

Standard Bidding Document

SSGC/SC/PT/EPAD2/14388 Ext-3 (Hiring of Services Horizontal
Directional Drilling(HDD) of 24" Dia. & 12" Dia. Quetta Pipelines at Bibi
Nani (As Per BOQ/Criteria))
(Non-Consultancy Services)

National

Single Stage-Two Envelope



September 05, 2026

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PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **SSGC (PROCUREMENT DEPARTMENT)** has reserved Funds for the procurement planned for FY **2026-27**. The **SSGC (PROCUREMENT DEPARTMENT)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**SSGC/SC/PT/EPAD2/14388 Ext-3 (Hiring of Services Horizontal Directional Drilling(HDD) of 24" Dia. & 12" Dia. Quetta Pipelines at Bibi Nani (As Per BOQ/Criteria))**" with the reference of "**P103627**"
2. The **SSGC (PROCUREMENT DEPARTMENT)** invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-Consultancy Services.
3. **Single Stage-Two Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, and Instructions issued by the Authority (from time to time).
4. All Bids must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order, Call at Deposit, Bank Guarantee** or Bid Securing Declaration on the prescribed format described.
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **<https://epads.gov.pk/opportunities/federal/procurements/103627>**.
6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Monday, September 21, 2026 10:00 AM**. E-bids will be opened on the same day at **Monday, September 21, 2026 10:30 AM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new

version of **EPADS v2.0**, may register themselves on <https://vendors.epads.gov.pk/>.

A tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>

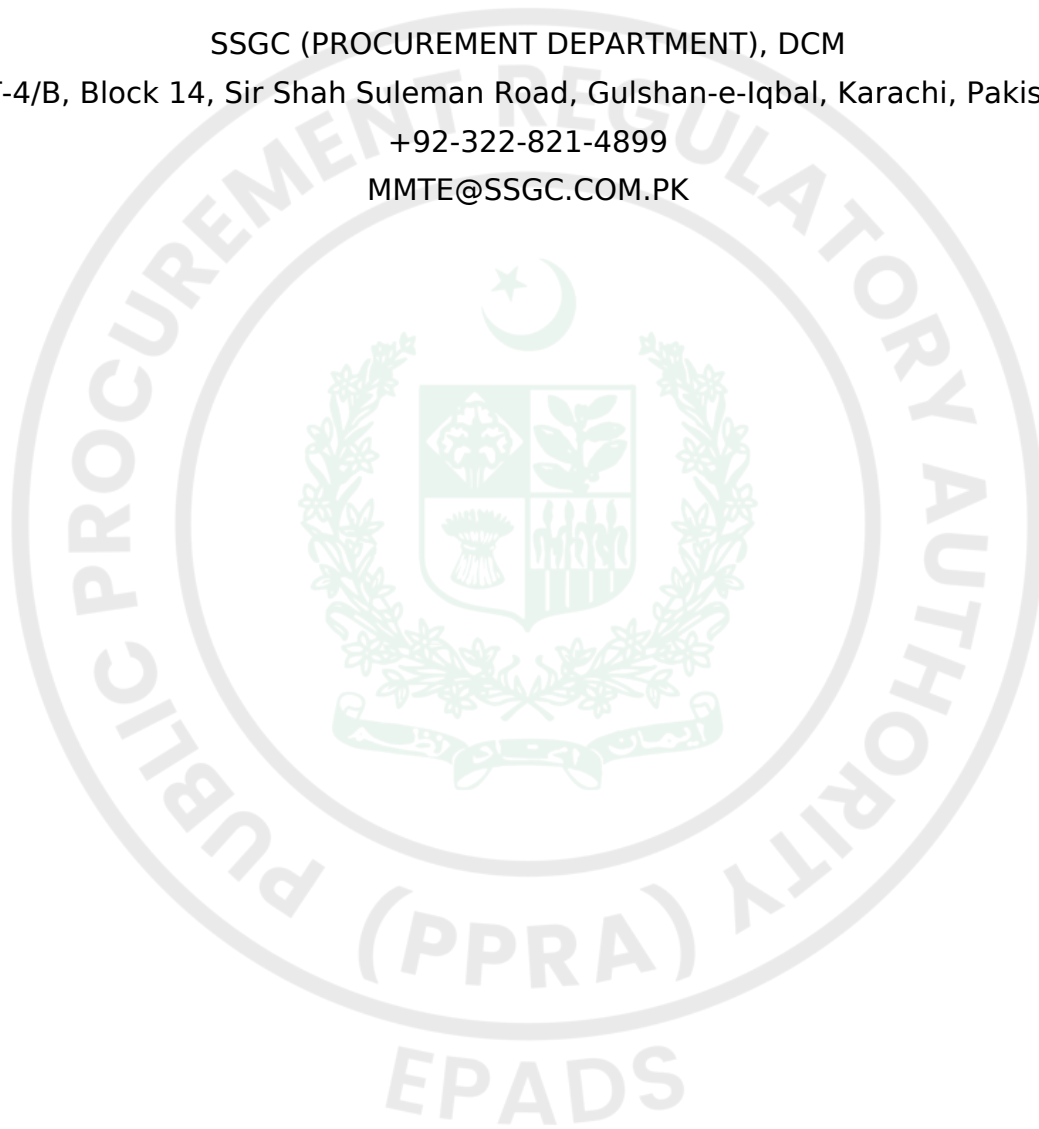
7. In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at (www.ppra.org.pk).

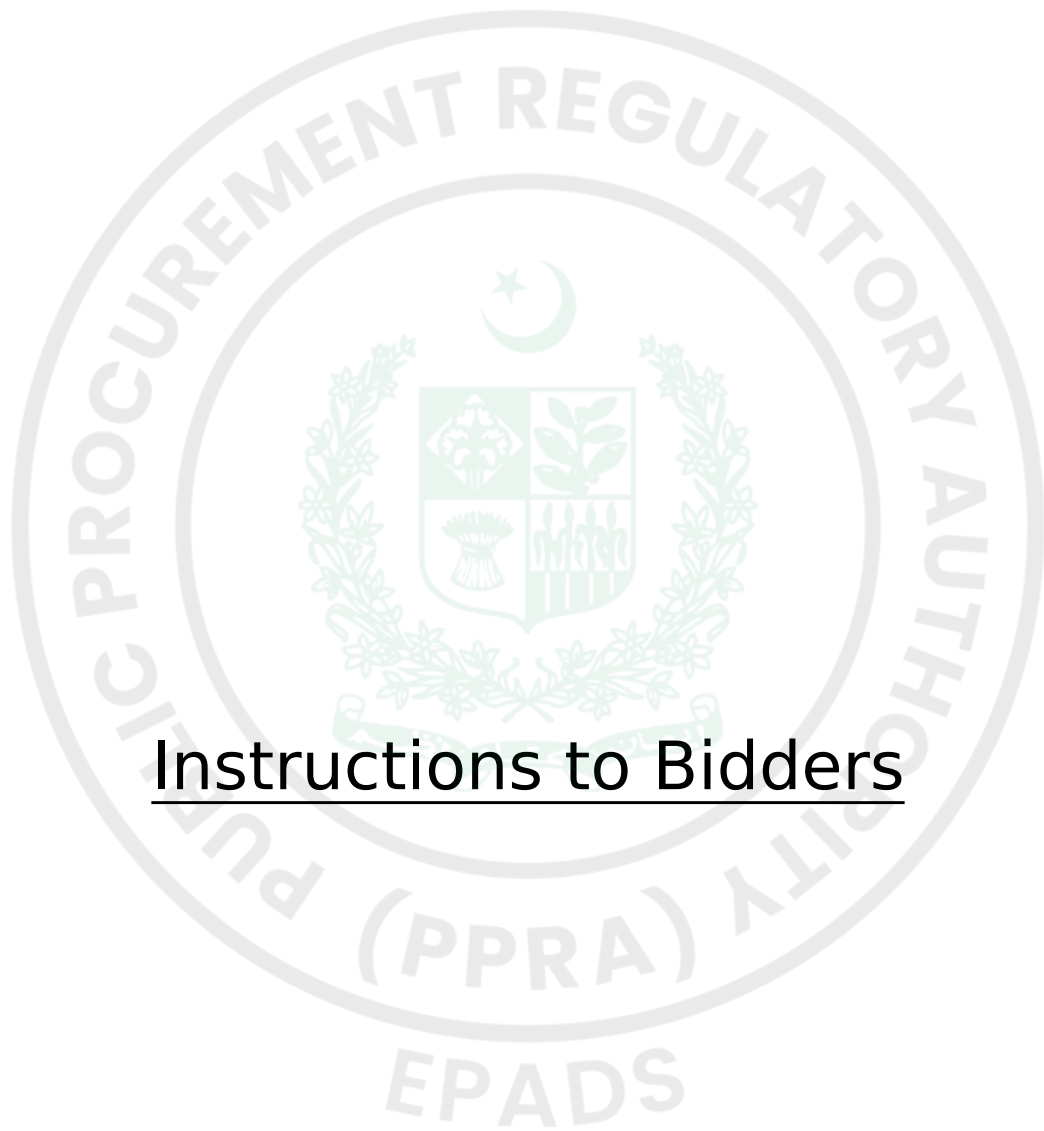
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Instructions to Bidders

A. Introduction

1. Scope of Bids

1.1. The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids through **EPADS v2.0** for the provision of Non-Consultancy Services for as specified in the BDS and **in Section Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. **Single Stage-Two Envelope** procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the **BDS**.

2. Source of Funds

2.1. Source of funds is referred in Clause-1 of Invitation for Bids.

3. Fraudulent & Corrupt Practices

3.1. As defined under Rule 2(1)(f) of the Public Procurement Rules, 2004.

4. Eligible Bidders

4.1. A bidder is eligible to participate in a procurement process if the bidder:

4.1.1. possesses or has access to the technical competence, financial resources, equipment and other physical facilities, personnel, managerial capability, experience and reputation necessary to complete the procurement contract;

4.1.2. has the legal capacity to enter into a procurement contract;

4.1.3. is not insolvent, in receivership, bankrupt or being wound up and its activities or affairs are not suspended or being administered under any Act, by a court or by a judicial officer;

4.1.4. is not the subject of legal proceedings for any of the matters mentioned in sub-rule (c);

4.1.5. has fulfilled or has made substantial arrangements satisfactory to the relevant authorities, to fulfil its obligations to pay taxes and social security (where applicable) other contributions of its employees; and

4.1.6. has not, or in the case of a company, its owners and beneficial owners, directors or officers have not, been convicted of a criminal offence related to:

4.1.6.1. its professional conduct; or

4.1.6.2. a bidder (or, in the case of a company, its key individuals such as owners, beneficial owners, directors, or officers) must not have engaged in any prohibited practice, such as fraud, corruption, collusion, or coercion, within the time period stated in the bidding documents, which can be up to three years before the start of the procurement process. Additionally, the bidder must not have been debarred (i.e., banned) from participating in public procurement processes in Pakistan or by any international organization or country. If they have, they are ineligible to participate in the current bidding.

4.2. The procuring agency may require a bidder participating in the procurement process to provide the prescribed documentary evidence or other information to satisfy itself that the bidder is qualified in accordance with the criteria in sub-clause (1).

4.3. A procuring agency shall set out in the bidding document all the criteria for qualification to be applied in accordance with sub-clause (1).

4.4. Except as permitted under the Ordinance, Rules and Regulations, the procuring agency shall not establish a criterion for eligibility of a bidder that:

4.4.1. discriminates against or among a bidder or against categories of bidders; or

4.4.2. is not required for the performance of the procurement contract; or

4.4.3. is not related to the avoidance or management of legal, reputational or economic risk to the procuring agency unless it is in the national interest to do so, and the criteria is set out in the bidding documents.

4.5. A procuring agency shall assess the eligibility of a bidder for participation in the procurement process against the criteria for qualification under sub-clause (1).

4.6. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the contract in accordance with the terms and conditions of the contract. The joint venture, consortium, or association shall nominate a lead member as nominated in the BDS,

4.7. who shall have the Authority to conduct all business for and on behalf of any and all the members of Joint venture, consortium, or association during the bidding process, and in case of award of contract, during the execution of the contract.

4.8. The appointment of the lead Member in the joint venture, consortium, or association shall be confirmed by submission of valid power of Attorney to the procuring agency.

4.9. Subject to the limits specified in the BDS, the procuring agency may allow bidders to participate in the form of a Joint Venture (JV). However, each party in the JV must individually meet the eligibility criteria specified in the BDS

4.10. No Bidder can be a sub-contractor while submitting a Bids individually or as a member of a joint venture in the same Bidding process.

5. Qualification of the Bidder

5.1. All Bidders shall provide in Section VI, Bid Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

B. Bidding Documents

6. Contents of Standard Bidding Document

6.1. The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued by the Procuring Agency include:

Section I -Invitation to Bid

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV Eligible Countries

Section V Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.

Section VI Bidding Forms

Section VII Fraudulent & Corrupt Practices

Section VIII - Material & Non-material deviation

Section IX General Conditions of Contract (GCC)

Section X Special Conditions of Contract (SCC)

Section XI Contract Forms

6.2. The Bidder is expected to examine all instructions, requirements, forms, terms and specifications in the bidding documents. Failure to furnish all the information required in the bidding document will be at the Service provider's risk and may result in the rejection of his bids.

7. Clarifications

7.1. Clarifications of the bidding documents may be requested in writing through EPADS v2.0 by any bidder up to three days prior to the deadline for the submission of bids.

The procuring agency shall respond promptly and in writing to any request by a bidder for clarification of the bidding documents and, in any event, no later than two days prior to the deadline for the submission of bids or proposals.

Responses to requests for clarification shall be communicated simultaneously and in writing to all bidders participating in the procurement proceedings.

No bidder shall be allowed to alter or modify his bid after the bids have been opened however, the procuring agency may seek and accept clarification to the bid that do not change the substance of the bid, through EPADS v2.0.

7.2. Procuring Agency's response will be uploaded on the EPADS v2.0, including a description of the inquiry.

7.3. Should the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure under **ITB 1.1.**

7.4. If indicated **in the BDS**, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned **in the BDS**. During this pre-bid meeting, prospective bidder(s) may request clarification(s) regarding the schedule of requirements, the Evaluation Criteria or any other aspects of the bidding document.

7.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS v2.0. Any modification to the bidding document that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum.

7.6. To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its bid including breakdown of prices, through EPADS v2.0. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered.

No change in the prices or substance of the bid shall be sought, offered, or permitted.

The alteration or modification in the bid which in any way affect the following parameters will be considered as a change in the substance of a

bid:

- 7.6.1. evaluation & qualification criteria;
- 7.6.2. required scope of work or specifications;
- 7.6.3. all securities requirements;
- 7.6.4. tax requirements;
- 7.6.5. terms and conditions of bidding documents; and
- 7.6.6. change in the ranking of the bidders.

From the time of bid(s) opening to the time of contract award, if any bidder wishes to contact the procuring agency on any matter related to the bid, it should do so in writing or through electronic form that provides record of the content of communication.

8. Amendment of Bidding documents

8.1. Before the deadline for submission of bids, the procuring agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addendum.

8.2. Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document and shall be uploaded on EPADS v2.0 as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the **BDS**:

Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.

