

TERMS AND CONDITIONS

1. Bidders are required to submit their firm and irrevocable offer in Pak Rupees against this tender which must be based on provision of repair & maintenance Services conforming to the terms & conditions and Schedule of Requirement.
2. Sui Northern Gas Pipelines Limited reserves the right to reject any or all bids which do not meet the intent of our requirement or where there is evidence of lack of competition or where the lowest bid exceeds the cost estimated by an amount which in the opinion of Sui Northern Gas Pipelines Limited is sufficient to justify such a cause.
3. Your offer must remain valid for a period of **90 days** from the date of opening of bids. Bids received with shorter validity may be considered as non-responsive and may not be considered for evaluation and comparison.
4. SNGPL 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.
5. 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 and services will be entertained.
6. Copies of valid registration certificates of **Social Security & EOBI** are essentially required.

7. BID BOND

- a) Every bidder shall furnish, bid bond **Rs. 21,000/-** in the form of Bank Draft/ Pay Order/ CDR issued in favor of SNGPL. Any bid, which is not accompanied by the requisite bid security will not be read out at the time of tender opening and will be considered as NON RESPONSIVE.
- b) This bid bond will serve as a guarantee in case the bidders subsequently either withdraw, or unilaterally modify, or alter their bid after opening of the bids and / or fail to accept the contract awarded to them. Bid Bond will be retained until the Firm furnish the required Performance Bond equivalent to 10% of total value of contract on award of the contract. SNGPL reserves the right to retain the Bid Bond of the next lowest bidder, until it enters into contract or until 120 days after bid opening, whichever is earlier. **The cost of the above bond shall be borne by the bidder.**
- c) The bid bond may be forfeited if the bidder either withdraws its bid during the period of bid validity specified by the bidder or fails to sign the Contract or refuse to furnish Performance Bond.

8. PERFORMANCE BOND / GUARANTEE

- a) Within 15 days of award of contract, the Service Provider firm shall furnish **“Performance Bond Guarantee”** in the form of Bank Draft / Pay Order / Bank Guarantee for an amount of **10%(percent) of total value of Annual contract**. The proceeds of the Security performance shall be payable to SNGPL as compensation for any loss resulting from the Firm's / Agency's failure to complete its obligations under the contract.
- b) The Firm / Agency will undertake to indemnify SNGPL of all actual losses that it will suffer in respect of loss occasioned or resulting directly from the negligence of its staff. The entire loss will be recovered through performance bond / monthly bills.

- c) The Performance Bond / Guarantee will be discharged by SNGPL within three month after expiry of the contract.
- d) The Performance Bond Guarantee will be discharged after the expiry of services has been delivered indicated in the contract. SNGPL shall promptly notify the Contractor in writing of any claim arising out of performance of the contract. Upon receipt of such notice, the Contractor shall, with all reasonable speed, settle the claims. If the Contractor having been notified, fails to fully settle the claim within a week time, SNGPL may proceed to take such remedial action as may be necessary at the Contractor's risk and expense and without prejudice to any other rights which SNGPL may have against the Contractor under the contract, including partial or complete forfeiture of the Performance Bond Guarantee.
- e) In the event, if services are found not in conformity with criteria provided in this tender enquiry, the Contractor will provide replacement and shall also pay all costs / expenses and damages incurred by SNGPL.
- f) Nothing contained herein shall be construed to limit the Contractor's obligations and liabilities with regard to the performance of the contract.

