



سوئی ناردرن گیس
Sui Northern Gas

Ref: PUR-43 (LED/022/26) (2nd Amendment)

Date: 12.06.2026

The Director (IT/MIS)
Public Procurement Regulatory Authority,
Cabinet Secretariat, Cabinet Division, Government of Pakistan,
Federal Bank for Cooperative Building, Sector G-5/2,
Islamabad.

INVITATION TO BID
SLA FOR THE MAINTENANCE OF DATA CENTRE INFRASTRUCTURE AT THE HEAD OFFICE
LAHORE FOR PERIOD OF 02 YEARS
TENDER ENQUIRY NO.LED/022/26

Dear Sirs,

Sui Northern Gas Pipelines Limited, a Gas Transmission & Distribution Company, invites sealed bids from the original manufacturers/authorized distributors/d e a l e r s suppliers etc. registered with Income Tax and Sales Tax Departments possess valid Professional Tax Clearance Certificate and are on Active Taxpayers list of the Federal Board of Revenue, for supply of "**SLA FOR MAINTENANCE OF DATA CENTRE INFRASTRUCTURE AT HEAD OFFICE LAHORE FOR PERIOD OF 02 YEARS.**"

Item No.	Description	Quantity
1	SLA FOR MAINTENANCE OF DATA CENTRE INFRASTRUCTURE AT HEAD OFFICE LAHORE FOR PERIOD OF 02 YEARS.	01 No.

1. A set of 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.
2. A Bond (Bid Bond) issued by a scheduled Bank of Pakistan valid for 120 days from the date of bid opening shall be accompanied along with hard copy of bid as mentioned in bidding documents.
3. E- bids must be submitted through EPADS . *No Tender fee required. Snd*
4. The bids, prepared in accordance with the instructions in the bidding documents, must reach at **Procurement Department, 1ST Floor, Gas House, 21 Kashmir Road Lahore** on or **before 03.06.2026 at 1430 Hours (closing time)**. **Bids will be publicly opened on the same day at 1500 Hours.**

Yours faithfully,
SUI NORTHERN GAS PIPELINE LIMITED

(Aatir Mahmood)
Dy Chief Officer (Procurement)
for MANAGING DIRECTOR

N.O.O.

cc: GM (IT/MIS)

cc: GM (Compliance)

Kindly display the tender on Company's website

Kindly depute your executive representative on tender opening date as mentioned above

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Registered Office:
Sui Northern Gas Pipelines Limited,
21- Kashmir Road, Lahore, Pakistan.
+92-42-99082000-06

www.sngpl.com.pk

Head Office:
21- Kashmir Road, Lahore, Pakistan.
+92-42-99082000-06



سوئی ناردرن گیس
Sui Northern Gas

Ref: PUR-43 (LED/022/26)

Date: 13.04.2026

The Director (IT/MIS)

Public Procurement Regulatory Authority,
Cabinet Secretariat, Cabinet Division, Government of Pakistan,
Federal Bank for Cooperative Building, Sector G-5/2,
Islamabad.

INVITATION TO BID
SLA FOR THE MAINTENANCE OF DATA CENTRE INFRASTRUCTURE AT THE HEAD OFFICE
LAHORE FOR PERIOD OF 02 YEARS
TENDER ENQUIRY NO.LED/022/26

Dear Sirs,

Sui Northern Gas Pipelines Limited, a Gas Transmission & Distribution Company, invites sealed bids from the original manufacturers/authorized distributors/d e a l e r s suppliers etc. registered with Income Tax and Sales Tax Departments possess valid Professional Tax Clearance Certificate and are on Active Taxpayers list of the Federal Board of Revenue, for supply of **“SLA FOR MAINTENANCE OF DATA CENTRE INFRASTRUCTURE AT HEAD OFFICE LAHORE FOR PERIOD OF 02 YEARS.**

Item No.	Description	Quantity
1	SLA FOR MAINTENANCE OF DATA CENTRE INFRASTRUCTURE AT HEAD OFFICE LAHORE FOR PERIOD OF 02 YEARS.	01 No.

1. A set of 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.
2. Bidding documents can be download from EPADS Price of the bidding documents is Rs. 2,500/- in the shape of CDR/Pay order/DD while earnest money (in original), for the amount as mentioned in SOR (Appendix-B) in the form of a bank Draft/Pay Order or a Bond (Bid Bond) issued by a scheduled Bank of Pakistan valid for 120 days from the date of bid opening shall be accompanied along with hard copy of bid as mentioned in bidding documents.
3. E- bids must be submitted through EPADS .
4. The bids, prepared in accordance with the instructions in the bidding documents, must reach at **Procurement Department, 1ST Floor, Gas House, 21 Kashmir Road Lahore** on or **before 05.05.2026 at 1430 Hours (closing time). Bids will be publicly opened on the same day at 1500 Hours.**

Yours faithfully,
SUI NORTHERN GAS PIPELINE LIMITED

(Aatir Mahmood)
Dy. Chief Officer (Procurement)
for MANAGING DIRECTOR

N.O.O.

cc: GM (IT/MIS)

cc: GM (Compliance)

Kindly display the tender on Company's website

Kindly depute your executive representative on tender opening date as mentioned above

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Registered Office:
Sui Northern Gas Pipelines Limited,
21- Kashmir Road, Lahore, Pakistan.
+92-42-99082000-06

www.sngpl.com.pk

Head Office:
21- Kashmir Road, Lahore, Pakistan.
+92-42-99082000-06



M/s.

