

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

**Engineering Study to Find Out Engineering solution to ensure 24/7 Firewater/ Seawater availability at SLL Port Qasim**  
**Under Single Stage One Envelope Bidding Procedure**  
**(Under the PPRA Rules 2004)**  
**Tender Enquiry No. SLL/ 1728**  
**Invitation to Bid**

**SECTION - I**


SSGC LPG Limited (SLL) intend to carry out the services of Engineering Study to Find Out Engineering solution to ensure 24/7 Firewater/ Seawater availability at SLL Port Qasim (Under Single Stage One Envelope Bidding Procedure).

The priced bids shall be submitted along with 2 % Bid Bond in the form of Pay order / Demand Draft in favor of SSGC LPG Limited (SLL).

The tender documents comprise the following:

|           |      |  |
|-----------|------|--|
| Section - | I    | Invitation to bid.                     |
| Section - | II   | Introduction / Scope of Study          |
| Section - | III  | Special Conditions of Tender Documents |
| Section - | IV   | General Terms & Conditions             |
| Section - | V    | Technical Evaluation Criteria          |
| Section - | VI   | Schedule of Requirement/Bid Form/BOQ   |
| Section - | VII  | Contract Form                          |
| Section - | VIII | Format of Declaration / Form X         |
| Section - | IX   | SSTW-05                                |

Bids will be submitted at:

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

On or before 03-03-2025 at 12:00 hours, the bids will be publicly opened at 12:30 hours on same day at the above address, in the presence of bidders and / or their authorized agents who may wish to attend. Bids submitted after deadline of bid submission will not be entertained. Bids must be submitted in sealed envelopes provided with the tender documents, indicating Tender Enquiry number, due date & time on the face of the envelope, in addition to the required details of name, address & contact details of the quoting company.

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

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

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



**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](mailto: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.





**Engineering Study to find out engineering solution to ensure 24/7 firewater/ seawater availability at  
SLL Port Qasim Jetty.  
Tender Enquiry # SLL-1728**

**1. Introduction & background**

SSGC-LPG terminal is located at Plot No. NWZ/1/P-305 (A-4, LPG Area) North Western Industrial Zone, Port Qasim, Karachi. The company has its own dedicated jetty, which is in the South side, 3.6 Km away from the terminal.

Two identical Diesel engine driven turbine ty

pe firewater pumps are installed at SLL Jetty, Port Qasim, Karachi. The pumps take suction from seawater, which remain available underneath the pump house. However, during sea low tide duration, the suction pit completely dried up and the pumps become redundant. There is no firewater reservoir at jetty.

SLL intends to engage an experience engineering consultant/ design company to carry out the works "Engineering Study to find out engineering solution to ensure 24/7 firewater availability at SLL Port Qasim Jetty"

**2. Scope of Study**

The scope of work for an engineering study to ensure 24/7 firewater availability at SLL Port Qasim Jetty should be comprehensive, covering all aspects of design, modification, assessment, and planning for a robust firewater supply system. This study would need to evaluate the existing infrastructure, propose improvements or new systems, and deliver an actionable plan to guarantee firewater availability at all times. Below is an outline for the scope of work:

- Determine the possible cause of suction pit dried up during sea low tide duration.
- Engineering solution to the abovementioned constraint, in a dossier form including drawings/ picture etc.
- Detailed engineering, including but not limited to, developing work scope of the corrective works/ modification, detailed construction drawings and to determine bill of quantities, so that the task of rectification/ modification work can be contracted out.
- Detailed engineering works as detailed above to be presented in a dossier both hard and soft copies.
- Estimated cost of the above rectification/ modification works.
- Estimated time to complete the rectification/ modification works.

**2.1 Initial Site Assessment and Data Collection.**

- **Site Survey and Inspection:** Perform a detailed survey of the SLL Port Qasim Jetty, identifying existing infrastructure, including water sources, firewater pumps, pipelines, and other related assets.
- **Current Firewater System Evaluation:** Review the existing firewater system for its capacity, reliability, condition, and operational status. This includes assessing pumps, pipelines, suction set up and backup systems.
- **Water Demand Assessment:** Analyze the water demand for fire suppression based on jetty operations, fire risk zones, firewater consumption rates, and compliance with NFPA-58 standard.
- **Existing Risk Assessment:** Perform risk analysis to identify potential fire hazards at the jetty.

