

SSGC|LPG

SSGC LPG LIMITED

Human Resource Services required from Services Provider Firms are applicable to the entire firm and are not confined to any department or function such as managing facilities, Supplies, Security, Maintenance and other Support Services

Under Single Stage Two Envelopes Bidding Procedure

Tenders shall be enclosed in plain sealed envelope marked as:

“STRICTLY CONFIDENTAIL”
“Human Resource Services Required”

Bid Opening date & time: 24-02-2025 at 1530 Hrs

Bid Closing date & time: 24-02-2025 at 1600 Hrs

FIXED Bid Bond Rs Rupees One Million Three Hundred Fifteen Thousand Rupees (1,315,000/=)

Venue

Procurement Department

SSGC LPG Limited

SSGC LDC Building, Karachi Terminal, Opposite Safari Park

Main University Road, Karachi



M/s _____

Human Resource Services Required from Services Provider Firms are applicable to the entire firm and are not confined to any department or function such as managing facilities, Supplies, Security, Maintenance and other Support Services Under Single Stage Two Envelopes Bidding Process

“INVITATION TO BID”
Tender Enquiry No SLL-1046

Section-I

SSGC LPG Limited (SLL) intend to carry out the services of Human Resource Services required from Services Provider Firms are applicable to the entire firm and are not confined to any department or function such as managing facilities, Supplies, Security, Maintenance and other Support Services as per (Criteria / BOQ/T&C) (Under Single Stage Two Envelope Bidding Procedure).

The Company invites to submit Technical Proposals 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 offer 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, who wish to attend.

The Priced bids shall be submitted along with FIXED Bid Bond Rs FIXED Bid Bond Rs Rupees One Million Three Hundred Fifteen Thousand Rupees (1,315,000/=) in the form of Pay Order / Demand Draft in favor of SSGC LPG Limited SLL. No bid shall be entertained without bid bond / earnest money.

The bidder shall submit an undertaking with “**Technical Proposal**” which is mandatory that they have enclosed bid bond (earnest money) in the “**Financial Proposal**” envelope.

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 comprises the following:

| Description | |
|--------------------|--|
| Section: I | Invitation to Bid |
| Section: II | Instruction to Bidders |
| Technical Proposal | |
| Section: III | Scope of Work and Deliverables |
| Section: IV | Special Conditions of Tender Documents |
| Section: V | General Terms & Condition |
| Section: VI | Technical Evaluation Criteria |
| Section: VII | Forms-1, to V |



| Financial Proposal | |
|---------------------------|-----------------------------------|
| Section: VIII | Bill of Quantity B.O.Q / Bid Form |
| Section: IX | Forms: - |
| | Bid Bond Format- Annex - A |
| | Performance Bond Format Annex - B |
| | Contract Form Annex - C |
| | Declaration form Annex - D |
| Section: X | SSTW-05/ Form "X" |

Application for technical and financial proposals will be received at:



Procurement Department
SSGC LPG Limited (SLL)
SSGC LDC Building, Karachi Terminal,
Main University Road, Karachi
Cell # 0322-8213184, 0322-8213169

On or before at 24-02-2025 and only Technically Proposals will be publicly opened at 1600 Hours on same day after half an hour of bid submission closing time at the above address, in the presence of bidders and / or their authorized presentative who may wish to attend.

Tenders shall be enclosed in plain sealed envelope marked as:

"STRICTLY CONFIDENTIAL"

Human Resource Services Required from Services Provider Firms are applicable to the entire firm and are not confined to any department or function such as managing facilities, Supplies, Security, Maintenance and other Support Services

Tender Enquiry No SLL-1046



SECTION:II
Instructions to Bidder

- 1) All rates quoted in the prescribed 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, SSGC LPG Ltd. (SLL), SSGC LDC Building, Karachi Terminal, Main University Road, 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 wish to attend.
- 3) All original bid documents accompanied with the bid bond shall be submitted by the Bidder. 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) 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 may bear its seal and be duly signed.
- 5) Bids shall be submitted strictly in accordance with the requirements of the Tender Documents and as per specifications.
- 6) Bids shall remain valid for acceptance for a period of One Twenty (120) days from the date of public opening of Bids.
- 7) The Company shall not reimburse any expenses incurred in preparation of Bids.
- 8) The Bid and all subsequent correspondence shall be in the English language.
- 9) Payment for the Contracted Work / Services will be made in PKR only. The rates quoted by the Bidder shall therefore, be in PKR.
- 10) In case of any queries / clarification with regard to this Tender, the same may be forwarded to Procurement Department up to 5 days before the bid opening date, thereafter the request will not be considered.
- 11) The Company reserves the right to reject all Bids without assigning any reason and cancel the bidding process.
- 12) In case of any conflict between the Special Terms & Conditions and elsewhere in the tender documents, the Special Conditions of Tender will supersede & prevail.
- 13) Each and every page of the bid documents being submitted by the bidders should be signed and stamped failing which the bid may be liable for rejection.
- 14) 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 email: zeeshan.haider@ssgclpg.com
- 15) Conditional Bid will not be accepted and liable to be rejected.
- 16) The quoted unit price and corresponding total price shall be inclusive of all duties and tax and excluding provincial Sales Tax as per provincial laws.
- 17) 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 with the evaluation criteria.
- 18) Bidders must ensure that they comply with all relevant legal and regulatory requirements pertaining to their business and the execution of the contract.
- 19) Bidders are required to disclose any conflicts of interest that may arise from their participation in this tender process.
- 20) Bidders are advised to organize their tender files for easy navigation by flagging each mandatory requirement with markers that correspond to the specific letters or numbers outlined in our tender document. all sections should be clearly labeled and flagged for quick reference.
- 21) The Bidder shall submit a declaration on the prescribe format confirming that the Contractor complies with the required criteria and has made full disclosure. The Bidder accepts full responsibility for any false declarations or misrepresentations and affirms the intention not to obtain the contract through fraudulent or corrupt practices. Additionally, the Bidder acknowledges responsibility for any damages or losses incurred by SLL as a result of these factors.