Dear Sirs,

INVITATION TO BID
TENDER ENQUIRY NO. LED/022/26
SLA FOR MAINTENANCE OF DATA CENTER INFRASTRUCTURE
AT HEAD OFFICE LAHORE FOR PERIOD OF 02 YEARS
CLOSING DATE 13.04.2026
TENDER CLOSING TIME 1430 HOURS & OPENING TIME 1500 HOURS

- 1-A) We enclose herewith one set of our Tender Enquiry for supply of subject noted item comprising of the following: -
- | | |
|--|--------------|
| i). General Terms | Appendix 'A' |
| ii). Schedule of Requirement and Delivery | Appendix 'B' |
| iii). Technical specifications | 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 integrity pact under PPRA Rules, 2004 | Appendix 'I' |
| x). 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' |
| xi). Certificate of Full Disclosure and Non-Collusion | Appendix 'K' |
| xii). Manner and mechanism to Blacklisting /Cross Debarring of Supplier or Contractor | Appendix 'L' |
| xiii). Declaration of Ultimate Beneficial Owner's Information for Public Procurement Contracts | Appendix 'M' |
- 1-B) The bids against this tender enquiry are invited on **single stage two envelopes system basis**. The bids shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the **"TECHNICAL PROPOSAL" and the "FINANCIAL PROPOSAL"**.
- 1-C) Bids must be submitted on EPADS before Tender closing/opening time failing which your offer will be rejected.

The Technical and Financial Proposals must include amongst others, the following documents: -

Technical Proposals

- Documents required vide clause 3 of Appendix 'A' (Applicable Standard)
- Technical Literature (Clause 16 of Appendix 'A')
- Clause by Clause commentary on technical specifications (Compliance Sheet)
- Bid Bond in original as stipulated at serial 8 page 2 of General Term, Appendix- A, must be conspicuously placed in separate envelope with Technical Proposal of the bids.**
- Tender Document Fee in original in shape of Pay Order/Demand Draft/Banker's Cheque for Rs.2,500/- in favour of SNGPL**
- Questionnaire/Commercial Term Sheet (Appendix-H)
- Professional Tax Clearance Certificate (clause 14 of Appendix 'B')
- Copy of Sales Tax Registration Certificate.
- Copy of Income Tax Certificate.

Please arrange to submit one original technical proposal alongwith duplicate copy of the same as submitted on EPADS, as per clause 1-C (v), failing which your offer may not be considered for evaluation.

Financial Proposals

- Price Sheet (Appendix - E)

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- i) The envelope shall respectively be marked as “**TECHNICAL PROPOSAL**” and “**FINANCIAL PROPOSAL**” in bold and legible letters to avoid confusion and seal properly.
 - ii) Initially, only the envelope marked as “**TECHNICAL PROPOSAL**” shall be opened.
 - iii) The envelope marked as “**FINANCIAL PROPOSAL**” shall be retained in the custody of SNGPL without being opened.
 - iv) SNGPL shall evaluate the “**TECHNICAL PROPOSAL**” in accordance with the terms and conditions of the tender enquiry without reference to the price and will reject any proposal which do not conform to the specified requirements.
 - v) During the technical evaluation no amendments in the technical proposal shall be permitted. Therefore, bidders are required to submit their offers complete in all respects addressed to: -
The General Manager (Procurement)
Sui Northern Gas Pipelines Limited
1st Floor, Gas House, 21-Kashmir Road,
Lahore – Pakistan
 - vi) After evaluation of the “**TECHNICAL PROPOSAL**” the company shall within the validity period, publicly open the financial proposals of the technically accepted bids only at a time, date and venue announced and communicated in advance to all technically acceptable bidders.
 - vii) The “**FINANCIAL PROPOSAL**” of the bids found technically non-responsive shall be returned unopened to the respective bidders.
- 2.i) The original plus two copies each of “**TECHNICAL** and “**FINANCIAL PROPOSAL**” of the bid must be enclosed in duplicate sealed cover. The inner and outer envelope must bear the word **SLA FOR MAINTENANCE OF DATA CENTER INFRASTRUCTURE AT HEAD OFFICE LAHORE FOR PERIOD OF 02 YEARS** and **Tender Enquiry No. LED/022/26** due for closing on **13.04.2026 at 1430 hours** and forward to the GM(Procurement) , Sui Northern Gas Pipelines Ltd, Gas House, 1st Floor, 21-Kashmir Road, Lahore - Pakistan.
- Bids/quotation will be received in this office on or before **13.04.2026 by 1430 hours** and will be opened publicly on the same date at **1500 hours** at above mentioned address. In case of holiday(s) falling on the date of bids opening bids/quotation 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 bids from any agency. Bids/Quotations received after the bids opening date and time will not be considered and will be returned.
- 2.ii) **Bid Bond in original as stipulated at Sr.8 page 2 of General Terms, Appendix ‘A’, must be conspicuously placed in separate envelope with Financial Proposal of the bids. Reference of Bid Bond and the name of the Bank executing it may be indicated in the letter covering your technical bid.**
3. Your firm and irrevocable offer in Pak Rupees must be based on free delivery at our Store / Site as per tender Schedule of Requirement.
 4. The delivery must conform to the terms given in the ‘Delivery Schedule’ (Appendix ‘B’) and must be strictly adhered to earlier delivery will also be acceptable.
 5. General Terms, attached as Appendix ‘A’ must be taken in to consideration before submitting your quotation.
 6. Your offer must remain open for a period of 90 days from the closing date of the tender.
 7. If you have any doubts as to the meaning of any portion of the specifications or General Terms, you should when submitting your bid, set out in your covering letter, the interpretation upon which you rely.

