

Standard Bidding Document

LED/057/26 License renewal and SLA for Application load balancer (Non-Consultancy Services)

National

Single Stage-One Envelope

CORRIGENDUM # 1	CORR-P105352-001
Initiation Date	September 04, 2026



September 04, 2026

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PROCUREMENT NOTICE

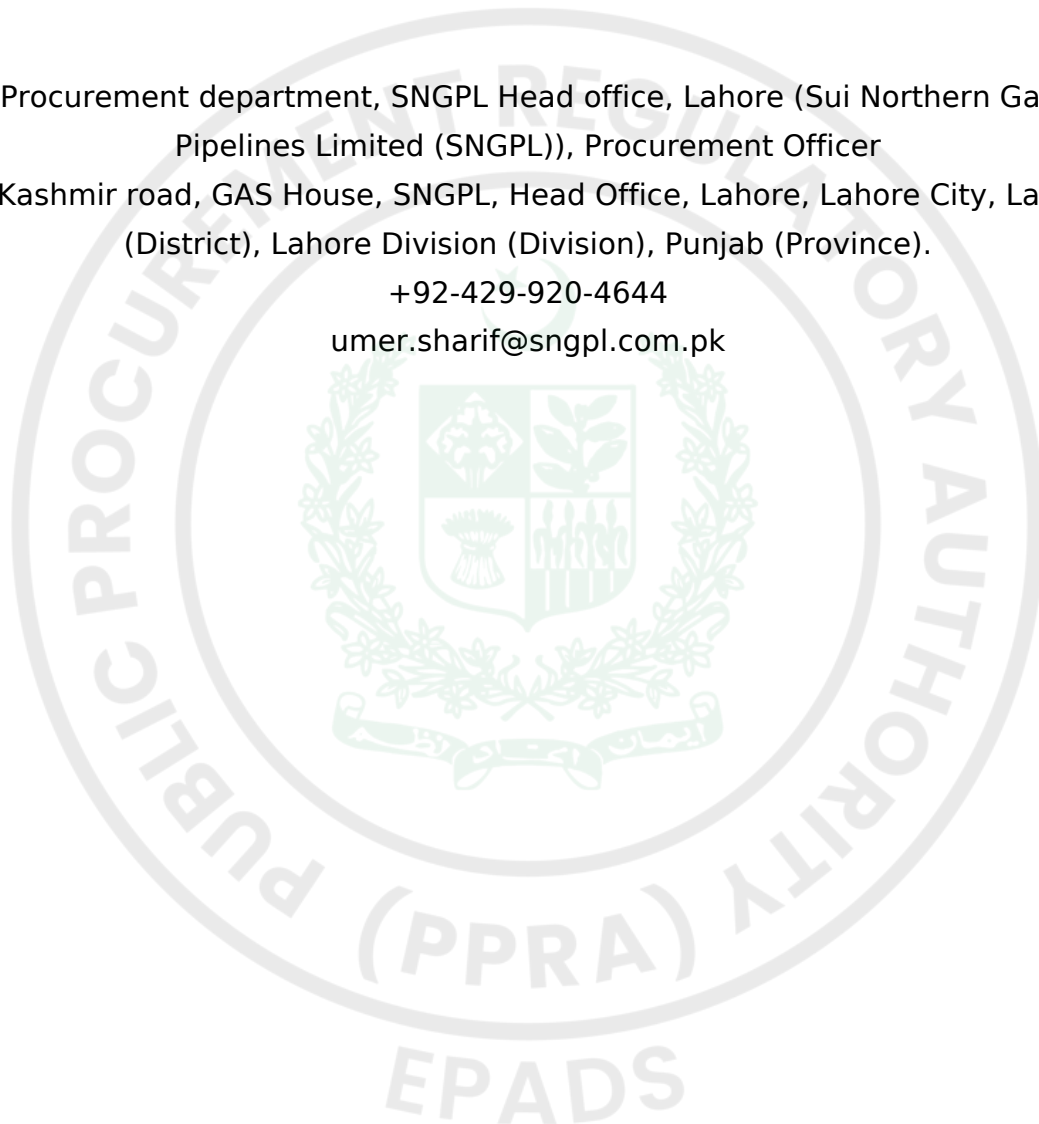
PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **Procurement department, SNGPL Head office, Lahore (Sui Northern Gas Pipelines Limited (SNGPL))** has reserved Funds for the procurement planned for FY **2026-27**. The **Procurement department, SNGPL Head office, Lahore (Sui Northern Gas Pipelines Limited (SNGPL))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the **"LED/057/26 License renewal and SLA for Application load balancer"** with the reference of **"P105352"**
2. The **Procurement department, SNGPL Head office, Lahore (Sui Northern Gas Pipelines Limited (SNGPL))** invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-Consultancy Services.
3. **Single Stage-One Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, and Instructions issued by the Authority (from time to time).
4. All Bids must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft** or Bid Securing Declaration on the prescribed format described.
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **<https://epads.gov.pk/opportunities/federal/procurements/105352>**.
6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Monday, September 14, 2026 02:30 PM**. E-bids will be opened on the same day at **Monday, September 14, 2026 03:00 PM**. Manual submission of Bids shall

not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0**, may register themselves on <https://vendors.epads.gov.pk/>. A tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>

7. In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at (www.ppra.org.pk).

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Instructions to Bidders

A. Introduction

1. Scope of Bids

1.1. The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids through **EPADS v2.0** for the provision of Non-Consultancy Services for as specified in the BDS and in **Section Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. **Single Stage-One Envelope** procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the **BDS**.

2. Source of Funds

2.1. Source of funds is referred in Clause-1 of Invitation for Bids.

3. Fraudulent & Corrupt Practices

3.1. As defined under Rule 2(1)(f) of the Public Procurement Rules, 2004.

4. Eligible Bidders

4.1. A bidder is eligible to participate in a procurement process if the bidder:

4.1.1. possesses or has access to the technical competence, financial resources, equipment and other physical facilities, personnel, managerial capability, experience and reputation necessary to complete the procurement contract;

4.1.2. has the legal capacity to enter into a procurement contract;

4.1.3. is not insolvent, in receivership, bankrupt or being wound up and its activities or affairs are not suspended or being administered under any Act, by a court or by a judicial officer;

4.1.4. is not the subject of legal proceedings for any of the matters mentioned in sub-rule (c);

4.1.5. has fulfilled or has made substantial arrangements satisfactory to the relevant authorities, to fulfil its obligations to pay taxes and social security (where applicable) other contributions of its employees; and

4.1.6. has not, or in the case of a company, its owners and beneficial owners, directors or officers have not, been convicted of a criminal offence related to:

4.1.6.1. its professional conduct; or

4.1.6.2. a bidder (or, in the case of a company, its key individuals such as owners, beneficial owners, directors, or officers) must not have engaged in any prohibited practice, such as fraud, corruption, collusion, or coercion, within the time period stated in the bidding documents, which can be up to three years before the start of the procurement process. Additionally, the bidder must not have been debarred (i.e., banned) from participating in public procurement processes in Pakistan or by any international organization or country. If they have, they are ineligible to participate in the current bidding.

4.2. The procuring agency may require a bidder participating in the procurement process to provide the prescribed documentary evidence or other information to satisfy itself that the bidder is qualified in accordance with the criteria in sub-clause (1).

4.3. A procuring agency shall set out in the bidding document all the criteria for qualification to be applied in accordance with sub-clause (1).

4.4. Except as permitted under the Ordinance, Rules and Regulations, the procuring agency shall not establish a criterion for eligibility of a bidder that:

4.4.1. discriminates against or among a bidder or against categories of bidders; or

4.4.2. is not required for the performance of the procurement contract; or

4.4.3. is not related to the avoidance or management of legal, reputational or economic risk to the procuring agency unless it is in the national interest to do so, and the criteria is set out in the bidding documents.

4.5. A procuring agency shall assess the eligibility of a bidder for participation in the procurement process against the criteria for qualification under sub-clause (1).

4.6. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the contract in accordance with the terms and conditions of the contract. The joint venture, consortium, or association shall nominate a lead member as nominated in the BDS,

4.7. who shall have the Authority to conduct all business for and on behalf of any and all the members of Joint venture, consortium, or association during the bidding process, and in case of award of contract, during the execution of the contract.

