

## INSTRUCTION OF BIDDERS

1. Bidders are required to complete attached appendices “B”, “C-i”, “C-ii” and “D” and return those duly signed and stamped with their respective quotation. Failure to do so will be at bidder’s risk and may result in rejection of his bid. Bids must be submitted by the bidders by filling in and completing the set of tender documents received from the purchaser indicating concurrence or otherwise against each clause /item of the tender enquiry.

In case of shortage of space addition write-up can be made on the additional pages to be annexed with it, giving clear reference to the clause/ item to which it relates to.

2. The bidders shall quote firm and irrevocable prices, and shall indicate on the appropriate price schedule (Appendix (“C-i” & “C-ii”) as applicable attached to these bidding documents, the unit prices and total bid price of the goods, it proposes to supply under the contract. This price schedule must be properly filled in/completed, signed and stamped. The prices given on this price schedule (Appendix “Ci” & “Cii”) would preferably be read out at the time of public opening of bids.

2.1 Prices indicated on the price schedule shall be entered separately in the following manner:-

**a) FOR GOODS OFFERED FROM WITHIN PAKISTAN:-**

- (i) The Delivered at Place Unloaded (DPU) price of the goods, quoted including, all custom duties, Sales Tax and other taxes already paid or payable:-
  - (a) On the components and raw material used in the manufacture or assembly of goods quoted ex-factory or.
  - (b) On the previously imported goods of foreign origin quoted ex-show room, ex-warehouse or off the shelf.
- (ii) Any Pakistani Sales and other taxes which will be payable on the goods if the contract is awarded must be indicated separately where applicable and the basis at which it has been arrived at.
- (iii) Charges for inland transportation to site on per ton per Kilometer basis and other local costs incidental to delivery of the goods to their final destination, indicating complete breakdown of all such costs.
- (iv) In the event of contract on local manufacturer(s) they will be responsible for transportation of the contracted goods to various sites to be advised in the contract.
- (v) Bids will be evaluated at the DPU prices quoted by the bidders.
- (vi) Suppliers are required to adhere to above clauses.

**b) FOR GOODS OFFERED FROM ABROAD**

- (i) “You are invited to quote prices on FOB as well as CFR Karachi basis, SNGPL may place order on FOB/CFR basis at its option. Please note that your CFR Karachi prices must be based on freight through Pakistan National shipping corporation vessel duly supported by a certificate issued by PNSC Karachi, Pakistan. The address, telephones and telefax numbers of P.N.S.C, Karachi, Pakistan are given hereunder:-

Pakistan National Shipping Corporation, PNSC Building,  
Moulvi Tamizuddin Khan Road,  
Karachi- Pakistan  
Phones: 021-99203980-99  
Fax Nos.:021-99203974-5683892

SNGPL may at its on own obtain authentication of this certificate from PNSC Karachi Office and in case of any difference, freight advised directly by PSNC. Karachi to SNGPL against this tender shall be added to the FOB prices quoted by the bidder for evaluation purpose. It is, therefore, imperative for the bidders that weight and volume of the consignments. Preferably on each item basis, may also be indicated in their bid”

- (ii) In case of Air Consignment, prices are to be quoted on CFR Karachi basis indicating FOB cost and Air Freight Charges upto Lahore Air Port Separately.
- (iii) Bids will be evaluated at the CFR Prices quoted by the bidders.
- (iv) Bid offered on FOB basis only will not be considered for evaluation.
- (v) Suppliers are requested to adhere to above clauses.

**3. FIXED PRICES**

Bids that to not indicate firm and irrevocable prices as indicated in clause 2 above will be rejected. The bidder must adhere to the instruction mentioned at para 2 above and failure to do so will made their bids liable to rejection. The prices quoted by the bidder which become the basis for placement of a purchase order shall remain fixed during the bidder’s performance of the purchase order and be not subject to variation on any account. A bid submitted with variable or conditional prices will be treated as non-responsive and will be rejected.

**4. BID CURRENCIES**

PRICES SHALL BE QUOTED IN THE FOLLOWING CURRENCIES:-

- (a) For goods and services which the bidder will supply from within Pakistan the prices shall be quoted in Pakistan Rupees.
- (b) For goods and services which the bidder will supply from out side the purchaser’s county, the prices shall be quoted either in the currency of the bidder’s home country, US Dollars, or any freely convertible currency.