Cont’d.... P/3



8. We reserve the right either to cancel the Tender or to increase or decrease the quantities by 15% or cancel total quantity shown in the 'Commercial Term Sheet/Delivery Schedule' without assigning any reason, whatsoever. We also reserve the right to amend the closing date of this tender enquiry.
9. We also reserve the right to have items inspected by a third party at our own expense.
10. It must be indicated by the bidders in their offers/quotations that their quotation fully confirm to technical specifications and to the terms and conditions of the tender enquiry.
11. Only one authorized representative of a bidder will be allowed to attend the public opening of bids, who will be required to submit an authority letter (as per specimen attached as Appendix 'J') in his favor issued by the respective bidder(s) for attending the public opening of bids, failing which he will not be allowed to attend the public opening.
12. Clauses mentioned above will make part of the original Terms and Conditions of the contract and will supersede if found in contradiction with any clause mentioned at any other place in the tender enquiry.
13. Non-compliance of above terms and conditions may result in rejection of a bid.
14. Any attempt to obstruct competition by any means including formation of cartels will lead to rejection of your bid. Furthermore, this may also lead to delisting of your firm from list of approved/pre-qualified manufacturers of the tendered item.
15. If need be, please contact Mr. Aatir Mahmood, Dy. Chief Officer (Procurement) on 1st Floor at the address mentioned Serial-(v) (Telephone Nos. 042-99204644).

Yours faithfully,
SUI NORTHERN GAS PIPELINES LIMITED

(Aatir Mahmood)
Dy. Chief Officer (Procurement)
for MANAGING DIRECTOR

Tender No. LED/022/26

GENERAL TERMS

1. LANGUAGE

The ruling language of this tender is English

2. STANDARD

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

3. CLARIFICATION OF BID

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

4. REJECTION OF BIDS

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

5. CANVASSING

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

6. AWARD OF CONTRACT

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

7. VALIDITY OF BIDS

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

8. BID SECURITY

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

9. PERFORMANCE/WARRANTY BOND GUARANTEE

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

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

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

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

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

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

9.2 WARRANTY

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

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

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

9.2.3 In case any material has been wrongly / short supplied, found being not in conformity with the specifications provided in the tender enquiry / purchase order, either on account of inferior quality, defective workmanship, faulty design, faulty packing or short received, the supplier apart from the short supplies, faulty or defective material, will undertake to replace the item(s) free of charge and shall also pay all cost/expenses and damages incurred by SNGPL due to breach of warranty including extra duties and taxes paid by SNGPL on account of payment of such duties/taxes for the second/or more time of free placement(s). Full cost of replacement shall mean the cost of locating the failure cutting out, removal of faulty material, supply and insertion of new material, coating & wrapping, hydrostatic test, back filling and commissioning etc. whichever is applicable to such an eventuality.

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

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

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

9.2.7 The Performance/Warranty Bond Guarantee will be discharged by the Purchaser as soon as possible following the date of completion of the supplier's Performance obligations, including any warranty obligations under the contract

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

10.1 Time shall be essence of the contract/purchase order and it will include a clause on Late Delivery Charges. This interalia will state that if the materials, as given in the order have not been delivered on time and as per stipulations in the contract except on account of Force Majeure, Sui Northern Gas Pipelines Limited (SNGPL) shall be entitled to recover 1% of the total value (excluding sales tax) of the delayed part of material for each week of delay, by way of Late Delivery Charges subject to a maximum of 10% of the total value (excluding sales tax) of the delayed part of the material. The period for calculation of Late Delivery Charges shall be reckoned in number of days for which the material was delayed.

10.2 All the supplies after expiry of scheduled delivery period will be subject to clause mentioned above and does not require any additional noting / marking / comments on delivery challans etc. at the time of receipt of delayed supplies.

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

11. FORCE MAJEURE

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

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

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

12. POST-QUALIFICATION

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

- a) The bidders shall provide documentary evidence of their having been in the line of manufacturing the offered items for the past five (5) years.
- 12.4 Quotations from bidders, who are determined to have previously in Sui Northern's judgement committed default in respect of any of its obligation against any of our previous contracts on them will not be entertained.
- 12.5 An affirmative determination will be a pre-requisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid, in which event, the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of the bidder's capabilities to perform satisfactorily.
- 12.6 However, bidders quoting an item or material of a manufacturer, which has been successfully supplied during last 5 years to SNGPL w.r.t. brand / model # /make /country of origin /manufacturing, against any of previous purchase order, or has been declared technically responsive after meeting post qualification terms against any of SNGPL tender enquiry, during the last 05 years of the tender enquiry date, are exempted from clause 12.3.
A proof of the eligibility (i.e. copy of SNGPL's Purchase order or technical responsive letter) however, has to be attached with the bid instead. Without any proof, the bid will be considered deficient to clause 12.3.
13. **TERMINATION OF CONTRACT**
In case a contract/purchase order is placed on the basis of this tender enquiry, Sui Northern may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the Contract in whole or in part,
 - a) If the supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract/Purchase Order, or any extension thereof granted by Sui Northern.
 - b) If the supplier fails to perform any other obligation(s) under the Contract/Purchase Order, or
 - c) If the supplier, in either of the above circumstances, does not cure its failure within a period of 30 days after receipt of the default notice from Sui Northern.
14. In the event Sui Northern terminates the contract in whole or in part pursuant to para 13 Sui Northern may procure, upon such terms and in such manner as it does appropriate, goods similar to those undelivered, and the supplier shall be liable to Sui Northern for any excess cost for such contract to the extent not terminated.
15. Your material/goods are liable to be Technically/Physically inspected by us and if you fail to supply the Material/goods according to our specifications, we reserve the right to cancel our purchase order on you.
16. Complete technical literature/relevant brochure on the goods offered must be accompanied with the offer in original, failing which the bid is liable to rejection. Photocopies of technical literature will not be acceptable. Technical Catalogue/technical literature are necessarily required in support of the quoted specifications. In case the accompanying literature does not support the specifications as quoted in the bid, it would be liable to rejection.

