Standard Bidding Document

TE/COMP/004/26-27 (TUFF PAVER & KERB STONE WORKS AT COMPRESSOR STATION CC-3 GALI JAGIR)
(Works)

National

Single Stage-One Envelope

CORRIGENDUM # 1	CORR-P112150-001
Initiation Date	September 15, 2026

September 15, 2026

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REQUEST FOR BIDS

PROCUREMENT OF CIVIL WORKS

1. The **Sui Northern Gas Pipelines Limited (SNGPL) Lahore (Sui Northern Gas Pipelines Limited (SNGPL))** has reserved Funds for the procurement planned for FY **2026-27**. The **Sui Northern Gas Pipelines Limited (SNGPL) Lahore (Sui Northern Gas Pipelines Limited (SNGPL))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**TE/COMP/004/26-27 (TUFF PAVER & KERB STONE WORKS AT COMPRESSOR STATION CC-3 GALI JAGIR)**" with the reference of "**P112150**".

2. The **Sui Northern Gas Pipelines Limited (SNGPL) Lahore (Sui Northern Gas Pipelines Limited (SNGPL))** invites sealed Bids from eligible Bidders for procurement of Works **(TE/COMP/004/26-27 (TUFF PAVER & KERB STONE WORKS AT COMPRESSOR STATION CC-3 GALI JAGIR))** described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-One Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

4. All Bids must be accompanied by a Bid Security amount described in Bid Security Section in Bidding Document in the form of . Or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/112150** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Monday, September 21, 2026 09:30 AM**. E-bids will be opened by using **EPADS v2.0** on the same day at **Monday, September 21, 2026 10:30 AM**. Manual submission of Bids shall not be entertained. Those vendor who have not yet registered on the new version of **EPADS v2.0**, may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to explain the registeration process is available at **https://www.youtube.com/watch?v=MNW6T38v7tc.**

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

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Instructions to Bidders

A. INTRODUCTION

1. **Scope of Bid**

1.1. The Procuring agency/Employer (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the execution of Works as specified in the BDS and Section V- Works Requirements. The name, identification, and number of lots (contracts) of this National/ International Competitive Bidding process are specified in the BDS.

2. **Source of Funds**

2.1. Source of funds as referred in Clause 2 of Bid Data Sheet.

3. **Eligible Bidders**

3.1. A bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture or consortium. In the case of a joint venture or consortium, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture or consortium shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or consortium during the Bidding process, and in case of award of contract, during the execution of contract. Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.

(The limit on the number of members of JV or Consortium may be prescribed

in BDS, in accordance with the guidelines issued by the PPRA).

3.2. The invitation for bids is open to all prospective bidders subject to any provisions of incorporation or licensing by the respective national/ international incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidder keeping in view the requirement of that business.

3.3. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

3.3.1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring agency/Employer to provide consulting services for the preparation of design or technical specifications of the works that are the subject of the bid; or

3.3.2. have controlling shareholders in common; or

3.3.3. receive or have received any direct or indirect subsidy from any of them; or

3.3.4. have the same legal representative for purposes of this Bid; or

3.3.5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Procuring agency/Employer regarding this Bidding process; or

3.3.6. Submit more than one bid in this bidding process.

3.4. A Bidder may be ineligible if –

3.4.1. he is declared bankrupt or, in the case of company or firm, insolvent;

3.4.2. payments in favor of the bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3.4.3. the bidder is convicted, by a final judgment of a Court of Law or relevant Professional Statuary Body, of any offence involving professional conduct;

3.4.4. The bidder is debarred/ blacklisted by a national level Procuring agency/Employer and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.

3.5. As and when required, bidders shall provide to the Procuring agency/Employer evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.6. Bidders shall submit proposal relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract is envisaged.

4. **Eligible Material and Equipment**

4.1. All the material and equipment to be mobilized under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such materials and equipment. For this purpose, ineligible countries are stated in the section-IV titled as “Eligible Countries”.

B. BIDDING DOCUMENTS

5. **Contents of Bidding Documents**

5.1. The scope of Works, bidding procedures, and terms and conditions of the contract are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents which should be read in

conjunction with any addenda issued in accordance with ITB 7.1 include:

Section I -Invitation for Bids

Section II Instructions to Bidders (ITBs)

Section III Bid Data Sheet (BDS)

Section IV Eligible Countries

Section V Evaluation and Qualification Criteria

Section VI Works Requirements Technical Specifications & Schedule of Requirements

Section VII Standard Bidding Forms

Section VIII General Conditions of Contract (GCC)

Section IX Particular Conditions of Contract (PCC)

Section X Contract Forms

5.2. The bidder is expected to examine all instructions, forms, specifications, terms and conditions prescribed in the bidding documents. Failure to furnish all the information required in the bidding documents will be at the bidder's risk and may result in the rejection of his bid.

6. **Clarification of Bidding Document, Pre-bid Meeting**

6.1. A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer through EPADS.

6.2. The Procuring agency/Employer shall respond to the request for clarification in accordance with Rule 31 of the Public Procurement Rules 2004.

6.3. Should the Procuring Agency deem it necessary to amend the BIDDING document as a result of a clarification, it shall do so following the procedure under ITB 7.

6.4. If indicated in the BDS, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned in the BDS. During this pre-bid meeting, prospective bidders may request clarification of the schedule of requirement, the evaluation criteria or any other aspects of the bidding documents.

6.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to ITB 7. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

6.6. The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

6.7. The bidder and any of its authorized personnel will be granted permission by the Procuring agency/Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder and its personnel will release and indemnify the Procuring agency/Employer from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7. **Amendment of Bidding Documents**

7.1. The procuring agency may issue notification of any change, addition, modification or deletion in accordance with Rule 23 of the Public Procurement Rules 2004 i.e. Bidding Documents.

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

Provided that the Procuring agency/Employer shall extend the deadline for submission of bid in pursuance of Rule 27 of the Public Procurement Rules 2004, i.e. Extension of time for submission of bids, if such an addendum is

issued within last three (03) days of the bid submission deadline.

C. PREPARATION OF BIDS

8. **Language of Bid**

8.1. The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring agency/Employer shall be written in the English language unless specified in the BDS. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the bidder, the translation shall govern.

9. **Documents Constituting the Bids**

9.1. The Bids prepared by the Bidder shall constitute of all the documents required in the BDS.

10. **Documents Establishing Eligibility of Material, Equipment and Works, their Conformity to Bidding Documents**

10.1. The bid prepared by the bidder shall constitute the following components: -

10.1.1. Documentary evidence established in accordance with ITB 10 that the material and equipment to be utilized by the Bidder for the executions of works are eligible material and equipment and conform to the Bidding Documents;

10.1.2. Documentary evidence established in accordance with ITB 11 that the bidder has been authorized to carry out the Construction works;

10.1.3. Documentary evidence established in accordance with ITB 11 that the bidder is eligible and/or qualified for the subject bidding process;

10.1.4. Form of Bid and Bid Prices completed in accordance with ITB 12 and 13;

10.1.5. Completed schedules as required, including priced Bill of Quantities in accordance with ITB 13.

10.1.6. Technical Proposal completed in all aspects in accordance with ITB-15.

10.1.7. Bid security or Bid Securing Declaration furnished in accordance with ITB 17;

10.1.8. Any other document required in the BDS.

10.2. In addition to the requirements, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.

10.3. The bidder shall furnish, as part of its bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the bidding documents for all material, equipment and works which the bidder proposes to execute.

10.4. The documentary evidence of conformity of the material, equipment and works to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

10.4.1. a detailed description of the work methodology, approach, schedule and resources to be mobilized at site;

10.4.2. an item-by-item commentary on the Procuring agency/Employer’s Technical Specifications demonstrating substantial responsiveness of the material, equipment and works to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;

10.4.3. any other procurement specific documentation requirement as stated in the BDS.

10.5. The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.

11. **Documents Establishing Eligibility and Qualification of the Bidder**

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

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

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

11.3.1. The bidder has the financial and technical capability necessary to perform the Contract, meets the qualification criteria specified in Section-V, Evaluation and Qualification Criteria and BDS.

11.3.2. In the case of a bidder not doing business within Pakistan, the bidder is or will be (if awarded the contract) represented by a local bidder (Joint Venture) in accordance with the PEC works bylaws, and in case of award of works such foreign firm is required to participate in the execution of works to carry out its obligations as prescribed in the Conditions of Contract and /or Technical Specifications.

11.3.3. That the bidder meets the qualification criteria listed in Section-V, Evaluation and Qualification Criteria and BDS.

12. **Forms of Bid**

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

13. **Bid Prices**

13.1. The bid prices quoted by the bidder in the Standard bid Forms, Bill of Quantities and in the Price Schedules shall conform to the requirements specified below or exclusively mentioned hereafter in the bidding documents.

13.2. The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items in the Bill of Quantities and will not be paid for separately by the Procuring agency/Employer.

13.3. Items not listed in the Price Schedule shall be assumed not to be included in the bid, and provided that the bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s):
Provided that:

13.3.1. where there is only one (substantially) responsive bidder, or

13.3.2. where there is provision for alternate proposals and the respective items are not listed in the other bids,
The Procuring agency/Employer may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.

13.4. The Bid price to be quoted in the Form of Bid in accordance with ITB 12 shall be the total price of the bid.

13.5. Unless otherwise specified in the BDS and the Contract, the rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the

Conditions of Contract.

13.6. If so specified in ITB 1.1, bids may be invited for individual lots (contracts) or for any combination of lots (packages).

13.7. Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITB 27, unless otherwise price adjustment is permissible under Conditions of the Contract.

13.8. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the bidder.

14. **Currencies of Bid and Payment**

14.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS. Comparison of bids and tie of bid shall be treated in accordance with the Rule 30(2) of Public Procurement Rules, 2004.