09. FORCE MAJEURE

- a. "Notwithstanding any provision to the contrary contained for damages or be deemed in default of the provision of the agreement 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. A "Force Majeure" event shall mean any event or circumstance or combination of events or circumstances that is beyond the reasonable control of a party which or effect of which materially and adversely affects the performance of that party or its obligations under or pursuant to this Agreement; provided, however, that such material and adverse effect could not have been prevented or overcome in whole or in part by the affected party through the exercise of diligence and reasonable care. "Force majeure Event" hereunder shall comprise each of the following event or circumstances but only to the extent that each satisfies the above requirements. Force Majeure Event shall include but not limited to:-
 - i. Natural disaster includes but not limited to cyclones, earthquakes, floods etc.
 - ii. Strikes (other than among the "Contractor's" or civil employees) or other industrial disturbances which prevent either of the parties from performance of their obligations under this Agreement".
 - iii. Act of state i.e. Governmental Law and/or regulation; decree, or judgment of court of competent jurisdiction; failure of any governmental entity to act.
 - iv. Act of enemy i.e. act of war, blockade, riots, fire, terrorist activity etc.

If a party wishes to claim relief by reason of force Majeure, it shall within 7 days of its occurrence serve written notice of occurrence of such a Force Majeure on the party through registered post or any other courier service. 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 obligation under the agreement and intimate the other party about this. If the force Majeure event persists for the period of 3 months, the Company shall be entitled to termination of this agreement.

- b. SNGPL is not liable to the “Contractor” for any damage or loss caused by Force Majeure directly or indirectly.
- c. In case of Force Majeure SNGPL for any reason whatsoever will pay no idle time claim.

10. CONFLICT OF INTEREST

- a. Service Provider Agency/Firm warrants that it is not aware of any conflict of interest with respect to the Tender/Contract.
- b. Service Provider Agency/Firm warrants that it does not know or have reasons to believe that any employee of SNGPL or such employee’s dependents have legal or beneficial interest in the business of Service Provider Agency/Firm.
- c. SNGPL agrees that Service Provider Agency/Firm shall be informed of the evidence relied upon by SNGPL in support of the breach of any warranty and shall afford the Service Provider Agency/Firm a reasonable opportunity to explain or to present evidence pertinent to the issue before SNGPL disqualify the Agency/Firm or reject its bid.

11. ARBITRATION

“The Parties shall use their best efforts to amicably settle all the disputes arising out of or in connection with the Agreement or its interpretation. Any difference or dispute arising out of or in connection with the Agreement between the “Company” and the “Contractor” which cannot be amicably resolved shall be referred to Arbitration in Lahore, Pakistan to two Arbitrators, one to be appointed by each party of such dispute. Fee of the Arbitrator appointed by the Company shall be paid by the “Company” and fee of the Arbitrator appointed by the Contractor shall be paid by the “Contractor”. 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 said Arbitrators. The Umpire shall be a retired Judge of a High Court or the Supreme Court of Pakistan. Fee of the Umpire shall be paid half by the Company and half by the Contractor. The Arbitration shall be conducted under the provisions of the Arbitration Act, 1940.

The Agreement shall be governed under the laws of Pakistan and the arbitration language shall be English.

During the course of arbitration, “Contractor” shall not suspend the performance of its responsibilities and obligations under the Agreement unless authorized by the “Company” to do so”.

12. TERMINATION OF CONTRACT

In case a contract is placed on the basis of this tender enquiry, SNGPL may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor’s terminate the Contract in whole or in part.

- 1) If the Contractor fails to provide the services within the time period(s) specified in the Contract, or any extension thereof granted by SNGPL.
- 2) If the Contractor fails to perform any other obligation(s) under the Contract, or
- 3) If the Contractor, in either of the above circumstances, does not cure its failure within a period of 30 days after receipt of the notice from SNGPL.

In the event SNGPL terminate the contract in whole or in part pursuant to this clause, SNGPL may procure, upon such terms and in such manner as it does appropriate, services similar to those undelivered, and the Contractor shall be liable to SNGPL for any excess cost for such contract to the extent not terminated.

Your services are liable to be technically / physically inspected by us and if you fail to provide the services according to our criteria, we reserve the right to terminate the Contract.

In case of award of Contract, you will be required to execute the services strictly in accordance with the terms and conditions of the Contract. In case any of the terms and conditions of the Contract is violated we will have the right to cancel the Contract or part thereof as necessary.