**5. INSURANCE**

Insurance of the consignment will be arranged by purchaser.

**6. PERIOD OF VALIDITY OF BIDS.**

6.1 Bids must remain valid at least for a period of 90 days from the closing date of the tender failing which such offers having shorter validity period will be rejected.

6.2 The purchaser may solicit that bidder's consent to an extension of the period of validity. The request and the response there to shall be made in writing. The bids security shall also be suitably extended.

6.3 Once orders are placed (Contracts) are signed within the original/extended validity period of bids, the quoted prices would remain firm and irrevocable and will not be subject to any revision in prices till shipment of goods.

7. Bids will be accepted and evaluated for each items separately. No bid will be accepted for lesser quantities that specified. Bidders may bid for one or all the items as further defined in the “Schedule of Requirement”.

In case partial order is not acceptable, the suppliers must state so in their offer indicating the minimum value of the order and should also be indicated separately.

Bidder willing to offer discount, if any, should indicate the same in the bid form /Bid. All bids and offers of discounts, shall be opened simultaneously and read out publicly so as to enable determination of the bid or combination of bid, including discounts offering the most advantageous solution for the purchaser.

Any discount or alternate price no read out at the time of bid opening will not be considered during bid evaluation.

8. The bids should be prepared in triplicate (with only one original copy). These along with bid bond should be addressed and forwarded direct to:-

**THE G.M. (PROCUREMENT)**  
**SUI NORTHERN GAS PIPELINE LIMITED**  
**GAS HOUSE, 1<sup>ST</sup> FLOOR,**  
**21-KASHMIR ROAD, LAHORE-PAKISTAN**  
**Tel:092-042 99085001, 99085024, 99085049**

**9. PAYMENT**

In the event of your quotation being accepted against this invitation to bid, the following terms will be included in the terms and conditions of our purchase order on you.

**A) FOR FOREIGN SUPPLIERS**

i) A Firm and irrevocable Letter of credit shall be opened in your favour (as applicable) and payment will be made on presentation of original shipping documents through the bank.

ii) Bank charges on account of amendment to L/C on the request of the seller will be borne by the seller/beneficiary, otherwise by the purchaser /opener.

iii) Bank charges for opening of L/C will be borne by the buyer, while those for withdrawal against L/C will be borne by the Beneficiary.

- iv) Bidder will bear the expense incurred in connection with added confirmation of L/C, if required by them.
- v) Payment will be made in the currency or currencies in which the contract price has been stated in the supplier's bid, as well as in other currencies in which the supplier has indicated in its bid that it intends to incur expenditures in the performance of the contract and wishes to be paid.
- vi) Bidders should indicate the name of the Bank in whose name Letter of credit is to be opened.

#### **B) FOR LOCAL SUPPLIERS**

- i) Payment of your bills will be made by our Account Department within a month's time after satisfactory completion of the delivery as given in the purchase order.
- ii) 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.
- iii) In case the local suppliers desire payment through inland Letter of credit they should state so in their respective bid. In that case all bank charges relating thereto would be borne by the suppliers.
- iv) Income Tax will be deducted from supplier's bills as per the prevailing rate of taxes at the time of payment. If a bidder is exempted from deduction of advance tax, they may state so and enclose a Photostat copy of any such Exemption Certificate.
- v) Bidders are also requested to submit valid Sales Tax Registration Certificate, National Tax Number alongwith Offer. The amount of Sales Tax will be paid upon submission of documentary evidence.
- vi) The local suppliers/ manufacturers must quote in Pak rupees on DPU Lahore basis. They should also indicate separately the amount of GST included in their quoted prices. Failing which price quoted shall be considered as inclusive of GST.

**10. No import shall be permissible from Israel or Goods originating from Israel.** This clause will be included in our purchase order and in the terms and conditions of the letter of credit. If any bidder has any objection to this clause he should specify his objection clearly in his bid. Objection received subsequently after receipt of firm order by the bidder from us will tantamount to dishonoring his bid and will not be acceptable. If a bidder so requests the wording of above clause can be appropriately varied without varying its essence.