**2.2 System Design and Requirements Specification**

- **Firewater Supply and Storage Requirements:** Define the quantity of firewater needed for various emergency scenarios based on jetty operations, fire types (e.g., LPG cargo, electrical), and regulations.
- **Design of Redundant Systems:** Propose designs for redundancy in key components (e.g., pumps, pipelines, and power supply), ensuring uninterrupted firewater availability during maintenance, equipment failure, or emergencies.

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## Engineering Study to find out engineering solution to ensure 24/7 firewater/ seawater availability at SLL Port Qasim Jetty. Tender Enquiry # SLL-1728

- **Water Source and Backup System:** Evaluate and propose potential sources for firewater. Identify suitable backup solutions to maintain supply during adverse conditions (e.g., water source contamination, system failure).
- **Firewater Distribution Network:** Design or assess the adequacy of the distribution network, including pipelines, hydrants, and nozzles. Ensure the network is capable of delivering firewater to critical areas without delays, even under peak demand.
- **Pump Station Location, Design and Capacity:** Propose designs for pump stations that provide adequate pressure and flow rates for fire suppression. Ensure that the pumps are sufficient for both normal operations and emergency scenarios.
- **Standby Power Systems:** Design backup power systems (e.g., diesel generators, batteries) to ensure that the firewater system remains functional during power outages or other disruptions.
- **Compliance with Standards:** Ensure that all proposed systems and designs comply with relevant fire protection codes, maritime safety regulations, local ordinances, and international standards (e.g., NFPA, IMO, API, etc.).

### 2.3 Feasibility Study

- **Technical Feasibility:** Evaluate the technical feasibility of the proposed firewater systems, including the availability of materials, technologies, and construction methods.
- **Environmental Impact Assessment:** Analyze the potential environmental impact of the firewater system, considering the local ecosystem, water sourcing, and discharge practices.
- **Cost-Benefit Analysis:** Provide a cost-benefit analysis for different firewater system configurations, comparing initial investment costs with long-term operational and maintenance costs. Highlight the trade-offs between capital investment and system reliability.
- **Operational Feasibility:** Assess how the proposed system would function during daily operations, as well as during emergency conditions. Identify the operational challenges that may arise and propose solutions.
- **Regulatory Feasibility:** Confirm that the firewater system design complies with all relevant safety regulations, environmental laws, and port authority requirements.

### 2.4 Risk Assessment and Safety Planning

- **Risk Analysis:** Conduct a detailed fire risk analysis, considering various scenarios (e.g., equipment failure, external fire hazards, flooding) that may impact the availability of firewater.
- **Firewater System Reliability:** Design the system with an emphasis on minimizing downtime. This includes proposing backup pumps, auxiliary water sources, and automated system checks to ensure system integrity.
- **Emergency Response Planning:** Develop emergency response protocols for scenarios where the primary firewater system is unavailable. Include contingency plans for the use of auxiliary systems or external water sources.

### 2.5 System Modeling and Simulation

- **Hydraulic Modeling:** Use advanced hydraulic modeling software to simulate firewater distribution and system performance under various operating conditions (e.g., fire scenarios, system failures, demand surges).

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- **Flow and Pressure Analysis:** Simulate different system configurations to determine if the proposed system will meet the required flow rates and pressures for effective firefighting.

### 2.6 Proposals for Upgrades or New Installations

- **System Upgrades:** If applicable, propose modifications or upgrades to the existing system to improve its reliability, capacity, and functionality (e.g., replacing outdated pumps, increasing storage capacity, suction set up etc.).
- **New System Installation:** If the current system is insufficient, provide a detailed plan for the installation of new firewater infrastructure, including all necessary components such as pumps, tanks, pipelines, and backup systems.
- **Integration with Existing Infrastructure:** If new systems are proposed, ensure they can be integrated with existing jetty infrastructure with minimal disruption to ongoing operations.