15. **Documents Comprising the Technical Proposal**

15.1. The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section VII – Standard Bid Forms, in sufficient detail to demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.

16. **Bid Validity Period**

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

16.2. Under exceptional circumstances, prior to the expiration of the initial Bids/Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids/Bid. Such request for extension of the period of bid validity shall be carried out in accordance with Rule 26 of the Public Procurement Rules, 2004.

17. **Bid Security or Bid Securing Declaration**

17.1. Pursuant to ITB 11.1 unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, a Bid Security in accordance with Rule 25 of the Public Procurement Rules, 2004 in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section VII (Standard Bidding Forms).

In case Procuring agency/Employer is inviting bids in lots / packages, the bidder shall be required to submit his bid security against the respective lot/ package for which he is submitting his bid.

Until the development of functionality of auto verification of financial instrument in EPADS, the scanned copy of bid security or bid securing declaration, as the case may be, shall be uploaded on E-PADS whereas the original instrument to be submitted to the procuring agency before closing of bid submission deadline,

17.2. The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the **BDS** which shall be in any of the following:

17.2.1. A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring agency/Employer and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the bidder;

17.2.2. A cashier's or certified cheque; or

17.2.3. Another security as indicated in the **BDS**.

17.3. The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Section VII (Standard Bidding Forms) or another form approved by the Procuring agency/Employer prior to the bid submission.

17.4. The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in ITB 17.9 are invoked.

17.5. Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 17.1 or 17.3 shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to ITB 27.

17.6. Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to ITB 16. The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

17.6.1. The expiry of the Bid Security;

17.6.2. The entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Biding documents;

17.6.3. The rejection by the Procuring agency/Employer of all Bids;

17.6.4. The withdrawal of the bid prior to the deadline for the submission of bids, unless the biding documents stipulate that no such withdrawal is permitted.

17.7. The successful bidder's Bid Security will be discharged upon the bidder signing the contract pursuant to ITB 40, or furnishing the performance security (or guarantee), pursuant to ITB 41.

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

17.8.1. if a Bidder:

17.8.1.1. Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on the Form of Bid except as provided for in ITB 16.2; or

17.8.2. In the case of a successful bidder, if the bidder fails:

17.8.2.1. to sign the contract in accordance with ITB 40; or

17.8.2.2. to furnish performance security (or guarantee) in accordance with ITB 41.

17.9. In case of Bid Security issued by the foreign bank is allowed by the Procuring agency/Employer, the same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in the name of Joint venture to ensure joint responsibility. In case the JV is not legally constituted at the time of bid submission, the bid security or bid securing declaration shall be in the names of all future members as named in the letter of bid.

18. **Withdrawal of Bids**

18.1. Before bid submission deadline, any bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding must accompany the respective written notice.

19. **Format and Signing of Bid**

19.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before bid submission deadline.

D. SUBMISSION OF BIDS

20. **Submission of Bids through EPADS v2.0**

20.1. All bids shall be submitted through EPADS v2.0.

21. **Deadline for Submission of Bids**

21.1. All bids shall be received through **EPADS v2.0** not later than bid submission deadline as specified in the **BDS**.

21.2. The Procuring agency/Employer may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids, pursuant to Rule 27 of the Public Procurement Rules, 2004. Extension of Time for submission of bid, by amending the Bidding Documents in accordance with ITB 7, in which case all rights and obligations of the Procuring agency/Employer and bidders previously subject to the deadline will thereafter be subject to the new deadline.

22. **Substitution and Modification of bids**

22.1. A bidder may substitute or modify his bid after it has been submitted, provided that written notice of the substitution or modification of the bid, is received by the Procuring agency/Employer prior to the deadline for submission of bids.

22.2. Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in **ITB 18** .

E. OPENING AND EVALUATION OF BIDS

23. **Opening of Bids**

23.1. The Procuring Agency will open bids in accordance with Rule 28 of the Public Procurement Rules, 2004 and as specified in the BDS.

24. **Confidentiality**

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

25. **Clarification of Bids**

25.1. Clarification of Bidding Documents shall be carried out in accordance with Rule 31 of the Public Procurement Rules, 2004.

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

25.2.1. evaluation & qualification criteria;

25.2.2. required scope of work;

25.2.3. contract price;

25.2.4. all securities requirements;

25.2.5. tax requirements;

25.2.6. terms and conditions of bidding documents.

25.2.7. change in the ranking of the bidder

26. **Preliminary Examination of Bids**

26.1. Prior to the detailed evaluation of bids, the Procuring agency/Employer will determine whether each bid:

26.1.1. meets the eligibility criteria defined in **ITB 3** and **ITB 4**;

26.1.2. has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents;

26.1.3. has been properly signed;

26.1.4. is accompanied by the required securities; and

26.1.5. is substantially responsive to the requirements of the bidding documents.

The Procuring agency/Employer's determination of a bid's substantial responsiveness will be based on the contents of the bid itself.

26.2. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -

26.2.1. affects in any substantial way the scope, quality, or performance of the Works;

26.2.2. limits in any substantial way, inconsistent with the bidding documents, the Procuring agency/Employer's rights or the bidders' obligations under the Contract; or

26.2.3. if rectified, would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3. The Procuring agency/Employer will confirm that the documents and information specified under ITB 9, 10 and 11 have been provided in the bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.

26.4. The Procuring agency/Employer may waive-off any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the works. The Procuring agency/Employer either shall give the bidder an opportunity to cure any deficiency resulting from a minor

informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring agency/Employer. Examples of minor informalities or irregularities include failure of a bidder to –

26.4.1. *Submit the number of copies of signed bids required by the invitation;*

26.4.2. *Furnish required information concerning the number of its employees;*

26.4.3. *the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.*

26.5. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer may request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the bidder to comply with the request may result in the rejection of its bid.

26.6. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.

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

27. **Examination of Terms and Conditions; Technical Evaluation**

27.1. The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the **GCC** and the **PCC** have been

accepted by the bidder without any material deviation or reservation.

For this purpose:

“Deviation” means departure from the requirements specified in the Bidding Document.

“Reservation” means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.

27.2. The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with ITB 30, to confirm that all requirements specified in Section VI – Works Requirement, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.

27.3. If after the examination of the terms and conditions and the technical evaluation, the Procuring agency/Employer determines that the bid is not substantially responsive in accordance with ITB 27, it shall reject the bid.

28. **Correction of Arithmetic Errors**

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

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

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

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

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

28.2. The amount stated in the Bid will, be rectified by the Procuring agency/Employer in accordance with the above procedure for the correction of errors and, with, the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, its bid shall be rejected after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with **ITB 41.3**.

29. **Conversion to Single Currency**

29.1. The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works from outside the Procuring agency/Employer's country (referred to as the "Foreign Currency Requirements") shall indicate the same in the letter of bid-financial proposal. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid. Comparison of bids quoted in different currencies and conversion of bids into a single currency shall be carried out in accordance with Rule 30(2) of the Public Procurement Rules, 2004**.**

30. **Evaluation of Bids**

30.1. The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to **ITB 27**.

30.2. In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the BDS

and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.

30.3. The Procuring agency/Employer's evaluation of a bid will take into account:

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

30.3.2. converting the amount resulting from applying above, if relevant, to a single currency in accordance with ITB 29;

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

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

30.6. If the bid, which results in the Evaluated Bid Price (Successful Bid), is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

Explanation:

"Unbalanced" or "front-loaded" bids consist of deliberately submitting bids with artificially high prices or unit rates for the early stages of a construction project, offset by artificially low prices or unit rates for the later stages of the project, to improve the contractor's cash flow.

31. **Domestic Preference**

31.1. If the **BDS** so specifies, the Procuring agency/Employer will grant a margin of preference to the domestic contractor in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.

32. **Determination of Successful Bid**

32.1. The Procuring agency/Employer shall compare the evaluated bids in accordance with the predefined bidding procedure, of all substantially responsive bids to determine the Successful bidder.

33. **Qualification of Bidder**

33.1. The Procuring agency/Employer shall determine to its satisfaction whether the bidder is substantially responsive and whose bid is declared as Successful bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Evaluation and Qualification Criteria.
Note: In case of international bidding, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.

33.2. The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 11**.

33.3. Prior to contract award, the Procuring agency/Employer will verify that the successful bidder (including each member of a JV) is not blacklisted/debarred. The Procuring agency/Employer will conduct the same verification for each sub-contractor proposed by the successful bidder.

34. **Sub-Contractors**

34.1. The bidder shall provide details regarding any specialized sub-contractor to the Procuring agency/Employer. In case change of sub-contractors, the bidder shall promptly notify the Procuring agency/Employer and obtain approval for replacement of sub-contractors.

34.2. Bidders may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the **BDS**.

35. **Abnormally Low Financial Bid**

35.1. A procuring Agency may reject abnormally low bids. The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned. Moreover, the Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid

Guidance for Procuring agency/Employer:

An abnormally low bid means, in the light of the Procuring agency/Employer's estimate and of all the bids submitted, the bid appears to be abnormally low by not providing a margin for normal levels of profit. In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:

35.1.1. Comparing the bid price with the cost estimate;

35.1.2. Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and

35.1.3. Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.

35.2. The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB 11**

35.3. The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 11**, as well as such other information as the Procuring agency/Employer deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders' qualifications.

35.4. Procuring agency/Employer may seek “Certificate for Independent Price Determination” from the bidder and the results of reference checks may be used in determining award of contract.

Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.

35.5. An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder’s bid, in which event the Procuring agency/Employer will proceed to the next ranked bidder to make a similar determination of that bidder’s capabilities to perform satisfactorily.

