



M/s.

Dear Sirs,

INVITATION TO BID
OUR TENDER ENQUIRY NO. LED/002/26
SLA FOR MAINTENANCE AND SUPPORT SERVICES OF 03 PRECISION COOLING UNITS
AT DATA CENTER HEAD OFFICE FOR THE PERIOD OF 01 YEAR
OPENING ON 03.02.2026
TENDER CLOSING TIME 1430 HOURS & OPENING TIME 1500 HOURS

1. We enclose one set of our subject Tender Enquiry for supply of "**SLA FOR MAINTENANCE AND SUPPORT SERVICES OF 03 PRECISION COOLING UNITS AT DATA CENTER HEAD OFFICE FOR THE PERIOD OF 01 YEAR**" as follows: -

i). General Terms	Appendix 'A'
ii). Schedule of Requirement and Delivery	Appendix 'B'
iii). Specification	Appendix 'C'
iv). Bid Evaluation Criteria	Appendix 'D'
v). Price Sheet	Appendix 'E'
vi). Specimen of Bid Bond	Appendix 'F'
vii). Specimen of Performance/ Warranty Bond Guarantee	Appendix 'G'
viii). Questionnaire/Commercial Terms Sheet	Appendix 'H'
ix). Format of Authority Letter for attending Public opening of bids (to be provided by the bidder's representatives to the bid opening committee at the time of public opening of technical as well as commercial bids).	Appendix 'J'
x). Certificate of Full Disclosure and Non-Collusion	Appendix 'K'
xi). Manner and Mechanism to Blacklisting/ Cross Debaring of Supplier of Contractor	Appendix 'L'

2. Your firm and irrevocable offer in Pak Rupees (inclusive of all Taxes, duties, levies including Sales Tax) must be based on delivery mentioned in Appendix-'B'. You are required to clearly mention, in your bid if any item(s) of your bid is/are exempted from sales Tax. You are also required to indicate the rate of GST on each item quoted in your offer, if such rate is different from generally applicable rate GST i.e. 18%. In the absence of such details in your bid, SNGPL will consider all items as inclusive of generally applicable GST i.e. 18%. No subsequent clarification will be accepted after bid opening in this regard.
3. You are required to quote prices on the "Price Sheet" attached as Appendix-'E' duly filled in all the column including signature of your authorized representative and bearing stamp of your Firm/Company.
4. You are also required to send "Questionnaire/Commercial Terms Sheet" attached as Appendix-'H' duly signed by your authorized representative and bearing stamp of your Firm/Company.
5. The delivery must conform to the terms given in the schedule of requirements and specifications and must be strictly adhered to. Earlier delivery will also be acceptable.
6. General Terms, attached as Appendix 'A' must be taken into consideration before submitting your quotation.
7. Your offer must remain open for a period of 90 days from the closing date of the tender enquiry.
8. If you have any doubts as to the meaning of any portion of the specifications of "General Terms", you should when submitting your tender, set out in your covering letter, the interpretation upon which you rely.
9. Your tender should be prepared in duplicate and both the copies of your tender should be addressed and forwarded direct to.

The General Manager (Procurement),
Sui Northern Gas Pipelines Limited,
1st Floor, 21-Kashmir Road,
Lahore (Pakistan).

10. E-bidding documents as per regulations, containing detailed terms and conditions, specifications and requirements etc. are available for the registered bidders on EPADS at www.eprocure.gov.pk. Please arrange to submit one original proposal alongwith duplicate copy of the same submitted on EPADS, as well as clause 9 above. In addition, Tender Document Fee in original in shape of Pay Order/Demand Draft/Banker's Cheque of Rs.2,500/- in favour of SNGPL.
11. Both original and duplicate tenders must be enclosed in duplicate sealed cover. Both the inner and outer envelope must bear the word "CONFIDENTIAL AND TENDER for "**SLA FOR MAINTENANCE AND SUPPORT SERVICES OF 03 PRECISION COOLING UNITS AT DATA CENTER HEAD OFFICE FOR THE PERIOD OF 01 YEAR**" Tender Enquiry No. LED/002/26. Sealed Cover should not bear of any name or marking which can give any indication about the sender. Offers received by Cable/Telex/Telefax will not be acceptable.

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(2)

12. Tender will be received in this office on or before **03.02.2026 by 14:30 Hours** and will be opened publicly on the same day at **15:00 Hours** at the address mentioned at Sr. 9 above. In case of holiday (s) falling on the date of tender opening, tender will be opened at the same time on the next working day. It will be the responsibility of the bidder to deliver the bids before the closing time. The company does not take any responsibility whatsoever of collection of the bids from any agency. You or your authorized agent may attend the tender opening. Tender received after the tender opening will be returned.
- 13(a) In each case where reference is made to any specific National or International Standards, other recognized authoritative standards, ensuring equal or higher quality will also be acceptable. In case your offer conforms to standards other than quoted in the Tender Enquiry, you are required to submit alongwith your bid, one copy of those standards, in English, and evidence that the standards used are recognized and authoritative standards which ensure equal or higher quality. In case you do not submit the required evidence and a copy of each of the standards, then your tender will not be considered.
- 13(b) In case the bidder is not able to fully comply with the technical specifications of Tender Enquiry, he must indicate his reservation in the offer and in that event must submit complete literature/specifications of the items he is offering. Bids will be disqualified if relevant literature/specifications are not provided in his offer.
14. We reserve the right either to cancel the Tender or to increase or decrease the quantities by 15% or cancel any or all items shown in the "Schedule of Requirements and Delivery" without assigning any reason whatsoever. We also reserve the right to amend the closing date of this tender enquiry.
15. We also reserve the right to have the items (s) inspected by a third party at our own expense.
16. It must be indicated by the bidders in their offer that their quotation fully conforms to technical specifications and to the terms and conditions of the Tender Enquiry.
17. Only one authorized representative per bidder will be allowed to attend the public opening of bids. A representative from a bidder will be required to submit an authority letter (as per specimen attached as Appendix-'J') in his favour by the respective bidders for attending the public opening of bids, failing which we will not allow to attend the public opening.
18. For tender enquiry having value Rs. 10 Million or above must be filled in as per specimen attached in Appendix-'I'
19. i). Name of the bidder.
ii). Type of ownership i.e Proprietor/Partnership/Private Limited Company/Public Limited Company.
Following relevant paper must be provide in respective cases: -
a) Copy of NIC in case of single proprietor.
b) Copy of partnership deed in case of partnership.
c) Copy of Article of Association for Private/Public Limited Companies.
iii). Date of establishment of business concern.
iv). GST Number alongwith copy of certificate.
v). National Tax Number alongwith copy of Certificate.
vi). Valid Professional Tax Clearance Certificate.
20. Clauses mentioned above will supersede, if found in contradiction with any clause mentioned at any other place in the tender enquiry.
21. It is contractor's responsibility to take measures as per General Procedure of HSE in view of the environmental health, safety law and regulations, which is available at www.sngpl.com.pk
22. If need be, please contact Mr. Aatir Mahmood, Dy. Chief Officer (Procurement) on 1st Floor at the address mentioned at Serial-9 (Telephone Nos. (99204605/99204644).
23. **PAYMENT**
In case an order is placed on you on the basis of this tender enquiry, payment shall be made within 30 days from receipt of goods except when stores are received 'Subject to Approval'. In such cases 30 days limit will commence from the date of 'Approval' of material.
SNGPL as withholding agent, as per Sales Tax special Procedure (withholding) Rules-2007, shall deduct an amount equal to one percent of total Sales Tax value shown in the Sale Tax invoice issued by the supplier and make payment of the balance amount.

