

Standard Bidding Document

Supply and Installation of 06 No. Cooling Coils of AHUs at 2nd, 3rd and 4th
Floor Head Office Building (Replacement of old Cooling Coils)
(Works)

National

Single Stage-Two Envelope



September 15, 2026

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Table of Contents

REQUEST FOR BIDS	1
Instructions to Bidders	3
Bid Data Sheet	31
Bids Data Sheet (BDS)	32
Eligibility Criteria	36
Evaluation Criteria	37
Jobs/Lots	37
Related Services :	39
Work Specifications and Market Rates	40
Scope of Work	41
Price Schedule	42
General Conditions of Contract	44
Special Conditions of Contract	54
Bid Securing Declaration	59
Contract Form	61
Integrity Pact	64
Performance Guarantee Form	66
Annexure	69
Tittle Page	70
Appendix -A	70
Bid Sheet	70

Form Agreement	70
Form of Tender	70
General Terms & Conditions	1
HSE Statement	71
Integrity Pact	64
Payment Schedule and List of Manufacturers	71
Special Conditions	71
Procurement Forms	72
Financial Resources	1
Past Experience and Completed Contracts	1
Historical Contract Non-Performance, and Pending Litigation and Litigation History	1
Current Contracts and Their Progress	1
Financial Capacity and Net Worth Evaluation Form	1
Average Annual Turnover	1
Additional Forms and Documents	75

REQUEST FOR BIDS

PROCUREMENT OF CIVIL WORKS

1. The **SNGPL Head Office (Sui Northern Gas Pipelines Limited (SNGPL))** has reserved Funds for the procurement planned for FY **2026-27**. The **SNGPL Head Office (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 "**Supply and Installation of 06 No. Cooling Coils of AHUs at 2nd, 3rd and 4th Floor Head Office Building (Replacement of old Cooling Coils)**" with the reference of "**P121789**".
2. The **SNGPL Head Office (Sui Northern Gas Pipelines Limited (SNGPL))** invites sealed Bids from eligible Bidders for procurement of Works (**Supply and Installation of 06 No. Cooling Coils of AHUs at 2nd, 3rd and 4th Floor Head Office Building (Replacement of old Cooling Coils)**) described in the bidding documents on **EPADS v2.0**.
3. **Single Stage-Two Envelope** 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, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.
4. All Bids must be accompanied by a Bid Security amount described in Bid Security Section in Bidding Document in the form of . Or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents
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/121789>** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to get themselves registered on **EPADS v2.0** to participate in Bidding process.
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 **Thursday,**

October 8, 2026 12:00 PM. E-bids will be opened by using **EPADS v2.0** on the same day at **Thursday, October 8, 2026 12:30 PM.** Manual submission of Bids shall not be entertained. Those vendor 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>.

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 on Authority's website at (www.ppra.org.pk).

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Instructions to Bidders

A. INTRODUCTION

1. Scope of Bid

1.1. The Procuring agency/Employer (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the execution of Works as specified in the BDS and Section V- Works Requirements. The name, identification, and number of lots (contracts) of this National/ International Competitive Bidding process are specified in the BDS.

2. Source of Funds

2.1. Source of funds as referred in Clause 2 of Bid Data Sheet.

3. Eligible Bidders

3.1. A bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture or consortium. In the case of a joint venture or consortium, 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 or consortium shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or consortium during the Bidding process, and in case of award of contract, during the execution of contract. Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.

(The limit on the number of members of JV or Consortium may be prescribed

in BDS, in accordance with the guidelines issued by the PPRA).

3.2. The invitation for bids is open to all prospective bidders subject to any provisions of incorporation or licensing by the respective national/international incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidder keeping in view the requirement of that business.

3.3. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

3.3.1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring agency/Employer to provide consulting services for the preparation of design or technical specifications of the works that are the subject of the bid; or

3.3.2. have controlling shareholders in common; or

3.3.3. receive or have received any direct or indirect subsidy from any of them; or

3.3.4. have the same legal representative for purposes of this Bid; or

3.3.5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Procuring agency/Employer regarding this Bidding process; or

3.3.6. Submit more than one bid in this bidding process.

3.4. A Bidder may be ineligible if –

3.4.1. he is declared bankrupt or, in the case of company or firm, insolvent;

3.4.2. payments in favor of the bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3.4.3. the bidder is convicted, by a final judgment of a Court of Law or relevant Professional Statutory Body, of any offence involving professional conduct;

3.4.4. The bidder is debarred/ blacklisted by a national level Procuring agency/Employer and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.

3.5. As and when required, bidders shall provide to the Procuring agency/Employer evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.6. Bidders shall submit proposal relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract is envisaged.

4. Eligible Material and Equipment

4.1. All the material and equipment to be mobilized under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such materials and equipment. For this purpose, ineligible countries are stated in the section-IV titled as “Eligible Countries”.

B. BIDDING DOCUMENTS

5. Contents of Bidding Documents

5.1. The scope of Works, bidding procedures, and terms and conditions of the contract are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents which should be read in

conjunction with any addenda issued in accordance with ITB 7.1 include:

Section I -Invitation for Bids

Section II Instructions to Bidders (ITBs)

Section III Bid Data Sheet (BDS)

Section IV Eligible Countries

Section V Evaluation and Qualification Criteria

Section VI Works Requirements Technical Specifications & Schedule of Requirements

Section VII Standard Bidding Forms

Section VIII General Conditions of Contract (GCC)

Section IX Particular Conditions of Contract (PCC)

Section X Contract Forms

5.2. The bidder is expected to examine all instructions, forms, specifications, terms and conditions prescribed in the bidding documents. Failure to furnish all the information required in the bidding documents will be at the bidder's risk and may result in the rejection of his bid.

6. Clarification of Bidding Document, Pre-bid Meeting

6.1. A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer through EPADS.

6.2. The Procuring agency/Employer shall respond to the request for clarification in accordance with Rule 31 of the Public Procurement Rules 2004.

6.3. 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 7.

6.4. 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 bidders may request clarification of the schedule of requirement, the evaluation criteria or any other aspects of the bidding documents.

6.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to ITB 7. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

6.6. The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

6.7. The bidder and any of its authorized personnel will be granted permission by the Procuring agency/Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder and its personnel will release and indemnify the Procuring agency/Employer from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7. Amendment of Bidding Documents

7.1. The procuring agency may issue notification of any change, addition, modification or deletion in accordance with Rule 23 of the Public Procurement Rules 2004 i.e. Bidding Documents.

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

Provided that the Procuring agency/Employer shall extend the deadline for submission of bid in pursuance of Rule 27 of the Public Procurement Rules 2004, i.e. Extension of time for submission of bids, if such an addendum is

issued within last three (03) days of the bid submission deadline.

C. PREPARATION OF BIDS

8. Language of Bid

8.1. The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring agency/Employer shall be written in the English language unless specified in the BDS. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the bidder, the translation shall govern.

9. Documents Constituting the Bids

9.1. The Bids prepared by the Bidder shall constitute of all the documents required in the BDS.

10. Documents Establishing Eligibility of Material, Equipment and Works, their Conformity to Bidding Documents

10.1. The bid prepared by the bidder shall constitute the following components: -

10.1.1. Documentary evidence established in accordance with ITB 10 that the material and equipment to be utilized by the Bidder for the executions of works are eligible material and equipment and conform to the Bidding Documents;

10.1.2. Documentary evidence established in accordance with ITB 11 that the bidder has been authorized to carry out the Construction works;

10.1.3. Documentary evidence established in accordance with ITB 11 that the bidder is eligible and/or qualified for the subject bidding process;

10.1.4. Form of Bid and Bid Prices completed in accordance with ITB 12 and 13;

10.1.5. Completed schedules as required, including priced Bill of Quantities in accordance with ITB 13.

10.1.6. Technical Proposal completed in all aspects in accordance with ITB-15.

10.1.7. Bid security or Bid Securing Declaration furnished in accordance with ITB 17;

10.1.8. Any other document required in the BDS.

10.2. In addition to the requirements, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.

10.3. The bidder shall furnish, as part of its bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the bidding documents for all material, equipment and works which the bidder proposes to execute.

10.4. The documentary evidence of conformity of the material, equipment and works to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

10.4.1. a detailed description of the work methodology, approach, schedule and resources to be mobilized at site;

10.4.2. an item-by-item commentary on the Procuring agency/Employer's Technical Specifications demonstrating substantial responsiveness of the material, equipment and works to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;

10.4.3. any other procurement specific documentation requirement as stated in the BDS.

10.5. The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.

11. Documents Establishing Eligibility and Qualification of the Bidder

11.1. 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 bid shall establish to the satisfaction of the Procuring agency/Employer 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 qualification to perform the contract if its bid is accepted shall establish to the satisfaction of Procuring agency/Employer that:

11.3.1. The bidder has the financial and technical capability necessary to perform the Contract, meets the qualification criteria specified in Section-V, Evaluation and Qualification Criteria and BDS.

11.3.2. In the case of a bidder not doing business within Pakistan, the bidder is or will be (if awarded the contract) represented by a local bidder (Joint Venture) in accordance with the PEC works bylaws, and in case of award of works such foreign firm is required to participate in the execution of works to carry out its obligations as prescribed in the Conditions of Contract and /or Technical Specifications.

11.3.3. That the bidder meets the qualification criteria listed in Section-V, Evaluation and Qualification Criteria and BDS.

12. Forms of Bid

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

13. Bid Prices

13.1. The bid prices quoted by the bidder in the Standard bid Forms, Bill of Quantities and in the Price Schedules shall conform to the requirements specified below or exclusively mentioned hereafter in the bidding documents.

13.2. The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items in the Bill of Quantities and will not be paid for separately by the Procuring agency/Employer.

13.3. Items not listed in the Price Schedule shall be assumed not to be included in the bid, and provided that the bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s):

Provided that:

13.3.1. where there is only one (substantially) responsive bidder, or

13.3.2. where there is provision for alternate proposals and the respective items are not listed in the other bids,

The Procuring agency/Employer may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.

13.4. The Bid price to be quoted in the Form of Bid in accordance with ITB 12 shall be the total price of the bid.

13.5. Unless otherwise specified in the BDS and the Contract, the rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the

Conditions of Contract.

13.6. If so specified in ITB 1.1, bids may be invited for individual lots (contracts) or for any combination of lots (packages).

13.7. Prices quoted by the Bidder shall be fixed during the bidder's performance 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, pursuant to ITB 27, unless otherwise price adjustment is permissible under Conditions of the Contract.

13.8. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the bidder.

14. Currencies of Bid and Payment

14.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS. Comparison of bids and tie of bid shall be treated in accordance with the Rule 30(2) of Public Procurement Rules, 2004.

15. Documents Comprising the Technical Proposal

15.1. The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section VII – Standard Bid Forms, in sufficient detail to demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.

16. Bid Validity Period

16.1. Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring agency/Employer. A bid valid for a shorter period shall be rejected by the Procuring agency/Employer 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.

16.2. Under exceptional circumstances, prior to the expiration of the initial Bids/Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids/Bid. Such request for extension of the period of bid validity shall be carried out in accordance with Rule 26 of the Public Procurement Rules, 2004.

17. Bid Security or Bid Securing Declaration

17.1. Pursuant to ITB 11.1 unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, a Bid Security in accordance with Rule 25 of the Public Procurement Rules, 2004 in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section VII (Standard Bidding Forms).

In case Procuring agency/Employer is inviting bids in lots / packages, the bidder shall be required to submit his bid security against the respective lot/ package for which he is submitting his bid.

Until the development of functionality of auto verification of financial instrument in EPADS, the scanned copy of bid security or bid securing declaration, as the case may be, shall be uploaded on E-PADS whereas the original instrument to be submitted to the procuring agency before closing of bid submission deadline,

17.2. The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the **BDS** which shall be in any of the following:

17.2.1. A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring agency/Employer and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the bidder;

17.2.2. A cashier's or certified cheque; or

17.2.3. Another security as indicated in the **BDS**.

17.3. The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Section VII (Standard Bidding Forms) or another form approved by the Procuring agency/Employer prior to the bid submission.

17.4. The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in ITB 17.9 are invoked.

17.5. Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 17.1 or 17.3 shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to ITB 27.

17.6. Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to ITB 16. The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

17.6.1. The expiry of the Bid Security;

17.6.2. The entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Bidding documents;

17.6.3. The rejection by the Procuring agency/Employer of all Bids;

17.6.4. The withdrawal of the bid prior to the deadline for the submission of bids, unless the bidding documents stipulate that no such withdrawal is permitted.

17.7. The successful bidder's Bid Security will be discharged upon the bidder signing the contract pursuant to ITB 40, or furnishing the performance security (or guarantee), pursuant to ITB 41.

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

17.8.1. if a Bidder:

17.8.1.1. Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on the Form of Bid except as provided for in ITB 16.2; or

17.8.2. In the case of a successful bidder, if the bidder fails:

17.8.2.1. to sign the contract in accordance with ITB 40; or

17.8.2.2. to furnish performance security (or guarantee) in accordance with ITB 41.

17.9. In case of Bid Security issued by the foreign bank is allowed by the Procuring agency/Employer, the same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in the name of Joint venture to ensure joint responsibility. In case the JV is not legally constituted at the time of bid submission, the bid security or bid securing declaration shall be in the names of all future members as named in the letter of bid.

18. Withdrawal of Bids

18.1. Before bid submission deadline, any bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding must accompany the respective written notice.