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

20. PAYMENTS

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

21. DEVIATION IN PAYMENT SCHEDULE

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

22. ARBITRATION / RESOLUTION OF DISPUTES

22.1 Any difference or dispute arising out of or in connection with the contract between the Purchaser and Supplier which cannot be amicably resolved shall be referred to Arbitration in Lahore, Pakistan, to two Arbitrators, one to be appointed by each party for such difference/dispute. In case of the judgment of the said Arbitrators being at variance, the matter shall be referred to an "Umpire", who shall be appointed by both the said Arbitrators. The Umpire shall be retired judge of a High Court or the Supreme Court of Pakistan. Such Arbitrators and Umpire shall proceed to adjudicate the dispute in accordance with the Arbitration Act, 1940 as amended from time to time.

22.2 Prior to the exercising of any right by the purchaser or supplier to terminate the contract under the conditions stipulated above, a written notice shall be required to be given to the other party specifying such default(s) and calling for submission of an explanation within seven (7) days of receipt of such notice. If such explanation is not furnished within the stipulated time or if so furnished, is found to be unsatisfactory, and the default(s) continues, the contract be terminated with notice to the other party before outerring upon the reference.

22.3 The agreement shall be governed by Pakistan Law and the arbitration language shall be English.

22.4 During the course of arbitration, the supplier shall not suspend the performance of his responsibilities and obligation under the Contract unless authorized by the purchaser in writing to do so.

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

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

25. INTEGRITY PACT:

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

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

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



SCHEDULE OF REQUIREMENT AND DELIVERY
OUR TENDER ENQUIRY NO. LED/022/26

The total requirement of **SLA FOR MAINTENANCE OF DATA CENTER INFRASTRUCTURE AT HEAD OFFICE LAHORE FOR PERIOD OF 02 YEARS** delivery required is as follows: -

Item No.	Description	Qty:	Delivery required
1.	SLA FOR MAINTENANCE OF DATA CENTER INFRASTRUCTURE AT HEAD OFFICE LAHORE FOR PERIOD OF 02 YEARS	01No.	<ul style="list-style-type: none"> As per SLA and SLA will start from the effective date of signing at our Head Office, 21-Kashmir Road, Lahore. You will submit bid bond alongwith bid amounting to Rs. 300,000/- in shape of Bank Guarantee / P.O / CC / BC / CDR / etc.
	(Other detailed Technical Specification as per Appendix-C & Bid Evaluation Criteria as per Appendix-D attached).		
Notes: -			
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.	During the course of evaluation, if any clarification is required from bidder, the timeline for submission of response must be adhered to, failing which the bid may not be considered for further processing.		
4.	Your offer should be in Pak Rupees inclusive of all Government Taxes & Duties including General Sales Tax.		
5.	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.		
6.	Please also provide break down of your quoted prices indicating detail of taxes, duties etc., separately included therein.		
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.	We require the delivery as per above mentioned schedule/period. You however, may quote your best delivery schedule/period.		
9.	Please indicate clearly your reservations, if any, to the terms and conditions of the tender enquiry, on the quotation.		
10.	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.		
11.	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		
12.	The Income Tax and other taxes which are responsibility of seller should not be included in their prices while submitting their quotation.		
13.	Please mention your National Tax Number on the invoices to be submitted for payment.		
14.	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.		
15.	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.		
16.	You are required to produce/submit valid professional tax clearance certificate issued by Excise and Taxation department.		
17.	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.		
18.	We reserve the right to extend the opening date of the tender enquiry without assigning any reason.		
19.	We reserve the right to accept and/or reject any offer without assigning any reason whatsoever.		
20.	Any discount or alternate prices not read out at bid opening will not be considered during bid evaluation.		
21.	Conditional offers / quotation will not be accepted.		
22.	Offer for partial quantity will not be acceptable.		
23.	Only Brand new Original & Genuine, material will be accepted.		
24.	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.		
25.	Unit price will prevail in case of any discrepancy found in the quoted price.		
26.	"Sales Tax return of the relevant bill along with all related documents should be submitted with the invoice(s)"		
27.	Reservation/clarifications, if any w.r.t tender terms/specifications should be asked by the bidders 7 days prior to the closing date of the tender.		
28.	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).		
29.	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.		
30.	Evaluation will be carried out as a whole on turnkey basis.		
31.	You will submit bid bond as mentioned above alongwith bid in shape of Bank Guarantee / P.O / CC / BC / CDR / etc.		
32.	For local tenders the bids are to be submitted on EPADS as well as an Original/Duplicate set of the bid quoted on EPADS alongwith Tender Document fee in shape of CDR/PO (in original) and copy of bid bond must be submitted at Gas House, 1 st Floor, 21-Kashmir Road, Lahore on or before closing time/date of tender enquiry.		

APPENDIX "C"
LED/022/26

SERVICE LEVEL AGREEMENT

BETWEEN

SUI NORTHERN GAS PIPELINES LIMITED

AND

M/s. XYZ

FOR

**MAINTENANCE OF DATA CENTRE INFRASTRUCTURE AT
HEAD OFFICE LAHORE**

CONTRACT PERIOD -02 YEARS

(FROM THE DATE OF SIGNING)

"TO BE TYPED ON STAMP PAPER"



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In Witness Whereof 16

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This Service Level Agreement ("SLA" or "Agreement") is made on M/s. XYZ ("Effective Date") by and between:

1. SUI NORTHERN GAS PIPELINES LIMITED, a Public Limited Company incorporated under the Companies Act, 1913, now the Companies Act, 2017, and having its registered Office at 21-Kashmir Road, Lahore (hereinafter referred to as ("SNGPL"), which expression shall where the context so admits, means and includes its successors-in-interest and assigns)

AND

2. M/s. XYZ, a company incorporated under the Laws of Pakistan and having its registered office at _____ ("Service Provider"), which expression shall where the context so permits, means and includes its successors-in-interest and permitted assigns)

SNGPL and Service Provider, are collectively referred to as the ("Parties") or individually as a ("Party") where the context so requires.

