operations such as, but not limited to, flushing and preparation for hydro testing of Pipeline.
- 8.2 Performance of repair work for defective systems and retesting as required by the OWNER.
- 8.3 Collection and completion of the pre-commissioning dossier of the complete systems including but not limited to:
 - 8.3.1 Inspection and test reports.
 - 8.3.2 Pre-calibration sheets.
 - 8.3.3 The pre-commissioning dossier shall also include all certificates to be issued by Certifying Authorities (If applicable and required).



9 COMMISSIONING (HYDROTESTING)

This General Work Unit covers commissioning (Hydro testing) of Pipeline by CONTRACTOR shall include but shall not be limited to the following activities.

- 9.1 The provision of all necessary personnel.
- 9.2 Repair of defective work and/or replacement of defective item(s) as required for commissioning of Pipeline.
- 9.3 Ensure that adequate means of communication (telephone, radio) are available for the commissioning work.
- 9.4 Supply all protective clothing which may be required for the Work hereunder.
- 9.5 Make a final clean up after WORK is completed and accepted by the OWNER. All remaining scrap, debris, waste, surplus materials, tools and equipment shall be removed from the job Site, except for the equipment required for maintenance, in accordance with the CONTRACT. All surplus materials shall be returned to the OWNER at mutually agreed area.

10 MATERIAL & ITS STORAGE FACILITY

- 10.1 Flammable materials such as paints, primers, volatile substances etc. shall be kept in separate storage having proper ventilation until the final use and both inside and outside of the storage all kind of preventive measures shall be taken against danger of a possible fire.
- 10.2 The material storage areas for oils and fuels at the CONTRACTOR'S camp and at the execution Site shall be lined with impervious membrane to prevent soil contamination.
- 10.3 The ends of the pipes shall be covered at all times to protect against elements and ensure cleanliness.
- 10.4 During storage the pipes shall be covered to prevent deterioration of the coating.
- 10.5 All storage areas shall be inspected by the OWNER'S PROJECT MANAGER.
- 10.6 On completion of all Work at the Site, the CONTRACTOR shall prepare a material reconciliation report in accordance with the requirement of the OWNER. The reconciliation report shall give an account of all equipment and materials consumed wastage and surplus / scrap which were issued to the Contractor except consumable items.
- 10.7 "OK over material" of the project is any material for which OWNER has paid and are left in excess or as scrap, such material shall be the sole property of OWNER and it
- 10.8 shall be handed over to the OWNER at mutually agreed dumps within the project Site, with proper documentation.

11 WELDING

11.1 General

The CONTRACTOR shall carry out all welding works strictly in accordance with ASME B31.8 (latest edition), API Standard 1104, ASME Section IX, and the approved Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR).

No welding shall commence until the WPS, PQR, and welder qualifications have been reviewed and approved in writing by the OWNER.

11.2 Approval of Welding Procedures

11.2.1 The CONTRACTOR shall prepare and submit detailed **Welding Procedure Specifications (WPSs)** and corresponding **Procedure Qualification Records (PQRs)** for each category of weld under the Contract, including mainline, tie-in, and station piping welds.

11.2.2 Each WPS shall specify all essential and supplementary essential variables, including base material, filler metal classification, joint design, welding process, preheat and interpass temperatures, heat input, number of passes, and post-weld heat treatment (if applicable).

11.2.3 No welding shall begin until written approval of the WPS and PQR has been obtained from the OWNER.

11.2.4 Any subsequent changes to approved parameters shall require requalification and re-approval prior to implementation.

11.3 Welder Qualification

11.3.1 All welders and welding operators shall be qualified in accordance with **API 1104**, as applicable.

11.3.2 Qualification tests shall be witnessed by the OWNER's Representative or by a third-party inspection agency approved by the OWNER.

11.3.3 Only qualified welders shall perform production welds, and qualification records shall be maintained at site for inspection.

11.3.4 Welders shall be requalified if they have not performed welding for six months or if performance is deemed unsatisfactory by the OWNER.

11.4 Welding Materials and Equipment

11.4.1 All welding consumables, filler metals, fluxes, and shielding gases shall conform to the approved WPS and relevant material standards.

11.4.2 Consumables shall be stored in clean, dry, controlled environments as per manufacturer recommendations to prevent contamination or moisture absorption.

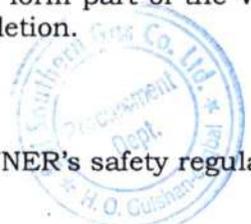
11.4.3 Damaged, expired, or non-conforming consumables shall be removed and replaced at the CONTRACTOR's cost.





HDD of 24" dia. & 12" dia. OPL at Bibi Nani.

- 1.4.4 Welding equipment shall be properly maintained and calibrated to ensure consistent performance.
- 11.5 Welding Operations
- 11.5.1 All weld joints shall be properly aligned and secured prior to welding, with fit-up and root gaps maintained within the limits of the approved WPS
- 11.5.2 Preheating and inter-pass temperature control shall be applied as specified in the WPS, verified using appropriate instruments.
- 11.5.3 Welding shall not be performed during rain, high winds, or other adverse weather unless adequate shelter and protection are provided.
- 11.5.4 Arc strikes outside the weld area and surface defects shall be removed by grinding or other approved means without reducing wall thickness below design minimums.
- 11.5.5 Each completed weld shall be cleaned and visually examined for surface defects before being presented for inspection.
- 11.6 Repair of Defective Welds
- 11.6.1 Any defective weld shall be repaired strictly in accordance with an approved Repair Welding Procedure.
- 11.6.2 If a weld is found defective after two repairs, the affected section shall be cut out and replaced at the CONTRACTOR's expense.
- 11.6.3 Grinding, gouging, or thermal removal of defects shall be carefully controlled to avoid loss of wall thickness below allowable limits.
- 11.7 Documentation and Records
- 11.7.1 The CONTRACTOR shall maintain a Welding Log for each weld, recording:
- (a) Weld number and location,
 - (b) Welder's name and qualification number,
 - (c) Date and time of welding,
 - (d) WPS identification, and
 - (e) Consumable batch number.
- 11.7.2 All welding-related documentation, including WPS, PQR, welder qualification certificates, and repair records, shall form part of the Welding Dossier to be submitted to the OWNER upon completion.
- 11.8 Safety Requirements
- 11.8.1 All welding shall comply with the OWNER's safety regulations and applicable international safety standards.
- 11.8.2 The CONTRACTOR shall ensure proper use of personal protective equipment (PPE), fire extinguishers, and ventilation in confined spaces.





HDD of 24" dia. & 12" dia. OPL at Bibi Nani.

- 11.8.3 Gas cylinders, hoses, and electrical cables shall be maintained in safe condition and used only by trained personnel.
- 11.8.4 The CONTRACTOR shall remain fully responsible for the safety of all personnel, materials, and property during welding operations.

12 NON DESTRUCTIVE TESTING (NDT)

- 12.1 The OWNER shall be responsible for hiring of services and payments to NDT firms for all Non Destructive Testing of Pipeline & piping works.
- 12.2 General Requirements for Radiographic Inspections shall be as follow
 - 12.2.1 Radiographic inspection shall be performed in accordance with standard API 1104 and ASME Code Section IX (latest Edition).
 - 12.2.2 All radiographs shall be submitted for examination and acceptance by the OWNER.
 - 12.2.3 Lineal Method to Determine Weld Reject Rate: The Lineal method is used to indicate weld reject rate by determining the length of weld repaired out of the total length of welds radio-graphed in one day. A Lineal method shall be the main way to determine weld reject rate.
 - 12.2.4 Radiograph of crack defect weld, cut out repair, shall be 100%.

13 HYDRO-TESTING

13.1 General

The CONTRACTOR shall perform hydrostatic testing of all pipeline sections, associated fittings, and appurtenances in full compliance with ASME B31.8 (latest edition), the OWNER's specifications, and the approved Hydro-testing Procedure.

