

GENERAL TERMS

1. LANGUAGE

The ruling language of this tender is English

2. STANDARD

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

3. CLARIFICATION OF BID

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

4. REJECTION OF BIDS

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

5. CANVASSING

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

6. AWARD OF CONTRACT

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

7. VALIDITY OF BIDS

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

8. BID SECURITY

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

9. PERFORMANCE/WARRANTY BOND GUARANTEE

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

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

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

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

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

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

9.2 WARRANTY

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

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

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

- 9.2.3 In case any material has been wrongly / short supplied, found being not in conformity with the specifications provided in the tender enquiry / purchase order, either on account of inferior quality, defective workmanship, faulty design, faulty packing or short received, the supplier apart from the short supplies, faulty or defective material, will undertake to replace the item(s) free of charge and shall also pay all cost/expenses and damages incurred by SNGPL due to breach of warranty including extra duties and taxes paid by SNGPL on account of payment of such duties/taxes for the second/or more time of free placement(s). Full cost of replacement shall mean the cost of locating the failure cutting out, removal of faulty material, supply and insertion of new material, coating & wrapping, hydrostatic test, back filling and commissioning etc. whichever is applicable to such an eventuality.
- 9.2.4 The defective item(s) will be handed over by SNGPL to the supplier's authorized representative at our site/location.
- 9.2.5 Supplier's total liability in this respect shall not be limited to the extent of the Performance/Warranty Bond Guarantee.
- 9.2.6 Nothing contained herein shall be construed to limit the supplier's obligations and liabilities with regard to the performance of the contract /purchase order.
- 9.2.7 The Performance/Warranty Bond Guarantee will be discharged by the Purchaser as soon as possible following the date of completion of the supplier's Performance obligations, including any warranty obligations under the contract

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

- 10.1 Time shall be essence of the contract/purchase order and it will include a clause on Late Delivery Charges. This interalia will state that if the materials, as given in the order have not been delivered on time and as per stipulations in the contract except on account of Force Majeure, Sui Northern Gas Pipelines Limited (SNGPL) shall be entitled to recover 1% of the total value (excluding sales tax) of the delayed part of material for each week of delay, by way of Late Delivery Charges subject to a maximum of 10% of the total value (excluding sales tax) of the delayed part of the material. The period for calculation of Late Delivery Charges shall be reckoned in number of days for which the material was delayed.
- 10.2 All the supplies after expiry of scheduled delivery period will be subject to clause mentioned above and does not require any additional noting / marking / comments on delivery challans etc. at the time of receipt of delayed supplies.

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

11. FORCE MAJEURE

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

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

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

12. POST-QUALIFICATION

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

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

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

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

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

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

13. TERMINATION OF CONTRACT

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

- a) If the supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract/Purchase Order , or any extension thereof granted by Sui Northern.
- b) If the supplier fails to perform any other obligation(s) under the Contract/Purchase Order, or
- c) If the supplier, in either of the above circumstances, does not cure its failure within a period of 30 days after receipt of the default notice from Sui Northern.

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

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

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

17. In case the supplier fails to supply the goods within stipulated period and seeks extension from the Company in completion of the supply of goods, in case the existing taxes including excise duty is either increased or new tax is imposed by the government during the extended period/delayed delivery by the bidder; payment thereof will be the sole liability of the seller and the Company shall not be liable to pay any such amount to the supplier/seller on account of imposition of new duty custom, excise or tax or increase in existing rate of duty, excise or tax.
18. While tendering your quotation, the present trend in the rate of material/goods in the market should be kept in mind. No request for increase in price due to market fluctuations in the cost of material/goods will be entertained.
19. In case of an order on you, you will be required to execute the order strictly in accordance with the terms and conditions of the order. In case any of the terms and conditions of the purchase order are violated we will have the right to cancel the Purchase Order or part thereof as necessary.

20. PAYMENTS

- a) Payment of your bills will be made by our Accounts Department within 30-days after satisfactory completion of each delivery as given in the purchase order and after receipt of your bills in duplicate supported with receipted copies of Delivery Challan and copy of inspection reports.
- b) Supplier's bill in duplicate accompanied by a receipted copy of Delivery Challan should be submitted within 30 days of the date of delivery of the material. Any delay in submitting the bills will result in corresponding delay in payment.
- c) Government Tax as per prevailing rules will be deducted from supplier bills, as required vide Gazette Notification No.15(INCOME TAX) deduction of advance tax at source. If you are exempted from deduction of advance tax, you may state so and enclose a photo-state copy of any such valid Exemption Certificate.
- d) In case the local supplier desire payment through inland letter of credit they should so state in their respective bid in that case, all bank charges relating thereto will be borne by the suppliers.
- e) Invoices with all relevant documents should be submitted within 15 days from the delivery of goods.

