



Ref: PUR-43 (LET/010/26) (Extension)

Date: 05.03.2026

The Director (IT/MIS)

Public Procurement Regulatory Authority,
Cabinet Secretariat, Cabinet Division, Government of Pakistan,
Federal Bank for Cooperative Building, Sector G-5/2,
Islamabad.

INVITATION TO BID
PORTABEL WELDING PLANT
TENDER ENQUIRY NO.LET/010/26

Dear Sirs,

Sui Northern Gas Pipelines Limited, a Gas Transmission & Distribution Company, invites sealed bids from the original manufacturers/authorized distributors/dealers/suppliers etc. registered with Income Tax and Sales Tax Departments possess valid Professional Tax Clearance Certificate and are on Active Taxpayers list of the Federal Board of Revenue, for supply of **PORTABEL WELDING PLANT**

Item No.	Description	Qty.
1.	<u>PORTABEL WELDING PLANT</u>	11 Items

1. A set of e-bidding documents as per regulations, containing detailed terms and conditions, specifications and requirements etc. are available for the registered bidders on EPADS at www.eprocure.gov.pk.
2. Bidding documents can be download from EPADS. Price of the bidding documents is Rs. 2500/- in the shape of CDR/Pay order/DD while earnest money (in original), for the amount as mentioned in SOR (Appendix-B) in the form of a bank Draft/Pay Order or a Bond (Bid Bond) issued by a scheduled Bank of Pakistan valid for 120 days from the date of bid opening shall be accompanied along with hard copy of bid as mentioned in bidding documents.
3. E- bids must be submitted through EPADS at www.eprocure.gov.pk.
4. The bids, prepared in accordance with the instructions in the bidding documents, must reach at **Procurement Department, 1ST Floor, Gas House, 21 Kashmir Road Lahore** on or before **26.03.2026 at 1430 Hours (closing time)**. Bids will be publicly opened on the same day at **1500 Hours**.

Yours faithfully,
SUI NORTHERN GAS PIPELINE LIMITED

(**Aamir Mahmood**)
Dy. Chief Officer (Procurement)
for **MANAGING DIRECTOR**



M/s.

Dear Sirs,

INVITATION TO BID
OUR TENDER ENQUIRY NO. LET/010/26
PORTABEL WELDING PLANT
CLOSING DATE 26.03.26
CLOSING TIME 1430 HOURS AND OPENING TIME 1500 HOURS

1-A). We enclose herewith one set of our Tender Enquiry for supply of subject noted item comprising of the following: -

- | | |
|--|--------------|
| i). General Terms | Appendix 'A' |
| ii). Schedule of Requirement and Delivery | Appendix 'B' |
| iii). Technical specifications | Appendix 'C' |
| iv). Bid Evaluation Criteria | Appendix 'D' |
| v). Price Sheet | Appendix 'E' |
| vi). Specimen of Bid Bond | Appendix 'F' |
| vii). Specimen of Performance/ Warranty Bond Guarantee | Appendix 'G' |
| viii). Questionnaire/Commercial Terms Sheet | Appendix 'H' |
| ix). Format of integrity pact under PPRA Rules, 2004 | Appendix 'I' |
| x). Format of Authority Letter for attending Public opening of bids (to be provided by the bidder's representatives to the bid opening committee at the time of public opening of technical as well as commercial bids). | Appendix 'J' |
| xi). Certificate of Full Disclosure and Non-Collusion | Appendix 'K' |
| xii). Manner and mechanism to Blacklisting /Cross Debarring of Supplier or Contractor | Appendix 'L' |
| xiii). Declaration of Ultimate Beneficial Owners information for public procurement Contracts | Appendix 'M' |

1-B) The bids against this tender enquiry are invited on **single stage two envelopes system basis**. The bids shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the **"TECHNICAL PROPOSAL" and the "FINANCIAL PROPOSAL"**.

1-C) Bids must be submitted on EPADS before Tender closing/opening time failing which your offer will be rejected.

The Technical and Financial Proposals must include amongst others, the following documents: -

Technical Proposals

- Documents required vide clause 3 of Appendix 'A' (Applicable Standard)
- Technical Literature (Clause 16 of Appendix 'A')
- Clause by Clause commentary on technical specifications (Compliance Sheet)
- Bid Bond in original as stipulated at serial 8 page 2 of General Term, Appendix- A, must be conspicuously placed in separate envelope with Technical Proposal of the bids.**
- Tender Document Fee in original in shape of Pay Order/Demand Draft/Banker's Cheque in favour of SNGPL Rs.2500/-**
- Questionnaire/Commercial Term Sheet (Appendix-H)
- Professional Tax Clearance Certificate (clause 14 of Appendix 'B')
- Copy of Sales Tax Registration Certificate.
- Copy of Income Tax Certificate.

Please arrange to submit one original technical proposal alongwith duplicate copy of the same, as submitted on EPADS, as per clause 1-C (v), failing which your offer may not be considered for evaluation.

Financial Proposals

- Price Sheet (Appendix - E)

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- i). The envelope shall respectively be marked as **“TECHNICAL PROPOSAL”** and **“FINANCIAL PROPOSAL”** in bold and legible letters to avoid confusion and seal properly.
 - ii). Initially, only the envelope marked as **“TECHNICAL PROPOSAL”** shall be opened.
 - iii). The envelope marked as **“FINANCIAL PROPOSAL”** shall be retained in the custody of SNGPL without being opened.
 - iv). SNGPL shall evaluate the **“TECHNICAL PROPOSAL”** in accordance with the terms and conditions of the tender enquiry without reference to the price and will reject any proposal which do not conform to the specified requirements.
 - v). After evaluation of the **“TECHNICAL PROPOSAL”** the company shall within the validity period, publicly open the financial proposals of the technically accepted bids only at a time, date and venue announced and communicated in advance to all technically acceptable bidders.
 - vi). The **“FINANCIAL PROPOSAL”** of the bids found technically non-responsive shall be returned un-opened to the respective bidders.
- 2.i) The original plus two copies each of **“TECHNICAL and “FINANCIAL PROPOSAL”** of the bid must be enclosed in duplicate sealed cover. The inner and outer envelope must bear the word **PORTABLE WELDING PLANT** and Tender Enquiry No. **LET/010/26** due for closing on **26.03.26 at 1430 hours** and forward to:
- GM (Procurement), Sui Northern Gas Pipelines Ltd.,
Gas House, 1st Floor, 21 Kashmir Road, Lahore- Pakistan.
- Bids/Quotation will be received in this office on or before **26.03.26 by 1430 hours** and will be opened publicly on the same date at **1500 hours** at above mentioned address. In case of holiday(s) falling on the date of bids opening bids/quotation will be opened at the same time on the next working day. It will be the responsibility of the bidder to deliver the bids before the closing time. The Company does not take any responsibility, whatsoever, of collection of bids from any agency. Bids/Quotations received after the bids opening date and time will not be considered and will be returned.
- 2.ii) **Bid Bond in original as stipulated at Sr.8 page 2 of General Terms, Appendix ‘A’, must be conspicuously placed in separate envelope with Technical Proposal of the bids. Reference of Bid Bond and the name of the Bank executing it must be indicated in the letter covering your technical bid.**
 3. Your firm and irrevocable offer in Pak Rupees must be based on free delivery at our Store / Site as per tender Schedule of Requirement.
 4. General Terms, attached as Appendix ‘A’ must be taken in to consideration before submitting your quotation.
 5. Your offer must remain open for a period of 90 days from the closing date of the tender.
 6. If you have any doubts as to the meaning of any portion of the specifications or General Terms, you should when submitting your bid, set out in your covering letter, the interpretation upon which you rely.