8.3. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of bids:

Provided that the Procuring Agency shall extend the deadline for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

C. Preparation of Bids

9. Documents Constituting the Bids

9.1. The bids prepared by the bidders shall constitute the following components: -

9.1.1. Forms of bid and Bid Prices completed in accordance with ITB BDS, GCC and SCC;

9.1.2. Documentary evidence established in accordance with BDS that services to be provided by the bidder are eligible services, and conform to the bidding documents;

9.1.3. Documentary evidence established in accordance with BDS that the bidder is eligible and/or qualified for the subject bidding process;

9.1.4. Documentary evidence established, that the bidder has been authorized to provide the services;

9.1.5. Bid security or Bids Securing Declaration furnished in accordance with BDS; and

9.1.6. Any other document required in the BDS.

10. Documents Establishing Eligibility of the Services and Conformity to bidding documents

10.1. To establish the conformity of the Non-Consulting Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.

10.2. Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive.

11. Documents Establishing Eligibility and Qualification of the Bidder

11.1. Pursuant to BDS, the bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

11.2. The documentary evidence of the bidder's eligibility to bids shall establish to the satisfaction of the procuring agency that the bidder, at the time of submission of its bid, is from an eligible country as defined in Section-IV titled as "Eligible Countries".

11.3. The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the satisfaction of procuring agency that:

11.3.1. the bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.

11.3.2. that the bidder meets the qualification criteria listed in the Bids Data Sheet.

12. Form of Bid

12.1. The bidder shall fill the Form of Bid furnished in the bidding documents. The Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.

13. Bids Prices

13.1. The Bids Prices quoted by the bidder in the Forms of Bid and in the price schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.

13.2. All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed to be included in the prices of other items.

13.3. The Bid price to be quoted in the Forms of Bid shall be the total price of the bid, excluding any discounts offered.

13.4. The bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.

13.5. Prices quoted by the bidder shall be fixed during the currency of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, unless otherwise price adjustment is permissible under Conditions of the Contract. (May be reviewed)

14. Price Adjustment

14.1. Price adjustment shall not be applicable.

14.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services on annual basis as per agreement.

14.3. Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the applicability in that case.

15. Bids Currencies

15.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS.

16. Bid Validity Period

16.1. Bid(s) shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

17. Bid Security or Bid Securing Declaration

17.1. Unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, in the amount and currency specified in the BDS or Bid Securing Declaration on the format provided in Section VI (Bid Forms) The scanned copy of the Bids Security shall be uploaded in the EPADS v2.0 while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.

17.2. The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture.

17.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in BDS, GCC and SCC are invoked.

17.4. Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible after the award of contract, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, whichever of the following that occurs earliest:

17.4.1. the expiry of the Bid Security;

17.4.2. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the bidding document;

17.4.3. the rejection by the Procuring Agency of all Bids;

17.4.4. the withdrawal of the Bid prior to the deadline for the submission of bids, unless the bidding document stipulate that no such withdrawal is permitted.

17.5. The Bid Security may be forfeited or the Bid Securing Declaration executed:

17.5.1. if a bidder:

17.5.1.1. withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the bidder in the Forms of Bid, except as provided for in the ITBs; or

17.5.1.2. does not accept the correction of errors, or

17.5.2. in the case of a successful bidder fails:

17.5.2.1. **to sign the contract in accordance with SCC; or**

17.5.2.2. **to furnish Performance Guarantee in accordance with BDS and SCC.**

17.6. The bid security shall be valid for a period specified in BDS. Bids with shorter bid security validity period shall be rejected straight away.

18. Alternative Bids by Bidders

18.1. Alternatives will not be considered, unless specifically allowed for in the BDS.

18.2. When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different time schedules will be described in Evaluation and Qualification Criteria.

19. Withdrawal, Substitution, and Modification of Bids

19.1. Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.

20. Format and Signing of Bids

20.1. The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through

EPADS v2.0.

20.2. Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person(s) signing the forms of bid.

D. Submission of Bids

21. Submission of Bids through EPADS v2.0 before Dead deadline

21.1. The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS v2.0, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

21.2. The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents. In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

22. Opening & Evaluation of Bids by the Procurement Cell/Evaluation Committee

22.1. The Procuring Agencies to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements. As per Rules 29 & 30 of Public Procurement Rules, 2004, The Procuring Agency is required to establish a Procurement Cell/Evaluation Committee which shall Evaluate the Bids in accordance with the evaluation criteria, terms and conditions given in the bidding documents.

23. Opening of Bids

23.1. The Bid Evaluation Committee of the Procuring Agency will open all bids through EPADS, in the presence of bidders' or their representatives who

choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign attendance sheet as proof of their attendance.

23.2. The bids shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (c) the presence of a bid security, if required; and (d) any other details as the procuring agency may consider appropriate.

23.3. No bid will be rejected at the time of bid opening except for bids whose bid security has not been provided to the procuring agency before submission deadline.

23.4. The procuring agency shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and the bid price, if applicable.

24. Confidentiality

24.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other person(s) not officially concerned with such process, until the time of the announcement of the respective evaluation report.

24.2. Any effort by a bidder to influence the procuring agency processing of bids or award decision may result in the rejection of his bid.

25. Preliminary Examination of Bids

25.1. Prior to the detailed evaluation of bids, the procuring agency will determine whether each bid:

25.1.1. meets the eligibility criteria defined in **BDS**;

25.1.2. has been prepared as per the format and contents defined by the procuring agency in the bidding document;

25.1.3. is accompanied by the required securities; and

25.1.4. is substantially responsive to the requirements of the bidding document.

25.2. The procuring agency will confirm that the documents and information specified under **BDS, GCC and SCC** have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bids shall be rejected.

25.3. If a bid is not substantially responsive, it will be rejected by the procuring agency and may not subsequently be evaluated for complete technical responsiveness.

26. Examination of Terms and Conditions, Technical Evaluation

26.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **BDS**, to confirm that all requirements specified in **Evaluation Criteria, Technical Specifications and Schedule of Requirements**, prescribed in the bidding document have been met without material deviation or reservation.

26.2. If after the examination of the terms and conditions and the technical evaluation, the procuring agency determines that the bid is not substantially responsive in accordance with **BDS**, it shall reject the bids.

27. Correction of Errors

27.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

27.1.1. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the procuring agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

27.1.2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

27.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

27.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Forms of bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

27.2. The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed.

28. Conversion to Single Currency

28.1. As per Rule 30 of Public Procurement Rules, 2004.

29. Evaluation of Bids

29.1. The procuring agency shall evaluate bids in accordance with Rule 30 of Public Procurement Rules, 2004 and compare only those bids determined to be substantially responsive.

29.2. In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the evaluation criteria and methodologies specified in the Bid Data Sheet (BDS) and in accordance with the Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.

29.3. In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS. However, in no case the rates shall be higher than the original financial bids.

29.4. The Procuring agency evaluation of a bid will take into account:

29.4.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

29.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 6**;

29.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 7**;

29.6. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

29.7. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a successful bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

30. Determination of Most Advantageous Bids

30.1. Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the **BDS** or prescribed in the separate section titled as Evaluation Criteria.

31. Abnormally Low Financial Bids

31.1. Procuring agency may reject a bid if it has determined that the price, in combination with other constituent elements of the bid, is abnormally low in relation to the subject matter of the procurement, such that it raises material concerns on the part of the procuring agency, as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price.

A procuring agency shall not reject a bid as abnormally low under sub-clause (1) above unless the procuring agency -

31.1.1. requested in writing through EPADS from the bidder a written clarification of his bid, including a detailed price analysis of his bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document; and

31.1.2. having taken account, the information provided by the bidder in response to a request under paragraph (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily for the offered price.

The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision.

32. Rejection of Bids

32.1. As per Rule 33 of the Public Procurement Rules, 2004

33. Single Responsive Bid

33.1. The procuring agency may consider single responsive bid subject to underlying conditions of Rule 38(b) of the Public Procurement Rules, 2004.

34. Arbitration

34.1. As per Rule 49 of Public Procurement Rules, 2004.

F. Award of Contract

43. Criteria of Award

43.1. The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has been declared as most advantageous Bid.

44. Procuring Agency's Right to reject All Bids

44.1. The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).

44.2. Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.

45. Notification of Award

45.1. Prior to the award of contract, the procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.

45.2. Bidder whose bid has been accepted, will be notified for the award by the Procuring Agency prior to expiration of the Bid Validity period through EPADS. The Letter of Acceptance will state the sum that the procuring agency will pay the successful bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

45.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee and signing of the contract.

46. Signing of Contract

46.1. Promptly after notification of award, Procuring Agency shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. The successful bidder and the procuring agency shall sign the contract.

47. Performance Guarantee

47.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the **BDS**

and SCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

47.2. Failure of the successful bidder to comply with the requirement of **BDS, SCC and GCC** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the procuring agency may make the award to the next ranked bidder or call for new bids.

48. Corrupt & Fraudulent Practices

48.1. Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. Grievance Redressal & Complaint Review Mechanism

53. Constitution of Grievance Redressal

53.1. Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of an odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee.

54. GRC Procedure

54.1. Any aggrieved party or bidder as the case may be, may file grievance in accordance with Rule 48 of the Public Procurement Rules, 2004 and Redressal of Grievance Regulations, 2022

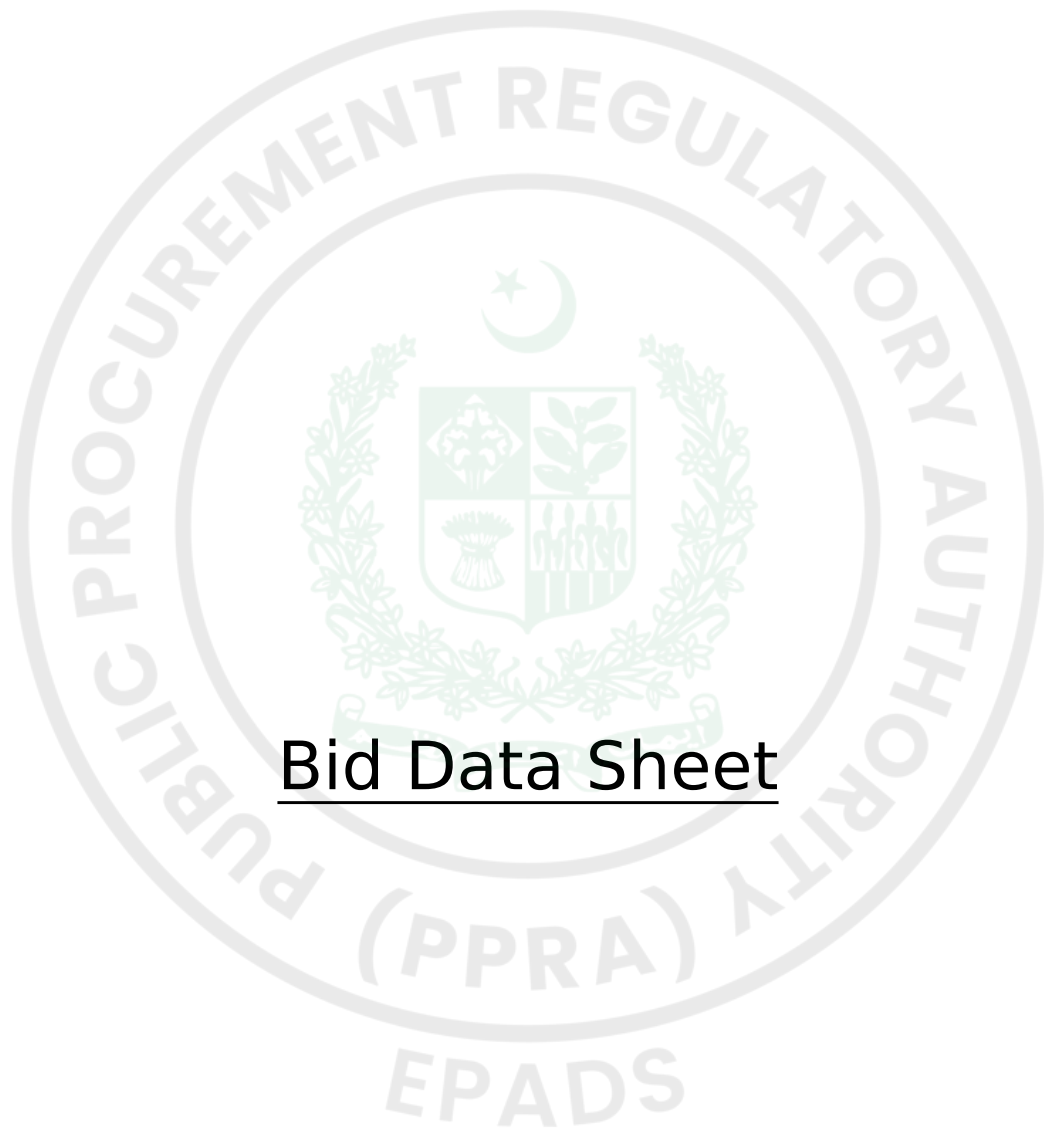
H. Blacklisting/ Debarment

55. Procedure for Blacklisting/Debarment

55.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-19 of the Public Procurement

Rules, 2004 , Mechanism for Blacklisting, Debarment Regulations, 2024 and Regulation on “procedure for filling and disposal of review petition under rule-19(3) of the Public Procurement Rules, 2004.





Bid Data Sheet

Bids Data Sheet (BDS)

The following specific data for the procurement of Non-Consultancy Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS Clause Number

ITB Number

Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. Introduction

BDS Clause Number 1

Name of Procuring Agency: **SSGC (PROCUREMENT DEPARTMENT)**

The subject of procurement is: **SSGC/SC/PT/EPAD2/14388 Ext-3 (Hiring of Services Horizontal Directional Drilling(HDD) of 24" Dia. & 12" Dia. Quetta Pipelines at Bibi Nani (As Per BOQ/Criteria))**

Expected commencement date: **Tuesday, March 23, 2027**

BDS Clause Number 2

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P103627**

BDS Clause Number 3

JV/Consortium or Association Allowed: **Yes**

Number of JV/Consortium Members: **20**

B. Bidding Documents

BDS Clause Number 4

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Thursday, September 17, 2026

BDS Clause Number 5

Any addendum, in case issued, shall be published on **SSGC (PROCUREMENT DEPARTMENT)** website and on **EPADS v2.0**.

BDS Clause Number 6

List of documents required along with the bid:

1. The bidder must deposit/submit the physical bid bond to the Tender Room (SSGC HO) before the bid submission Time and if required to submit/upload the valid PEC Certificate mentioned in the Tender Docs; otherwise, the bid will be liable for rejection.
2. Complete tender documents (Tender Terms, BoQ, Price Schedule & Annexures etc. must be uploaded duly sign & stamp otherwise bid will be liable for rejection.

BDS Clause Number 7

The qualification criteria to establish the supply / production capability of the bidder.

see Eligibility Criteria

BDS Clause Number 8

Services and Their related documents:

See section Required Services and Scope of Work

BDS Clause Number 9

Price schedule will be provided according to the format defined and acquired.
see section price schedule.

BDS Clause Number 10

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11

The price shall be **Fixed**.

BDS Clause Number 12

Currency of the Bids shall be : **PKR**

BDS Clause Number 13

The Bids/Bid Validity period shall be: **120 Days**

BDS Clause Number 14

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**

The Bid Security shall be in the form of: **Pay Order, Call at Deposit, Bank Guarantee**

BDS Clause Number 15

The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 90 days so the bid security shall be valid for $90+28 = 118$ days.