10.1 In each case where reference is made to any specific National or International Standards. Other recognized authoritative standards; ensuring equal or higher quality will also be acceptable. In case your offer conforms to standards other than quoted in the tender enquiry, you are required to submit along with your

bid, one copy- each of those standards in English, and evidence that the standards used are recognized authoritative standards which ensure equal or higher quality. In case you do not submit the required evidence and a copy of each of the standards then your offer will not be considered.

- 10.2 In case the bidder is not able to fully comply with the Technical/Commercial Specifications of tender enquiry, he must indicate his reservations in the offer.

**Bids will be liable to be disqualified if relevant literature / specifications are not attached to the offer.**

- 10.3 In case the bidder is not able to fully comply with terms and conditions of the tender enquiry he must in that case indicate his reservation in his offer clearly indicating the terms and conditions which he is unable to comply with and reasons (if possible). However, requirements pertaining to bid bond, Performance/Warranty Bond Guarantee, and late delivery charges as mentioned in this tender must be fully met without offering any exception failing which the offer will be disregarded.

In case the bidder meets the tender specifications and complies with all the terms and conditions of this enquiry, it must be indicated so in the bid stating that the bid fully conforms to the technical specifications and to all the terms and conditions of the tender enquiry. **In this case also the bidder must enclose relevant catalogue/ technical literature along with his quoted specifications and for the purpose of facilitating technical evaluation of each item offered.**

#### **11. PURCHASER’S RIGHT TO VARY QUANTITIES**

We reserve the right to increase/decrease the tender quantities or cancel this enquiry in whole or in part before tender opening should our requirements change in the meantime. After tender opening, the quantities may be increased/ decreased by 15% of the tender quantities. However, the decrease beyond 15% shall be subject to concurrence by the successful bidder.

#### **12. COST OF BIDDING**

The bidder shall bear all costs associated with the preparation and submission of its bid, and SNGPL, here in after referred to as “**The Purchaser**” will in no case be responsible or liable for any such cost (s) regardless of the conduct or outcome of the bidding/ evaluation process.

#### **13. LANGUAGE OF BID**

The bid prepared by the bidder and correspondence and documents relating to the bid exchange between the bidder and the purchaser shall be written in English Language.

#### **14. DOCUMENTS ESTABLISHING GOOD’S ELIGIBILITY AND CONFORMITY TO BIDDING DOCUMENTS.**

- 14.1 The bidder shall furnish, as part of their bid documents establishing the eligibility and conformity to the bidding documents of all goods and services which the bidder proposes to supply under the contact/ purchase order.
- 14.2 The documentary evidence of the goods and eligibility shall establish to the purchaser’s satisfaction that they will have their origin in an eligible source. A

certificate of origin issued at the time of shipment will satisfy the requirements of this paragraph.

14.3 The documentary evidence of the conformity of goods and service to the bidding documents may be in the form of literature/ drawing and data (to be submitted in original) and shall furnish:-

- (a) A detailed description of the goods, essential technical and performance characteristics of goods;
- (b) A list, giving full particulars including available source and current prices, of all spare parts, special tools, etc, necessary for the proper and continuing functioning of the goods used by the purchaser.
- (c) A clause-by-clause commentary demonstrating substantial responsiveness of the goods and services to the purchaser’s technical specifications or a statement of deviation (s) there from and exceptions to the provisions of the technical specifications.
- (d) For purpose of the commentary to be furnished pursuant to clause 14.3 above, the bidder shall note those standards for workmanship, material and equipment and references to brand names or catalogue numbers, designated in the technical specifications are intended to be descriptive and not restrictive.

15. The successful suppliers/ manufacturers on whom purchase order(s)/ contract(s) will be placed. Shall provide a certificate as under:-

“No extra payment in the form of commission, over and above the contracted value has neither been paid nor shall be paid to any authority in Pakistan.”

16. In case local manufacturer turns out to be the lowest evaluated bidder, the company will have the option to finance purchase of the goods under the State Bank of Pakistan scheme for financing of locally manufactured machinery.