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7. We reserve the right to increase / decrease the tender quantities or cancel this enquiry in whole or in part before placement of purchase order should our requirement change in the meantime. After tender opening, the quantities may be increased / decreased by 15% of the tender quantities. However, decrease beyond 15% shall be subject to concurrence by the successful bidder.
8. We also reserve the right to have items inspected by a third party at our own expense.
9. It must be indicated by the bidders in their offers/quotations that their quotation fully conforms to technical specifications and to the terms and conditions of the tender enquiry.
10. Only one authorized representative of a bidder will be allowed to attend the public opening of bids, who will be required to submit an authority letter (as per specimen attached as Appendix 'J') in his favor issued by the respective bidder(s) for attending the public opening of bids, failing which he will not be allowed to attend the public opening.
11. Clauses mentioned above will make part of the original Terms and Conditions of the contract and will supersede if found in contradiction with any clause mentioned at any other place in the tender enquiry.
12. Non-compliance of above terms and conditions may result in rejection of a bid.
13. Any attempt to obstruct competition by any means including formation of cartels will lead to rejection of your bid. Furthermore, this may also lead to delisting of your firm from list of approved/pre-qualified manufacturers of the tendered item.
14. If need be, please contact Aatir Mahmood, Dy. Chief Officer (Procurement) on 1st Floor at the address mentioned at Serial-(vi) (Telephone Nos. 99204605).

(Aatir Mahmood)
Dy. Chief Officer (Procurement)
for Managing Director

Encl: As above

LET/010/26

GENERAL TERMS

1. LANGUAGE

The ruling language of this tender is English

2. STANDARD

- 2.1 Where National/International standards are specified material meeting other authoritative standards which ensure an equal or higher quality than the specified standards, will also be acceptable.
- 2.2 Where definitions are given in terms of specific National/International standards those should be taken as a very close approximation of the requirements to be met.
- 2.3 In each case where reference is made to any specific National or International Standards, ensuring equal or higher quality will also be acceptable. In case your offer conforms to Standards other than specified in the tender enquiry, you are required to submit alongwith your bid, one copy each of those standards in English, and evidence that the standards used are recognized and authoritative standards which ensure equal or higher quality. In case you do not submit the required evidence and copy of the standards, then your offer will not be considered.
- 2.4 In case the bidder is not able to fully comply with the technical specifications of the Tender Enquiry, he must indicate his reservations in the offer and in that event must submit complete specifications/literature of the items he is offering. Bids will be disqualified if relevant Technical literature/specifications are not attached to the offer.

3. CLARIFICATION OF BID

- 3.1 Quotation should not have any over-writings. Corrections, if any, must be made by deleting and re-writing. All such deletions/cuttings must be authenticated by additional signatures. Quotations carrying over-writing are likely to be disregarded.
- 3.2 No bidder will be permitted to alter his bid after the bids have been opened, but clarifications not altering the substance of the bid may be solicited and/or accepted. No bidder will be asked or required to alter the substance of his bid.
- 3.3 It is the intention of Sui Northern Gas Pipelines Limited, to deal directly with manufacturers of the items required.
- 3.4 All deviations from or exceptions to, or qualifications of specifications shall be clearly stated separately in the proposals.
- 3.5 The manufacturers should offer only one product against each item, in conformity with the specifications stipulated in the tender documents. In case of alternate offers against an item in this tender enquiry, the bid must provide the detailed specifications of the alternate offered alongwith its technical literature. Details, as to how the alternate offered differ from the main offer must be provided, failing which complete bid will be considered as non-responsive.
- 3.6 Bids will be evaluated on item wise basis, unless and until mentioned otherwise. However, in case, after evaluation, the tendered quantities are splitted between two or more bidders and chunk of any supplier(s) is too small to cover administrative cost on further processing of the purchase order, pre-shipment inspection cost etc., as determined by the procuring agency, order of such item(s) will be placed on next lowest available respective bid winning/ securing orderable quantities.
- 3.7 Every bidder is required to submit only one proposal/option against purchase of one tender documents set. Alternate /second option / proposal can be submitted by procuring new tender documents set with submission of separate bid bond. Submission of more than one options/offers against purchase of one tender document set by submitting on one bid bond will lead to disqualification / rejection of the whole bid. No further chance / clarification to withdraw additional offer /option will be provided.

4. REJECTION OF BIDS

- 4.1 Sui Northern Gas Pipelines Limited reserves the right to reject any or all bids which do not meet the intent of the specifications or where there is evidence of lack of competition or where the lowest bid exceeds the cost estimate by an amount which in the opinion of Sui Northern Gas Pipelines Limited is sufficient to justify such a cause.
- 4.2 The Company does not bind itself to accept the lowest priced bid or any particular bid or any part of a bid, and will not be responsible to pay the expenses or losses which may be incurred by any tendered/bidder in preparation of his bid.
- 4.3 For the purposes of determining the lowest evaluated bid, factors other than price such as guaranteed delivery period, reliability and efficiency of material, availability of service and spare parts and credibility of dealers will be taken into consideration.

5. CANVASSING

Canvassing by any bidder at any stage of the bids evaluation is strictly prohibited. Any infringement will lead to disqualification.

