



Enquiry No: **FCS/KPAL/TE/026/26 (EPADS)**

DATED: **18.06.2026**

DUE DATE: **07.07.2026**

Dear Sirs,

INVITATION TO BID THROUGH EPADS
TENDER ENQUIRY NO.FCS/KPAL/TE/026/2026
ROW MATERIAL
CLOSING/OPENING DATE: 07.07.2026

TENDER CLOSING TIME 15:00 HOURS & OPENING TIME 15:30 HOURS

1. 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). Price Term Sheet Appendix 'D'
 - v). Specimen of Bid Bond Appendix 'E'
 - vi). Specimen of Performance/Warranty Bond Appendix 'F'
 - vii). Format of Authority Letter for attending public opening of bids (to be provided by the bidders representatives to the bid opening Committee at the time of public opening of technical as well as commercial bids). Appendix 'G'
 - viii). Questionnaire / Commercial Sheet Appendix 'I'
 - ix). Certificate Of Full Disclosure and Non-Collusion Appendix 'J'
 - x). Manner And Mechanism To Blacklisting / Cross Debarring Of Supplier Or Contractor Appendix 'K'
2. Your firm and irrevocable offer in Pak Rupees (inclusive of all Taxes, duties, levies including Sales Tax) must be based on delivery mentioned in Appendix- 'B'. You are required to clearly mention, in your bid if any item(s) of your bid is/are exempted from sales Tax. You are also required to indicate the rate of GST on each item quoted in your offer, if such rate is different from generally applicable rate i.e., 18%. In the absence of such details in your bid, SNGPL will consider all items as inclusive of generally applicable **GST rate i.e., 18%**. No subsequent clarification will be accepted after bid opening in this regard.
3. You are required to quote prices on the "Price Sheet" attached as Appendix- 'D' duly filled in all the column including signature of your authorized representative and bearing stamp of your Firm/Company.
4. You are also required to send "Questionnaire/Commercial Terms Sheet" attached as Appendix- 'G' duly signed by your authorized representative and bearing stamp of your Firm/Company.
5. The delivery must conform to the terms given in the schedule of requirements and specifications and must be strictly adhered to. Earlier delivery will also be acceptable.
6. General Terms, attached as Appendix 'A' must be taken into consideration before submitting your quotation.
7. Your offer must remain open for a period of **60 days** from the closing date of the tender enquiry.
8. If you have any doubts as to the meaning of any portion of the specifications of "**General Terms**", you should when submitting your tender, set out in your covering letter, the interpretation upon which you rely.
9. You must submit bid through EPADS only.
10. You must submit bid bond in original (hard copy) at below mentioned address before closing time (1500 hrs) on or before closing date.

Senior Officer (Procurement),
Sui Northern Gas Pipelines Limited,
SNGPL Construction Camp Opposite Ghazni Khel Filling Station Near Gulbaz Shop, Lakki Marwat.
11. Bids shall be opened publicly on the same day at **15:30** Hours at the address mentioned above. In case of holiday (s) falling on the date of tender opening, tender will be opened at the same time on the next working day. It will be the responsibility of the bidder to deliver the bid bond before the closing time. The company does not take any responsibility whatsoever of collection of the bid bond from any agency. You or your authorized agent may attend the tender opening. Bid bond received after tender closing time will be returned.
- 12(a) In each case where reference is made to any specific National or International Standards, other recognized authoritative standards, ensuring equal or higher quality will also be acceptable. In case your offer conforms to standards other than quoted in the Tender Enquiry, you are required to submit along with your bid, one copy 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 a copy of each of the standards, then your tender will not be considered.
- 12(b) In case the bidder is not able to fully comply with the technical specifications of Tender Enquiry, he must indicate his reservation in the offer and in that event must submit complete literature/specifications of the items he is offering. Bids will be disqualified if relevant literature/specifications are not provided in his offer.