### **17. BID BOND**

17.1 The Bid Bonds (as per Annexure-II attached) in the amount not less than 2% of the total FOB Bid price in US Dollar, any freely convertible currency or equivalent Rupees according to the exchange rate prevailing on the date of execution of the Bond, shall be in the form of Bank Guarantee from a scheduled bank operating in Pakistan or by a foreign bank with guarantee underwritten by a scheduled bank operating in Pakistan or in the shape of Pay Order/ Demand Draft/ Cash Deposited Receipt issued by Scheduled banks operating in Pakistan as bid bond/ Bid security must be enclosed/ received along with the respective bid of a bidder at the time of bids opening. If a bid security/ bid bond from a bidder is received separately from its bid, SNGPL shall not be responsible in any way.

This will serve as a guarantee in case bidder subsequently either withdraw, or unilaterally modify, vary or alter their bids after opening of bids and before expiry of bid validity period, or fail to accept 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. Cable/ telex/ letter/ Fax advice from banks intimating issuance of bid bonds, and that those would follow in due course will not be entertained in lieu of actual bid bond for whatsoever be the reasons for delay in their submission. Bid Bond of the successful bidder will be retained until supplier furnishes the required Performance/ Warranty Bond Guarantee. SNGPL reserves the right to retain the Bid bond of the next lowest bidders until SNGPL enter into an agreement or until 120 days after Bid Opening, whichever is shorter. All Bid Bond shall thus be valid for a period of 120 days after the opening of bids or until 30 days after the expiry date (or extended expiry date) of quotation submitted by the bidders whichever is later. In case of any subsequent extension in the validity of a bid, the Bid Bond will also be revalidated correspondingly. Bids submitted without bid bond shall not be accepted and hence will not be read out at the same time of public tender opening.

17.2 The Company reserves the right to reject offer(s) accompanied by Bid Bonds of insufficient value.

17.3 The Bid Bond of the successful bidder will be returned only after the formal agreement has been signed and the specified Performance/ warranty Bond guarantee has been furnished by him. Should the successful bidder refuse or fail for any reason to execute the Agreement or to furnish the Performance/ Warranty Bond Guarantee, as required, the Bid bond shall be retained or shall become payable to SNGPL, as compensation for such default.

17.4 The cost of the above bonds shall be borne by the bidder.

17.5 The Bid Bond may be forfeited:-

- (a) If bidder withdraws its bid during the period of bid validity specified by the bidder on the form of bid or :
- (b) In the case of successful bidder, if the bidder fails:-
  - (i) To sign the Contract/ Purchase order or
  - (ii) To furnish Performance Bond.

## **18. PERFORMANCE WARRANTEE BOND GUARANTEE**

### **18.1.1 FOR LOCAL BIDDERS**

(As per Annexure-III) within 15 days after the release of the contract, the supplier shall furnish Performance Security to the purchaser in the amount of 10 percent of the total value of the contract. For local suppliers offering bid on DPU basis, the amount of Performance Security to be in the amount 10% of the total value of the contract excluding GST.

### **18.1.2 FOR FOREIGN BIDDERS**

(As per Annexure-III) Within 21 days after the release of the contract, the supplier shall furnish Performance security to the purchaser in the amount of 10 percent of the total value of the contract. (i.e) FOB or CFR whichever is applicable as per contract.

The Performance security shall be denominated in the Currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:-

- (a) A Bank Guarantee or irrevocable letter of credit, issued by a schedule bank located in Pakistan acceptable to the purchaser and in the form provided in the bidding documents; or
- (b) A cashier’s Cheque, Certified Cheque, or Cash:
- (c) Suppliers total liability in this respect shall not be limited to the extent of the Performance Bond;
- (d) Nothing contained herein shall be construed to limit the supplier’s obligations and liabilities with regard to the performance to the contract/ purchase order;
- (e) The Performance Bond will be discharged by the purchaser as soon as possible following the date of completion of the suppliers performance obligations, including any warranty / obligations under the contract.
- (f) The buyer reserves the right to forfeit the Performance /Warranty Bond Guarantee in case the supplier fails to fulfill its contractual obligations under the contract.

## **18.2 WARRANTY**

The supplier warrants that the goods and services supplied under the Contract shall conform to the specifications printed in this tender enquiry. The supplier also warrants that the goods and services supplied under the contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and material unless provided otherwise in the contract. The supplier further warrants that the goods and services supplied under this contract shall have no defect arising from the design, material or workmanship (Except in so far as the design or material is required by the purchaser’s specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions obtaining in the country of final destination.