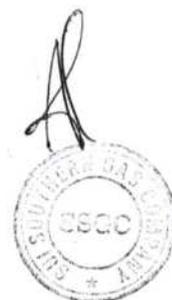
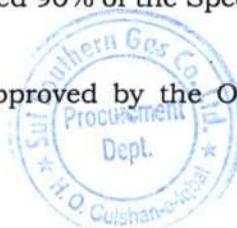
The purpose of hydro-testing is to verify the strength and leak-tightness of the pipeline prior to commissioning.

13.2 Test Pressure

- 13.2.1 The test pressure shall be determined based on the Class Location in accordance with ASME B31.8, Section 841.32, and shall not be less than:
 - 1.5 × Design Pressure
- 13.2.2 The hoop stress during testing shall not exceed 90% of the Specified Minimum Yield Strength (SMYS) of the pipe.
- 13.2.3 Test pressures for each section shall be approved by the OWNER prior to commencement.

13.3 Test Medium and Duration

- 13.3.1 The test medium shall be clean, non-corrosive water free of debris, oil, or contaminants.



HDD of 24" dia. & 12" dia. QPL at Bibi Nani.

13.3.2 Each test section shall be filled, pressurized gradually, and held for a minimum continuous period of twenty-four (24) hours to verify pressure stability and detect leaks.

13.3.3 Proper venting and filling shall be ensured to eliminate trapped air and prevent hydraulic shock.

13.4 Water source and Laboratory testing

13.4.1 Prior to hydro-testing, the CONTRACTOR shall identify proposed water source(s) and obtain approval from the OWNER.

13.4.2 Water samples shall be analyzed by a recognized laboratory for parameters including pH, EC, TDS, TSS, chlorides, sulphates, hardness, and oil/grease content.

13.4.3 A Water Laboratory Test Report shall be submitted to the OWNER before water use.

13.4.4 If water does not meet acceptance criteria, the CONTRACTOR shall provide an alternative source at no cost.

13.4.5 The CONTRACTOR shall calculate and document the total test water volume for each section, verified by the OWNER prior to filling.

13.5 Test Record and Acceptance

13.5.1 Pressure and temperature shall be continuously recorded using calibrated instruments

13.5.2 No leakage or unacceptable pressure drop shall be allowed during the 24-hour hold period.

13.5.3 Upon completion, the CONTRACTOR shall dewater, dry, and clean the tested section, and submit a Hydrotest Dossier including:

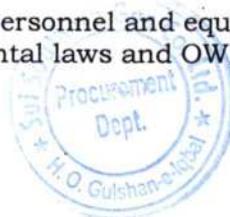
- (a) Water Lab Test Report,
- (b) Pressure/temperature charts,
- (c) Calibration certificates,
- (d) Volume calculations, and
- (e) OWNER's acceptance records.

13.6 Safety and Environment Compliance

13.6.1 All hydro-testing activities shall be conducted under approved safety procedures.

13.6.2 The CONTRACTOR shall be responsible for personnel and equipment safety.

13.6.3 Water disposal shall comply with environmental laws and OWNER's HSE guidelines.



14 Pipeline Pigging

14.1 General

The CONTRACTOR shall perform all pipeline cleaning and pigging operations in accordance with ASME B31.8, API RP 1110, and the approved Pipeline Cleaning and Pigging Procedure.

The objective is to ensure the internal bore is clean, unobstructed, and fit for hydro-testing and operation.

14.2 Sequence and Type of pigs

14.2.1 Pig types and sequence shall be approved by the OWNER. The minimum sequence shall include:

- (a) **Foam Pigs:** For initial cleaning and debris removal.
- (b) **Cup or Disc Pigs:** For tighter cleaning and sealing contact.
- (c) **Gauge Pig (Caliper Pig):** Equipped with a plate of at least 95% of the internal diameter to confirm unobstructed passage.
- (d) **Final Cleaning Pigs:** Repeated runs until pigs are clean and free from debris.

14.3 Pigging Operations

14.3.1 All valves, vents, and drains shall be checked for proper function.

14.3.2 Personnel shall follow approved venting and depressurization procedures.

14.4 Operational Parameters

14.4.1 Pig velocity shall be controlled between 0.5 m/s and 2.0 m/s.

14.4.2 If a pig stalls or excessive differential pressure develops, operations shall be stopped and corrective measures approved by the OWNER.

14.4.3 All pig runs shall be logged with pig type, operating pressures, and discharge condition.

14.5 Acceptance

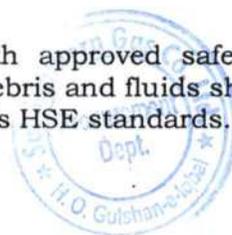
Pigging shall continue until the OWNER's Representative confirms that the discharged pigs are clean, dry, and free from debris. Written approval shall be obtained before proceeding to hydro-testing.

14.6 Safety and Environment Compliance

All pigging activities shall comply with approved safety procedures and environmental requirements. Expelled debris and fluids shall be collected and disposed of per regulations and OWNER's HSE standards.

15 CLEANING OF THE SITE

15.1 The CONTRACTOR shall, at all times during the execution of the WORKS, keep the SITE, the pipeline right-of-way, and all adjoining access areas in a clean,



HDD of 24" dia. & 12" dia. OPL at Bibi Nani.



safe and orderly condition, and shall promptly remove all un-useful, surplus or scrap materials, debris, temporary works, and waste to such designated disposal or storage locations as may be mutually agreed with the OWNER.

- 15.2 The CONTRACTOR shall ensure that the collection, handling, transportation and disposal of all surplus and scrap materials are carried out strictly in accordance with applicable environmental legislation, municipal regulations and the instructions of the OWNER. Burning, burying or indiscriminate dumping of waste at or near the SITE shall be strictly prohibited.
- 15.3 Upon completion of the WORKS and prior to issuance of the TAKE OVER CERTIFICATE, the CONTRACTOR shall clear and reinstate the SITE and the pipeline right-of-way to the satisfaction of the OWNER, including but not limited to the removal of all camps, equipment and temporary facilities, reinstatement of excavated and disturbed areas, and the repair of any damage caused to land, access roads, utilities or adjoining property.

16 DAMAGES AND PREVENTIONS

16.1 The CONTRACTOR shall ensure that no dirt, debris, water, or any foreign material enters the pipeline during handling, welding, or pulling operations associated with HDD works.

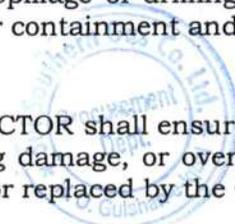
16.2 The CONTRACTOR shall be fully responsible for the protection of all existing underground and aboveground utilities, structures, cables, and facilities in the vicinity of the HDD works. Any damage caused due to CONTRACTOR's operations, negligence, or failure to exercise due care shall be repaired or replaced by the CONTRACTOR at his own cost, to the satisfaction of the OWNER.

16.3 Prior to commencement of drilling activities, the CONTRACTOR shall, at his own expense, verify by suitable means such as ground-penetrating radar (GPR), electronic detection devices, or trial pits, the exact position and depth of all existing pipelines, cables, conduits, and other buried installations along and near the proposed HDD alignment. The CONTRACTOR shall take all necessary precautions to avoid damage to these facilities and shall be liable for any damages and their rectification at his own cost.

16.4 The CONTRACTOR shall take extreme care to prevent any inadvertent returns ("frac-outs") or drilling fluid losses to the surface or into adjacent utilities, watercourses, or structures. In case of such occurrence, immediate containment, cleanup, and restoration shall be carried out at CONTRACTOR's cost as per approved Environmental and Safety Procedures.

16.5 The CONTRACTOR shall ensure that all drilling fluid is contained within the designated mud pits or recycling system. Spillage of drilling fluid, fuel, or lubricants shall be prevented by adopting proper containment and housekeeping measures.

16.6 During pullback operations, the CONTRACTOR shall ensure that the pipe is supported properly to avoid bending, coating damage, or overstressing. Any damage to the pipe or coating shall be repaired or replaced by the CONTRACTOR at no additional cost to the OWNER.