19. Format and Signing of Bid

19.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before bid submission deadline.

D. SUBMISSION OF BIDS

20. Submission of Bids through EPADS v2.0

20.1. All bids shall be submitted through EPADS v2.0.

21. Deadline for Submission of Bids

21.1. All bids shall be received through **EPADS v2.0** not later than bid submission deadline as specified in the **BDS**.

21.2. The Procuring agency/Employer may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids, pursuant to Rule 27 of the Public Procurement Rules, 2004. Extension of Time for submission of bid, by amending the Bidding Documents in accordance with ITB 7, in which case all rights and obligations of the Procuring agency/Employer and bidders previously subject to the deadline will thereafter be subject to the new deadline.

22. Substitution and Modification of bids

22.1. A bidder may substitute or modify his bid after it has been submitted, provided that written notice of the substitution or modification of the bid, is received by the Procuring agency/Employer prior to the deadline for submission of bids.

22.2. Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in **ITB 18**.

E. OPENING AND EVALUATION OF BIDS

23. Opening of Bids

23.1. The Procuring Agency will open bids in accordance with Rule 28 of the Public Procurement Rules, 2004 and as specified in the BDS.

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 persons not officially concerned with such process until the time of the announcement of the respective evaluation report.

25. **Clarification of Bids**

25.1. Clarification of Bidding Documents shall be carried out in accordance with Rule 31 of the Public Procurement Rules, 2004.

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

- 25.2.1. evaluation & qualification criteria;
- 25.2.2. required scope of work;
- 25.2.3. contract price;
- 25.2.4. all securities requirements;
- 25.2.5. tax requirements;
- 25.2.6. terms and conditions of bidding documents.
- 25.2.7. change in the ranking of the bidder

26. **Preliminary Examination of Bids**

26.1. Prior to the detailed evaluation of bids, the Procuring agency/Employer will determine whether each bid:

- 26.1.1. meets the eligibility criteria defined in **ITB 3** and **ITB 4**;
- 26.1.2. has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents;
- 26.1.3. has been properly signed;

26.1.4. is accompanied by the required securities; and

26.1.5. is substantially responsive to the requirements of the bidding documents.

The Procuring agency/Employer's determination of a bid's substantial responsiveness will be based on the contents of the bid itself.

26.2. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -

26.2.1. affects in any substantial way the scope, quality, or performance of the Works;

26.2.2. limits in any substantial way, inconsistent with the bidding documents, the Procuring agency/Employer's rights or the bidders' obligations under the Contract; or

26.2.3. if rectified, would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3. The Procuring agency/Employer will confirm that the documents and information specified under ITB 9, 10 and 11 have been provided in the bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.

26.4. The Procuring agency/Employer may waive-off any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the works. The Procuring agency/Employer either shall give the bidder an opportunity to cure any deficiency resulting from a minor

informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring agency/Employer. Examples of minor informalities or irregularities include failure of a bidder to –

26.4.1. Submit the number of copies of signed bids required by the invitation;

26.4.2. Furnish required information concerning the number of its employees;

26.4.3. the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.

26.5. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer may request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the bidder to comply with the request may result in the rejection of its bid.

26.6. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.

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

27. Examination of Terms and Conditions; Technical Evaluation

27.1. The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the **GCC** and the **PCC** have been

accepted by the bidder without any material deviation or reservation.

For this purpose:

“Deviation” means departure from the requirements specified in the Bidding Document.

“Reservation” means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.

27.2. The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with ITB 30, to confirm that all requirements specified in Section VI – Works Requirement, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.

27.3. If after the examination of the terms and conditions and the technical evaluation, the Procuring agency/Employer determines that the bid is not substantially responsive in accordance with ITB 27, it shall reject the bid.

28. Correction of Arithmetic Errors

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

28.1.1. if there is a discrepancy between unit prices and the sub-total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the sub-total price shall be corrected, unless in the opinion of the Procuring agency/Employer 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;

28.1.2. 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

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

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

28.2. The amount stated in the Bid will, be rectified by the Procuring agency/Employer in accordance with the above procedure for the correction of errors and, with, the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, its bid shall be rejected after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with **ITB 41.3**.

29. Conversion to Single Currency

29.1. The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works from outside the Procuring agency/Employer's country (referred to as the "Foreign Currency Requirements") shall indicate the same in the letter of bid-financial proposal. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid. Comparison of bids quoted in different currencies and conversion of bids into a single currency shall be carried out in accordance with Rule 30(2) of the Public Procurement Rules, 2004.

30. Evaluation of Bids

30.1. The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to **ITB 27**.

30.2. In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the BDS

and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.

30.3. The Procuring agency/Employer's evaluation of a bid will take into account:

30.3.1. 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;

30.3.2. converting the amount resulting from applying above, if relevant, to a single currency in accordance with ITB 29;

30.4. 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.

30.5. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a single 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**.

30.6. If the bid, which results in the Evaluated Bid Price (Successful Bid), is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

Explanation:

"Unbalanced" or "front-loaded" bids consist of deliberately submitting bids with artificially high prices or unit rates for the early stages of a construction project, offset by artificially low prices or unit rates for the later stages of the project, to improve the contractor's cash flow.

31. Domestic Preference

31.1. If the **BDS** so specifies, the Procuring agency/Employer will grant a margin of preference to the domestic contractor in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.

32. Determination of Successful Bid

32.1. The Procuring agency/Employer shall compare the evaluated bids in accordance with the predefined bidding procedure, of all substantially responsive bids to determine the Successful bidder.

33. Qualification of Bidder

33.1. The Procuring agency/Employer shall determine to its satisfaction whether the bidder is substantially responsive and whose bid is declared as Successful bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Evaluation and Qualification Criteria.

Note: In case of international bidding, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.

33.2. The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 11**.

33.3. Prior to contract award, the Procuring agency/Employer will verify that the successful bidder (including each member of a JV) is not blacklisted/debarred. The Procuring agency/Employer will conduct the same verification for each sub-contractor proposed by the successful bidder.

34. Sub-Contractors

34.1. The bidder shall provide details regarding any specialized sub-contractor to the Procuring agency/Employer. In case change of sub-contractors, the bidder shall promptly notify the Procuring agency/Employer and obtain approval for replacement of sub-contractors.

34.2. Bidders may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the **BDS**.

35. **Abnormally Low Financial Bid**

35.1. A procuring Agency may reject abnormally low bids. The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned. Moreover, the Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid

Guidance for Procuring agency/Employer:

An abnormally low bid means, in the light of the Procuring agency/Employer's estimate and of all the bids submitted, the bid appears to be abnormally low by not providing a margin for normal levels of profit. In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:

35.1.1. Comparing the bid price with the cost estimate;

35.1.2. Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and

35.1.3. Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.

35.2. The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB 11**

35.3. The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 11**, as well as such other information as the Procuring agency/Employer deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders' qualifications.

35.4. Procuring agency/Employer may seek “Certificate for Independent Price Determination” from the bidder and the results of reference checks may be used in determining award of contract.

Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.

35.5. An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder’s bid, in which event the Procuring agency/Employer will proceed to the next ranked bidder to make a similar determination of that bidder’s capabilities to perform satisfactorily.

F. AWARD OF CONTRACT

36. Criteria of Award

36.1. Subject to **ITB 36 and 37**, the Procuring agency/Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has been declared as Successful Bidder, provided that such bidder has been determined to be:

36.1.1. eligible in accordance with the provisions of **ITB 3**;

36.1.2. is determined to be qualified to perform the Contract satisfactorily;
and

36.1.3. Successful negotiations have been concluded, if any.

37. Negotiations

37.1. The Committee of the Procuring agency/Employer may negotiate with the Most Advantageous Bidder relating to the following areas:

37.1.1. a minor alteration to the technical (drawings, design technical specifications) details of the statement of works;

37.1.2. Methodology, work plan, staffing in view to streamline the work;

37.1.3. a minor amendment to the Particular conditions of Contract;

37.1.4. finalizing payment arrangements;

37.1.5. clarifying details that were not apparent or could not be finalized at the time of Bidding;

37.2. Where negotiation fails to result into an agreement, the Procuring agency/Employer may invite the next ranked bidder for negotiations. Where negotiations are commenced with the next ranked bidder, the Procuring agency/Employer shall not reopen earlier negotiations.

38. Procuring agency's Right to reject All Bids

38.1. The procuring agency has the right to reject all bids in accordance with Rule 33 of the Public Procurement Rules, 2004. However, the Authority (i.e. **PPRA**) may call from the Procuring agency/Employer the justification of those grounds.

39. Notification of Award

39.1. The procuring agency shall announce and publish the evaluation result in accordance with Rule 35 of the Public Procurement Rules, 2004.

39.2. Where no complaints have been lodged, the bidder whose bid has been accepted will be notified of the award by the Procuring agency/Employer prior to expiration of the bid validity period through EPADS. However, the Procuring agency/Employer shall not award any procurement contract at least for five (05) days after the announcement of final evaluation report. The notification letter (herein after and in the condition of the contract and contract form called "Letter of Acceptance" will specify the sum that the Procuring agency/Employer will pay the successful bidder in consideration for the execution and completion of the

works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

39.3. The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with **ITB 41** and signing of the contract in accordance with **ITB 40**.

39.4. Upon the successful bidder's furnishing of the performance security (or guarantee) pursuant to **ITB 41**, the Procuring agency/Employer will promptly notify each unsuccessful bidder, the name of the successful bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the bidder(s) pursuant to **ITB 17**.

40. Signing of Contract

40.1. Promptly after notification of award, Procuring agency/Employer shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.

40.2. Immediately after the Redressal of grievance by the **GRC**, and after fulfillment of all conditions precedent of the Contract Form, the successful bidder and the Procuring agency/Employer shall sign the contract.

40.3. Where no formal signing of a contract is required, work order issued to the bidder shall be construed to be the contract.

41. Performance Security (or Guarantee)

41.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring agency/Employer a Performance Guarantee in the amount and in the form stipulated in the BDS and PCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

41.2. If the Performance Guarantee is provided by the successful bidder and it shall be in the form specified in the BDS which shall be in any of the following:

41.2.1. certified cheque, cashier's or manager's cheque, or bank draft;

41.2.2. irrevocable letter of credit issued by a scheduled bank of Pakistan or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a scheduled bank of Pakistan;

41.2.3. bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign bidder, bonded by a foreign bank; or

41.2.4. surety bond callable upon demand issued by any reputable surety or insurance company.

Any Performance Guarantee submitted shall be enforceable in Pakistan.

41.3. Failure of the Most Advantageous Bidder to comply with the requirement of **ITB 40** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or declare blacklisted (in case bid securing declaration is submitted) in which event the Procuring agency/Employer may make the award to the next most advantageous bidder or reinitiate the procurement process afresh (as a case may be).

42. **Advance Payment**

42.1. Advance payment will be provided to the bidder in percentage and in the manner as agreed by the both parties in terms of Conditions of the Contract.

42.2. The Procuring agency/Employer will provide an advance payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated and/or Conditions of the Contract. The advance payment request shall be accompanied by an advance payment security (guarantee) in the form provided in Section X. For the purpose of receiving the advance payment, the bidder shall make and estimate of, and include in its bid, the expenses that will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring agency/Employer's "**Notice to Commence**" as specified in the **PCC**.

43. General Performance of the Bidders

43.1. The Procuring agency/Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts / works. The Procuring agency/Employer may seek information / report from the previous employer for consideration. However, the Procuring agency/Employer shall incorporate such parameters in the evaluation criteria and accordingly decide the fate of the bid submitted.