Whereas

- SNGPL is engaged in the business of construction, operation and maintenance of high-pressure gas Transmission and Distribution systems, sale of natural gas within its franchise areas.
- The Service Provider is engaged in the business of providing Maintenance of Data Centre Infrastructure 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 Service Provider for maintenance of its Data Centre and that the Service Provider 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 an integral part of this SLA. However, in case of any discrepancy and/or conflict between the provisions of this Agreement and the documents mentioned below and annexed therewith, the terms of this Agreement shall take precedence.
 - a. Request for Proposal
 - b. Invitation to Bidder

- c. General Terms- Appendix (A)
- d. Schedule of Requirement & Delivery-Appendix(B)
- e. 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. AGREEMENT PERIOD

The Agreement is valid for a period of two (02) years from the date of its Effective Date

AGREEMENT SCHEDULE

The Effective Date of the Agreement: _____

Expiry Date of the Agreement: _____

2. DEFINITIONS

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

1. "**Business Day**" means a day on which SNGPL Head Office / Regional Offices are open for office business.
2. "**Coverage Hours**" means twenty four (24) hours a day, seven (7) days a week.
3. "**Business Hours**" means 8:30 A.M to 5:00 P.M at SNGPL Head Office, Lahore.
4. "**Equipment**" means all the equipment mentioned in Clause 4 of this Agreement.
5. "**Service Level Agreement (SLA)**" means this agreement amended from time to time between M/s. 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.
6. "**Service Provider**" means M/s. XYZ company as described above.
7. "**Support Staff**" means M/s. XYZ's qualified staff.
8. "**Severity Level**" means severity of the impact on services.
9. "**Response Time**" means time taken by support team to react on complaint either by remotely (on Call or Remote session) or presence on on-site response.
10. "**Resolution Time**" means total time taken to resolve the issue since issuance of ticket.
11. "**Replacement Frequency**" means the requisite period required for the replacement of the Consumable Items as specified in Clause 6 of this Agreement.
12. "**Taxes**" means all direct or indirect applicable taxes levied from time to time.
11. "**Support Request**" means an intimation as per Clause 7 of this Agreement.

12. "**Confidentiality**" means any "Confidential Information" as described in Clause 19,
13. "**Consumable Items**" means the consumable components of the Equipment installed at the Data Centre and Power Room, as exhaustively listed in Clause 5 of this Agreement.

3. SCOPE OF AGREEMENT

The Service Provider will provide Services during Coverage Hours under this agreement for Maintenance of Data Centre Infrastructure at SNGPL Head Office, Lahore.

The Service Provider will assign the Support Staff to log the SNGPL's complaint, to issue a ticket in that respect and will provide requisite Service at SNGPL's

4. EQUIPMENT DETAILS

The Service Provider shall render the Service(s) to maintain the following Equipment:

1. Electrical Panel;
2. UPS (Qty – 02), PDPM, RACKS, RACK STS, RACK ATS and RACK PDUS;
3. CRAC (Electric Room) Qty – 02;
4. Video Wall containing 6 panels SAMSUNG Model (VH55R-R) with Graphic controller DAHUA model DSCON3000-4U;
5. Raised Floor with stringers;
6. Fire Detection & Suppression NOVEC1230;
7. Motion Sensors, Lights etc;
8. Earthing System;
9. Environmental Monitoring Solution & StruxureWare Software;
10. Rodent Repellent and Lights etc;*
11. NOC (Network Operation Centre) Cooling Unit, Wall Paint, Lights etc;
12. Data Center Staging Area equipment's like Cooling Units, Shoe Cover Machine (including shoe cover rolls), ramp mat sheet and lights etc.
13. Any other equipment which in the opinion of SNGPL required maintenance for the purpose of this agreement.

Note 1: The support services of UPS units (Qty: 02) against Sr. # 2 shall be relocated to and managed at DR-Site Manga after the dismantling of these UPS units. This transition will take place upon the delivery and commissioning of the new UPS units, which shall be covered under warranty and support services for a period of two (02) years.

Note 2: SNGPL reserves the right to announce the discontinuation of support services for UPS (Qty – 02) against Sr # 2 in the Data Centre with a one-month notice prior to the start of the new quarter.

5. CONSUMABLE ITEMS

All consumables' components of the Equipment are covered in this Agreement which is as follow:

(a) Precision Cooling Units

- i. Air Filters
- ii. Lubricants
- iii. Refrigerant (R410A / R407C Genetron USA)

(b) UPS System

- i. Batteries

(c) Fire Suppression and Detection System



- i. NOVEC 1230 Gas
- ii. Fike Panel Batteries
- iii. Filters
- iv. HLT-3 Gas (Portable Fire Extinguishers)

(d) Other Consumables

Any other relevant consumable item of equipment installed in the Data Centre and Power Room not specifically listed above, shall also be deemed covered under this Agreement.

6. REPLACEMENT FREQUENCY OF CONSUMABLE ITEMS

Replacement, refilling, or servicing of the Consumable Items shall be carried out in accordance with the following:

1. Precision Cooling Units

(a) Air Filters

- i. Upon generation of filter clogging alarm through pressure differential switch;
- ii. One (1) preventive replacement of the filter any time during the term of the Agreement.
- iii. Genuine Schneider Electric parts shall be used.

(b) Lubricants

- i. As required depending upon operational exposure or refrigerant refill cycles;
- ii. In accordance with manufacturer recommendations,

(c) Refrigerant (R410A / R407C Genetron USA)

- i. Refilling shall be carried out as and when required in case of leakage.