SUI NORTHERN GAS PIPELINES LIMITED

SNGPL (Project) Camp Kot Palak Dera Ismail Khan

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13. 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.
14. We also reserve the right to have the items (s) inspected by a third party at our own expense.
15. It must be indicated by the bidders in their offer that their quotation fully conforms to technical specifications and to the terms and conditions of the Tender Enquiry.
16. Only one authorized representative per bidder will be allowed to attend the public opening of bids. A representative from a bidder will be required to submit an authority letter (as per specimen attached as Appendix- 'H') in his favor by the respective bidders for attending the public opening of bids, failing which we will not allow to attend the public opening.
17. For tender enquiry having value Rs. 10 million or above must be filled in as per specimen attached in Appendix- 'I'
18. i). Name of the bidder.
ii). Type of ownership i.e., Proprietor/Partnership/Private Limited Company/Public Limited Company.
Following relevant paper must be provide in respective cases: -
 - a) Copy of NIC in case of single proprietor.
 - b) Copy of partnership deed in case of partnership.
 - c) Copy of Article of Association for Private/Public Limited Companies.iii). Date of establishment of business concern.
iv). GST Number along with copy of certificate.
v). National Tax Number along with copy of Certificate.
vi). Valid Professional Tax Clearance Certificate.
19. Clauses mentioned above will supersede, if found in contradiction with any clause mentioned at any other place in the tender enquiry.
20. 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
21. **PAYMENT**
In case an order is placed on you on the basis of this tender enquiry, payment shall be made within 30 days from receipt of goods except when stores are received 'Subject to Approval'. In such cases 30 days limit will commence from the date of 'Approval' of material.
SNGPL as withholding agent, as per Sales Tax special Procedure (withholding) Rules-2007, shall deduct an amount equal to 1% of the total Sales Tax shown in the Sale Tax invoice issued by the supplier and make payment of the balance amount.

Yours Faithfully,
SUI NORTHERN GAS PIPELINES LIMITED

(MUHAMMAD FAWAD KHAN)

Senior Officer Procurement (F)

for Managing Director



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GENERAL TERMS

APPENDIX 'A'

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 along with 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 **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 Offer / Options 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 tenderer/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 bid's 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 60 days from closing date of the tender / date of opening of bids.



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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 Schedule of Requirement (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

i. **PERFORMANCE SECURITY:** (as per draft Appendix-G). Within 15 days after the notification of award of the contract, the supplier shall furnish Performance Bond Guarantee in the form of Bank Guarantee issued by a scheduled Bank in Pakistan, to the purchaser in the amount of 10% (percent) of the total net value of the contract excluding Sales Tax. The proceeds of the Performance Security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.

- a "This will serve as Performance Bond to guarantee timely and complete delivery of the material as per delivery schedule."
- b Security: This will serve as Warranty Bond.

ii. The Performance Bond Guarantee shall remain valid for six months after the last portion of the goods and services have been delivered to the final destination indicated in the contract. The purchaser shall promptly notify the supplier in writing of any claim arising out of performance of the contract. Upon receipt of such notice, the supplier shall, with all reasonable speed, settle the claims. If the supplier having been notified, fails to fully settle the claim within a week's time, 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 Bond Guarantee.

iii. In the event an item has been wrongly supplied or short supplied or is found not in conformity with specifications provided in this tender enquiry, the supplier will replace the item(s) free of charge and shall also pay all costs/expenses and damages incurred by SNGPL. The defective item(s) will be handed over by us to the supplier's authorized representative at our site/location.

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

v. The Performance Bond Guarantee will be discharged by the Purchaser as soon as possible following the date of completion of the supplier's Performance obligations under the contract.



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9.1 WARRANTY

9.1.1 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.

9.1.2 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.

9.1.3 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.

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

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

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

9.1.7 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 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 dispatched/delivered on time and as per stipulations in the contract except on account of Force Majeure, within the delivery period given in the contract, Sui Northern Gas Pipelines Limited(SNGPL) shall be entitled to recover 1% (One Percent) of the total value (excluding Sales Tax) of the delayed part of material for each week of delay, by way of Late Delivery Charges and not by way of penalty subject to a maximum of 10% of the total value of the delayed part of the material.

10.2 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 be affected or reduced in any manner.

10.3 Whenever Late Delivery become payable, Sui Northern Gas Pipeline Limited, shall quantify the same and serve a written notice upon the supplier requiring immediate –Payment thereof. If the supplier fails to remit payment within 15 days of receipt of such notice served under register postal cover, Sui Northern will become entitled to recover the forthwith by calling upon the performance/Warranty Bond Guarantee will be made good by the supplier within 60 days of receipt for the above referred notice by way of amendment to the performance / Warrantee Bond Guarantee failing which the remaining portion of this Guarantee would become encashable in favor of the buyer on account of any such failure.

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.



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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 In the absence of prequalification, 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 bidders along with 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 manufacture or otherwise produce, the bidder has been duly authorized by the goods manufacturer or produce to supply the goods in purchaser's country.