4.8. The appointment of the lead Member in the joint venture, consortium, or association shall be confirmed by submission of valid power of Attorney to the procuring agency.

4.9. Subject to the limits specified in the BDS, the procuring agency may allow bidders to participate in the form of a Joint Venture (JV). However, each party in the JV must individually meet the eligibility criteria specified in the BDS

4.10. No Bidder can be a sub-contractor while submitting a Bids individually or as a member of a joint venture in the same Bidding process.

5. Qualification of the Bidder

5.1. All Bidders shall provide in Section VI, Bid Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

B. Bidding Documents

6. Contents of Standard Bidding Document

6.1. The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued by the Procuring Agency include:

Section I -Invitation to Bid

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV Eligible Countries

Section V Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.

Section VI Bidding Forms

Section VII Fraudulent & Corrupt Practices

Section VIII - Material & Non-material deviation

Section IX General Conditions of Contract (GCC)

Section X Special Conditions of Contract (SCC)

Section XI Contract Forms

6.2. The Bidder is expected to examine all instructions, requirements, forms, terms and specifications in the bidding documents. Failure to furnish all the information required in the bidding document will be at the Service provider's risk and may result in the rejection of his bids.

7. Clarifications

7.1. Clarifications of the bidding documents may be requested in writing through EPADS v2.0 by any bidder up to three days prior to the deadline for the submission of bids.

The procuring agency shall respond promptly and in writing to any request by a bidder for clarification of the bidding documents and, in any event, no later than two days prior to the deadline for the submission of bids or proposals.

Responses to requests for clarification shall be communicated simultaneously and in writing to all bidders participating in the procurement proceedings.

No bidder shall be allowed to alter or modify his bid after the bids have been opened however, the procuring agency may seek and accept clarification to the bid that do not change the substance of the bid, through EPADS v2.0.

7.2. Procuring Agency's response will be uploaded on the EPADS v2.0, including a description of the inquiry.

7.3. Should the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure under **ITB 1.1.**

7.4. If indicated **in the BDS**, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned **in the BDS**. During this pre-bid meeting, prospective bidder(s) may request clarification(s) regarding the schedule of requirements, the Evaluation Criteria or any other aspects of the bidding document.

7.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS v2.0. Any modification to the bidding document that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum.

7.6. To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its bid including breakdown of prices, through EPADS v2.0. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered.

No change in the prices or substance of the bid shall be sought, offered, or permitted.

The alteration or modification in the bid which in any way affect the following parameters will be considered as a change in the substance of a

bid:

- 7.6.1. evaluation & qualification criteria;
- 7.6.2. required scope of work or specifications;
- 7.6.3. all securities requirements;
- 7.6.4. tax requirements;
- 7.6.5. terms and conditions of bidding documents; and
- 7.6.6. change in the ranking of the bidders.

From the time of bid(s) opening to the time of contract award, if any bidder wishes to contact the procuring agency on any matter related to the bid, it should do so in writing or through electronic form that provides record of the content of communication.

8. Amendment of Bidding documents

8.1. Before the deadline for submission of bids, the procuring agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addendum.

8.2. Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document and shall be uploaded on EPADS v2.0 as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the **BDS**:

Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.

8.3. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of bids:

Provided that the Procuring Agency shall extend the deadline for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

C. Preparation of Bids

9. Documents Constituting the Bids

9.1. The bids prepared by the bidders shall constitute the following components: -

9.1.1. Forms of bid and Bid Prices completed in accordance with ITB BDS, GCC and SCC;

9.1.2. Documentary evidence established in accordance with BDS that services to be provided by the bidder are eligible services, and conform to the bidding documents;

9.1.3. Documentary evidence established in accordance with BDS that the bidder is eligible and/or qualified for the subject bidding process;

9.1.4. Documentary evidence established, that the bidder has been authorized to provide the services;

9.1.5. Bid security or Bids Securing Declaration furnished in accordance with BDS; and

9.1.6. Any other document required in the BDS.

10. Documents Establishing Eligibility of the Services and Conformity to bidding documents

10.1. To establish the conformity of the Non-Consulting Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.

10.2. Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive.

11. Documents Establishing Eligibility and Qualification of the Bidder

11.1. Pursuant to BDS, the bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

11.2. The documentary evidence of the bidder's eligibility to bids shall establish to the satisfaction of the procuring agency that the bidder, at the time of submission of its bid, is from an eligible country as defined in Section-IV titled as "Eligible Countries".

11.3. The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the satisfaction of procuring agency that:

11.3.1. the bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.

11.3.2. that the bidder meets the qualification criteria listed in the Bids Data Sheet.

12. Form of Bid

12.1. The bidder shall fill the Form of Bid furnished in the bidding documents. The Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.

13. Bids Prices

13.1. The Bids Prices quoted by the bidder in the Forms of Bid and in the price schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.

13.2. All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed to be included in the prices of other items.

13.3. The Bid price to be quoted in the Forms of Bid shall be the total price of the bid, excluding any discounts offered.

13.4. The bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.

13.5. Prices quoted by the bidder shall be fixed during the currency of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, unless otherwise price adjustment is permissible under Conditions of the Contract. (May be reviewed)

14. Price Adjustment

14.1. Price adjustment shall not be applicable.

14.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services on annual basis as per agreement.

14.3. Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the applicability in that case.

15. Bids Currencies

15.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS.

16. Bid Validity Period

16.1. Bid(s) shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

17. Bid Security or Bid Securing Declaration

17.1. Unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, in the amount and currency specified in the BDS or Bid Securing Declaration on the format provided in Section VI (Bid Forms) The scanned copy of the Bids Security shall be uploaded in the EPADS v2.0 while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.

17.2. The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture.

17.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in BDS, GCC and SCC are invoked.

17.4. Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible after the award of contract, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, whichever of the following that occurs earliest:

17.4.1. the expiry of the Bid Security;

17.4.2. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the bidding document;

17.4.3. the rejection by the Procuring Agency of all Bids;

17.4.4. the withdrawal of the Bid prior to the deadline for the submission of bids, unless the bidding document stipulate that no such withdrawal is permitted.

17.5. The Bid Security may be forfeited or the Bid Securing Declaration executed:

17.5.1. if a bidder:

17.5.1.1. withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the bidder in the Forms of Bid, except as provided for in the ITBs; or

17.5.1.2. does not accept the correction of errors, or

17.5.2. in the case of a successful bidder fails:

17.5.2.1. **to sign the contract in accordance with SCC; or**

17.5.2.2. **to furnish Performance Guarantee in accordance with BDS and SCC.**

17.6. The bid security shall be valid for a period specified in BDS. Bids with shorter bid security validity period shall be rejected straight away.

18. Alternative Bids by Bidders

18.1. Alternatives will not be considered, unless specifically allowed for in the BDS.

18.2. When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different time schedules will be described in Evaluation and Qualification Criteria.

19. Withdrawal, Substitution, and Modification of Bids

19.1. Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.

20. Format and Signing of Bids

20.1. The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through

EPADS v2.0.

20.2. Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person(s) signing the forms of bid.

D. Submission of Bids

21. Submission of Bids through EPADS v2.0 before Dead deadline

21.1. The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS v2.0, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

21.2. The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents. In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

22. Opening & Evaluation of Bids by the Procurement Cell/Evaluation Committee

22.1. The Procuring Agencies to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements. As per Rules 29 & 30 of Public Procurement Rules, 2004, The Procuring Agency is required to establish a Procurement Cell/Evaluation Committee which shall Evaluate the Bids in accordance with the evaluation criteria, terms and conditions given in the bidding documents.

23. Opening of Bids

23.1. The Bid Evaluation Committee of the Procuring Agency will open all bids through EPADS, in the presence of bidders' or their representatives who

choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign attendance sheet as proof of their attendance.

23.2. The bids shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (c) the presence of a bid security, if required; and (d) any other details as the procuring agency may consider appropriate.

23.3. No bid will be rejected at the time of bid opening except for bids whose bid security has not been provided to the procuring agency before submission deadline.

23.4. The procuring agency shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and the bid price, if applicable.

24. Confidentiality

24.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other person(s) not officially concerned with such process, until the time of the announcement of the respective evaluation report.