BDS Clause Number 16

Alternative Bids to the requirements of the bidding documents will not be permitted.

D. Submission of Bids

BDS Clause Number 17

Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;

ST-4/B, Block 14, Sir Shah Suleman Road, Gulshan-e-Iqbal, Karachi, Pakistan

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Monday, September 21, 2026 10:00 AM**

E. Opening and Evaluation of Bids

BDS Clause Number 18

The Bids opening shall take place on **EPADS v2.0**.

Day : **Monday**

Date: **Monday, September 21, 2026**

Time : **10:30 AM**

BDS Clause Number 19

Selection technique adopted will be: **Least Cost Based Selection (LCBS)**
see Evaluation Criteria

F. Award of Contract

BDS Clause Number 20

The Performance guarantee shall: **5.00%**.

The Performance Guarantee shall be acceptable in the form of: **Pay Order, Call at Deposit, Bank Guarantee**

21.

51.1

Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

BDS Clause Number 22

Grievance against this procurement shall be submitted online on EPADS v2.0.

Eligibility Criteria

Bidder's Type	Required Registration
Any	NADRA CITIZENSHIP (CNIC/NICOP) FBR (NTN) PEC

Eligibility Criteria	Document
(Having Valid PEC Certificate Category C-2 Or above Having specialization of CE-08 & CE-10)	Yes
(For Foreign Firms must attach Joint Venture Agreement along with the Bid as per PEC Bylaws 1987)	Yes
(Having valid HSE & QMS ISO 9001, OHSAS 18001/45001 & ISO 14001 Certifications or equivalent)	Yes

Evaluation Criteria

Least Cost Based Selection (LCBS)

Weightage

Technical Evaluation %	
100	
Technical Marks	70
Passing Marks	49
Technical Evaluation Criteria for Pipeline Construction Services	
Evaluation Criteria with forms attached at Annexure A (Quantitative)(Doc Required)	70

Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
SC192706 HIRING OF SERVICES FOR HORIZONTAL DIRECTIONAL DRILLING (HDD) OF 24	Address: Operation Store KT Schedule: 08 Month Quantity: 1/job	1/job	4200000 PKR

Related Services :

No



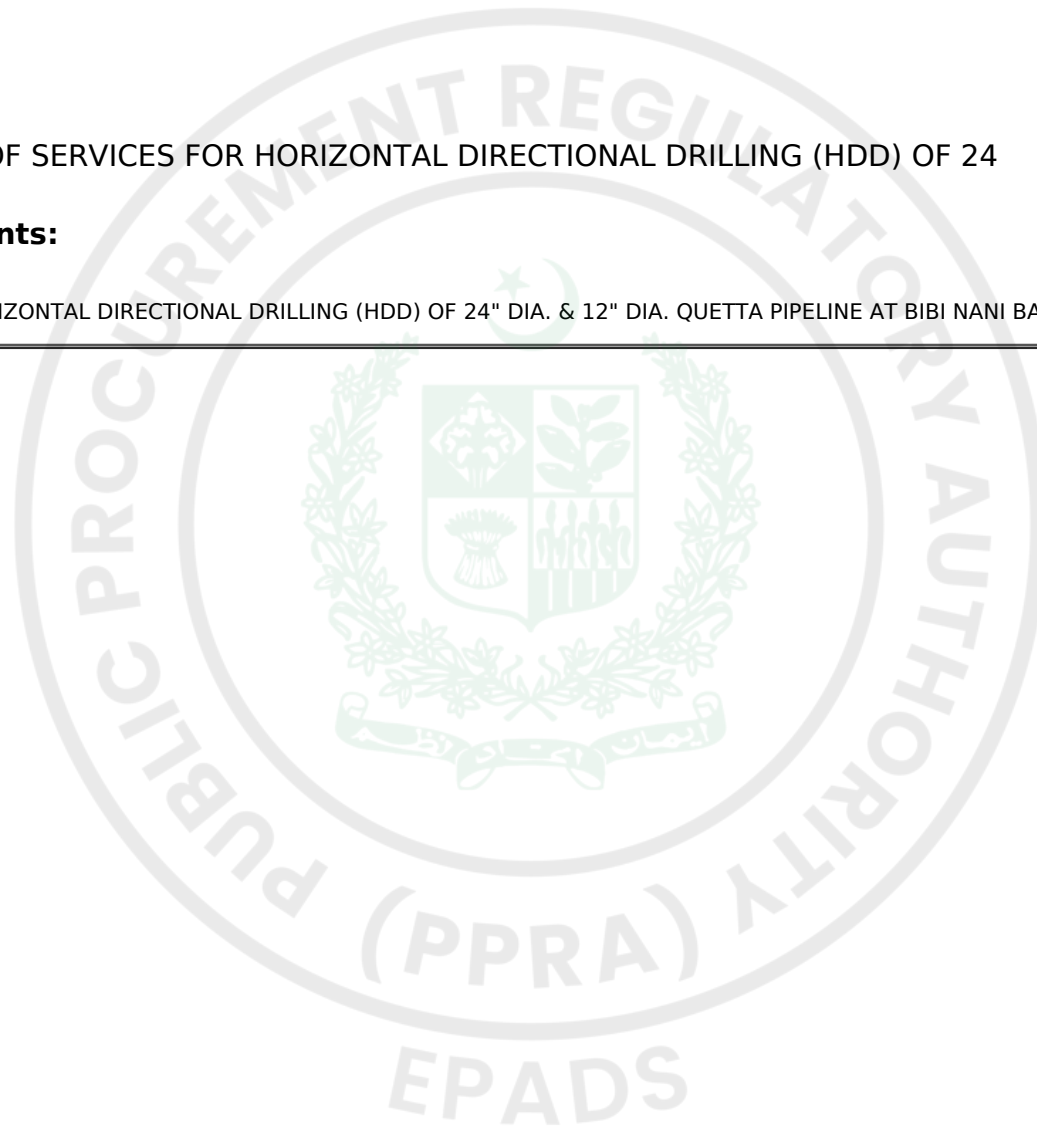
Services Specifications

Positions Without Lots :

Position: SC192706 HIRING OF SERVICES FOR HORIZONTAL DIRECTIONAL DRILLING (HDD) OF 24

Specifications / Requirements:

SC192706 HIRING OF SERVICES FOR HORIZONTAL DIRECTIONAL DRILLING (HDD) OF 24" DIA. & 12" DIA. QUETTA PIPELINE AT BIBI NANI BALOCHISTAN (AS PER BOQ)



Scope of Work

Attached with SSGC Tender Document



Price Schedule

For Individual Positions

#	Position Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		





General Conditions of Contract

A. General

1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. “Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. "Party" means the Procuring Agency or the Contractor, as the case may be, and "Parties" means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. "Subcontractor" means any entity to which the Bidder subcontracts any part of the Services.

2. Applicable Law

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. Language

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractor and the Procuring Agency, shall be written in the **English language** unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. Notices

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.

5. Location

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in SCC.

6. Authorized Representatives / Authority of Member in charge

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the SCC.

B. Commencement, Completion, Modification, and Termination of Contract

7. Effectiveness of Contract

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.

8. Commencement of Services

8.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

9. Program schedule

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. Starting Date/Expiration Date

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

11. Entire Agreement

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. Modification

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. Force Majeure

13.1. Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Contractor and which makes a Contractor's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. Extension of Time

Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

13.4. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. Termination

14.1. By the Procuring Agency

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. By the Contractor

The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

C. Obligations of the Contractor

15. General

15.1. Standard of Performance

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. Law Applicable to Services

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. Conflict of Interests

16.1. Contractor Not to Benefit from Commissions and Discounts

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2. Contractor and Affiliates Not to be Otherwise Interested in Project

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. Prohibition of Conflicting Activities

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- 16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- 16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- 16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC**.

17. Insurance to be Taken Out by the Contractor

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. Contractor's Actions Requiring Procuring Agency's Prior Approval

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

- 18.1.1. appointing such members of the Personnel not provided by the Contractor;
- 18.1.2. changing the Program of activities; and
- 18.1.3. any other action that may be specified in the **SCC**.

19. Reporting Obligations

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. Liquidated Damages

20.1. Payments of Liquidated Damages

The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC**.

20.3. Lack of performance penalty

If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. Performance Guarantee

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC**.

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC**.

22. Sustainable Procurement

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC**.

D. Contractor's Personnel

23. Description of Personnel

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

24. Removal and / or Replacement of Personnel

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

25. Change in the Applicable Law

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the SCC.

26. Services and Facilities

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

F. Payments to the Contractor

27. Contract Price

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC.

28. Terms and Conditions of Payment

28.1. Payments will be made to the Contractor according to the payment schedule stated in the SCC and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. Quality Control Identifying Defects

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the SCC.

30. Correction of Defects, and Lack of Performance Penalty

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. Settlement of Disputes Amicable Settlement

31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. Dispute Settlement

32.1. Arbitration

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.



Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

Definitions

The Procuring Agency is: SSGC (PROCUREMENT DEPARTMENT), DCM ST-4/B, Block 14, Sir Shah Suleman Road, Gulshan-e-Iqbal, Karachi, Pakistan

The Supplier is:

The title of the subject procurement is:SSGC/SC/PT/EPAD2/14388 Ext-3 (Hiring of Services Horizontal Directional Drilling(HDD) of 24" Dia. & 12" Dia. Quetta Pipelines at Bibi Nani (As Per BOQ/Criteria))

Number of GC Clause 2

Applicable/Governing Law:

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 3

Language:

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English**.

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

SSGC (PROCUREMENT DEPARTMENT), DCM
ST-4/B, Block 14, Sir Shah Suleman Road, Gulshan-e-Iqbal, Karachi, Pakistan
+92-322-821-4899
MMTE@SSGC.COM.PK

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

SSGC (PROCUREMENT DEPARTMENT), DCM
ST-4/B, Block 14, Sir Shah Suleman Road, Gulshan-e-Iqbal, Karachi, Pakistan
+92-322-821-4899
MMTE@SSGC.COM.PK

For the Bidder:

Name:

Designation:

Address:

Number of GC Clause 7

Effectiveness of the contract

The Contractor/Bidder shall be effective within days from the date of signature of the Contract by both parties

Number of GC Clause 8

Commencement of Contract:

The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be

Number of GC Clause 14

Termination

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Services till the time of alternate arrangements.

Number of GC Clause 16

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing services due to a conflict of a nature described in Clause GCC C2.

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.01% to 10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:

The amount of performance guarantee shall be 5.00% of the contract price in acceptable form of Pay Order, Call at Deposit, Bank Guarantee

Number of GC Clause 27

Currency of Payment:

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

Number of GC Clause F

Payment terms:

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

Number of GC Clause F

Identifying Defects:

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

Inspections & Tests Requirements

Attached with SSGC Tender Document

Delivery & Documents

Attached with SSGC Tender Document

Number of GC Clause F 5 & 6

Following is the guidance for Dispute Resolution

- i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall

seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.

ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.

iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.

iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.

v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

Arbitrator's fee:

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties.

Appointing Authority for Arbitrator:

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.



Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.: **P103627**

To: **SSGC (PROCUREMENT DEPARTMENT), DCM ST-4/B, Block 14, Sir Shah Suleman Road, Gulshan-e-Iqbal, Karachi, Pakistan**

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:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
2. Disagreement to arithmetical correction made to the Bid price; or
3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

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 (28) days after the expiration of our Bid.



Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the ____ day of _____ 20____ between **SSGC (PROCUREMENT DEPARTMENT), DCM ST-4/B, Block 14, Sir Shah Suleman Road, Gulshan-e-Iqbal, Karachi, Pakistan**

(hereinafter called “the Procuring Agency”) of the one part and [name of Bidder] of [city and country of Bidder] (hereinafter called “the Bidder”) of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **SSGC/SC/PT/EPAD2/14388 Ext-3 (Hiring of Services Horizontal Directional Drilling(HDD) of 24" Dia. & 12" Dia. Quetta Pipelines at Bibi Nani (As Per BOQ/Criteria)) (P103627)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency’s Letter of Acceptance; and

8. [add here: any other documents]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

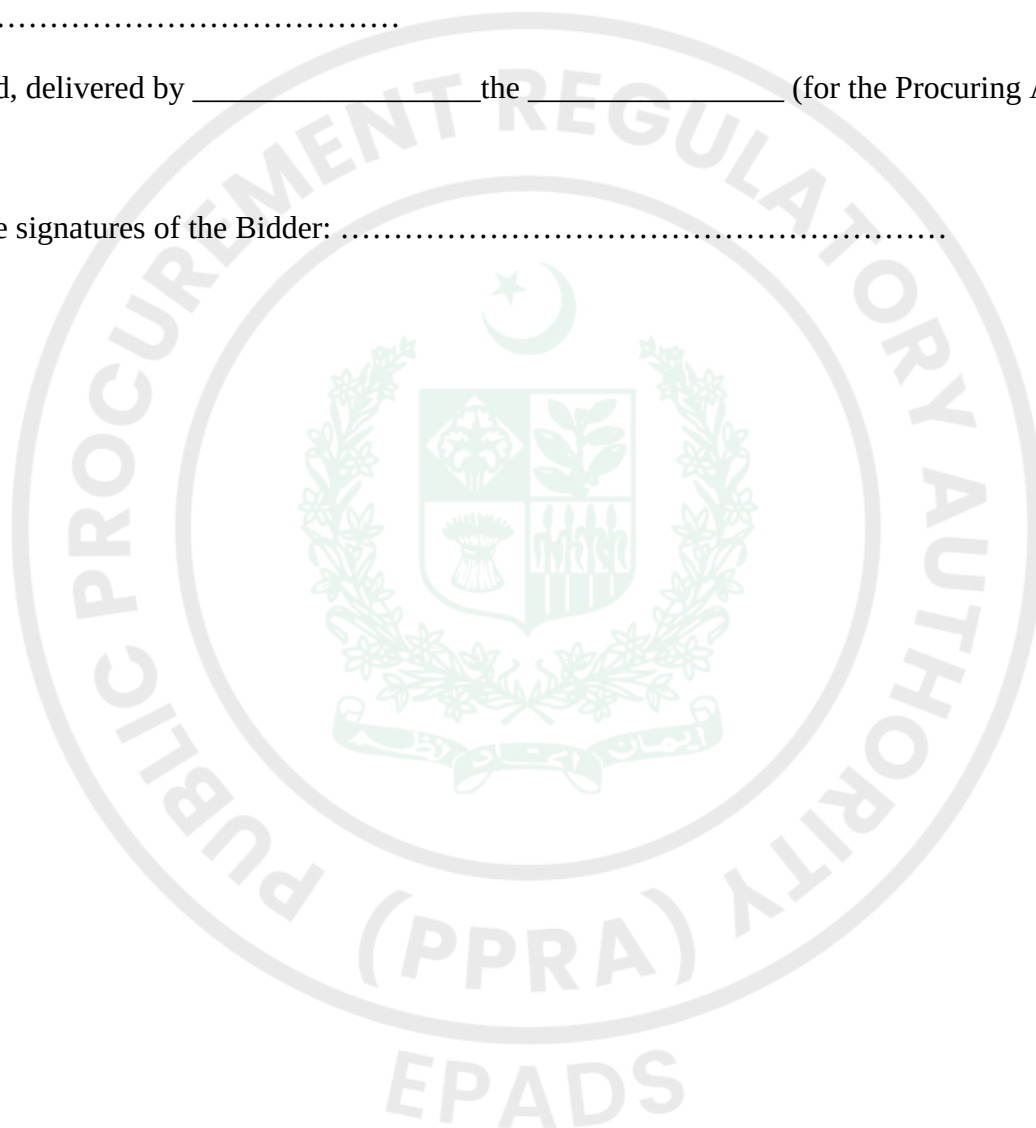
Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder:





Integrity Pact

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract

Number: Contract

Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee 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 consultations 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 GoP, except that which has been expressly declared pursuant hereto.