TECHNICAL PROPOSAL



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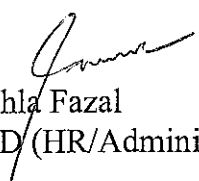
HR Services providers. Services that are applicable to the entire firm and are not confined to any department or function such as Managing Facilities, Supplies, Security, Maintenance, and other Support Services
Tender Enquiry # SSGC LPG SLL-1046

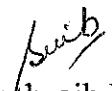
Section: III

Scope of Work

1. Scope of Work and Deliverables

- a) The Service provider shall be solely responsible for the performance of the assigned Services as required by the Company. The Service provider shall not assign whole or any part of the Services without prior written consent of the Company and such consent, if given, shall not relieve the service provider from any of its liability or obligation under the Agreement and the Service provider shall remain responsible for the good conduct and behavior of any of its employees, agents and or subservice provider providing services under the Agreement.
- b) The Service provider's employees shall not conduct themselves in a manner prejudicial to the business of the Company, Service provider shall withdraw such employees from providing any further services under the Agreement, and replace such employee(s) with an appropriate substitute acceptable to the Company, provided that the same shall not in any way be made as exercise of control or supervision of the Service provider employees by the Company, which shall at all cost be the sole responsibility of service provider.
- c) The Service provider shall be solely responsible for the conduct of personnel employed for the performance of assigned job, and would ensure the adherence of Company policies etc.
- d) Service provider shall keep the Company indemnified at all time against any acts, claims, damages arising during the Contract duration or at any time thereafter, due to the non-compliance of any of the Contract terms and or Statutory Rules and Regulations and any other law as amended from time to time.
- e) All the statutory obligations including insurance, EOBI, ESSI & Education CESS are required to be fulfilled in accordance with the law. Registration with Employee Social Security Institution (ESSI) and Employee Old Age Benefits Institution (EOBI) is a must.
For ESSI, depending on the location of your business, you will need to register with any of the following:
 - Punjab Employees Social Security Institution (PESSI).
 - Sindh Employees Social Security Institution (SESSI).
 - Islamabad Capital Trade (ICT).
 - Khyber Pakhtunkhwa Employees Social Security Institution (KPSSI).
- f) It is hereby expressly agreed and understood that all such employee(s) as may be employed by the Service provider in connection with the contract or otherwise shall exclusively be the employees of the service provider and the Company shall not be responsible in any way for their wages (EOBI), Social Security, Group Life Insurance of other dues, claims or terminal benefits which may arise in connection with their employment with the Service provider for providing services under the Agreement.
- g) The service provider shall render services as per company's requirement on as and when basis
- h) Proper registration with tax authorities in respective categories (NTN & Federal and provincial Sales tax authorities) In case of reduce sales tax rates the sales tax amount will be added back in the cost.
- i) Proper Registration as a HR Service provider with relevant tax authorities.
- j) Each employee of Service provider shall possess Pakistan's Computerized National Identity Card ("CNIC") and should be of good moral character and there should not be any pending criminal proceedings against him / her in any court of law including involvement in any form of offensive addiction.


Shehla Fazal
HOD (HR/Administration)


Shahzaib Raheem
Assistant Manager (HR)



HR Services providers. Services that are applicable to the entire firm and are not confined to any department or function such as Managing Facilities, Supplies, Security, Maintenance, and other Support Services

Tender Enquiry # SSGC LPG SLL-1046

- k) The Service provider is responsible for the due and proper observance of all laws including Labor Laws applicable to the service provider and his employees, in nexus to providing services under the Agreement. Service provider shall regularly, periodically and whenever require by the Company, provide the Company proof of due performance and due discharge of Service provider's obligations. Service provider hereby indemnifies the Company against all claims of whatsoever nature in the regard.

2. **Services Charges**

Service Providers (Bidders) shall quote the 'Service Charges' in percentage applicable to their employees 'Gross Salary' only. The following components shall at least be considered by the Service Providers in computing the 'Service Charges' percentage:

- All statutory benefits & taxes encompassing:

- a) Withholding (WHT) tax at prevailing rates
- b) EOBI (Employee's Old-Age Benefits Institution)
- c) ESSI (Employee's Social Security Institution):
If required, Province wise, separate percentages to be quoted for ESSI as applicable on eligible employees only.
- d) Education CESS
- e) Group Life Insurance (as per prevailing laws)
- f) Any other statutory benefit imposed or revoked by the Government of Pakistan from time to time.

- Provincial Sales Tax will be charged by the successful bidder as per applicability.

Gratuity benefit & bonuses shall not be included in the Bidder's quoted service charges and shall be applicable and be charged to SSGC LPG separately at actual and on occurrence. Group Health Insurance shall also not be included in Bidder's quoted service charges and shall be charges to SSGC LPG separately.