24.2. Any effort by a bidder to influence the procuring agency processing of bids or award decision may result in the rejection of his bid.

25. Preliminary Examination of Bids

25.1. Prior to the detailed evaluation of bids, the procuring agency will determine whether each bid:

25.1.1. meets the eligibility criteria defined in **BDS**;

25.1.2. has been prepared as per the format and contents defined by the procuring agency in the bidding document;

25.1.3. is accompanied by the required securities; and

25.1.4. is substantially responsive to the requirements of the bidding document.

25.2. The procuring agency will confirm that the documents and information specified under **BDS, GCC and SCC** have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bids shall be rejected.

25.3. If a bid is not substantially responsive, it will be rejected by the procuring agency and may not subsequently be evaluated for complete technical responsiveness.

26. Examination of Terms and Conditions, Technical Evaluation

26.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **BDS**, to confirm that all requirements specified in **Evaluation Criteria, Technical Specifications and Schedule of Requirements**, prescribed in the bidding document have been met without material deviation or reservation.

26.2. If after the examination of the terms and conditions and the technical evaluation, the procuring agency determines that the bid is not substantially responsive in accordance with **BDS**, it shall reject the bids.

27. Correction of Errors

27.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

27.1.1. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the procuring agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

27.1.2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

27.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

27.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Forms of bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

27.2. The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed.

28. Conversion to Single Currency

28.1. As per Rule 30 of Public Procurement Rules, 2004.

29. Evaluation of Bids

29.1. The procuring agency shall evaluate bids in accordance with Rule 30 of Public Procurement Rules, 2004 and compare only those bids determined to be substantially responsive.

29.2. In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the evaluation criteria and methodologies specified in the Bid Data Sheet (BDS) and in accordance with the Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.

29.3. In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS. However, in no case the rates shall be higher than the original financial bids.

29.4. The Procuring agency evaluation of a bid will take into account:

29.4.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

29.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 6**;

29.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 7**;

29.6. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

29.7. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a successful bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

30. Determination of Most Advantageous Bids

30.1. Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the **BDS** or prescribed in the separate section titled as Evaluation Criteria.

31. Abnormally Low Financial Bids

31.1. Procuring agency may reject a bid if it has determined that the price, in combination with other constituent elements of the bid, is abnormally low in relation to the subject matter of the procurement, such that it raises material concerns on the part of the procuring agency, as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price.

A procuring agency shall not reject a bid as abnormally low under sub-clause (1) above unless the procuring agency -

31.1.1. requested in writing through EPADS from the bidder a written clarification of his bid, including a detailed price analysis of his bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document; and

31.1.2. having taken account, the information provided by the bidder in response to a request under paragraph (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily for the offered price.

The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision.

32. Rejection of Bids

32.1. As per Rule 33 of the Public Procurement Rules, 2004

33. Single Responsive Bid

33.1. The procuring agency may consider single responsive bid subject to underlying conditions of Rule 38(b) of the Public Procurement Rules, 2004.

34. Arbitration

34.1. As per Rule 49 of Public Procurement Rules, 2004.

F. Award of Contract

43. Criteria of Award

43.1. The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has been declared as most advantageous Bid.

44. Procuring Agency's Right to reject All Bids

44.1. The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).

44.2. Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.

45. Notification of Award

45.1. Prior to the award of contract, the procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.

45.2. Bidder whose bid has been accepted, will be notified for the award by the Procuring Agency prior to expiration of the Bid Validity period through EPADS. The Letter of Acceptance will state the sum that the procuring agency will pay the successful bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

45.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee and signing of the contract.

46. Signing of Contract

46.1. Promptly after notification of award, Procuring Agency shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. The successful bidder and the procuring agency shall sign the contract.

47. Performance Guarantee

47.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the **BDS**

and SCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

47.2. Failure of the successful bidder to comply with the requirement of **BDS, SCC and GCC** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the procuring agency may make the award to the next ranked bidder or call for new bids.

48. Corrupt & Fraudulent Practices

48.1. Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. Grievance Redressal & Complaint Review Mechanism

53. Constitution of Grievance Redressal

53.1. Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of an odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee.

54. GRC Procedure

54.1. Any aggrieved party or bidder as the case may be, may file grievance in accordance with Rule 48 of the Public Procurement Rules, 2004 and Redressal of Grievance Regulations, 2022

H. Blacklisting/ Debarment

55. Procedure for Blacklisting/Debarment

55.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-19 of the Public Procurement

Rules, 2004 , Mechanism for Blacklisting, Debarment Regulations, 2024 and Regulation on “procedure for filling and disposal of review petition under rule-19(3) of the Public Procurement Rules, 2004.





Bid Data Sheet

Bids Data Sheet (BDS)

The following specific data for the procurement of Non-Consultancy Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS Clause Number

ITB Number

Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. Introduction

BDS Clause Number 1

Name of Procuring Agency: **Procurement department, SNGPL Head office, Lahore (Sui Northern Gas Pipelines Limited (SNGPL))**

The subject of procurement is: **LED/057/26 License renewal and SLA for Application load balancer**

Expected commencement date: **Friday, October 30, 2026**

BDS Clause Number 2

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P105352**

BDS Clause Number 3

JV/Consortium or Association Allowed: **No**

Number of JV/Consortium Members: **Nil**

B. Bidding Documents

BDS Clause Number 4

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Thursday, September 10, 2026

BDS Clause Number 5

Any addendum, in case issued, shall be published on **Procurement department, SNGPL Head office, Lahore (Sui Northern Gas Pipelines Limited (SNGPL))** website and on **EPADS v2.0**.

BDS Clause Number 6

List of documents required along with the bid: No

BDS Clause Number 7

The qualification criteria to establish the supply / production capability of the bidder.

see Eligibility Criteria

BDS Clause Number 8

Services and Their related documents:

See section Required Services and Scope of Work

BDS Clause Number 9

Price schedule will be provided according to the format defined and acquired.

see section price schedule.

BDS Clause Number 10

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11

The price shall be **Fixed**.

BDS Clause Number 12

Currency of the Bids shall be : **PKR**

BDS Clause Number 13

The Bids/Bid Validity period shall be: **90 Days**

BDS Clause Number 14

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**

The Bid Security shall be in the form of: **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft**

BDS Clause Number 15

The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 90 days so the bid security shall be valid for $90+28 = 118$ days.

BDS Clause Number 16

Alternative Bids to the requirements of the bidding documents will not be permitted.

D. Submission of Bids

BDS Clause Number 17

Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;

21-Kashmir road, GAS House, SNGPL, Head Office, Lahore, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Monday, September 14, 2026 02:30 PM**

E. Opening and Evaluation of Bids

BDS Clause Number 18

The Bids opening shall take place on **EPADS v2.0**.

Day : **Monday**

Date: **Monday, September 14, 2026**

Time : **03:00 PM**

BDS Clause Number 19

Selection technique adopted will be: **Least Cost Based Selection (LCBS)**
see *Evaluation Criteria*

F. Award of Contract

BDS Clause Number 20

The Performance guarantee shall: **10.00%**.

The Performance Guarantee shall be acceptable in the form of: **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft**

21.

51.1

Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

BDS Clause Number 22

Grievance against this procurement shall be submitted online on EPADS v2.0.