### 3. Construction and Implementation Planning

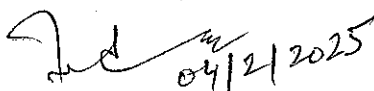
- 3.1 Implementation Schedule:** Develop a detailed timeline for the installation or upgrade of the firewater system, including design, procurement, construction, and commissioning phases.
- 3.2 Budget Estimates:** Provide detailed cost estimates for each phase of the project, including procurement of materials, equipment, installation, and testing.
- 3.3 Vendor and Contractor Recommendations:** Suggest potential vendors or contractors who specialize in the supply and installation of firewater systems and related components.
- 3.4 Testing, Commissioning, and Training**
- 3.5 System Testing:** Develop a plan for testing the firewater system to verify that it meets all design specifications, including flow rate, pressure, redundancy, and backup functions.
- 3.6 System Commissioning:** Assist in the commissioning of the system, ensuring all components are correctly installed, functional, and ready for use.
- 3.7 Operator Training:** Provide training for port personnel on the operation and maintenance of the firewater system, including emergency procedures, system checks, and troubleshooting techniques.

### 4. Ongoing Maintenance and Monitoring Recommendations

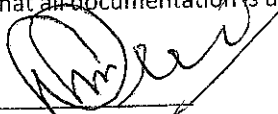
- 4.1 Maintenance Plan:** Develop a comprehensive maintenance schedule for all critical components (e.g., pumps, tanks, backup power systems) to ensure the system remains operational 24/7.
- 4.2 Monitoring Systems:** Propose an automated monitoring system that provides real-time data on system performance, including water levels, pump status, pressure, and any faults or failures.
- 4.3 System Upgrades and Future Expansion:** Provide guidance on how the firewater system can be expanded or upgraded in the future if needed, based on changes in operational needs or regulatory requirements.

### 5. Documentation and Reporting

- 5.1 Final Report:** Provide a comprehensive report detailing the entire study, including findings, recommendations, designs, and justifications for proposed solutions.
- 5.2 As-Built Drawings and Documentation:** Deliver final drawings, specifications, and operating manuals for the implemented system, ensuring that all documentation is up to date and accessible for future reference.

  
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By covering these areas in the scope of work, the engineering study to ensure that SLL Port Qasim Jetty has a reliable and robust firewater system that meets operational needs and safety standards, providing 24/7 firewater availability in the event of a fire emergency.

### 6. Bidder's Experience & Capabilities

#### 6.1 Collaborative Approach

- The consultant should be able to work with multiple stakeholders, including port authorities, contractors, and regulatory bodies, to ensure that the project meets all safety and operational standards.
- The consultant should have the ability to clearly communicate findings, solutions, and risks to non-technical stakeholders, ensuring transparency throughout the project.

#### 6.2 Design Capabilities (Innovative & Cost-Effective Solutions)

- Experience in developing innovative solutions for water supply issues, including using alternative water sources, redundant systems, or backup options to guarantee 24/7 firewater availability.

#### 6.3 Knowledge of Port Operations (Familiarity with Port Environment)

- The consultant should understand the specific operational needs and environmental conditions of Port Qasim, including water access, jetty infrastructure, weather challenges, and operational continuity.

#### 6.4 Knowledge of Port Operations (Risk Assessment Experience)

- The consultant should be proficient in conducting hazard and risk assessments (such as HAZOP, FMEA) for critical firewater supply systems and be capable of designing solutions that mitigate identified risks.

#### 6.5 Design Capabilities (Comprehensive Firewater Solutions)

- The consultant should demonstrate the ability to design systems for firewater storage, pumping, distribution, and redundancy, ensuring continuous availability under all conditions.

#### 6.6 Relevant Work Experience (Firewater Systems)

- The consultant must have a proven track record of designing, assessing, and optimizing firewater systems, specifically in maritime, port, or industrial settings. Bidder to provide documentary evidence of past projects related to firewater supply, storage, or distribution systems at ports or oil and gas facilities. Familiarity with national and international standards related to firewater systems (such as NFPA, IMO, and local regulations) to ensure compliance and optimal system design.

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Section -  
Special Conditions of Tender Document  
**Tender Enquiry No. SLL/SC/1728**

**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/voke the LOI without any claim of loss or damage to the other party.
6. The completion period of the said work shall start with effect from the issuance of Letter to Proceed, which in case of work exigencies could be issued prior to signing of formal agreement.
7. In case of services and works tenders:  
Bids determined to be substantially responsive will be checked by the Procuring Agency for an arithmetic error. Errors will be corrected by the Procuring Agency as follows:
  - a. Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern ; and
  - b. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the 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.