Yours faithfully,
SUI NORTHERN GAS PIPELINES LIMITED,

(Aatir Mahmood)
Dy. Chief Officer (Procurement)
For Managing Director

12-01-2026

Tender No. LED/002/26

NOO

Indenter: GM (IT/MIS) HO

Indent No. HO/IT/LP/0096/26 dated 24.12.2025

GENERAL TERMS

1. LANGUAGE

The ruling language of this tender is English

2. STANDARD

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

3. CLARIFICATION OF BID

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

4. REJECTION OF BIDS

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

5. CANVASSING

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

6. AWARD OF CONTRACT

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

7. VALIDITY OF BIDS

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

8. BID SECURITY

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

9. **PERFORMANCE/WARRANTY BOND GUARANTEE**

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

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

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

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

- 9.1.2 The Performance/Warranty Bond Guarantee, if provided within the given time period of 30 days, shall remain valid for a period of not less than 6 months, after the last portion of the goods and / or services have been delivered to the final destination indicated in the contract. In case Performance/Warranty Bond Guarantee is not received within given time period of 30 days, the validity period of 06 months will be increased to 09 months after the last portion of the goods and services are delivered to the final destination. In case, the Performance/Warranty Bond Guarantee is not received within 60 days, the relevant clauses of the tender / purchase order will be invoked, contract will be terminated and submitted bid bond will be forfeited.
- 9.1.3 Pursuant to above, after initial period of 30 days, a notice will be served to supplier for submission of Performance/Warranty Bond Guarantee within next 10 days. In case of adherence to the notice, the period of Performance/Warranty Bond Guarantee will be as per stipulation of clause 9.2.1. In case the supplier fails to submit Performance/Warranty Bond Guarantee even after 10 days of notice, final notice will be issued to submit Performance/Warranty Bond Guarantee within next 20 days (overall not later than 60 days of receipt of the purchase order). In case of failure, purchase order will be terminated and bid bond will be forfeited.

9.2 **WARRANTY**

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

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

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

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

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

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

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

11. FORCE MAJEURE

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

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

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

12. POST-QUALIFICATION

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

- a) The bidders shall provide documentary evidence of their having been in the line of manufacturing the offered items for the past five (5) years.
- 12.4 Quotations from bidders, who are determined to have previously in Sui Northern's judgement committed default in respect of any of its obligation against any of our previous contracts on them will not be entertained.
- 12.5 An affirmative determination will be a pre-requisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid, in which event, the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of the bidder's capabilities to perform satisfactorily.
- 12.6 However, bidders quoting an item or material of a manufacturer, which has been successfully supplied during last 5 years to SNGPL w.r.t. brand / model # /make /country of origin /manufacturing, against any of previous purchase order, or has been declared technically responsive after meeting post qualification terms against any of SNGPL tender enquiry, during the last 05 years of the tender enquiry date, are exempted from clause 12.3.
A proof of the eligibility (i.e copy of SNGPL's Purchase order or technical responsive letter) however, has to be attached with the bid instead. Without any proof, the bid will be considered deficient to clause 12.3.

13. TERMINATION OF CONTRACT

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

- a) If the supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract/Purchase Order, or any extension thereof granted by Sui Northern.
 - b) If the supplier fails to perform any other obligation(s) under the Contract/Purchase Order, or
 - c) If the supplier, in either of the above circumstances, does not cure its failure within a period of 30 days after receipt of the default notice from Sui Northern.
- 14. In the event Sui Northern terminates the contract in whole or in part pursuant to para 13 Sui Northern may procure, upon such terms and in such manner as it does appropriate, goods similar to those undelivered, and the supplier shall be liable to Sui Northern for any excess cost for such contract to the extent not terminated.
 - 15. Your material/goods are liable to be Technically/Physically inspected by us and if you fail to supply the Material/goods according to our specifications, we reserve the right to cancel our purchase order on you.
 - 16. Complete technical literature/relevant brochure on the goods offered must be accompanied with the offer in original, failing which the bid is liable to rejection. Photocopies of technical literature will not be acceptable. Technical Catalogue/technical literature are necessarily required in support of the quoted specifications. In case the accompanying literature does not support the specifications as quoted in the bid, it would be liable to rejection.

17. In case the supplier fails to supply the goods within stipulated period and seeks extension from the Company in completion of the supply of goods, in case the existing taxes including excise duty is either increased or new tax is imposed by the government during the extended period/delayed delivery by the bidder; payment thereof will be the sole liability of the seller and the Company shall not be liable to pay any such amount to the supplier/seller on account of imposition of new duty custom, excise or tax or increase in existing rate of duty, excise or tax.
18. While tendering your quotation, the present trend in the rate of material/goods in the market should be kept in mind. No request for increase in price due to market fluctuations in the cost of material/goods will be entertained.
19. In case of an order on you, you will be required to execute the order strictly in accordance with the terms and conditions of the order. In case any of the terms and conditions of the purchase order are violated we will have the right to cancel the Purchase Order or part thereof as necessary.
20. **PAYMENTS**
 - a) Payment of your bills will be made by our Accounts Department within 30-days after satisfactory completion of each delivery as given in the purchase order and after receipt of your bills in duplicate supported with receipted copies of Delivery Challan and copy of inspection reports.
 - b) Supplier's bill in duplicate accompanied by a receipted copy of Delivery Challan should be submitted within 30 days of the date of delivery of the material. Any delay in submitting the bills will result in corresponding delay in payment.
 - c) Government Tax as per prevailing rules will be deducted from supplier bills, as required vide Gazette Notification No.15(INCOME TAX) deduction of advance tax at source. If you are exempted from deduction of advance tax, you may state so and enclose a photo-state copy of any such valid Exemption Certificate.
 - d) In case the local supplier desire payment through inland letter of credit they should so state in their respective bid in that case, all bank charges relating thereto will be borne by the suppliers.
 - e) Invoices with all relevant documents should be submitted within 15 days from the delivery of goods.
21. **DEVIATION IN PAYMENT SCHEDULE**