Moreover, separate service charges must be provided for overtime and other allowances. These charges shall encompass WHT and other taxes, while excluding provincial taxes.

3. **Obligation**

- a) This agreement shall be governed by and construed in accordance with substantial and procedural laws of Pakistan.
- b) If, at any time disagreement or dispute ("Dispute") arises between the parties out of or in respect of the agreement, the parties shall endeavor to settle such dispute amicably, failing which any such dispute shall be finally settled by arbitration in accordance with Pakistan Arbitration Act 1940, by a single / sole Arbitrator, who shall be a retired Judge of the High Court of Sindh. The award of the arbitrator shall be final and binding upon the parties, who shall give full effect thereto. The arbitration shall be conducted at Karachi in the English Language.
- c) Services will be required at Company's premises anywhere in Pakistan varying on the Company's requirement from time to time.

4. **Termination**

In case of unsatisfactory performance, misconduct or non-compliance of company rules / policy or safety system of the Service provider or its provided employees, the Contract / Agreement may be terminated with prior written notice of 30 Days. In such case, the service provider will have to provide replacement on urgent basis on priority.

5. **Payments**

The Service provider has to disburse the monthly payment as mentioned below:

Shehla Fazal
HOD (HR/Administration)

Shahzaib Raheem
Assistant Manager (HR)



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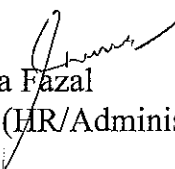
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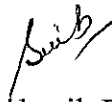
- a) Monthly Payment for 30 /31 days shall be disbursed not later than 28th day of same month including extra hours if any.
- b) In the month where any religious festival comes the disbursement will be as and when required by the company.
- c) The Service provider has to ensure safe disbursement of payments to each individual labor at its own risk and security arrangement.
- d) The Service provider shall be responsible for the carrying of cash to the designated worksites at its own risk and security arrangement.

6. Other Terms

To provide services as per Annexure A to meet the requirement to be used in the areas of Sindh, Baluchistan, Punjab and KPK

- a. The COLA should be distributed in percentage form which is required to be adjusted on yearly basis without affecting the service charges quoted at the time of bid submission
- b. The service provider ensures redundancy for each service provided so that there is no gap of service rendered to company.
- c. Notwithstanding other provisions of the agreement, the service provider hereby agrees to indemnify and hold the company harmless from any claims, actions, demands and losses to the extent arising from acts of error and omissions of Service provider, its personal or agents, which result in injury, to persons or property, provided however, that Service provider liability hereunder shall be limited to actual and not consequential damage, or loss and shall not exceed the limits of the insurance coverage specifies herewith 0.5 million per occurrence to 1 million annual aggregate.
- d. Service provider shall ensure that his employees, attorney, officers, directors, service providers, subservice providers consultants and agents and each of its respective permitted successors and assigns will hold in confidence all documents and other information, which is of a confidential nature, supplied to it by or on behalf of the Company relating to the assigned work and shall not (save as required by law or appropriate regulatory authorities or prospective lenders, or investors in or investors as aforesaid), disclose or use the same for any of its obligations other than as set out under the Contract. If the Contract is terminated for any cause of the Contract, Service provider undertakes to deliver to the Company or to its designated representatives all confidential information and to destroy all related notes, report analysis, compilation studies and other documents and similar materials and copies thereof. Any confidential information provided, disclosed or revealed to the Service provider, its officers, employee's agents and representatives prior to the date hereof shall be subject to all the terms of the provisions contained herein. The provision of this clause of the contract shall survive the termination of the Contract, until such time as all such information has been returned to the company. Any study, report or other material prepared by the Service provider under the contract shall belong to and remain the property of the Company to the complete exclusion of Service provider and Service provider shall not during the term of the Contract and with the expiration disclose any proprietary or confidential information relating to the Contract or the Company or business or operation without prior written consent of the Company.


Shehla Fazal
HOD (HR/Administration)


Shahzaib Raheem
Assistant Manager (HR)



Section -
Special Conditions of Tender Document
Tender Enquiry No. SLL/SC/1046

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



The submission of fixed amount of Bid security is appearing in the Schedule of Requirement/Bid Form.

- a) All the bidders are advised to furnish fixed bid security amount appearing in Schedule of Requirement/Bid Form, failing which their bid will be rejected.
 - b) The submission of fixed amount of bid security is also mandatory for all the bids valuing Rs.1,315,000/=.
 - 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 mentioned in the **General Terms & Conditions** which will become an integral part of Tender Documents enforced in true letter & spirit.
 14. 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.
 15. **Contracts of Contractors**
In the event the contractor is not willing to extend the CONTRACT for further term(s) / Period(s) under the same terms & conditions and the quoted price as defined in the bid documents, the contractor is liable to intimate in writing to SSGC LPG 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.
 16. **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.
 17. SSGC LPG will not pay invoices if they are turned in after 6 months of work completion / material delivered.
 18. It is mandatory for the bidders to follow all the terms and conditions given in the tender documents without any addition / deletion / amendment and submit the bid accordingly. Therefore, in this context, the bidders are requested not to give their own terms and conditions as it tantamount towards the conditional bid. Otherwise their terms and conditions will not be considered and the Purchase Order / Contract will be awarded based on only as per SSGC LPG tender terms and conditions.
 19. 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.
 20. **Payment:**
The supplier after delivery of goods and its acceptance shall submit invoice to Finance Department of the Company, containing following information i.e.
 - (a) Purchase order No. & date
 - (b) Items
 - (c) Quantity
 - (d) Price
 - (e) Invoice value
 - (f) Point of delivery
 - (g) Delivery challan indicating delivery date, etc.
 - (h) Supplier(s) are required to submit signed and stamp acknowledgement slip, Sales Tax return, Annex "C" & Annex "I" (whichever applicable) in which Sales Tax (of relevant Sales Tax invoice) is paid.
 - 21) Payment will be made within 30 days of completion of stated requirements.
 - 22). 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 LPG.