F. AWARD OF CONTRACT

36. **Criteria of Award**

36.1. Subject to **ITB 36 and 37**, the Procuring agency/Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has been declared as Successful Bidder, provided that such bidder has been determined to be:

36.1.1. eligible in accordance with the provisions of **ITB 3**;

36.1.2. is determined to be qualified to perform the Contract satisfactorily; and

36.1.3. Successful negotiations have been concluded, if any.

37. **Negotiations**

37.1. The Committee of the Procuring agency/Employer may negotiate with the Most Advantageous Bidder relating to the following areas:

37.1.1. a minor alteration to the technical (drawings, design technical specifications) details of the statement of works;

37.1.2. Methodology, work plan, staffing in view to streamline the work;

37.1.3. a minor amendment to the Particular conditions of Contract;

37.1.4. finalizing payment arrangements;

37.1.5. clarifying details that were not apparent or could not be finalized at the time of Bidding;

37.2. Where negotiation fails to result into an agreement, the Procuring agency/Employer may invite the next ranked bidder for negotiations. Where negotiations are commenced with the next ranked bidder, the Procuring agency/Employer shall not reopen earlier negotiations.

38. **Procuring agency's Right to reject All Bids**

38.1. The procuring agency has the right to reject all bids in accordance with Rule 33 of the Public Procurement Rules, 2004. However, the Authority (i.e. **PPRA**) may call from the Procuring agency/Employer the justification of those grounds.

39. **Notification of Award**

39.1. The procuring agency shall announce and publish the evaluation result in accordance with Rule 35 of the Public Procurement Rules, 2004.

39.2. Where no complaints have been lodged, the bidder whose bid has been accepted will be notified of the award by the Procuring agency/Employer prior to expiration of the bid validity period through EPADS. However, the Procuring agency/Employer shall not award any procurement contract at least for five (05) days after the announcement of final evaluation report. The notification letter (herein after and in the condition of the contract and contract form called “Letter of Acceptance” will specify the sum that the Procuring agency/Employer will pay the successful bidder in consideration for the execution and completion of the

works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

39.3. The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with **ITB 41** and signing of the contract in accordance with **ITB 40**.

39.4. Upon the successful bidder's furnishing of the performance security (or guarantee) pursuant to **ITB 41**, the Procuring agency/Employer will promptly notify each unsuccessful bidder, the name of the successful bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the bidder(s) pursuant to **ITB 17**.

40. **Signing of Contract**

40.1. Promptly after notification of award, Procuring agency/Employer shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.

40.2. Immediately after the Redressal of grievance by the **GRC**, and after fulfillment of all conditions precedent of the Contract Form, the successful bidder and the Procuring agency/Employer shall sign the contract.

40.3. Where no formal signing of a contract is required, work order issued to the bidder shall be construed to be the contract.

41. **Performance Security (or Guarantee)**

41.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring agency/Employer a Performance Guarantee in the amount and in the form stipulated in the BDS and PCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

41.2. If the Performance Guarantee is provided by the successful bidder and it shall be in the form specified in the BDS which shall be in any of the following:

41.2.1. certified cheque, cashier's or manager's cheque, or bank draft;

41.2.2. irrevocable letter of credit issued by a scheduled bank of Pakistan or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a scheduled bank of Pakistan;

41.2.3. bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign bidder, bonded by a foreign bank; or

41.2.4. surety bond callable upon demand issued by any reputable surety or insurance company.

Any Performance Guarantee submitted shall be enforceable in Pakistan.

41.3. Failure of the Most Advantageous Bidder to comply with the requirement of **ITB 40** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or declare blacklisted (in case bid securing declaration is submitted) in which event the Procuring agency/Employer may make the award to the next most advantageous bidder or reinitiate the procurement process afresh (as a case may be).

42. **Advance Payment**

42.1. Advance payment will be provided to the bidder in percentage and in the manner as agreed by the both parties in terms of Conditions of the Contract.

42.2. The Procuring agency/Employer will provide an advance payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated and/or Conditions of the Contract. The advance payment request shall be accompanied by an advance payment security (guarantee) in the form provided in Section X. For the purpose of receiving the advance payment, the bidder shall make and estimate of, and include in its bid, the expenses that will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring agency/Employer's "**Notice to Commence**" as specified in the **PCC**.

43. **General Performance of the Bidders**

43.1. The Procuring agency/Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts / works. The Procuring agency/Employer may seek information / report from the previous employer for consideration. However, the Procuring agency/Employer shall incorporate such parameters in the evaluation criteria and accordingly decide the fate of the bid submitted.

44. **Corrupt & Fraudulent Practices**

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

G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

45. **Grievance Redressal**

45.1. Grievance Redressal shall be carried out in accordance with Rule 48 of the Public Procurement Rules, 2004 i.e. Redressal of grievances by the procuring agency and “Redressal of Grievances Regulations 2021”.

H. MECHANISM OF BLACKLISTING

46. **Mechanism of Blacklisting**

46.1. The Procuring agency/Employer shall proceed Blacklisting of Bidders/Contractors in accordance with Rule 19 of the Public Procurement Rules, 2004 i.e. Blacklisting and “Blacklisting and Debarment of Bidders or Contractors Regulations 2024.

Bid Data Sheet

Bids Data Sheet (BDS)

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

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
A. Introduction		
1	**1.1**	Name of Procuring Agency:**Sui Northern Gas Pipelines Limited (SNGPL) Lahore (Sui Northern Gas Pipelines Limited (SNGPL))** The subject of procurement is: **TE/COMP/004/26-27 (TUFF PAVER & KERB STONE WORKS AT COMPRESSOR STATION CC-3 GALI JAGIR)** Expected commencement date: **Wednesday, October 28, 2026**
2.	**2.1**	Financial year for the operations of the Procuring Agency:**2026-27** Name and identification number of the Contract: **P112150**
3.	**3.1**	JV/Consortium or AssociationAllowed: **No** Number of JV/Consortium Members: **Nil**
B. Bidding Documents		

4.	**6.2 & 6.4**	The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Friday, September 18, 2026
5.	**7.2**	Any addendum, in case issued, shall be published on **Sui Northern Gas Pipelines Limited (SNGPL) Lahore (Sui Northern Gas Pipelines Limited (SNGPL))** website and on **EPADS v2.0**.

C. Preparation of Bids

6.	**8.1**	List of documents required along with the bid: No
7.	**9.1**	The qualification criteria to establish the supply / production capability of the bidder. *see Eligibility Criteria*
8.	**11.2**	**Works and Their relateddocuments:** *See section Required Scope of Work*
9.	**11.1**	Price schedule will be provided according to the format defined and acquired. *see section price schedule.*
10.	**11.4**	**Specifications:** *see section of specifications.*
11.	**11.5 & 13.5**	The price shall be **Fixed**. The bid price shall be adjusted in accordance with Appendix provided – Formula for Price Adjustment.

12.	**14.1**	Currency of the Bids shall be : **PKR**
13.	**16.1**	The Bids/Bid Validity period shall be: **90 Days**
14.	**17.1**	The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**
15.	**17.2**	The Bid Security shall be in the form of:
16.	**15.1**	Alternative Bids to the requirements of the bidding documents willnot be permitted.

D. Submission of Bids

17.	**18.1 & 21.1**	Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following; **SNGPL Transmission Office Piran Ghaib Road Multan, Multan City, Multan (District), Multan Division (Division), Punjab (Province).** Bids that are not submitted on EPADS v2.0 shall be disqualified. The deadline for Bids submission is: **Monday, September 21, 2026 09:30 AM**

E. Opening and Evaluation of Bids

18.	**24.1**	The Bids opening shall take place on **EPADS v2.0**. Day *:* ***Monday*** Date:***September 21, 2026*** Time *:* ***10:30 AM***
19.	**30.2**	Selection technique adopted will be: **Least Cost Based Selection (LCBS)** *see Evaluation Criteria*
F. Award of Contract		
20.	**41.1 & 41.2**	The Performance guarantee shall: **0%**. The Performance Guarantee shall be acceptable in the form of:**Nil**
21.	**45.1**	Arbitrator shall be appointed by mutual consent of the both parties.
G. Review of Procurement Decisions		
22.	**37**	Grievance against this procurement shall be submitted online on EPADS v2.0.

Eligibility Criteria

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

Evaluation Criteria

Least Cost Based Selection (LCBS)

Jobs/Lots

Jobs Without Lots :

Job	Delivery Schedule	Quantity	Bid Security
TUFF PAVER & KERB STONE WORKS AT COMPRESSOR STATION CC-3 (GALI JAGIR)	Address: SNGPL Transmission Office Piran Ghaib Road Multan, Multan City, Multan (District), Multan Division (Division), Punjab (Province). Schedule: 20 days Quantity: 1/job	1/job	40000 PKR

Related Services :

No

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Work Specifications and Market Rates

Jobs Without Lots :

Job: TUFF PAVER & KERB STONE WORKS AT COMPRESSOR STATION CC-3 (GALI JAGIR)

Specifications / Requirements:

Sr. No	Ref. No.	Description	Unit	Qty	Rate	Amount
1	P112150	Sub Base Removing of existing debris, Providing, Laying, Compaction and watering of sub base 3" thick compacted.	Sq ft	1685	69.6	117276
2	P112150	Kerb Stone/Block Providing of Kerb Stone, Size 12"x14" including excavation. Fixing with concrete at back side of the Pavers and back filling complete in all respect.	Sq ft	600	800.406	480243.6
3	P112150	Tuff Paver 60 mm Thick Providing and fixing of 60mm thick Tuff Pavers with a minimum compressive strength of 7000 psi, manufactured by Izhar, Envi Concrete or equivalent over a 1.5" to 2" thick sand cussion laid on existing brick soling and compacted 3" thick Sub-base. The work shall include sand grouting over the Tuff Paver to fill the joints complete in all respect.	Sq ft	5415	258.9991	1402480.1265
					GRAND TOTAL:	Rs1,999,999.73

Scope of Work

SCOPE OF WORK

1. **Sub Base**

Removing of existing debris, Providing, Laying, Compaction and watering of sub base 3" thick compacted.