44. Corrupt & Fraudulent Practices

44.1. Procuring agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/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

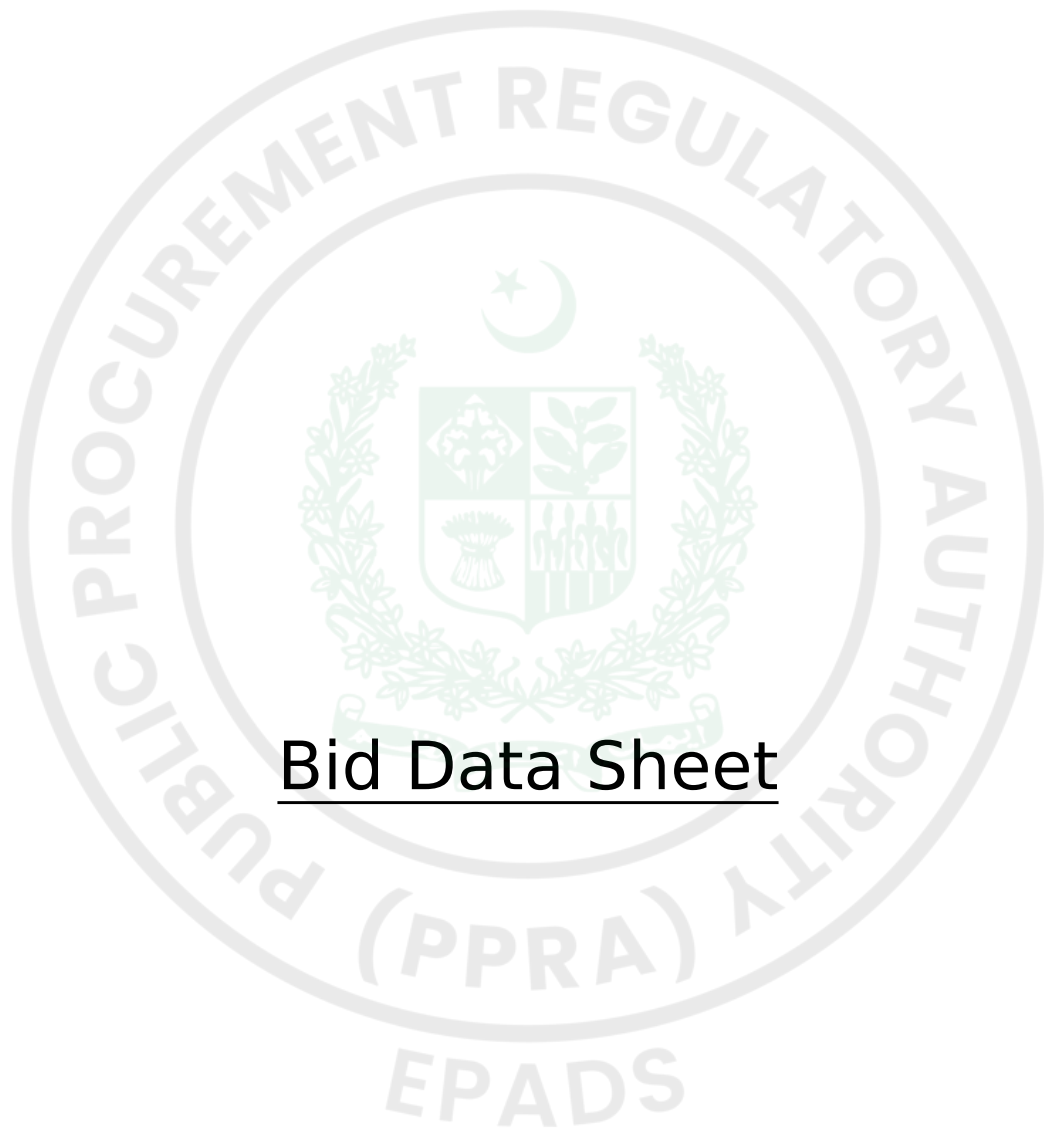
45. Grievance Redressal

45.1. Grievance Redressal shall be carried out in accordance with Rule 48 of the Public Procurement Rules, 2004 i.e. Redressal of grievances by the procuring agency and "Redressal of Grievances Regulations 2021".

H. MECHANISM OF BLACKLISTING

46. Mechanism of Blacklisting

46.1. The Procuring agency/Employer shall proceed Blacklisting of Bidders/Contractors in accordance with Rule 19 of the Public Procurement Rules, 2004 i.e. Blacklisting and "Blacklisting and Debarment of Bidders or Contractors Regulations 2024.



Bid Data Sheet

Bids Data Sheet (BDS)

The following specific data for the procurement of Goods 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		
1	1.1	Name of Procuring Agency: SNGPL Head Office (Sui Northern Gas Pipelines Limited (SNGPL)) The subject of procurement is: Supply and Installation of 06 No. Cooling Coils of AHUs at 2nd, 3rd and 4th Floor Head Office Building (Replacement of old Cooling Coils) Expected commencement date: Tuesday, December 15, 2026
2.	2.1	Financial year for the operations of the Procuring Agency: 2026-27 Name and identification number of the Contract: P121789
3.	3.1	JV/Consortium or Association Allowed: No Number of JV/Consortium Members: Nil
B. Bidding Documents		

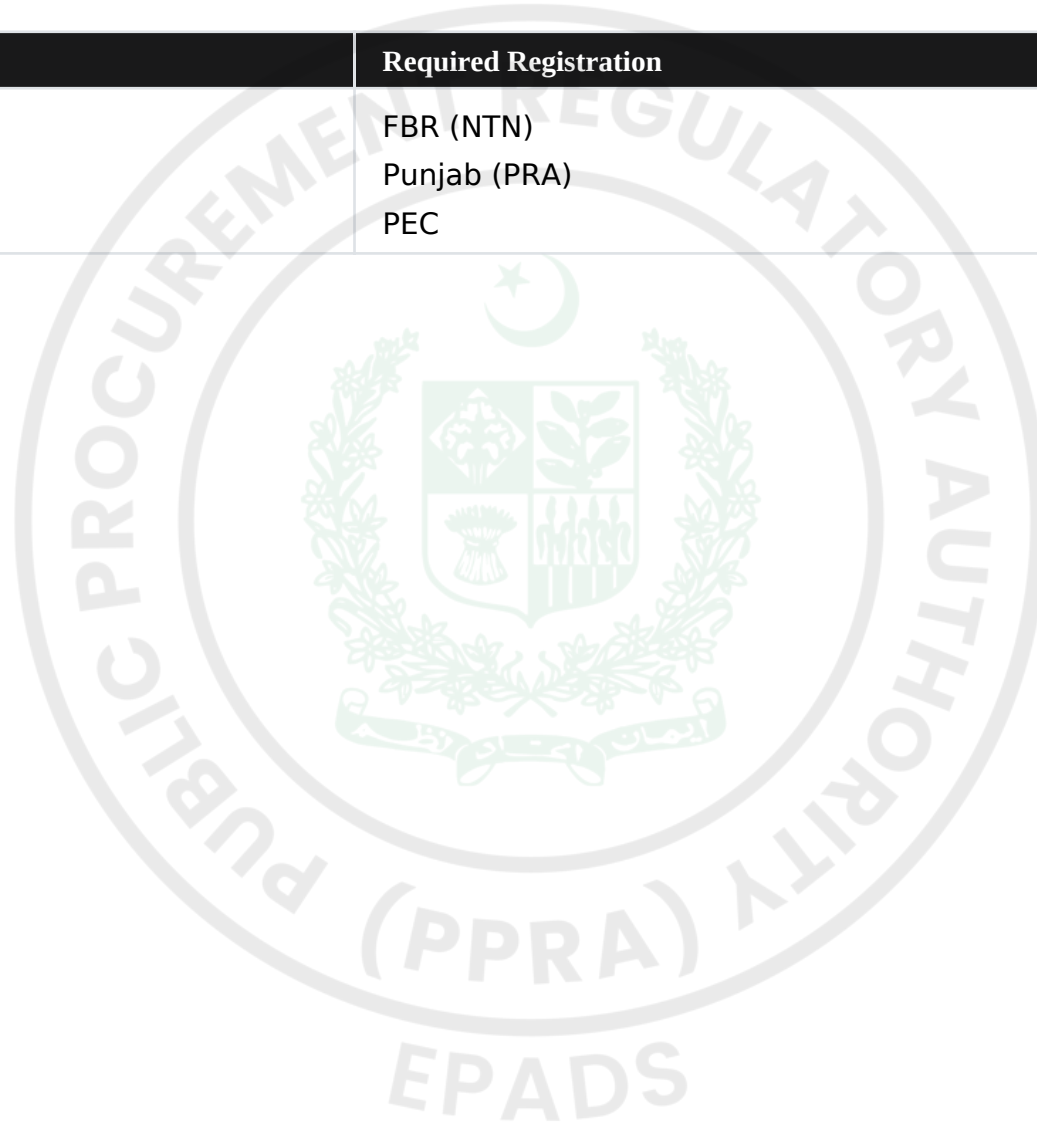
4.	6.2 & 6.4	The Bidders may seek clarifications through EPADS v2.0 : Clarification Date: Wednesday, September 30, 2026
5.	7.2	Any addendum, in case issued, shall be published on SNGPL Head Office (Sui Northern Gas Pipelines Limited (SNGPL)) website and on EPADS v2.0 .
C. Preparation of Bids		
6.	8.1	List of documents required along with the bid: No
7.	9.1	The qualification criteria to establish the supply / production capability of the bidder. <i>see Eligibility Criteria</i>
8.	11.2	Works and Their related documents: <i>See section Required Scope of Work</i>
9.	11.1	Price schedule will be provided according to the format defined and acquired. <i>see section price schedule.</i>
10.	11.4	Specifications: <i>see section of specifications.</i>
11.	11.5 & 13.5	The price shall be Fixed . The bid price shall be adjusted in accordance with Appendix provided – Formula for Price Adjustment.
12.	14.1	Currency of the Bids shall be : PKR

13.	16.1	The Bids/Bid Validity period shall be: 117 Days
14.	17.1	The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in BDS 6
15.	17.2	The Bid Security shall be in the form of:
16.	15.1	Alternative Bids to the requirements of the bidding documents willnot be permitted.
D. Submission of Bids		
17.	18.1 & 21.1	Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following; Gas House, 21-Kashmir Road., 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: Thursday, October 8, 2026 12:00 PM
E. Opening and Evaluation of Bids		
18.	24.1	The Bids opening shall take place on EPADS v2.0. Day : Thursday Date:October 08, 2026 Time : 12:30 PM

19.	30.2	Selection technique adopted will be: Least Cost Based Selection (LCBS) <i>see Evaluation Criteria</i>
F. Award of Contract		
20.	41.1 & 41.2	The Performance guarantee shall: 0% . The Performance Guarantee shall be acceptable in the form of: Nil
21.	45.1	Arbitrator shall be appointed by mutual consent of the both parties.
G. Review of Procurement Decisions		
22.	37	Grievance against this procurement shall be submitted online on EPADS v2.0.

Eligibility Criteria

Bidder's Type	Required Registration
Any	FBR (NTN) Punjab (PRA) PEC



Evaluation Criteria

Least Cost Based Selection (LCBS)

Weightage

Technical Evaluation %	
100	
Technical Marks	1
Passing Marks	1
Technical Evaluation	
As per Tender Documents (Qualitative)(Doc Required)	1

Jobs/Lots

Jobs Without Lots :

Job	Delivery Schedule	Quantity	Bid Security
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Supply and Installation of 06 No. Cooling Coils of AHUs at 2nd, 3rd and 4th Floor Head Office Building (Replacement of old Cooling Coils)	Address: Gas House, 21-Kashmir Road., Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). Schedule: 60 Days Quantity: 6/Qty	6/Qty	180000 PKR
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Related Services :

No



Work Specifications and Market Rates

Jobs Without Lots :

Job: Supply and Installation of 06 No. Cooling Coils of AHUs at 2nd, 3rd and 4th Floor Head Office Building (Replacement of old Cooling Coils)

Specifications / Requirements:

Sr. No	Ref. No.	Description	Unit	Qty	Rate		Amount
1	1	Cooling Coils	No.	6	1500000	(Rupees Nine Million Only)	9000000
						GRAND TOTAL:	Rs9,000,000.00

Scope of Work

As per Tender Documents



Price Schedule

For Individual Jobs

#	Job 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.

5.2. A {DOCUMENTS}

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.

29.2. A {INSPECTION}

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

Number of GC Clause 1

Definitions

The Procuring Agency is: SNGPL Head Office (Sui Northern Gas Pipelines Limited (SNGPL)), Technical Officer Incharge Gas House, 21-Kashmir Road., Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).

The Supplier is:

The title of the subject procurement is: Supply and Installation of 06 No. Cooling Coils of AHUs at 2nd, 3rd and 4th Floor Head Office Building (Replacement of old Cooling Coils)

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:

SNGPL Head Office (Sui Northern Gas Pipelines Limited (SNGPL)), Technical Officer Incharge Gas House, 21-Kashmir Road., Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).

+92-312-448-3499

siddique.kayani@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:

SNGPL Head Office (Sui Northern Gas Pipelines Limited (SNGPL)), Technical Officer Incharge
Gas House, 21-Kashmir Road., Lahore City, Lahore (District), Lahore Division (Division), Punjab
(Province).

+92-312-448-3499

siddique.kayani@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 Goods 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 goods or services due to a conflict of a nature described in Clause GCC 17.

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 **0.20%** 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 **0%** of the contract price in acceptable form of **Nil**

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 28

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 29

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.

Inspections & Tests Requirements

For being Brand New, bearing relevant reference numbers of the equipment (Certificate from supplier)

For Physical Fitness having No Damages (Certificate from supplier)

For the Country of Origin as quoted by the Supplier (Certificate from manufacturer)

For conformance to specifications and performance parameters, through Prior to delivery inspection (Inspection Report by Procurement Committee / Inspection Team)

For successful operation at site after complete installation, testing and commissioning of the equipment (Installation, Testing and Commissioning Report by Procurement Committee / Inspection Team)

Delivery & Documents

Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;

Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;

Copies of the packing list identifying contents of each package;

Insurance Certificate;

Manufacturer's or Supplier's Valid Warranty Certificate;

Inspection Certificate issued by the Nominated Inspection Agency (if any), and the Supplier's Factory Inspection Report;

Certificate of Origin.

The above documents would be required even if the equipment has already been imported and is available with the supplier ex-stock

Number of GC Clause 31

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... (full clause unchanged)
- ii. At future of negotiation the dispute shall be resolved through mediation...
- iii. At failure of mediation, arbitration under Arbitration Act 1940...
- iv. Cost sharing equally...
- v. Proceedings may commence before/after completion...

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder shall be referred to arbitration under the laws of Pakistan including Arbitration Act 1940.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place shall be Islamabad. The award shall be final and binding.



Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.: **P121789**

To: **SNGPL Head Office (Sui Northern Gas Pipelines Limited (SNGPL)), Technical Officer Incharge Gas House, 21-Kashmir Road., 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 **SNGPL Head Office (Sui Northern Gas Pipelines Limited (SNGPL)), Technical Officer Incharge Gas House, 21-Kashmir Road, 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., **Supply and Installation of 06 No. Cooling Coils of AHUs at 2nd, 3rd and 4th Floor Head Office Building (Replacement of old Cooling Coils) (P121789)** 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.