Eligibility Criteria

Bidder's Type	Required Registration
Any	NADRA CITIZENSHIP (CNIC/NICOP) FBR (NTN) FBR (GSTN)

Eligibility Criteria	Document
Valid Professional Tax Certificate for FY.2026-2027. required (if applicable)	Yes

Evaluation Criteria

Least Cost Based Selection (LCBS)

Weightage

Technical Evaluation %	
100	

Technical Marks	100
Passing Marks	75
Technical Evaluation Criteria	
The bidder will submit authorized business partnership certificates of the quoted brand. (Quantitative)(Doc Required)	25
The bidder will submit authorization letter from the principal manufacturer (OEM) to participate in the tender enquiry. (Quantitative)(Doc Required)	25
The bidder will submit the certificates of at least 02 (TWO) certified resources of the brand being quoted along with Employment details i.e. Employee number, Designation and Joining date etc at its letterhead. (Quantitative)(Doc Required)	25
The bidder will provide complete details of at least 03 (THREE) operational offices across Pakistan including Lahore. (Quantitative)(Doc Required)	25

Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
Licenses Renewal and SLA for application load balancer, license renewal QTY:3, SLA for application load balancer QTY:1	Address: Basement Stores, 21-Kashmir road, GAS House, SNGPL, Head Office, Lahore, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). Schedule: 30 Days Quantity: 1/number	1/number	600000 PKR

Related Services :

Yes

Position	Related Services
Licenses Renewal and SLA for application load balancer, license renewal QTY:3, SLA for application load balancer QTY:1	as per SLA

Services Specifications

Positions Without Lots :

Position: Licenses Renewal and SLA for application load balancer, license renewal QTY:3, SLA for application load balancer QTY:1

Specifications / Requirements:

__EMPTY			
Technical Specificaitons			
Licenses Renewal and SLA For Application Load Balancer			
S.No.			
1	Citrix Netscaler MPX 15030	1	1GN07DF0F8
	(Head Office - Primary)		
2	Citrix Netscaler MPX 15030	1	1HWHMDF01C
	(Head Office - Secondary)		
3	Citrix Netscaler MPX 15030	1	1J5GJDF08X
	(DR Site - Manga)		
NOTE:			
	Payment for Licenses Renewal will be made after successful renewal of the Licenses.		

_EMPTY			
	Payment for SLA services will be made as per SLA Terms.		



Scope of Work

as per SLA



Price Schedule

For Individual Positions

#	Position Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		





General Conditions of Contract

A. General

1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. “Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. "Party" means the Procuring Agency or the Contractor, as the case may be, and "Parties" means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. "Subcontractor" means any entity to which the Bidder subcontracts any part of the Services.

2. Applicable Law

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. Language

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractor and the Procuring Agency, shall be written in the **English language** unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. Notices

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.

5. Location

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in SCC.

6. Authorized Representatives / Authority of Member in charge

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the SCC.

B. Commencement, Completion, Modification, and Termination of Contract

7. Effectiveness of Contract

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.

8. Commencement of Services

8.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

9. Program schedule

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. Starting Date/Expiration Date

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

11. Entire Agreement

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. Modification

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. Force Majeure

13.1. Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Contractor and which makes a Contractor's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. Extension of Time

Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

13.4. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. Termination

14.1. By the Procuring Agency

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. By the Contractor

The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

C. Obligations of the Contractor

15. General

15.1. Standard of Performance

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. Law Applicable to Services

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. Conflict of Interests

16.1. Contractor Not to Benefit from Commissions and Discounts

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2. Contractor and Affiliates Not to be Otherwise Interested in Project

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. Prohibition of Conflicting Activities

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- 16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- 16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- 16.3.3. after the termination of this Contract, such other activities as may be specified in the SCC.

17. Insurance to be Taken Out by the Contractor

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. Contractor's Actions Requiring Procuring Agency's Prior Approval

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

- 18.1.1. appointing such members of the Personnel not provided by the Contractor;
- 18.1.2. changing the Program of activities; and
- 18.1.3. any other action that may be specified in the SCC.

19. Reporting Obligations

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. Liquidated Damages

20.1. Payments of Liquidated Damages

The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC.

20.3. Lack of performance penalty

If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. Performance Guarantee

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC**.

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC**.

22. Sustainable Procurement

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC**.

D. Contractor's Personnel

23. Description of Personnel

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

24. Removal and / or Replacement of Personnel

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

25. Change in the Applicable Law

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the SCC.

26. Services and Facilities

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

F. Payments to the Contractor

27. Contract Price

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC.

28. Terms and Conditions of Payment

28.1. Payments will be made to the Contractor according to the payment schedule stated in the SCC and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. Quality Control Identifying Defects

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the SCC.

30. Correction of Defects, and Lack of Performance Penalty

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. Settlement of Disputes Amicable Settlement

31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. Dispute Settlement

32.1. Arbitration

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.



Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

Definitions

The Procuring Agency is: Procurement department, SNGPL Head office, Lahore (Sui Northern Gas Pipelines Limited (SNGPL)), Procurement Officer 21-Kashmir road, GAS House, SNGPL, Head Office, Lahore, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).

The Supplier is:

The title of the subject procurement is: LED/057/26 License renewal and SLA for Application load balancer

Number of GC Clause 2

Applicable/Governing Law:

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 3

Language:

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English**.

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

Procurement department, SNGPL Head office, Lahore (Sui Northern Gas Pipelines Limited (SNGPL)), Procurement Officer
21-Kashmir road, GAS House, SNGPL, Head Office, Lahore, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).
+92-429-920-4644
umer.sharif@sngpl.com.pk

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

Procurement department, SNGPL Head office, Lahore (Sui Northern Gas Pipelines Limited (SNGPL)), Procurement Officer
21-Kashmir road, GAS House, SNGPL, Head Office, Lahore, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).
+92-429-920-4644
umer.sharif@sngpl.com.pk

For the Bidder:

Name:

Designation:

Address:

Number of GC Clause 7

Effectiveness of the contract

The Contractor/Bidder shall be effective within days from the date of signature of the Contract by both parties

Number of GC Clause 8

Commencement of Contract:

The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be

Number of GC Clause 14

Termination

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Services till the time of alternate arrangements.

Number of GC Clause 16

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing services due to a conflict of a nature described in Clause GCC C2.

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.14% to 10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:

The amount of performance guarantee shall be 10.00% of the contract price in acceptable form of Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft

Number of GC Clause 27

Currency of Payment:

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

Number of GC Clause F

Payment terms:

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

Number of GC Clause F

Identifying Defects:

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

Delivery & Documents

1. Supply shall be made strictly in accordance with our specifications/samples.
2. Goods not up to standard will be rejected.
3. We reserve the right to reject any or all items without assigning any reason thereof.
4. Your Delivery Challan in triplicate should accompany the goods when delivered. One copy will be retained by us.
5. Your Bills / Invoices in duplicate should be sent directly to GM (Accounts), Sui Northern Gas Pipelines Limited, 3rd Floor, Hall No. 4, Shaheen Complex, Opposite LDA Plaza, Edgerton Road, Lahore duly supported by the receipted copy of challans.

6. (i) Payment shall normally be made within 30 days from the 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. (ii) Payment will be made by Chief Accountant (AP), Sui Northern Gas Pipelines Limited, 3rd Floor, Hall No. 4, Shaheen Complex, Opposite LDA Plaza, Edgerton Road, Lahore. All queries relating to payment must be addressed directly to the Chief Accountant (AP).

7. Delivery must be made within the stipulated time, failing which we reserve the right to cancel the order and purchase the material at your risk and cost.

8. Reference of this purchase order number must be given on all Bills/Invoices, Delivery Challans, correspondence etc.

9. In the event an item has been wrongly supplied or if subsequently it has been found to contain manufacturing defects, the supplier will replace the item free of charge.

10. You are required to execute this order strictly in accordance with the terms and conditions given herein. In case any of the terms and conditions mentioned herein is violated. We reserve our right to cancel this purchase order or part thereof as necessary.

11. Subject to Clause (10) above, if the order on you or part thereof is cancelled, we reserve our right to make purchase from others sources at your risk and cost, and the difference in costs will be recovered from you.

12. Please sign and return a duplicate copy of the order in token of its acceptance.

13. In case of locally manufactured items, especially for Sui Northern Gas Pipelines Limited. (a) Please furnish us evidence of remittance of Sales Tax realized by you from us and paid to the authorities concerned. (b) Please provide us an undertaking to refund pay back Sales Tax or any other Govt. levies in case the products purchased by us against this order are exempt or subsequently exempted from the levy of the aforesaid tax or levies.

Number of GC Clause F 5 & 6

Following is the guidance for Dispute Resolution

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.

ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.

iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.

iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer’s fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the

dispute liable to pay the costs of another party to the dispute.

v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

Arbitrator's fee:

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties.

Appointing Authority for Arbitrator:

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.



Bid Securing Declaration

Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.: **P105352**

To: **Procurement department, SNGPL Head office, Lahore (Sui Northern Gas Pipelines Limited (SNGPL)), Procurement Officer 21-Kashmir road, GAS House, SNGPL, Head Office, Lahore, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
2. Disagreement to arithmetical correction made to the Bid price; or
3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.



Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the ____ day of _____ 20____ between **Procurement department, SNGPL Head office, Lahore (Sui Northern Gas Pipelines Limited (SNGPL)), Procurement Officer 21-Kashmir road, GAS House, SNGPL, Head Office, Lahore, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).**

(hereinafter called “the Procuring Agency”) of the one part and [name of Bidder] of [city and country of Bidder] (hereinafter called “the Bidder”) of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **LED/057/26 License renewal and SLA for Application load balancer (P105352)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency’s Letter of Acceptance; and
8. [add here: any other documents]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder:





Integrity Pact

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: Contract

Value: Contract Title:

Dated:

[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, fee 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 consultations 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 any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact 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 voidable 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 or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.



Performance Guarantee Form

Performance Guarantee Form

To: **Procurement department, SNGPL Head office, Lahore (Sui Northern Gas Pipelines Limited (SNGPL)), Procurement Officer 21-Kashmir road, GAS House, SNGPL, Head Office, Lahore, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).**

WHEREAS *[name of Bidder]* (hereinafter called “the Bidder”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]





Annexure

General Terms

Technical Submission (Vendor)

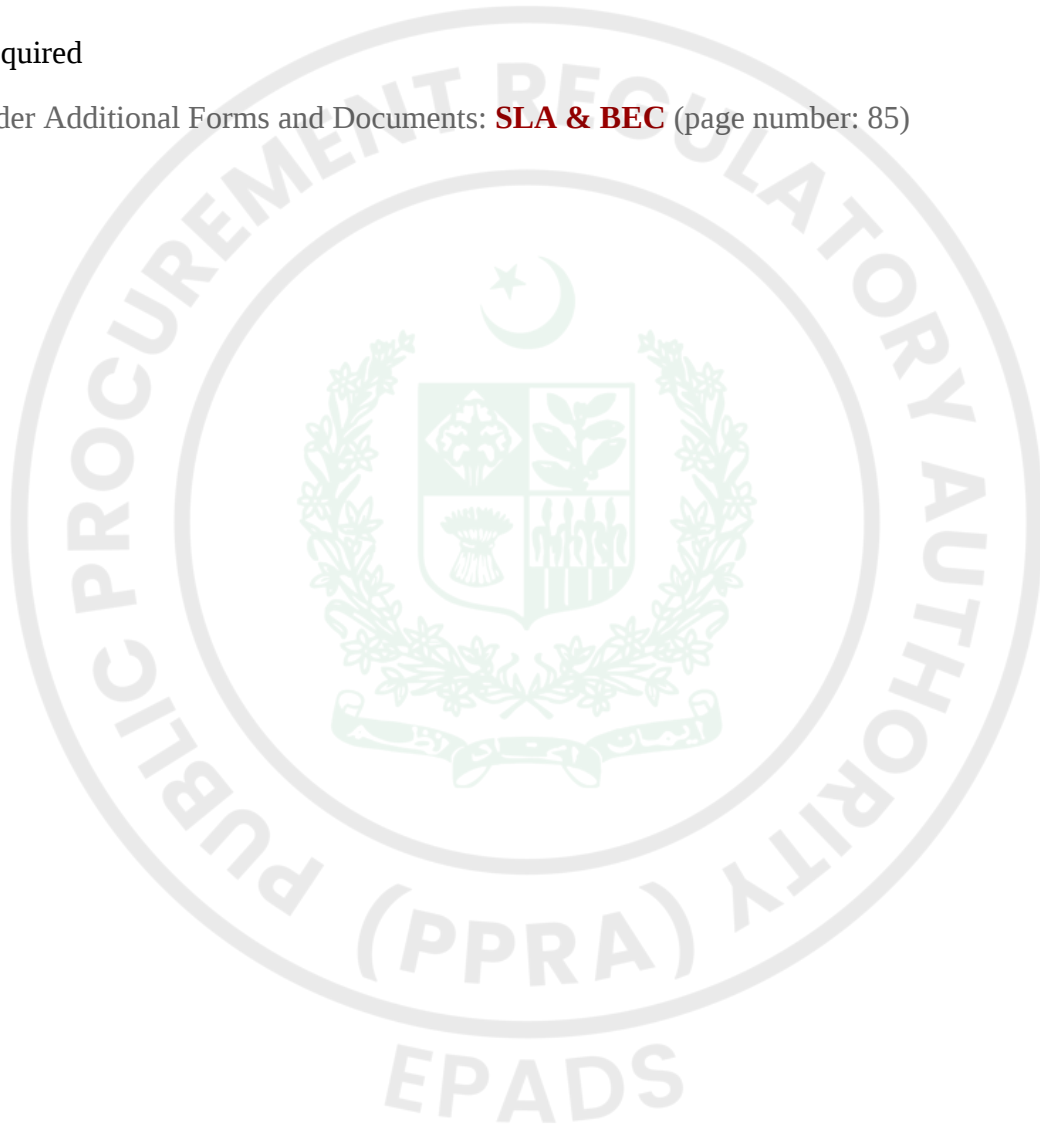
See Form Under Additional Forms and Documents: **General Terms** (page number: 70)

SLA & BEC

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **SLA & BEC** (page number: 85)





Procurement Forms

Past Experience and Completed Contracts

1.

1.1. 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 these 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.

1.

1.1. 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

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 Post Qualification clause.

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 104)





Additional Forms and Documents

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.

Cont’d... P/4

- 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.

Cont'd... P/5

- 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.

Cont'd... P/6

- 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.

Cont'd... P/7

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.

Cont'd... P/8

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".

.....

(ON BOND PAPER OF RS.100/-)

FORM OF BID BOND

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

_____ (herein called "The Bank "). Know all
men
by these present that
We _____
having our registered office at _____

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

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

THE CONDITIONS of this obligation are.

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

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

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

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

SIGNATURE OF THE BANK

NAME OF WITNESS _____

ADDRESS OF WITNESS _____

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

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

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.



SERVICE LEVEL AGREEMENT
for
MAINTENANCE & SUPPORT SERVICES

Between
SUI NORTHERN GAS PIPELINES LIMITED

And
M/s. XYZ
For

MAINTENANCE OF
APPLICATION LOAD BALANCER

PURCHASE ORDER NO: _____

CONTRACT PERIOD - 01 YEAR
(FROM THE EFFECTIVE DATE)

"To be typed on Stamp paper"



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This Service Level Agreement (hereinafter referred to as "SLA"/Agreement) is made on this _____ day of _____ 20__ ("Effective Date") by and between:

SUI NORTHERN GAS PIPELINES LIMITED, a Public Limited Company incorporated under the Companies Act, 2017 and having its registered Office at 21-Kashmir Road, Lahore (hereinafter referred to as "SNGPL") which expression shall where the context so admits, means and includes its successors-in-interest and assigns) of the **First Part**.

AND

M/s. XYZ a Company incorporated under the Companies Ordinance, 1984 now Companies Act, 2017 and having its registered office at _____ (hereinafter referred to as "**M/s. XYZ**", which expression shall where the context so permits, means and includes its successors-in-interest and permitted assigns) of the **Second Part**.

SNGPL and **M/s. XYZ** shall hereinafter be collectively be referred to as the "**Parties**" and/or individually as "**Party**".

WHEREAS:

- SNGPL is engaged in the business of construction, operation and maintenance of high pressure gas Transmission and Distribution systems and sales of natural gas within its franchised areas.
- **M/s. XYZ** is engaged in the business of providing IT Services and possessed with the necessary qualifications, experience, skills and abilities to perform the required services under the Agreement.
- SNGPL is desirous to receive maintenance support services from M/s. XYZ (backed by OEM "XYZ shall provide the assurance letter from OEM") for SLA of "Application Load Balancer" subject to the terms and conditions set out in this Agreement and M/s. XYZ covenants that it possesses the relevant skill, knowledge and trained workforce to provide the required services for maintenance of Application Load Balancer and that it is willing to provide the requisite services to SNGPL on the terms and conditions as set out in this Agreement.



The following documents attached hereto, in the order of priority stated below for the purpose of interpretation, shall form an integral part of this Service Level Agreement. However, in case of any discrepancy and/or conflict between the provisions of this Agreement and the documents mentioned below and annexed therewith, the terms of this agreement shall take the precedence.