- 18.2.1 This Performance/Warranty Bond Guarantee shall remain valid for 12 months after the last portion of the goods and services have been shipped to the final destination indicated in the contract. The purchaser shall promptly notify the supplier in writing of any claim arising under this warranty. Upon receipt of such notice, the supplier shall replace the defective goods or part thereof, without costs to the purchaser other than, where applicable, the cost of inland transportation of the repaired or replaced goods or parts from the port of entry to the final destination. If the supplier having been notified, fails to replace the defective goods and pay all costs / expenses and damages within a period of 90 days; 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 Security.

18.2.2. In case any material is found being not in conformity with the specifications provided in the tender enquiry Purchase Order placed on you either on account of inferior quality, defective workmanship, faulty design, faulty packing or is short received, the supplier apart from replacing the short-supplied, faulty or defective material and/or paying the full costs of replacement, would also pay extra custom duties and sales tax paid by SNGPL on account of payment such duties for the second/or more time on re-import as free replacement(s). Full cost of replacement shall mean the cost of locating the failure cutting out, removal of faulty pipe, supply and insertion of new pipe, coating and wrapping, hydrostatic test, back filling and commissioning.

18.2.3 In the event an item has been wrongly supplied or short supplied or is found not in conformity as per specifications provided in the tender enquiry or Purchase Order placed on you, the supplier will under-take to replace the item (s) free of charge but shall pay all cost expenses and damages incurred by SNGPL due to breach of warranty. The defective item will be handed over by us to the supplier's representative in Pakistan. Please note that the company cannot arrange export of the defective items back to their suppliers. The company can, however, render all possible cooperation to the supplier's local representative by way of any factual written certifications in this regard.

**19. FOR LOCAL AGENTS ONLY.**

19.1 Quotations from local agents must be accompanied by a letter in original from manufacturer / principals authorizing them to act as their agents in Pakistan failing which their quotation is likely to be disqualified.

19.2 Only one representative of bidder / accredited Agents, who have submitted their bids, shall be allowed to attend public opening of bids. Purchase of Tenders, but without offering a bid, will not be a sufficient qualification for participation in the public bids opening.

19.3 Please indicate element of your local agency commission included in Ex-Works/FOB prices offered by you for payment directly by us in Pak Rupees in case an order is placed on you on the basis of this tender. A certificate from your principals, in support of the agency commission quoted, shall accompany your bid confirming that no commission shall be paid to their local agents in any other currency in case of an order on them.

19.4 Your offer(s) must be supported by the original copy of offer (s) received from your principals against this tender enquiry. In case your principal's offer (s) indicated amounts of local agency commission payable to you, no separate certificate from them in support of the local agency commission quoted in your bid would be required. Payment of agency commission bill will however be made on the exchange rate of (Documents Retirement Date).

19.5 In case of breach of contract, apart from the penalties incorporated at clauses 5 and 6 mentioned on page 3 & 4 of Appendix “A” attached to this tender, future business dealing with the respective local agents may be stopped.

19.6 Firms / Companies registered with relevant Registration Authorities are only entitled to participate in the tender.

20. **TECHNICAL LITERATURE**

Complete technical literature / relevant brochure (in English Version) on the goods offered be accompanied with the offer. **Bids not supported by relevant technical literature may be rejected.**

21. **CANVASSING**

After the public opening of the bids information relating to examination, clarification and evaluation of bids and recommendation concerning award is strictly confidential. Any effort on the part of the bidder or his agent to extract information or canvassing at any stage of the tender evaluation is strictly prohibited.

22. **AWARD OF CONTRACT**

Contract for supply of equipment / services as per detailed requirements and technical specifications shall be awarded to the supplier (s) whose bid (s) has been determined to be the lowest evaluated bid (s) with acceptable and assured delivery period and whose product meet the required specifications and technical, commercial and reliability standards.

23. **CONVERSION TO SINGLE CURRENCY**

To facilitate evaluation and comparison, the Purchaser will convert all Bid Prices expressed in the amount in various currencies in which bid price is payable in Pakistan Rupees at the Bank Credit selling rates published by the State Bank of Pakistan on the tender closing date.

24. **AWARD CRITERIA**

The Purchaser will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid.

25. **DELIVERY**

For the purpose of determining the lowest evaluated bid, guaranteed delivery period will also be taken into account. The goods under this invitation are required to be shipped/ delivered in accordance with the schedule of shipment mentioned in the attached Appendix “E”.