[Name of 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 GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact 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 right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of 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 from GoP.



Performance Guarantee Form

Performance Guarantee Form

To: **SSGC (PROCUREMENT DEPARTMENT), DCM ST-4/B, Block 14, Sir Shah Suleman Road, Gulshan-e-Iqbal, Karachi, Pakistan**

WHEREAS *[name of Bidder]* (hereinafter called “the Bidder”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods(hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

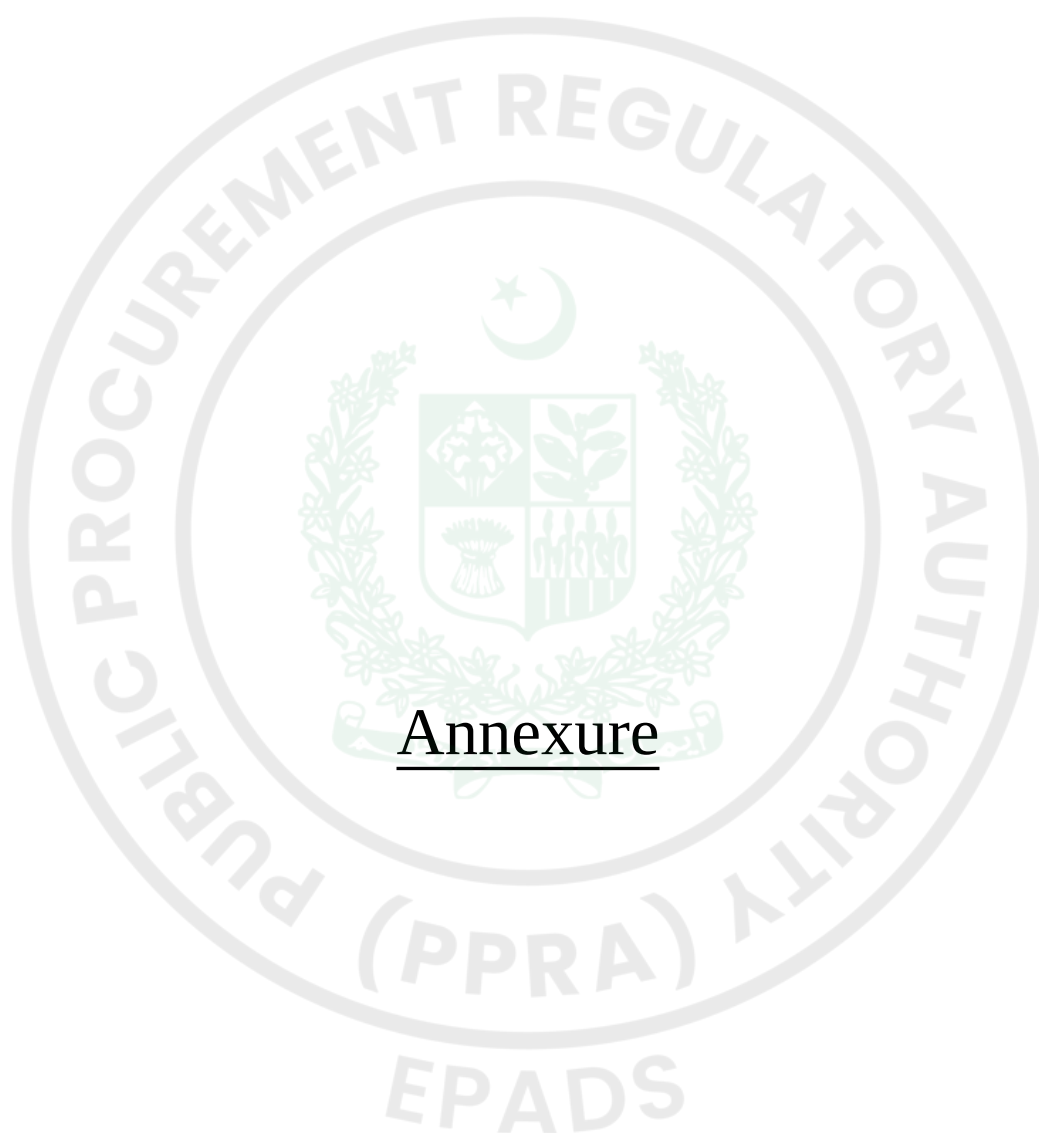
Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]





Annexure

SSGC/SC/PT/EPAD2/14388 (Revised)Ext-3

SSGC/SC/PT/EPAD2/14388

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 Pre-Bid Meeting of subject tender has been scheduled on “22-07-2026 at 1100 Hrs at 2nd Floor Procurement Department Conference Room SSGC Head Office Karachi”.

The priced bids shall be submitted along with FIXED Bid Bond Rs.42 00,000(Forty-two 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.

Information (Read-Only)

See Form Under Additional Forms and Documents: **SSGC/SC/PT/EPAD2/14388 (Revised)Ext-3** (page number: 68)

Annexure A EVALUATION CRITERIA FOR PIPELINE CONSTRUCTION SERVICES

Evaluation Criteria with forms attached at Annexure A

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure A EVALUATION CRITERIA FOR PIPELINE CONSTRUCTION SERVICES** (page number: 205)



Procurement Forms







Additional Forms and Documents



Checklist for Bidders

Enquiry #: 14388

Opening Date: _____

Time: _____

M/s, _____

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

Sr. No.	Checklist Item	Action Required	(Yes/ No)
1	Tender Document Availability on SSGC website & EPADS	Ensure the bidder participates via EPADS.	
		Download the tender document from EPADS.	
		Fill the BOQ/ Bid Form/ Schedule of Requirement correctly.	
		Submit the bid on EPADS before the deadline; otherwise, bid will be rejected.	
2	Physical Bid Bond Submission	Submit the physical bid bond to the Tender Room (SSGC HQ) before the bid submission. And upload Scanned copy of Bid bond on EPADS.	
		if Bid Bond in original not submitted, the bid will be rejected.	
3	Bid Submission Deadline	Confirm all documents (electronic and bid bond in original) are submitted before the specified bid submission deadline.	
4	Signature and Stamp	Ensure all documents are signed and stamped as required and uploaded on EPADS or else bid will be rejected	
5	Additional Documents (if any)	Verify if any other documents specified in Tender document are included in the bid on EPADS	
6	Tender Fees	Rs. 0 (Free)	
7	Technical literature	Original Technical literature is enclosed, if any duly signed & stamped	
8	Any change in your current address, Phone Fax no & Email etc. intimated	Bidders are required to intimate Procurement dept. for any change in Current address, email, contact information etc. in tender documents	
9	Bid validity	Bid Validity as specified is mentioned	
10	Delivery / Completion period	Delivery / Completion period has been specified as per tender terms	
11	Corrections/Cutting/Overwriting	All corrections/cutting/overwriting are signed & stamped	
12	Sample	Sample (if necessary) is enclosed as per form attached in Tender Document	
13	Form-X	Form- X Duly Signed & Stamped	

Note:

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

As per SRO296(11)/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

Revised



**Sui Southern Gas
Company Limited**

Ref. No. SSGC / SC / 14388

Date: July - 10, 2026

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/EPAD2/14388

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 Pre-Bid Meeting of subject tender has been scheduled on **"22-07-2026 at 1100 Hrs at 2nd Floor Procurement Department Conference Room SSGC Head Office Karachi"**.

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.42,00,000(Forty-two 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 thereof stipulated in these tender documents may be rejected.

The Tender documents comprise the following:

Technical Proposal

- | | |
|---------------|--|
| Section - I | Invitation to Bid |
| Section - II | Instructions to Bidders |
| Section - III | Scope of Work/Responsibility Matrix/Principal Documents/Special Terms & Conditions /Evaluation Criteria /Annexure (A to D) with Forms/Compliance Sheet |
| Section - IV | Special Conditions of Tender Document/ General Terms & Conditions |



Section - V	Bid Bond Format/Performance Bond /Format of Declaration/Contract Form/Form X/Annexure I/ Form of Bid Securing Declaration
Section - VI	Blacklisting Mechanism/HSE Manual/SSTW-05/SST Advisory

Financial Proposal

Section - VII	Tender Form
Section - VIII	Bill of Quantity (BOQ)/Bid Form

Application for technical and financial proposals will be received at:

Bids will be submitted online on EPADS Portal on or before **21-09-2026 at 1000** hours. The bids will be publicly opened at **1030** hours on same day online on EPADS in the presence of bidders and / or their authorized agents who may wish to attend.

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

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

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

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

The advertisement is also published in PPRA (www.ppra.gov.pk) & SSGC (www.ssgc.com.pk) websites respectively.


For General Manager (Procurement)



TECHNICAL

PROPOSAL



SECTION - II

INSTRUCTIONS TO BIDDERS

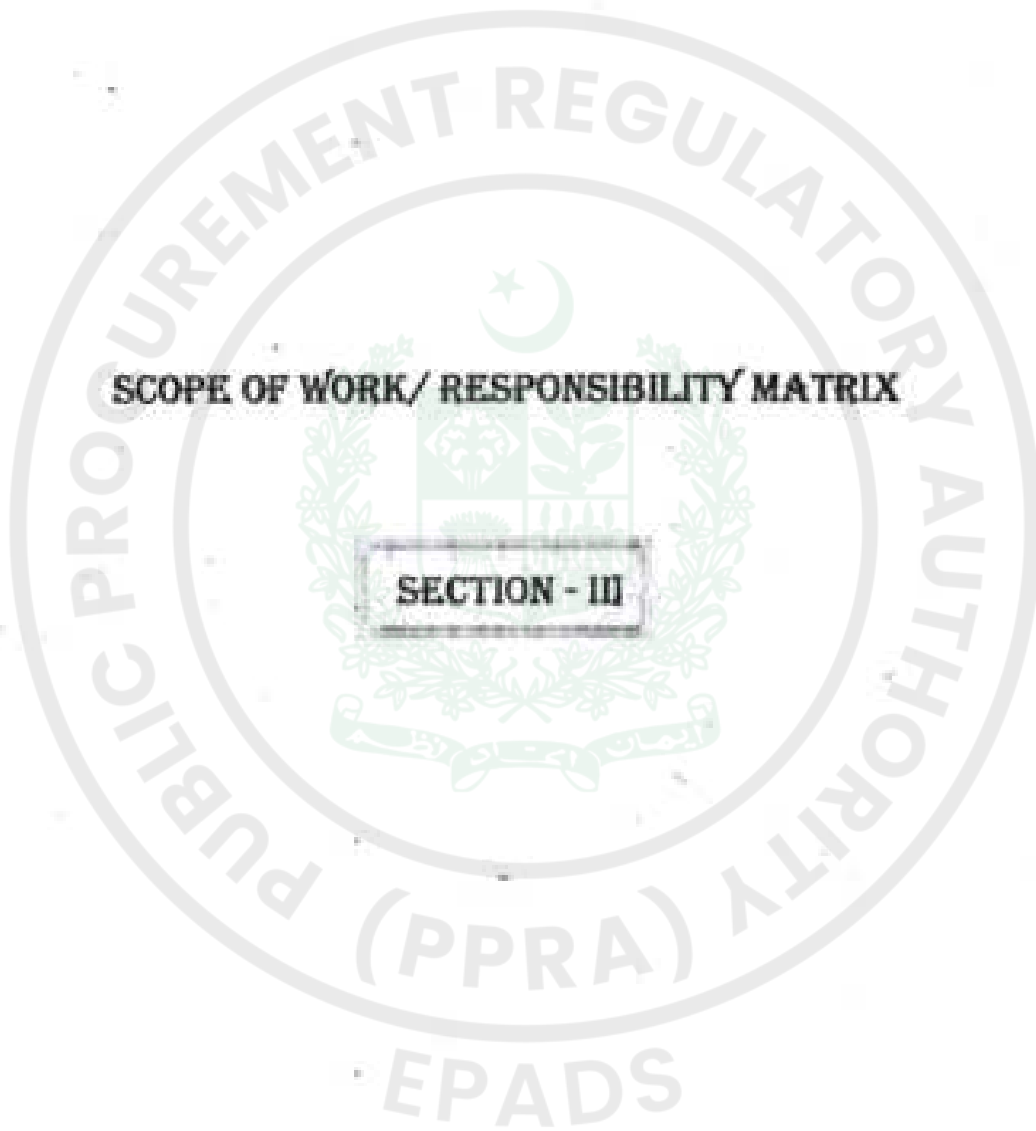


SECTION - II

Instructions to Bidders

1. All rates quoted in the proscribed 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, 5T-4/B, Block - 14, Sir Shah Sulaiman Road, Qadshah-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 envelopes (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 info@zelec.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, CPD Building, SSCC 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 any Discount / escalation given separately at the time of bid opening will not be considered.
21. The bidders are required to fill form (STPW-3) (if demand required) and submit it along with the bid.





SECTION – III

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.

1. GENERAL

The Contractor shall perform detailed engineering, construction, testing, and commissioning activities required for installation of one 12-inch diameter and one 24-inch diameter high-pressure gas pipeline crossing beneath the Bolan River at Bibi Nani through Horizontal Directional Drilling (HDD).

The Contractor shall execute the Works on a turnkey basis except for Employer-supplied line pipe and specified permanent materials. The Contractor shall provide all engineering services, labor, HDD equipment, construction equipment, temporary facilities, consumables, supervision, testing, quality assurance, safety management, and all resources necessary for successful completion of the crossing.

2. GEOTECHNICAL INVESTIGATION

2.1. OBJECTIVE

The Contractor shall undertake all geotechnical and geophysical investigations necessary to establish HDD feasibility and develop the final crossing design.

The investigation shall include, but not be limited to:

- a) Boreholes via percussion drilling at HDD entry and exit locations and along the proposed alignment.
- b) Standard Penetration Testing (SPT).
- c) Groundwater investigations.
- d) Laboratory testing.
- e) Geophysical investigations including seismic refraction and/or electrical resistivity surveys (optional).
- f) Soil stratigraphy

The Contractor shall prepare a Geotechnical Baseline Report (GBR) and Geotechnical Data Report (GDR) for approval by SSGC.

This data will ensure the design's technical accuracy, stability, and feasibility for HDD pipeline installation.

2.2. 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 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.
- **Geophysical Investigation:** Geophysical investigations shall be considered an Optional Activity under this Contract and shall only be undertaken upon the written instruction of the Engineer/Employer. Where instructed, the Contractor shall carry out geophysical surveys to supplement the geotechnical investigation and to assist in the interpretation of subsurface conditions. The scope of work may include, but shall not be limited to, seismic refraction, electrical resistivity tomography (ERT), and other appropriate geophysical methods approved by the Engineer.
- **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.

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).

3. HDD DESIGN AND ENGINEERING

3.1. 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.

3.2. DETAILED DESIGN AND ENGINEERING

The Contractor shall prepare complete detailed engineering for both crossings including:

- a) Alignment selection.
- b) HDD profile design.
- c) Radius of curvature calculations.