23. Bidders can quote their rates on both i.e. Schedule of Requirement/Bid Form as well as Bill of Quantity (BoQ).
25. Subsequent to the issuance of LOI, successful bidder has to submit 10% Performance Bank Guarantee of the contract value unless and until specified in the tender document.
26. Company reserve the right to award the Purchase Order /LOI to most advantageous bidder.
27. As per SRO 592(I)/2022 of PPRA Regulations, for Procurement Contracts/Purchase Orders worth of Rs. 50 million and above, bidders/contractors are required to submit the Beneficial Owner's Information for Public Procurement Contracts/Purchase Orders (Annexure-I).
28. Bidder will be blacklisted and henceforth cross debarred for participating in respective category of Public Procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration (which is an integral part of tender document), however, without indulging in corrupt and fraudulent practices, if in breach of obligation(s) under the Bid conditions:
 - a) The bidder has withdrawn or modified their bid during the period of bid validity as specified in the tender terms.
 - b) Having been notified of the acceptance of bid by procuring agency during the period of bid validity (i) failure to sign the contract or accept purchase order (ii) fail or refuse to furnish the performance security or to comply with any other condition as mentioned in the tender document.
29. Wherever the "Rate Only" is mentioned (either on BOQ or anywhere in tender documents) the same shall only be applicable not exceeding 15% of the original procurement for the same items as given in the BOQ for package basis. In case the requirement is on item wise basis (not package basis) then not exceeding 15% of the original Procurement for the same items (on item wise basis) as given in the BOQ.
30. Redressal of Grievances And Settlement of Disputes:
31. 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.
32. In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
33. 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.



SECTION:V

General Terms & Conditions

1. Definitions and Interpretation:

1.1

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

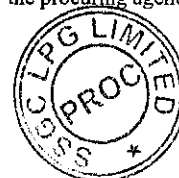
- a) **Company** means the SSGC LPG Limited (SLL); a Company registered under statutes of Pakistan and includes any successors-in-interest or assignees.
- b) **Engineer** means the Engineer(s) nominated by the Company to look after and supervise the Work.
- c) **Representative of the Company** means 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 (by whom) PPRA Rules 40 (By SLL) thereto incorporated in the documents before and after the execution of the Contract.
- k) **Contract Price/Value** means the sum named in Schedule of (SOR) / BOQ subject to additions thereto or deductions there from as may be made under the provisions hereinafter contained.
- l) **SLL PQ Plant** means all machineries, equipment, materials, appliances associated with SLL PQ Plant or things of whatsoever nature required in or about the execution, completion or maintenance of the Work, but does not include such equipment, materials, appliances or things intended to form part of the permanent Work.
- m) **Temporary Works** means all temporary works of every kind required in or about the execution, completion or maintenance of the Work.
- n) **Drawings** means the drawings referred to in the Contract documents and any modification of such drawings.
- o) **Location** means the land and other places on, under in or through which the Work is to be executed or carried out and other lands or places provided by the Company for the purpose of the Contract.
- p) **Approved/Approval** means approved/approval in writing by Company's representative or as specified in "Special Conditions of Contract".
- q) **Tender/Bid** means the offer tendered by the Bidder for the Work governed by the Contract.
- r) When the terms Acceptable, Satisfactory, Proper, or other such general qualifying terms are used in the Contract, it shall be understood that reference is made to be sole ruling and the sole judgment of the Company.
- s) The Word Equivalent or Equal where used in these documents in the general sense shall not mean Similar but shall mean "Conforming to, Like, of Kind/Quality and Function". "Proprietary Items" and "Trade Names" are used for the purposes of establishing a standard of "Kind, Quality and Function" and "Equipment" items, articles, things or materials will be approved, if held to be "Equivalent" by the Company.
- t) **Approved Banker** wherever occurring in this Contract shall mean a Scheduled Commercial Bank operating in Karachi and acceptable to the Company.
- u) **Specification(s)** means the standard codes of practice and other specifications issued with the Tender and any notification such as specifications approved in writing by the Company and other specifications as may from time to time be furnished or approved in writing by the Company.
- v) **Month** means calendar month of the Christian era.