6. AWARD OF CONTRACT

It is the intention to award a contract to the bidder whose bid has been determined to be the lowest evaluated bid and who meet the appropriate standard of capability and financial responsibility subject to our reservation as mentioned at clause 4.3 above.

7. VALIDITY OF BIDS

- 7.1 Your offer must remain valid for a period of 90 days from closing date of the tender / date of opening of bids.
- 7.2 The buyer/purchaser may, however, request for extension of validity of bids without any change in quoted price and other terms and conditions. The bidder(s) may refuse to extend validity of their bid beyond their quoted validity.

8. BID SECURITY

- 8.1 Every bidder shall furnish as part of its bid, bid security (in original), in the amount as mentioned in SOR in the form of a Bank Draft/Pay Order or a bond (Bid Bond) issued by a scheduled Bank of Pakistan on a non-judicial stamp paper (as per specimen enclosed as Appendix-F) valid for 120 days from the date of bid opening. This will serve as a guarantee of acceptance of purchase order in case his bid turns out to be the lowest evaluated bid.
- 8.2 Any Bid, which is not accompanied by the requisite bid security (in original), would be treated as without bid security and will not be read out at the time of tender opening and will be considered as non responsive. No Telefax advice regarding issuance of Bid Bond received from bidder/Bank will be considered sufficient in lieu of actual Bid Bond. Bids received alongwith bid security in the amount of less than required amount shall be treated as non-responsive.
- 8.3 This bid bond will serve as guarantee in case bidder subsequently either withdraw, or unilaterally modify, vary or alter his bid after opening of the bids and before expiry of bid validity period, or fail to accept our purchase order, placed on them within the validity of their bid or its extended validity in case his bid turns out to be the lowest evaluated bid. Bid bond will be retained until supplier furnishes the required Performance/Warranty Bond Guarantee. We reserve the right to retain the Bid Bond of the next lowest bidders, until SNGPL enters into an Agreement or until 120 days after bid opening date, whichever is later.
- 8.4 The cost of the above bond shall be borne by the Bidders.
- 8.5 The bid security may be forfeited:-
 - a) If any bidder withdraws its bid, during the period of bid validity specified by the bidder in his bid or extended period of validity of their bid/ quotation.
 - b) In the case of successful bidder, if the bidder fails:-
 - i) To sign the Contract/Purchase Order or
 - ii) To furnish Performance/Warranty Bond Guarantee.

9. **PERFORMANCE/WARRANTY BOND GUARANTEE**

9.1.1 **PERFORMANCE SECURITY:** (as per draft Appendix-'G'). Within 30 days after the receipt of Purchase Order, the supplier shall furnish Performance/Warranty Bond Guarantee in the form of Bank Guarantee issued by a scheduled Bank in Pakistan, to the purchaser in the amount of 10% (ten percent) of the total net value of the contract (excluding taxes).

Performance Security may also be provided in shape of Pay Order/ Bank Draft/CDR favoring SNGPL along with an undertaking on non-judicial stamp paper for Rs. 100/- that "the supplier/bidder accepts tender enquiry/purchase order terms including Performance/warranty bond guarantee, Late delivery charges, termination of contract etc. and shall comply these term & conditions

- a) The proceeds of the Performance Security shall be payable to the purchaser as compensation, in whole or in part, for supplier's failure to complete its obligations under the contract, on pro-rata basis to the extent of contract (amount) no performed, in addition to other claims, if any as mention in the tender documents.
- b) This will serve as Performance Bond to guarantee timely and complete delivery of the material as per delivery schedule.

Subsequently, this will serve as Warranty Bond as per clause 9.2 given below:-

9.1.2 The Performance/Warranty Bond Guarantee, if provided within the given time period of 30 days, shall remain valid for a period of not less than 6 months, after the last portion of the goods and / or services have been delivered to the final destination indicated in the contract. In case Performance/Warranty Bond Guarantee is not received within given time period of 30 days, the validity period of 06 months will be increased to 09 months after the last portion of the goods and services are delivered to the final destination. In case, the Performance/Warranty Bond Guarantee is not received within 60 days, the relevant clauses of the tender / purchase order will be invoked, contract will be terminated and submitted bid bond will be forfeited.

9.1.3 Pursuant to above, after initial period of 30 days, a notice will be served to supplier for submission of Performance/Warranty Bond Guarantee within next 10 days. In case of adherence to the notice, the period of Performance/Warranty Bond Guarantee will be as per stipulation of clause 9.2.1. In case the supplier fails to submit Performance/Warranty Bond Guarantee even after 10 days of notice, final notice will be issued to submit Performance/Warranty Bond Guarantee within next 20 days (overall not later than 60 days of receipt of the purchase order). In case of failure, purchase order will be terminated and bid bond will be forfeited.

9.2 **WARRANTY**

9.2.1 The supplier warrants that the goods and services supplied under the contract shall conform to the specifications provided in this tender enquiry. The supplier also warrants that the good and services supplied under the contract are new, unused, of the most recent improvements in design and material unless provided other-wise in the contract. The supplier further warrants that the goods and services supplied under this contract shall have no defects arising from the design, materials or workmanship (except in-so-far as the design or material is required by the purchaser's specifications) or from any act of omission of the supplier, that may develop under normal use of the supplied goods in the conditions usage at final destination.

9.2.2 The purchaser shall promptly notify the supplier in writing of any claim arising under this warranty. Upon receipt of such notice, the supplier shall, with all reasonable speed (but not later than original delivery period), replace the defective goods or parts thereof, without costs to the purchaser.

If the supplier having been notified, fails to replace the defective goods and pay all costs/expenses and damages within a given time period, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract, including partial or complete forfeiture of the Performance/warranty Bond Guarantee.

9.2.3 In case any material has been wrongly / short supplied, found being not in conformity with the specifications provided in the tender enquiry / purchase order, either on account of inferior quality, defective workmanship, faulty design, faulty packing or short received, the supplier apart from the short supplies, faulty or defective material, will undertake to replace the item(s) free of charge and shall also pay all cost/expenses and damages incurred by SNGPL due to breach of warranty including extra duties and taxes paid by SNGPL on account of payment of such duties/taxes for the second/or more time of free placement(s). Full cost of replacement shall mean the cost of locating the failure cutting out, removal of faulty material, supply and insertion of new material, coating & wrapping, hydrostatic test, back filling and commissioning etc. whichever is applicable to such an eventuality.

