

GENERAL TERMS

1. LANGUAGE

The ruling language of this tender is English.

2. PRICES

- 2.1 Bidders are required to submit their firm and irrevocable offer in Pak Rupees, which must be based on free delivery at our specified stores /location.
- 2.2 Prices should be quoted on Price Terms Sheet on Appendix “D”. Bid for lesser quantities than specified in the tender shall not be accepted.

3. STANDARDS

- 3.1 Where National/International standards are specified, material meeting other authoritative standards which ensure an equal or higher quality than the standards mentioned will also be acceptable.
- 3.2 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.
- 3.3 In each case where reference is made to any specific National/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 may not be considered.
- 3.4 In case the bidder is not able to fully comply with the technical specifications of tender enquiry, he must indicate his reservations in the offer and 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.

4. CLARIFICATION OF BID

- 4.1 Quotations 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.
- 4.2 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.

- 4.3 It is the intention of Sui Northern Gas Pipelines Limited, to deal directly with manufacturers of the items required.
- 4.4 All deviations from or exceptions to, or qualifications of specifications shall be clearly stated separately in the proposals.
- 4.5 The manufacturers should offer only one product against each item, in conformity with the specifications stipulated in the tender documents.

5. REJECTION OF BIDS.

- 5.1 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 estimated by an amount which in the opinion of Sui Northern Gas Pipelines Limited is sufficient to justify such a cause.
- 5.2 The Company does not bind itself to accept the lowest or any particular bid or any part of a bid, nor will be responsible to pay the expenses or losses which may be incurred by any tenderer/ bidder in the preparation of his bid.

6. EVALUATION OF BIDS

- 6.1 For the purposes of determining the lowest evaluated bid, facts other than price such as guaranteed delivery period, reliability and efficiency of material, availability of service and spare parts and creditability of bidders will be taken into consideration.
- 6.2 Every bidder is required to submit only one proposal / option against 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 one bid bond will lead to disqualification / rejection of the whole bid. No further chance / clarification to withdraw additional offer / option will be provided.
- 6.3 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 responsive bid winning / securing orderable quantities.

7. CANVASSING

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

8. AWARD OF CONTRACT

It is the intention to award a contract to the bidder whose bid has been determined to be the lowest evaluated technically acceptable bid and who meets the approximate standard of capability and financial responsibility subject to our reservation as mentioned at clause 6 above.

9. VALIDITY OF BIDS

- 9.1 Your offer must remain valid for a period of **60 days** from closing date of the tender. Bids received with shorter validity may be considered non-responsive.
- 9.2 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.

10. BID SECURITY

- 10.1 Every bidder shall furnish as part of its bid, bid security (in original), in the amount as mentioned in **SOR** (schedule of Requirement) 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 'E') valid for **30 days** beyond the validity of bid/ quotation from the date of bid opening or extended validity of bid. This will serve as a guarantee of acceptance of purchase order in case his bid turns out to be the lowest evaluated bid.
- 10.2 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 along with bid security in the amount of less than required amount shall be treated as non-responsive.
- 10.3 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 SNGPL enters into an Agreement or until 90 days after bid opening date, whichever is later.
- 10.4 The cost of the above bonds shall be borne by the Bidder.
- 10.5 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.

11. PERFORMANCE/WARRANTY BOND GUARANTEE

- 11.1.1 PERFORMANCE SECURITY: (as per draft Appendix- 'F'). **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) not 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 11.2 given below: -

- 11.1.2 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.
- 11.1.3 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 11.1.2. 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.

11.2 WARRANTY

- 11.2.1 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.

11.2.2 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.

11.2.3 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.

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

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

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

11.2.7 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.

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

12.1 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.

- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5

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).

13. FORCE MAJEURE

- 13.1 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, fire occurring in the supplier's establishment, political disturbances, mobilization, wars, unprecedented flood, storms hurricanes or other acts of God.
- 13.2 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.