2. UPS System

(a) Batteries

- i. Replacement shall be carried out upon fault, failure, damage, or degradation below manufacture recommended performance threshold.

3. Fire Suppression and Detection System

(a) NOVEC 1230

- i. Refilling shall be carried out upon discharge or expiry, in accordance with manufacturer guidelines, for two (02) units in the Data Centre and one (01) unit in the Power Room.

(b) Fike Panel Batteries

- i. One (01) replacement per year limited to two (02) batteries.



(c) Filters

- i. One (01) replacement per year.

(d) HLT – 3 Gas (Portable Fire Extinguisher)

- i. Refilling shall be carried out upon discharge or expiry.

7. SERVICES

SR NO	Services
	<p>For the purpose of this Clause, the Services shall be divided into the following two categories:</p> <ol style="list-style-type: none"> a. periodical maintenance Services that are required to be provided after a specified period of time (the “Periodical Services”). b. All other Services that are to be provided by the Service Provider as a support service in accordance with the complaint lodged as per Clause 7 of the Agreement. (the “Continuous Services”). <p>(Both the Periodical Services and the Continuous Services shall collectively be referred to as the “Services”)</p>
Periodical Services	
1.	Service Provider will perform a periodic maintenance of the of the Equipment and replacement of the Consumable Items as per the Replacement Frequency mentioned therein.
2.	The Service Provider shall make quarterly periodic checks for the maintenance of Equipment in proper working conditions.
3.	The Service Provider shall be responsible for any other periodic maintenance ancillary to the Services.
Continuous Services	
4.	The Service Provider hereby acknowledges and agrees to provide Continuous Services twenty-four (24) hours a day, seven (7) days a week including non-business days for the duration of this Agreement.
5.	The Service Provider will be responsible for procuring the replacement parts or other items necessary for provision of continuous services.
6.	Once a Support Request has been submitted, the Service Provider shall ensure the availability of the Support Staff with the SNGPL’s support resource assigned to the Support Request to resolve the complaint raised in the Support Request.
7.	Service Provider will provide backup unit in case of refilling Fire Extinguishing cylinder in Data Centre and Electrical Room at Head Office of the same capacity or higher for the safety which is the temporary property of SNGPL, till the refilled unit (borne by the supplier) not arrive.

8.	Service Provider will be responsible to cover the cost of all Consumables Items of the Equipment.
9.	The Service Provider will be responsible to perform quarterly clean up of Data Centre and Power Room
10.	Service Provider will resolve all complaints raised in the Support Request according to Severity levels as detailed in Clause 11.
11.	Service Provider will record all remedial solutions in the Log Book at SNGPL Site.
12.	The Service Provider will provide the name, CNIC, Cell number of their nominated engineers to the SNGPL.
13.	The Service Provider will set up its own appropriate help desk to provide standard coverage for receipt of the Support Request(s).
14.	All the remedial solutions shall be documented in the Log Book at SNGPL Site.
15.	The Service Provider shall be responsible for performance of any other work which is in the reasonable opinion of SNGPL is connected or ancillary there to with the Services under this Agreement.
16.	The Service Provider shall bear all courier charges for shipment of hardware and software services.
17.	The Service Provider will accept the liability for any damage or loss to the IT Equipment caused by their own fault.
18.	All travelling to or accommodation if required shall be the responsibility of the Service Provider.

8. SUPPORT REQUEST

Any Support Request with respect to the Equipment will be lodged by SNGPL through Email or a call to Service Provider's point of contact as specified by the Service Provider. Following are the possible complaint log modes.

Support Website: http://_____

Email:

Fax:

Telephone:

City/ Region	Telephone Numbers
Lahore	

Each Support Request raised by SNGPL shall mention all the details regarding the complaint raised in the Support Request and the same shall mention the Severity Level of the complaint as prescribed in Clause 11 of this Agreement.

9. Services Charges

Commencing on the Effective Date, SNGPL will pay yearly Service Charges which will be disbursed on quarterly basis:

Sr. No	Description	Price Without GST (PK Rs.)	Remarks
1.1	The Price for Maintenance and Support Services of UPS (Qty – 02) for Data Center Head Office for the period of 02 years.		
1.2	The Price for Maintenance and Support Services of the Data Center Head Office for the period of 02 years, excluding UPS for Data Center.		

Quarterly cost will be calculated based on above Service charges.

Note 1: The support services of UPS units (Qty: 02) against Sr. # 2 shall be relocated to and managed at DR-Site Manga after the dismantling of these UPS units. This transition will take place upon the delivery and commissioning of the new UPS units, which shall be covered under warranty and support services for a period of two (02) years.

Note 2: SNGPL reserves the right to announce the discontinuation of support services for UPS (Qty – 02) against Sr # 2 in the Data Centre with a one-month notice prior to the start of the new quarter.

10. INVOICING

Service Provider shall send invoice on quarterly basis for the preceding quarter setting out in detail of services rendered to SNGPL. SNGPL is authorized to check the veracity of the Services rendered under this Agreement.

11. PAYMENT OF INVOICE

Within thirty (30) Business days upon receipt of invoice, SNGPL shall settle the invoice after due consideration and regards to its correctness and accuracy in light of this Agreement. If SNGPL disputes any portion of the invoice the matter would be referred back to Service Provider for clarification of such disputed portion of the invoice. Until such time the clarification is received, the invoice would remain unsettled. SNGPL would only proceed with the payment of invoice amount once a satisfactory clarification is received from Service Provider.