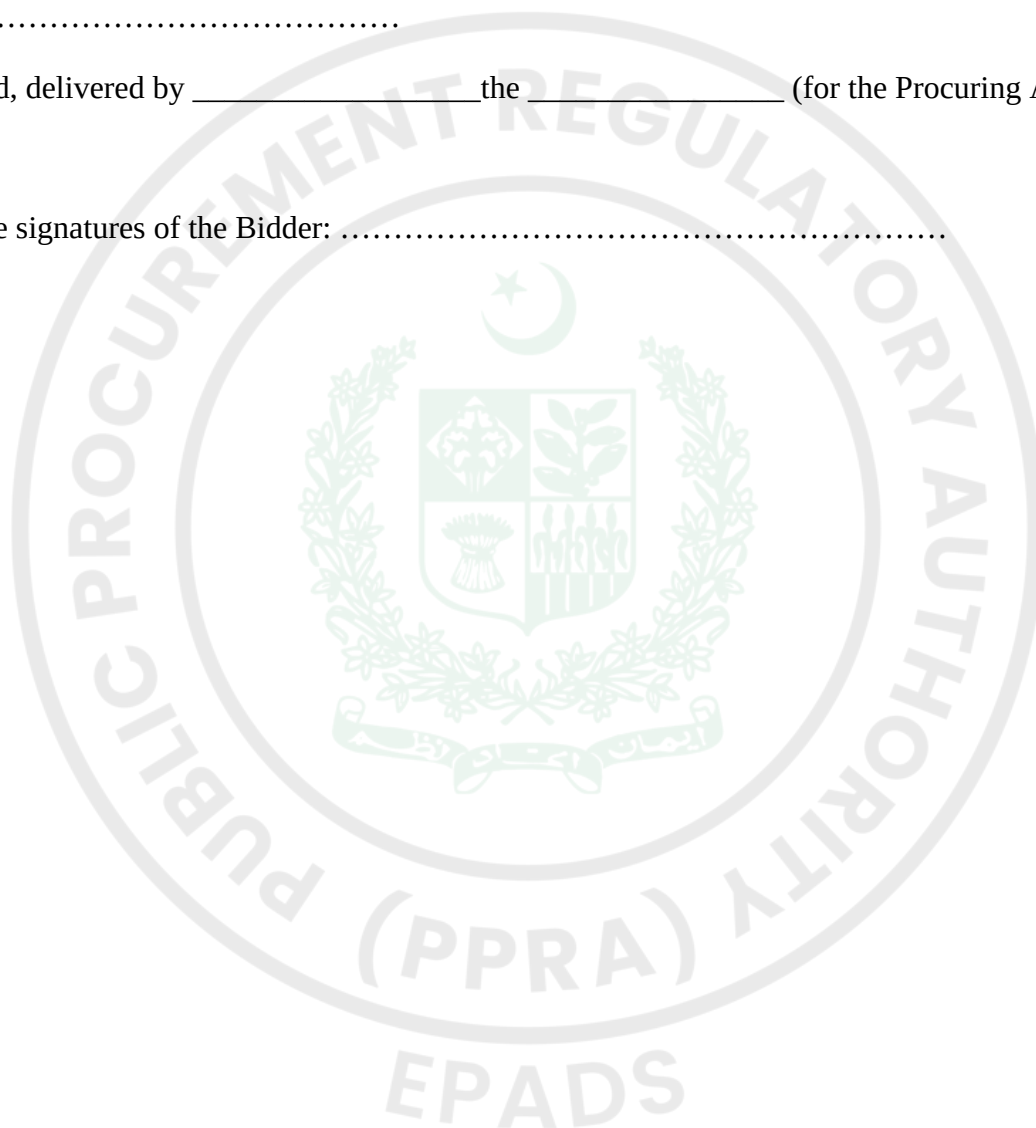
Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

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: **SNGPL Head Office (Sui Northern Gas Pipelines Limited (SNGPL)), Technical Officer Incharge Gas House, 21-Kashmir Road., 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

Title Page

Information (Read-Only)

See Form Under Additional Forms and Documents: **Title Page** (page number: 76)

Appendix -A

Information (Read-Only)

See Form Under Additional Forms and Documents: **Appendix -A** (page number: 79)

Bid Sheet

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Bid Sheet** (page number: 81)

Form Agreement

Information (Read-Only)

See Form Under Additional Forms and Documents: **Form Agreement** (page number: 87)

Form of Tender

Information (Read-Only)

See Form Under Additional Forms and Documents: **Form of Tender** (page number: 90)

General Terms & Conditions

Information (Read-Only)

See Form Under Additional Forms and Documents: **General Terms & Conditions** (page number: 93)

HSE Statement

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **HSE Statement** (page number: 102)

Integrity Pact

Information (Read-Only)

See Form Under Additional Forms and Documents: **Integrity Pact** (page number: 109)

Payment Schedule and List of Manufacturers

Information (Read-Only)

See Form Under Additional Forms and Documents: **Payment Schedule and List of Manufacturers** (page number: 112)

Special Conditions

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Special Conditions** (page number: 124)



Procurement Forms

Financial Resources

See Form Under Additional Forms and Documents: **Financial Resources** (page number: 130)

Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 131)

Historical Contract Non-Performance, and Pending Litigation and Litigation History

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 132)

Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 134)

Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 135)

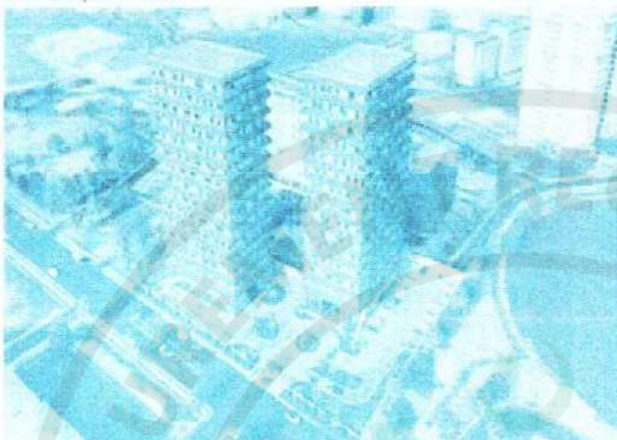
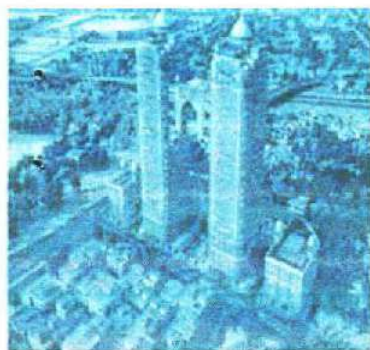
Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 137)





Additional Forms and Documents



1 Sui Northern Gas Pipelines Limited (SNGPL)

"Design and Preparation of
Tender Document Including Site Investigations"

TENDER DOCUMENTS

For

Supply and Installation Of 6 No. Cooling Coils of AHUs At 2nd, 3rd And 4th Floor Head
Office Building (Replacement of Old Cooling Coils)

July - 2026



Head Office:

C-3, Jhelum Block, Green Fort-II, Lahore.
Phone: +92 42 35450914-15
Fax: +92 42 35450916,
Email: arslan@asiancon.com

Islamabad:

Karachi:

Peshawar:

Office No. 21, 2nd Floor, 44-Zaki Centre,
I-8 Markaz, Islamabad.

Office No. 410, 4th floor, Business Avenue, PECHS,
Block-6, Main Shahrah-e-Faisal, Karachi.

Syed's Tower, Office No. 1, 4th Floor, Opposit to
Custom House, University Road, Peshawar.





Quality Control Sheet



QUALITY CONTROL SHEET				
DOCUMENT	Tender Documents for Supply and Installation Of 6 No. Cooling Coils of AHUs At 2 nd , 3 rd And 4 TH Floor Head Office Building (Replacement of Old Cooling Coils)			
PROJECT	"Design and Preparation of Tender Document Including Site Investigations"			
CODE	P22-185			
AUTHOR				
	15.07.2026			
VERIFIED				
	16.07.2026			
RECIPIENT	Sui Northern Gas Pipelines Limited (SNGPL)			
NOTES				

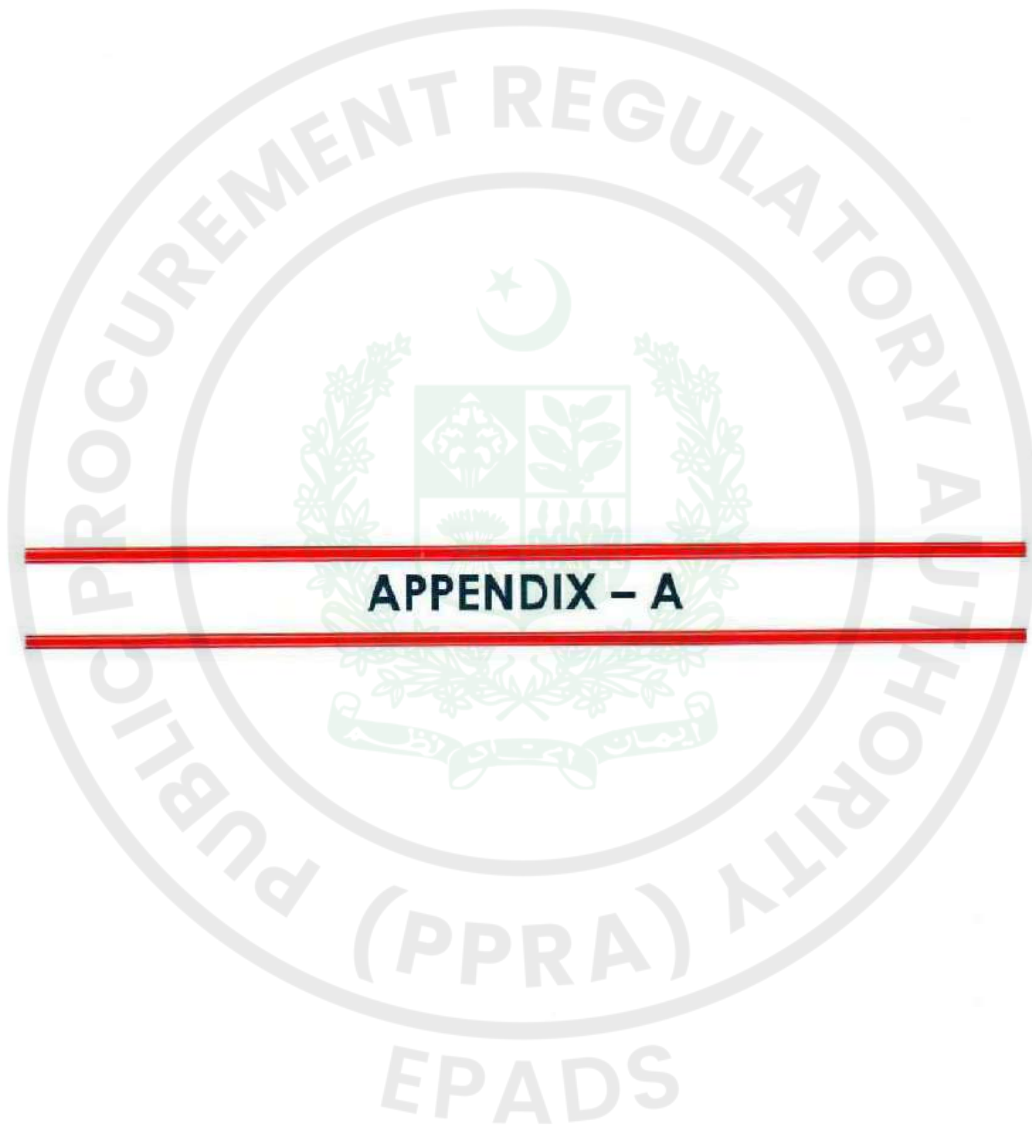




Table of Contents

Contractor HSE Statement.....	1
Form of Tender	8
Form of Agreement.....	11
Appendix – A	14
Special Conditions.....	17
Integrity Pact	23
General Terms & Conditions	26
Existing Site Conditions & Proposed Methodology	35
Specification to be Adopted and list of approved manufacturers/vendors	37
Approved Sample of Performance Bond/Guarantee	40
Special Clauses	43
Schedule of Payment	45
Bid Sheet.....	47
Bill of Quantities (BOQ).....	49





APPENDIX – A





APPENDIX - A

1	Earnest Money/Bid Security	Rs. 180,000/- Rupees (Must be submitted at the office of incharge (Civil), Civil Construction Department, 2 nd Floor, Gas House 21 Kashmir Road Lahore in hard form.
2	Amount of Performance Bond or Guarantee	Ten Percent (10%) of the amount mentioned in the acceptance letter/work order (accepted amount) to be submitted within 15 days of issuance of work order issued by SNGPL approved Insurance Company
3	Validity of Performance Bond or Guarantee	Till satisfactory completion of maintenance period.
4	Validity Period of Bid	120 days from the date of opening of Tender
5	Time for Completion	Two (02) Months for whole of the project including Mobilization Period of 15 days
6	Amount of Liquidated Damages	0.2% of the accepted amount/final cost of project per day for each day of delay
7	Limit of Liquidated Damages	10% of the total accepted amount or final cost of the project
8	Period of Maintenance	Eighteen (18) Months after issuance of completion certificate
9	Percentage of Retention Money	Ten percent (10%) of gross amount of each running bill
10	Limit of Retention Money	Five percent (05%) of FPC Amount
11	Payment of Retention Money	After successful completion of maintenance period and/or satisfactory rectification of all defects/deficiencies pointed out during maintenance period
12	Time within which payment to be made after Certification	Sixty (60) working days of SNGPL Head Office
13	Mode of Payment	The Partial payments (PPC's) shall be processed on submission of claims by the contractor on completion of any work order activity (s) as per