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

22. ARBITRATION / RESOLUTION OF DISPUTES

- 22.1 Any difference or dispute arising out of or in connection with the contract between the Purchaser and Supplier which cannot be amicably resolved shall be referred to Arbitration in Lahore, Pakistan, to two Arbitrators, one to be appointed by each party for such difference/dispute. In case of the judgment of the said Arbitrators being at variance, the matter shall be referred to an "Umpire", who shall be appointed by both the said Arbitrators. The Umpire shall be retired judge of a High Court or the Supreme Court of Pakistan. Such Arbitrators and Umpire shall proceed to adjudicate the dispute in accordance with the Arbitration Act, 1940 as amended from time to time.
- 22.2 Prior to the exercising of any right by the purchaser or supplier to terminate the contract under the conditions stipulated above, a written notice shall be required to be given to the other party specifying such default(s) and calling for submission of an explanation within seven (7) days of receipt of such notice. If such explanation is not furnished within the stipulated time or if so furnished, is found to be unsatisfactory, and the default(s) continues, the contract be terminated with notice to the other party before outerring upon the reference.
- 22.3 The agreement shall be governed by Pakistan Law and the arbitration language shall be English.
- 22.4 During the course of arbitration, the supplier shall not suspend the performance of his responsibilities and obligation under the Contract unless authorized by the purchaser in writing to do so.
23. The successful supplier/manufacturer on whom purchase order / contract will be placed, shall be bound to supply the material strictly in accordance with the specifications/terms and conditions of the purchase order. In case of failure to comply with any of the terms and conditions and specifications of the purchase order SNGPL reserves the right to stop future business dealing with them and de-list their name from the list of Company's approved suppliers, in addition to levy of other penalties as per terms of contract.
24. In case of purchase order on you and subject to above, if the purchase order on you or part thereof is cancelled, we shall have the right to make purchase from other sources at your risk and cost and difference in cost will be recovered from you.
25. **INTEGRITY PACT:**
The bidders are required to carefully read the text of integrity pact attached with the tender documents (Appendix-I) for tenders having value exceeding 10 million and confirm their concurrence of execution of the same in case purchase order is placed on them. This is a mandatory requirement under public procurement rules 2004.
26. The successful suppliers/manufacturers on whom purchase order(s)/Contract(s) will be placed, shall also provide following certificate alongwith their bid :-
"In accordance with clause category No.5 (i , ii, iii) of Schedule of Punjab Finance Act 1977 amended in 1999 -2000, the Contractors, Suppliers and Services rendering persons / firms are required to deposit 'Professional Tax' and have to produce clearance certificate on of 'Professional Tax' on annual basis".

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SCHEDULE OF REQUIREMENT AND DELIVERY

OUR TENDER ENQUIRY NO. LED/002/26

The total requirement of **"SLA FOR MAINTENANCE AND SUPPORT SERVICES OF 03 PRECISION COOLING UNITS AT DATA CENTER HEAD OFFICE FOR THE PERIOD OF 01 YEAR"** delivery & Bid Bond required is as follows: -

Item No.	Description	Qty:	Delivery required / Bid Bond requirement
1.	SLA FOR MAINTENANCE AND SUPPORT SERVICES OF 03 PRECISION COOLING UNITS AT DATA CENTER HEAD OFFICE FOR THE PERIOD OF 01 YEAR (Technical Specifications & Bid Evaluation Criteria as per Appendix- 'C & D' attached).	01No.	<ul style="list-style-type: none"> As per SLA and SLA will start from the effective date at our Head Office, 21-Kashmir Road, Lahore. You will submit bid bond alongwith bid amounting to Rs.90,000/- in shape of Bank Guarantee / P.O / CC / BC / CDR / etc.
Notes: -			Also submit Bid Bond Scan copy on EPAD Bidding
1.	Please arrange to submit one original quotation alongwith duplicate copy of the same failing which your quotation may not be considered for evaluation.		
2.	The Bidders fulfilled BEC (Bid Evaluation Criteria) are allowed to participate in this tender enquiry.		
3.	Your offer should be in Pak Rupees inclusive of all Government Taxes & Duties including General Sales Tax.		
4.	Your offer should be accompanied by a copy of valid Sales Tax Registration Certificate in your name, failing which the offer will not be considered for evaluation.		
5.	Please also provide break down of your quoted prices indicating detail of taxes, duties etc., separately included therein.		
6.	We require the delivery as per above mentioned schedule/period. You however, may quote your best delivery schedule / period.		
7.	SNGPL as a withholding agent, as per Sales Tax Special Procedure (withholding) Rules, 2007, in accordance with clause No.2 (Responsibility of Withholding Agents), shall deduct an amount as per applicable rate of the total Sales Tax shown in the Sales Tax invoice issued by the supplier and make payment of the balance amount, if any.		
8.	Please indicate clearly your reservations, if any, to the terms and conditions of the tender enquiry, on the quotation.		
9.	The manufacturers/suppliers should offer only one product against each item, in conformity with the specifications stipulated in the tender documents. In case of alternate offers against an item in this tender enquiry, the bidder must provide detailed specifications of the alternates offered along with its technical literature. Details as to how the alternates offered, differ from the main offer must be provided, failing which complete bid will be considered as non-responsive.		
10.	It is contractor's responsibility to take measures as per General Procedure of HSE in view of the environmental health, safety law and regulations, which is available at www.sngpl.com.pk		
11.	The Income Tax and other taxes which are responsibility of seller should not be included in their prices while submitting their quotation.		
12.	No bidder shall be permitted to alter his after bids have been opened, but clarifications not altering the substance of the bid may be solicited and/or accepted. No bidder will be asked or required to alter the substance of his bid.		
13.	No bid will be accepted for a quantity lesser than that specified above. Any bid received for partial quantity will be rejected and not considered for evaluation.		
14.	The successful manufacturers/ suppliers on whom the purchase order(s)/contract(s) will be placed shall be bound to supply the material strictly in accordance with the specifications/terms and conditions of the purchase order. In case of failure to comply with any of the terms & conditions and specifications of the purchase order, we reserve the right to invoke relevant clauses of the tender enquiry/purchase order.		
15.	You are required to produce/submit valid professional tax clearance certificate issued by Excise and Taxation department.		
16.	We reserve the right to increase / decrease the tender quantities or cancel this enquiry in whole or in part before tender opening should our requirement. In change in the meantime. After tender opening, the quantities may be increased / decreased by 15% of the tender quantities. However, decrease beyond 15% shall be subject to concurrence by the successful bidder.		
17.	We reserve the right to extend the opening date of the tender enquiry without assigning any reason.		
18.	We reserve the right to accept and/or reject any offer without assigning any reason whatsoever.		
19.	Any discount or alternate prices not read out at bid opening will not be considered during bid evaluation.		
20.	Conditional offers / quotation will not be accepted.		
21.	Only Brand new Original & Genuine, material will be accepted.		
22.	As a result of evaluation / scrutiny of bid, if any clarification is sought by SNGPL, bidders are required to adhere to the timeline specified by the SNGPL. In case of non-compliance to the timeline, SNGPL reserves the right to proceed further without any re-course.		
23.	Unit price will prevail in case of any discrepancy found in the quoted price.		
24.	"Sales Tax return of the relevant bill along with all related documents should be submitted with the invoice(s)"		
25.	Procurement of material will be made from those suppliers/contractors who are active Tax Payers as per Federal board of Revenue (FBR)'s data base, i.e. Active Tax Payer's list (ATL).		
26.	Payment to the suppliers/bidders shall be linked with active tax payer status. If a supplier/contractor is not in the ATL, no payment shall be made until the supplier/contractor appears on ATL of FBR.		
27.	You will submit bid bond as mentioned above alongwith bid in shape of Bank Guarantee / P.O / CC / BC / CDR /etc.		