- d) Pull force calculations.
- e) Torque calculations.
- f) Pipe stress analysis.
- g) Bore stability assessment.
- h) Drilling fluid design.
- i) Frac-out risk assessment.
- j) Construction methodology.
- k) Contingency and recovery procedures.
- l) Temporary works design.
- m) Tie-in design and construction sequence.

The Contractor shall demonstrate that the proposed HDD installation can be completed safely through the anticipated alluvial formations containing sand, gravel, pebbles, cobbles, and boulders.

3.3. 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).

3.4. 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.

3.5. PROCUREMENT AND EQUIPMENT

3.5.1. EMPLOYER SUPPLIED MATERIALS

SSGC shall supply:

- a) API 5L Grade X70 line pipe.
- b) Specified permanent valves and fittings.
- c) Joint coating material
- c) Permanent cathodic protection materials as identified in the tender documents.

3.5.2. CONTRACTOR SUPPLIED MATERIALS AND EQUIPMENT

The Contractor shall supply all remaining materials, consumables, equipment, and services required for successful completion of the Works including:

- a) HDD drilling rig and accessories.



- b) Drill strings.
- c) Rock drilling tools.
- d) Reamers.
- e) Pull heads.
- f) Drilling fluids and additives.
- g) Mud recycling systems.
- h) Hydro testing equipment.
- i) Holiday Testing
- j) Survey equipment.
- k) Temporary facilities.
- l) Safety equipment.

Equipment shall not be older than 10 years, and qualified HDD engineers, welding inspectors, and safety officers shall be deployed.

3.6. CONSTRUCTION AND INSTALLATION

The Contractor shall perform all construction activities including:

- a) Site preparation.
- b) Stringing and pipe handling.
- c) Welding.
- d) NDT.
- e) Field joint coating.
- f) HDD pilot hole drilling.
- g) Reaming operations.
- h) Swab passes.
- i) Pipe pullback.
- j) Tie-ins with existing pipelines.
- k) Hydrostatic testing.
- l) Dewatering and drying.
- m) Commissioning support.

3.7. HDD EXECUTION REQUIREMENTS

Section - II (A) Scope of Work



The Contractor shall utilize HDD equipment suitable for drilling through mixed alluvial deposits including sand, gravel, cobbles, boulders, and weathered rock formations. The Contractor shall submit detailed procedures addressing:

- a) Bore stability.
- b) Fluid loss control.
- c) Stuck pipe prevention.
- d) Tool recovery.
- e) Boulder drilling methodology.
- f) Inadvertent return management.
- g) Emergency response procedures.

3.8. 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.

3.9. QUALITY ASSURANCE AND SAFETY

The Contractor shall implement a project-specific Quality Management System covering all engineering, procurement, construction, welding, coating, testing, and HDD activities. All weld inspections, NDT activities, and hydrostatic testing shall be witnessed and certified by an independent third-party inspection agency approved by SSGC.

3.10. HEALTH, SAFETY AND ENVIRONMENT

The Contractor shall develop and implement a project-specific HSE Management Plan including Job Safety Analysis (JSA), Risk Assessment, Emergency Response Plan, Environmental Management Plan, and Traffic Management Plan.

3.11. PROJECT SCHEDULE AND PROJECT MONITORING

The Contractor shall prepare, submit, maintain, and update a detailed Project Schedule covering all activities necessary for the execution, testing, commissioning, and completion of the Works.

The Contractor shall submit for the Employer's review a baseline schedule developed using Primavera P6, Microsoft Project, or equivalent scheduling software. The schedule shall clearly identify all major activities, milestones, logical relationships, critical path activities, interfaces, procurement activities, engineering deliverables, construction activities, testing, commissioning, and project completion dates.

As a minimum, the schedule shall include:



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

- Engineering and design activities;
- Permits, approvals, and statutory clearances;
- Procurement and delivery of materials and equipment;
- Geotechnical and geophysical investigations (where applicable);
- HDD design and engineering reviews;
- Site mobilization and temporary facilities;
- Pipeline fabrication, welding, and coating activities;
- HDD pilot hole, reaming, and pullback operations;
- Testing, pre-commissioning, and commissioning activities;
- Restoration and demobilization activities; and
- Key contractual milestones.

The Contractor shall submit monthly schedule updates showing actual progress achieved, forecast completion dates, critical path status, percentage completion of activities, and any delays or corrective actions required to maintain the approved completion date.

Approval or review of the Project Schedule by the Employer shall not relieve the Contractor of any responsibility for the timely completion of the Works or compliance with the Contract requirements.

The Contractor shall promptly implement all reasonable measures necessary to recover any delay attributable to the Contractor and maintain achievement of the Contract milestones and Time for Completion at no additional cost to the Employer.

3.12. COMPLETION PERIOD

The total completion period shall not exceed 08 months from the issuance of the Letter of Commencement. Milestones shall include Design Approval, Procurement, HDD Execution, Testing, and Handover.

3.13. 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.

3.14. 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.

3.15. 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



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

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



SECTION - III

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 - 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 - 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 completing project. - Development of workshop at site. - Preparation and proper arrangement for HDD		✓

	work execution with coordination of Owner Engineer at site. 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.	Safety All Personal Protective Equipment (PPE) are in contractor's scope. Minimum PPE, required for the project are: - 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, (for welders only)		√
11.	Material Supply and procurement: - Line pipe - Fittings & Factory bends - Coating Material - Abrasive Grit Blast (Agreed Quantities) - Welding electrodes (Agreed Quantities)	√	
	- 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		√



SECTION - III

PRINCIPAL DOCUMENT

CONDITIONS OF CONTRACT

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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).

"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.



"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 organisation 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

"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:

"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, stamped and signed.



"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 plan, 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 CONTRACTORS 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 OWNERS 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.

- 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.

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 proceeding 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 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 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.



- 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 herof 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.

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 from time 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.



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 such that the OWNER will have





RDD of 24" dia. & 12" dia. QPL at Rishi Naul.

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 Eight (08) 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.

30.3 If, in the reasonable opinion of the Owner, the rate of progress of the Works is insufficient to ensure completion within the prescribed or extended time, and such lack of progress is attributable to the Contractor, the Owner shall notify the Contractor in writing. Upon such notification, the Contractor shall, at its own cost and as it deems necessary—subject to the Owner's approval—take all appropriate measures to expedite progress and ensure completion within the contractual time frame.

CLAUSE 31 RETENTION MONEY

31.1 Retention money of 5% shall be deducted from the payments due to the CONTRACTOR upon processing of all interim bills and will be released after expiry of Maintenance Period.

31.2 The CONTRACTOR shall apply for issuance of a COMPLETION CERTIFICATE to OWNER'S REPRESENTATIVE before submitting invoice for the release of retention money.

31.3 The RETENTION MONEY will be returned to the CONTRACTOR after completion of MAINTENANCE PERIOD of 12 months.

CLAUSE 32 (A) MOBILIZATION, DEMOBILIZATION, AND PAYMENT CONDITIONS

The Contractor shall bear full responsibility for all costs related to the mobilization and demobilization of equipment, manpower, and other resources necessary for the performance of the Works. No separate or additional payments shall be made by the Employer (SSGC) in this regard, regardless of the number of mobilizations or demobilizations required.

The Employer shall not entertain any claims, financial or otherwise, arising from repeated mobilization or demobilization activities due to work stoppages or delays caused by, but not limited to, weather conditions, security concerns, site access restrictions, or any other unforeseen circumstances beyond the control of the Employer.

Payments to the Contractor shall be made strictly in accordance with the agreed progress billing schedule or milestone completion, subject to verification and certification by the Engineer, as outlined in **Clause 33**. No separate payment lines or reimbursement shall be considered for mobilization, demobilization, or any preliminary site establishment costs.

CLAUSE 32(B) IDLE CHARGES

No idle charges whatsoever shall be payable to the CONTRACTOR under any circumstances on account of delay in the availability of work front, materials, right of way, permissions, clearances, shutdowns, or for any other reason beyond the control of the OWNER. The CONTRACTOR shall plan and deploy its resources, equipment, and manpower in accordance with site conditions and the approved work schedule, without any claim for compensation due to idling of labour, equipment, or machinery.

The CONTRACTOR shall not be entitled to any payment or extension of time for such idle periods except where specifically approved in writing by the OWNER, whose decision in this regard shall be final and binding.

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).



- 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.





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

CLAUSE 37 TIMELY COMPLETION

Completion of the WORK within the allotted time period i.e. 08 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 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.

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 Planning & Development Department
Address:	Sui Southern Gas Company Limited SSGC House, ST-4/B, Block 14, Sir Shah Suleman Road, B-14, Quishan-e-Iqbal, Karachi
Telephone No:	021-99021982
Facsimile No:	(021) 99231604

If to the Buyer:

Section - III Principal Document



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.



- 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 SECURITY

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



- (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



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.

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 INVALIDITY

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 received 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.



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 TO 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 money, 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 INDEMNITY 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:

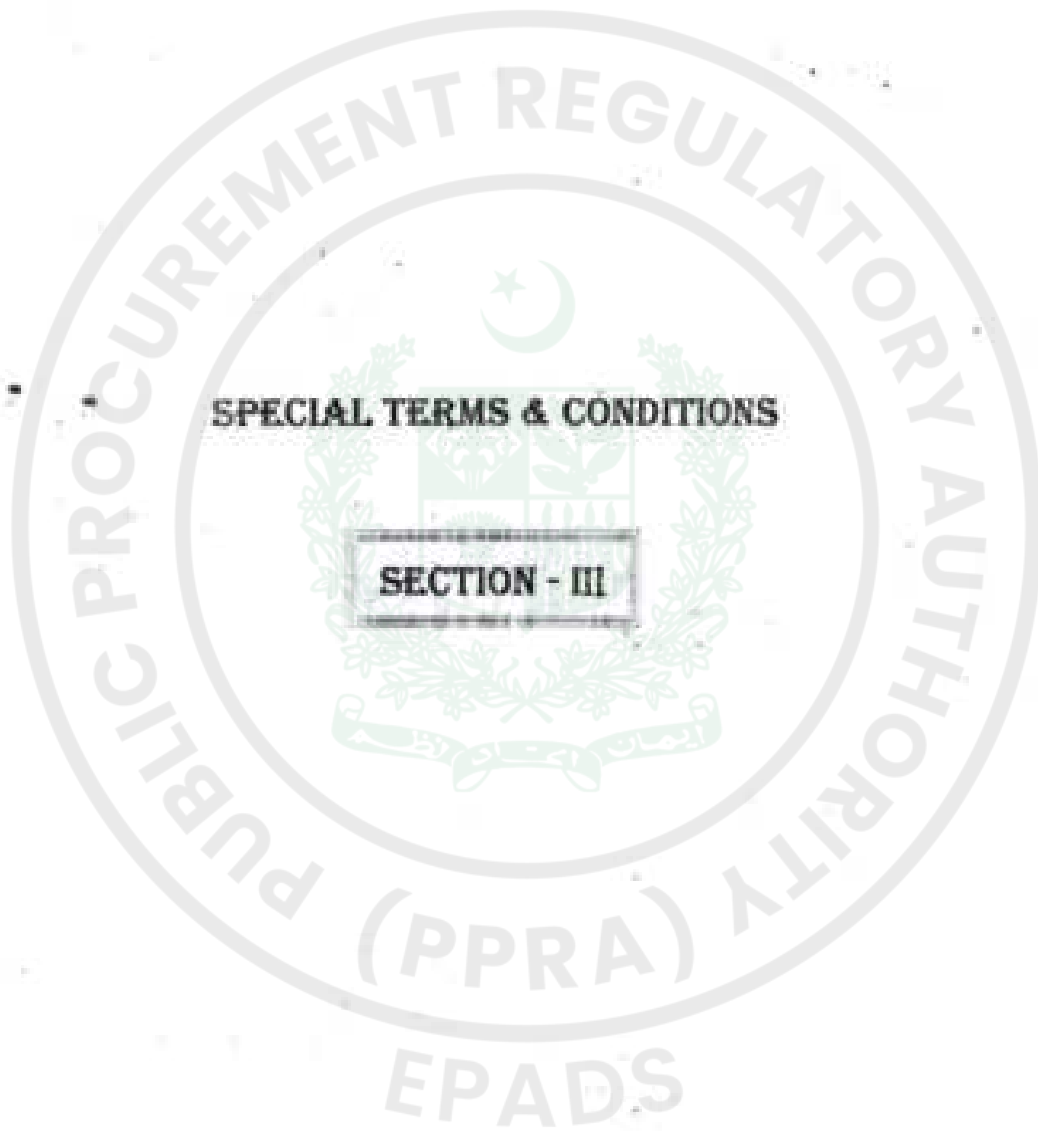
- i. "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- ii. "fraudulent practice" means a material misrepresentation or omission of facts in order 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;



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.





SECTION - III

SPECIAL TERMS & CONDITIONS

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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

Particular emphasis to information of fabrication teams, on quality and



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 Pipeline Works

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

- 7.1.1 Preparation of Right of Way
- 7.1.2 Transportation of pipes from dump location, loading, unloading at Project Site, as per Scope of Work
- 7.1.3 Stringing
- 7.1.4 Reinstatement
- 7.1.5 Bending, cleaning, inspection of pipes and beveling
- 7.1.6 Welding
- 7.1.7 Weighting and Anchoring
- 7.1.8 Coating / Heat Shrinkable sleeves
- 7.1.9 Lowering in
- 7.1.10 Tie-in
- 7.2 Civil Work

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

- 7.2.1 All Pipeline excavation and backfilling of Pipelines
- 7.2.2 Anchor Blocks, Anti-buoyancy Weights, etc. as per Scope of Work.
- 7.2.3 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.

11.4.4 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.

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.
- 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 (Calliper 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, 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 construction 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 oversteering. Any damage to the pipe or coating shall be repaired or replaced by the CONTRACTOR at no additional cost to the OWNER.

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, shoring 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 reports 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:

- 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.