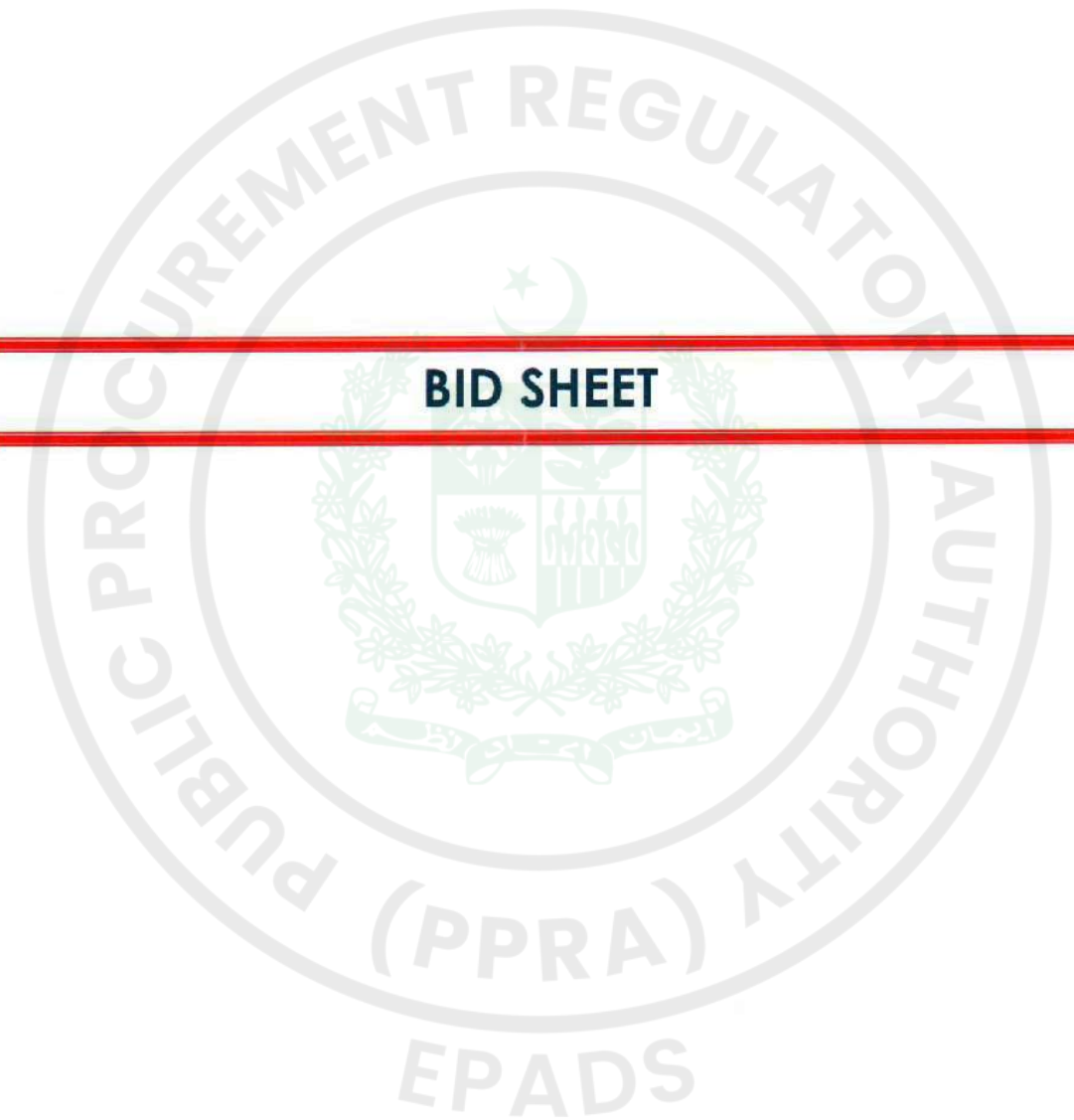
Appendix - A



15



BID SHEET





BID SHEET





BILL OF QUANTITIES (BOQ)



SUI NORTHERN GAS PIPELINES LIMITED (SNGPL)

**Supply and Installation Of 6 No. Cooling Coils of AHUs At
2nd,3rd And 4TH Floor Head Office Building (Replacement of
Old Cooling Coils)**

Cost Estimate

General Abstract of Cost

Sr. No	Description	Amount Rs.
1	HVAC Works	
	GRAND TOTAL AMOUNT	



SUPPLY & INSTALLATION OF 6 NO. COOLING COILS OF AHUs AT 2ND, 3RD AND 4TH FLOOR HEAD OFFICE BUILDING (REPLACEMENT OF OLD COOLING COILS)

BID SHEET

SR.NO.	DESCRIPTION	UNIT	QTY	RATE (RS.)	AMOUNT (RS.)
1	HVAC works (Cooling Coils for AHUs) as per specifications/scope of work given below.				
2	Supply and Installation of 6 No's Cooling Coils for AHU No 1&2 at 2nd, 3rd & 4th Floor SNGPL Head Office Kashmir Road Lahore make AHU TRANE. Cooling Coil Specifications & Scope of Work as under:				
		Nos.	6		
	Coil length side plate to side plate	80.5" = 2044.7 mm			
	Coil height bottom plate to top plate	30" = 762 mm			
	Coil thickness plate to plate	7.5" = 19.5 mm			
	Coil rows	6			
	Coil Tube Copper	5/8" = 15.87 mm			
	Coil Tube Gauge	22 = 0.87 mm			
	Coil header supply/return	2.5"			
	Coil header connection flange type	2.5" x 6"			
	Coil FPI	12			
	Coil center support	Yes			
	Coil connection from filter side	Right side from filter side			
	Scope of Work for the replacement of cooling coils for AHU: 1. Remove the existing installed cooling coil from base plate and place at decided area. 2. All rusted portion de-rusting and apply Red Oxide primer and finally one coat of Silver enamel. 3. Blower housing and blower properly De-rusting and paint with all respect. 4. Drain tray replaced as per existing measurement. 5. Installed the new coil with PVC flexible connection. 6. Motor Wiring properly fixed with PVC flexible connection. 7. AHU inside panels paint with rubber paint. 8. Filter section properly clean and fix with rubber tape.				
AMOUNT					
NET AMOUNT (INCLUDING PST)					





**Supply and Installation Of 6 No. Cooling Coils of AHUs At 2nd, 3rd And 4th Floor
Head Office Building (Replacement of Old Cooling Coils)**





FORM OF AGREEMENT





FORM OF AGREEMENT

This AGREEMENT made on _____ day of _____ 2025
between _____

_____ (hereinafter called "The
Employer") of the one part and _____
(hereinafter called "The Contractor") of the other part.

Whereas the Employer is desirous that certain Works should be constructed
viz. _____ and has accepted a
Tender by the Contractor for the construction completion and maintenance of such
Works.

NOW THIS AGREEMENT WITNESSED as follows:

1. in this Agreement words and expressions shall have the same meaning as are
respectively assigned to them in the Condition of Contract herein after
referred to.
2. the following documents shall be deemed to form and be read and
construed as part of this Agreement viz:
 - a) the said Agreement and Tender Documents
 - b) the Drawings and further drawings
 - c) the Specific Specification
 - d) the Bid Sheet and mode of Payment
 - e) the Letter of Acceptance
 - f) the correspondence and instructions issued from time to time during
execution of works.
3. in construction of the payment to be made by the Employer to the
Contractor as herein after mentioned the Contractor hereby covenants with
Employer to execute complete and maintain the works in conformity in all
respects with the provisions of the contract.
4. the employer hereby covenants to pay the Contractor in consideration of the
construction completion and maintenance of the Works at the contract
price at the times and in the manner prescribed by the Contract.





5. Witness whereof the parties hereto have caused their respective Common
Seals to be hereunto affixed (or hereunto set their respective hands and seals)
the days and years first above written

Signed By

Managing Director
Sui Northern Gas Pipelines Ltd.
21 Kashmir Road Lahore

Contractor

Signature with Seal

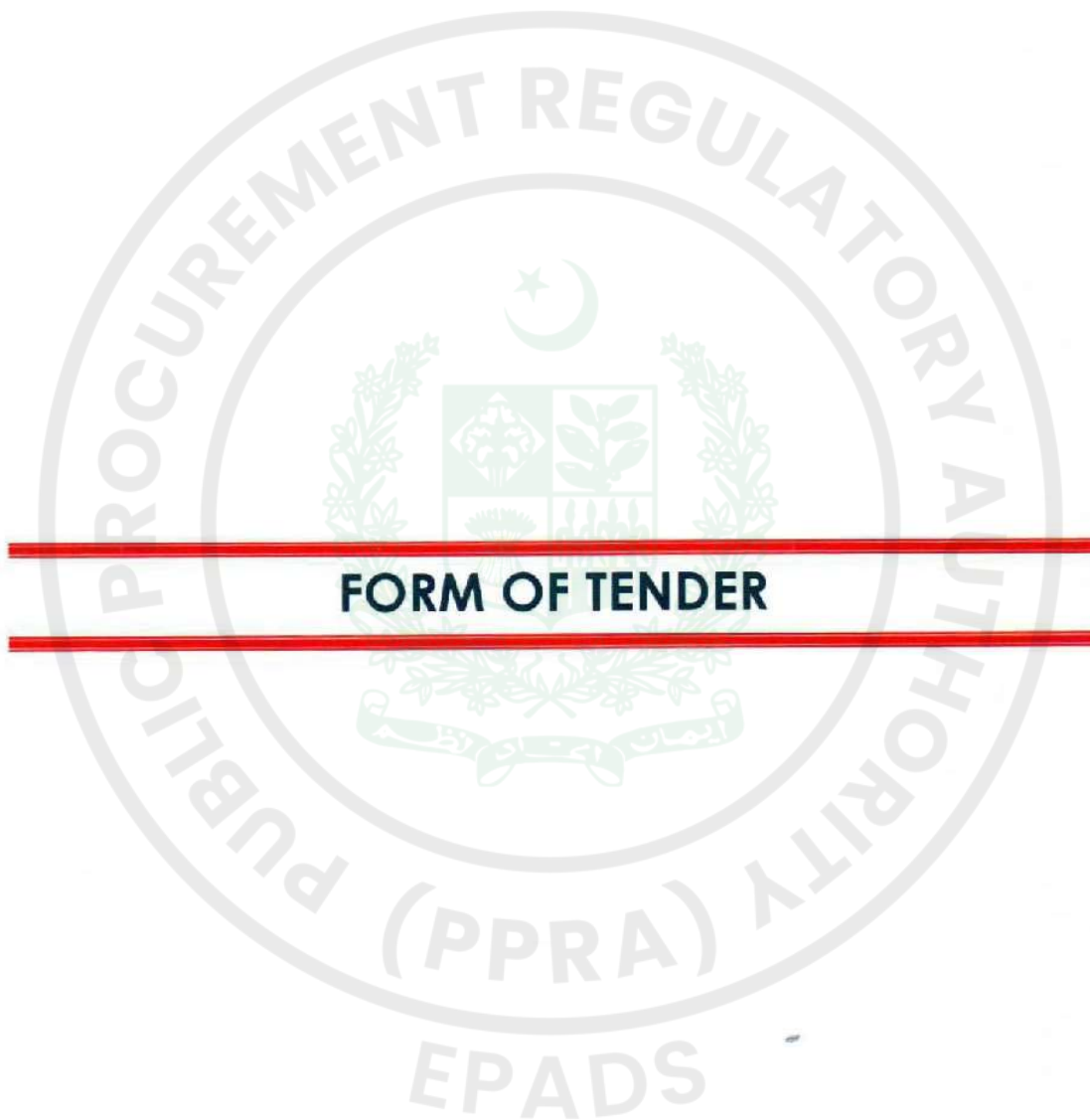
IN THE PRESENCE OF

Name _____	Name _____
Signature _____	Signature _____
Designation _____	Designation _____

WITNESS

Signature _____	Signature _____
Name _____	Name _____
Occupation _____	Occupation _____
Address _____	Address _____







FORM OF TENDER

Notes: - (The Appendix forms part of the Tender. Tenderers are required to fill up all the blank spaces in this, Tender Form and carefully review the Appendix).

To,
The Managing Director,
Sui Northern Gas Pipelines Ltd.,
Sui Gas House, 21-Kashmir Road, Lahore.

Dear Sir,

Having examined the Drawings, Conditions of Contract, Specific Specifications, for the execution of the above-named works, we, the undersigned, offer to construct, complete and maintain the whole of the said works in conformity with the said Drawings, Conditions of Contract, Specific Specifications and Bid sheet for the sum of Rs. _____ (Rupees _____) or such other sums as may be ascertained in accordance with the said conditions.