26. **APPLICABLE LAW**

The Contract / Purchase order shall be interpreted in accordance with the laws of the Purchaser’s country.

27. **TAXES AND DUTIES**

27.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser’s country.

- 27.2 A local supplier shall be entirely responsible for all taxes, levies, license fees, etc. applicable on remuneration payable in the purchaser’s country with regard to the service rendered inside the purchaser’s country.
28. In case of shipment to be arranged through PNSC vessels, trans-shipment will be allowed with the consent of supplier and only if the cargo is containerized. Trans-shipment(s) will not be allowed in other cases.
29. In our purchase order / contracts the name and address of PNSC Agents at the port of shipment will be incorporated to help supplier in contacting PNSC agents and vice versa for making shipping arrangements and booking of space in the ship available at the time of completion of order.
30. **NOTICE OF CARGO READINESS IN CASE OF ORDER ON FOB BASIS ONLY**  
The supplier would be required to give at least 30 days notice to PNSC agents at the port of loading about cargo readiness so that there is no difficulty in booking space in the next ship available.
31. **PAYMENT OF FREIGHT**  
31.1 In case of shipment through vessels owned or chartered by PNSC freight will be payable in Pak Currency directly to PNSC in Pakistan on freight to pay basis at the time of obtaining delivery order of the goods.  
31.2 In case purchase order is placed on FOB basis and if the freight to be eventually paid by the company turns out to be more than that quoted in the bid, SNGPL in that case, will recover additional freight charges from the successful bidder to whom the order is placed.
32. **EVALUATION AND COMPARISON OF BIDS FOR GOODS PREFERENCE FOR DOMESTIC MANUFACTURER**  
In accordance with SRO 827 (1) 2001, bidders tendering for engineering goods produced in Pakistan shall be accorded a Price preference in rupees upto a specific percentage (in proportion to the value addition) of the lowest quoted landed cost of an item of foreign origin with similar specifications as mentioned in the tenders.
- i) Provided that :-
- a) The saving in foreign exchange is not less than the amount of price preference;
- It is ensured that, in each case of such preference, the total import requirements for producing the supplies tendered for locally manufactured items has been duly indicated by the bidders.
- ii) Price preference shall be allowed as under:-
- a) Having minimum twenty percent value addition through indigenous manufacturing, price preference shall be fifteen percent :
- b) Having over twenty percent and upto thirty percent value addition through indigenous manufacturing, price preference shall be twenty percent,

- c) Having over thirty percent value addition through indigenous manufacturing, price preference shall be twenty five percent.

For the above purpose, we will require a complete breakdown of ex-factory price for goods manufactured in Pakistan as per following example:-

**EXAMPLES.**

1. CFR cost of raw material for manufacturing of 100 pieces of the item	Rs.	3,500.00
2. CFR cost of other requisites for above	Rs.	300.00
3. Total CFR cost of raw material	Rs.	3,800.00
4. Custom duty 25% on total CFR cost of raw material i.e. on	Rs.	950.00
5. Duty paid value i.e. Serial 3 + 4	Rs.	4,750.00
6. Sales Tax on raw material 15% of Rs. 4,750/-	Rs.	712.50
7. Total landed cost of raw material	Rs.	5,462.50
8. Total operating cost including salaries, wages, fuel electricity etc.	Rs.	2,765.00
9. Total cost Ex-factory	Rs.	8,227.50

Any offer not accompanied with this cost breakdown will neither be qualified nor will be allowed to receive the above price preference.