SECTION:V

General Terms & Conditions

- w) **Time Schedule** is a graphical illustration of the time span of various Work activities defining starting and completion dates.
- x) **Bonds** mean Bid Bond, Performance Bond or Bank Guarantee and other instruments of security furnished by the Bidder of his surety in accordance with the Tender/Contract.
- y) **Completion Date** means the date on which the Work has been completed in accordance with the Contract so that it can be utilized for intended purpose.
- z) **Day** means a day of 24 hours mid night to mid night.
- aa) **Completion Period** means the time allowed for the execution of the Work.
- 1.2 Words importing the singular only also include the plural and vice-versa where the Contract so requires.
- 1.3 The marginal headings or notes in these Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.
- 1.4 If there is any conflict between the Special Conditions and the General Conditions, the Special Conditions shall modify, supplement and supersede the General Conditions.
2. **Examination:**
Bidders shall visit/inspect/examine the Work & Location and shall fully acquaint themselves with the nature and requirements of Work/Services, access to Work/Location, availability of materials, weather, law and order and local conditions etc. before submitting their Bids. Submission of the Bid shall be prima facie evidence that the Bidders have fulfilled this requirement and shall be binding upon him.
3. **Conflict between Drawings/Specifications/SOR:**
In case of any conflict between drawings/specifications, SOW/TOR and SOR/BOQ, with regard to the quality of any item, the Contractor / Consultant shall base his quotation for the better quality. In case of any deficiency in the drawings/details, the Contractor / Consultants shall seek clarification from the Company. Submission of Bids/rates on the basis of incomplete drawings/details shall be Contractor / Consultant's sole responsibility.
4. **Additions, Deletions:**
The Company reserves the right to make addition (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/BOQ:**
The quantities specified in the SOR/BOQ are estimated and are intended to serve only as a guide to the Bidders. Payments shall be made on the basis of actual Work quantum done as measured. No claims or adjustments shall be entertained/allowed on account of increase or decrease in the Scope of Work which has not been duly authorized by the Company through the issue of change orders as stipulated in the relevant provision.
6. **Rate:**
The Bidder shall quote all item rates and lump sum prices as shown in the "SOR/BOQ". Bidders shall fill in the rate / price for each item in the SOR/BOQ. In case of any discrepancy between item rate and the amount, the quoted item rate will prevail. The quantities given in the SOR/BOQ are estimated ones and are subject to variations. That is, there could be increase or decrease. Nevertheless, the item rates quoted by the Bidder shall remain fixed and no escalation whatsoever shall be permissible. The rates / prices quoted by the Bidder shall be workable. The Bidder shall be required to furnish a complete rate analysis of any item in the SOR/BOQ as considered necessary, by the Company.
7. **Escalation:**
It may be clearly understood that this tender does not contain a price variation clause and therefore, all unit prices quoted shall be firm, irrevocable fixed and valid until completion of the Contract and will not be subject to variation on any account.
8. **Validity:**
Bids shall remain valid for acceptance for a period of (120) days from the date of bid opening. If the last date falls on a holiday, the validity will be extended to the first Company working day thereafter.
9. **Bid Bond (Earnest Money):**
The Bidder is required to furnish Bid Bond strictly (if the bid increases to Rs 500,000/-) 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 Pakistan, for an amount 2% of the total bid value of tendered Work / Services quoted by the Bidder in favor of SSGC LPG Limited (SLL). 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 ten (10) 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



SECTION:V

General Terms & Conditions

it shall be mandatory on the bidder to extend the bid bond validity up to 150 days within 15 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 purchase 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 Pakistan for an amount equivalent to Ten (10) 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) months 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 i.e. 5.0% 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, that portion of the work shall be completed within the specified completion period. The Work shall not be considered as completed until the Company has certified in writing that it has been completed. Should extra, altered or additional Work of any kind, or any other cause of delay, which in the opinion of the Company could not have been foreseen by the Contractor / Consultant requires extension in completion time, then on the written request of the Contractor / Consultant, the completion period as provided in the Contract shall be extended by the Company. All such extensions shall be allowed in writing by the Company's representative.

13. Signing / Execution of Contract / Agreement:

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

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

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

14. Award / Evaluation Criteria:

Company reserves the right to settle the final award of job to the technically compliant and the most advantages 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.



SECTION:V

General Terms & Conditions

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

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

17. **Assignment:**

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

18. **Termination of Contract:**

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

(i) **Termination for Default:**

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

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

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

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

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

(ii) **Termination for Insolvency:**

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

(iii) **Termination for Convenience:**

a. The Company may by written notice sent to the Contractor / Consultant, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the company's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

b. The Works that are complete and ready for Commissioning within thirty (30) days after the Contractor / Consultant's receipt of notice of termination shall be at the Contract prices and on the existing Contract terms. For the remaining Works, the Company can also opt to have any portion thereof completed and commissioned at the contract prices and on the other contract terms.

19. **Liquidated Damages:**

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

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

20. **Force Majeure:**

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

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

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

The Contractor / Consultant shall be responsible to take all necessary precautions for the safety of employees on or off the Work, and shall comply with all applicable safety laws and codes to prevent accidents or injury to persons on about or adjacent to the places where the Work is being performed. All statutory rules, orders, regulation from time to time in force relating to taking and observance of all safety precaution governing or which might be deemed to be given during the execution and performance of the Work. The Contractor / Consultant shall comply with any



SECTION:V

General Terms & Conditions

and all personnel safety regulations. Any person of the Contractor / Consultant violating the safety rules shall be removed by the Contractor / Consultant from site and replaced without delay.

22. **Insurance:**

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

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

Insurance will be required where ever applicable:

Company's Address:

DEPUTY GENERAL MANAGER (PROCUREMENT)
SSGC LPG Limited (SLL)
KARACHI -PAKISTAN.

Contractor / Consultant's Address:

23. **Dispute Resolution:**

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

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

24. **Income Tax and Duties:**

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

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

25. **Payments:**

Payment will be made within 30 days after completion of works as per payments specified in the tender documents. The Contractor / Consultant shall submit to the Company during the execution of the Work on-account bills along with a statement / detail 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.