2. I/We undertake if my/our Tender is accepted to commence the works within fifteen (15) days of receipt of the Company's (SNGPL) order to commence, and to complete and deliver the whole of the works comprised in the contract within the time mentioned in Appendix "A" calculated from the last date of commencement time.
3. If my/our tender is accepted, I/we will obtain the guarantee of Scheduled Bank/ approved Insurance Company (SNGPL) to be jointly and severally bound with us in a sum not exceeding ten (10%) percent of the above-named sum for the due performance of the Contract under the terms of Bond to be approved by you.
4. I/We agree to abide by this Tender for the period of One hundred and twenty (120) days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Unless and until a formal Agreement is Prepared and executed, This Tender, together with your written acceptance thereof, shall constitute a binding Contract between us.
6. I/We understand that you are not bound to accept the lowest or any tender you may receive.
7. As a guarantee for the performance of the undertaking and obligations of this tender, we submit herewith Earnest money amounting to Rs. 180,000 in the form of original demand draft / pay order / deposit-at-call receipt in your favour and made payable to you, without any reference to us, and valid for





one hundred and twenty days (120) from the date set for opening of Tender.

Dated: _____ day of _____, 2025

Signature _____ in the capacity of _____

Authorized to sign tenders for & on behalf of _____
(IN CAPITAL LETTERS)

WITNESS:-

Signature: _____

Name: _____

Permanent Address: _____

Occupation: _____





GENERAL TERMS & CONDITIONS





GENERAL TERMS & CONDITIONS

1. SITE CONDITIONS, CLEARING AND GRUBBINIG

The tenderers shall fully acquaint themselves with the site, site conditions, affecting in any way the cost of tender etc., before tendering. The work is to be completed in all respects, fully functional. The work also includes all necessary arrangements required to be made at site according to site requirements.

2. TENDER PREPARATION AND SUBMISSION

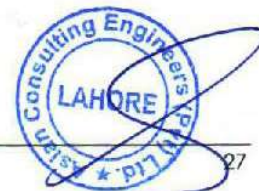
The tenders shall be prepared at tenderer's own cost and shall be submitted on prescribed form of tender in sealed envelopes on which only the name of work should be clearly written in capital letters while name of tenderer should not be written. All entries should be made in ink in both words and figures. All pages of the tender documents must be signed and stamped by the tenderer. The preparation of tender documents and any correspondence in connection with the tender documents should be in the English language. The tender should be delivered in person or by mail to the following address:

INCHARGE (CIVIL)
2ND FLOOR, S.N.G.P.L. HEAD OFFICE,
21-KASHMIR ROAD, LAHORE

so as to reach on or before the time and date given in Tender Invitation Notice/Letter, at which time and place, they will be opened. Tenderers are invited to be present at the opening of the tenders. Only the tenderer's name and total tendered prices will be announced. The tender documents thus once submitted shall become property of the Company and shall not be returned whatsoever.

3. CLARIFICATIONS, INTERPRETATIONS

The tenderer shall study the drawings and specifications carefully. Any information, clarifications, interpretations sought by the intending tenderers must be referred in writing to SNGPL will issue necessary instructions in writing to all tenderers simultaneously, which will become part of the contract. The tenderers shall sign copies of all such addenda and submit them together with the tender documents and drawings. Verbal discussions shall not to be considered binding. No extension in the closing date shall be demanded on account of any such clarification and/or interpretation having received late. If no clarification is obtained within the prescribed time and later on any discrepancy (e.g., mismatch between any tender documents etc.,) is noticed, then the decision of the Company shall be final and binding.





4. MODIFICATIONS

Modifications in the tender documents, if required by the Company, will be made by issuing addenda to the Tender Documents. Intimation of such modifications will be sent to each tenderer, minimum four days prior to the date of submission of tenders. No amendment or modification of the contract shall be made except in writing and signed by the Company.

5. CONDITIONAL TENDER

Conditional tender will not be accepted.

6. RATES

The Contractors shall quote the rate on lump sum cost basis (if not given otherwise) in the bid sheet attached to construct, complete and maintain the works included in the bid sheet, to the fully functional/operational conditions covering and including all the civil works, public health and sanitation work, electrical works, laying conduit pipe for telephone lines, external works and all other services whether or not shown in the drawings or given in the specific specifications. For this purpose, Contractors shall calculate and evaluate the quantities and quantum of works themselves and no claim of Contractors whatsoever shall be entertained by the Company for any mis-calculation of tender by the Contractors. The rates quoted by the Contractors shall be for complete finished work and shall be comprehensive and complete in all respects including cost of all materials, labour, tools and plants, carriage, taxes, profits, incidental charges etc.

7. RATE ANALYSIS

The Contractors should provide rate analysis of each item (if required).

8. RIGHT OF REJECTING TENDER

The Company shall have the right of rejecting any or all of the tenders. The Company is not bound to award the contract to the lowest tenderer.

9. EARNEST MONEY

A Demand Draft, Pay Order, Deposit-at-Call or Deposit Receipt issued from any scheduled bank of Pakistan (preferably at Lahore), equal to Rs. 180,000/- amount of work in favour of Sui Northern Gas Pipelines Limited, Lahore shall be submitted before tender opening date as earnest money on the address mentioned at Appendix-A. Tenders without Earnest Money will not be entertained. Cheques and cash will not be accepted. The earnest money of unsuccessful tenderers shall be returned

- a. After execution of contract agreement with the successful tenderer or
- b. If all the tenderers are rejected, after such rejection or
- c. Within sixty days of opening of tender





The earnest money of the successful tenderer shall be returned after submission of Performance Bond. If the tenderer to whom the contract is awarded refuses or neglects to execute the agreement than the earnest money will be forfeited and contract may be rescinded. If the construction site is not cleared and handed over to the Contractors by the company within 60 days of issuance of work order, the earnest money will be returned to the Contractors by the company.

10. VALIDITY OF BID

The bid shall remain valid and may remain open and binding for a period of 120 days from the date of opening of tender or until the work order issued to the successful tender.

11. PERFORMANCE BOND OR GUARANTEE

The Contractors will have to submit, at his own expense, Performance Bond as per detail given in Appendix-A. Terms of the bond shall be as per sample provided by the Company.

12. STANDARD OF WORK

The work shall be done to the entire satisfaction of the Company. The Company is the sole judge to approve the standard of work and if any defects are observed upto completion of maintenance period, the Contractors shall make good all such defects at his own risk and cost including materials. If the Contractors fails to do any such work, as aforesaid required by the Company, the Company can get the same work done through any other means and all expenses consequent thereon or incidental thereto shall be recoverable from the Contractors by the Company or may be deducted by the Company from any money due or which may become due to the Contractors.

13. HSE POLICY

SNGPL is committed to the health and safety of its employees, preservation of environment and continual improvement of HSE performance by reducing potential hazards, preventing pollution and adhering to applicable laws and regulations in all its activities related to its Contractors. Following should be ensured by the Contractors.

1. Usage of Personal Protective Equipment.

The use of personal Protective equipment is to reduce employee's exposure to hazard when engineering and administrative controls are not feasible or effective to reduce the risks to acceptable levels. Personal Protective Equipment is last line of defence.

2. Wearing of closed shoes.
3. Not wearing loose clothes.
4. Not to use defective machinery and plant.



5. Not to work in unsafe condition.
6. Not to perform unsafe acts.

14. REMOVAL OF ANY CONTRACTOR'S EMPLOYEE FROM SITE

The Company shall be at liberty to object to and require the Contractors to remove forthwith from the works any person employed by the Contractors in or about the execution or maintenance of the works, who, in the opinion of the Company, misconducts, or is incompetent or negligent in the proper performance of his duties, or whose employment is otherwise considered by the Company to be undesirable and such person shall not be again employed upon the works without the written permission of the Company. Any person so removed from the works shall be replaced as soon as possible by a competent substitute approved by the Company.

15. CONTRACTORS LIABLE FOR DAMAGE TO PLANT AND PEOPLE ETC.

The Contractors shall be at any time be liable for the loss of or damage to any of the said constructional plant, temporary works, materials and people including labour etc.

16. SERVICE OF NOTICES ON CONTRACTORS

All certificates, notices or written orders to be given by the Company to the Contractors under the terms of the contract shall be served by sending by post to or delivering the same to the Contractors principal place of business, or such other address as the Contractors shall nominate for this purpose.

17. SUBLETTING

No subletting of major work shall be done without prior written permission of the Company.

18. REMOVAL OF IMPROPER WORK AND MATERIAL

- a. The Company shall during the progress of the works have power to order in writing from time to time:
 - i. The removal from the site, within such time or times as may be specified in the order, of any materials which, in the opinion of the Company, are not in accordance with the contract.
 - ii. The substitution of improper and unsuitable materials and
 - iii. The removal and proper re-execution, notwithstanding any previous test thereof or interim payment therefore, of any work which in respect of materials or workmanship is not in the opinion of the Company, in accordance with the contract.
- b. Default of Contractor's Compliance

In case of default on the part of the Contractors in carrying out such order, the Company shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be recoverable from the Contractors by the Company, or may be deducted by



the Company from any money due or to which may become due to the Contractors.

19. RATE OF PROGRESS

If for any reason, which does not entitle the Contractors to an extension of time, the rate of progress of the works or any section is at any time, in the opinion of the Company, too slow to ensure completion by the prescribed time, the Company shall so notify the Contractors in writing and Contractors shall thereupon take such steps as are necessary and the Company may approve to expedite progress so as to complete the works or such section by the prescribed time. The Contractors shall not be entitled to any additional payment for taking such steps. If as a result of any notice given by the Company under this clause, the Contractors shall seek the Company's permission to do any work at night or on Sunday, if locally recognized as days of rest, or their locally recognized equivalent, such permission shall not be unreasonably refused. If it is still felt that the progress of the Contractors is not satisfactory and in the opinion of the Company, the project is likely to be delayed due to poor progress, the remaining work can be taken over from the Contractors after giving notice of 14 days and the work can be got completed at the risk and cost of the Contractors.

20. ADVANCE PAYMENT

No advance payment shall be made except described in Appendix-A.

21. CORRECTION AND WITHHOLDING OF PAYMENT CERTIFICATES

If the works or part of the works contained in the PPCs/FPC of the Contractors are found incomplete, defective, rejected and/or with calculation error(s) etc., the Company shall and/or can:

- a. Correct and deduct from the bill such amount or amounts as the Company may consider proper and reasonable or
- b. Withhold payment certificate till the proper completion and rectification of the works or part(s) thereof, or
- c. Send back the said bill to the Contractors for resubmission of proper bill in proper form and details as required by the Company.

The Contractors shall have no claim whatsoever for any delay thus occurring in issuing the payment certificates and releasing the payment thereof.

23. INCOME TAX DEDUCTION

As required under the law, Income Tax will be deducted as per prevailing Government instructions and deposited with the Income Tax Department. However, a certificate for such deduction will be issued to the Contractors.

24. VARIATIONS

The Company shall make any variations of the form, quality or quantity of the works or any part thereof that may, in its opinion, be necessary and for that





purpose, or if for any other reason it shall, in its opinion be desirable, the Company shall have power to order the Contractors to do and the Contractors shall do any of the following:

- a. Increase or decrease the quantity of any work included in the contract.
- b. Omit any such work
- c. Change the character or quality or kind of any such work
- d. Change the levels, lines, position and dimensions of any part of the works, and
- e. Execute additional work (s) of any kind necessary for the completion of the works

And no such variation shall in any way vitiate or invalidate the contract. Additional proportionate time may be allowed by the Company on the basis of any addition in work (s) as per following:

1. If excess in the quantities of any item of work is required either due to requirement of the client departments of SNGPL or due to some other unavoidable site conditions, the same should be informed by the Contractors well in time in order to seek formal written approval from the HOD. The Contractors should also quantify and inform the increase in cost of work (s) due to any such excess in quantity of any item.
2. Upon receipt of above stated intimation of the Contractors, undersigned will issue formal written permission to the Contractors for proceeding ahead in the matter accordingly.
3. The Contractors have no authorization to exceed the quantities of different items given in the work order without prior written permission of the HOD.
4. If any Contractors execute the construction work (s) in such a way that causes excess in quantities of any item of work, over and above the work order quantities without prior written permission of the HOD, the Company may refuse for payment against such excess quantities.

25. VALUATION OF VARIATION

All extra or additional work (s) done or work (s) omitted by the order of the Company shall be valued at the rates and prices set out in the contract if, in opinion of the Company, the same are reasonable, otherwise the same will be rationalized as per following formula given for non-BOQ items.

The rates for additional works (non-BOQ), if any, will be calculated on the basis of following guidelines:

- i. Average market price of material specified quality.
- ii. Cost of labour worked out rationally.





- iii. 10% of cost of material and labour as overhead expenses and taxes of Contractors.
- iv. 15% of cost of material and labour as profit of the Contractors.

26. ESCALATION

No escalation in respect of any kind of material and labour shall be paid in any case due to increase of prices in the market.

27. NATIONAL TAX NUMBER AND PROFESSIONAL TAX CLEARANCE CERTIFICATE

The Contractors will have to produce National Tax Number and Professional Tax Clearance Certificate.

28. COMPLETION TIME

The Contractors shall complete all contract works within stipulated 'Time of Completion' as given in Appendix-A.