1. **Kerb Stone/Block**

Providing of Kerb Stone, Size 12"x14" including excavation. Fixing with concrete at back side of the Pavers and back filling complete in all respect.

1. **Tuff Paver 60 mm Thick**

Providing and fixing of 60mm thick Tuff Pavers with a minimum compressive strength of 7000 psi, manufactured by Izhar, Envi Concrete or equivalent over a 1.5" to 2" thick sand cussion laid on existing brick soling and compacted 3" thick Sub-base. The work shall include sand grouting over the Tuff Paver to fill the joints complete in all respect.

Price Schedule

For Individual Jobs

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

For Lots

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

General Conditions of Contract

A. General

1. **Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

1.1.12. “Government” means the Government of Pakistan;

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

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

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

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

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

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

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

2. **Applicable Law**

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

3. **Language**

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

4. **Notices**

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

5. **Location**

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

5.2. A {DOCUMENTS}

6. **Authorized Representatives / Authority of Member in charge**

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

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

7. **Effectiveness of Contract**

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

8. **Commencement of Services**

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

9. **Program schedule**

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

10. **Starting Date/Expiration Date**

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

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

11. **Entire Agreement**

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

12. **Modification**

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

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

13. **Force Majeure**

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

13.2. **No Breach of Contract**
The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative

measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

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

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

14. **Termination**

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

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

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

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

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

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

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

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

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

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

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

C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

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

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

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

16. **Conflict of Interests**

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

16.2. **Contractor and Affiliates Not to be Otherwise Interested in Project**
The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. **Prohibition of Conflicting Activities**
Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC.**

17. **Insurance to be Taken Out by the Contractor**

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

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

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

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC.**

19. **Reporting Obligations**

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

20. **Liquidated Damages**

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

20.2. **Correction for Over-payment**
If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The

Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC.**

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

21. **Performance Guarantee**

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

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

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

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

22. **Sustainable Procurement**

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

D. Contractor's Personnel

23. **Description of Personnel**

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

24. **Removal and / or Replacement of Personnel**

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

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

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

E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

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

26. **Services and Facilities**

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

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

F. Payments to the Contractor

27. **Contract Price**

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

28. **Terms and Conditions of Payment**

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

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

29. **Quality Control Identifying Defects**

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the **SCC.** The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are

found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the **SCC**.

29.2. A {INSPECTION}

30. **Correction of Defects, and Lack of Performance Penalty**

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

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

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

31. **Settlement of Disputes Amicable Settlement**

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

32. **Dispute Settlement**

32.1. **Arbitration**
If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.
Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.

Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause

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

Number of GC Clause 1

Definitions

The Procuring Agency is: Sui Northern Gas Pipelines Limited (SNGPL) Lahore (Sui Northern Gas Pipelines Limited (SNGPL)), Senior Engineer SNGPL Transmission Office Piran Ghaib Road Multan, Multan City, Multan (District), Multan Division (Division), Punjab (Province).

The Supplier is:

The title of the subject procurement is: TE/COMP/004/26-27 (TUFF PAVER & KERB STONE WORKS AT COMPRESSOR STATION CC-3 GALI JAGIR)

Number of GC Clause 2

Applicable/Governing Law:

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

Number of GC Clause 3

Language:

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

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

Sui Northern Gas Pipelines Limited (SNGPL) Lahore (Sui Northern Gas Pipelines Limited (SNGPL)), Senior Engineer
SNGPL Transmission Office Piran Ghaib Road Multan, Multan City, Multan (District), Multan Division (Division), Punjab (Province).
+92-336-418-2154
muhammad.abubakar@sngpl.com.pk

Contractor/ Bidder:

[Name, address and telephone number]

The Contractor/ Bidder's Representative(s)

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

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

Sui Northern Gas Pipelines Limited (SNGPL) Lahore (Sui Northern Gas Pipelines Limited (SNGPL)), Senior Engineer
SNGPL Transmission Office Piran Ghaib Road Multan, Multan City, Multan (District), Multan Division (Division), Punjab (Province).
+92-336-418-2154
muhammad.abubakar@sngpl.com.pk

For the Bidder:

Name: …….

Designation: ……..

Address: ……..

Number of GC Clause 7

Effectiveness of the contract

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

Number of GC Clause 8

Commencement of Contract:

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

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be ……

Number of GC Clause 14

Termination

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

Number of GC Clause 16

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.10%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:

The amount of performance guarantee shall be **0%** of the contract price in acceptable form of **Nil**

Number of GC Clause 27

Currency of Payment:

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

Number of GC Clause 28

Payment terms:

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

Number of GC Clause 29

Identifying Defects:

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

Inspections & Tests Requirements

For being Brand New, bearing relevant reference numbers of the equipment (Certificate from supplier)

For Physical Fitness having No Damages (Certificate from supplier)

For the Country of Origin as quoted by the Supplier (Certificate from manufacturer)

For conformance to specifications and performance parameters, through Prior to delivery inspection (Inspection Report by Procurement Committee / Inspection Team)

For successful operation at site after complete installation, testing and commissioning of the equipment (Installation, Testing and Commissioning Report by Procurement Committee / Inspection Team)

Delivery & Documents

Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;

Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;

Copies of the packing list identifying contents of each package;

Insurance Certificate;

Manufacturer's or Supplier's Valid Warranty Certificate;

Inspection Certificate issued by the Nominated Inspection Agency (if any), and the Supplier's Factory Inspection Report;

Certificate of Origin.

The above documents would be required even if the equipment has already been imported and is available with the supplier ex-stock

Number of GC Clause 31

Following is the guidance for Dispute Resolution

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract... (full clause unchanged)

ii. At future of negotiation the dispute shall be resolved through mediation...

iii. At failure of mediation, arbitration under Arbitration Act 1940...

iv. Cost sharing equally...

v. Proceedings may commence before/after completion...

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder shall be referred to arbitration under the laws of Pakistan including Arbitration Act 1940.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place shall be Islamabad. The award shall be final and binding.

Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.:***P112150***

To: **Sui Northern Gas Pipelines Limited (SNGPL) Lahore (Sui Northern Gas Pipelines Limited (SNGPL)), Senior Engineer SNGPL Transmission Office Piran Ghaib Road Multan, Multan City, Multan (District), Multan Division (Division), Punjab (Province).**

We, the undersigned, declare that:

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

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

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the _____ day of _____ 20_____ between **Sui Northern Gas Pipelines Limited (SNGPL) Lahore (Sui Northern Gas Pipelines Limited (SNGPL)), Senior Engineer SNGPL Transmission Office Piran Ghaib Road Multan, Multan City, Multan (District), Multan Division (Division), Punjab (Province).**

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

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **TE/COMP/004/26-27 (TUFF PAVER & KERB STONE WORKS AT COMPRESSOR STATION CC-3 GALI JAGIR) (*P112150*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

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

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency's Letter of Acceptance; and
8. [*add here: any other documents*]

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

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

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

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

Witness to the signatures of the Procuring Agency:

……

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

Witness to the signatures of the Bidder: ……

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Integrity Pact

Integrity Pact

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

Contract Number: Contract Value: Contract Title:

Dated:

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

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

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

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

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

Performance Guarantee Form

Performance Guarantee Form

To: **Sui Northern Gas Pipelines Limited (SNGPL) Lahore (Sui Northern Gas Pipelines Limited (SNGPL)), Senior Engineer SNGPL Transmission Office Piran Ghaib Road Multan, Multan City, Multan (District), Multan Division (Division), Punjab (Province).**

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

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

AND WHEREAS we have agreed to give the Bidders guarantee:

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

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

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

[address]

[date}

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Annexure

TE/COMP/004/26-27 (TUFF PAVER & KERB STONE WORKS AT COMPRESSOR STATION CC-3 GALI JAGIR)

Information (Read-Only)

See Form Under Additional Forms and Documents: **TE/COMP/004/26-27 (TUFF PAVER & KERB STONE WORKS AT COMPRESSOR STATION CC-3 GALI JAGIR)** (page number: 74)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Procurement Forms

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

Additional Forms and Documents

SUI NORTHERN GAS PIPELINES LTD

TENDER DOCUMENTS

TUFF PAVER & KERB STONE WORKS AT COMPRESSOR STATION CC-3 (GALI JAGIR)

TENDER ENQUIRY NO.

TE/COMP/004/26-27

SEAL & SIGNATURE OF BIDDER

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(I)

INVITATION FOR BIDS

Date: _____

Bid Reference No.: _____

1. Sui Northern Gas Pipelines Limited (SNGPL), invites sealed bids on **single stage single envelop system** basis thru sealed envelopes & word marked with confidential from eligible firms or persons for work which will be completed in 60 days.

2. A complete set of Bidding Document is available on PPRA Website (EPADS) which may be downloaded by the interested bidders. Bidders are required to send Tender Processing fee of PKR 1000/- (Non-Refundable) in favor of SNGPL and shall submit the same on or before the Tender Opening date & Time.

3. All bids must be accompanied by a Bid Security amounting to PKR. 40,000/- and must be delivered to Compression Department, SNGPL Transmission office, Piran Ghaib Road, Multan. at or before 0930 hours, on 21.09.2026. Bids will be opened at 1030 hours on the same day in the presence of bidders' representatives who choose to attend, at the same address.

SEAL & SIGNATURE OF BIDDER

(II)

HEALTH, SAFETY & ENVIRONMENT (HSE) STATEMENT

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The Contractor/Supplier/Vendor shall prepare and maintain information including a clear method statement, regarding Contractor/sub-contractor activities, which outline the work to be undertaken and the method(s) for minimizing and maintaining environmental impacts, OH&S Hazards and maintaining compliance with HSE regulations.

To assist in organizing and maintaining information, background information sections have been included (section I, II, III). Sections can be modified or deleted as required when requesting a method statement from Contractors / subcontractors.