SECTION:V

General Terms & Conditions

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:**

26.1 The company shall be blacklist debarred from participating in SLL for the period of not more than ten years, if corrupt and fraudulent practice, as defined below or defined in PPRA Rules 2004, is established against the bidder or the bidders in pursuance of blacklisting proceedings:

"corrupt and fraudulent practices" in respect of procurement process, shall be either one or any combination of the practices including,-

- (i) "coercive practices" which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- (ii) "collusive practices" which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;
- (iii) "corrupt practices" which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) "fraudulent practices" which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and
- (v) "obstructive practices" which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;

26.2 The Contractor shall be blacklisted and henceforth cross debarred for participation in respective category of public procurement or disposal proceedings for a period of not more than three years, if the bidder fails to perform his contractual obligations during the execution of contract or breaches the contract due to his capacity and capability to perform or otherwise, and

26.3 The Contractor shall be blacklisted and henceforth cross debarred for participation in respective category of public procurement or disposal proceedings for a period of not more than six months, if the bidder fails to abide with a bid securing declaration, however without being indulged in any corrupt and fraudulent practice.

26.4 Such blacklisting or barring action shall be communicated by SLL to the respective bidder or bidders in the form of decision containing the grounds for such action.

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 Procurement department SSGC LPG Limited (SLL) Head Office, In accordance to the time specified in invitation to bid & tender notice (which ever applicable), Bids are to be delivered on or before closing time after which all bids submitted after the time prescribed shall not be entertained and will be returned without being opened. In case bid is sent through courier, the same shall be delivered at least half an hour before scheduled opening time.

29. **Rebate / Discount:**

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

30. **Joint Ventures:**

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



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31. **Correction / Amendments in Quoted Price:**
Any overwriting in BOQ / SOR is not allowed. In case of type of any amendment / correction required in unit price / total amount the same has to be strikeout and re-written with corrected figures, properly signed & stamped out, in order to avoid an ambiguous bid.
32. 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.
33. Lots: In case when the tender is floated on LOT basis, following clauses to be applied:
- 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.
 - Evaluation for each LOT will be carried out separately. Each LOT will be awarded separately.
34. **Applicability of PPRA Laws to the Contractor**
Moreover, the PPRA laws will apply to the Contractor as well. In its role as a procuring agency, SLL can apply the rights and actions specified in the PPRA.
35. **Contractor's Responsibilities and Liability**
The Contractor shall be responsible for all undertakings and documents submitted. The submission of any defective, fake, or fabricated documents with the intention of securing the bid shall render the Contractor liable for blacklisting. In such cases, performance guarantees / bonds may be forfeited. Furthermore, the Contractor shall be liable for any damages incurred, and SLL reserves the right to recover any funds paid if the Contractor obtains the contract based on false documentation or misleading information.



SSGC | LPG

HR Services providers. Services that are applicable to the entire firm and are not confined to any department or function such as Managing Facilities, Supplies, Security, Maintenance, and other Support Services
Tender Enquiry # SSGC LPG SLL-1046

Section: VI

Technical Evaluation Criteria:

Contract will be awarded to Technically compliant and most advantageous bidder.

MANDATORY REQUIRMENT:

- Bank Statement of last twelve month.
- Valid Registration with EOBI/ ESSI /Education CESS Preferred Sindh/Punjab/Islamabad, Capital/Khyber Pakhtunkhwa) Copy of certificates should be enclosed.
- NTN / Federal & Provincial Sales Tax certificate.
- Proper Registration in respective category with tax authorities especially with SRB.
- Declaration of non-involvement in litigation/arbitration/ Blacklisting.
- Certificate to this effect on PKR: 100/=(judicial stamp paper).
- Audited Report Financial Year 2023-2024.

| SR. NO. | DESCRIPTION | MARKS ALLOCATED |
|-----------|---|-----------------|
| 01 | Relevant Experience (in years) / providing work force services: | 20 |
| a) | Below 5 years | 0 |
| b) | Between 5 to 7 Years | 8 |
| c) | Between 8 to 11 Years | 12 |
| d) | 12 years & above | 20 |
| 02 | Relevant Experience (in persons) / providing General Services in terms of payment: | 20 |
| a) | Below 200 | 0 |
| b) | 200 to 500 | 10 |
| c) | 501 to 1000 | 15 |
| d) | 1001 or above | 20 |
| 03 | Legal status/ Nature of the firm: | 8 |
| a) | Proprietorship | 4 |
| b) | Partnership | 5 |
| c) | Public Limited or Private Limited | 8 |
| 04 | Company's Internal Team & its capabilities | 12 |
| a) | Total head count of employees below: | |
| b) | Below 30 | 6 |
| c) | Between 30 to 60 | 8 |
| d) | Between 60 to 100 | 10 |
| e) | Above 100 | 12 |
| 05 | No. of Existing Clients with same or similar scope of work as SSGC LPG | 6 |
| a) | Below 5 | 0 |
| b) | Between 5 to 15 | 2 |

Shehla Fazal
HOD (HR/Administration)

Shahzaib Raheem
Assistant Manager (HR)