29. TIME EXTENSION

Delay in work due to special circumstances of any kind which may occur other than through default of the Contractors shall entitle the Contractors to an extension in time for completion of work. These special circumstances may include war, riots, epidemics, adverse climatic conditions, law and order situation or other circumstances of such kind which are beyond the reasonable control of the Contractors. The Company shall determine the amount of such time extension and shall notify to the Contractors accordingly.

30. LIQUIDATED DAMAGES (PENALTY)

In case of delay in completion of work from stipulated completion date on the part of the Contractors, Liquidated Damages (Penalty) for such default of the Contractors will be imposed as per the percentage amount given in the Appendix-A for each day of delay. This clause, however, shall not be applicable if in the opinion of the Company, the delay is due to war, riots, epidemics and/or any other reason out of reasonable control of the Contractors. The Company, may without prejudice to any other method of recovery, deduct the amount of such damages from any money in its hands, due or which may become due to the Contractors. The payment or deduction of such damages shall not relieve the Contractors from his obligation to complete the works, or from any other of his obligations and liabilities under the contract.

31. REMEDY ON CONTRACTOR FAILURE TO CARRY OUT WORK REQUIRED

If the Contractors shall fail to do any such work(s) as aforesaid required by the Company, the Company shall be entitled to employ and pay other persons to carry out the same and if such work is the work, which in the opinion of the Company, the Contractors were liable to do at his own expense under the





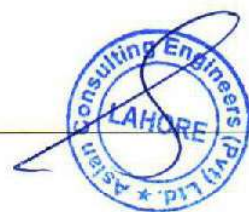
contract, then all expenses consequent thereon or incidental thereto shall be recoverable from the Contractors by the Company, or may be deducted by the Company from any money due or which may become due to the Contractors.

32. BLACKLISTING

If the Contractors fail to execute the work as per contract, the Company may delist his name from SNGPL and the same will be forwarded to PPRA and Pakistan Engineering Council and may blacklist his name for future participation in tender.

33. PROCESS OF PAYMENT/CORRESPONDENCE

1. Work will be completed by the contractor to whom job assigned.
2. PPCs/FPC will be processed on the name of firm's proprietor including name duly signed and stamped by the proprietor.
3. Cheques payment will be processed on the name of proprietor including firm's name.
4. No representative of the firm will sign the official documents on behalf of proprietor.
5. None of proprietor/ representative of firm allowed to do business with the company the of any other firm.





CONTRACTOR HSE STATEMENT





CONTRACTOR HSE STATEMENT



SUI NORTHERN GAS PIPELINES LIMITED

Doc. #SNGPL-GPR013-F001

Issue # 01

Issue Date

Page 1 of 5

Contractor HSE Statement

The Contractor shall prepare and maintain information including a clear method statement regarding Contract/Sub-Contract activities, which outline the work to be undertaken and the method (s) for minimizing and maintaining environmental impacts, OH&S Hazards and maintaining compliance with HSE regulation.

To assist in organizing and maintaining information, background information section has been included (section I, II, III) Section can be modified or deleted as required when requesting a method statement from Contractors/Sub-Contractors.

SNGPL's Personnel to Complete Section I, II, and III

Suppliers to Complete Section IV, V, and VI

Section I Your Information: (type or print)

Name	
Phone Number	
Fax Number	
Dept Name	

Section II Requisition Information:

Requisition Number	
Project Number: (If applicable)	

Section III Service or Activity to be Performed:

Material/Chemical: (Production/Non- production)	Paint Solvent Sealer	Treatment Chemicals Lubricants, Oils, Greases Gasoline	Janitorial Material Other (specify) _____ Other (specify) _____
Facilities/ Construction:	Ditching Electrical Paint Structural	Roofing Mechanical HVAC	General Contractor Arch/Engr/Consulting Other (specify) _____
Services: (Includes Environmental Services)	Janitorial Security Maintenance	Emergency Response Env. Consulting Paint Booth Cleaning	Waste Management Other (specify) _____
Containerization:	5 gal. or less Drums Bulk Tanks	Type of Contract	Commodity Management On-site Manager Provided Total Cost Contract





SUI NORTHERN GAS PIPELINES LIMITED

Doc. #SNGPL-GPR013-F001

Issue # 01

Issue Date

Page 2 of 5

Contractor HSE Statement

Section IV. Supplier/Contractor Information:

Current Supplier/Contractor to this Facility

New Supplier/Contractor to this Facility

Current Involved in other Facility Project(s)

List Project(s): _____

(Complete Information in table below): (type or print)

Name:	
Address:	
City & Province:	
Phone Number:	
Fax Number:	
President/General Manager/CEO etc.	
Facility Site Coordinator:	
Email Address:	
Phone Number:	
Mobile Number:	
Fax Number:	
Pager:	
24 Hour Emergency Number:	





SUI NORTHERN GAS PIPELINES LIMITED

Doc. #SNGPL-GPR013-F001

Issue # 01

Issue Date

Contractor HSE Statement

Page 3 of 5

Sub-Contractor Information: (List supplier/Contractor not identified) (type or print)

Type	Firm Name
Architectural	
Mechanical	
Electrical	
Heavy Vehicles	
Industrial Services	
Painting	
Roofing	
Architectural/Engineering /Consulting Firm	
Sampling/Testing	
Chemical Supplier	
Other (specify)	
Scrap	
Waste Disposal	
Demolition Disposal	

Note: it is strongly recommended that you have your sub-contractor and suppliers involved at this facility should complete a separate HSE briefing package for the facility's review.



Contractor HSE Statement

4



SUI NORTHERN GAS PIPELINES LIMITED

Doc. #SNGPL-GPR013-F001

Issue # 01

Issue Date

Contractor HSE Statement

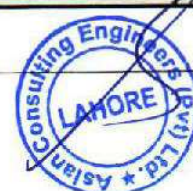
Page 4 of 5

Section V. Contractor Method Statement:

Supplier/Contractor is financially responsible for on-site HSE remediation actions resulting from incidents involving their employees and sub-contractors. To minimize the risk of environmental accidents, please review and initial the items contained in the HSE Management Basics Table below.

Health, Safety and Environment Management Basics		Tick ()
1	Contractor will ensure that the • Health of its employees is protected. • All activities carried out for the execution of the job are safe. • Compliance is met with all relevant laws and regulations. • All HSE (Health, Safety and environment) procedure of the Company are implemented. • Safe working environment is provided to its employees.	
2	Contractor will take all necessary steps to minimize the hazards associated with the job. Appropriate personal protective equipment should be provided to the employees where hazards exist.	
3	All incidents resulting in Dangerous Occurrence minor or major injury fire vehicle accidents and environmental incidents are to be reported to Company with 24 hours.	
4	The Contractor is to make his own arrangements for treating injuries to his employees. In the event, Contractor's employee is injured while working for the Company. It is the Contractor's responsibility to notify the company representative immediately and to report the circumstances of injury.	
5	Contractor's mobile equipment such as trucks crane welding machines, etc must be maintained in good working conditioned. Contractor's trucks and other mobile equipment should be operated in such a way that material they are carrying does not fall off the equipment on to the roads. If repairs are required or vehicles become immobilized arrangement must be made to correct the situation with additional outside help.	
6	Prior to the start of work a certificate from a competent authority is to be given to the site in charge by the Contractor stating that all mobile heavy equipment are in good working conditioned. Only licensed and designated qualified people shall operate contractor's equipment.	

Contractor HSE Statement



5



Health, Safety and Environment Management Basics		Tick ()
7	Company equipment must not be handled or tampered with by Contractor. The Company representative may grant permission to the Contractor on specific conditions to operate Company equipment if emergency conditions so require.	
8	When doing work involving excavation Contractors must not be damaged or break into or otherwise open any underground piping. Extreme care must be exercised in this respect while excavating with power driven equipment. If lines are accidentally damaged notify the company representative immediately.	
9	All excavation made by Contractors must be fenced barricaded or otherwise protected so as to prevent personnel from slipping or falling into them.	
10	Drawing/Excavation include safety talk notified for facilitating contract employees ever during transportation by Cos TPT.	
11	The authorized Company executive will issue a permit appropriate for any work to be done by the Contractor at Company designed sites where work permit procedure is applicable. After receiving permit for work the Contractor shall be guided by Company rules and applicable laws in performing his work.	
12	Contractor shall provide to all their staff the relevant PPE's as specified by the Company against each job. Contractor staff will do compliance.	
13	Contractor's job sites must be kept reasonably clean and free of rubbish and debris which may create tripping or fire hazard. Upon completion the Contractor shall leave the area in a clean and orderly manner, removing all Contractor's debris, equipment and excess material.	
14	Contractor shall dispose of all the waste generated from its activity in environment friendly manner as described in Pakistan Environment Protection Act, 1997.	

EPADS





SUI NORTHERN GAS PIPELINES LIMITED

Doc. #SNGPL-GPR013-F001

Issue # 01

Issue Date

Contractor HSE Statement

Page 5 of 5

Section VI. Supplier/Contractor Certification: (review and sign)

I have reviewed and understand the information contained in this document. I also understand that SNGPL's HSE Personnel have the right to inspect our activities and those of our Suppliers/Contractors with regards to our on-site activities. I further understand that activities pertaining to service and/or maintenance contracts may only require submission of this form on an annual basis.

Name	
Title	
Signature	
Date	

Contractor HSE Statement



7





INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABLE BY THE CONSULTANT/CONTRACTOR FOR SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Number: _____ Dated: _____

Contract Value: _____

Contract Title: _____

[name of Consultant/Contractor] 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 Consultant/Contractor] 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 Consultant/ Contractor] 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 Consultant/ Contractor] 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 Consultant/ Contractor] 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 times the sum of any commission gratification, bribe, finder's fee or kickback given by [name of Consultant] 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.

[Client]

[Consultant / Contractor]





EXISTING SITE CONDITIONS & PROPOSED METHODOLOGY





EXISTING SITE CONDITIONS & PROPOSED METHODOLOGY/SCOPE OF WORKS

Supply and Installation Of 6 No. Cooling Coils of AHUs At 2nd, 3rd And 4th Floor Head Office Building (Replacement of Old Cooling Coils)

Note:

Any name of brands mentioned here are not binding, these are mentioned just for reference and easy understanding. However, any approved equivalent solution can be provided subject to assurance that alternative solution can provide equal and effective results, moreover the purposed solution must be of well Known brand and according to the technical specifications of the project.



SPECIFICATION TO BE ADOPTED AND LIST OF APPROVED MANUFACTURERS/VENDORS

Specification to be Adopted and list of approved manufacturers/vendors





**SPECIFICATIONS AND
LIST OF APPROVED MANUFACTURERS/VENDORS**

All equipment/material shall conform to relevant codes and specifications given in BOQ/drawings and shall be from approved sources indicated below. However, in every case the Contractor shall submit complete technical details of the equipment and material and obtain Engineer's approval prior to delivery on site duly vetted by the Consultant. Where Approved Equivalent is indicated, it shall be at the sole discretion of the Engineer to accept or reject the alternate proposal submitted by the Contractor. In the event "Approved Source" of any equipment / material is not indicated below the contractor shall obtain the approval of the Engineer prior to placing order on any supplier. During the execution stage if the material from any supplier is found defective/Sub-standard the Engineer reserves the right to ask the successful bidder to replace his choice of manufacturer / supplier for that particular equipment.

Sr. No.	Description/Materials	Brands/Vendors
1.	Cooling coil for AHUs	a) TAS Engineering Works (Estimate is based on this) b) MECAIR Or approved equivalent.

NOTE:

1. All materials shall be as per brands/specifications given in above table or equivalent approved by Incharge (Civil) and duly vetted by the Consultant.
2. Samples of all construction material should be got approved from the Incharge (Civil) before installation at site.
3. Original cash memo/certificate from authorized dealer will be provided by the Contractor to Incharge (Civil) before installation when required.
4. All PCC, RCC Cylinder strength and steel grade would be according to the provisions of BOQ and drawings. Same provisions will prevail for steel cover.

APPENDIX: LIST OF APPROVED INSURANCE COMPANIES

List of approved insurance companies for performance bond only

1. National Insurance Corporation
2. Habib Insurance Company Limited
3. Eastern Federal Insurance Co. Ltd
4. Premier Insurance Co. Ltd
5. New Jubilee Insurance Co. Ltd
6. Universal Insurance Co. Ltd
7. Adamjee Insurance Co. Ltd
8. National Security Insurance Co. Ltd
9. The Pakistan General Insurance Co. Ltd



Specification to be Adopted and list of approved manufacturers/vendors



10. United Insurance Co. Ltd
11. Atlas Insurance Co. Ltd
12. IGI Insurance Co. Ltd

Note: Performance or other guarantees from Insurance Company will be accepted as long as the Insurance Company is of category A+ or above, as per ratings issued by Pakistan Credit Rating Agency Limited (PACRA). Earnest Money and Mobilization Advance Guarantee will, however, be acceptable from Scheduled Banks of Pakistan.





**APPROVED SAMPLE OF PERFORMANCE
BOND/GUARANTEE**



Approved Sample of Performance Bond/Guarantee



APPROVED SAMPLE OF PERFORMANCE BOND/GUARANTEE

No. : _____
Dated : _____
Amount : _____
Expiry date : _____

To

The Managing Director
Sui Northern Gas Pipelines Limited
Sui Gas House
21- Kashmir Road
Lahore

Dear Sir,

BY THIS BOND/ GUARANTEE _____

Lahore whose registered office is at _____ hereinafter
called the "SURETY" do hereby bind ourselves and our successors and assigns jointly
and severally by these presents, to pay the Sui Northern Gas Pipelines Ltd., Lahore
(hereinafter called the "COMPANY") unconditionally on demand and without further
questions, the sum of Rs. _____
(Rupees _____)
sealed with our seal and dated Lahore this _____ day of _____.