SNGPL's Personnel to Complete Sections I, II, and III
Suppliers to Complete Sections IV, V, and VI

Section I Your Information: [type or print]

Name:	
Phone Number:	
Fax Number:	
Dept Name:	

Section II. Requisition Information: [type or print]

Requisition Number:	
Project Number: (if applicable)	

Section III. Service or Activity to be Performed: [Check all that apply]

Material/Chemical: (Production/Non-production)	Paint Solvent Sealer	Treatment Chemicals Lubricants, Oils, Greases Gasoline	Janitorial Material Other (specify) _____ Other (specify) _____
Facilities/Construction:	Ditching Electrical Paint Structural	Roofing Mechanical HVAC	General Contractor Arch/Engin/Consulting Other (specify) _____
Services: (Includes Environmental Services)	Janitorial Security Maintenance	Emergency Response Env. Consulting Paint Booth Cleaning	Waste Management Other (specify) _____
Containerization:	5 gal. Or less Drums Bulk Tanks	Type of Contract:	Commodity Management On-site Manager Provided Total Cost Contract

SEAL & SIGNATURE OF BIDDER

Section IV. Supplier/Contractor/Vendor Information: [Circle / Check all that apply]

Current Supplier/Contractor/Vendor to this Facility

New Supplier/Contractor/Vendor to this Facility

Currently involved in other Facility project(s)

List Project(s): _____

(Complete Information in table below) [Type or print]

Name:	
Address:	
City & Province:	
Phone Number:	
Fax Number:	
President/General Manager/ CEO etc:	
Facility Site Coordinator:	
Email Address:	
Phone Number:	
Mobile Number:	
Fax Number:	
Pager:	
24 Hour Emergency Number:	

SEAL & SIGNATURE OF BIDDER

Subcontractor Information: (List suppliers/contractors/vendors not identified) [type or print]

Type	Firm Name
Architectural	
Mechanical	
Electrical	
Heavy Vehicles	
Industrial Services	
Painting	
Roofing	
Architectural/Engineering / Consulting Firm	
Sampling/Testing	
Chemical Supplier	
Other (specify)	
Scrap/Salvage Dealer	
Waste Disposal	
Demolition Disposal	

Note: It is strongly recommended that you have your subcontractors and suppliers involved at this facility should complete a separate HSE briefing package for the facility's review.

SEAL & SIGNATURE OF BIDDER

Section V. Contractor / Supplier / Vendor Method Statement:

Supplier / Contractor / Vendor is financially responsible for on-site HSE remediation actions resulting from incidents involving their employees and subcontractors. To minimize the risk of environmental accidents, please review and initial the items contained in the HSE Management Basics Table below:

Health, Safety and Environment Management Basics	Tick (√)
1. Contractor will ensure that the • Health of its employees is protected. • All activities carried out for the execution of the job are safe. • Compliance is met with all relevant laws and regulations. • All HSE (Health, Safety and Environment) procedures of the Company are implemented. • Safe working environment is provided to its employees.	
2. Contractor will take all necessary steps to minimize the hazards associated with the job. Appropriate personal protective equipment should be provided to the employees where hazards exist.	
3. All incidents resulting in Dangerous Occurrence, minor or major injury, fire, vehicle accident and environmental incident are to be reported to Company within 24 hours.	
4. The contractor is to make his own arrangements for treating injuries to his employees. In the event a contractor employee is injured while working for the Company, it is the contractor's responsibility to notify the Company representative immediately and to report the circumstances of injury.	
5. Contractor's mobile equipment such as trucks, crane, welding machines etc must be maintained in good working condition. Contractor's trucks and other mobile equipment should be operated in such a way that material they are carrying does not fall off the equipment on to the roads. If repairs are required or vehicles become immobilized, arrangements must be made to correct the situation with additional outside help. 6. Prior to the start of work a certificates from a competent authority is to be given to the site in charge by the contractor stating that all mobile heavy equipment are in good working condition. Only licensed and designated qualified people shall operate contractor's equipment.	
7. Company equipment must not be handled or tampered with by contractor. The Company representative may grant permission to the contractor on specific conditions to operate Company equipment if emergency conditions so require.	
8. When doing work involving excavation, contractors must not damage or break into or otherwise open any underground piping. Extreme care must be exercised in this respect while excavating with power driven equipment. If lines are accidentally damaged, notify the Company representative immediately.	
9. All excavation made by contractors must be fenced, barricaded or otherwise protected so as to prevent personnel from slipping or falling into them.	
10. Drawing / Excavation Include safety talk notified for facilitating contract employees ever during transportation by Cos TPT.	
11. The authorized Company executive will issue a permit appropriate for any work to be done by the contractor at Company's designated sites where work permit procedure is applicable. After receiving permit for work the contractor shall be guided by Company rules and applicable laws in performing his work.	
12. Contractors shall provide to all their staff the relevant PPE's as specified by the Company against each job. Contractors staff will do compliance.	
13. Contractor's job sites must be kept reasonably clean and free of rubbish and debris which may create tripping or fire hazard. Upon completion, the contractor shall leave the area in a clean and orderly manner, removing all contractor's debris, equipment, and excess material.	
14. Contractor shall dispose off all the waste generated from its activity in environment friendly manner as described in Pakistan Environmental Protection Act, 1997.	
15. The Contractor / Vendor / Supplier shall provide information regarding OH&S and environmental conditions pertaining to machinery / equipment / product / material / item being procured or services being hired.	

SEAL & SIGNATURE OF BIDDER

Section VI. Supplier/Contractor/Vendor Certification: ***[review and sign]***

I have reviewed and understand the information contained in this document. I also understand that *SNGPL's HSE* Personnel have the right to inspect our activities and those of our Suppliers/Contractors/Vendors with regards to our on-site activities. I further understand that activities pertaining to service and/or maintenance contracts may only require submission of this form on an annual basis.

Name	
Title	
Signature	
Date	

HSE VIOLATION & INSURANCE:

1. The contractor shall be liable to pay compensation to his staff/ labor in case of any major injury, disability and fatality category wise as under:

   a. In case of major injury (Injury leading to temporary disablement): Payment of half of monthly wages till the recovery of temporary disablement or for a maximum period of one year, whichever is less. Payment of one third of the monthly wages till the recovery of chronic ill health / disease or for a maximum period of five years, whichever is less.
   b. In case of disability(permanent) : Rs. 500,000/-
   c. In case of Fatality : Rs. 500,000/-

2. Failure to compliance against HSE initiative at operational sites will lead to blacklisting of contractor through following disciplinary actions.

   a. 1st Violation : Warning letter
   b. 2nd Violation : Deduction of Rs. 100,000/-
   c. 3rd Violation : Deduction of Rs. 500,000/-
   d. 4th Violation : Blacklisting

3. Contractor shall be liable to obtain 3rd party insurance to cover such incidents.

SEAL & SIGNATURE OF BIDDER

(III)

FORM OF BID

SEAL & SIGNATURE OF BIDDER

FORM OF BID

(LETTER OF OFFER)

Bid Reference No. _____

_____

_____

(Name of Works)

To:

The Chief Engineer (Compression)
Sui Northern Gas Pipelines Ltd.,
Transmission Office, Piran Ghaib Road,
Multan.

DEAR SIR,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs. _____ or such other sum as may be ascertained in accordance with the said Documents.

2. We understand that all the Schedules attached here to form part of this Bid.

3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of_____ drawn in your favor or made payable to you and valid for a period of twenty-eight (28) days beyond the period of validity of Bid.

4. We undertake, if our Bid is accepted, to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.

5. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.

8. We understand that you are not bound to accept the lowest or any bid you may receive.

SEAL & SIGNATURE OF BIDDER

9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated_____

Signature _____in the capacity of_____ duly

authorized to sign bid for and on behalf of

_____

(Name of Bidder in Block Capitals)

(Seal)

Address

_____

_____

_____

Witness:

(Signature)_____

Name:_____

Address: _____

_____

SEAL & SIGNATURE OF BIDDER

(IV)

INSTRUCTIONS TO BIDDERS & BIDDING DATA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 Scope of Bid

1.1 Scope of Bid

SNGPL wishes to receive Bids for **Tuff Paver & Kerb Stone Works at Compressor Station CC-3 (Gali Jagir)** (Herein after referred to as "the Works").

The bid is being invited as per 'Single Stage-Single Envelope' procedure, in compliance of PPRA Rule No. 36(b). If the bidder fails to fulfill any of following mandatory requirements, his bid will be considered as non-responsive and will be rejected.

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

IB.2 Eligible Bidders

Bidding is open to all firms and persons who comply with all tender requirements mentioned under clause IB.8 of Preparation of Bids.

IB.3 Cost of Bidding

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and SNGPL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.

1. Instructions to Bidders & Bidding Data
2. Form of Bid
3. Schedules to Bid
   - (i) Schedule A: Schedule of Prices
   - (ii) Schedule B: Specific Works Data
   - (iii) Schedule C: Works to be Performed by Subcontractors
   - (iv) Schedule F: Integrity Pact
4. Conditions of Contract & Contract Data
5. Specifications
6. Drawings, if any.

IB.5 Clarification of Bidding Documents

5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify SNGPL's designated contact person / Engineer at address indicated in the Bidding Data.

5.2 The Engineer will respond to any request for clarification which it receives earlier than

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Five **(05)** days prior to the deadline for the submission of Bids. Copies of the Engineer's response will be forwarded to all prospective bidders, who have received the Bidding Documents including a description of the enquiry but without identifying its source.

IB.6 Amendment of Bidding Documents

6.1 At any time prior to the deadline for submission of Bids, SNGPL may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.

6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to SNGPL.

6.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their Bids, SNGPL may at its discretion extend the deadline for submission of Bids.