HDD of 24" dia. & 12" dia. OPL at Bibi Nani.



16.7 The CONTRACTOR shall ensure proper traffic management and protection of existing roads, railways, and public areas affected by HDD works. Adequate warning signs, barricades, and flagmen shall be provided as required by local authorities and the PROJECT MANAGER.

16.8 Access routes and working areas for HDD entry and exit pits shall be clearly demarcated and maintained in a safe and stable condition throughout the period of execution. Any temporary approach constructed by the CONTRACTOR shall be restored to its original condition after completion of works.

16.9 In the event of heavy rain, flooding, or excessive groundwater inflow at the entry or exit pit, the CONTRACTOR shall carry out dewatering, soil stabilization, and restoration at his own cost to ensure the safe and continuous progress of HDD operations.

16.10 The CONTRACTOR shall maintain as-built records of all verified underground utilities, bore path data, and drilling logs. These shall be submitted to the PROJECT MANAGER as part of the Project Dossier upon completion of HDD activities.

17 PROGRESS REPORTING

17.1 The CONTRACTOR shall submit to the OWNER a Daily Progress Report (DPR) and a Weekly Progress Report in the format mutually agreed with the OWNER. Such reports shall include, inter alia, actual progress versus planned progress, manpower deployment, equipment utilization, critical activities, safety statistics, encountered issues, and proposed corrective measures.

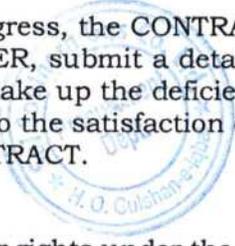
17.2 A progress review meeting shall be held at the OWNER'S Site every seven (07) days, or at such other intervals as the OWNER may reasonably require. The CONTRACTOR shall ensure attendance of competent and authorized personnel from its side and shall implement, at its own cost and responsibility, all corrective and preventive actions agreed in such meetings.

17.3 The CONTRACTOR shall, in addition to regular reports, submit a Monthly Progress Report summarizing cumulative progress, delays, mitigation measures, updated schedules, forecasts for the following month, and a risk register highlighting potential slippages and proposed remedies.

17.4 If the CONTRACTOR fails to meet the agreed progress rate, the OWNER shall be entitled to withhold ten percent (10%) of the invoiced amount until such time that the CONTRACTOR demonstrates recovery of progress to the OWNER'S satisfaction.

17.5 In the event of any lag in progress, the CONTRACTOR shall, within three (03) days of notice from the OWNER, submit a detailed Expedition/Recovery Plan demonstrating measures to make up the deficient progress. Failure to provide or to implement such a plan to the satisfaction of the OWNER shall constitute a material breach of the CONTRACT.

17.6 Without prejudice to any other rights under the CONTRACT, persistent failure by the CONTRACTOR to achieve the agreed progress milestones shall entitle the OWNER to enforce deductions, encash Performance Guarantee(s), or



proceed with Termination of the CONTRACT in accordance with the relevant provisions.

18 OTHER CONDITIONS

- 18.1 The Contractor shall take particular care to locate all buried installation, crossings as mentioned in plan profile drawings, en-route Pipeline in advance of grading and ditching.
- 18.2 In locations where the trench is cut across roads, paths, walkways, etc., the CONTRACTOR shall provide temporary bridges if necessary of adequate strength and properly constructed to allow the passage of normal traffic with a minimum of inconvenience and interruption.
- 18.3 Proper warning signs shall be placed and maintained while such crossings are open, if the crossings are open at night, the CONTRACTOR shall provide and use; warning lights or lanterns, all as required by the agency having jurisdiction and/or OWNER.
- 18.4 The CONTRACTOR shall provide necessary pumps, de-watering equipment, sheet piling, shorting well points, etc. as required preparing trench in marshy and high water table areas. CONTRACTOR shall ensure satisfactory disposal of water pumped through the ground.
- 18.5 Where gravel, rock, and/or other hard materials are in the bottom of the trench in non-traffic areas and where in OWNER'S opinion, such conditions will result in injury to the pipe coating, the CONTRACTOR shall pad the bottom of the trench with sand to a depth such as to give the pipe, in place, at least 150mm of clearance from the hard materials. Soft padding material will be provided by CONTRACTOR at their own cost. However OWNER will approve the quality of soft padding prior to use.
- 18.6 Any assembled section or part shall be carefully obtruded at each interruption of work, by night caps agreed upon by the OWNER, so as to prevent water, dirt, animals and any foreign substance from entering the pipe.
- 18.7 All Contractor's Personnel at Site shall be fully aware to comply with the provisions and be informed that equipment, tools or suits shall not be left in the pipe, for no reason.
- 18.8 If, upon removal of night caps, it appears that some foreign bodies have penetrated into the pipe, the contaminated portion shall be properly cleaned before proceeding with further assembling operation.
- 18.9 CONTRACTOR shall ensure compliance to all recommendations of Environmental Studies (i.e. IEE and EIA) in true spirit both at Site and in Camp during entire execution timeframe. However owner will furnish copies of IEE and EIA repors to contractor.

19 SUBMISSION OF PROJECT DOSSIER

The CONTRACTOR shall prepare and submit a comprehensive Project Dossier to the OWNER upon completion of the WORK. The Project Dossier shall include, but not be limited to, the following documents:

HDD of 24" dia. & 12" dia. OPL at Bibi Nani.



- a) Daily Progress Reports duly signed by the CONTRACTOR's Site Representative and verified by the Engineer In-Charge.
- b) All Quality Assurance and Quality Control (QA/QC) records and test reports, including inspection reports, weld maps, NDT reports, calibration certificates, coating inspection reports, hydrostatic test records, and any other relevant quality documentation in approved formats.
- c) As-Built Drawings of the entire pipeline system and associated works, reflecting all field changes and approved by the Engineer In-Charge.
- d) Material traceability records, certificates, and documentation confirming compliance with project specifications.
- e) Any other documents, photographs, and records required by the OWNER to verify compliance with the CONTRACT.

The Project Dossier shall be submitted both in hard copy and soft copy formats within thirty (30) days of completion of the WORK. Final payment shall be released only after submission and approval of the complete Project Dossier by the OWNER.



EVALUATION CRITERIA

SECTION - VIII



SECTION - VIII

EVALUATION CRITERIA FOR PIPELINE CONSTRUCTION SERVICES

➤ **MANDATORY REQUIREMENTS FOR ACCEPTANCE OF BID:**

S.NO	MANDATORY REQUIREMENTS	YES	NO
1.	Financial Health / Capability / Creditworthiness of the firm (Income Tax Return & Audited Accounts of at least the last 03 years) and NTN Registration certificates should be enclosed.		
2.	Valid PEC License in Category C-2 & field of specialization CE-08 (Oil and Gas pipeline) & CE10 (General Civil Engineering Works)		
3.	Undertaking on stamp paper of that the firm has not been black-listed by any Government Organization, State-Owned Corporation, Autonomous Body and/or International Financial Institution like the World Bank, Asian Development Bank etc.		
4.	The firm has an experience of Horizontal Directional Drilling of transmission gas pipeline for 12" Dia. and above pipeline.		
5.	Valid HSE & Quality Management Systems (ISO 9001, OHSAS 18001/45001 and ISO 14001) Certifications or Equivalent		
6.	Bid-Bond		
7.	If the firm come with Joint Venture / Association then must to confirm and mention that Lead partner and having the capability to execute the project. Copy of Joint Venture Agreement on judicial paper in case of joint venture / association between the parties as per PEC Bye-laws 1987. The foreign firm must also attach the Joint venture agreement(with original signed) along with bid as per PEC 1987 Bylaws if J/V with a Pakistani Constructor/Operator specifying Leading party role, Financial shares, Liabilities and responsibilities of each party.		