WHEREAS

M/s _____ (hereinafter called
the "CONTRACTORSS") for submitting tender for _____

a Work Order No. _____ dated _____ made
between the "COMPANY" of the one part and the "CONTRACTORS" of the other part
has entered in to a contract (hereinafter called "THE SAID CONTRACT") for the
construction of aforesaid works as herein mentioned in conformity with the provisions
of the said contract and the sum mentioned in the above written Bond/ Guarantee
represents the retention money to be furnished by the Contractors for fulfillment of the
said contract.





NOW THE CONDITION of the above written Bond/ Guarantee is such that if the Contractors shall duly perform and observe all the terms, provisions, conditions and stipulations of the said contract on the Contractors part to be performed and observed according to the true purport, intent and meaning thereof as determined by the company who shall be the sole judge in the matter or if on default by the Contractors for which the company shall be the sole judge, the surety shall satisfy and discharge the damages sustained by the company thereby and determined by the company of the above written bond/ Guarantee, then this obligation shall be null and void but no alteration in terms of the said contract made by agreement between the company and the Contractors or in the extent or the nature of the works to be constructed, completed and maintained there under and no allowance of the time by the company under the said contract nor any forbearance or forgiveness in or in respect of any matter or thing concerning the said contract on the part of the company shall in any way release the surety from any liability under the above written Bond/ Guarantee.

This Performance Bond/ Guarantee is valid up to _____ (including time of completion of work and completion of maintenance period).

Yours faithfully,

For and on behalf of "Surety"

SURETY NAME _____

Authorized Signature

Authorized Signature

The Common seal of the ("Surety") _____ is
hereunto affixed in the presence of:

WITNESSES:

1.
Name: _____
CNIC No. _____
Signature: _____

2.
Name: _____
CNIC No. _____
Signature: _____





SPECIAL CLAUSES





SPECIAL CLAUSES

SC1. TESTING OF CONSTRUCTION MATERIALS ETC:

Tests but not limited to the following for construction materials shall be carried out:

Sr. No.	Material	Test	Reference
1	Concrete	Test Commissioning	Site acceptance as per up to the satisfaction of the employer. As recommended by OEM.

- i. The Contractor will pay all the expenses relating to material testing including but not limited to the cost of metrical sample preparation carriage and testing in lab etc.
- ii. The Contractor shall make available at site the equipment/apparatus required for testing of material as directed by the Company.
- iii. The quantity of sample and the frequency of tests will be as per above standard or as directed by the Company.

SC2. UTILITIES:

The Contractor shall provide where possible at site Contractors staff accommodations water supply and electric power free of cost.

SC3. QUANTITIES IN BID SHEET:

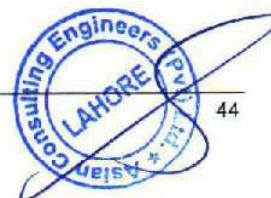
The quantities given in bid sheet are only for reference and payment shall be made as per actual measurement at site.

SC4. IMPLEMENTATION OF HSE PROCEDURES:

The successful bidder shall follow all the applicable HSE procedures and policies at construction site in accordance with Contractors HSE statement.

SC5. TESTING ARRANGEMENT/EXPENSES:

Testing arrangement/expenses for construction materials, concrete and compaction of road works from approved laboratories (approved by SNGPL representative/site Incharge) shall be responsibility of Contractor. All tests of construction materials and final product elaborated in Technical Specifications will be performed after which the works will be considered as approved for final payment.





SCHEDULE OF PAYMENT





MODE OF PAYMENT/PAYMENT SCHEDULE

Supply and Installation Of 6 No. Cooling Coils of AHUs At 2nd, 3rd And 4TH Floor Head Office Building (Replacement of Old Cooling Coils)

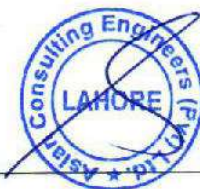
Payment shall be made against each bill as per Bid Sheet/BOQ upon completion of respective Job associated with that specific bill strictly in accordance with the methodology/scope of works proposed in these tender documents.

NOTE:

1. These payments will be considered for approval/payment only after complete testing of the construction materials involved and other related tests specified in the tender documents, drawings and provisions of BOQ.
2. The quantities given in BOQ are only for reference however work to be carried out as per specification/drawings given in tender document and payment shall be processed as per the Mode of Payment.
3. Minimum PPC (Partial Payment Certificate) is 30% of Work Order Amount.



SPECIAL CONDITIONS





SNGPL desires construction of the following works thru competent Civil Contractor to carry out the complete Civil & MEP construction works as per BOQ, Specifications and Drawings given in the Tender Documents.

**Supply and Installation Of 6 No. Cooling Coils of AHUs At 2nd, 3rd And 4th Floor
Head Office Building (Replacement of Old Cooling Coils)**





SPECIAL CONDITIONS

The bid is being invited as per 'Single Stage-Two Envelope' procedure, in Compliance of PPRA Rule No. 36(b). If the bidder fails to fulfill any of following mandatory requirements, his bid will be considered as nonresponsive and shall be rejected without opening his 'Financial Proposal'.

1. The bid shall comprise a single package with only the name of work, containing the following in two separate envelopes:
 - a. 'Technical Proposal'
 - b. 'Financial Proposal'

The envelopes shall be marked as 'TECHNICAL PROPOSAL' and 'FINANCIAL PROPOSAL' in bold and legible letters to avoid confusion.

2. Initially, only the envelope marked as 'TECHNICAL PROPOSAL' shall be opened. The envelope marked as 'FINANCIAL PROPOSAL' shall be retained in the custody of SNGPL without being opened.
3. SNGPL shall evaluate the 'Technical Proposal' in a manner prescribed in clause 4 below, without reference to the price and reject any bid which does not conform to the specified requirements.

4. The 'Technical Proposal' must contain the following:

- i. Certificate of registration of bidder with Pakistan Engineering Council in the relevant category valid for current year or copy of last/previous year along with receipt of amount submitted for renewal of registration.
- ii. Copy of five pages of HSE Contractor Statement given in tender documents are required to be filled, stamped and signed by bidders and submit along with Technical Proposal.
- iii. National Tax Number along with copy of certificate.
- iv. Copy of Professional Tax Clearance Certificate.
- v. Copy of Provincial Sales Tax (PST) Registration.
- vi. Following relevant paper must be provided in respective cases:-
 - Name of the bidder
 - Type of ownership i.e. Proprietor/Partnership/Private Limited Company/Public Limited Company
 - Copy of NIC in case of single proprietor
 - Copy of partnership deed in case of partnership
 - Copy of Article of Association for Private/Public Limited Companies

- vii. **Complete data of the Contractor regarding projects of HVAC works, each of worth not less than five (05) million during last five years with**

15





- proof (work order & completion certificate). The same will be vetted by the Consultant before opening of the Financial Bids.**
- viii. **Complete data of the Contractor regarding projects of HVAC works each of worth not less than five (05) million in hand with proof (work order & Agreement). The same will be vetted by the Consultant before opening of the Financial Bids.**
- ix. **Proof of personnel & equipment capabilities and financial soundness (available bank credit line and working capital in last three years).**
5. The 'Financial Proposal' should contain the tender documents with each page signed along with duly filled in 'Bid Sheet'.
6. After the submission of bid, no amendments shall be permitted.
7. The 'Technical Proposals' shall be evaluated after opening and the 'Financial Proposal' of bids found technically nonresponsive shall be returned un-opened to the respective bidders. Thereafter the 'Financial Proposals', of the technically accepted bids only, will be opened in the presence of concerned bidders.
8. In case of any conflict between the Design Drawings and the Technical Specifications, the Drawings shall supersede the Specifications.
9. If excess in the quantities of any item of work is required either due to requirement of the client departments of SNGPL or due to some other unavoidable site conditions, the same should be informed by the Contractor well in time in order to seek formal written approval from the INCHARGE (CIVIL). The Contractor should also quantify and inform the increase in cost of work due to any such excess in quantity of any item. Upon receipt of above stated intimation of the Contractor, the Company will issue formal written permission to the Contractor for proceeding ahead in the matter accordingly.
- The Contractor has no authorization to exceed the quantities of different items given in the work order without prior written permission of the INCHARGE (CIVIL). If any Contractor executes the construction work in such a way that causes excess in quantities of any item of work, over and above the work order quantities without prior written permission of the INCHARGE (CIVIL), the Company may refuse for payment against such excess quantities.
10. If the construction site is not cleared and handed over to the Contractor by the Company within 60 days of issuance of work order, the Contractor may withdraw his offer and in such case the Earnest Money and/or Performance Bond submitted by the Contractor will be returned by the Company.
11. Complete HSE (Health Safety and Environment) Contractor Manual is available at SNGPL website www.sngpl.com.pk which must be studied for true implementation during execution of work. Implementation of HSE procedures shall be ensured as per prevailing HSE policy of SNGPL during execution of works.



e.	1st Violation	Warning-letter
f.	2nd Violation	Deduction of Rs. 100,000/-
g.	3rd Violation	Deduction of Rs. 500,000/-
h.	4th Violation	Suspension for period of Six Months
i.	5th Violation	Blacklisting

14. Failure to compliance against HSE initiative at operational sites will lead to blacklisting of a Contractor through following disciplinary action.

c.	Fatality	Rs. 500,000/-
b.	In case of Disability (Permanent)	Rs. 500,000/-
a.	In case of major injury (Injury leading to temporary disablement)	Payment of 1/3 of the monthly wages till the recovery of chronic ill health / disease or for a maximum period of 5 year, whichever is less. Payment of 1/2 of the monthly wages till the recovery of temporary disablement or for a maximum period of one year, whichever is less.

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

12. The Contractor must ensure the HSE Management Plan (safe system of works) at site to avoid any untoward incident including but not limited to following:

- Detail plan of activities to be carried out from start to execution/commissioning of subject project for example scaffolding, load lifting, work at height, use of mechanical equipment (movable and immovable) etc. Detail JSA/Risk Assessment of the associated HSE hazards of each activity along with control measures.
- Detail of certified machinery along with trained/experienced operators. Certificate of operators will be required.
- Mechanism of effective HSE supervision of the project with dedicated HSE Engineers/Officers and staff.
- Firefighting plan with detail of firefighting staff capabilities and equipment.
- First aid plan with detail of first aiders staff capabilities and equipment.
- Mechanism of manual and mechanical loading/unloading.
- Detail of accident/incident statistics of the contracted company.
- Detail of barricades, i.e., caution boards, hard barricades, barricading tape etc.
- Detail of PPE's.
- Emergency Response Plan.
- Training and safety talks mechanism.



"Design and Preparation of
Tender Document including Site Investigations"
Tender Documents





15. To ensure that Contractor obtains 3rd party insurance to cover such incident (Harmful Incidents / Any Accident)
16. To ensure the sufficient security is retained by the company from the Contractors to cover such case (Harmful Incidents / Any Accident)
17. Protective gear should be provided to workers by the Contractors to avoid such accidents (Harmful Incidents / Any Accident)
18. To take care of the above point in future as well as running contracts.
19. Minimum level of age/experience/skill of contractor's staff/labour should be checked by first line executives and HSE engineer against the relevant job. A clause should be included in the Contract awarding documents against this requirement.
20. Contractor's staff should use only those tools at site which have prior verification from first line executives and HSE engineer. A clause should be included in contract awarding documents against this requirement.



Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Eligibility and Qualification Criteria.

No.	Source of financing	Amount (Eq. PKR)
1		
2		
3		

Past Experience / Contracts

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



Historical Contract Non-Performance, and Pending Litigation and Litigation History

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

☐ Not debarred due to deviation from commitment of Bid Securing Declaration- ☐ Not debarred due to non-performance			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and PKR equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
☐ Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below.			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), US\$ PKR Equivalent (exchange rate)

<i>[insert year]</i>	<i>[insert amount]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Agency" or "Supplier"]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>
☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4. ☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), PKR Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Agency" or "Supplier"]</i> Court/ arbitral award decision: <i>[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]</i>	<i>[insert amount]</i>

Current Contract Commitments / Works in Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [Current Eq. PKR]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [Eq. PKR/month]
1					
2					
3					
4					
5					

Financial Situation and Performance

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: [insert full name]

Date: [insert day, month, year]

Joint Venture Member Name: [insert full name]

IFP No. and title: [insert IFP number and title]

Page [insert page number] of [insert total number] pages

1. Financial data

Type of Financial information in (currency)	Historic information for previous [insert number] years, [insert in words] (amount in currency, currency, exchange rate*, PKR equivalent)				
	Year 1	Year 2	Year 3		
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

* Refer ITA 14 for the exchange rate

3. Financial documents

The Applicant and in case of JV, members of JV shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

- (a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- ☐ Attached are copies of financial statements¹ for the *[number]* years required above; and complying with the requirements.

¹ If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

Average Annual Turnover (Annual Sales Value)

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

Annual Turnover Data			
Year	Amount Currency	Exchange rate* (If applicable)	PKR equivalent
<i>[indicate calendar year]</i>	<i>[insert amount and indicate currency]</i>		
		Average Annual Turnover **	

* Refer ITA for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.