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 resources to satisfactorily perform the contract

12.3 the bidder will provide the names and addresses with names of contacts including telefax/telex numbers of the Company 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 requirement. This information must form a part of bid, and the bidders are not encouraged to submit this information subsequently after public opening of bids.

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

12.4 However, bidders quoting an item or material of a manufacturer, which has been successfully supplied to SNGPL w.r.t. brand / model # / make / country of origin / manufacturing, against any of previous purchase order or has been declared technically responsive against any of SNGPL tender enquiry, during the last five years of the tender enquiry date, are exempted from clause 12.3. A proof of eligibility i.e. copy of SNGPL 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.

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

12.6 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.

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

12.8 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.

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.



SUI NORTHERN GAS PIPELINES LIMITED

SNGPL (Project) Camp Kot Palak Dera Ismail Khan

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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 is 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.



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- 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 along with 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".

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Appendix 'B'

SCHEDULE OF REQUIREMENT AND DELIVERYThe total requirement **ROW Material** required is as follows:-

Sr. #	Description	Unit	Qty	Delivery
1	M.S Iron Shovel With Handle H/Duty	Nos.	48	Delivery at SNGPL Camp, Indus Highway, Ghaznikhel Stop, Lakki Marwat
2	M.S Iron Pix Axe With Handle H/Duty	Nos.	48	
3	M.S Iron Kassi with Handle H/Duty	Nos.	48	
4	ICE Box size 3'x1-1/2'x1-1/2' (Coleman)	Nos.	5	
5	G.I Box Size 5'x3'x3' (22Gauge)	Nos.	2	
6	Cotton Gloves Size 6" PVC Doted for Strong Grip Five Finger	Pair	400	
7	Silky Romall Size 54"x54" D/Horse	Nos.	340	
8	Red Cloth	Mtr.	90	
9	Measuring Tape 100'	Nos.	5	
10	Water Cooler 100-Ltr Cap	Nos.	5	
11	Water Cooler 70-Ltr. Cap	Nos.	4	
12	Water Cooler 30-Ltr. Cap	Nos.	5	
13	M.S pipe 8'-Long 1/2" dia	Nos.	70	
14	G.I Box Size 6'x3'x3' (22-Gauge)	Nos.	5	
15	M.S Pipe 8'-Long 3/4" dia	Mtr.	90	
16	White Paint Marker (Each Pkt=10 No.)	Nos.	12	
17	Hand Glove 14" Five Finger Inner Lining Leather Made Double Stitch, Strong Grip	Pair	290	
18	Polythene Sheet 0.8mm thick (Each Roll =24 Kg weight)	Roll	5	
19	Canvas Tarpal Size 25'x50' water proof, Anti Fire & Smoke, Double Stitches Green Color along with 06-Rings,	Nos.	3	
	Nineteen Items Only			
			Total Bid Bond	R.s. 44,000/-



SUI NORTHERN GAS PIPELINES LIMITED

SNGPL (Project) Camp Kot Palak Dera Ismail Khan

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Notes:

- We require the Material within 15 Days at our Site mentioned in Schedule of Requirement (SOR) Appendix- B however, you may quote your best delivery period.**
- Your offer should be inclusive of all Government Taxes & Duties including General Sales Tax and transportation charges for delivery at our required site/store.
- 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.**
- We reserve the right to extend the opening date of the tender enquiry without assigning any reason.
- Please indicate separately the amount of Sales Tax included in your quoted price and note that we as per Sales Tax special Procedure Rules 2007, shall deduct an amount equal to 1/5 of the total value of Sales Tax shown in the Sales Tax invoice issued by the supplier and make payment of the balance amount.
- 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.
- Bidder must in their quotation write the prices quoted by them in figures as well as in words.
- You are required to mention clearly the country of origin/make/brand of the equipment / material offered by you.
- Any discount or alternate prices not read out at bid opening will not be considered during bid evaluation.
- 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.
- Please also provide break down of your quoted price indicating detail of taxes duties etc., separately included therein.
- Please indicate clearly your reservations, if any, to the terms and conditions of the tender enquiry, on the quotation.
- The contractors, suppliers and services rendering persons/firms are required to provide valid Professional Tax Certificate for the current financial year.
- Please mention your National Tax Number on the invoices to be submitted for payment.
- No bidder will 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.
- The successful suppliers/manufacturers on whom the purchase order(s)/contracts(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/deviation of any of the terms and conditions and specifications of the purchase order/tender enquiry the company reserve the right to stop future business dealing with you and de-list the company names from the list of Company's suppliers.
- 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
- Conditional Offers/quotation will not be acceptable.
- Offer for partial quantity will not be acceptable.
- Only brand new equipment/material will be accepted.
- Unit price will prevail in case of any discrepancy found in quoted prices
- Black listed firms are not allowed to participate in this tender enquiry.
- Please enclose all relevant leaflet/brochure along with your quotation.
- 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 Offer / Options 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.
- The successful suppliers / printers on whom the purchase order(s)/contract(s) will be placed, shall provide 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".
- 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 reserve the right to proceed further without any recourse.
- 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 costs etc as determined by the procuring agency, order of such items will be placed on next lowest available responsive bid winning / securing orderable quantities.