➤ GENERAL REQUIREMENT

S# No	Description	Max Point	Evaluation Criteria
	Financial Status Working Capital in last three (03) years as per audited accounts of the firm	20	
1.	Average annual turnover for last three year is more than PKR 500 Million		20
	Average annual turnover for last three year is less than PKR 500 Million and greater than PKR 250 Million		10
	Average annual turnover for last three year is less than PKR 250 Million		0
2.	Quality & Expertise of Key Professional Staff (Form-B1 of Application) Staff having relevant experience for the assignment	16	
	Project Manager (01 No.) Education: BE/ ME/ MSc – Mechanical/ Civil/ Industrial/ Chemical or any other Engineering Certifications: Valid PEC, PMP Experience: Atleast 10 Years in Pipeline Construction, Welding, Testing and Commissioning Works.	04	
a)	Having more than 10 years relevant pipeline construction, welding, testing and commissioning works experience of Oil & Gas sector and PMP certified.		04
	Having 10 years relevant pipeline construction, welding, testing and commissioning works experience of Oil & Gas sector, but not PMP certified.		02
	Having less than 10 years relevant pipeline construction, welding, testing and commissioning works experience of Oil & Gas sector.		0
	Project/Site Co-ordinator (01 No.) Education: BE – Mechanical/ Civil/ Industrial/ Chemical Experience: Atleast 10 Years in Pipeline Construction, Welding, Testing and Commissioning Works	03	
b)	Having more than 10 years relevant pipeline construction, welding, testing and commissioning works experience of Oil & Gas sector.		03
	Having 5-10 years relevant pipeline construction, welding, testing and commissioning works experience of Oil & Gas sector.		1.5
	Having less than 05 years relevant pipeline construction, welding, testing and commissioning works experience of Oil & Gas sector.		0
	Site Engineer (01 Nos.) Education: BE/ ME/ MSc – Mechanical/ Civil/ Industrial/ Chemical Certifications: Valid PEC Experience: 07 Years in Pipeline Construction, Welding, Testing and Commissioning Works	03	
c)	Having more than 07 years relevant pipeline construction, welding, testing and commissioning works experience of Oil & Gas sector.		03
	Having 04-07 years relevant pipeline construction, welding, testing and commissioning works experience of Oil & Gas sector.		1.5
	Having less than 04 years relevant pipeline construction, welding, testing and commissioning works experience of Oil & Gas sector.		0
	HSE Engineer (01 Nos.) Education: BE/ ME/ MSc – Mechanical/ Civil/ Industrial/ Chemical Certifications: Valid PEC, NEBOSH/IOSH Experience: 07 Years in Pipeline Construction, Welding, Testing and Commissioning Works	03	
d)	Having more than 07 years relevant pipeline construction, welding, testing and commissioning works experience of Oil & Gas sector, NEBOSH/IOSH certified		03
	Having 07 years relevant pipeline construction, welding, testing and commissioning works experience of Oil & Gas sector, but not NEBOSH/IOSH certified.		1.5
	Having less than 04 years relevant pipeline construction, welding, testing and commissioning works experience of Oil & Gas sector.		0
	QA/QC Engineer (01 Nos.) Education: BE/ ME/ MSc – Mechanical/ Civil/ Industrial/ Metallurgical Certifications: Valid PEC, CSWIP 3.1, ASNT NDT Level (II/III) (RT/UT) Experience: 07 Years in Pipeline Construction, Welding, Testing and Commissioning Works	03	
e)	Having more than 10 years relevant pipeline construction, welding, testing and commissioning works experience of Oil & Gas sector.		03
	Having 5-10 years relevant pipeline construction, welding, testing and commissioning works experience of Oil & Gas sector.		1.5



HDD of 24" dia. & 12" dia QPL at Bibi Nani.

	Having less than 05 years relevant pipeline construction, welding, testing and commissioning works experience of Oil & Gas sector.		0
	Past Performance (Form-B3 of Application) Relevant Experience related to Horizontal Directional Drilling of High Pressure Gas Pipeline Projects (12" dia or above) in the past ten (10) years (Completion Certificate Required)	40	
	05 Nos. project of 12" dia or above (8 marks each project)		40
3.	Note:.. Following details are required on form B-3 for pipeline construction projects undertaken in the past: a. Project Value b. Planned duration and cost c. Actual Performance- Duration and Cost d. Length of pipeline laid e. Resource (manpower and equipment) deployment		
4.	Construction Equipment & Machinery Following minimum equipment and machinery must be provided by the bidder along with third party fitness/ calibration certifications: i. HDD Rig Machine, pulling capacity 200 Tons & above (01 No.) ii. Wire line Guidance Tracking system /Digi track device (01 No.) iii. Mud Mixing unit along with Mud pump Recycling Unit (01 Set.) iv. Pipe Layer, 50 Tons (01 Nos.) v. Welding Plants (2 Nos.) vi. Dozer, D-7 & D-8 only (1 Nos.) vii. Backhoe Excavator (2 Nos.) viii. Rock Cutter/ Jack Hammer (01 Nos.) ix. Crane, 35-40 tons (01 Nos.) x. Low bed trailer (01 Nos.) xi. High bed trailer (01 Nos.) xii. Dump truck (01 Nos.) 01 marks for each machinery owned 0.5 marks for machinery rented The bidder has to provide undertaking that the aforementioned equipment will be made available at project site within the mobilization period. For leased equipment owned, the bidder must provide evidence of availability at least in the country of its origin. The bidder will provide an agreement from equipment owner that the equipment will be available within mobilization period (Owner will have right to verify) The bidder should submit third party fitness certification conducted by globally recognized firms i.e. Lloyd's Register / Bureau Vitas / SGS / TUV.	14	
5.	Project Implementation Plan with Methodology and Schedule	05	
	Project Implementation Plan & Methodology	2.5	
a.	Provide comprehensive implementation plan and methodology of all activities		2.5
	Provide partial implementation plan and methodology of all activities		1.0
	Implementation plan and methodology of all activities not provided		0
	Project Execution Schedule	2.5	
	Provided Level 4 Project Execution Schedule		2.5
b.	Provided Level 3 Project Execution Schedule		2
	Provided Level 2 Project Execution Schedule		1
	Project Execution Schedule not provided		0
6.	QA/QC system and HSE Policy	05	
	QA/QC Management System (i.e. Project Quality Plan, QIP, Method Statements, QA/Qc Forms)	2.5	
a.	Complete details of QA/QC Management System is provided		2.5
	Partial details of QA/QC Management System is provided		1
	No details of QA/QC Management System is provided		0
b.	HSE Policy Document (including HSE Protocol, Emergency plan, HSE Plan/Risk Assessment etc.)	2.5	



HDD of 24" dia. & 12" dia QPL at Bibi Nani.

Complete details of HSE policy is provided		2.5
Partial details of HSE policy is provided		1
No details of HSE policy is provided		0

Notes

- Minimum Qualifying Score (Responsiveness) - 70%
- The bidding shall be as per Single Stage Two Envelope Procedure. Each bid shall comprise of two separate envelope, one containing financial proposal and other containing technical proposal. All bids received shall be opened and evaluated in the manner prescribed in the bidding documents and as per criteria above.
- Minimum 50% required in Financial Status and Relevant Experience category and minimum 70% required in HSE evaluation for responsiveness.
- Contractor must submit Valid PEC License for execution of works in respective field of specializations. If applied for renewal/up-gradation of License, bidder(s) must provide last year PEC valid License with PEC receipt of renewal. Renewed/upgraded PEC License shall be provided before completion of work. (Contractor to furnish undertaking/affidavit to provide renewed PEC License if expired before completion of work).
- Failure to submit mandatory requirements shall lead to disqualification from participation in subject tender.