C. PREPARATION OF BIDS

IB.7 Language of Bid

7.1 The bid prepared by the bidder and all correspondence and documents relating to the Bid, exchanged by the bidder and SNGPL shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

IB.8 Documents Comprising the Bid

The bid shall comprise a single package containing the following;

(a) Covering Letter
(b) Form of Bid duly filled, signed and sealed, in accordance with Sub-ClauseIB.14.3.
(c) HSE contractor Statement given in tender documents, duly filled, stamped and signed by bidder.
(d) National Tax Number (NTN) along with copy of certificate
(e) Copy of Valid professional Tax Clearance Certificate.
(f) Copy of Registration Certificate for Provincial Sales Tax (PST) from concerned Provincial Revenue Authority.
(g) Following relevant paper must be provided in respective cases: -

- Name of the bidder

- Type of ownership i.e., Proprietor / Partnership / Private Limited Company / Public Limited Company

  - Copy of CNIC in case of single proprietor
  - Copy of partnership deed in case of partnership
  - Copy of Article of association for Private / Public Limited Companies

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(h) Technical Proposal by the bidder for the entire scope of work, along with;
   i. Technical Literature
   ii. Technical Compliance Sheet, duly filled and stamped by the bidder, if any
   iii. Technical Deviation Sheet clearly mentioning any or all deviation points from the technical specification of the tender.

(i) Schedules (A, B, C & F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with Sub-Clause IB14.3.

(j) Bid Security furnished in accordance with Clause IB.13.

(k) Power of Attorney in accordance with Sub-Clause IB 14.5.

(l) Documentary evidence in accordance with Clause IB.12.

IB.9 Sufficiency of Bid

9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, coverall his obligations under the Contract and all matters and things necessary for the proper completion of the Works.

9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

IB.10 Bid Prices, Currency of Bid and Payment

10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to Schedule of Prices.

10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.

10.3 The unit rates and prices in the Schedule of Prices shall be quoted by the bidder in the currency as stipulated in Bidding Data.

IB.11 Not Used.

IB.12 Documents Establishing Works' Conformity to Bidding Documents

12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data.

12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by SNGPL in the Technical Provisions are intended to be descriptive only and not restrictive.

IB.13 Bid Security

13.1 Each bidder shall furnish, as part of his bid, a Bid Security amounting to PKR. 40,000/- in the form of Demand Draft / Pay Order / Deposit-at-Call, issued by a Scheduled Bank in Pakistan in favor of SNGPL valid for a period up to twenty-eight (28) days beyond

the bid validity date.

13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by SNGPL as non-responsive.

13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.

13.4 The Bid Security of the successful bidder will be returned after completion of all works and issuance of completion certificate.

13.5 The Bid Security may be forfeited:

(a) If a bidder withdraws his bid during the period of bid validity; or

(b) If a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4(b) here of; or

(c) In the case of a successful bidder, if he fails to:

(i) Furnish the required Performance Security in accordance with Clause IB.21, or

(ii) Refuse / Fails to accept the contract award / work order in accordance with Sub-Clauses IB.20.1.

IB.14 Validity of Bids, Format, Signing and Submission of Bid

14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.

14.2 All Schedules to Bid are to be properly completed and signed.

14.3 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

14.4 Each bidder shall prepare the bid as specified in the Bidding Data of the documents comprising the bid as described in Clause IB.8 and clearly mark them

"ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.

14.5 The original bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.

14.6 The Bid shall be delivered in person or sent by registered mail / courier service at the address to SNGPL as given in Bidding Data.

D. SUBMISSION OF BID

IB.15 Deadline for Submission, Modification & Withdrawal of Bids

15.1 Bids must be submitted on EPADS and printed copy of the same to be submitted at the address provided in Bidding Data not later than the time and date stipulated therein.

15.2 Bids submitted through telegraph; telefaxes-mail shall not be considered.

15.3 Any bid received by SNGPL after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.

15.4 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by SNGPL prior to the deadline for submission of bids.

15.5 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to Sub-Clause IB.13.5(a).

15.6 The Company is not bound to award the work to the lowest bidder and the decision of the Company in this respect shall be final and binding on all bidders.

E. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation

16.1 SNGPL will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data.

16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as SNGPL at its discretion may consider appropriate, will be announced by SNGPL at the bid opening. Representatives of the bidders who choose

to attend shall sign the attendance sheet. Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

16.3 To assist in the examination, evaluation and comparison of Bids the Engineer / SNGPL representative may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

16.4

(a) Prior to the detailed evaluation, pursuant to Sub-Clauses IB.16.7 to 16.8, the Engineer/SNGPL will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include to determine the requirements listed in Bidding Data.

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(b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by SNGPL in accordance with the Corrected Schedule of Prices.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.

16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by SNGPL, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

16.7 The Engineer/SNGPL's representative will evaluate and compare only the bids previously determined to be substantially responsive pursuant to Sub-Clauses IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to Sub-Clause 16.8 herein below.

(a) Technical Evaluation

It will be examined in detail whether the Works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the Bid will be compared with requirements stipulated under clause IB.8 and technical specifications. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

(b) Commercial Evaluation

It will be examined in detail whether the bids comply with the commercial/contractual conditions of the Bidding Documents. It is expected that no material deviation/stipulation shall be taken by the bidders.

16.8 Evaluated Bid Price

In evaluating the bids, the Engineer/SNGPL's representative will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

(i) Making any correction for arithmetic error pursuant Sub-Clause16.4hereof.

(ii) Discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.

16.9 Not Used.

IB.17 Process to be Confidential

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17.1 Subject to Sub-Clause IB.16.3 heretofore, no bidder shall contact Engineer/SNGPL's representative on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by SNGPL. The evaluation result shall be announced at least Fifteen (15 days prior to award of Contract.

17.2 Any effort by a bidder to influence Engineer/SNGPL's representative in the Bid evaluation, bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas, any bidder feeling aggrieved may lodge a written complaint not later than Seven (07) days after the announcement of the bid evaluation result, however, mere fact of lodging a complaint shall not warrant suspension of procurement process.

F. AWARD OF CONTRACT

IB.18.Post Qualification

18.1 SNGPL, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided that such qualification shall only be laid down after recording reasons therefor in writing. They shall form part of the records of that bid evaluation report.

18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualificationssubmittedunderClauseIB.8, as well as such other information required in the Bidding Documents.

IB.19 Award Criteria & SNGPL's Right

19.1 Subject to Sub-Clause IB.19.2, SNGPL will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of Clause IB.18.

19.2 Not with standing Sub-Clause IB.19.1, SNGPL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for SNGPL's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

IB.20 Award of Contract

20.1 Prior to expiration of the period of bid validity prescribed by SNGPL, SNGPL will award the contract to the successful bidder.

20.2 Not Used.

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IB.21 Performance Security

21.1 The successful bidder shall furnish to SNGPL a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance / Work Order.

21.2 Failure of the successful bidder to comply with the requirements of Sub-Clause 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.22 Integrity Pact

The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document. Failure to provide such Integrity Pact shall make the bid non- responsive.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

SEAL & SIGNATURE OF BIDDER

BIDDING DATA

Instructions to Bidders
Clause Reference

1.1 **Name of Employer**
Sui Northern Gas Pipelines Limited.
Brief Description of Works
Tuff Paver & Kerb Stone Works at Compressor Station CC-3 (Gali Jagir)

(a) Employer's address:
Compression Department, SNGPL Transmission office, Piran Ghaib Road, Multan
Tel: 061-9220342

(b) Engineer's address:
Compression Department, SNGPL Transmission office, Piran Ghaib Road, Multan
Tel: 0336-4182154

1.2 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.

1.3 **Amount of Bid Security:**
Bid amount of PKR.40,000/- in the form of Demand Draft / Pay Order / Deposit-at-Call, issued by a Scheduled Bank in Pakistan in favor of SNGPL valid for a period up to twenty-eight (28) days beyond the bid validity date.

1.4 **Period of Bid Validity**
Bids shall remain valid for the period of 90 days after the date of bid opening.

1.5 **Number of Copies of the Bid to be submitted**
One original.

1.6 **(a) SNGPL's Address for the Purpose of Bid Submission**
Compression Department, SNGPL Transmission office, Piran Ghaib Road, Multan
Tel: 0336-4182154

1.7 **Deadline for Submission of Bids**
0930 Hours on 21.09.2026

1.8 **Venue, Time, and Date of Bid Opening**
Venue: Compression Department, SNGPL Transmission office, Piran Ghaib Road, Multan
Time: 1030 Hours
Date: 21.09.2026

SEAL & SIGNATURE OF BIDDER

(V)

SCHEDULES TO BID

SCHEDULE TO BID INCLUDE THE FOLLOWING:

- Schedule A to Bid: Schedule of Prices
- Schedule B to Bid: Scope of Work
- Schedule C to Bid: Works to be Performed by Subcontractors
- Schedule F to Bid: Integrity Pact

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

SCHEDULE-A TO BID

PREAMBLE TO SCHEDULE OF PRICES

1. General

1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.

1.2 The Contract shall be for the whole of the Works as described in these Bidding Documents. Bids must be for the complete scope of works.

2. Description

2.1 The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.

3. Units & Abbreviations

3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International Units (SI Units).

4. Rates and Prices

4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.

4.2 Unless otherwise stipulated in the Contract Data, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.

4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.

4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items. The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by SNGPL when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.

(c) The Contractor shall be responsible to make complete arrangements for the mobilization and de-mobilization to the site.

4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

5. Bid Prices

5.1 Break-up of Bid Prices

The various elements of Bid Prices shall be quoted as detailed by SNGPL in the format of Schedule of Prices.

The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

5.2 Total Bid Price

The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices. Bids shall be evaluated on total bid price basis.

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SCHEDULE-A TO BID

SCHEDULE OF PRICES / BID SHEET

Note:

1. All the works shall be provided constructed, complete and maintained as per drawings, conditions of contract specifications to the fully functional / operational conditions whether or not shown on the drawings including all services such as public health and sanitary works, complete in all respect.
2. The samples of all the materials should be got approved from the Site Engineer before the supply and execution works. All testing expenses shall be borne by the contractor.