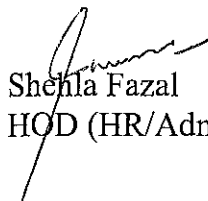
SSGC | LPG


HR Services providers. Services that are applicable to the entire firm and are not confined to any department or function such as Managing Facilities, Supplies, Security, Maintenance, and other Support Services
Tender Enquiry # SSGC LPG SLL-1046

| | | |
|-----------|--|------------|
| c) | Between 16 to 25 | 4 |
| d) | Above 25 | 6 |
| 06 | Staff Qualification Level | 6 |
| a) | Graduate Degree Holder Between 30 to 40 | 2 |
| b) | Graduate Degree Holder Between 41 or above | 4 |
| c) | Master's Degree Holder Between 20 to 40 | 4 |
| d) | Master's Degree Holder Between 21 to 40 | 6 |
| 07 | Financial Strength/ Stability: | 20 |
| | History of payments to workforce per month (round the year) | |
| a) | 40,000,001 to 60,000,000 | 10 |
| b) | 60,000,001 to 80,000,000 | 15 |
| c) | 80,000,001 to 100,000,000 | 20 |
| 8 | Tax Return of the Company | 8 |
| a) | Income Tax Return for last financial year. | 8 |
| | Total Marks Obtain | |
| | Total Marks: | 100 |

NOTE:

- 1) **Minimum qualifying marks are 65**
- 2) In pursuant to clause 18 of PPRA rule, if any applicant provided false information, he will be liable for disqualification, hence all documentary evidence submitted by applicants must be correct & genuine.
- 3) All the information provided shall be supported with documentary evidence duly signed & stamped, otherwise, no credit/point will be given.


Sheila Fazal
HOD (HR/Administration)


Shahzaib Raheem
Assistant Manager (HR)



FORM 1: GENERAL INFORMATION

Company Name: _____

1. Head Office

Address: _____

Telephone No: _____

Fax No: _____

2. Office Address:

Telephone No: _____

Fax No: _____

Year Incorporated: _____

Attached copy of Certificate of registration and ownership documents.

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



FORM II: LIST OF COMPLETED PROJECTS

Name of Work: _____

Scope of Work: _____

Value of Contract: _____

Name of Client: _____

Address of Client: _____

Telephonic of Client: _____

Date of Award of Work: _____

Start Date: _____

Schedule Completion Date: _____

Actual Completion Date: _____

- All the information provided shall be supported with documentary evidence; otherwise, no marks will be awarded.
- Separate form should be submitted against each client.



FORM III: DETAIL OF OFFICE STAFF

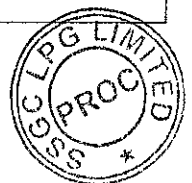
| Name | Designation | Educational Qualification | Year of Experience | Relevant Experience |
|-------------|--------------------|----------------------------------|---------------------------|----------------------------|
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Note: Resume along with registration with Professional Body (in case of Professional qualification) / degree from recognized university (in case of MBA/ Master) shall be enclosed, otherwise no credit / point will be given.



FORM IV: PROPOSAL AND METHODOLOGY

(Applicant shall propose the methodology to undertake the project)



FORM V: FINANCIAL DATA

Firm applying for technical proposal shall submit the following certificate / registration statements.

A. Bankers Certificate

A Confidential, current Banker's reference / certificate in respect of bidder's financial soundness (to be submitted directly by the bank of (SLL) in a sealed envelope).

B. Firm's certified / Audited Annual Accounts for the Last Three Years.

C. Income Tax.

Income tax assessment for the latest assessment or income tax clearance certificate for the last 3 years.

D. Provincial Sales Certificate (PST).

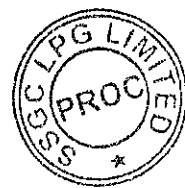
Prove of valid PST Registration, if applicable.

E. Proof of turnover per annum

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



FINANCIAL PROPOSAL



SSGC | LPG

HR Services providers. Services that are applicable to the entire firm and are not confined to any department or function such as Managing Facilities, Supplies, Security, Maintenance, and other Support Services
Tender Enquiry # SSGC LPG SLL-1046

Schedule of Requirements & Bid Form

| | | | |
|--------------|--------------|-------------------------|------------------------|
| Tender No. | SLL/1046 | Bid Closing Date & Time | 24-02-2025 1530 Hrs |
| Document No. | HR/1408/2025 | Bid Opening Date & Time | 24-02-2025 1600 Hrs |

| Item Description | Unit | Qty. | Total Service Charges (Definition mentioned in Section IV Scope of work Point 2) |
|---|------|----------------------------|--|
| Services required from Human Resource Services Provider, Services that are applicable to the entire firm and are not confined to any department or function such as managing facilities, supplies, security, maintenance, and other support services. (As per scope of work). | Nos. | Minimum 38 Positions | |

Any entry beyond this line would be invalid.

Notes:

- 1. The quoted unit price and corresponding total amount shall be inclusive of all duties and taxes (except GST/SST).**
- Bidders are essentially required to quote on bid form. Rates quoted on other than bid form will not be entertained.

Any queries / complaints regarding subject tender enquiry shall be addressed in writing to Procurement, SSGC LPG Limited. E-mail: zeeshan.haider@ssgclpg.com.

Signature & Stamp: _____ Person Name: _____

Company's Name: _____

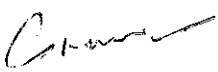
Signature & Stamp: _____

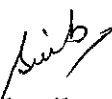
Person Name: _____

Company's Name: _____

Evaluation Criteria:

Contract will be awarded to Technically compliant and most advantageous bidder.