ANNEXURE (A TO D)

SECTION - IX



Annexure A – Project Schedule



Annexure B – Contractor’s Project Organizational Chart



Annexure C – List of Nominated Sub-contractors



Annexure D – List of Equipment / Resource Mobilization Plan



SECTION - XI

COMPLIANCE SHEET

 Tender Enquiry No. SSGC / SC / _____
 Name of Bidder: _____

Bid Opening Date _____

Sr. #	Essential / Mandatory Requirement	Clause by Clause Commentary by Bidder in detail
1.	Financial health/capability/creditworthiness of the firm (Audited Accounts of at least for last three (03) years.	
2.	Undertaking that the firm has not been black-listed by any Government Organization, State-owned Corporation, Autonomous Body and/or International Financial Institution like the World Bank, Asian Development Bank, etc.	
3.	Joint Venture Agreement in case of joint-ventures with confirmation that the lead partner has the competency to execute the project.	
4.	Bid Bond for all private and public limited companies.	
5.	Registration with Pakistan Engineering Council for Category with C-2 Mandatory for all Local and foreign firms (Contractor / Bidders) as per PEC Bye Laws 1987.	
6.	Methodology	
7.	CV and other detail of Project Manager (Office).	
8.	CV and other detail of Project Manager (Site)	
9.	CV and other detail of Project Coordinator (Office)	
10.	CV and other detail of Project Scheduler (Office)	
11.	CV and other detail of Project Engineers. Bidder Should Specify the Qty.	
12.	CVs and other details of Pipeline Construction Engineers. Bidder Should Specify the Qty.	
13.	CVs and other details of Surveyors. Bidder Should Specify the Qty.	
14.	CVs and other details of HSE Engineer (Site) 01 or more	

HDD of 24" dia. & 12" dia QPL at Bibi Nani.

15	CVs and other details of QA / QC Engineer (Site) 02 or more	
16	List of Welders	
17	Project Schedule	
18	HDD Machine with all accessories	
19	Pipe-layers (30 tons or more). Bidder Should Specify the Qty.	
20	Welding plants. Bidder Should Specify the Qty.	
21	Backhoe Excavator. Bidder Should Specify the Qty.	
22	Crane (35 - 40 tons). Bidder Should Specify the Qty.	
23	Tractor & Water Tanker Bidder Should Specify the Qty.	
24	Low Bed Trailers. Bidder Should Specify the Qty.	
25	High Bed Trailers. Bidder Should Specify the Qty.	
26	12" dia Internal & External Line up Clamps. Bidder Should Specify the Qty.	
27	Relevant experience of similar type / nature of projects of pipeline construction in past Ten (10) years. Bidder Should attach the separate list of projects along with documentary evidence (Completion Certificates) as per form B - III.	
28	Valid ISO 14001, OSAS 18001 and ISO 9001 Certificates or equivalent.	
29	Completion Period Four (04) Months	
30	Maintenance Period Twelve (12) months	
31	Security and safety of all contractor personnel, equipment & material which will be handed over to contractor at site / camp is contractor's responsibility during construction & maintenance period.	



**QUALIFICATION & EXPERTISE OF KEY PROFESSIONAL STAFF
PROPOSED FOR THE ASSIGNMENT**

1. Name:
2. Profession/Expertise:
3. Qualification/ No. of Years of Experience:
4. Date of birth:
5. Nationality:
6. Years with the firm:
7. Degree of proficiency:
8. Experience:
9. Membership of professional societies:
10. Academic Qualification:
11. Other trainings:

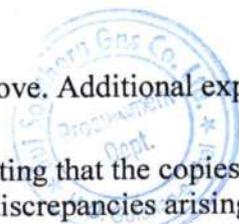
I, the undersigned, certify that, to the best of my knowledge and belief, these bio-data correctly describes myself, my qualifications and my experience

Signature: _____

Dated: _____

Note:

1. Please fill one form for each expert as above. Additional experience information may be attached with the form.
2. An affidavit on stamp paper of Rs. 20 stating that the copies of certificates attached of key staff are genuine and will be responsible for any discrepancies arising later on.
3. Declaration that the firm has never been listed and not involved in litigation / arbitration with any client.



INFORMATION FORM

1. Name of Contractor [Lead partner, if association]

- Address
- Telephone No (s)
- Fax number
- E-mail

2. Description of firm (Ownership / Organization)

Attach copy of certificate of registration

3. Experience (Number of Years)

- Local/ National
- International

4. Name (s) and Address (es) of Associates; If a JV, their short description and description of their role in the JV / Association.

5. Experience of the firm (on appended B-3 form) during the past five (5) years.

6. Organization chart showing contractor's structure.

7. Professional staff proposed for the assignment on Form B-1

8. Additional information

Yours truly,

Name of Authorized Representative:

Position:

Date :



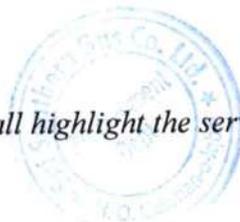
Assignment Completed by the Firm in the Last Five Years
[Along with Documentary Evidence & Details]

[NAME OF THE FIRM]

1. Name of Assignment :
2. Country :
3. Name of Client :
4. Address of Client :
5. Start Date : Month/Year
6. Completion Date : Month/Year
7. No. of staff / professionals provided :
8. Total Nos. of staff months :
9. Approx; Value of Services/ Assignments :
10. Name of other Firms (Partner if any) :
11. No. of staff / staff months provided by the partner(s) :
12. Description of project :
13. Description of Services provided by the firm :

Note:

- i) One form for each assignment.
- ii) Description of services (Sr. no.13) shall highlight the services rendered by the firm,
- iii) Any additional information





HDD of 24" dia. & 12" dia QPL at Bibi Nani.

Form B-4

Form of No Claim Certificate

(To be submitted by the Contractor on its official letterhead)

Date: _____

Ref No.: _____

To:
General Manager (Projects)
Sui Southern Gas Company Limited (SSGCL)
SSGC House, Sir Shah Suleman Road,
Gulshan-e-Iqbal, Karachi - 75300

Subject: No Claim Certificate

Contract Title: _____

Contract No.: _____

Project: _____

Dear Sir,

We, [Contractor's full legal name], hereby acknowledge that we have completed all Works in accordance with the terms and conditions of the above-referenced Contract, and that the final payment, including retention money, represents full and final settlement of all our dues, claims, and entitlements under or in connection with the said Contract.

We further confirm and declare that, upon receipt of the said final payment:

1. We shall have no further claim, demand, or cause of action of any nature whatsoever against Sui Southern Gas Company Limited (SSGCL), whether arising from the execution, performance, or termination of the Contract, or otherwise.
2. We release and discharge SSGCL from all liabilities, obligations, and responsibilities of any kind, save and except those expressly stated in the Contract as surviving after completion (such as warranty, defect liability, and performance guarantee obligations).
3. We confirm that all subcontractors, suppliers, employees, and third parties engaged by us in connection with the Contract have been fully paid and settled, and no outstanding dues or claims exist in relation thereto.

This certificate is executed voluntarily, in good faith, and in consideration of the release of the final payment by SSGCL.

For and on behalf of
[Contractor's Full Legal Name]

Signature: _____

Name: _____

Designation: _____

Official Seal / Stamp: _____

Date: _____





HDD of 24" dia. & 12" dia OPL at Bibi Nani.

Witnesses:

1. _____ (Name, CNIC, Signature)
2. _____ (Name, CNIC, Signature)

Notes:
- This certificate must be submitted prior to release of final payment as required under Clause 74 - No Claim Certificate of the Conditions of Contract.
- The certificate must be typed on the Contractor's official letterhead, duly signed and stamped by the authorized representative.



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

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

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



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



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

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

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

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

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

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

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

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

a) The bidder have withdrawn or modified their bid during the period of bid validity as specified in the tender terms.

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

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

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

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

b) Evaluation for each LOT will be carried out separately. Each LOT will be awarded separately.