9.2.4 The defective item(s) will be handed over by SNGPL to the supplier's authorized representative at our site/location.

9.2.5 Supplier's total liability in this respect shall not be limited to the extent of the Performance/Warranty Bond Guarantee.

9.2.6 Nothing contained herein shall be construed to limit the supplier's obligations and liabilities with regard to the performance of the contract /purchase order.

9.2.7 The Performance/Warranty Bond Guarantee will be discharged by the Purchaser as soon as possible following the date of completion of the supplier's Performance obligations, including any warranty obligations under the contract

10. LATE DELIVERY AND OTHER CLAIM(S) / CHARGES

10.1 Time shall be essence of the contract/purchase order and it will include a clause on Late Delivery Charges. This interalia will state that if the materials, as given in the order have not been delivered on time and as per stipulations in the contract except on account of Force Majeure, Sui Northern Gas Pipelines Limited (SNGPL) shall be entitled to recover 1% of the total value (excluding sales tax) of the delayed part of material for each week of delay, by way of Late Delivery Charges subject to a maximum of 10% of the total value (excluding sales tax) of the delayed part of the material. The period for calculation of Late Delivery Charges shall be reckoned in number of days for which the material was delayed.

10.2 All the supplies after expiry of scheduled delivery period will be subject to clause mentioned above and does not require any additional noting / marking / comments on delivery challans etc. at the time of receipt of delayed supplies.

- 10.3 The payment of such Late Delivery Charges shall not relieve the supplier from performing and fulfilling its obligations under the contract nor will the corresponding rights and entitlements of Sui Northern Gas Pipelines Limited be affected or reduced in any manner.
- 10.4 Whenever Late Delivery Charges or any other claim become payable, SNGPL, in its sole discretion shall quantify the same as per tender terms and serve a written notice upon the supplier requiring immediate payment thereof. If the supplier fails to remit payment within the given time period as mentioned in the notice, to be served under any mode of communication i.e. E Mail, Fax, Courier, registered postal cover etc., SNGPL will become entitled to recover the same forthwith by calling upon the complete Performance/warranty Bond Guarantee. The amount over and above the SNGPL's claim will be returned to the bank, on supplier's account, after completion of contract performance period.
- 10.5 In case of a contract on turnkey basis or the material covered in the contract is a compact unit consisting of more than one item(s) / part(s) or the delayed part of supply / services, in any way, affects the overall completion, utilization or functionality of the whole item / work, the L/D charges will be worked out on whole unit(s).

11. FORCE MAJEURE

Notwithstanding any provision to the contrary contained for damages or be deemed in default of the provisions of the contract/purchase order for failure to perform or delay in the performance of obligations assumed by such party pursuant hereto in so far as the said affected party can clearly establish that its performance has been prevented or delayed by force majeure.

The term "Force Majeure" as employed herein shall mean acts of Government in their sovereign capacity, riots, strikes, lock outs, fires occurring in the supplier's establishment, political disturbances, mobilization, wars, unprecedented flood, storms hurricanes or other acts of God.

If a party wishes to claim relief of by reasons of Force Majeure, it shall within ten days of its occurrence serve written notice of occurrence of such a Force Majeure on the other party through registered posts. The two parties shall consult each other and agree upon the measures to be taken. As soon as the Force Majeure ends, the affected party shall promptly resume performance of its obligations under the agreements and intimate the other party about this.

12. POST-QUALIFICATION

- 12.1 The purchaser shall determine to its satisfaction based upon an examination of the documentary evidence of manufacturer's financial, technical and production capabilities submitted by the bidder alongwith its bid. Pursuant to the following, as well as any other information as the purchaser may deem necessary and appropriate:
 - a) That, in the case of bidder offering to supply imported goods under the contract which the bidder did not manufacturer or otherwise produce, the bidder has been duly authorized by the goods manufacturer or producer to supply the goods in the Purchaser's country.
 - b) That the bidder provide manufacturer's annual report, audited financial report, as well as other confirmation as the purchaser deem necessary and appropriate to determine bidder's capabilities to perform satisfactory.
- 12.2 The Purchaser shall determine to its satisfaction whether the supplier/ manufacturer selected as having submitted the responsive bid is qualified and has the capability and resource to satisfactorily perform the contract.
- 12.3 The bidder will provide the names and addresses with names of contractor including telex/fax numbers of Oil & Gas Companies to whom the tendered products have been sold in sizeable quantity during the last five years. Simply submitting a list of customers to whom the manufacturer has been supplying various goods, will not meet the intent and purpose of this requirements. This information must form a part of bids, and the bidders are not encouraged to submit any of these information subsequently after public opening of the bids.

a) The bidders shall provide documentary evidence of their having been in the line of manufacturing the offered items for the past five (5) years.

12.4 Quotations from bidders, who are determined to have previously in Sui Northern's judgement committed default in respect of any of its obligation against any of our previous contracts on them will not be entertained.

12.5 An affirmative determination will be a pre-requisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid, in which event, the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of the bidder's capabilities to perform satisfactorily.

12.6 However, bidders quoting an item or material of a manufacturer, which has been successfully supplied during last 5 years to SNGPL w.r.t. brand / model # /make /country of origin /manufacturing, against any of previous purchase order, or has been declared technically responsive after meeting post qualification terms against any of SNGPL tender enquiry, during the last 05 years of the tender enquiry date, are exempted from clause 12.3.

A proof of the eligibility (i.e. copy of SNGPL's Purchase order or technical responsive letter) however, has to be attached with the bid instead. Without any proof, the bid will be considered deficient to clause 12.3.

13. **TERMINATION OF CONTRACT**

In case a contract/purchase order is placed on the basis of this tender enquiry, Sui Northern may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the Contract in whole or in part,

a) If the supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract/Purchase Order, or any extension thereof granted by Sui Northern.

b) If the supplier fails to perform any other obligation(s) under the Contract/Purchase Order, or

c) If the supplier, in either of the above circumstances, does not cure its failure within a period of 30 days after receipt of the default notice from Sui Northern.

14. In the event Sui Northern terminates the contract in whole or in part pursuant to para 13 Sui Northern may procure, upon such terms and in such manner as it does appropriate, goods similar to those undelivered, and the supplier shall be liable to Sui Northern for any excess cost for such contract to the extent not terminated.

15. Your material/goods are liable to be Technically/Physically inspected by us and if you fail to supply the Material/goods according to our specifications, we reserve the right to cancel our purchase order on you.