Shehla Fazal
HOD (HR/Administration)


Shahzaib Raheem
Assistant Manager (HR)



BID BOND FORMAT
(On stamp paper @ Rs. 200 / 100,000)

SSGC LPG Limited
SSGC LDC Building, Karachi Terminal
Main University Road
Karachi.

Tender Enquiry No. SLL/1046

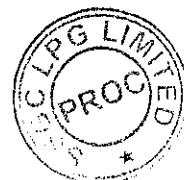
Dear Sirs,

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 unconditional payment of Rupees _____ upon your written demand without further recourse, question or reference to the Bidder or any other person, in the event of the withdrawal of the aforesaid bid by the Bidder before the end of the period specified in the bid after the opening of the same for the validity thereof, or if no such period to be specified within 90 days after said opening and or in the event that the Bidder within the period specified thereof, or if no period be specified within 15 days after prescribed forms are presented to the Bidder for signature the Bidder shall fail to execute such further contractual documents if any as may be required by the Company, or on the Bidder's failure to give the requisite performance bond as may be required for the fulfilment of resulting contract within 10 days of the issuance of LOI.
2. To accept written intimation(s) from you as sufficient evidence of the existence of a 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. This guarantee shall be binding on us and our successors in interest and shall be irrevocable.

Yours faithfully,

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



PERFORMANCE BOND FORMAT
(On stamp paper @ Rs. 200 / 100,000)

SSGC LPG Limited
 SSGC LDC Building, Karachi Terminal
 Main University Road
 Karachi.

Tender Enquiry No. SLL/1046

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 fulfilment 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 a 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 _____.
7. This guarantee shall remain valid up to _____.

Yours faithfully,

Note: This section forms a part of the tender. Bidders are required to fill in the blank spaces in this tender. form.



CONTRACT FORM
Contract No. SLL-1046
ARTICLES OF AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 2025 by and between SSGC LPG Limited (SLL), having its office at SSGC LDC Building, Karachi Terminal, Opp. Safari Park, Main University Road, Karachi-75300, Pakistan, 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-I 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 labor, materials, tools, supplies, machinery and other equipment and plant that may be necessary for the satisfactory completion of all the works as set forth in the contract documents.

Article-2 - Time:

The maintenance of a rate of progress in the works at a rate which will result in its completion within the specified time, is of the essence of the contract and the Contractor agrees to proceed with all the due diligence and care at all times to take all precautions to ensure the timely completion as defined herein; time being deemed to be essence of the Contract of part of the Contractor. The said work shall be started on the Contractor's receipt from the Company of a written order to proceed, and the Contract 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. SLL/S&C/ dated _____
- e) Acceptance by the Contractor on the copy of LOI.
- f) Letter to Proceed No. SLL/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 SSGC LPG Limited (SLL) 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. SSGC LPG Limited (SLL)

Signature: _____
Name: _____

In the presence of:

Signature: _____
Name: _____

Signed for and on behalf of
M/s _____ Karachi

Signature: _____
Name: _____

Signature: _____
Name: _____



(Integrity Pact Declaration)

Chief Financial Officer
SSGC LPG Limited
SSGC LDC Building, Karachi Terminal
Main University Road,
Karachi.

Declaration

_____ (the LPG Supplier) hereby declare its intention not to obtain in order the procurement of any contract, right, interest, privilege or other obligation or benefit from SSGC LPG Limited or any administrative subdivision or agency thereof of any other entity owned or controlled by it through any corrupt business practice.

Without limiting the generality of the foregoing, _____ (the LPG Supplier) represents and warrants that it has fully declared the brokerage, commission fees etc., paid or payable to anyone and not given or agreed to give and shall not to give 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 of benefit in whatsoever form from SLL, except that which has been expressly declared pursuant hereto.

_____ (The LPG 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 SLL and has not taken any section or will not take any action in circumvent the above declaration, representation or warranty.

_____ (The LPG Supplier) declares that it has fully complied with all necessary criteria outlined in the relevant bidding documents. It has provided a complete disclosure of all pertinent information and there are no omissions or hidden details that could affect the evaluation of its qualifications.

_____ (The LPG 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 any 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 & remedies available to SLL. Under any law, contract or other instrument, be available at the option of SLL.

Notwithstanding any rights and remedies exercised by SLL. In this regard, _____ (The LPG Supplier) agree to indemnify SLL. For any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to SLL in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by _____ (The LPG 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 SLL.

Yours faithfully,

Signature & Stamp

Note:

The above declaration is required to be filled, stamped and signed by the Bidder, for purchase order / letter of intent of a total value of PKR. 10,000,000/- (Ten Million) or above.



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

.....
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 SS+w-04) in the manner prescribed under

the aforesaid Sindh Sales Tax Special Procedure (Withholding) Rules, 2011, and we shall provide you certificate of deduction-cum-deposit in terms of rule 3(9) thereof.

Signature: _____

Name: _____

CNIC: _____

Designation: _____

Date: _____

Official Seal: _____



Supplier code: _____

FORM-X

BANK ACCOUNT DETAILS

(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 the bidders are required to fill in the below details, which is mandatory:

Name of Firm: _____

Address of Firm: _____

CNIC #: _____

NTN #: _____

Bank Name: _____

Branch code: _____

Bank A/c #: _____

Bank IBAN #: _____

Information already submitted.

Bidder Sign & Stamp

Date: _____

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