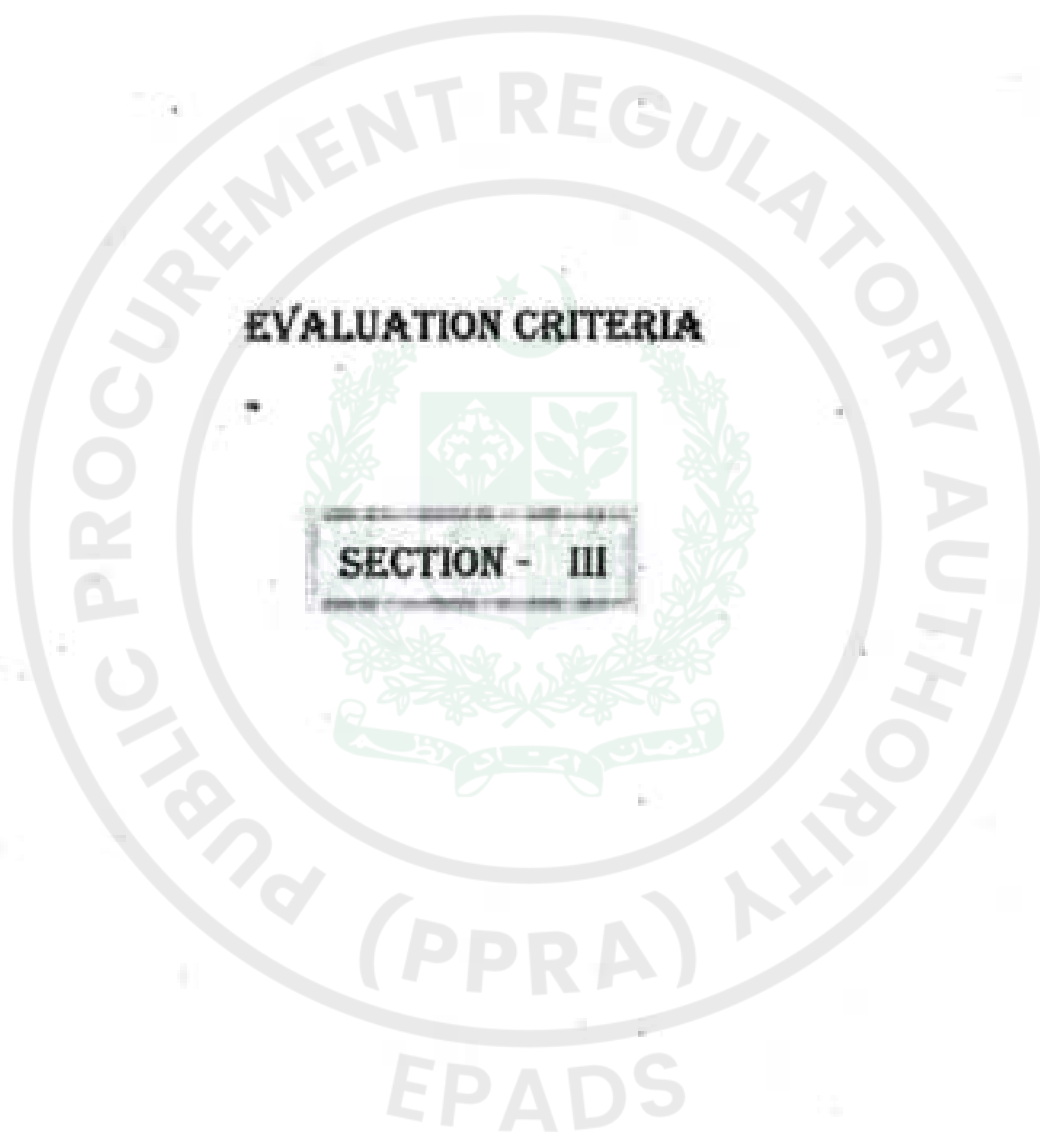


HDD of 24" dia. & 12" dia. QPL at BBI Nand.



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.





SECTION – III

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.	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

Sl No	Description	Max Point
1.	Financial Status Working Capital in last three (03) years as per audited accounts of the firm - Average annual turnover for last three year is more than PKR 500 Million (Total Marks: 20) - Average annual turnover for last three year is less than PKR 500 Million & greater than PKR 250 Million (Total Marks: 10) - Average annual turnover for last three year is less than PKR 250 Million (Total Marks: 0)	30
2.	Quality & Expertise of Key Professional Staff (Form-B1 of Application) Part-I Staff having relevant experience for the assignment a) Project Manager (01 No.) (Total Marks: 04) 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 - Having more than 10 yr. experience & PMP certified. (Total Marks: 04) - Having 10 yr. experience but not PMP certified (Total Marks: 03) - Having less than 10 yr. experience. (Total Marks: 0) b) Project/Site Co-ordinator (01 No.) (Total Marks: 03) Education: BE - Mechanical/ Civil/ Industrial/ Chemical Experience: Atleast 10 Years in Pipeline Construction, Welding, Testing and Commissioning Works - Having more than 10 yr. experience. (Total Marks: 03) - Having 5-10 yr. experience (Total Marks: 1.5) - Having less than 05 yr. experience (Total Marks: 0)	7
3.	Quality & Expertise of Key Professional Staff (Form-B1 of Application) Part-II c) Site Engineer (01 No.) (Total Marks: 03) Education: BE/ ME/ MSc - Mechanical/ Civil/ Industrial/ Chemical Certifications: Valid PEC Experience: 07 Years in Pipeline Construction, Welding, Testing and Commissioning Works - Having more than 07 yr. experience. (Total Marks: 03) - Having 04-07 yr. experience. (Total Marks: 1.5) - Having less than 04 yr. experience. (Total Marks: 0) d) HSE Engineer (01 No.) (Total Marks: 03) Education: BE/ ME/ MSc - Mechanical/ Civil/ Industrial/ Chemical Certifications: Valid PEC, NEBOSH/IOSH Experience: 07 Years in Pipeline Construction, Welding, Testing and Commissioning Works - Having more than 07 yr. experience, NEBOSH/IOSH certified. (Total Marks: 03) - Having 07 yr. experience, but not NEBOSH/IOSH certified (Total Marks: 1.5) - Having less than 04 yr. experience (Total Marks: 0)	6
4.	Quality & Expertise of Key Professional Staff (Form-B1 of Application) Part-III e) QA/QC Engineer (01 No.) (Total Marks: 03) 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 - Having more than 7 yr. experience. (Total Marks: 03) - Having 5-7 yr. experience. (Total Marks: 1.5) - Having less than 05 yr. experience. (Total Marks: 0)	3

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

5.	Fast 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) 05 Nos. project of 12" dia or above (8 marks each project) (Total Marks: 40) Note: Following details are required on form B-3 for pipeline construction projects undertaken in the past: - Project Value - Planned duration and cost - Actual Performance- Duration and Cost - Length of pipeline laid - Resource (manpower and equipment) deployment	40
6.	Construction Equipment & Machinery Following minimum equipment and machinery must be provided by the bidder along with third party fitness/ calibration certifications: - HDD Rig Machine, pulling capacity 200 Tons & above (01 No.) - Wire line Guidewire Tracking system / Dig track device (01 No.) - Mud Mixing unit along with Mud pump Recycling Unit (01 Set.) - Pipe Layer, 30 Tons (01 Nos.) - Welding Plants (2 Nos.) - Crawler, D-7 & D-8 only (1 Nos.) - Backhoe Excavator (2 Nos.) - Rock Cutter/ Jack Hammer (01 Nos.) - Crane, 35-40 tons (01 Nos.) - Low bed trailer (01 Nos.) - High bed trailer (01 Nos.) - 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 mobilisation 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 mobilisation 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 Veritas / SGS / TUV	14
7.	Project Implementation Plan with Methodology and Schedule a) Project Implementation Plan & Methodology (Total Marks: 2.5) - Provide comprehensive implementation plan and methodology of all activities (Total Marks: 2.5) - Provide partial implementation plan and methodology of all activities (Total Marks: 1) - Implementation plan and methodology of all activities not provided (Total Marks: 0) b) Project Execution Schedule (Total Marks: 2.5) - Provided Level 4 Project Execution Schedule (Total Marks: 2.5) - Provided Level 3 Project Execution Schedule (Total Marks: 3) - Provided Level 2 Project Execution Schedule (Total Marks: 1) - Project Execution Schedule not provided (Total Marks: 0)	05
8.	QA/QC system and HSE Policy a) QA/QC Management System (i.e. Project Quality Plan, QIP, Method Statements, QA/QC Forms) (Total Marks: 2.5) - Complete details of QA/QC Management System is provided (Total Marks: 2.5) - Partial details of QA/QC Management System is provided (Total Marks: 1) - No details of QA/QC Management System is provided (Total Marks: 0) b) HSE Policy Document (including HSE Protocol, Emergency plan, HSE Plan/Risk Assessment) (Total Marks: 2.5) - Complete details of HSE policy is provided (Total Marks: 2.5) - Partial details of HSE policy is provided (Total Marks: 1) - No details of HSE policy is provided (Total Marks: 0)	05



Section-VIII Evaluation Criteria

Notes

- Minimum Qualifying Score (Responsiveness) - 70%
- The bidding shall be as per Two 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 – Project Schedule



Annexure B – Contractor's Project Organizational Chart



Annexure C – List of Nominated Sub-contractors



Annexure D – List of Equipment / Resource Mobilization Plan



Form B-1

**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.

Forms



Page 112 of 116

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



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.: _____
Object: _____

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).
- 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: _____

Form A



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 - III

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) or more	

Section-XI Compliance Sheet



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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  (08) 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.	



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/RAT-17/2022-888 dated 08-06-2022 all judicial and non-judicial stamp paper of the denomination of rupee five hundred and above shall be exclusively on e-stamp.
- 3- All kinds of Government Taxes, Duties and Levies against any item of the contract, shall entirely be the responsibility of the Contractor. Income Tax will be deducted as per applicable Law under the prevailing Government Rules. Rate of Income Tax deduction in relation to submission of Income Tax certificate from the Contractor should also be stipulated.
- 4- Bank Guarantee (Bid Bond Guarantee/Performance Bank Guarantee) will be made on Non-Judicial stamp paper at the prevailing rate as specified by the respective Provinces. Further the bidder/contractor submitting the Bid Bond guarantee/Performance Bank guarantee being prepared by the State Bank's schedule banks should ensure that there should be no deletion/insertion/alteration/modification of any terms in the Bid Bond/PBG guarantee format as given in the tender document or else bid will be liable for rejection.
- 5- If the letter to proceed (LTP) by user deptt. is not issued within six months after issuance of letter of intent (LOI), both the parties are at liberty to terminate/revoke the LOI without any claim of loss or damage to the other party.
- 6- The completion period of the said work shall start with effect from the issuance of Letter to Proceed, which in case of work exigencies could be issued prior to signing of formal agreement.
- 7- In case of services and works tenders:
Bids determined to be substantially responsive will be checked by the Procuring Agency for an arithmetic error. Errors will be corrected by the Procuring Agency as follows:
 - a. Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern ; and
 - b. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rates as quoted will govern, unless in the opinion of the Procuring Agency there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- 8- The bidder shall fill in rates and prices for all items of the works / services described in the BOQ. Item against which no rate or price is entered by a bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by rates and prices for other items in the BOQ. Any Bidder who change / amend the BOQ or Price Schedule (description, Quantity, UOM etc.) will render the bid as conditional bid and will be liable for rejection.
- 9- Method For Submission of Bid Bond (Under Single Stage Two Envelope Bidding Procedure):
In case of Single Stage Two Envelope Tenders the fixed bid bond as per clause#09 of General Terms & Conditions to be placed in the Technical Proposal. However, if the bid bond is placed in the financial proposal will also be considered. Without submission of bid bond (either in Technical proposal or financial proposal) the bid will be rejected.
- 10- Bid bond submission (2%) of the bid amount as mentioned in the clause 9 of General Terms & Conditions, to be treated as null & void, however other contents of clause 9 will remain unchanged. The submission of fixed amount of Bid security is appearing in the Schedule of Requirement/Bid Form.



- a) All the bidders are advised to furnish fixed bid security (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 SSOC 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 SSOC, 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- SSOC 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 SSOC tender terms and conditions.
- 22- The bidders/contractors are required to provide their only one Bank Account number (IBAN number) on the 'FORM-X' attached duly signed & stamped as one time information, which shall be firm (not changeable) for all the future payment transactions.
- 23- **Payment:**
The supplier after delivery of goods and its acceptance shall submit invoice to Finance Department of the Company, containing following information i.e.
- Purchase order No. & date
 - Items
 - Quantity
 - Price
 - Invoice value
 - Point of delivery
 - Delivery challan indicating delivery date, etc.
 - 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.

24. 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.

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

26. 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.

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

28. 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-II).

29. 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.

30. 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.

31. Lot/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.

32. 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.

33. 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.

34. 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



35. 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.
36. 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.
37. All Tenders floated through EPADS are to be governed by S.R.O. 296(T)/2023 dated: March 8, 2023 "E-Pak-Procurement Regulations 2023". In case of any conflict between SSOC Tender Terms / Instructions to Bidders and the PPRA EPADS Rules, the S.R.O. 296(T)/2023 will prevail.



SECTION – IV

General Terms & Conditions

1. Definitions and Interpretation:

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

- a) **Company** means the Sui Southern Gas Company Limited, a Company registered under statutes of Pakistan and includes any successors-in-interest or assignees.
- b) **Engineer** means the Engineer(s) nominated by the Company to look after and supervise the Work.
- c) **Representative of the Company** means a duly authorized person appointed by the Company or as specified in the "Special Conditions of the Contract" to perform the assigned duties.
- d) **Bidder** means any person or persons, firm or company bidding for the Work.
- e) **Contractor** means the persons, firm or company whose Tender (as hereinafter defined) has been accepted by the Company and includes the Contractor's representatives, sub-Contractors, successors and permitted assignees (Prior to the execution of the Contract the word "Contractor" also means a Tenderer or Bidder submitting a proposal in accordance with the Tender Documents).
- f) **Agent or Representative** means person(s) appointed by the Contractor to perform duties as set forth in the Contract.
- g) **Laborers/Workmen** means such laborers/workmen and staff as may be employed by the Contractor for purpose of carrying out the Work.
- h) **Sub Contractor** means any firm or person having a direct Contract with the Contractor. Nothing contained herein however, shall be deemed or be construed to impose upon the Company, any obligation, liability or duty to a sub-contractor or to create any contractual relation between any sub-contractor and the Company.
- i) **Work** means whole of the Works / Services or part thereof to be executed in accordance with Tender / Contract documents, whether temporary or permanent and whether original, altered, substituted or additional.
- j) **Contract Documents** shall consist of duly executed Articles of Agreement, the Tender Documents and the Tender submitted by the successful Bidder including modifications thereto incorporated in the documents before and after the execution of the Contract.
- k) **Contract Price/Value** means the sum named in Schedule of (BOM) / 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 whatever 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 at 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 approval/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 when 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 as 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/quotes 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 (Up to 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 only 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, then 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 (5%)** percent of the Contract value. Failure to furnish the performance Bond before execution of the Contract will entitle the Company to consider the Bidder as having abandoned the Contract and 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 three (35) paise 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 is 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 an 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,
1ST FLOOR, HEAD OFFICE, ST-4/B, B-14,
SIR SHAH SULEMAN ROAD,
GULSHAN-E- IQBAL,
KARACHI -PAKISTAN.

Contractor / Consultant's Address:

13. 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.

14. 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".

15. Payments:

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

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

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

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

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

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

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



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

Supplier (s) are required to submit signed and stamped acknowledgement slip, Sale Tax return, Annex "C" & Annex "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 below:

- 26.1 Corrupt and fraudulent practices includes the offering, giving, receiving, or soliciting of anything of value to influence the action of an official/company.
- 26.2 If the supplier/Contractor / Consultant found responsible for the detriment of the company during proceedings of procurement/contract, process or its execution.
- 26.3 Misrepresentation of facts (by providing fake documents, concealing or not 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 (u) 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 Prices:

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.