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

32. Redressal of Grievances And Settlement of Disputes:

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

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

- India
- Israel

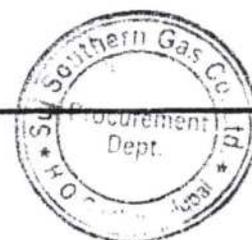


34. In Open Competitive Bidding Procedure where the quoted price is less than Rs. 500,000/- the Bid Bond will be retained in lieu of PBG.
35. In case the Bid Bond is not required, the bidder must submit the Form of Bid-Securing Declaration attached with the Tender Document else the Bid will be liable 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. Definitions and Interpretation:**

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



- u) **Specification(s)** means the standard codes of practice and other specifications issued with the Tender and any notification such as specifications approved in writing by the Company and other specifications as may from time to time be furnished or approved in writing by the Company.
 - v) **Month** means calendar month of the Christian era.
 - w) **Time Schedule** is a graphical illustration of the time span of various Work activities defining starting and completion dates.
 - x) **Bonds** mean Bid Bond, Performance Bond or Bank Guarantee and other instruments of security furnished by the Bidder of his surety in accordance with the Tender/Contract.
 - y) **Completion Date** means the date on which the Work has been completed in accordance with the Contract so that it can be utilized for intended purpose.
 - z) **Day** means a day of 24 hours mid night to mid night.
 - aa) **Completion Period** means the time allowed for the execution of the Work.
- 1.2 Words importing the singular only also include the plural and vice-versa where the Contract so requires.
 - 1.3 The marginal headings or notes in these Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.
 - 1.4 If there is any conflict between the Special Conditions and the General Conditions, the Special Conditions shall modify, supplement and supersede the General Conditions.

2. **Examination:**

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

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

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

4. **Additions, Deletions:**

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

5. **Schedule of Requirement:**

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

6. **Rate:**

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

7. **Escalation:**

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

8. **Validity:**

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

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

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

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

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

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

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

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

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

10. Performance Bond:

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

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

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

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

11. Retention Money:

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

12. Completion Period:

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

13. Signing / Execution of Contract / Agreement:

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

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



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

14. **Award / Evaluation Criteria:**

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

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

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

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

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

16. **Change in Orders:**

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

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

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

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

17. **Assignment:**

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

18. **Termination of Contract:**

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

(i) **Termination for Default:**

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

- (a) If the Contractor / Consultant fails to complete the contracted Works / Services within the time period(s) specified in the Contract or any extension thereof granted by the Company.
- (b) If the Contractor / Consultant fails to perform any other obligation(s) under the Contract.
- (c) If the Company during the completion period of the Contract has reason to believe that the Contractor / Consultant will not be able to fulfill the obligations under the Contract.

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

(ii) **Termination for Insolvency:**

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



(iii) **Termination for Convenience:**

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

19. Liquidated Damages:

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

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

20. Force Majeure:

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

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

21. Safety of Employees and Works:

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

22. Insurance:

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

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



Insurance will be required where ever applicable:**Company's Address:**

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

Contractor / Consultant's Address:

23. Dispute Resolution:

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

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

24. Income Tax and Duties:

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

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

25. Payments:

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

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

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

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

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

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

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



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

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

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

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

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

27. **GOP's Obligation:**

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

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

28. **Late Bid:**

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

29. **Rebate / Discount:**

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

30. **Joint Ventures:**

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

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

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



FINANCIAL

PROPOSAL



SECTION - VII

Tender Form

Note: This section (03 Pages) forms a part of the tender. Bidders are required to fill in the blank spaces sign and stamp on this tender form.

Sui Southern Gas Company Limited,
SSGC House
Sir Shah Suleman Road,
Gulshan-e-Iqbal,
Karachi-75300

**HORIZONTAL DIRECTIONAL DRILLING (HDD) OF 24" DIA & 12" DIA QUETTA
PIPELINES AT BIBI NANI**

Tender Enquiry No. P&D/CONS/ /SC/ /2025

Dear Sirs,

1. Having examined the Site, Drawings, Conditions of Contract, Specifications, Scope of Work, Section-III and Bill of Quantities for the subject work, I/We, the undersigned offer to undertake, complete and maintain the whole of the said Work in conformity with the said Drawings, Conditions of Contract, Specifications and Bill of Quantities at the unit rates given, in accordance with the said conditions.
2. I/We undertake, if my/our tender is accepted, to commence the Work within specified time after receipt of the letter of intent/letter to proceed/signing of contract, and to complete and deliver the whole of the Work contained in the contract within the period specified in the tender document.
3. I/We agree to abide by this tender for the period of **(120) days** from the date fixed for opening the same and it shall remain binding upon me/us and may be accepted at any time before the expiration of this period.
4. I/We agree to execute the Work in a manner satisfactory to the Company whose decision shall be final and without appeal on all methods, specifications, and quality of materials, equipment and workmanship.
5. I/We agree to supervise and furnish adequate engineering and supervisory staff, labour force, tools, plants, machinery and finances to perform the Work in time as specified in the agreed Time Schedule to ensure that all works will be done in accordance with accepted international engineering standards.
6. Unless and until a formal agreement is prepared and executed, this tender together with the Company's written acceptance shall constitute a binding contract between the Company and the Surveyor.
7. I/We understand that the Company is not bound to accept the lowest or any tender received without assigning any reasons.
8. For ease of reference certain information and special stipulations applicable to the contract within the subject of the tender are set forth herewith:



HDD of 24" dia. & 12" dia. QPL at Bibi Nani



- a. Name of the Company : **Sui Southern Gas Company Limited**
- b. Name of Work : Horizontal Directional Drilling (HDD) of 24" dia & 12" dia Quetta Pipelines at Bibi Nani
- c. Amount of Bid : Rs. _____
in words Rupees _____
- d. Retention Money : Deduction at the rate of **Five (5%) percent** from the progress and final payments.
- e. Date of Award of Work : Date of acknowledgement of Letter of Intent (LOI) by the Bidder.
- f. Mobilization Period : Three (02) weeks from the date of issuance of Notice to Proceed.
- g. Performance Bank Guarantee : **Five percent (5%)** of the total contract value
- h. Completion Period : Four (04) month as per Article 5 (Contract Commencement and Completion Date of Section - X of Contract Agreement
- i. Mode of Payment : As payment schedule and milestone payment
- j. Maintenance Period : Twelve (12) months from the date of completion.
- k. Liquidated Damages : Two percent (2%) of contract value for each week of delay subject to maximum of 10% of the total Contract Value.
- l. Bid Bond : Two percent (2%) of the total contract value



HDD of 24" dia. & 12" dia. OPL at Bibi Nani



Name of bidder or authorised representative _____
(In Block Letters)

Dated this _____ day of _____ 2025.

Signature : _____
in the capacity of _____ duly authorized to sign the tender

For and on behalf of _____
(Name of the Company with seal/stamp)

Witness

Signature : _____
Name : _____
Address : _____





BILL OF QUANTITIES

SECTION - V//



SECTION - VII

BILL OF QUANTITIES

No.	Description of Work	Unit	Quantity	Amount (PKR)
1	Complete Geotechnical Investigation, including drilling, sampling, laboratory testing, and submission of report	Job	1	
2	Detailed Design and Engineering of 12" and 24" dia HDD Crossings, including drawings, stress calculations, and methodology	Job	1	
3	Execution of HDD Works for 12" dia Pipeline, including pilot hole, reaming, pullback, testing, and reinstatement	Job	1	
4	Execution of HDD Works for 24" dia Pipeline, including pilot hole, reaming, pullback, testing, and reinstatement	Job	1	
5	Site Restoration, Waste Disposal, and Demobilization	Job	1	
6	Submission of Final Documentation, As-Built Drawings, and Completion Report	Job	1	

The Contractor shall execute the complete scope of work on a **turnkey basis**, including design, engineering, procurement, construction, testing, and commissioning of the pipeline system. The quoted lump-sum price shall be inclusive of all costs required for the successful completion and commissioning of the project.

Total Lump-Sum Contract Price (PKR): _____

IN WORDS: PKR _____

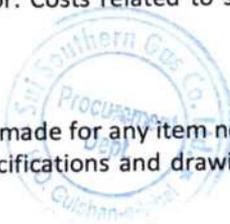
NOTE:

(A) Security Cost Inclusion:

All security arrangements, personnel deployment, and coordination with local authorities shall be the responsibility of the Contractor. Costs related to security shall be deemed included in the quoted lump-sum price.