APPENDIX "C"

LED/002/26

SERVICE LEVEL AGREEMENT

**The Maintenance and Support Services of 3 Precision Cooling Units, at
Data Center Head Office**

BETWEEN

SUI NORTHERN GAS PIPELINES LIMITED

AND

M/s. XYZ

PURCHASE ORDER NO: _____

CONTRACT PERIOD – 01 YEAR

(FROM THE DATE OF SIGNING)

(To be typed on Stamp Paper)

TABLE OF CONTENTS

Service Level Agreement	1
1. Scope of Agreement	4
2. Agreement Period	4
3. Equipment Details	4
4. Definitions	4
5. Support Procedure	5
6. Support/Services/Maintenance Charges	6
7. Raising Of Invoice	6
8. Payment of Bills	6
9. Financial Instruments, Governing Law and Dispute Resolution	6
10. Deliverables covered under this agreement	8
11. Compensation and reporting	8
12. Issue Report & Quarterly Status Report Format	9
13. Roles And Responsibilities of Sngpl	10
14. Roles And Responsibilities of Service Provider (M/s XYZ)	10
15. Amendment of Agreement	11
16. Termination of Agreement	12
17. Force Majeure	12
18. Withholding Tax	13
19. Confidentiality:	13
20. Information security:	14
21. Terms and Conditions	14
22. Consumable Items Replacement Frequency	15
23. In Witness Whereof	16

This Service Level agreement (hereinafter referred to as the "SLA/Agreement") is made on this ____ day of _____ 20____, by and between:

1. **Sui Northern Gas Pipelines Limited**, a Public Limited Company incorporated under the Companies Act, 2017 and having its registered Office at 21-Kashmir Road, Lahore (hereinafter referred to as "SNGPL") which expression shall, where the context so admits, means and includes its successors-in-interests and assigns) of the **FIRST PART**.

AND

2. **M/s. XYZ**, a company incorporated under the Companies Ordinance 1984 and having _____ its _____ registered _____ office _____ at _____ (hereinafter, referred to as "XYZ", which expression shall, where the context so permits, means and includes its successors-in-interests and permitted assigns) of the **SECOND PART**.

SNGPL and M/s XYZ are collectively shall referred to as the "Parties" and/or individually as a "Party"

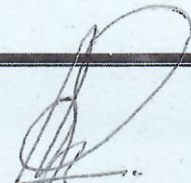
Whereas

- SNGPL is engaged in the business of construction, operation and maintenance of high-pressure gas Transmission and Distribution systems, sales of natural gas within its franchise areas.
- M/s XYZ is engaged in the business of providing Maintenance and Support Services of Precision AC at Data Center Head Office and possessed with the necessary qualification, experience and abilities to perform the required services under this agreement.
- SNGPL is desirous to receive maintenance support services from M/s XYZ for SLA of The Maintenance and Support Services of 3 Precision Cooling Units, at Data Center Head Office subject to the terms and conditions set out in this Agreement and M/s XYZ covenants that it possesses the relevant skill, knowledge and trained workforce to provide the required Services for maintenance of Precision AC at Head Office Data Centre and that it is willing to provide the requisite services to SNGPL on the terms and conditions as set out in this Agreement.

"The following document attached hereto, in the order of priority stated below for the purposes of interpretation, shall form and integral part of this Service Level Agreement. However, in case of any discrepancy between this Agreement and the documents mentioned below and annexed therewith, the terms of this Agreement shall take precedence.

- *Invitation to bidder*
- *General Terms – Appendix A*
- *Schedule of Requirement & Delivery – Appendix B*
- *Questionnaire / Commercial Terms Sheet" – Appendix H*

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



1. SCOPE OF AGREEMENT

M/s. XYZ will provide the 24/7 Maintenance and Support Services of Precision AG₃ at Data Centre Head Office, as mentioned in section three (3) hereinafter and any other work which in the reasonable opinion of the Company is identical and ancillary thereto within the scope of this Agreement.

2. AGREEMENT PERIOD

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

AGREEMENT SCHEDULE

Effective Date of the Agreement: _____

Expiry Date of the Agreement: _____

3. EQUIPMENT DETAILS

Sr#	Description of Items	Qty
1	EMERSON/VERTIVCO Model: PEX3-P2060DA104	3

4. DEFINITIONS

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

1. **"Agreement"** means this 24/7 Service Level Agreement for Maintenance Support Services originally executed by and between the Parties on the Effective Date as amended or supplemented thereafter including any Exhibits/addendum/Schedule attached thereto and duly signed Purchase Order.
2. **"Business Day"** means a day on which SNGPL Offices are normally open for office business i.e. Monday to Saturday at Head Office
3. **"Non-Business Day"** means Sunday and other Holidays as may be announced by the Government of Pakistan, or SNGPL Management.
4. **"Coverage Hours"** means 24 hours a day and 7 days a week.
5. **"Business Hours"** means 8:30 A.M to 5:00 P.M
6. **"Total Time"** means 24 x 7 x 365.

7. **"Equipment"** means Maintenance Contract of Data Centre Infrastructure as mentioned in Equipment Details of the Tender Document.
8. **"Service Level Agreement (SLA)"** means an agreement between XYZ and SNGPL which stipulates a set of properties or attributes that the service must satisfy, possibly together with a definition of the payment and/or penalties associated with meeting or failing to meet the agreed criteria.
9. **"Engineer"** means M/s. XYZ's qualified engineer.
10. **"SNGPL Authorized Officer"** means a permanent employee of SNGPL IT/MIS Department designated by GM (IT/MIS) for the purpose of this Agreement.
11. **"RMA"** means Return Merchandise Authorization.
12. **"Effective Date / Service Date"** means the date on which this Agreement is signed by and between the Parties.
13. **"Taxes"** means all direct and indirect applicable taxes levied by the Government of Pakistan from time to time.
14. **"Service Provider"** means M/s XYZ.
15. **"Response Time"** means time period during which M/s XYZ will the complaint lodged by SNGPL designated resource.
16. **"Confidentiality"** means any "Confidential Information" as described in clause 19 of this agreement.
17. **"Calendar Day"** means the time from midnight to midnight.
18. **"Log Book"** means where Engineer of service provider enters his arrival /departure time and documents the fault description.