Sr. No.	DESCRIPTION	UNIT	QTY.	RATE (Rs.)	AMOUNT (Rs.)
1	**Sub Base** Removing of existing debris, Providing, Laying, Compaction and watering of sub base 3" thick compacted.	Sq ft.	1685		
2	**Kerb Stone/Block** Providing of Kerb Stone, Size 12"x14" including excavation. Fixing with concrete at back side of the Pavers and back filling complete in all respect.	Sq ft.	600		
3	**Tuff Paver 60 mm Thick** Providing and fixing of 60mm thick Tuff Pavers with a minimum compressive strength of 7000 psi, manufactured by Izhar, Envi Concrete or equivalent over a 1.5" to 2" thick sand cussion laid on existing brick soling and compacted 3" thick Sub-base. The work shall include sand grouting over the Tuff Paver to fill the joints complete in all respect.	Sq ft.	5415		
A				**Sub-Total (1 + 2 +3)**	
B				**PST @16%**	
				Total Amount (A+B)	

Amount in Words (_____

_____

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(VII)

SCOPE OF WORK

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SCOPE OF WORK

TUFF PAVER & KERB STONE WORKS AT COMPRESSOR STATION CC-3 (GALI JAGIR)

1. Sub Base

Removing of existing debris, Providing, Laying, Compaction and watering of sub base 3" thick compacted.

2. Kerb Stone/Block

Providing of Kerb Stone, Size 12"x14" including excavation. Fixing with concrete at back side of the Pavers and back filling complete in all respect.

3. Tuff Paver 60 mm Thick

Providing and fixing of 60mm thick Tuff Pavers with a minimum compressive strength of 7000 psi, manufactured by Izhar, Envi Concrete or equivalent over a 1.5" to 2" thick sand cussion laid on existing brick soling and compacted 3" thick Sub-base. The work shall include sand grouting over the Tuff Paver to fill the joints complete in all respect.

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SCHEDULE–C TO BID

WORKS TO BE PERFORMED BY SUBCONTRACTORS

The bidder will do the work with his own forces except the work listed below which he intends to sub-contract.

Sr. #	Items of Works to be Sub-Contracted	Name and address of Sub-Contractors	Statement of similar works previously executed (attach evidence)

Note:

1. No change of Sub-Contractors shall be made by the bidder without prior approval of SNGPL.

2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. SNGPL's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.

3. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.

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SCHEDULE–F TO BID

(INTEGRITY PACT)

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

Contract No._____ Dated _____ Contract Value: _____

Contract Title: _____

_____[nameofSupplier]herebydeclaresthatithas notobtainedorinduced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

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

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

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

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

SEAL & SIGNATURE OF BIDDER

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CONDITIONS OF CONTRACT

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CONDITIONSOF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

1.1.1 "Contract" means the Contract or Work Order issued as a result of bidding process to the successful bidder.

1.1.2 "Specifications" means the document as listed in the Contract Data, including SNGPL's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 "Drawings" means SNGPL's drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

1.1.4 Not Used

1.1.5 Not Used

1.1.6 "Party" means either the Employer or the Contractor.

1.1.7 Not used

1.1.8 Not Used

1.1.9 "Time for Completion" means the time for completing the Works as stated in the Contract Data, calculated from the Commencement Date.

1.2 Not Used

1.3 Not Used

1.4 Law

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 Communications

All Communications related to the Contract shall be in English language.

1.6 Statutory Obligations

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

2. The Company

2.1 **Provision of Site**

SNGPL shall provide the Site and right of access there to at the times stated in the Contract Data.

2.2 **Not Used**

2.3 **SNGPL's Instructions**

The Contractor shall comply with all instructions given by SNGPL's representative / Engineer, if notified by SNGPL, in respect of the Works including the suspension of all or part of the Works.

2.4 **Not Used**

3. SNGPL'S REPRESENTATIVES

3.1 **Authorized Person**

SNGPL shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identifiedintheContractDataorotherwisenotifiedinwritingtotheContractoras soon as he is so appointed.

3.2 **Not Used**

4. THE CONTRACTOR

4.1 **General Obligations**

The Contractor shall carry out the Works properly and in accordance with the Contract. The Contractor shall provide all supervision, labor, Materials, Contractor's Equipment which may be required.

4.2 **Contractor's Representative**

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of SNGPL for such appointment which consent shall not be unreasonable withheld by SNGPL. Such authorized representative may be substituted/replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of SNGPL as aforesaid.

4.3 **Subcontracting**

The Contractor shall not subcontract the whole of the Works. The Contractor shall not sub contract any part of the Works without the consent of SNGPL.

4.4 **Performance Security**

Performance Security is applicable as stipulated in the Contract Data.

5. DESIGN BY CONTRACTOR

5.1 **Contractor's Design**

The Contractor shall carry out design to the extent specified, if referred to in the ContractData.TheContractorshallpromptlysubmittotheEngineer/SNGPLall designs prepared by him. Within fourteen (14) days of receipt the Engineer/SNGPL shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the Works designed by him within fourteen (14) days after the design has been submitted to the Engineer/SNGPL or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 **Responsibility for Design**

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/SNGPL shall be responsible for the Specifications and Drawings.

5.3 **Not Used.**

6. Not Used

7. TIMEFOR COMPLETION

7.1 **Execution of the Works**

The Contractor after taking over the site shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

7.2 **Not Used**

7.3 **Extension of Time**

If by reason of the amount of extra or additional work of any kind or any cause of delay referred to in these conditions, or exceptional adverse climate conditions, or other special circumstances of any kind whatsoever which may occur, other than through a default of the Contractor, the company shall entitle the Contractor to an extension of time for the completion of the works. The Company shall determine the amount of such extension and shall notify the Contractor accordingly. Provided that the Company is not bound to take into account any extra or additional work or other special circumstances unless the contractor has within Fifteen days after such work has been commenced or such circumstances have arisen, or as soon thereafter as in practicable, submitted to the Company's representative full and detailed particulars of any extension of time to which he may consider himself entitled in order that such submission may be investigated at the time.

7.4 **Liquidated Damages for Delay**

If the Contractor shall fail to achieve completion of the works within the time prescribed in Contract Data hereof, then the Contractor shall pay to the company

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the sum stated in the Contract Data as liquidated damages for such default. The Company may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies in his hands, due or which may become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the works, or from any other of his obligations and liabilities under the Contract.

7.5 **Reduction of Liquidated Damages**

If, before the completion of the whole of the work or any part or section of the work has been certified by the Company as completed, and occupied or used by the company, the liquidated damages for delay shall, for any period of delay after such certificate and in the absence of alternative provisions in the contract be reduced in the proportion which the value of the part of section so certified bears to the value of the whole of the works.

If the Contractor fails to achieve completion of the work within the stipulated period stated in Contract Data, besides imposing the Liquidated Damages clause & on expiry of finishing target date, the company without prejudice, will issue a final notice for completion of the job and after the expiry period 14 (Fourteen) days, the company will take over the Project from the defaulter Contractor. The company shall be entitled to complete the remaining works on the risk and cost of the said Contractor.

8. **TAKING-OVER**

8.1 **Completion**

The Contractor shall notify the completion of Works to Engineer/SNGPL's representative.

8.2 **Taking-Over Notice**

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor, SNGPL/Engineer shall either takeover the completed Works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the Works. While issuing the Certificate of Completion as aforesaid, SNGPL/Engineer may identify any outstanding itemsofworkwhichtheContractorshallundertakeduringtheMaintenancesPeriod.

9. Definition of Period of Maintenance

9.1 In these conditions, the expression "period of maintenance" shall mean the period of maintenance named in the Contract Data, calculated from the date of completion of the works, certified by the Company.

9.2 **Maintenance Certificate**

The Contract shall not be considered as completed until a maintenance certificate shall have been signed by the Company and delivered to the contractor stating that the works have been completed and maintained to its satisfaction. The maintenance certificate shall be given by the Company within twenty-eight days after the expiration of the period of maintenance or as soon thereafter as any works ordered during period, shall have been completed to the satisfaction of the Company and full effect shall be given to this clause notwithstanding any previous entry on the works or the taking possession,

working or using thereof or any part thereof by the Company. Maintenance period shall be as stated in Contract Data after completion of work.

9.3 **Execution of Work of Repair Etc.**

To the intent that the works shall at or as soon as practicable after the expiration of the period of maintenance be delivered to the company in the condition required by the contract, fair wear and tear excepted, to the satisfaction of the Company, the contractor shall finish the work, if any, outstanding at the date of completion, as certified hereof, as soon as practicable after such date and shall execute all such repair , amendment, reconstruction, rectification and making good defects, imperfections, shrinkages or other faults as may be required of the contractor in writing by the company during the period of maintenance, or within 14 days after its expiration, as a result of an inspection made by or on behalf of the company prior to its expiration.

9.4 **Cost of Execution of Repair work etc.**

All such works shall be carried out by the contractor at his own expense if the necessity thereof shall, in the opinion of the Company, be due to the use of materials or workmanship not in accordance with the contract, or to neglect or failure on the part of the contractor to comply with any obligation, expressed or implied, on the contractor's part under the contract. If, in the opinion of the Company, such necessity shall be due to any other cause, the value of such work shall be ascertained and paid for as if it were additional work.

9.5 **Remedy on Contractor's failure to carry out Work required**

If the contractor shall fail to do any such work as aforesaid required by the Company, the company shall be entitled to employ and pay other persons to carry out the same and if such work is the work, which in the opinion of the Company, the contractor was liable to do at his own expense under the contract, then all expenses consequent thereon or incidental thereto shall be recoverable from the contractor by the company, or may be deducted by the company from any money due or which may become due to the contractor.