(B) Exclusivity of Scope:

No separate payment shall be made for any item not listed in the BOQ but required to complete the works in accordance with specifications and drawings. Such costs shall be deemed included in the quoted lump-sum amount.



(C) Payment Basis:

Payment shall be made on a milestone basis linked with completion of key deliverables (Geotechnical Report, Design Approval, HDD Completion, Testing, Final Documentation).

(D) Taxation and Duties:

All applicable taxes, duties, levies, insurance, and incidental charges shall be deemed included in the quoted price.

Note All Above quoted rates are inclusive of the followings:

- i. SSGC will provide 12" dia, wall thickness 0.281", API 5L X70 PSL-2 line pipe with 3-Layer Polyethylene (3LPE) external coating for the HDD crossing.
- ii. The CONTRACTOR shall be responsible for the receiving, loading, transportation, unloading, and safe handling of all pipes, bends, and allied materials from Sibi Headquarters / Khadeji Stores to the designated HDD site, in accordance with specifications and the instructions of the Engineer Incharge.
- iii. Preparation of the HDD entry and exit pits, including site clearing, grading, shoring, and stabilization, shall be carried out by the CONTRACTOR at his own cost. The work area must be properly barricaded and provided with warning signage for public safety.
- iv. The CONTRACTOR shall conduct a detailed topographical and geotechnical survey (including borehole sampling and soil resistivity testing) along the HDD alignment prior to commencement. The results shall be submitted for approval to the Engineer Incharge.
- v. The CONTRACTOR shall mobilize suitable HDD drilling rigs and all associated auxiliary equipment such as mud recycling systems, pumps, reamers, swivels, drill rods, and pulling heads in good working condition and certified fit for operation.
- vi. Stringing of pipeline along the HDD alignment shall be carried out in a safe and controlled manner, ensuring proper support and protection of the coating. The CONTRACTOR shall maintain adequate spacing and alignment for smooth pullback operation.
- vii. All bends, fittings, and cold bends (if required) shall be fabricated and installed strictly as per the approved IFC drawings and instructions of the Engineer Incharge.
- viii. The CONTRACTOR shall ensure all existing utilities, cables, pipelines, and structures are identified and marked before commencement of drilling. This shall be verified using approved locating instruments such as Ground Penetrating Radar (GPR), electromagnetic locators, or metal detectors.
- ix. All tools and equipment including GPS, Total Station, line locator, ultrasonic thickness gauge, coating holiday detector, and all necessary instruments required for alignment control, chainage marking, and as-built survey shall be arranged by the CONTRACTOR.
- x. All drilling mud and additives shall be environmentally approved and conform to the relevant standards. Drilling fluid shall be contained in a closed recycling system with adequate capacity to prevent spillage or contamination.

xi. The CONTRACTOR shall ensure the HDD bore path is continuously monitored and recorded (tracking and steering log). These records shall be included in the final project dossier.

xii. The CONTRACTOR shall prevent any "frac-out" or inadvertent return of drilling fluid to the surface, watercourse, or nearby utility zones. In case of any occurrence, immediate containment, recovery, and cleanup operations shall be carried out at CONTRACTOR's expense.

xiii. Holiday testing of coating, repair of any coating damages, and application of field joint coating shall be the responsibility of the CONTRACTOR using approved materials and procedures.

xiv. The CONTRACTOR shall be responsible for dewatering, drainage control, and pumping operations in the entry/exit pits or any waterlogged areas to maintain dry and stable working conditions.

xv. All consumables, machinery, manpower, HSD, and POL required for completion of the work shall be the responsibility of the CONTRACTOR. Welding electrodes and heat-shrink sleeves shall be provided by SSGC; however, all other consumables (grinding discs, gases, brushes, etc.) shall be arranged by the CONTRACTOR.

xvi. The CONTRACTOR shall submit and obtain approval of the following documents prior to commencement of works:

a. Welding Procedure Specification (WPS), Procedure Qualification Record (PQR), and Welder Qualification Test (WQT).

b. Inspection and Test Plan (ITP), Project Quality Plan (PQP), and all QA/QC procedures related to HDD works.

c. Health, Safety, Environment and Quality (HSEQ) Plan, Job Hazard Analysis (JHA), and Emergency Response Plan.

xvii. The welders qualified for this project shall not be changed during execution without prior approval of SSGC. No welding activity shall commence before successful qualification of welders.

xviii. All Non-Destructive Testing (NDT) and third-party inspections (Radiography / PAUT / DFT) shall be arranged and conducted by SSGC as per applicable codes and standards. The CONTRACTOR shall provide full access, coordination, and facilities for inspection.

xix. The CONTRACTOR shall deploy qualified QA/QC and HSE representatives at site to ensure strict compliance with approved procedures, codes, and standards throughout the execution period.

xx. Neoprene sheets shall be placed between the new and existing pipelines wherever the new HDD section passes in close proximity to existing installations. In case the existing pipeline is CP-protected, a bond box shall be provided in accordance with NACE standards.

xxi. Upon completion of the HDD pullback operation, the CONTRACTOR shall remove all temporary works, restore the work area to its original condition, and shift any leftover materials to the designated SSGC store.

xxii. The CONTRACTOR shall submit Inspection Requests (IRs) to SSGC QA/QC personnel before commencement of each activity for verification and clearance.

xxiii. SSGC reserves the right to increase or decrease the quantum of work. The CONTRACTOR shall execute additional or reduced quantities of the BOQ line items at the quoted rates after prior written approval of the Engineer Incharge. Payment shall be made based on actual work done.

xxiv. The CONTRACTOR must visit the site prior to bid submission and acquaint himself with local conditions, access routes, utility crossings, and geotechnical aspects. Any lack of knowledge or misinterpretation shall not constitute grounds for claim.

xxv. Upon completion, the CONTRACTOR shall submit a comprehensive Project Dossier including:

- a. As-built drawings (plan and profile).
- b. Bore logs, drilling data, and steering records.
- c. Coating repair and holiday test records.
- d. Welding, NDT, and hydrotesting records.
- e. HSE reports and permits.



SUMMARY OF BILL OF QUANTITIES

No.	Description of Work	Unit	Quantity	Amount (PKR)
1	Complete Geotechnical Investigation, including drilling, sampling, laboratory testing, and submission of report	Job	1	
2	Detailed Design and Engineering of 12" and 24" dia HDD Crossings, including drawings, stress calculations, and methodology	Job	1	
3	Execution of HDD Works for 12" dia Pipeline, including pilot hole, reaming, pullback, testing, and reinstatement	Job	1	
4	Execution of HDD Works for 24" dia Pipeline, including pilot hole, reaming, pullback, testing, and reinstatement	Job	1	
5	Site Restoration, Waste Disposal, and Demobilization	Job	1	
6	Submission of Final Documentation, As-Built Drawings, and Completion Report	Job	1	

Total Lump-Sum Contract Price (PKR): _____

IN WORDS: PKR _____

Note: The Contractor shall execute the complete scope of work on a **turnkey basis**, including design, engineering, procurement, construction, testing, and commissioning of the pipeline system. The quoted lump-sum price shall be inclusive of all costs required for the successful completion and commissioning of the project.

The Quoted cost is inclusive of all Tax's, duties, levies except Provincial Sales Tax.



PAYMENT MODE / MILE STONE PAYMENT

100% of the contract value shall be paid progressively based on completion of the following key milestones, verified by SSGC Engineer In-Charge:

Stage	Milestone	Payment %
1	a) Completion and approval of Geotechnical Investigation Report b) Submission and approval of detailed HDD Design and Methodology	01%
2	a) Completion of 12" dia HDD Crossing including hydrotesting b) Completion of 24" dia HDD Crossing including hydrotesting	74%
3	Site Restoration and submission of Final Completion Report	25%

NOTE: All work should be carried out as per submitted and approved Activity Plan.