5. SUPPORT PROCEDURE

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

Support Website:

Email:

Fax:

Cell Number:

Telephone:

City/ Region	Telephone Numbers
Lahore	

6. SUPPORT/SERVICES/MAINTENANCE CHARGES

Commencing on the effective service date, SNGPL will pay to M/s XYZ per quarter for the yearly services as shown below:

	Price Without Applicable Taxes (PK Rs.)	Remarks
Total Maintenance Contract Cost (For 01 Year)		<i>Mention tax rates if any</i>

Quarterly cost will be calculated based on above Maintenance Contract Cost.

7. RAISING OF INVOICE

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

8. PAYMENT OF BILLS

Within thirty (30) Business days upon receipt of invoice, SNGPL would strive to settle the bill/invoice within a period of -----, after due consideration and regards to its correctness and accuracy in light of this Agreement. If SNGPL disputes any portion of the bill/invoice the matter would be referred back to M/s XYZ for clarification of such disputed portion of the bill/invoice. Until such time the clarification is received, the invoice would remain unsettled. SNGPL would only proceed with the payment of bill/invoice amount once a satisfactory clarification is solicited by M/s XYZ.

9. FINANCIAL INSTRUMENTS, GOVERNING LAW AND DISPUTE RESOLUTION.

9.1 Performance Security

9.1.1. Within fifteen (15) Business Days following the execution of this Agreement, M/s XYZ will furnish a Performance Bond Guarantee in the form of the Bank Guarantee issued by a scheduled Bank in Pakistan, in favor of SNGPL at the amount of 10% of the total net value of the Agreement excluding Sales Tax. The proceeds of the Performance Bond Guarantee shall be payable to SNGPL as compensation for any loss resulting from M/s XYZ's failure to complete its obligations, in part or full, under the Agreement. This will serve as Performance Security to guarantee timely support and services for maintenance of Head Office Data Centre at Head Office as per this SLA.

9.1.2 The Performance Bond Guarantee/Performance Security will, additionally, serve as a Warranty Bond for the purpose of this Agreement to ensure that

M/s XYZ readily complies with and mitigates any and all defects during the warranty period following the completion of the scope of this Agreement.

- 9.1.3 The Performance / Warranty Bond Guarantee shall remain valid for **6 months after the last part of the services has received or for another duration communicated by SNGPL to M/s XYZ**. SNGPL shall promptly notify M/s XYZ in writing of any claim arising out of the performance of the Agreement. Upon receipt of such notification, M/s XYZ shall, within reasonable time, address and settle the claims. If M/s XYZ having been notified, fails to fully settle the claim within 30 days, SNGPL may proceed to take such remedial action as may be necessary at M/s XYZ's risk and expense and without prejudice to any other rights which SNGPL may have against the M/s XYZ under the Agreement, including partial or complete forfeiture of the Performance / Warranty Bond Guarantee.
- 9.1.4. Nothing contained herein shall be construed to limit M/s XYZ's obligations and liabilities with regard to the Performance of the Agreement.
- 9.1.5 The Performance / Warranty Bond Guarantee will be discharged by SNGPL, as soon as possible following the date of completion of M/s XYZ's Performance obligations under the Agreement.

9.2 Governing Law and Dispute Resolution Mechanism.

- 9.2.1 This Agreement shall be governed by and construed in accordance with the laws of the Islamic Republic of Pakistan.
- 9.2.2 Any difference arising out of or in connection with the Agreement which cannot be amicably resolved by the Parties within a period of 30 days shall be referred to Arbitration under the prevailing law. The Arbitral Tribunal shall comprise two (2) Arbitrators one to be appointed by each Party to this Agreement. In case of variance regarding the findings and judgment of the appointed Arbitrators, the matter shall be referred to an "Umpire", who shall be appointed by Arbitrators, selected by the Parties in the first instance. The Umpire shall be a retired Judge of the High Courts and/or the Supreme Court of Pakistan. Such Arbitrators and Umpire shall proceed to adjudicate the dispute in accordance with the Arbitration Act, 1940 as amended from time to time. The Arbitral proceedings shall be conducted at Lahore, Pakistan. The decision of Arbitrator or Umpire, as the case may be, shall be conclusive and binding on the Parties subject to due process of law. Each Party shall bear the costs of Arbitration individually and in case of appointment of Umpire the cost shall be shared equally unless otherwise awarded.
- 9.2.3 The language to be used in the Arbitral proceedings shall be English.
- 9.2.4 During the course of any arbitration arising out of or in connection with this Agreement, M/s XYZ agrees and covenants that it shall not suspend the performance of its responsibilities and obligations under the Agreement unless authorized by SNGPL in writing.

10. DELIVERABLES COVERED UNDER THIS AGREEMENT

SR NO	DELIVERABLES
1	M/s. XYZ will resolve all complaints according to Severity levels.
2	M/s. XYZ will deliver all reports according to given format in the SLA document.
3	M/s. XYZ will record all remedial solutions in the log book at SNGPL site.
4	M/s. XYZ will perform quarterly health check or Preventive Maintenance and submit the Hardware/Software status report to SNGPL designated officer. This document shall provide detailed report of equipment health.

11. COMPENSATION AND REPORTING

M/S XYZ shall provide quarterly reporting to the designated officer of SNGPL setting out the service details from the last invoice.

11.1 Services Outage Compensation

(1) Following are the service levels and their descriptions under this Agreement. The below mentioned amount will be deducted as Services Outage Compensation from the remaining invoice.

(2) Service level may be changed after initial response by M/s XYZ.

Severity Level	Description	Response Time	Resolution Time	Deduction Amount
<u>Severity Level-I</u> Top Critical Business Level	Complete loss of Service and operations, or wide scale business outage or significant impact to business.	8 hours	1-Calendar Day	An Amount equivalent to 10% of performance Bond Guarantee for every 24 hours, will be deducted, till the restoration of service. Total deduction shall not exceed PWBG amount. This amount will be deducted from the Quarterly invoice.
<u>Severity Level-II</u> Highly Serious Business Impact	Significant or degraded service. Time sensitive issues important to productivity. High-Impact problems where business is proceeding but is significantly impaired.	12 hours	3-Calendar Days	An Amount equivalent to 5% of performance Bond Guarantee for every 3 Calendar days, will be deducted, till the restoration of service. Total deduction shall not exceed PWBG amount. This amount will be deducted from the Quarterly invoice.