12. Financial Instruments, Governing Law and Dispute Resolution

12.1. PERFORMANCE SECURITY

12.1.1. Within fifteen (15) Business Days following the execution of this Agreement, Service Provider will furnish a performance security (the “**Performance Security**”) in the form of a bank guarantee issued by a scheduled Bank in Pakistan, in favor of SNGPL amounting of 10% of the total net value of the Agreement excluding Tax. The proceeds of the Performance Security shall be payable to SNGPL as compensation for any loss resulting from Service Provider’s failure to complete its obligations, in part or full, under the Agreement.

- 12.1.2. The Performance Security shall remain valid for 6 months after the last part of the Services has been rendered or for another duration communicated by SNGPL to the Service Provider
- 12.1.3. Nothing contained herein shall be construed to limit the Service Provider's obligations and liabilities with regard to the Performance of the Agreement.
- 12.1.4. In case of a breach (capable of being remedied), SNGPL shall promptly notify the Service Provider in writing, the occurrence of such breach. Upon receipt of such notice, the Service Provider shall remedy the breach within XYZ days. In case the breach is not remedied under the specified time period, SNGPL shall notify the Service Provider in writing of any claim for damages arising out of such breach. Upon receipt of such notification, the Service Provider shall settle such claim(s) within 30 days. If Service Provider fails to settle the claim, SNGPL may proceed to take such remedial action as may be necessary at the risk and expense and without prejudice to any other rights which SNGPL may have against the Service Provider under the Agreement, including partial or complete forfeiture of the Performance Security.

12.2. GOVERNING LAW AND DISPUTE RESOLUTION MECHANISM.

- 12.2.1. This Agreement shall be governed by and construed in accordance with the laws of the Islamic Republic of Pakistan.
- 12.2.2. Any difference or dispute arising out of or in connection with the agreement between the Parties which cannot be amicably resolved between the parties within 30 days shall be referred to arbitration in Lahore, Pakistan to two Arbitrators, one to be appointed by each Party. Each Party shall bear the cost of their respective appointed arbitrator. In case of 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 a retired Judge of a High Court or Supreme Court of Pakistan. The Fee of the Umpire shall be paid half by each Party. The arbitration shall be conducted under the provisions of the Arbitration Act, 1940 as amended from time to time.
- 12.2.3. The language to be used in the arbitral proceedings shall be English. During the course of any arbitration arising out of or in connection with this Agreement, the Service Provider agrees and covenants that it shall not suspend the performance of its responsibilities and obligations under the Agreement unless authorized by SNGPL in writing.

13. COMPENSATION AND REPORTING

13.1 Severity Levels

- (1) Following are the severity levels of the breach ("Severity Levels") and their descriptions under this Agreement. The will be deducted as Services Outage Compensation.
- (2) Service level may be changed after initial response by the Service Provider.

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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.	Within eight (8) hours of complaint	Within one (1) Calendar Day of complaint	An amount equivalent to 10% of Performance Security for every twenty-four (24) hours beyond the Resolution Time, will be deducted, till the resolution time. Total deduction shall not exceed Performance Security amount. This amount will be deducted from the quarterly invoice or through forfeiture of Performance Security
<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.	Within twelve (12) hours of complaint	Within three (3) Calendar Days of complaint	An amount equivalent to 2% of Performance Security for every three (3) calendar days, will be deducted, till the resolution time / restoration of service. Total deduction shall not exceed Performance Security amount. This amount will be deducted from the Quarterly invoice or through forfeiture of Performance Security.
<u>Severity Level-III</u> Medium Minor Business Impact	Minor Loss of Service. Issues causing significant customer concern.	Within twelve (12) hours of complaint	Within five (5) Calendar Days of complaint	An amount equivalent to 2% of Performance Security for every five (5) calendar days, will be deducted, till the resolution time / restoration of service. Total deduction shall not exceed Performance Security amount. This amount will be deducted from the Quarterly invoice or through forfeiture of Performance Security.
<u>Severity Level-IV</u> Low Business Impact	Service in working mode; but has issues that do not have significant impact	Within one (1) Day of complaint	Within ten (10) Calendar Days of complaint	An amount equivalent to 1% of Performance for every ten (10) calendar days, will be deducted till the resolution time. Total deduction shall not exceed the Performance Security amount. This amount will be deducted from the Quarterly invoice or through forfeiture of Performance Security

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<u>Severity Level-V</u>	Service in working mode; but has issues that do not have business impact	Within three (3) Days of complaint	Within fifteen (15) Calendar Days of complaint	An amount equivalent to 1 % of Performance for every fifteen (15) calendar days, will be deducted, till the resolution time. Total deduction shall not exceed the Performance Security amount. This amount will be deducted from the Quarterly invoice or through forfeiture of Performance Security.
No Business Impact				

14. ISSUE REPORT & QUARTERLY STATUS REPORT FORMAT

The Service Provider shall provide the Issue Report within three (3) days of the resolution of the complaint in the following formats. The Service Provider can submit any additional reports necessary.

14.1 Issues Report

S. No	Complaint Reference No. by M/S. 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 M/S. XYZ who has issued the complaint	Complaint status	Remarks

14.2 Devices Health and Performance Status Report

Any standard format chosen by the Service Provider for the devices.

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 exercising any right to terminate the Agreement under the conditions stipulated herein; the Party intending to do so ("**Terminating Party**") shall give the other Party a written notice specifying such default(s), if such default(s) are remediable, and calling for submission of an explanation within seven (7) Business Days of receipt of such notice and to cure the default in further fifteen (15) business days. If such explanation is not furnished within stipulated time or if so furnished, is found to be unsatisfactory, and the default(s) persists, the Agreement will automatically be deemed to be terminated without any obligation on the SNGPL for provision of any further notice to the other Party, and the Performance Security will be forfeited accordingly.