- Invitation to Bidder
- General Terms – Annex –A
- Technical Specifications & Requirements - Annex –C
- Schedule of Requirement & Delivery- Annex-B
- Price Sheet - Annex-E
- Questionnaire / Commercial Term Sheet – Annex- H

Now, THEREFORE, this Agreement witnesses that in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

1. Scope of Agreement

The Service Provider shall provide 24/7 comprehensive hardware, software, and OEM-backed support services under this agreement for maintenance of Application Load Balancer (Netscaler MPX 15030) including but not limited to preventive, corrective, emergency, and upgrade services. Any ancillary services shall only be undertaken upon prior written approval of SNGPL. Service Provider shall ensure valid and continuous OEM support coverage throughout the term.

2. Agreement Period

The Agreement is valid for a period of One (01) year with effect from the Effective Date

Agreement Schedule

Effective Date of the Agreement: _____

Expiry Date of the Agreement: _____

3. IT Equipment Details

ITEM NO	ITEM	QTY	DESCRIPTION
1	Citrix Netscaler MPX 15030 (Head Office – Primary)	01	Serial no: 1GN07DF0F8
2	Citrix Netscaler MPX 15030 (Head Office - Secondary)	01	Serial no: 1HWHMDF01C



3	Citrix Netscaler MPX 15030 (DR Site – Manga)	01	Serial no: 1J5GJDF08X
---	--	----	---------------------------------

4. Definitions

For the purpose of this Agreement, wherever used, the following terms shall have the respective meanings indicated, such meanings to be applicable to both, the singular and plural forms of the terms defined.

- **“Agreement”** means this Service Level Agreement for Maintenance and Support Services of Application Load Balancer as originally executed by and between the Parties on the Effective Date including duly signed Purchase Order.
- **“Business Day”** means a day on which SNGPL Head Office /Regional Offices / DR Site are normally open for office business i.e. Monday – Saturday.
- **“Non-Business Day”** means Sunday and other Holidays as may be announced by the Government of Pakistan or SNGPL Management.
- **“Business Hours”** means 0800 to 1700 Hours.
- **“Backup Device / Unit”** means backup unit approved by SNGPL management as a replacement.
- **“After Hours”** means non business hours. **“SNGPL Site”** Head Office Lahore.
- **“Service Response Time”** means time period during which M/s. XYZ shall acknowledge the complaint lodged by SNGPL designated resource.
- **“Support / Services / Maintenance Charges”** means payable to the Service Provider by SNGPL at the rate agreed upon in this agreement.
- **“Engineer”** means Support Personnel for fault rectification.
- **“Log/Record Keeping”** means where we maintain/update M/s. XYZ’s Engineers record on his arrival/departure time and document the fault description.
- **“Support Request”** means a call to resolve a defect in equipment in a manner prescribed under Clause 5 of the Agreement.
- **“Service Provider”** means XYZ.
- **“Effective Date”** means the date on which this Agreement is signed by and between the Parties



- **"Taxes"** means all direct or indirect tax levied by the Government of Pakistan from time to time.
- **"Confidentiality"** means any "Confidential Information" as prescribed in Clause 19 of the Agreement.
- **"Calendar Days"** means the time from midnight to midnight".

5. Support Procedure

SNGPL shall log the complaint through Email or through call to XYZ's support team lead. Following are the possible complaint log modes.

- **Support Website:** http://_____
- **Email:** _____
- **Telephones:** _____

Note: XYZ may perform health check of the unit before the submission of bid, failure to acknowledge within response time shall be deemed service failure.

6. Support / Services / Maintenance Charges

Commencing on the Effective Date, SNGPL shall pay to XYZ per quarter basis for the yearly services as shown below;

	Total Price for 1 year without applicable taxes (PKR)	Total Price for each Quarter without applicable taxes (PKR)	Remarks
Maintenance Contract Cost			Mention Tax Rate

Quarterly cost shall be calculated based on the above Maintenance Contract Cost.

7. Raising Of Invoice

XYZ shall raise bill/invoice on quarterly basis for the services provided in preceding quarter setting out the detail of services rendered to SNGPL. Accordingly SNGPL shall check/verify the veracity of the services so rendered in the relevant quarter under the Terms and Conditions of this Agreement before processing the same for payment.



8. Payment of Bills

Within thirty (30) Business Days upon receipt of invoice, SNGPL would strive to settle the bill/invoice within a period of -----, after due consideration and regards to its correctness and accuracy in the light of this Agreement. If SNGPL disputes any portion of the bill/invoice the matter would be referred back to XYZ for clarification of such disputed portion of the bill/invoice. Until such time the clarification is received, the invoice would remain unsettled. SNGPL would only proceed with the payment of bill/invoice amount once a satisfactory clarification is solicited by XYZ. SNGPL shall have the right to withhold, deduct, or set-off any amounts due in case of service deficiencies, SLA breaches, or damages. Payment shall not be construed as acceptance of services

9. Financial Instruments, Governing Law and Dispute Resolution.

9.1 Performance Security

9.1.1 Within fifteen (15) Business Days following the execution of this Agreement, XYZ shall furnish a Performance Bond Guarantee in the form of the Bank Guarantee issued by a scheduled Bank in Pakistan, in favor of SNGPL at the amount of 10% of the total net value of the Agreement excluding Sales Tax. The proceeds of the Performance Bond Guarantee shall be payable to SNGPL as compensation for any loss resulting from XYZ failure to complete its obligations, in part or full, under the Agreement. This shall serve as Performance Security to guarantee timely support and services for maintenance of Application Load Balancer and its allied equipment as per this SLA. SNGPL may invoke the Performance Security, in whole or in part, without prior notice in case of material breach, repeated SLA failures, or failure to meet critical service levels

9.1.2 The Performance Bond Guarantee/Performance Security shall, additionally, serve as a Warranty Bond for the purpose of this Agreement to ensure that XYZ readily complies with and mitigates any and all defects during the SLA period following the completion of the scope of this Agreement.

9.1.3 The Performance / Warranty Bond Guarantee shall remain valid for 6 months after the last part of the services has received or for another duration communicated by SNGPL to XYZ. SNGPL shall promptly notify XYZ in writing of any claim arising out of the performance of the Agreement. Upon receipt of such notification, XYZ shall, within reasonable time, address and settle the claims. If XYZ having been notified, fails to fully settle the claim within 30 days, SNGPL may proceed to take such remedial action as may be necessary at XYZ's risk and expense and without prejudice to any other rights which SNGPL may have against the XYZ under the Agreement, including partial or complete forfeiture of the Performance / Warranty Bond Guarantee.

9.1.4. Nothing contained herein shall be construed to limit XYZ's obligations and liabilities with regard to the Performance of the Agreement.



- 9.1.5 The Performance / Warranty Bond Guarantee shall be discharged by SNGPL, as soon as possible following the date of completion of XYZ's Performance obligations under this Agreement.

9.2 Governing Law and Dispute Resolution Mechanism

- 9.2.1 This Agreement shall be governed by and construed in accordance with the laws of Islamic Republic of Pakistan.
- 9.2.2 Any difference or dispute arising out of or in connection with this Agreement which cannot be amicably resolved between the Parties within a period of thirty (30) days, shall be referred to Arbitration under Arbitration Act, 1940. The Arbitral Tribunal shall comprise of two (02) Arbitrators one to be appointed by each Party of this Agreement. In case of variance regarding the findings and judgment of the appointed Arbitrator, the matter shall be referred to an "Umpire", who shall be appointed by the Arbitrators. The Umpire shall be a retired judge of High Court and/or the Supreme Court of Pakistan. Such Arbitrators and Umpire as the case may be, shall proceed to adjudicate the dispute in accordance with the Arbitration Act, 1940 as amended from time to time. The Arbitral proceedings shall be conducted at Lahore, Pakistan. The decision of Arbitrator or Umpire, as the case may be, shall be conclusive and binding on the Parties subject to due process of law. Fee of the Arbitrator appointed by SNGPL shall be paid by "SNGPL" and fee of the Arbitrator appointed by "Service Provider" shall be paid by "Service Provider". Fee of the Umpire shall be paid half by SNGPL and half by Service Provider unless otherwise directed in the award.
- 9.2.3 The language proceedings shall be English.
- 9.2.4 During the course of any arbitration arising out or to be used in the Arbitral in connection with this Agreement, M/s. XYZ agrees and covenants that it shall not suspend the performance of its responsibilities and obligations under the Agreement unless authorized by SNGPL in writing to do so.