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Evaluation Criteria

Sr. No.	Bid Evaluation Clause	Committed/Confirmed	
		Yes.	No.
01	You must adhere to the following failing which your bid will not be considered: (a) Bid must be submitted through EPADS only within the stipulated time. (b) Bid bond in original (hard copy) amounting Rs.44,000/- must reach our office before closing time (1500 hrs) on or before the closing date.		
02	The bidder must fully comply with the technical specifications mentioned in Appendix “B” i.e., Schedule of Requirement.		



SUI NORTHERN GAS PIPELINES LIMITED

SNGPL (Project) Camp Kot Palak Dera Ismail Khan

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Appendix- "F"

(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 withdraws 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 up to 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 up to _____ 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 _____



SUI NORTHERN GAS PIPELINES LIMITED

SNGPL (Project) Camp Kot Palak Dera Ismail Khan

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Appendix "G"

(ON BOND PAPER OF RS.100/-)

(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).

Performance Warranty Bond Guarantee No. _____
Date: _____
Amount _____
Valid up to 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.

M/s. Sui Northern Gas Pipelines Limited.

Dear Sirs,

PERFORMANCE WARRANTY/BOND GUARANTEE

As per request of M/s. _____

We hereby issue our letter of Guarantee No. _____

in your favor 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



SUI NORTHERN GAS PIPELINES LIMITED

SNGPL (Project) Camp Kot Palak Dera Ismail Khan

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APPENDIX 'H'

Tender Enquiry No. _____

QUESTIONNAIRE/COMMERCIAL TERM SHEET

	Yes	No
1. Is your offer firm and irrevocable as per terms and condition of tender enquiry ?		
2. Do you agree to the delivery schedule specified in the tender enquiry?		
3. Is your offer valid for a period of at least 60 days?		
4. Have you submitted Bid Bond in line with terms and conditions of the tender enquiry? Bid Bond # _____ Amount Rs. _____		
5. Do you agree to evaluation of each item separately? (as per terms of tender enquiry)		
6. Do you agree to providing Performance /Warranty Bond Guarantee within 15 days of award of contract?		
7. Do you agree to tender clauses pertaining to Late Delivery Charges?		
8. Do you agree to tender clause pertaining to Force Majeure?		
9. Do you agree to tender clause pertaining to Termination of Contract?		
10. Do you agree to tender clauses regarding payment?		
11. Do you require payment through L/C or against bills as per option given in the tender enquiry? Please specify.	NA	
12. Do you have any reservation to any of terms & conditions stipulated in the tender documents. Please specify if any?		
13. Have you enclosed cost break-up of the quoted prices as required in the tender enquiry?		
The following information must be required to be submitted by the bidder alongwith the bid.		
i). Name of the bidder.		
ii). Type of ownership i.e Proprietor/Partnership/Private Limited Company/Public Limited Company.		
15. Following relevant paper must be provide in respective cases:-		
i). Copy of NIC in case of single proprietor.		
ii). Copy of partnership deed in case of partnership.		
iii). Copy of Article of Association for Private/Public Limited Companies.		
16. Date of establishment of business concern.		
17. GST Number alongwith copy of certificate.		
18. National Tax Number alongwith copy of Certificate.		
19. Valid Professional Tax Clearance Certificate.		

Authorized Signatories of the Bidders

Name: _____

Date: _____

E-mail address:- _____

Company Seal: _____

Place: _____

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



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Appendix- 'I'

AUTHORITY LETTER

M/s. Sui Northern Gas Pipelines Limited,
South Spread Project

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 _____



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[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 process 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 or 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 _____



ANNEXURE-III

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 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



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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**.

iii. Blacklisting and henceforth cross debarred for participation in respective category of public procurement for a period up to **6 months** if bidder/ supplier fails to 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.