<u>Severity Level-III</u> Medium Minor Business Impact	Minor Loss of Service. Issues causing significant customer concern.	1-Day	5-Calendar Days	An Amount equivalent to 2% of performance Bond Guarantee for every 5 Calendar days, will be deducted till the restoration of service. Total deduction shall not exceed PWBG amount. This amount will be deducted from the Quarterly invoice.
<u>Severity Level-IV</u> Low Business Impact	Service in working mode; but has issues that do not have significant impact	3-Days	10-Calendar Days	An Amount equivalent to 1% of performance Bond Guarantee for every 10 Calendar days, will be deducted, till the restoration of service. Total deduction shall not exceed PWBG amount. This amount will be deducted from the Quarterly invoice.
<u>Severity Level-V</u> No Business Impact	Service in working mode; but has issues that do not have significant impact	5-days.	15-Calendar days	An Amount equivalent to 1% of performance Bond Guarantee for every 15 Calendar days, will be deducted, till the restoration of service. Total deduction shall not exceed PWBG amount. This amount will be deducted from the Quarterly invoice.

Note: PWBG will keep intact & valid for a period of 6 months after completion of SLA.

12. ISSUE REPORT & QUARTERLY STATUS REPORT FORMAT

M/s XYZ will provide the status report on the following formats. M/s XYZ can submit any additional reports necessary.

12.1 Issues Report

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

12.2 Devices Health and Performance Status Report

Any standard format chosen by M/s. XYZ for the devices.

13. ROLES AND RESPONSIBILITIES OF SNGPL

SNGPL agrees to the following general responsibilities under this agreement:

- (1) SNGPL will conduct business in a reciprocal courteous and professional manner with M/s XYZ.
- (2) SNGPL will provide all relevant information required to open a support request.
- (3) SNGPL will facilitate to M/s XYZ that Agreement targets are punctiliously met (coordinating all activities to ensure all tasks are performed in a consistent manner and on schedule as envisaged under this agreement).
- (4) SNGPL will facilitate to M/s XYZ for ensuring all work is performed according to the agreed-upon work methods and standards.

14. ROLES AND RESPONSIBILITIES OF SERVICE PROVIDER (M/s XYZ)

The Service Provider XYZ has the following general responsibilities under this Agreement:

- (1) M/s XYZ will conduct business in a courteous and professional manner.
- (2) M/s XYZ will provide the name, CNIC, Cell number of their nominated engineers to the SNGPL.
- (3) M/s XYZ will use its own appropriate help desk to provide Standard Coverage and After-hours Coverage.
- (4) Once a support request has been submitted, the Vendor will ensure the availability of the engineer to work with the SNGPL support resource assigned to the support request.
- (5) M/s XYZ will attempt to resolve problems over the phone on first call.
- (6) The Organization's end-users will not contact the Vendor's support resources directly to report a problem. All problem calls must be logged through the appropriate help desk.
- (7) All the remedial solutions shall be documented at the log book at SNGPL site/sites.
- (8) M.s XYZ shall be responsible for performance of any other work which is in the reasonable opinion of SNGPL/Company is connected or ancillary with the scope of work under this Agreement.



- (9) M/s XYZ agrees that all the software and hardware equipment and uninterrupted services are covered under this agreement and M/s XYZ will provide the services as per service level definitions.
- (10) M/s XYZ is responsible to maintain all the equipment in proper working condition. This includes repair/replacement of Parts or Equipment.
- (11) M/s XYZ will be responsible for any kind of Software upgrades related to the equipment.
- (12) M/s XYZ will respond to the complaint lodged during Coverage Hours, and provide solution based on severity level as mentioned in the severity level definitions.
- (13) M/s XYZ shall ensure that backup equipment should be of the same capacity or higher but should be able to cater the entire cooling load of Data Center Head Office.
- (14) M/s XYZ will provide replacement of faulty equipment if found beyond repair during agreement period, of the same or higher capacity and features at no additional cost.
- (15) M/s XYZ shall be responsible to cover the cost of all consumables of the Precision ACs (see section# 22) installed at Data Centre in this Service level Agreement and will be replaced as per manufacturer recommendation.
- (17) M/s XYZ shall be responsible to perform quarterly clean-up of Precision ACs at Data Centre. All expenses must be covered in this SLA.
- (18) M/s XYZ will be responsible to perform quarterly maintenance services of the Precision ACs (which are listed in the SLA) as per manufacturer recommendation and submit the report as per standard format chosen by M/s XYZ for the unit.
- (19) M/s XYZ shall ensure that the replacement of Precision ACs (*for any malfunctioning*) should be fully operational and functioning in the intended manner. Otherwise SNGPL may arrange repair at the risk and cost of the vendor.
- (20) M/s. XYZ will bear all the courier charges for the equipment.
- (21) M/s XYZ will be responsible to arrange in house training twice a year on Cooling Units basic operations and diagnostics.
- (22) M/s XYZ will accept the liability for any scratches, damage or loss to SNGPL equipment caused by their own fault.
- (23) M/s XYZ shall bear all expenses at its own with respect to travelling /accommodation on SNGPL sites as and when required.

15. AMENDMENT OF AGREEMENT

Any amendment to the terms and conditions of this Agreement shall be in writing and with mutual consent of the Parties.



16. TERMINATION OF AGREEMENT

- (1) Prior to the exercising any right to terminate the Agreement under the conditions stipulated herein; the Party intending to do so (hereinafter "**Terminating Party**") shall give the other Party a written notice specifying such default(s) and calling for submission of an explanation within seven (7) Business Days of receipt of such notice. If such explanation is not furnished within stipulated time or if so furnished, is found to be unsatisfactory, and the default(s) persists, the Agreement may be terminated with notice to the other Party.
- (2) Right to terminate this Agreement unilaterally vests with "SNGPL" for which assigning any reason is not mandatory. Without prejudice to the forgoing this Agreement shall be terminated in case(s):
 - a) M/s XYZ fails to perform or carry out any or all of its obligation (s) under this Agreement.
 - b) M/s. XYZ does not mitigate its failure and/or shortcomings within a period of 30 Business Days after receipt of default notice from SNGPL.
 - c) In case, the event stipulated at Clause 16(2) subsists for over sixty (60) Calendar Days.
- (3) In the foregoing instances spelled out at 16(2) above SNGPL retains the right to terminate this Agreement by tendering a prior notice of thirty (30) Calendar days to M/s XYZ.
- (4) Upon termination of this Agreement, the rights and obligations of the Parties shall cease to exist but, however, the termination shall not affect any rights or obligations of Parties which may have arisen prior to such termination. Upon termination of this Agreement, SNGPL shall not be liable for any payment obligations under this Agreement as of the date of such termination.