SECTION - V

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

BID BOND FORMAT

Sul 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 of resulting Contract with 10 days of the acceptance of the Bid.
2. To accept written intimation(s) from you as sufficient evidence of the existence of default or non compliance as aforesaid on the part of the Bidder and to make payment immediately upon receipt of the written intimation.
3. No grant of time or other indulgence to, or composition, or arrangement with the Bidder in respect of the aforesaid Bid with or without notice to us shall in any manner discharge or otherwise, however, affect this guarantee and our liabilities and commitments hereunder.
4. The guarantee shall be binding on us and our successors in interest and shall be irrevocable.
5. This guarantee shall remain valid upto _____

Yours faithfully,

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



PERFORMANCE BOND FORMAT

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

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

Tender Enquiry No SSGC / SC /

Dear Sirs,

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

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



DECLARATION FORM

(FORMAT OF DECLARATION)

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

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

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

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

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

SIGNATURE & STAMP

NOTE

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



CONTRACT FORM

Contract No. SSGC/SC/

ARTICLES OF AGREEMENT

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

WITNESSETH:

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

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

Article-1 Work and Cost of the Work:

- i) In consideration of the covenants and agreements to be kept and performed by the contractor and for the faithful performance of this Contract and the completion of the work embraced therein according to the specifications and conditions herein contained and referred to or agreed to in course of subsequent negotiations and in accordance with the Contract, the Company shall pay and the Contractor shall receive and accept as full compensation for everything furnish and done by the contractor under this agreement as sum of approximately Rs. _____), or such other sums as may be ascertained in accordance with the conditions of Contract, etc. and at rates quoted against each item of work and agreed to and accepted by the parties as one instrument, and at the times and in the manner prescribed by the conditions of the Contract.
- ii) The Contractor at his own proper cost and expense shall do all work and furnish all labour, materials, tools, supplies, machinery and other equipment and plant that may be necessary for the satisfactory completion of all the work 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, entities 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 50 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).



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)]

Bid 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 in the Joint Venture that submits the Bid.]



SECTION-VI

SUI SOUTHERN GAS COMPANY LIMITED

UNDERTAKING OF COMPLIANCE WITH INTEGRATED MANAGEMENT SYSTEM (IMS) MANUAL AND BLACKLISTING MECHANISM

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 the official website:
<https://www.ssgc.com.pk/web/wp-content/uploads/2023/06/IMS-Manual-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. That the bidder has also read, understood, and accepted the Blacklisting Mechanism of Sui Southern Gas Company Limited (SSGC), available at:
https://www.ssgc.com.pk/web/wp-content/uploads/2024/09/blacklisting_mechanism_2024.pdf
6. Any type of violation of the tender terms and non-performance will result in the enforcement of the Blacklisting Mechanism, which will be dealt with in accordance with the Blacklisting Rules/Mechanism.
7. This affidavit is made in good faith and for the purpose of affirming our commitment to health, safety, environmental standards, and compliance with the Integrated Management System (IMS) Manual and the Blacklisting Mechanism of Sui Southern Gas Company Limited (SSGC), as well as all other applicable policies and procedures of SSGC.

Signed at _____ [City] on this _____ day of _____, 20 _____.

Signature: _____
Name: _____
Designation: _____
Company Name: _____
Contact Details: _____

(Company Stamp / Seal Mandatory)

Witnessed by:

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

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



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 _____





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
پروگیورمنٹ ڈیپارٹمنٹ

تمام ڈیپارٹمنٹوں کے لئے معیاری ایڈوائزری

خدمات کی ادائیگی پر سندھ سیلز ٹیکس
(۱ جولائی ۲۰۲۳ سے نافذ العمل)

پس منظر

مطلع کیا جائے کہ:

1. فروری 2024 تک، SSGC نے سندھ میں فراہم کی جانے والی خدمات کے لیے وینڈرز کی انوائس واپس سے سندھ سیلز ٹیکس کی رقم کا 20% کٹ 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 واپس سے سندھ سیلز ٹیکس کی رقم کا 80% کٹ 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 واپس سے سیلز ٹیکس کی رقم کا 20% کٹوتی کرنا ہوگی۔

سندھ سیلز ٹیکس ود ہولڈنگ کا نظریاتی 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 کرنا ہے)۔

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

یہ واضح رہے کہ صرف سندھ ود ہولڈنگ 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۔





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 Sukman 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.

Section-VII Tender Form



Page 03 of 116

Ret II



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

- a. Name of the Company : Sul Southern Gas Company Limited
- b. Name of Work : Horizontal Directional Drilling (HDD) of 24" dia & 12" dia Quema Pipelines at Bibi Nani
- c. Amount of Bid : Rs. _____
in words Rupera _____
- 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 (03) 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 : Eight (08) 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



[Handwritten signature]

Name of bidder or authorised
representative

(In Block Letters)

Dated this _____ day of _____ 2025.

Signature : _____
in the capacity of _____ duly authorised to sign the tender.

For and on behalf of

(Name of the Company with seal/stamp)

Witness

Signature : _____

Name : _____

Address : _____



SCHEDULE OF REQUIREMENT

AND

BID FORM

Sl. NO.	DESCRIPTION OF ITEMS / PART NOS.	QUANTITY	UOM	TOTAL AMOUNT
(1)		(2)	(3)	

HIRING OF SERVICES FOR
HORIZONTAL DIRECTIONAL
DRILLING (HDD) OF 24" DIA. &
12" DIA. QURETA PIPELINE AT
BIRI NALI BALUCHISTAN (AS PER
BOQ)

1 (1) SC143704

1.00

Job

Delivery Schedule:

Fix Bid Bond Amount in PKR: 4,200,000

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) Increase 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.

SIGNATURE OF BIDDER: _____

NAME.....: _____

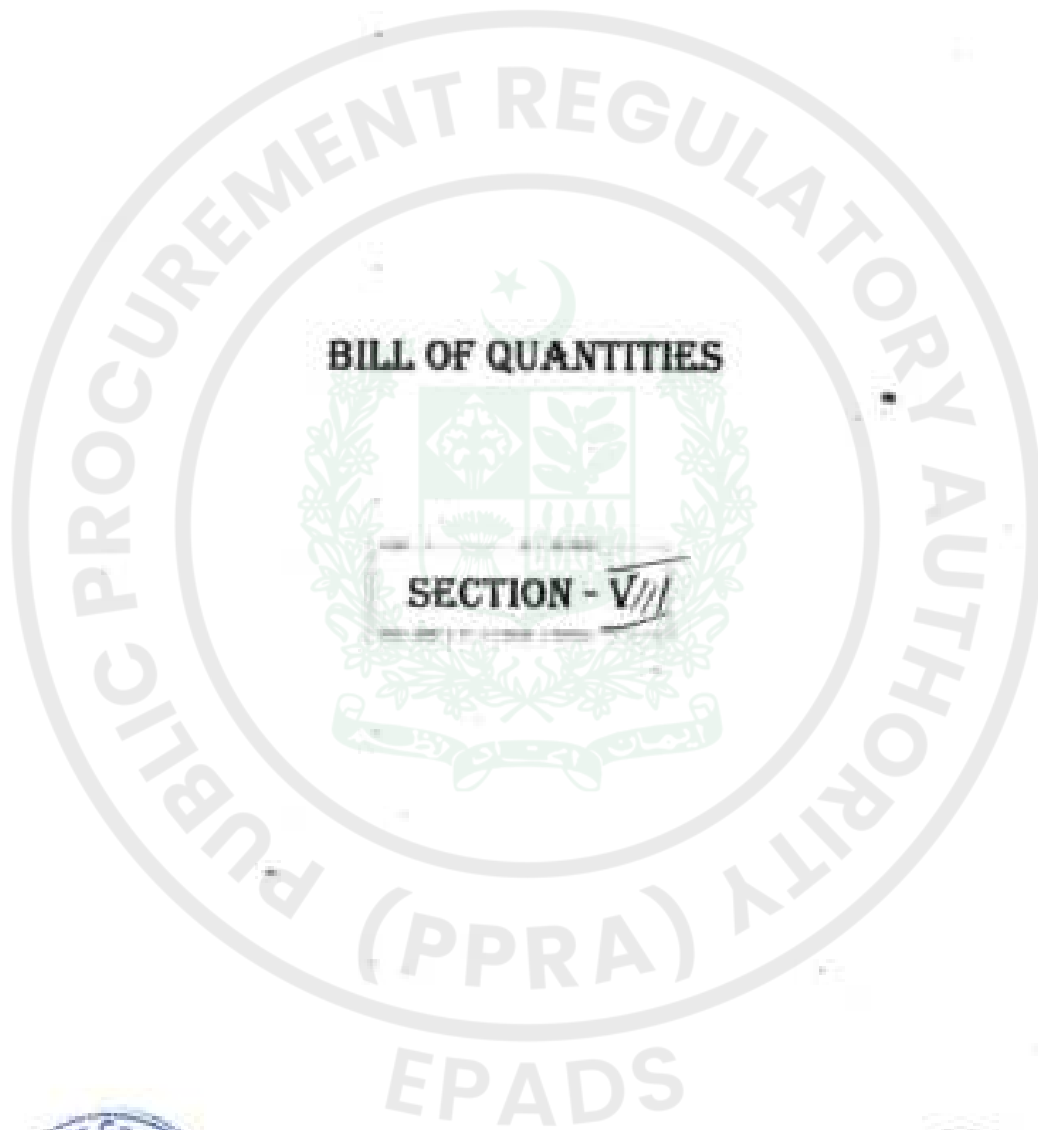
NAME OF BIDDER.....: _____

STAMP.....: _____

DATE.....: _____



Sealed Financial Proposal



SECTION - V

BILL OF QUANTITIES

SECTION A - GEOTECHNICAL INVESTIGATION				
Item #	Description	Unit	Qty.	Rate
A-1	Site establishment, drilling spread setup, transportation of equipment, temporary facilities and final site clearance	L.S.	1	
A-2	Site reconnaissance, access arrangements and survey of borehole locations	L.S.	1	
A-3	Percussion Drilling of boreholes including casing, sampling and logging. (up to 30 meters depth depending on the availability of hard strata)	Nos.	03	
A-4	Standard Penetration Tests (SPT) at 1.5 m intervals in accordance with ASTM D-1586	No.	60	
A-5	Collection, preservation and transportation of soil samples obtained during SPT	No.	60	
A-6	Laboratory testing of soil samples including all specified tests	L.S.	1	
A-7	Groundwater sampling and laboratory testing	No.	3	
A-8	Geophysical investigations (ERT and/or Seismic Refraction Survey) (Optional)	L.S.	1	
A-9	Geotechnical Data Report (GDR)	L.S.	1	
A-10	Geotechnical Baseline Report (GBR)	L.S.	1	
A-11	Final Geotechnical Report with HDD recommendations	L.S.	1	
SECTION B - DETAILED ENGINEERING & DESIGN				
B-1	Topographical survey and route verification	L.S.	1	
B-2	HDD alignment selection and profile design	L.S.	1	
B-3	Engineering design for 12-inch QPL HDD crossing	L.S.	1	
B-4	Engineering design for 24-inch HDD crossing	L.S.	1	
B-5	Temporary works design and construction methodology	L.S.	1	
B-6	Tie-in engineering and shutdown planning	L.S.	1	
B-7	Preparation of AFC drawings and calculations	L.S.	1	
B-8	Preparation of as-built drawings and completion of dossier	L.S.	1	



SECTION C - HDD SITE ESTABLISHMENT & TEMPORARY WORKS				
Item #	Description	Unit	Qty.	Rate
C-1	HDD spread setup including drilling rig, ancillary equipment, support machinery and subsequent removal upon completion	L.S.	1	
C-2	Mud recycling and solids control system setup and operation	L.S.	1	
C-3	Establishment of entry and exit work areas	L.S.	1	
C-4	Survey control network and alignment setup	L.S.	1	
C-5	Temporary power generation, lighting and utilities	L.S.	1	
C-6	Drilling fluid preparation, storage and containment facilities	L.S.	1	
C-7	Environmental protection and spill containment measures	L.S.	1	
C-8	Site restoration and reinstatement	L.S.	1	
WORKSTREAM A - HDD CROSSING OF 12-INCH QPL PIPELINE				
A1-1	Setting out and survey verification	L.S.	1	
A1-2	Preparation of entry and exit pads	L.S.	1	
A1-3	Entry and exit pit excavation and backfilling	No.	02	
A1-4	Handling, stringing and alignment of employer-supplied pipe	m	800	
A1-5	Welding of 12-inch pipe joints	No.	75	
A1-6	Field joint coating and coating repairs	No.	75	
A1-7	Holiday testing of coated pipe	m	800	
A1-8	Fabrication and installation of HDD pull head	No.	1	
A1-9	Pilot hole drilling	m	350	
A1-10	First pre-reaming pass	m	350	
A1-11	Second pre-reaming pass	m	350	
A1-12	Additional reaming passes, if required	m	350	
A1-13	Swab pass and bore conditioning	m	350	
A1-14	Pullback installation of 12-inch pipeline	m	350	
A1-15	Removal of pull head and pipe end preparation	No.	1	
A1-16	Tie-in welding to existing pipeline	No.	2	
A1-17	Field coating of tie-in joints	No.	2	
A1-18	Hydrostatic testing of completed section	L.S.	1	
A1-19	Dewatering, gauging, cleaning and drying	L.S.	1	
A1-20	Pre-commissioning activities	L.S.	1	
A1-21	Commissioning support	L.S.	1	
A1-22	As-built survey and records	L.S.	1	
WORKSTREAM B - HDD CROSSING OF 24-INCH QPCEP PIPELINE				
B1-1	Setting out and survey verification	L.S.	1	
B1-2	Preparation of entry and exit pads	L.S.	1	

Item #	Description	Unit	Qty.	Rate
B1-3	Entry and exit pit excavation and backfilling	No.	02	
B1-4	Handling, stringing and alignment of employer-supplied pipe	m	800	
B1-5	Welding of 24-inch pipe joints	No.	75	
B1-6	Field joint coating and coating repairs	No.	75	
B1-7	Holiday testing of coated pipe	m	800	
B1-8	Fabrication and installation of HDD pull head	No.	1	
B1-9	Pilot hole drilling	m	350	
B1-10	First pre-reaming pass	m	350	
B1-11	Second pre-reaming pass	m	350	
B1-12	Third pre-reaming pass	m	350	
B1-13	Additional reaming passes, if required	m	350	
B1-14	Swab pass and bore conditioning	m	350	
B1-15	Pullback installation of 24-inch pipeline	No.	1	
B1-16	Removal of pull head and pipe end preparation	No.	2	
B1-17	Tie-in welding to existing pipeline	No.	2	
B1-18	Field coating of tie-in joints	L.S.	1	
B1-19	Hydrostatic testing of completed section	L.S.	1	
B1-20	Dewatering, gauging, cleaning and drying	L.S.	1	
B1-21	Pre-commissioning activities	L.S.	1	
B1-22	Commissioning support	L.S.	1	
B1-23	As-built survey and records	L.S.	1	
SECTION D - QA/QC, HSE & PROJECT CONTROLS				
D-1	Project Quality Management Plan	L.S.	1	
D-2	Inspection and Test Plan (ITP)	L.S.	1	
D-3	Welding Procedure Qualification Records (PQR/WPS)	L.S.	1	
D-4	HSE Management Plan	L.S.	1	
D-5	Risk Assessments and Job Safety Analyses	L.S.	1	
D-6	Daily, weekly and monthly progress reporting	L.S.	1	
D-7	Environmental monitoring and compliance	L.S.	1	
D-8	Final completion report	L.S.	1	
D-9	Final documentation dossier	L.S.	1	
SECTION E - SITE REINSTATEMENT				
E-1	Removal of temporary works	L.S.	1	
E-2	Removal of drilling fluids, slurry and waste materials	L.S.	1	
E-3	Disposal of waste at approved locations	L.S.	1	
E-4	Restoration of work areas to original condition	L.S.	1	



Item #	Description	Unit	Qty.	Rate
E-5	Final environmental close-out inspection	L.S.	1	

Note - No separate payment shall be made for mobilization, demobilization, transportation, deployment of manpower, establishment of camps, assembly/disassembly of equipment, accommodation, logistics, security arrangements, insurances, permits, temporary facilities or any incidental works. All such costs shall be deemed included in the rates and prices entered against the relevant BOQ items.