16. Complete technical literature/relevant brochure on the goods offered must be accompanied with the offer in original, failing which the bid is liable to rejection. Photocopies of technical literature will not be acceptable. Technical Catalogue/technical literature are necessarily required in support of the quoted specifications. In case the accompanying literature does not support the specifications as quoted in the bid, it would be liable to rejection.

17. In case the supplier fails to supply the goods within stipulated period and seeks extension from the Company in completion of the supply of goods, in case the existing taxes including excise duty is either increased or new tax is imposed by the government during the extended period/delayed delivery by the bidder; payment thereof will be the sole liability of the seller and the Company shall not be liable to pay any such amount to the supplier/seller on account of imposition of new duty custom, excise or tax or increase in existing rate of duty, excise or tax.
18. While tendering your quotation, the present trend in the rate of material/goods in the market should be kept in mind. No request for increase in price due to market fluctuations in the cost of material/goods will be entertained.
19. In case of an order on you, you will be required to execute the order strictly in accordance with the terms and conditions of the order. In case any of the terms and conditions of the purchase order are violated we will have the right to cancel the Purchase Order or part thereof as necessary.
20. **PAYMENTS**
 - a) Payment of your bills will be made by our Accounts Department within 30-days after satisfactory completion of each delivery as given in the purchase order and after receipt of your bills in duplicate supported with receipted copies of Delivery Challan and copy of inspection reports.
 - b) Supplier's bill in duplicate accompanied by a receipted copy of Delivery Challan should be submitted within 30 days of the date of delivery of the material. Any delay in submitting the bills will result in corresponding delay in payment.
 - c) Government Tax as per prevailing rules will be deducted from supplier bills, as required vide Gazette Notification No.15(INCOME TAX) deduction of advance tax at source. If you are exempted from deduction of advance tax, you may state so and enclose a photo-state copy of any such valid Exemption Certificate.
 - d) In case the local supplier desire payment through inland letter of credit they should so state in their respective bid in that case, all bank charges relating thereto will be borne by the suppliers.
 - e) Invoices with all relevant documents should be submitted within 15 days from the delivery of goods.
21. **DEVIATION IN PAYMENT SCHEDULE**

Clause 21 of the General conditions of Contract indicate the payment schedule offered by the purchaser, if a bid deviates from this schedule and if such deviation is considered acceptable to the purchaser, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared to those stipulated in this invitation, at a rate of 14 percent per annum. In case after adding such interest a supplier turns out to be the lowest bidder and a purchase order is eventually placed on them, payment will be made to them within the period quoted by them and on which interest is worked out as above.

22. **ARBITRATION / RESOLUTION OF DISPUTES**

- 22.1 Any difference or dispute arising out of or in connection with the contract between the Purchaser and Supplier which cannot be amicably resolved shall be referred to Arbitration in Lahore, Pakistan, to two Arbitrators, one to be appointed by each party for such difference/dispute. In case of the judgment of the said Arbitrators being at variance, the matter shall be referred to an "Umpire", who shall be appointed by both the said Arbitrators. The Umpire shall be retired judge of a High Court or the Supreme Court of Pakistan. Such Arbitrators and Umpire shall proceed to adjudicate the dispute in accordance with the Arbitration Act, 1940 as amended from time to time.
- 22.2 Prior to the exercising of any right by the purchaser or supplier to terminate the contract under the conditions stipulated above, a written notice shall be required to be given to the other party specifying such default(s) and calling for submission of an explanation within seven (7) days of receipt of such notice. If such explanation is not furnished within the stipulated time or if so furnished, is found to be unsatisfactory, and the default(s) continues, the contract be terminated with notice to the other party before outerring upon the reference.
- 22.3 The agreement shall be governed by Pakistan Law and the arbitration language shall be English.
- 22.4 During the course of arbitration, the supplier shall not suspend the performance of his responsibilities and obligation under the Contract unless authorized by the purchaser in writing to do so.
23. The successful supplier/manufacturer on whom purchase order / contract will be placed, shall be bound to supply the material strictly in accordance with the specifications/terms and conditions of the purchase order. In case of failure to comply with any of the terms and conditions and specifications of the purchase order SNGPL reserves the right to stop future business dealing with them and de-list their name from the list of Company's approved suppliers, in addition to levy of other penalties as per terms of contract.
24. In case of purchase order on you and subject to above, if the purchase order on you or part thereof is cancelled, we shall have the right to make purchase from other sources at your risk and cost and difference in cost will be recovered from you.
25. **INTEGRITY PACT:**
The bidders are required to carefully read the text of integrity pact attached with the tender documents (Appendix-I) for tenders having value exceeding 10 million and confirm their concurrence of execution of the same in case purchase order is placed on them. This is a mandatory requirement under public procurement rules 2004.
26. The successful suppliers/manufacturers on whom purchase order(s)/Contract(s) will be placed, shall also provide following certificate alongwith their bid :-
"In accordance with clause category No.5 (i , ii, iii) of Schedule of Punjab Finance Act 1977 amended in 1999 -2000, the Contractors, Suppliers and Services rendering persons / firms are required to deposit 'Professional Tax' and have to produce clearance certificate on of 'Professional Tax' on annual basis".
-



SCHEDULE OF REQUIREMENT AND DELIVERY
OUR TENDER ENQUIRY NO. LET/010/26

Item No.	Description	Qty:	Unit	Bid Bond (Value) Rs.	Delivery required as under:-
1.	PORTABLE WELDING PLANT	11	Nos.	110,000.00	Within 08 weeks at our Stores, 21-Industrial Area, Gurumangat Road, Lahore.
	Technical Specifications & Bid Evaluation Criteria attached as per Appendix “C” & “D”.				You will submit Bid Bond in THE shape of Bank Guarantee/PO/BD/BC/SDR/CDR/CC etc. in favor of SNGPL.