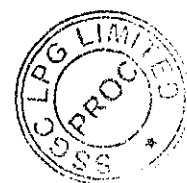
- a) All the bidders are advised to furnish fixed bid security amount appearing in Schedule of Requirement/Bid Form, failing which their bid will be rejected.
  - b) The submission of bid security 2% is also mandatory for all the bids.
  - c) The word lowest bidder or the lowest evaluated bid has been 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:IV

### General Terms & Conditions

1.  
1.1

#### Definitions and Interpretation:

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.

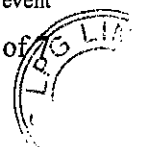
- a) **Company** means the SSGC LPG Limited (SLL); a Company registered under statutes of Pakistan and includes any successors-in-interest or assignees.
- b) **Engineer** means the Engineer(s) nominated by the Company to look after and supervise the Work.
- c) **Representative of the Company** means 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:IV

### 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:IV

### 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) 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 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.



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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 Contractor 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:IV

### 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 filling of claim.
- (c) Failure of the Contractor / Consultant to make payments properly to Sub-Contractor / Consultants.
- (d) Damage to another Contractor / Consultant.

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

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



## SECTION:IV

### 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.

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



## SECTION:IV

### General Terms & Conditions

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:
- 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.

**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.





**Engineering Study to find out engineering solution to ensure 24/7 firewater/  
seawater availability at SLL Port Qasim Jetty.**

**Tender Enquiry # SLL-1728**

**Technical Qualification Criteria**

| Technical Evaluation Criteria of Bidders-Consultant Firm/ Company  |  |  |             |            |         |  |
|--|--|--|-------------|------------|---------|--|
| Engineering Study to find out engineering solution to ensure 24/7 firewater availability at SLL Port Qasim Jetty |  |  |             |            |         |  |
| S#   | PARAMETER  | CRITERION  | Min. Points | Max Points | Bidders |  |
|  | 2  | 3  | 5           | 6          |         |  |
| A  | Active FBR registration  | Attach copy showing name/date from FBR website   | Mandatory   |            |         |  |
| B  | Provincial Sales Tax registered                                    | Attach copy showing name/date from Authority website   | Mandatory   |            |         |  |
| C  | Endorse SLL complete tender document, including drawings & layouts | Seal / sign all pages  | Mandatory   |            |         |  |
| D  | Work Plan  | Submit a detailed Work Plan indicating important milestones.   | Mandatory   |            |         |  |
| E  | Site visit   | Visit site to evaluate conditions, logistics, challenges & hardships   | Mandatory   |            |         |  |
| F  | Not fulfilling commitments   | Any past LOI/PO AO issued or ever been cancelled by SLL  | Mandatory   |            |         |  |
| G  | Relevant Work Experience (Critical Infrastructure)                 | The consultant should have experience with other critical infrastructure and safety systems at industrial sites like jetty operations, oil refineries, chemical plants, or similar large-scale facilities, ensuring their familiarity with the demands of such environments. Bidder to provide documentary evidence. | Mandatory   |            |         |  |
| H  | Technical Expertise (Fire Protection Engineering Expertise)        | The consultant should have qualified engineers with certifications in fire protection systems, preferably with experience in designing systems that ensure reliable firewater supply. Bidder to provide documentary evidence.  | Mandatory   |            |         |  |
| I  | Technical Expertise (Hydraulic Engineering)                        | The consultant should demonstrate knowledge of hydraulic modeling, including water distribution systems, pumps, and storage tanks, and how these systems can be made reliable, scalable, and resilient to meet 24/7 requirements. Bidder to provide documentary evidence.  | Mandatory   |            |         |  |
| J  | Qualification of Personnel (Licensing & Certification)             | Personnel assigned to the project must hold relevant professional certifications such as Registered Fire Protection Engineer (RFPE), Chartered Engineer, or equivalent certifications in the field of fire safety and engineering.   | Mandatory   |            |         |  |
| K  | Qualification of Personnel (Experience in Relevant Industries)     | The team should include professionals who have experience working in port operations or in environments that demand high safety standards, such as the oil and gas industry.   | Mandatory   |            |         |  |
| L  | Project Management Skills (Ability to Handle Large-Scale Projects) | The consultant must have the project management capabilities to oversee large-scale, complex engineering solutions, including coordination with contractors, suppliers, and regulatory bodies.   | Mandatory   |            |         |  |
| M  | References and Past Performance (Proven Track Record)              | The consultant should provide references for similar projects completed on time, within budget, and with satisfactory outcomes. A strong history of successful implementation in firewater availability systems for critical infrastructure is essential.  | Mandatory   |            |         |  |