No.	Description of Work	Amount (PKR)
1	Section A – Geotechnical Investigation	
2	Section B – Detailed Engineering	
3	Section C – HDD Site Establishment and temporary works	
4	Workstream A – HDD of 12" dia. QPL pipeline	
5	Workstream B – HDD of 24" dia. QPCEP	
6	Section D – QA/QC, HSE & Project Controls	
7	Section E – Site Reinstatement	

The bids are invited on a lump-sum basis. The Bill of Quantities (BOQ) is provided solely for the purpose of bid evaluation. No claim of increase/ decrease in quantity of work will be claimable by either party (SSGC or the Contractor).

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.



Section-V Bill of Quantities

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(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 Total Station, line locator, ultrasonic thickness gauge, coating holiday detector, and all necessary instruments required for alignment control, chainage marking, and built survey shall be arranged by the CONTRACTOR.

Section-V Bill of Quantities



- 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:
- Welding Procedure Specification (WPS), Procedure Qualification Record (PQR), and Welder Qualification Test (WQT).
 - Inspection and Test Plan (ITP), Project Quality Plan (PQP), and all QA/QC procedures related to HDD works.
 - 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 CR, 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.



Rev III



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

PAYMENT MODE / MILE STONE PAYMENT

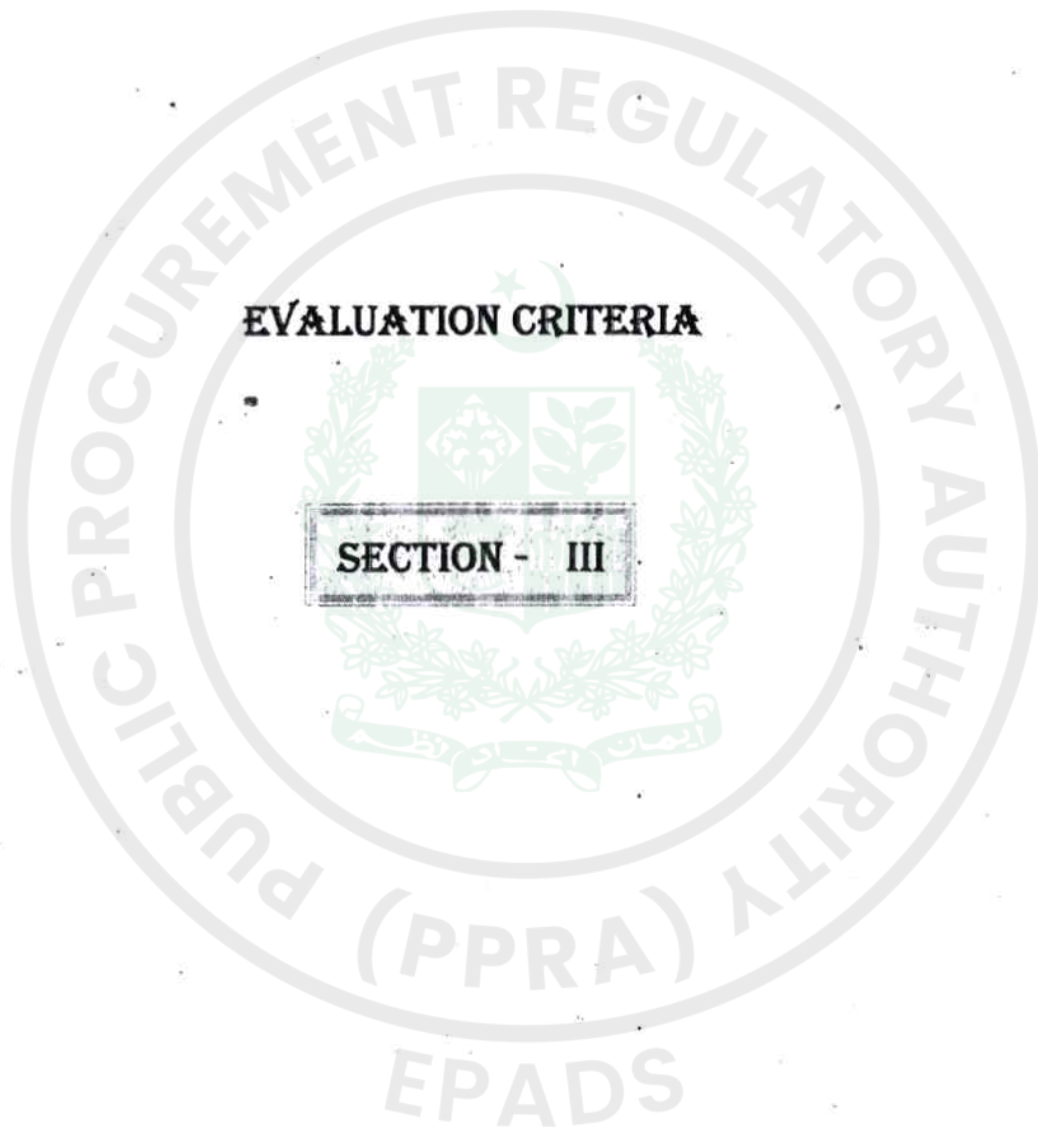
100% of the contract value shall be paid progressively based on completion of the following key milestones, verified by SSGC Engineer In-Charge.

Stage	Milestone	Payment %age
1	WORKSTREAM A - HDD OF 12" DIA. QPL	
	a. Completion of Pilot Bore	10%
	b. Completion of 1 st , 2 nd pre-reaming and reaming passes	5%
	c. Completion of Pull back and installation	5%
2.	WORKSTREAM B - HDD OF 24" DIA. QPCEP	
	a. Completion of Pilot Bore	10%
	b. Completion of 1 st , 2 nd , 3 rd pre-reaming and reaming passes	15%
	c. Completion of Pull back and installation	50%
3	Submission of Final Dossiers with As-builts and site restoration	5%

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

- i) 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:** 08 Months 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.





Section-VIII Evaluation Criteria



SECTION - III

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.	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.		



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

➤ GENERAL REQUIREMENT

S# No	Description	Max Point
1.	Financial Status Working Capital in last three (03) years as per audited accounts of the firm - Average annual turnover for last three year is more than PKR 500 Million (Total Marks: 20) - Average annual turnover for last three year is less than PKR 500 Million & greater than PKR 250 Million (Total Marks: 10) - Average annual turnover for last three year is less than PKR 250 Million (Total Marks: 0)	20
2.	Quality & Expertise of Key Professional Staff (Form-B1 of Application) Part-I Staff having relevant experience for the assignment a) Project Manager (01 No.) (Total Marks: 04) 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. - Having more than 10 yr. experience & PMP certified. (Total Marks: 04) - Having 10 yr. experience but not PMP certified. (Total Marks: 02) - Having less than 10 yr. experience. (Total Marks: 0) b) Project/Site Co-ordinator (01 No.) (Total Marks: 03) Education: BE – Mechanical/ Civil/ Industrial/ Chemical Experience: Atleast 10 Years in Pipeline Construction, Welding, Testing and Commissioning Works - Having more than 10 yr. experience. (Total Marks: 03) - Having 5-10 yr. experience (Total Marks: 1.5) - Having less than 05 yr. experience (Total Marks: 0)	7
3.	Quality & Expertise of Key Professional Staff (Form-B1 of Application) Part-II c) Site Engineer (01 Nos.) (Total Marks: 03) Education: BE/ ME/ MSc – Mechanical/ Civil/ Industrial/ Chemical Certifications: Valid PEC Experience: 07 Years in Pipeline Construction, Welding, Testing and Commissioning Works - Having more than 07 yr. experience. (Total Marks: 03) - Having 04-07 yr. experience. (Total Marks: 1.5) - Having less than 04 yr. experience. (Total Marks: 0) d) HSE Engineer (01 Nos.) (Total Marks: 03) Education: BE/ ME/ MSc – Mechanical/ Civil/ Industrial/ Chemical Certifications: Valid PEC, NEBOSH/IOSH Experience: 07 Years in Pipeline Construction, Welding, Testing and Commissioning Works - Having more than 07 yr. experience, NEBOSH/IOSH certified. (Total Marks: 03) - Having 07 yr. experience, but not NEBOSH/IOSH certified. (Total Marks: 1.5) - Having less than 04 yr. experience (Total Marks: 0)	6
4.	Quality & Expertise of Key Professional Staff (Form-B1 of Application) Part-III e) QA/QC Engineer (01 Nos.) (Total Marks: 03) 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 - Having more than 7 yr. experience. (Total Marks: 03) - Having 5-7 yr. experience. (Total Marks: 1.5) - Having less than 05 yr. experience. (Total Marks: 0)	3

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

5.	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) 05 Nos. project of 12" dia or above (8 marks each project) (Total Marks: 40) Note: Following details are required on form B-3 for pipeline construction projects undertaken in the past: - Project Value - Planned duration and cost - Actual Performance- Duration and Cost - Length of pipeline laid - Resource (manpower and equipment) deployment	40
6.	Construction Equipment & Machinery Following minimum equipment and machinery must be provided by the bidder along with third party fitness/ calibration certifications: - HDD Rig Machine, pulling capacity 200 Tons & above (01 No.) - Wire line Guidance Tracking system /Digi track device (01 No.) - Mud Mixing unit along with Mud pump Recycling Unit (01 Set.) - Pipe Layer, 50 Tons (01 Nos.) - Welding Plants (2 Nos.) - Dozer, D-7 & D-8 only (1 Nos.) - Backhoe Excavator (2 Nos.) - Rock Cutter/ Jack Hammer (01 Nos.) - Crane, 35-40 tons (01 Nos.) - Low bed trailer (01 Nos.) - High bed trailer (01 Nos.) - 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
7.	Project Implementation Plan with Methodology and Schedule a) Project Implementation Plan & Methodology (Total Marks: 2.5) - Provide comprehensive implementation plan and methodology of all activities (Total Marks: 2.5) - Provide partial implementation plan and methodology of all activities (Total Marks: 1) - Implementation plan and methodology of all activities not provided (Total Marks: 0) b) Project Execution Schedule (Total Marks: 2.5) - Provided Level 4 Project Execution Schedule (Total Marks: 2.5) - Provided Level 3 Project Execution Schedule (Total Marks: 2) - Provided Level 2 Project Execution Schedule (Total Marks: 1) - Project Execution Schedule not provided (Total Marks: 0)	05
8.	QA/QC system and HSE Policy a) QA/QC Management System (i.e. Project Quality Plan, QIP, Method Statements, QA/Qc Forms) (Total Marks: 2.5) - Complete details of QA/QC Management System is provided (Total Marks: 2.5) - Partial details of QA/QC Management System is provided (Total Marks: 1) - No details of QA/QC Management System is provided (Total Marks: 0) b) HSE Policy Document (including HSE Protocol, Emergency plan, HSE Plan/Risk Assessment) (Total Marks: 2.5) - Complete details of HSE policy is provided (Total Marks: 2.5) - Partial details of HSE policy is provided (Total Marks: 1) - No details of HSE policy is provided (Total Marks: 0)	05



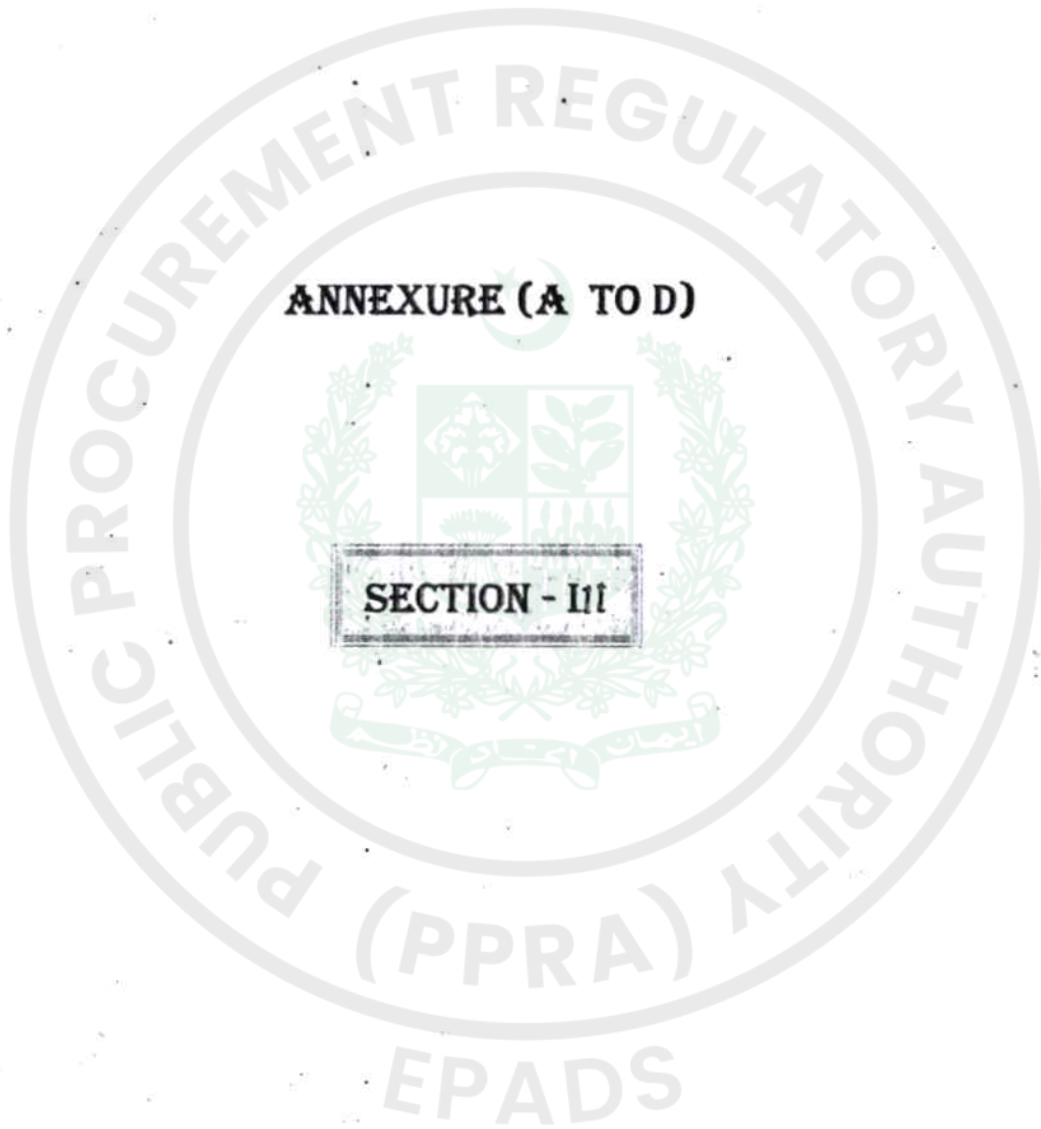
Section-VIII Evaluation Criteria

Notes

- Minimum Qualifying Score (Responsiveness) - 70%
- The bidding shall be as per Two 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.



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



Section-IX Annexures



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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



**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.

Forms



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 Clint :
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



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.: _____
Object: _____

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: _____

Forms



HDD of 24" dia. & 12" dia QPL 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.



Forms



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