10. VARIATIONS AND CLAIMS

10.1 **Right to Vary**

i) The Company shall make any variation of the form, quality or quantity of the works in Bid Sheet or any part thereof that may, in its opinion, be necessary and for that purpose, or if for any other reason it shall, in its opinion be desirable, the company shall have power to order the contractor to do and the contractor shall do any of the following;

a. Increase or decrease the quantity of any work included in the contract.
b. Omit any such work
c. Change the character or quality or kind of any such work
d. Change the levels, lines, position and dimensions of any part of the works
e. Execute additional work of any kind necessary for the completion of works

And no such variation shall in any way vitiate or invalidate the contract, but the value, if any, of all such variations shall be taken into account in ascertaining the amount of the contract price.

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10.2 **Valuation of Variations**

All extra or additional work done or work omitted by the order of the Company shall be valued at the rates and prices set out in the contract if, in opinion of the Company, the same shall be applicable.

For items included in the Bid Sheet, Specific Specifications, Rate Analysis may be desired from the Contractor by the Company to justify his rates. These rates analysis will be rationalized/corrected by the Company and the valuation of extra work will be made on the basis of rates corrected/rationalized/approved by the Company.

10.3 **Early Warning**

The Contractor shall notify the Engineer/SNGPL in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/SNGPL being unable to keep all relevant records or not taking steps to minimize any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

10.4 **Not used**

10.5 **Variation and Claim Procedure**

No such variations shall be made by the Contractor without an order in writing of the Company. Provided that no order in writing shall be required for increase or decrease in quantity of any work where such increase or decrease is not the result of an order given under this clause but is the result of the quantities exceeding or being less than those stated in the Bid sheet. Provided also that if for any reason the Company shall consider it desirable to give any such order verbally, the contractor shall comply with such order and any confirmation in writing of such verbal order given by the Company, whether before or after the carrying out of the order, shall be deemed to be an order in writing within the meaning of this Clause. Provided further that if the contractor shall within Seven days confirm in writing to the Company and such confirmation shall not be contradicted in writing within Fourteen days by the Company, it shall be deemed to be an order in writing by the Company.

11. CONTRACT PRICE AND PAYMENT

11.1 Unless otherwise provided, Payments shall be made to the Contractor strictly in accordance with the Contract Data and in the manner given hereunder.

11.2 The contractor shall submit to the Company his bill and/or claims which the Company, after necessary checking/scrutiny, adjustments and deductions, shall within 45(Forty-Five) working days of the receipt of such bill shall pay to the contractor the certified amount.

11.3 The amount(s) of Retention Money, (security deposit) Mobilization Advance, Secured Advance and/or any other amount(s) which are due or which may become

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due from the Contractor shall be deducted from each payment at the rate as specified in the Contract Data.

11.4 If the Works or part of the Works contained in the claims of the Contractor are found incomplete, defective, condemned, rejected and/or with calculation error(s) etc., the Company shall and/or can:

a) Correct and deduct from the bill such amount or amounts as the Company may consider proper and reasonable – or

b) Withhold payment certificate till the proper completion and rectification of the Works or part(s) thereof - or

c) Return back the said bill to the Contractor for re-submission of proper bill in proper form and details as required by the Company.

The Contractor shall have no claim whatsoever for any delay thus occurring in issuing the payment certificate and releasing the payment thereof.

11.5 **Retention**

a) The amount of Retention money shall be deducted from final payment certificate as mentioned in section XI i.e., Contract Data.

b) All sums payable by the Contractor to the Company under the terms of this Contract may be deducted from the security deposits, and in the event of retention money being reduced due to such deductions, the Contractor shall within ten days thereafter make good in cash the deficiency so caused.

c) The amount of retention money shall, after making all deductions for sums recoverable under this Contract be refunded to the Contractor after successful completion of the maintenance period as described in clause 9 above.

11.6 **Currency**

Payment shall be in the PAK Rupees.

12. DEFAULT

12.1 **Default by Contractor**

If the Contractor abandons the Works, refuses or fails to comply with a valid instructionoftheEngineer/SNGPLorfailstoproceedexpeditiouslyandwithout

delay, or is, despite a written complaint, in breach of the Contract, SNGPL may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of SNGPL's notice, SNGPL may by a second notice given within a further twenty-one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which SNGPL instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

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In case of default on the part of the contractor in carrying out such order, the company shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be recoverable from the contractor by the company, or may be deducted by the company from any money due or which may become due to the contractor.

12.2 **Not Used**

12.3 **Not Used**

12.4 **Not Used**

13. RISKS AND RESPONSIBILITIES

13.1 Way Leaves etc.

The Contractor shall bear all costs and charges for special or temporary way leaves required by him in connection with access to the site. The contractor shall also provide at his own cost any additional accommodation outside the site required by him for the purposes of the works.

13.2 Rate of Progress

If for any reason, which does not entitle the Contractor to an extension of time, the rate of progress of the works or any section is at any time, in the opinion of the Company, too slow to ensure completion by the prescribed time or extended time for completion, the Company shall so notify the Contractor in writing and Contractor shall thereupon take such steps as are necessary and the Company may approve to expedite progress so as to complete the works or such section by the prescribed time or extended time. The contractor shall not be entitled to any additional payment for taking such steps. If, as a result of any notice given by the Company under this Clause, the Contractor shall seek the Company's permission to do any work at night or on SUNDAY / FRIDAY as applicable, if locally recognized as days of rest, or their locally recognized equivalent, such permission shall not be unreasonably refused.

13.3 Contractor's Plant & Equipment

i) All constructional plant, temporary works, and materials provided by the contractor shall, when brought on the site, be deemed to be exclusively intended for the execution of the works and the contractor shall not remove the same or any part thereof, except for the purpose of moving it from one part of the site to another, without the consent, in writing, of the Company, which shall not be unreasonably withheld.
ii) Upon completion of the works, the contractor shall remove from the site all the said constructional plant and temporary works remaining thereon and any unused materials provided by the contractor.
iii) The Company shall not at any time be liable for the loss of or damage to any of the said constructional plant, temporary works or materials.

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13.4 **Contractor's Employees**

The contractor shall ensure to deploy experienced and qualified staff at SNGPL's site for execution of works, along with supervisory staff. SNGPL shall be at liberty to object to and require the Contractor to remove forthwith from the works any person employed by the Contractor in or about the construction, completion and maintenance of the works, who, in the opinion of the Company, misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose employment is otherwise considered by the Company to be undesirable and such person shall not be again employed upon the works without the written permission of the Company. Any person so removed from the works shall be replaced as soon as possible by a competent substitute approved by the Company.

13.5 **Clearance of Site on Completion**

On the completion of the works the contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind, and leave the whole of the site and works clean and in a workmanlike condition to the satisfaction of the Company.

13.6 **Removal of Improper work & Material**

The Company shall during the progress of the works have power to order in writing from time to time: -

a. The removal from the site, within such time or times as may be specified in the order, of any materials, which, in the opinion of the Company, are not in accordance with the contract

b. The substitution of improper and unsuitable Materials

c. The removal and proper re-execution, not with- standing any previous test thereof or interim payment therefore, of any work which in respect of materials or workmanship is not in the opinion of the company Project Manager, in accordance with the contract.

13.7 **Force Majeure**

If Force Majeure occurs, the Contractor shall notify the Engineer/SNGPL immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with SNGPL demobilize the Contractor's Equipment.

14. Not Used

15. Not Used

16. INTEGRITY PACT

If the Contractor, or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then SNGPL shall be entitled to:

(a) Recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the

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Contractor or any of his Sub-Contractors, agents or servants;

(b) Terminate the Contract; and

(c) Recover from the Contractor any loss or damage to SNGPL as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the Site leaving behind Contractor's Equipment which SNGPL instructs, in the termination notice, to be used for the completion of the Works at the risk and cost of the Contractor.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

(XI)
CONTRACT DATA

Sub-Clauses of Conditions of Contract

1.1.3	SNGPL's Drawings, if any	N/A
1.1.9	Time for Completion	60 Days after Provision of site.
2.1	Provision of Site	14 days after receipt of Work Order
3.1	Authorized Person	Mr. M. Abubakar Sharif, (0336-4182154)
4.4	Performance Security	10 % of total Contract / Work order value in Pak Rupees in the form of bank guarantee / CDR / Banker's Cheque as performance bond to be submitted within 14 days after the receipt of Contract. Performance bond shall be released after successful completion ad commissioning of job.
5.1	Requirements for Contractor's design (if any)	Refer to Scope of work and Technical Specification
7.4	Amount of Liquidated Damages	0.10% of the final cost of project per day for each day of delay.
7.4	Limit of Liquidated Damages	Ten percent 10% of final cost of the project.
9.2	Maintenance Period	Maintenance period shall be 06 months after completion of work.
11.2	Terms of Payments	Forty-Five (45) working days after submission of completion certificate and approved invoice(s). No advance and / or partial payment shall be made.
11.5	Percentage of retention	10% of total amount to be retained until satisfactory completion of maintenance period
14.1	Bid Validity	90 days after the bid opening date

SEAL & SIGNATURE OF BIDDER

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(XII)
GENERAL REQUIREMENT:

1. Bidders may visit the SNGPL site for complete understanding of scope of work
2. The Bidder shall also nominate a 'Contact Person' who shall be responsible for overall work performance.
3. Bidder to furnish copy of valid Professional Tax, NTN & PRA, GST and PEC Certificates.
4. Financial proposal shall be prepared in Pak Rupees.
5. A comprehensive and firm commercial proposal should be submitted as per bid sheet form.
6. No Conditional Tender or terms & Conditions other than mentioned in tender documents shall be applicable.
7. All pages of the bid proposal shall be signed and stamped by bidder or his authorized representatives. Authorization shall be furnished in the form of valid, written and irrevocable power of attorney, which shall accompany the bid.
8. Bid Evaluation criteria shall be based on specification / Scope of Work

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