**32(a) Criteria for Computing Landed Cost Factor in terms of SRO 827(1) 2001:**

<b>S. No.</b>	<b>Cost Components for computing landing cost of imported Engineering goods in terms of S.R.O. 827(1)2001 in Pak Rupees.</b>
<b>i.</b>	FOB Value
<b>ii.</b>	Sea freight (Actual quoted by the bidder on the basis of PNSC rates, which shall be announced by the bidder at the time of opening of the bid.
<b>iii.</b>	C & F value (i+ii), (CFR value).
<b>iv.</b>	Insurance @ 1% of C & F value given at V below.
<b>v.</b>	CIF value (iii+iv)
<b>vi.</b>	Handling Charges @ 1% of CIF value given at V above.
<b>vii.</b>	Import value (v+vi) for the purpose of levying Customs Duty
<b>viii.</b>	Custom / Regulatory Duty as per SRO 246/(1)2015 dated 27-03-15 at applicable rate which shall be calculated on the import value given at vii above.
<b>ix.</b>	Duty Paid value
<b>x.</b>	Sales Tax at applicable rate, which shall be calculated on the duty paid value given at ix above.
<b>xi.</b>	Duty & Sales Tax paid value (ix+x)
<b>xii.</b>	Withholding Tax at applicable rate, which shall be calculated on duty and sales tax paid value at xi above.
<b>xiii.</b>	LC charges @ 0.25% of FOB Value given at (i) above.
<b>xiv.</b>	Clearing Charges % of CFR Value given at (iii) above.
<b>xv.</b>	SED at applicable rate, which shall be calculated on the import value given at vii above to be taken as nil as it stands withdrawn.
<b>xvi.</b>	KPT Wharfage Rs.140/- per cubic meter or the prevailing rate.
<b>xvii.</b>	Carnage Loading & Other Charges @ 0.25% of C & F value given at (iii) above.
<b>xviii.</b>	Inland Transportation Charges from Port to Coating Factory (From Port of Final destination in case of products other than pipes, where coating is not required),

	loading at port and un loading at destination.
<b>xix.</b>	Cost of imported engineering goods.
<b>xx.</b>	LESS: handling charges taken at S. No. VI (National value taken for calculating assessed value for purpose of calculating custom duty, sales tax and with holding tax by the customer authority).
<b>xxi.</b>	LESS: Sales Tax taken at X above. (Adjustable as output tax).
<b>xxii.</b>	LESS: With Holding Tax. (Adjustable against final assessed tax).
<b>xxiii.</b>	Total deductions (XX+XXI+XXII).
<b>xxiv.</b>	Net cost of imported engineering goods (xix minus xxii).

33. Local bids not indicating break down of their ex-factory prices as per clause 32 above will not be granted any margin of price preference allowed to the local products.
34. Please indicate approximate shipping specification, i.e. weight and measurements of the packages / bundles and also total gross weight (in terms of metric tons), and total gross volume (in terms of cubic meters) of each consignment separately.
35. The company reserves the right to accept and / or reject any offer or cancel the tender enquiry altogether or to extend closing date of this tender enquiry without assigning any reason whatsoever.
36. For evaluation of bids customs duty, taxes and all other charges prevailing on the date of public opening of bids will be used, where applicable.
37. For the purpose of price comparison and evaluation of bids, financial charges will also be added to arrive at a landed cost, which will interalia include, mark up and L/C opening charges etc.
38. The price of the goods quoted CFR port-of-entry in the purchaser’s country (Karachi-Pakistan) would mean “Shipment Cost and Freight landed” basis which would include discharging of goods at the “Designated Area” specified by the Karachi Port Trust.
39. That in case the contractor fail to supply the goods within stipulated period and seeks extension from the company and that in the event of extension granted by the company in completion of the supply of goods, in case the existing taxes, custom/excise duties either increased or new tax is imposed by the Government during the extended period, payment where of will be the sole liability of the Contractor and the company shall not be liable to pay any such amount to the contractor on account of imposition of new custom or excise duties or taxes on increase in existing rate of custom, excise duties or taxes.
40. Part quantities against an item will not be accepted.
41. CFR would include to mean the cost and freight and all other charges provided for delivery upto a location at the Karachi Docks, to be designated by port authorities for the purpose of delivery of goods by the shipping lines or their agents to the consignee or his agent.
42. **FOR LOCAL MANUFACTURERS ONLY**  
In an event of any custom / excise duties or tax on any goods is imposed or increased, either by the provincial or Federal Government, the SNGPL shall not be liable to pay

the amount so charged from the supplier / seller. The supplier/seller shall have no right to claim repayment or any amount from SNGPL paid by him on account of imposition of new custom excise duties or tax or increase in the existing rate of custom excise duty or tax.

43. **FOR LOCAL AGENTS ONLY**

Please also give your Import Registration Number, GST No. and NTN No. and the validity of these registrations in your offer. Also enclose the photocopies of the said registrations alongwith your quotations / bids.