Notes:-

1	Please arrange to submit one original quotation along with duplicate copy of the same failing which your quotation may not be considered for evaluation.
2	Your offer should be in Pak Rupees inclusive of all Government Taxes & Duties including General Sales Tax.
3	Your offer should be accompanied by a copy of valid Sales Tax Registration Certificate in your name, failing which the offer will not be considered for evaluation.
4	Please also provide break down of your quoted prices indicating detail of taxes, duties etc., separately included therein.
5	SNGPL as a withholding agent, as per Sales Tax Special Procedure (withholding) Rules, 2007, in accordance with clause No.2 (Responsibility of Withholding Agents), shall deduct an amount as per applicable rate of the total Sales Tax shown in the Sales Tax invoice issued by the supplier and make payment of the balance amount, if any.
6	We require the delivery as per above mentioned schedule/period. You however, may quote your best delivery schedule / period.
7	Please indicate clearly your reservations, if any, to the terms and conditions of the tender enquiry, on the quotation.
8	The manufacturers/suppliers should offer only one product against each item, in conformity with the specifications stipulated in the tender documents. In case of alternate offers against an item in this tender enquiry, the bidder must provide detailed specifications of the alternates offered along with its technical literature. Details as to how the alternates offered, differ from the main offer must be provided, failing which complete bid will be considered as non-responsive.
9	It is contractor's responsibility to take measures as per General Procedure of HSE in view of the environmental health, safety law and regulations, which is available at www.sngpl.com.pk
10.	The Income Tax and other taxes which are responsibility of seller should not be included in their prices while submitting their quotation.
11.	No bidder shall be permitted to alter his bid after bids have been opened, but clarifications not altering the substance of the bid may be solicited and/or accepted. No bidder will be asked or required to alter the substance of his bid.
12.	No bid will be accepted for a quantity lesser than that specified above. Any bid received for partial quantity will be rejected and not considered for evaluation.
13.	The successful manufacturers/ suppliers on whom the purchase order(s)/contract(s) will be placed shall be bound to supply the material strictly in accordance with the specifications/terms and conditions of the purchase order. In case of failure to comply with any of the terms & conditions and specifications of the purchase order, we reserve the right to invoke relevant clauses of the tender enquiry/purchase order.
14	You are required to produce/submit valid professional tax clearance certificate issued by Excise and Taxation department.
15.	We reserve the right to increase / decrease the tender quantities or cancel this enquiry in whole or in part before placement of purchase order should our requirement change in the meantime. After tender opening, the quantities may be increased / decreased by 15% of the tender quantities. However, decrease beyond 15% shall be subject to concurrence by the successful bidder.
16.	We reserve the right to extend the opening date of the tender enquiry without assigning any reason.
17.	We reserve the right to accept and/or reject any offer without assigning any reason whatsoever.
18.	Any discount or alternate prices not read out at bid opening will not be considered during bid evaluation.
19.	Conditional offers / quotation will not be accepted.
20.	Only Brand new Original & Genuine, material will be accepted.
21.	Unit price will prevail in case of any discrepancy found in the quoted price.
22.	As a result of evaluation / scrutiny of bid, if any clarification is sought by SNGPL, bidders are required to adhere to the timeline specified by the SNGPL. In case of non-compliance to the timeline, SNGPL, reserves the right to proceed further without any re-course.
23	Bids will be evaluated on item-wise basis, unless and until mentioned otherwise. However, in case, after evaluation, the tendered quantities are splitted between two or more bidders and chunk of any suppliers (s) is too small to cover administrative cost on further processing of the purchase order, pre-shipment inspection cost etc, as determined by the procuring agency, order of such items (s) will be placed on next lowest available responsive bid winning /securing orderable quantities.
24	Every bidder is required to submit only one proposal/option against purchase of one tender document set. Alternate/second option/proposal can be submitted by procuring new tender documents set with submission of separate bid bond. Submission of more than one options/ offers against purchase of one tender document set by submitting on one bid bond will lead to disqualification/rejection of the whole bid. No further chance/clarification to withdraw additional offer /option will be provided.
25.	“Bidders are required to submit their firm and irrevocable offer in Pak Rupees inclusive of all Govt Taxes, Duties & levies etc; except sales tax, which must be based on free delivery at our specified stores/location. The amount of Sales Tax, where applicable, would be mentioned separately. In case GST is not mentioned separately, it shall be considered that offered bid price is inclusive of GST.”
27.	Bidders may be required to provide documentary evidence regarding application or exemption of sales tax as mentioned in bid, if required by us during evaluation of bids or after placement of order/contract. Payment of sales tax shall be made as per prevailing Govt rules/ regulations.”
28.	Reservation/clarifications, if any w.r.t tender terms/specifications should be asked by the bidders 7 days prior to the closing date of the tender.
29.	Procurement of material will be made from those suppliers/contractors who are active Tax Payers as per Federal Board of Revenue (FBR)'s data base, i.e. Active Tax Payer's list (ATL).
30.	Payment to the suppliers/bidders shall be linked with active tax payer status. If a supplier/contractor is not in the ATL, no payment shall be made until the supplier/contractor appears on ATL of FBR.
31.	The successful suppliers/dealers on whom purchase order(s)/contract(s) will be placed, shall provide a certificate as under:- “No extra payment in the form of commission, over and above the contracted value has neither been paid nor will be paid to any official of SNGPL/any authority in Pakistan”.
32.	The contractors, suppliers are required to provide Integrity Pact as per specimen attached as Appendix-I with the tender enquiry, in case of tender value beyond

LET/010/26.

Flag A

	Corrosion Control Centre SUI NORTHERN GAS PIPELINES LIMITED	DOC. # CCC/MC/DC/01
	Specifications of Welding plant (Portable)	Rev. # 01 Date: 25-02-2025

LET/010/26 Appendix-E 3/D

SPECIFICATION OF WELDING PLANT (PORTABLE)

Type:	Portable Inverter Welding Machine (IGBT / inverter Technology)
Power Supply:	<ul style="list-style-type: none"> • Input Voltage: 220-230V (Single-phase AC) • Frequency: 50Hz / 60Hz
Output Current:	<ul style="list-style-type: none"> • 20A to 200A DC (variable, adjustable for different welding needs) for both welding functions i.e., MMA / SMAW & GTAW / TIG
Duty cycle:	30% @ 200A, 100% @ 120A
Electrode diameter:	Able to handle a variety of electrode sizes, typically upto 4mm.
Weight:	15 kg (maximum)
Welding Functions:	<ul style="list-style-type: none"> • MMA / SMAW • GTAW / TIG
Cooling System:	Built-in fan cooling system to prevent the unit from overheating during prolonged use
IP Rating of enclosure:	IP23 (minimum)
Overcurrent Protection:	Yes
Accessories:	<ul style="list-style-type: none"> • 01 No. electrode holder with compatible cable (cable length= 03-meter min.) • 01 No. earth clamp with compatible cable (cable length= 03-meter min.). • 01 No. welding torch for GTAW / TIG welding
Warranty:	Minimum 01-year warranty

• **Bid Evaluation Criteria**

The successful bidder shall be Technically Responsive against above specification and commercially viable.