17. FORCE MAJEURE

- (1) Notwithstanding any provision to the contrary for damages or be deemed in default of the provisions of the contract/purchase order for failure to perform or delay in the performance of obligations assumed by such party pursuant hereto in so far as the said affected party can clearly establish that its performance has been prevented or delayed by force majeure. The term "Force Majeure" as employed here in shall mean acts of Government in their sovereign capacity, riots, strikes, lock outs, fires occurring in the M/s XYZ's establishment, political disturbance, mobilization, wars, unprecedented flood, storm hurricanes or other acts of Gods.
- (2) If a Party wishes to claim relief by reasons of Force Majeure, it shall within 3 (three) Calendar Days of the occurrence of the Force Majeure event serve a written notice of such occurrence on the other Party through registered airmail. The notice shall comprise details of the Force Majeure event, how it has affected the scope of the Agreement, the measures that have been taken by the Party to mitigate the effect of Force Majeure and suggest a way forward to mitigate the subsisting effect of Force Majeure. The Parties shall mutually consult and agree upon the measures to be taken in order to determine a way forward. As soon as the Force Majeure ends, the affected Party shall promptly resume performance of its obligations under the Agreement and

intimate the other Party regarding the same. If the Force Majeure event persists for the period of Forty-Five (45) Calendar Days SNGPL shall be entitled to terminate this Agreement.

18. WITHHOLDING TAX

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

19. CONFIDENTIALITY:

- (1) M/s XYZ undertakes to treat as confidential and keep secret all information disclosed by SNGPL ("**the Disclosing Party**" for the purpose of this Clause) in connection with this Agreement and any other information it receives as a result of the implementation of this Agreement, which may reasonably be supposed to be confidential, that is disclosed by the Disclosing Party to M/s XYZ. M/s XYZ shall protect the information with the same degree of care as it employs with regard to its own confidential information of a like nature and in any event in accordance with best current commercial security practices.
- (2) M/s XYZ shall not without prior written consent of the Disclosing Party disclose any part of the information to any person. Except:
 - a. To its employees who need to know the same.
 - b. To its auditors, court of competent jurisdiction, a governmental body or applicable regulatory authority and any other persons or bodies having a right, duty or obligation to know the business of M/s XYZ and then only in pursuance of such right, duty or obligation.;
 - c. Any person who is for the time being appointed by M/s XYZ to carry out the obligations under this Agreement.
- (3) M/s XYZ shall promptly notify SNGPL if it becomes aware of any breach of confidentiality by any person to whom it discloses all or any part of the information and shall give SNGPL all reasonable assistance in connection with any proceedings, which SNGPL may institute against such person for breach of confidentiality.
- (4) Remedies for breach of Confidentiality

M/s XYZ hereby agrees and acknowledges that any disclosure, advertent or inadvertent, of any confidential information prohibited herein or any breach of the provisions herein may result in irreparable injury and damage to SNGPL which will not be adequately compensable in monetary damages, and that SNGPL may, in addition to all other remedies available to it at law or in equity, including but not limited to, suit for monetary damages, obtain such preliminary, temporary or permanent, mandatory or restraining injunctions, orders or decrees as may be necessary to protect SNGPL against, or on account of any breach, by M/s XYZ, its employees or agents, jointly and severally, of the provisions contained herein, and M/s XYZ agrees to reimburse the reasonable legal fee and other costs and expenses incurred by SNGPL in enforcing the provisions of this Agreement.

20. INFORMATION SECURITY:

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

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

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

- a. Protect the security and integrity of its Customer Data to the extent within the Disclosing Party's control,
- b. Protect against unauthorized access to or use of the Receiving Party's systems and servers on which Customer Data of the Disclosing Party is stored to the extent within the Disclosing Party's control.
- c. The Receiving Party will:-
 - i. Take appropriate action to address any incident of unauthorized access to Customer Data of the Disclosing Party
 - ii. Notify the Disclosing Party as soon as possible of any incident of unauthorized access to Customer Data and any other breach in the Receiving Party's security that materially affects the Disclosing Party or the Disclosing Party's customers including providing the mechanism to indemnify the Disclosing Party to make good the breach.

21. TERMS AND CONDITIONS**1. Term of Agreement**

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

2. Communications / Notices

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

Sui Northern Gas Pipelines Limited**To XYZ**

IT/MIS Department, 2nd Floor,
21-Kashmir Road,
Lahore, Pakistan.
Tel: 042-9920 1338
Fax: 042- 9920 3236

Tel:

Fax:

Attention:

Attention: Mr. Nadeem Nisar

Dy. Chief Officer (IT/MIS)

nadeem.nisar@sngpl.com.pk

3. Integrity Pact

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

4. Severability

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

22. CONSUMABLE ITEMS REPLACEMENT FREQUENCY

List of consumables items covered under the agreement:

22.1 Precision AC Cooling System:

All consumables items for 3 Quantities of EMERSON/VERTIVCO are covered in this agreement which is as follow: -

- 1- **Air Filters** *(Depending upon usage, a pressure differential switch generates filter clogging alarm, upon having alarm operator will have to clean/replace the filter. However, EMERSON/VERTIVCO genuine parts used and one time replace in this SLA for all three units.)*
- 2- **Humidifier** *(Depending upon working, or failing in dehumidifying. However, EMERSON/VERTIVCO genuine parts used and replace whenever required for all three units.)*
- 3- **Refrigerant** *(Depending on incident leakage due to any reason such as, corrosive environment, jerk, impact or else. However, R-410 A/R407C Genetron USA/EU for refrigerant used and one time replace or whenever required in this SLA for all three units)*

23. IN WITNESS WHEREOF

The respective parties hereto have set their hands on the date first herein above written.

**For and On Behalf of M/S. Precision
Cooling Services**

For and On Behalf of SNGPL

Authorized Signatory

Name: _____

Designation: _____

Address: _____

CNIC: _____

Phone: _____

Witness1:

Name: _____

Signature: _____

Designation: _____

CNIC: _____

Witness2:

Name: _____

Signature: _____

Designation: _____

CNIC: _____

Authorized Signatory

Name: _____

Designation: General Manager (IT/MIS)

For Managing Director

Gas House, 21-Kashmir Road,

Lahore, Pakistan.

CNIC: _____

Phone: 042-9920 2336

Witness1:

Name: _____

Signature: _____

Designation: _____

CNIC: _____

Witness2:

Name: _____

Signature: _____

Designation: _____

CNIC: _____

APPENDIX-'D'
LED/008/26

SLA FOR THE MAINTENANCE AND SUPPORT SERVICES OF 3 PRECISION COOLING UNITS, AT DATACENTER HEAD OFFICE
FOR THE PERIOD OF 01 YEAR

HO/IT/LP/0096/26

BEC Compliance Sheet

Sr. No.	Description	Comply (Yes/No)
1	The bidder should have an experience of 03 years of support services of precision cooling units during last 07 Years.	
2	Bidder should have country wide support team Including major cities of Pakistan like (Lahore, Karachi & Islamabad).	
3	The Bidder should have a fully Functional office at Lahore.	
4	Bidder should provide Evidence (like Training certificate of industrial precision cooling units) two skilled staff for support & Services.	