10. Deliverables Covered Under This Agreement

S. No.	Deliverables
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1	XYZ is responsible to maintain all the equipment mentioned in clause 3 of the Agreement i.e., IT Equipment Details , in proper working condition. This includes repair / replacement of parts of devices including software/application issues.
2	The successful bidder shall have to keep Application Load Balancer operational and healthy. Replacement of the faulty module (s)/card(s) (if any) shall be the responsibility of the successful supplier.
3	In case, if original Device is beyond repair during the SLA period, XYZ provide replacement unit with the fully functional / tested software. If M/s. XYZ fails to provide backup device up to maximum 30 days, SNGPL may take the services from any third party at the M/s. XYZ risk and cost. Replacement unit shall be provided within 48-72 hours for critical failures.
4	XYZ shall provide all the services 24 Hours a day, 7 days a week including holidays.
5	XYZ shall be responsible for any kind of software upgrades, integrations with existing software and related to equipment.
6	XYZ shall not subcontract to any other service provider for the services that are to be rendered under this contract. XYZ shall not increase or revise the charges for maintenance and support services during the agreement period.
7	Once a complaint request has been launched, XYZ shall make its resource available to work with SNGPL support resource and rectify problem within stipulated time.
8	Availability of units for health check / preventive maintenance shall be decided with mutual consultation.
9	All the remedial solutions shall be documented in the Log/Record Keeping at SNGPL site.
10	In case of malfunction (software/hardware) of device during its repair and found that equipment is beyond repair, the supplier shall provide the suitable backup unit with all the specification and features similar to equipment in use.
11	All the equipment may be covered, back to back by original equipment manufacturer support and services cover.
12	All requests for support during non-business hours shall not be charged separately.
13	XYZ shall bear all courier charges for device and its related items service
14	XYZ shall accept the liability for any scratches, damage or loss to SNGPL Equipment caused by their own fault. M/s. XYZ shall provide the contact details i.e. name, CNIC, designation of its representative authorized to handle the equipment.
15	XYZ conduct business in a courteous and professional manner with SNGPL through its engineers.
16	XYZ provide the name, NIC, Cell numbers of support personnel to SNGPL.



17 All travelling / accommodation on SNGPL sites shall be the responsibility of XYZ.

11. Compensation and Reporting

M/s XYZ shall provide quarterly invoice to the designated officer of SNGPL setting out the service details from the last invoice. Service credits and penalties shall be deducted directly from invoices in addition to performance security.

11.1 Services Outage Compensation

11.1.1 Following are the service levels and their descriptions under this Agreement. The below mentioned amount shall be deducted as **Services Outage Compensation** from the remaining invoice.

11.1.2 Service level may be changed after initial response by M/s. XYZ.

Severity Level	Service Description	Response Time	Resolution Time	Deduction Amount
Severity Level-I Top Critical Business Level	Complete loss of Service and operations, or wide scale business outage or significant impact to business.	4-hours.	8-hours.	Amount equivalent to 10% of performance warranty for every 8 hours till the restoration of service after the first 8 hours to a maximum to total performance warranty shall be deducted from quarterly invoice.
Severity Level-II Highly Serious Business Impact	Significant or degraded service. Time sensitive issues important to productivity. High-Impact problems where business is proceeding but is significantly impaired.	8-hours.	1-Day	Amount equivalent to 5% of performance warranty for every 1-Day till the restoration of service after the first Day to a maximum of total performance warranty shall be deducted from quarterly invoice.
Severity Level-III Medium Minor Business Impact	Minor Loss of Service. Issues causing significant customer concern.	8-hours.	3-Days	Amount equivalent to 2% of performance warranty for every 3-Day till the restoration of service after the first 3-Days to a maximum of total performance warranty shall be deducted from quarterly invoice.
Severity Level-IV Low, Business Impact No	Service in working mode; but has issues that do not have significant impact	8-hours.	5-Days	Amount equivalent to 1% of performance warranty for every 5-Day till the restoration of service after the first 5-Days to a maximum of total performance warranty shall be deducted from quarterly invoice.



12. Issue Report and Quarterly Status Report format

XYZ shall provide the status report on the following formats. XYZ can submit any additional reports necessary

12.1 Issues Report

S. No	Ticket Reference No. by XYZ for the complaint/issue	Date & Time of complaint / issue	Person from SNGPL who launched complaint	Mode of Complaint (Email/call)	Assigned Severity Level	Engineer from XYZ who has issued the ticket	complaint status	Remarks

13. Roles and Responsibilities of SNGPL

SNGPL has the following general responsibilities under this Agreement:

- 13.1 SNGPL shall conduct business in a reciprocal courteous and professional manner with M/s. XYZ.
- 13.2 SNGPL shall provide all relevant information required to open a support request.
- 13.3 SNGPL shall facilitate to M/s. XYZ that Agreement targets are punctiliously met (coordinating all activities to ensure all tasks are performed in a consistent manner and on schedule as envisaged under this Agreement).
- 13.4 Ensuring all work is performed according to the agreed-upon work methods and standards.

14. Roles and Responsibilities of Service Provider

- 14.1 M/s. XYZ shall conduct business in a courteous and professional manner.
- 14.2 M/s. XYZ shall use its own appropriate help desk to provide Standard Coverage and After-Hours Coverage.
- 14.3 M/s. XYZ shall provide the contact details i.e Name, CNIC, Cell numbers of engineers to SNGPL.
- 14.4 M/s XYZ shall ensure the availability of the engineer to work with the SNGPL support resource assigned to the support request, once a support request has been submitted.
- 14.5 M/s. XYZ shall attempt to resolve problems over the phone on first call. Services Provider shall ensure availability of qualified and certified personnel at all the times.
- 14.6 The Organization's end-users shall not contact the Vendor's support resources directly to report a problem, **only designated resources shall be allowed**. All problem calls must be logged through the appropriate help desk.



- 14.7 M/s XYZ shall ensure that all the remedial solutions shall be documented at the log book at SNGPL site/sites.
- 14.8 M/s XYZ shall be responsible for performance of any other work which is in the reasonable opinion of SNGPL/Company is connected or ancillary thereto with the scope of work under this Agreement. Services Provider shall be solely responsible for all acts, omissions, and negligence of its personnel.

15. Termination of Agreement

- 15.1 Prior to the exercising any right to terminate the Agreement under the conditions stipulated herein; the Party intending to do so (hereinafter "Terminating Party") shall give the other Party a written notice specifying such default(s) and calling for submission of an explanation within seven (7) Business Days of receipt of such notice and to cure the default in further thirty (30) days. If such explanation is not furnished within stipulated time or if so furnished, is found to be unsatisfactory, and the default(s) persists, the Agreement may be terminated with the notice to the other Party.
- 15.2 Right to terminate this Agreement unilaterally vests with SNGPL for which assigning any reason is not mandatory. Without prejudice to the foregoing this Agreement shall be terminated in case(s):-
- a) M/s. XYZ fails to perform or carry out any or its entire obligation (s) under this Agreement.
 - b) M/s. XYZ does not mitigate its failure and/or shortcomings within a period of thirty (30) Business Days as stated above after receipt of default notice from SNGPL.
 - c) In case, the event stipulated at Clause 16(2) subsists for over sixty (60) Calendar Days.
- 15.3 In the foregoing instances spelled out at 15(2) above; SNGPL retains the right to terminate this Agreement by tendering a prior notice of thirty (30) Calendar Days to M/s XYZ.
- 15.4 Upon termination of this Agreement, the rights and obligations of the Parties shall cease to exist but, however, the termination shall not affect any rights or obligations of Parties which may have arisen prior to such termination. Upon termination of this Agreement, SNGPL shall not be liable for any payment obligations under this Agreement as of the date of such termination. Upon termination, Services Provider shall provide transition assistance for minimum 30-60 days at no additional cost. SNGPL may engage third party at risk and cost of Service Provider.