SUI NORTHERN GAS PIPELINES LIMITED

PRICE TERM SHEET

1 Sr.No.	2 Description	3 Qty	4 Brand Name	5 Country of Origin	6 Unit Price Ex-Works	7 Freight and other Expenses per Unit	8 Unit Price F.O.R, Lahore	9 Total Price F.O.R, Lahore	10 Sales Tax Per Unit (As per applicable rate)	11 Unit Value F.O.R, Lahore	12 Total Value F.O.R, Lahore
					(Including all Govt. Duties/ Taxes but Excluding Sales Tax) (Rs.)	F.O.R Free Delivery at Lahore (Excluding Sales Tax) (Rs.)	(Without Sales Tax) (6+7) (Rs.)	(Without Sales Tax) (3x8) (Rs.)		(Including all Govt. Duties/ Taxes and Sales Tax) (8 +10) (Rs.)	(Including all Govt. Duties/ Taxes and Sales Tax) (3x11) (Rs.)
1	Welding Plant (Portable)	11 Nos.									

(Other detailed Technical Specifications and Bid Evaluation Criteria as Appendix-'C & D" attached)

Supplier's Signatures: _____

Firm/Company's Stamp: _____

(ON BOND PAPER OF RS.100/-)

FORM OF BID BOND

Whereas _____ hereinafter
Called ("the Bidder") has submitted its bid, dated _____ for the supply
of _____

_____ (herein called "The Bank "). Know all
men

by these present that

We _____

having our registered office at _____

_____ (hereinafter called "The Bank") are bound unto Sui Northern Gas Pipeline Limited.
("hereinafter called the Purchaser") in the sum of _____

_____ for which payment well and truly be made to the said purchaser, the Bank binds itself, its
successors and assigns by these present, Sealed with the common Seal of said Bank this
_____ days of _____ 200

THE CONDITIONS of this obligation are.

1. If the bidder withdraw its Bid during the period of bid validity specified by the Bidder on the Bid Form or.
2. If the bidder, having been notified of the acceptance of its bid by the purchaser during the period of Bid validity:-
 - a. fails or refuses to accept or execute the purchase order placed on bid or.
 - b. fails or refuses to furnish the Performance security, accordance with the Instructions to Bidders:

We undertake to pay to the purchaser upto the above amount upon receipt of its first written demand, without the purchaser having to substantial its demand, provided that in its demand the purchaser will notify that the amount claim by it is due to it owing to the occurrence of one condition or conditions, with three (3) days of the written intimation.

This guarantee will remain in force upto _____ including one hundred twenty days (120 days) after opening date of the bid, and any demand in respect thereof should reach the Bank not later than the above date _____.

This guarantee is available for payment, without recourse to the opener, against beneficiary's first written call to do so accompanied by written statement certifying that the opener failed to comply with the terms and conditions of the order.

SIGNATURE OF THE BANK

NAME OF WITNESS _____

ADDRESS OF WITNESS _____

(To be typed on a correctly valued stamp paper and to be issued by a scheduled bank operating in Pakistan or by Foreign Bank with the guarantee underwritten by a scheduled bank in Pakistan).

M/s. Sui Northern Gas Pipelines Limited,
P. O. Box No.56,
Lahore – Pakistan.

Dear Sirs,

Performance Warranty Bond Guarantee
No. _____

Date: _____

Amount: _____

_____ Valid upto 06 months after the last portion of the goods have been delivered to the final destination indicated in the contract and till _____ whichever is later.

PERFORMANCE WARRANTY/BOND GUARANTEE

As per request of M/s. _____
We hereby issue our letter of Guarantee No. _____
in your favour on account M/s. _____
for a sum not exceeding Rs. _____
(Rupees _____ being 10% of the total value of the total value of your order No. _____ dated _____ (excluding Sales Tax) as a Performance Warranty/Bond Guarantee as per requirement and specifications mentioned in the order under the following terms and conditions:-

1. This guarantee is available for payment, without recourse to the opener, against beneficiary's first written call to do so accompanied by written statement certifying that the opener failed to comply with the terms and conditions of the order.
2. The Guarantee Bond shall terminate 06 months after the last portion of the goods has been delivered to the final destination indicated in the contract and till _____ whichever is later.

All claims under this guarantee must be submitted to us not later than the said validity date after which guarantee becomes automatically null and void, and the bank will stand discharged and released from all its liabilities hereunder.

NAME OF BANK

Sd/-
OFFICER (SEAL) MANAGER

QUESTIONNAIRE/COMMERCIAL TERM SHEET

	Yes	No
1. Is your offer firm and irrevocable as per terms and condition of tender enquiry ?	<input type="text"/>	<input type="text"/>
2. Do you agree to the delivery schedule specified in the tender enquiry?	<input type="text"/>	<input type="text"/>
3. Is your offer valid for a period of at least 90 days?	<input type="text"/>	<input type="text"/>
4. Have you submitted Bid Bond in line with terms and conditions of the tender enquiry ?	<input type="text"/>	<input type="text"/>
5. Do you agree to evaluation of each item separately? (Applicable in case of more than one items)	<input type="text"/>	<input type="text"/>
6. Do you agree to providing Performance /Warranty Bond Guarantee within 30 days of award of contract?	<input type="text"/>	<input type="text"/>
7. Do you agree to tender clauses pertaining to Late Delivery Charges?	<input type="text"/>	<input type="text"/>
8. Do you agree to tender clause pertaining to Force Majeure?	<input type="text"/>	<input type="text"/>
9. Do you agree to tender clause pertaining to Termination of Contract?	<input type="text"/>	
10. Do you agree to tender clauses regarding payment?	<input type="text"/>	<input type="text"/>
11. Do you require payment through L/C or against bills as per option given in the tender enquiry? Please specify.	<input type="text"/>	
12. Do you have any reservation to any of terms & conditions stipulated in the tender documents. Please specify if any?	<input type="text"/>	
13. Have you enclosed cost break-up of the quoted prices as required in the tender enquiry?	<input type="text"/>	<input type="text"/>
14. Do you agree to execute Integrity Pact in compliance with PPRA Rules, 2004 (Appendix-1)?	<input type="text"/>	<input type="text"/>
The following information must be required to be submitted by the bidders alongwith the bid.		
i). Name of the bidder.	<input type="text"/>	<input type="text"/>
ii). Type of ownership i.e Proprietor/Partnership/Private Limited Company/Public Limited Company.	<input type="text"/>	<input type="text"/>
15. Following relevant paper must be provide in respective cases:-		
i). Copy of NIC in case of single proprietor.	<input type="text"/>	<input type="text"/>
ii). Copy of partnership deed in case of partnership.	<input type="text"/>	<input type="text"/>
iii). Copy of Article of Association for Private/Public Limited Companies.	<input type="text"/>	<input type="text"/>
16. Date of establishment of business concern.	<input type="text"/>	<input type="text"/>
17. GST Number alongwith copy of certificate.	<input type="text"/>	<input type="text"/>
18. National Tax Number alongwith copy of Certificate.	<input type="text"/>	<input type="text"/>
19. Valid Professional Tax Clearance Certificate.	<input type="text"/>	<input type="text"/>