Without prejudice to the forgoing, SNGPL may terminate the Agreement in the following cases:

- a) The Service Provider is in breach of any or its entire obligation(s) under this Agreement which is not capable of being remedied
 - b) In case, the event stipulated at Clause 17 (2) subsists for over sixty (60) Calendar Days.
- (3) In the foregoing instances spelled out in this Clause; SNGPL retains the right to terminate this Agreement by tendering a prior notice of thirty (30) Calendar Days to the Service Providers.
- (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.

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 Service Provider 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

The Service Provider 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 Service Provider, unless an exemption certificate is provided.

19. CONFIDENTIALITY:

- (1) The Service Provider 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

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result of the implementation of this Agreement, which may reasonably be supposed to be confidential, that is disclosed by the Disclosing Party to Service Provider. Service Provider 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) Service Provider shall not without prior written consent of the Disclosing Party disclose any part of the information to any person. Except:
- To its employees who need to know the same.
 - To its auditors, court of competent jurisdiction, a governmental body or applicable regulatory authority and any other persons or bodies having a right, duty or obligation to know the business of Service Provider and then only in pursuance of such right, duty or obligation.;
 - Any person who is for the time being appointed by Service Provider to carry out the obligations under this Agreement.
- (3) Service Provider 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

Service Provider 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 Service Provider, its employees or agents, jointly and severally, of the provisions contained herein, and Service Provider 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 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 data
- b. Protect against any anticipated threats or hazards to the security or integrity of such data.
- c. Protect against unauthorized access to or use of such 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 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 two (02) years 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
IT/MIS Department, 2nd Floor,
21-Kashmir Road,
Lahore, Pakistan.
Tel: 042-9920 1338
Fax: 042- 9920 3236

To M/S. XYZ

Tel:

Fax:

Attention:

Attention:

Nadeem Nisar (IT/MIS)
nadeem.nisar@sngpl.com.pk

3. Integrity Pact

The Service Provider 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.



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. XYZ

For and On Behalf of SNGPL

Authorized Signatory

Authorized Signatory

Name: _____

Name: _____

Designation: _____

Designation: General Manager (IT/MIS)

For Managing Director

Address: _____

Gas House, 21-Kashmir Road,

Lahore, Pakistan.

CNIC: _____

CNIC: _____

Phone: _____

Phone: 042-9920 2336

Witness1:

Witness1:

Name: _____

Name: _____

Signature: _____

Signature: _____

Designation: _____

Designation: _____

CNIC: _____

CNIC: _____

Witness2:

Witness2:

Name: _____

Name: _____

Signature: _____

Signature: _____

Designation: _____

Designation: _____

CNIC: _____

CNIC: _____

BEC COMPLIANCE SHEET
THE MAINTENANCE OF DATA CENTRE INFRASTRUCTURE AT
HEAD OFFICE LAHORE FOR THE PERIOD OF 02 YEARS
INDENT NO. HO/IT/LP/0107/26

APPENDIX - D
LED/022/26

Sr. No.	Description	Comply (Yes / No)
1	The bidder should have 3 years or more experience for Data centre warranty / support services in last 07 Years.	
2	The bidder should have trained resources for the maintenance services for Power, Cooling and DCIM.	
3	The bidder shall have authorization letter from OEM or distributor to participate in this tender. (Fire Suppression and Detection only).	
4	The bidder should have fully functional branch office in Lahore.	
5	Bidders may conduct a Health Check (if required) before the submission offender.	

[Handwritten signature]

[Handwritten signature]

SUI NORTHERN GAS PIPELINES LIMITED

PRICE SHEET

APPENDIX-E
Tender Enquiry No. LED/022/26

1	2	3	4	5	6	7	8	9	10	11	12
Item No	Description	Qty.	Brand Name	Country of Origin	Unit Price Ex-Works (Including Duties and Taxes if any but Excluding Sales Tax)	Freight and Other Expenses For Free Delivery At our Store Head Office, Lahore	Unit Price F.O.R. (Without Sales Tax) (+7)	Total Price F.O.R. (Without Sales Tax)	Sales Tax As per Law	Total Unit Value F.O.R. (Including Sales Tax) (+10)	Total Value F.O.R. (Including Sales Tax) (+13)
1.1	The Price for Maintenance and Support Services of UPS (Qty – 02) for Data Center Head Office for the period of 02 years.	01 No.			(Rs.)	(Rs.)	At our Store Head Office, Lahore	(Rs.)	(Rs.)	At our Store Head Office, Lahore	At our Store Head Office, Lahore.
1.2	The Price for Maintenance and Support Services of the Data Center Head Office for the period of 02 years, excluding UPS for Data Center. (Other details specifications as per Appendix-C & Bid Evaluation Criteria as per Appendix-D attached)	01 No.					(Without Sales Tax) (+7)	(Without Sales Tax) (+7)	(Rs.)	(Including Sales Tax) (+10)	At our Store Head Office, Lahore.

Supplier Signatures _____
Firm/Company's Stamp

APPENDIX 'F'
Tender Enquiry No. LE D/022/96

(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/622/26
(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 _____

the total value of your order No. _____

Tax) as _____

mentioned in the order under the following terms and conditions:-

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

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

NAME OF BANK

Sd/-
OFFICER (SEAL) MANAGER

QUESTIONNAIRE/COMMERCIAL TERM SHEET

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

Authorized Signatories of the Bidders

Name: _____

Date: _____

Company Seal: _____

Place: _____

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

INTEGRITY PACT

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

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

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

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

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

[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration representation and warranty. It agrees, that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GOP under any law, contract or other instrument, be 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
crased/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 9

LED/622/26

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, entities 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	Identity 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)	DNIC No. (in case of foreigner Passport No)	Father's/Husband's Name in full	Current Nationality	in other Nationality (Age)	Occupation	Residential address in full or the registered/ principal office address for a subscribers other than natural person	Number of shares taken by cash subscribers (in figures and words)
			Total number 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)