16. Force Majeure

- 16.1 Notwithstanding any provision to the contrary for damages or be deemed in default of the provisions of the Agreement/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 here in shall mean acts of Government in their sovereign capacity, riots, strikes, lock outs, fires occurring in the M/s XYZ's establishment, political disturbance, mobilization, wars, unprecedented flood, storm hurricanes or other acts of Gods. Force Majeure shall not include internal operational failures, resource shortages, or vendor negligence.
- 16.2 If a Party wishes to claim relief by reasons of Force Majeure, it shall within three (3) calendar days of the occurrence of the Force Majeure event serve a written notice of such occurrence on the other Party through registered airmail. The notice shall comprise details of the Force Majeure event, how it has affected the scope of the Agreement, the measures that have been taken by the Party to mitigate the effect of Force Majeure and suggest a way forward to mitigate the subsisting effect of Force Majeure. The Parties shall mutually consult and agree upon the measures to be taken in order to determine a way forward. As soon as the Force Majeure ends, the affected Party shall promptly resume performance of its obligations under the Agreement and intimate the other Party regarding the same. If the Force Majeure event persists for the continuous period of sixty (60) days SNGPL shall be entitled to terminate this Agreement.

17. Amendment to Agreement

Any amendment to the terms and conditions of this Agreement would require the written consent of M/s XYZ and SNGPL. The amendment of the Agreement would take place through an Addendum to this Agreement and the recording of that Addendum shall be appended to this Agreement, and deemed to be a part of this Agreement. Any and all amendments shall be made in writing and counterparts shall be signed in original by the authorized representatives of the Parties.



18. Withholding Tax

M/s XYZ is hereby informed that SNGPL shall deduct tax at the rate prescribed under the tax laws of the Islamic Republic of Pakistan, from all payments for services rendered by M/s. XYZ, unless an exemption certificate is provided by M/s. XYZ.

19. Confidentiality

19.1 M/s. XYZ undertakes to treat as confidential and keep secret all information disclosed by SNGPL ("the Disclosing Party" for the purpose of this Clause) in connection with this Agreement and any other information it receives as a result of the implementation of this Agreement, which may reasonably be supposed to be confidential, that is disclosed by the Disclosing Party to M/s XYZ. . M/s XYZ shall protect the information with the same degree of care as it employs with regard to its own confidential information of a like nature and in any event in accordance with best current commercial security practices.

19.2 M/s. XYZ shall not without prior written consent of the Disclosing Party disclose any part of the information to any person except:

- To its employees who need to know the same.
- To its auditors, court of competent jurisdiction, a governmental body or applicable regulatory authority and any other persons or bodies having a right, duty or obligation to know the business of M/s XYZ and then only in pursuance of such right, duty or obligation.;
- Any person who is for the time being appointed by M/s XYZ to carry out the obligations under this Agreement.

19.3 M/s XYZ shall promptly notify SNGPL if it becomes aware of any breach of confidentiality by any person to whom it discloses all or any part of the information and shall give SNGPL all reasonable assistance in connection with any proceedings, which SNGPL may institute against such person for breach of confidentiality.

19.4 Remedies for breach of Confidentiality

M/s XYZ hereby agrees and acknowledges that any disclosure, advertent or inadvertent, of any confidential information prohibited herein or any breach of the provisions herein may result in irreparable injury and damage to SNGPL which shall not be adequately compensable in monetary damages, and that SNGPL may, in addition to all other remedies available to it at law or in equity, including but not limited to, suit for monetary



damages, obtain such preliminary, temporary or permanent, mandatory or restraining injunctions, orders or decrees as may be necessary to protect SNGPL against, or on account of any breach, by M/s XYZ, its employees or agents, jointly and severally, of the provisions contained herein, and M/s XYZ agrees to reimburse the reasonable legal fee and other costs and expenses incurred by SNGPL in enforcing the provisions of this Agreement.

20. Information Security

The Receiving Party of any Customer Data of the Disclosing Party shall be responsible for establishing, implementing, maintaining and performing a reasonable information security program (including physical security of physical items) that is reasonably designed to:-

- Ensure the security and confidentiality of such Customer Data
- Protect against any anticipated threats or hazards to the security or integrity of such Customer Data
- Protect against unauthorized access to or use of such Customer Data that could result in substantial material harm to the Disclosing Party or any of its customers and
- Ensure the proper disposal of such Customer Data.

The Disclosing Party shall maintain reasonable security for its own systems, servers and communications links as is reasonably designed to

- Protect the security and integrity of its Customer Data to the extent within the Disclosing Party's control
- Protect against unauthorized access to or use of the Receiving Party's systems and servers on which Customer Data of the Disclosing Party is stored to the extent within the Disclosing Party's control

The Receiving Party shall:-

- Take appropriate action to address any incident of unauthorized access to Customer Data of the Disclosing Party
- Notify the Disclosing Party as soon as possible of any incident of unauthorized access to Customer Data and any other breach in the Receiving Party's security that materially affects the Disclosing Party or the Disclosing Party's customers including providing indemnification of the aggrieved Party. Service Provider shall be fully liable and indemnify SNGPL against any data breach, cyber incident, or unauthorized access arising from its system or personnel.

21. Terms and Conditions



21.1 Term of Agreement

- a) This Agreement shall come into force and effect upon the Effective Date. This Agreement shall be valid for a term of One (01) year from _____ 20__ to _____ 20__.

21.2 Communications / Notices

All notices and communications required to be sent by each other in terms of this Agreement shall be made in writing and sent by first class mail and shall be deemed to have reached the other party to whom it is addressed, or at such changed addresses as the parties may communicate to each other on the next business day following the date of posting.

To SNGPL:

Sui Northern Gas Pipelines Limited
IT/MIS Department, 21-Kashmir Road,
Lahore, Pakistan.
Tel: + 9242 9920 0536
Attention: Usman Qadeer Ch.
Chief Officer (IT/MIS)
Usman.qadeer@sngpl.com.pk

To XYZ:

Tel: +92 42 000 0000
Attention: Mr.

21.3 Integrity Pact

XYZ shall be required to be familiar with the text of integrity pact attached with the tender documents and confirm their concurrence of execution of the same. This is mandatory requirement under Public Procurement Rules 2004.

21.4 Severability

In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, shall be inoperative. The Parties shall with bona fide intent attempt to resolve the same to ensure the sanctity of this Agreement.

21.5 Waiver

No waiver by either party of any default by the other in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorized representative of the Party and no such waiver shall operate or be construed as a waiver of any other, further or future defaults, whether of alike or of a different character or nature.



21.6 Indemnity Clause

Services Provider shall indemnify and hold harmless SNGPOL against all loses, damages, claims, penalties, regulatory actions.





IN WITNESS WHEREOF the respective parties hereto have set their hands on the date first herein above written.

For and on behalf of XYZ

For and on Behalf of SNGPL

Authorized Signatory

Name:

Designation:

Phone:

email:

CNIC: _____

Authorized Signatory

Name:

Designation: GM (IT/MIS)

for Managing Director

Gas House, 21-Kashmir Road, Lahore,

Pakistan

Phone: + 92

email:

CNIC: _____

Witnesses:

NAME: _____

Signature _____

Designation: _____

CNIC: _____

NAME: _____

Signature _____

Designation: _____

CNIC: _____

NAME: _____

Signature _____

Designation: _____

CNIC: _____

NAME: _____

Signature _____

Designation: _____

CNIC: _____

Bid Evaluation Criteria
Licenses Renewal and SLA for Application Load Balancer

B

S. No	Description	Quantitative (Fixed)
1	The bidder will submit authorized business partnership certificate of the quoted brand.	25
2	The bidder will submit authorization letter from the Principal manufacturer (OEM) to participate in the Tender Enquiry.	25
3	The bidder will submit the certificates of at least 02 certified resources of the brand being quoted along with Employment Details i.e. Emp. No. Designation & Joined Date etc at its Letterhead.	25
4	The bidder will provide complete details of at least 03 operational offices across Pakistan including Lahore.	25

Qualifying Marks = 75

J. Abbas

Past Experience / Contracts

Contracts over <i>[insert amount]</i> during the last three years:				
Procuring Agency	Value	Year	Goods/Services Supplied	Country of Destination