Authorized Signatories of the Bidders

Name: _____ Date: _____

Company Seal: _____ Place: _____

Note Bidders should write 'Yes' or 'No'(in words) in the above columns.

INTEGRITY PACT

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

Contract Number: _____ dated: _____
Contract Value: _____
Contract Title: _____

[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, 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 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 right and remedies available to GOP under any law, contract or other instrument, be void able 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 of damage incurred by it on account of its corrupt business practices and further pay compensation to GOP in an amount equivalent to ten times the sum of any commission gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest privilege or other obligation or benefit in whatsoever form from GoP.

[Buyer]

[Seller/Supplier]

AUTHORITY LETTER

M/s. Sui Northern Gas Pipelines Limited,
Lahore.

We M/s. _____ representing M/s. _____
are/have submitted Quotation Ref: _____ dated _____ due
for opening on _____ at _____ hours.

We hereby authorize Mr. _____
(Name) (Designation)
to attend the public opening of the bids on our behalf. He has been further authorized to authenticate any
erased/fluided figure(s) of corrections, if any, in the bid.

SIGNATURE _____

STAMP _____

Rs.100/-
(Non Judicial Stamp Paper)

CERTIFICATE OF FULL DISCLOSURE AND NON-COLLUSION

We, _____, a company/firm registered under the laws of Pakistan and having registered office at _____ hereby declare, confirm and as follows:

- 1- We, have neither offered, given, received or solicited anything of value to influence the actions of any and all parties involved in the procurement process nor misrepresented or concealed any facts in order to influence the procurement processor or accomplish the award of contract, nor have we been part of any corrupt or collusive practices prior to or after bid submission which might restrict, reduce or prevent free and open competition and fair and transparent award of contract.
- 2- We neither had at the time of submitting the bid nor presently have any relationship, association of link with another bidder nor have we been involved in any arrangement or understanding that directly or indirectly restricted, reduced or prevented free and open competition or a fair and transparent award of contract, and we have made all the disclosures that may be necessary in this regard and nothing has been withheld or concealed from SNGPL.
- 3- At any stage of the procurement process or after award of the contract, SNGPL may, having evidence of any misrepresentation, inaccuracy, inconsistency or non-conformity in the disclosures, data or other information provided by us, withdraw the letter of award or terminate the contract at our sole cost and expense, and without any liability on the part of SNGPL.
- 4- This certificate shall form integral part of the contract documents and we shall remain bound by it at all material times.

(DEPONENT)

Verification:

Verified on oath that the contents of this Certificate are true to the best of our understanding knowledge and belief and nothing has been concealed or misstated herein above.

(DEPONENT)

Dated: the _____

MANNER AND MECHANISM TO BLACKLISTING/ CROSS DEBARRING OF SUPPLIER OR CONTRACTOR

As per PPRA Rule No. 19, following is mechanism to blacklist supplier/ contractor:-

Proceedings for Blacklisting :-

- a) General Manager (Procurement) on his own accord or on receipt of information or a complaint shall, after examining the material placed before him shall determine whether it is necessary and appropriate to initiate formal black listing proceedings.
- b) In case General Manager (Procurement) decides to initiate blacklisting proceedings, the case shall be forwarded to the committee duly approved by management from time to time for initiating blacklisting proceedings.
- c) The bidder/ supplier shall be formally intimated in writing by the committee about the nature of complaint/ matter/ default/ fraudulent & corrupt practices as defined in PPRA Rule and initiate the blacklisting/ cross debar proceedings.
- d) The bidder/supplier shall be intimated by giving a fifteen (15) days notice through courier services, registered post or fax or email and, shall be provided an opportunity of furnishing detailed response either through written representation or personal hearing or both.

If blacklisting proceedings are to be initiated due to supplier's failure to meet the contractual obligations, then the bidder/ supplier shall be given a chance to invoke Arbitration before start of formal blacklisting proceedings.

In case the supplier/bidder does not opt for Arbitration within time given, then, notice for blacklisting shall be served accordingly to initiate the proceedings.

- e) In case the bidder/supplier fails to furnish his defense / representation within 15 days of 1st notice of blacklisting, a reminder shall be sent giving another opportunity to furnish the reply within 7 days.
- f) If the bidder/ supplier fails to submit his reply even after 2nd notice or fails to furnish the tenable justification of charges framed against him, the committee may proceed further in this regard on the basis of information, record and material available before him.
- g) The 08 committee shall complete its proceedings within 30 days from the date of first notice given pursuant to paragraph (c) above.

Findings & Decisions:

- a) The Committee after finalizing his proceedings shall record his findings in writing and decide one of the following measures and GM (Procurement) shall obtain approval of the management for implementation:
 - i. Blacklisting and henceforth cross debarred for participation in any public procurement for the period up to **10 years** if corrupt and fraudulent practices as defined in PPRA Rule has been established;
 - ii. Blacklisting and henceforth cross debarred for participation in respective category of public procurement if the bidder/ supplier fails to perform his contractual obligations as per terms of the tender enquiry/ contract and within the specified time. Such blacklisting period shall not be more than **3 years** or,
 - iii. Blacklisting and henceforth cross debarred for participation in respective category of public procurement for a period up to **6 months** if bidder/ supplier alter his bid/ withdraw his bid/ does not accept the contract or does not abide with bid security declaration.
- b) General Manager (Procurement) shall communicate in writing to the PPRA and respective bidder/supplier his decision containing grounds for such action of blacklisting.

Appeal:-

The bidder/ supplier may file appeal against the decision of the committee before PPRA as per conditions/ mechanism defined in PPRA Rules.