- i) All the payment will be made based on actual quantity to be carrying out by contractor in each activity as per BOQ / cost breakup submitted above. Invoice shall be submitted with third parties QA/QC verified reports and witnessed by SSGC's representative/Engineer at site.
- ii) Payment will be made 100% after successful completion of milestone in all respect along with Tie-in with existing pipeline.
- iii) **Project Completion Schedule:** 120 Days after issuance of Letter to Proceed.
- iv) All penalties (in terms of money) shall be applicable if any, as decided by SSGC team during the project execution against depreciation / quality of work by contractor; will be deducted from respective invoice as mentioned in section XII HSEQA Plan.
- v) All other terms should be applied as per tender terms and conditions as mentioned in each section of the tender document.



TENDER ENQUIRY NO. SSGC/SC/14105

SECTION-VII

SCHEDULE OF REQUIREMENT
 AND
 BID FORM

Sr. NO.	DESCRIPTION OF ITEMS / PART NOS. (1)	QUNATITY (3)	UOM (4)	TOTAL AMOUNT
1	<u>HIRING OF SERVICES</u> [1] SC192704 HORIZONTAL DIRECTIONAL DRILLING(HDD) OF 24" DIA. & 12" DIA. QUETTA PIPELINES AT BIBI NANI (AS PER BOQ) <u>Delivery Schedule:</u>	1.00	Job	

Fix Bid Bond Amount in PKR: 1,500,000

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.
- (v) Any Bidder who change/amend the BOQ or Price Schedule (description, quantity, uom etc.) will be render the bid as conditional bid and will be liable for rejection.

SIGNAUTRE OF BIDDER: _____
 NAME.....: _____
 NAME OF BIDDER....: _____
 STAMP.....: _____
 DATE.....: _____



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

BID BOND FORMAT

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

Tender Enquiry No SSGC / SC /

Dear Sirs,

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

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

Yours faithfully,

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



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

PERFORMANCE BOND FORMAT

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

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

Tender Enquiry No SSGC / SC /

Dear Sirs,

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

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



DECLARATION FORM

(FORMAT OF DECLARATION)

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

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

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

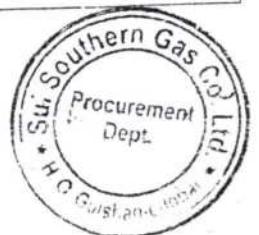
[The Seller/Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest,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

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

SIGNATURE & STAMP

NOTE

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



CONTRACT FORM

Contract No. SSGC/SC/

ARTICLES OF AGREEMENT

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

WITNESSETH:

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

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

Article-1 Work and Cost of the Work:

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

Article-2 - Time:

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

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

Article-3 - Contract Documents:

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

- a) The Article of Agreement.



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

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

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

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

Signed for and on behalf of
M/s. _____ Karachi

Signature : _____

Signature : _____

Name : _____

Name : _____

In the presence of :

Signature : _____

Signature : _____

Name : _____

Name : _____

Signature : _____

Name : _____



Supplier code: _____

FORM-X

Bank account details form for all Beneficiaries

(Mandatory requirement for Digital Online Banking)

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

Name of Firm: _____

Address of Firm: _____

CNIC #: _____

NTN #: _____

Bank Name: _____

Bank A/C Title name: _____

Branch code: _____

Bank A/c #: _____

(16 Digits)

Bank IBAN #: _____

(24 Digits)

Information already submitted.

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



Authorized Sign & Stamp

Date: _____

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

ANNEXURE: I

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts.

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

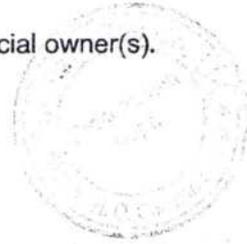
1	2	3	4	5	6	7	8	9	10
Name	Legal form (Company/Limited Liability Partnership /Association of Persons/Single Member Company/Partnership Firm/Trusted/Any other Individual, Body Corporate (to be Specified)	Date of Incorporation / Registration	Name of Registering Authority	Business Address	Country	Email Address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

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

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

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

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



Form of Bid-Securing Declaration

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

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

No.: [number of Bidding process]

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

To: [complete name of Procuring Agency]

We, the undersigned, declare that

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

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

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

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

Name of the Bidder: _____

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

Title of the person signing the Bid: _____

Signature of the person named above: _____

Date signed: _____ day of _____

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

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

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



SUI SOUTHERN GAS COMPANY LIMITED
PROCUREMENT DEPARTMENT

BLACKLISTING MECHANISM
(REVISION-1)

1 BACKGROUND

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

2 SCOPE

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

3 DEFINITION OF TERMS

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

Page 1 of 10
Dated : 12th October 2020
Revision-1 : Dt: 3 Sept 2024



4. REASONS FOR BLACKLISTING

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

- 4.1.1 "Corrupt Practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- 4.1.2 "Fraudulent Practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- 4.1.3 "Collusive Practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish bid price at artificial, non-competitive levels, and
- 4.1.4 "Coercive Practice" means harming or threatening to harm, directly or indirectly, Person(s) / Firm(s) or their property to influence their participation in the procurement process or affect the execution of a contract.

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

4.2.1 Competitive Bidding Stage

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

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

Page 2 of 10

Dated : 12th October 2020

Revision-1 : Dt: 3 Sept 2024



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

4.2.2 Purchase Order / Contract Implementation Stage

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

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

Page 3 of 10
Dated : 12th October 2020
Revision-1 : Dt: 3 Sept 2024



- 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) 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

Page 4 of 10
Dated : 12th October 2020
Revision-1 : Dt: 3 Sept 2024



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

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

6. SUSPENSION AND BLACKLISTING PROCEDURE

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

Page 5 of 10
Dated : 12th October 2020
Revision-1 : Dt: 3 Sept 2024



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

7. STATUS OF BLACKLISTED FIRM/INDIVIDUAL

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

8. DELISTING

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

9. AMENDMENTS

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

10. EFFECTIVITY

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

11. The Steps to be Followed are As Under

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

1. PRE-AWARD STAGE:

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

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



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

2. POST- AWARD STAGE:

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

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

3. OTHER CAUSES :

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

Page 7 of 10
Dated : 12th October 2020
Revision-1 : Dt: 3 Sept 2024



- 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

Page 8 of 10
Dated: 12th October 2020
Revision-1 : Dt: 3 Sept 2024



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

7. DECISION

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

8. COMMUNICATION OF DECISION

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

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

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

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

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

Page 9 of 10

Dated : 12th October 2020

Revision-1 : Dt: 3 Sept 2024



9. Effectiveness

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



AFFIDAVIT OF COMPLIANCE WITH INTEGRATED MANAGEMENT SYSTEM (IMS) MANUAL

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

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

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

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

Witnessed by:

Signature of Witness: _____
Name of Witness: _____
Date: _____

Witnessed by:

Signature of Witness: _____
Name of Witness: _____
Date: _____



SSTW-05

Ref No _____

Dated _____

M/s _____

SNTN _____

Address _____

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

Dear Sir,

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

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

Signature _____

Name _____

CNIC _____

Designation _____

Date _____

Official seal _____





**Sui Southern Gas
Company Limited**

Procurement Department

Standard Advisory to all Bidders

SUB: Sindh Sales Tax Withholding On Services Payment

(Effective from 1 July 2024)

Dear Sir,

Background

Please be informed that:

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

Amendment in Law

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

Revised Procedure for Sindh Sales Tax Withholding

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

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

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





سوی سدرن گیس کمپنی لمیٹڈ
پروکیورمنٹ ٹیپارٹمنٹ

تمام ٹھیکیداروں کے لئے معیاری ایڈوائزری

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

بس منظر

مطلع کیا جائے کہ:

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

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

قانون میں ترمیم

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

سندھ سیلز ٹیکس ودہولڈنگ کا نظرثانی شدہ طریقہ کار

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

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

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

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