21. DEVIATION IN PAYMENT SCHEDULE

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

22. ARBITRATION / RESOLUTION OF DISPUTES

- 22.1 Any difference or dispute arising out of or in connection with the contract between the Purchaser and Supplier which cannot be amicably resolved shall be referred to Arbitration in Lahore, Pakistan, to two Arbitrators, one to be appointed by each party for such difference/dispute. In case of the judgment of the said Arbitrators being at variance, the matter shall be referred to an “Umpire”, who shall be appointed by both the said Arbitrators. The Umpire shall be retired judge of a High Court or the Supreme Court of Pakistan. Such Arbitrators and Umpire shall proceed to adjudicate the dispute in accordance with the Arbitration Act, 1940 as amended from time to time.
- 22.2 Prior to the exercising of any right by the purchaser or supplier to terminate the contract under the conditions stipulated above, a written notice shall be required to be given to the other party specifying such default(s) and calling for submission of an explanation within seven (7) days of receipt of such notice. If such explanation is not furnished within the stipulated time or if so furnished, is found to be unsatisfactory, and the default(s) continues, the contract be terminated with notice to the other party before outerring upon the reference.
- 22.3 The agreement shall be governed by Pakistan Law and the arbitration language shall be English.
- 22.4 During the course of arbitration, the supplier shall not suspend the performance of his responsibilities and obligation under the Contract unless authorized by the purchaser in writing to do so.

23. The successful supplier/manufacturer on whom purchase order / contract will be placed, shall be bound to supply the material strictly in accordance with the specifications/terms and conditions of the purchase order. In case of failure to comply with any of the terms and conditions and specifications of the purchase order SNGPL reserves the right to stop future business dealing with them and de-list their name from the list of Company’s approved suppliers, in addition to levy of other penalties as per terms of contract.

24. In case of purchase order on you and subject to above, if the purchase order on you or part thereof is cancelled, we shall have the right to make purchase from other sources at your risk and cost and difference in cost will be recovered from you.

25. INTEGRITY PACT:

The bidders are required to carefully read the text of integrity pact attached with the tender documents (Appendix-I) for tenders having value exceeding 10 million and confirm their concurrence of execution of the same in case purchase order is placed on them. This is a mandatory requirement under public procurement rules 2004.

26. The successful suppliers/manufacturers on whom purchase order(s)/Contract(s) will be placed, shall also provide following certificate alongwith their bid :-

“In accordance with clause category No.5 (i , ii, iii) of Schedule of Punjab Finance Act 1977 amended in 1999 -2000, the Contractors, Suppliers and Services rendering persons / firms are required to deposit ‘Professional Tax’ and have to produce clearance certificate on of ‘Professional Tax’ on annual basis”.

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(ON BOND PAPER OF RS.100/-)

FORM OF BID BOND

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

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

by these present that

We _____

having our registered office at _____

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

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

THE CONDITIONS of this obligation are.

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

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

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

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

SIGNATURE OF THE BANK

NAME OF WITNESS _____

ADDRESS OF WITNESS _____

APPENDIX 'G'
Tender Enquiry No. LE / / .
(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).

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

Performance Warranty Bond Guarantee
No. _____

Date: _____

Amount: _____

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

Dear Sirs,

PERFORMANCE WARRANTY/BOND GUARANTEE

As per request of M/s. _____

We hereby issue our letter of Guarantee No. _____

in your favour on account M/s. _____

for a sum not exceeding Rs. _____

(Rupees _____ being 10% of the total value of
the total value of your order No. _____ dated _____ (excluding Sales
Tax) as a Performance Warranty/Bond Guarantee as per requirement and specifications
mentioned in the order under the following terms and conditions:-

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

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

NAME OF BANK

Sd/-
OFFICER (SEAL) MANAGER

QUESTIONNAIRE/COMMERCIAL TERM SHEET

	Yes	No
1. Is your offer firm and irrevocable as per terms and condition of tender enquiry ?		
2. Do you agree to the delivery schedule specified in the tender enquiry?		
3. Is your offer valid for a period of at least 90 days?		
4. Have you submitted Bid Bond in line with terms and conditions of the tender enquiry ?		
5. Do you agree to evaluation of each item separately? (Applicable in case of more than one items)		
6. Do you agree to providing Performance /Warranty Bond Guarantee within 30 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.		
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?		
14. Do you agree to execute Integrity Pact in compliance with PPRA Rules, 2004 (Appendix-I)?		
The following information must be required to be submitted by the bidders 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: _____

Company Seal: _____

Place: _____

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

INTEGRITY PACT

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

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

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

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

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

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

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

[Buyer]

[Seller/Supplier]

AUTHORITY LETTER

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

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

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

SIGNATURE_____

STAMP_____

Rs.100/-
(Non Judicial Stamp Paper)

CERTIFICATE OF FULL DISCLOSURE AND NON-COLLUSION

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

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

(DEPONENT)

Verification:

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

(DEPONENT)

Dated: the _____

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

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

Proceedings for Blacklisting :-

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

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

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

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

Findings & Decisions:

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

Appeal:-

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