*Farrukh Anis*  
 04/12/2025  
**Farrukh Anis**  
 Deputy Manager  
 Operations & Maintenance  
 SSGC LPG (Pvt.) Ltd.

*Abdul Hameed Gul*  
**Abdul Hameed Gul**  
 Head Terminal  
 (Operation & Maintenance)  
 SSGC LPG (Pvt.) Ltd.



**Engineering Study to find out engineering solution to ensure 24/7 firewater/  
seawater availability at SLL Port Qasim Jetty.**

**Tender Enquiry # SLL-1728**

|   |  |  |           |            |  |  |  |
|---|--|--|-----------|------------|--|--|--|
| N | References and Past Performance (Client Testimonials)  | Positive feedback from previous clients on similar projects, especially related to port operations or firewater systems, should be considered.   | Mandatory |            |  |  |  |
| O | Regulatory Compliance Knowledge (Compliance with Local and International Standards)  | The consultant must be well-versed in local fire safety regulations, port safety standards, and international standards (such as those set by the International Maritime Organization [IMO], NFPA, etc.), and capable of ensuring that designs and operations meet these regulations | Mandatory |            |  |  |  |
| P | Regulatory Compliance Knowledge (Permit and License Handling)  | Experience with navigating regulatory approvals and ensuring that projects comply with environmental, safety, and port authority guidelines.   | Mandatory |            |  |  |  |
| Q | Incomplete or partial bid submission   | The bidders are required to bid for the complete scope, incomplete or partial bid will consider as rejected.   | Mandatory |            |  |  |  |
| R | Presently the contractor is not blacklisted by any Govt. / Semi-Government / Private institution   | Provide Affidavit for last 3 years   | Mandatory |            |  |  |  |
| S | Financial Qualification  | Evaluation Criterion to be provided/defined by SLL-Finance Department.   |           |            |  |  |  |
| 1 | No. of similar projects completed locally  | Projects completed, 4 or above: 20 marks   | 11        | 19         |  |  |  |
|   |  | Projects completed, 2 (min): 10 marks  |           |            |  |  |  |
| 2 | No. of similar projects completed internationally  | Projects completed, 4 or above: 15 marks   | 10        | 15         |  |  |  |
|   |  | Projects completed, 2 (min): 10 marks  |           |            |  |  |  |
| 3 | Lead company or Association or Joint venture   | Lead Company: 10 marks   | 7         | 10         |  |  |  |
|   |  | Joint Venture: 7 marks   |           |            |  |  |  |
| 4 | Number of year experience performing the similar work, locally & internationally   | 20 years or above: 10 marks  | 7         | 10         |  |  |  |
|   |  | 15 years of above: 7 marks   |           |            |  |  |  |
| 5 | Cost of study similar projects designed/ modified  | Study Cost Over PKR 5 million: 10 marks  | 11        | 18         |  |  |  |
|   |  | Study Cost Over PKR 2 million: 7 marks   |           |            |  |  |  |
| 6 | Project Management Skills (Ability to Handle Large-Scale Projects): The consultant must have the project management capabilities to oversee large-scale, complex engineering solutions, including coordination with contractors, suppliers, and regulatory bodies. | a) Project Cost Over PKR 40 million: 22 marks  | 11        | 18         |  |  |  |
|   |  | b) Project Cost Over PKR 20 million: 22 marks  |           |            |  |  |  |
| 7 | Project Management Skills (Timeline and Budget Management): Experience in delivering projects within stipulated timelines and budgets, with flexibility to handle unforeseen challenges.   | a) Meet the timeline of over 4 similar projects: 10 marks  | 5         | 10         |  |  |  |
|   |  | a) Meet the timeline of over 2 similar projects  |           |            |  |  |  |
|   |  |  | <b>62</b> | <b>100</b> |  |  |  |