14. TERMINATION OF CONTRACT

- 14.1 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/order, or any extension thereof granted by Sui Northern.
 - b. If the supplier fails to perform any other obligation(s) under contract/order or
 - c. If the supplier, in either of the above circumstance, does not cure its failure within a period of **30 days** after receipt of the default notice from Sui Northern.
- 15. In the event, Sui Northern terminates the contract in whole or in part pursuant to para 14 Sui Northern may procure, upon such terms and in such manner as it deems 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.
- 16. 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.
- 17. Complete technical literature/relevant brochure of the goods offered should be accompanied with the offer, failing which the bid is liable to rejection. Technical catalogue/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.
- 18. In case the supplier fails to supply the goods within stipulated period and seeks extension from the Company and that in the event of extension granted by the Company in completion of the supply of goods, in case the existing tax 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 custom, excise or taxes.
- 19. 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.
- 20. 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 order are violated we will have the right to cancel the Purchase Order or part thereof as necessary.

21. POST QUALIFICATION

- 21.1 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 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 manufacture or otherwise produce, the bidder has been duly authorized by the goods manufacture or produce to supply the goods in the purchaser's country.
- 21.2 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.
- 21.3 The bidder will provide the names and addresses with names of contacts including Email Addresses telex/telefax numbers of the Companies to whom the tendered product has been sold in size- able 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 bid, and the bidders are not encouraged to submit any of this information subsequently after public opening of the bids.
- The bidder shall provide documentary evidence of their having been in the line of manufacturing the offered items for the past five (5) years.
- 21.4 However, bidders quoting an item or material of a manufacturer, which has been successfully supplied during last 05 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 exempt from clause 21.3. A proof of 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 21.3.
- 22 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.
- 23 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 that bidder's capabilities to perform satisfactorily.
- 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 source at your risk and cost and difference if any will be recovered from you.
25. **PAYMENT**
- 25.1 Payment of your bills will be made by our Accounts Department within 30 days' time after satisfactory completions of the delivery and submission of Bills as given in the purchase order.

- 25.2 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.

OR

- 25.3 Payment will be made against inland L/C on 30 days deferred payment basis. In such an event, bank charges pertaining to the L/C will be borne by seller/supplier/beneficiary.
- 25.4 Government taxes as per prevailing rules will be deducted from supplier bills, as required vide Gazette Notification No.15 INCOME TAX) deduction of Tax at source. If you are exempted from deduction of advance tax, you may state so and enclose a photocopy of any such Valid Tax Exemption Certificate.
- 25.5 In case the local suppliers desire payment through inland Letter of Credit they should so state in their respective bid. In that case, all bank charges relating thereto would be borne by the suppliers.
- 25.6 In case a supplier who can deliver material 30 days before scheduled delivery, will be paid within 15 days (instead of 30 days as per order). If delivery is made 60 days before schedule, payment will be made within 07 days (instead of 30 days).
- 25.7 SNGPL as withholding agent, as per Sales Tax Special Procedure (withholding) Rules 2007, shall deduct the amount of sales tax shown in the sales tax invoice issued by the supplier and make payment of the balance amount as per prevailing rules/ laws.

26. **DEVIATION IN PAYMENT SCHEDULE**

The general conditions of contract indicate the payment schedule offered by the purchaser, if a bid deviates from the 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 his 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 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.

27. **ARBITRATION/RESOLUTION OF DISPUTES**

- 27.1 Any difference of dispute arising out of or in connection with the contract between the Purchaser and the Supplier 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 difference/dispute. In case of the judgment of the said Arbitrator 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 together proceed to adjudicate the dispute in accordance with the Arbitration Act, 1940, as amended from time to time.

- 27.2 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.
- 27.3 The agreement shall be governed by Pakistan Law and the arbitration language shall be English.
- 27.4 During the course of arbitration, the supplier shall not suspend the performance of his responsibilities and obligations under the Contract unless authorized by the purchaser in writing to do so.
28. The supplier or 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 goods issued by the Company for at least one year from the determination of such default by the Company on the part of the Supplier or Contractor.

29. INTEGRITY PACT

The bidders are required to read the text of Integrity Pact attached with tender documents (Appendix-H) and confirm their concurrence of execution of the same in case order having value Rs. 10 Million or above is placed on them. This mandatory requirement under PPRA Rules 2004.

In case of placement of Purchase order having value Rs.10 Million or above, the bidders are required to sign Integrity Pact as per specimen attached. Payment to the suppliers will be released only after signing the said integrity pact.

30. Every bidder is required to attach receipt of cost of tender documents with his offer.
31. In case of any Pre-bid query, the Clarification should be sought 07 days prior to the tender opening date.