SUI NORTHERN GAS PIPE LINES LIMITED

PRICE SHEET

1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.
<u>SR.</u> <u>NO.</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>BRAND</u> <u>NAME</u>	<u>COUNTRY</u> <u>OF</u> <u>ORIGIN</u>	<u>UNIT PRICE</u> <u>EX-WORKS</u> (INCLUDING DUTIES AND TAXES IF ANY BUT EXCLUDING SALES TAX) (Rs.)	<u>FREIGHT AND</u> <u>OTHER</u> <u>EXPENSES</u> FOR FREE DELIVERY AT Our store Head Office Lahore, (Rs.)	<u>UNIT PRICE</u> <u>Free Delivery</u> AT Our store Head Office Lahore, (WITH OUT SALES TAX) (6+7) (Rs.)	<u>TOTAL PRICE</u> <u>Free Delivery.</u> AT Our store Head Office Lahore, (WITHOUT SALES TAX) (3X8) (Rs.)	<u>SALES</u> <u>TAX</u> <u>GST</u> <u>As per</u> <u>law</u> (Rs.)	<u>TOTAL UNIT</u> <u>VALUE</u> <u>Free Delivery.</u> AT Our store Head Office Lahore, (INCLUDING SALES TAX) (8+10) (Rs.)	<u>TOTAL</u> <u>VALUE</u> <u>Free Delivery</u> AT Our store Head Office Lahore, (11 X 3) (Rs.)
1.	SLA for Maintenance and Support Services of 03 Precision Cooling Units, at Data Center Head Office for The Period of 01 Year	01No.									
	(Other details specification as per Appendix- 'C' & Bid Evaluation Criteria as per Appendix- 'D' Attached).										

Supplier's Signatures_____
Firm/Company's stamp

(ON BOND PAPER OF RS.100/-)

FORM OF BID BOND

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

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

by these present that

We _____

having our registered office at

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

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

THE CONDITIONS of this obligation are.

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

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

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

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

SIGNATURE OF THE BANK

NAME OF WITNESS _____

ADDRESS OF WITNESS _____

APPENDIX 'G'
Tender Enquiry No. LED / 002 / 26.
(ON BOND PAPER OF RS.100/-)

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

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

Dear Sirs,

Performance Warranty Bond Guarantee
No. _____
Date: _____
Amount: _____
_____ Valid upto 06
months after the last portion of the goods
have been delivered to the final destination
indicated in the contract and till
_____ whichever is later.

PERFORMANCE WARRANTY/BOND GUARANTEE

As per request of M/s. _____
We hereby issue our letter of Guarantee No. _____
in your favour on account M/s. _____
for a sum not exceeding Rs. _____
(Rupees _____ being 10% of the total value of
the total value of your order No. _____ dated _____ (excluding Sales
Tax) as a Performance Warranty/Bond Guarantee as per requirement and specifications
mentioned in the order under the following terms and conditions:-

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

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

NAME OF BANK

Sd/-
OFFICER (SEAL) MANAGER

APPENDIX 'H'
Tender Enquiry No. LE^D / 082 / 26

QUESTIONNAIRE/COMMERCIAL TERM SHEET

	Yes	No
1. Is your offer firm and irrevocable as per terms and condition of tender enquiry ?		
2. Do you agree to the delivery schedule specified in the tender enquiry?		
3. Is your offer valid for a period of at least 90 days?		
4. Have you submitted Bid Bond in line with terms and conditions of the tender enquiry ?		
5. Do you agree to evaluation of each item separately? (Applicable in case of more than one items)		
6. Do you agree to providing Performance /Warranty Bond Guarantee within 30 days of award of contract?		
7. Do you agree to tender clauses pertaining to Late Delivery Charges?		
8. Do you agree to tender clause pertaining to Force Majeure?		
9. Do you agree to tender clause pertaining to Termination of Contract?		
10. Do you agree to tender clauses regarding payment?		
11. Do you require payment through L/C or against bills as per option given in the tender enquiry? Please specify.		
12. Do you have any reservation to any of terms & conditions stipulated in the tender documents. Please specify if any?		
13. Have you enclosed cost break-up of the quoted prices as required in the tender enquiry?		
14. Do you agree to execute Integrity Pact in compliance with PPRA Rules, 2004 (Appendix-I)?		
The following information must be required to be submitted by the bidders alongwith the bid.		
i). Name of the bidder.		
ii). Type of ownership i.e Proprietor/Partnership/Private Limited Company/Public Limited Company.		
15. Following relevant paper must be provide in respective cases:-		
i). Copy of NIC in case of single proprietor.		
ii). Copy of partnership deed in case of partnership.		
iii). Copy of Article of Association for Private/Public Limited Companies.		
16. Date of establishment of business concern.		
17. GST Number alongwith copy of certificate.		
18. National Tax Number alongwith copy of Certificate.		
19. Valid Professional Tax Clearance Certificate.		

Authorized Signatories of the Bidders

Name: _____

Date: _____

Company Seal: _____

Place: _____

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

INTEGRITY PACT

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

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

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

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

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

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

[Buyer]

[Seller/Supplier]

AUTHORITY LETTER

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

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

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

SIGNATURE _____

STAMP _____

**Rs.100/-
(Non Judicial Stamp Paper)**

CERTIFICATE OF FULL DISCLOSURE AND NON-COLLUSION

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

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

(DEPONENT)

Verification:

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

(DEPONENT)

Dated: the _____

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

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

Proceedings for Blacklisting :-

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

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

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

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

Findings & Decisions:

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

Appeal:-

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

Appendix 'M'

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts.

1. Name
2. Father's Name/Spouse's Name
3. CNIC/NICOP/Passport No.
4. Nationality
5. Residential address
6. Email address
7. Date on which shareholding, control or interest acquired in the business.
8. In case of indirect shareholding, control or interest being exercised through intermediary companies, entries or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided:

1	2	3	4	5	6	7	8	9	10
Name	Legal form (company/Limited Liability Partnership/ Association of Persons/Single Member Company/partnership Firm/Trust/Any other individual, body corporate (to be specified)	Date of incorporation/ registration	Name of registering authority	Business Address	Country	Email address	Percentage of shareholding, control or interest of BO in the legal person or legal arrangement	Percentage of shareholding, control or interest of legal person or legal arrangement in the Company	Identify of natural person who ultimately owns or controls the legal person or arrangement

9. Information about the Board of Directors (details shall be provided regarding number of shares in the capital of the company as set opposite respective names).

1	2	3	4	5	6	7	8
Name and surname (in Block Letters)	CNIC No. (in case of foreigner, Passport No)	Father's/Husband's Name in full	Current Nationality	Any other Nationality (ies)	Occupation	Residential address in full or the registered/ principal office address for a subscribers other than natural person	Number of shares taken by cash subscriber (in figures and words)
			Total numbers of shares taken (in figures and words)				

10. Any other information incidental to or relevant to Beneficial Owner(s).

Name and signature

(Person authorized to issue notice on behalf of the company)