**IMPORTANT NOTES FOR QC:**

1. Criterion A to S are Mandatory requirements.
2. Minimum Marks (Total: 62) to be obtained combined in all the above categories to pass Technical Qualification of the respective bid. Bidders not scoring Minimum Marks (mentioned in each category) shall not qualify.
3. Bidders who have been disqualified by SLL in past or whose past awarded Contracts /LOI/WO/PO have ever been cancelled or withdrawn due to any reason shall not be evaluated and qualified.
4. Bidders to provide "viable documentary" evidence in support of their claim. Not providing the same shall result in disqualification.
5. Technical basis for "most advantageous Bidder" shall be higher marks scored.

*Farrukh Anis*  
04/2/2025  
Farrukh Anis  
DM (O&M)

**Farrukh Anis**  
Deputy Manager  
Operations & Maintenance  
SSGC LPG (Pvt.) Ltd.

*Abdul Hameed Gul*  
Abdul Hameed Gul  
Head of Operations  
**ABDUL HAMEED GUL**  
Head Terminal  
(Operation & Maintenance)  
SSGC LPG (Pvt) Ltd.



SECTION: VI

# SSGC LPG

**Engineering Study to find out engineering solution to ensure 24/7 firewater availability  
at SLL Port Qasim Jetty.  
Tender Enquiry # SLL-1728**

**BOQ-1**

| Engineering Study to find out engineering solution to ensure 24/7 firewater availability at SLL Port Qasim Jetty. |  |     |      |                |       |
|---|--|-----|------|----------------|-------|
| S#  | Activity   | Qty | Unit | Unit Rate PKR  | TOTAL |
|   |  |     |      | (GST/SST/Excl) | (PKR) |
| 1   | 2  | 3   | 4    | 5              |       |
| 1   | Develop a detailed timeline for the installation or upgrade of the firewater system, including design, procurement, construction, and commissioning phases.                  |     |      |                |       |
| 2   | Provide detailed cost estimates for each phase of the project, including procurement of materials, equipment, installation, and testing.                                     |     |      |                |       |
| 3   | Suggest potential vendors or contractors who specialize in the supply and installation of firewater systems and related components.  |     |      |                |       |
| 4   | Provide guidance on how the firewater system can be expanded or upgraded in the future if needed, based on changes in operational needs or regulatory requirements.          |     |      |                |       |
| 5   | Provide a comprehensive report detailing the entire study, including findings, recommendations, designs, and justifications for proposed solutions.                          |     |      |                |       |
| 6   | Deliver final drawings, specifications, and operating manuals for the implemented system, ensuring that all documentation is up to date and accessible for future reference. |     |      |                |       |
| 7   | Engineering Study to find out engineering solution to ensure 24/7 firewater availability at SLL Port Qasim Jetty, as per scope of study.                                     |     |      |                |       |
| <b>TOTAL ESTIMATE (PKR)</b>   |  |     |      |                |       |

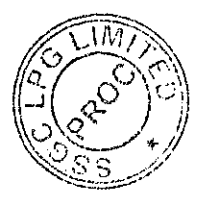
*Farrukh Anis*  
04/2/2025

Farrukh Anis  
DM (O&M)

**Farrukh Anis**  
Deputy Manager  
Operations & Maintenance  
SSGC LPG (Pvt.) Ltd.

*Abdul Hameed Gul*

Abdul Hameed Gul  
Head of Operations  
**ABDUL HAMEED GUL**  
Head Terminal  
(Operation & Maintenance)  
SSGC LPG (Pvt) Ltd.



**CONTRACT FORM**  
Contract No. SLL-1728  
**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 though 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 action 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.



Supplier Code: \_\_\_\_\_

FORM-X  
**BANK ACCOUNT DETAILS FOR ALL BENEFICIARIES**

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

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

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

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

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

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

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

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

Branch Code: \_\_\_\_\_

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

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. In case of the above details has already submitted, please tick the box above "Information already submitted" and also ensure Form-X is duly signed and stamped.



**SSTW-05**

Ref No: \_\_\_\_\_

Dated: \_\_\_\_\_

M/s: \_\_\_\_\_

SNTN: \_\_\_\_\_

Address: \_\_\_\_\_

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

Dear Sir,

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

.....  
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: \_\_\_\_\_