13. Blacklisting

In case of any consistent breaches of contract, violation of law, or fraudulent or corrupt practices by the Contractor, the Company shall be entitled to blacklist the Contractor, temporarily or permanently in accordance with law and the Company procedure and mechanism.

14. PAYMENT

- a) The Company will make payment of bills within 30 days upon receipts from janitorial firm through Crossed Cheque.
- b) Bills in duplicate duly verified by nominated executive should be submitted on **1st of the subsequent month**. Any delay in submitting the bill will result in corresponding delay in payment for which contractor will be responsible.
- c) Except as otherwise expressly provided in the Contract all “Taxes” including but not limited to , income tax, stamp duty, toll taxes etc. imposed upon the Contractor, its assignee or any of their employees in connection with the Contract by Federal or Provincial Government shall be on account of the Service Provider Agency. Firm / Agency shall indemnify Company against any liability in respect of such taxes.
- d) All direct taxes, levies, charges, dues or contributions payable to Government, local Authority or any Corporation etc. shall be paid by the “Contractor”, being his sole liability.
- e) General Sales Tax will be applicable as per law.

- 15.** The successful contractor, on whom contract will be placed, shall be bound to provide the services strictly in accordance with the terms and conditions of the contract. The contractor who, in the sole opinion of the Company (SNGPL) committed default is performing part of his obligations under the contract awarded to him by the Company, in addition to other penalties likely to be imposed against him in terms thereof, shall also disentitle him to participate in the tender enquiry of similar services issued by the Company for at least three years from the determination of such default by the Company on the part of the Contractor.

16. Period of the contract shall be initially for One Years, which may be extended for a further period of one year or part thereof on existing terms and conditions/rates as per mutual agreement of both parties.
17. In case of Contract, the Contractor shall be solely responsible for payment of Social Security & EOBI etc for the workers engaged against the contract. However, the Company may ask the Contractor to provide copies of duly paid Challans of Social Security & EOBI for Workers engaged against the Contract.
18. Collection, storage and disposal of hazardous and non-hazardous waste at proper place as per procedure.
19. The contractor shall depute/provide trained, medically fit technicians and should have National Identity Card.
20. The workers including supervisors must wear proper & clean uniform with shoes during the working hours/time.
21. The contractor shall arrange training of the workers.
22. The contractor shall provide High Quality technicians as per requirement of the Company.
23. It is contractor's responsibility to take measures as per general procedure of HSE in view of the Environmental Health safety laws and regulations, which is available at www.sngpl.com.pk
24. To ensure that contractor obtains 3rd party insurance to cover such incidents.
25. The contractor will obtain third party insurance cover for its manpower against work related accidents involving injuries / fatalities.
26. The contractor will provide protective gear to its workers to avoid accident resulting in injuries / fatalities.
27. The contractor will not with hold any part of salary, benefits property or documents of his personal in order to force such personal to continue and he will not engage in or support human trafficking.

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

- | | | |
|----|---|---|
| a. | In case of major injury (Injury leading to Temporary Disablement) | Payment of ½ of the monthly wages till the recovery of temporary disablement or for a maximum period of one year, whichever is less.
Payment of 1/3 of the monthly wages till the recovery of chronic ill health / disease or for a maximum period of 5 years, whichever is less |
| b. | In case of Disability (Permanent) | Rs.400,000/- |
| c. | Fatality | Rs.400,000/- |

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

- | | | |
|----|---------------------------|--|
| e. | 1 st Violation | Warning Letter |
| f. | 2 nd Violation | Deduction of Rs.5000/- |
| g. | 3 rd Violation | Deduction of Rs.20,000/- |
| h. | 4 th Violation | Blacklisting as per procedure mentioned in clause No.13. |

CONTRACTOR
Signature / Stamp
Designation

EXECUTIVE OFFICER ADMIN (PSR)