

ATTACHMENT - I

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)
CONTRACT AWARD PROFORMA-I

01. Name of the Organization/Deptt	Sui Northern Gas Pipelines Ltd
02. Federal / Provincial Govt	Public Sector Organization
03. Title of Contract	NT-1768/21
04. Tender Number	SN-4196/21
05. Brief Description Of Contract	HD Polyethylene Model EJ-1
06. Tender Value	122.20 Million
07. Engineer's Estimated	Not applicable
08. Estimated Completion Period	07 weeks after receipt of operative L/C
09. Whether The Procurement was Included In Annual Procurement Plan	Yes
10. Advertisement :	yes
a. PPRA website (Federal Agencies)	yes
b. News Papers	yes
11. Tender Opened On (Date & Time)	25.02.2021 at 1600 Hrs
12. Nature Of Purchase	International
13. Extension In Due Date (If any)	No
14. Number of Tender Documents Sold	9 (Nine)
15. Whether qualification criteria was included in Bidding/Tender documents	Yes
16. Which Method Of Procurement Was Used	Tick one
a. Single Stage – One Envelope Procedure	
b. Single Stage - Two Envelope Procedure	✓
c. Two Stage Bidding Procedure	
d. Two Stage – Two Envelope Bidding Procedure	
17. Please specify if any other method of procurement was adopted with brief reasons (i.e. emergency, direct contracting, negotiated tendering etc.)	N/A
18. Who is the approving authority	Dy. Managing Director (Services)
19. whether approval of competent authority was obtained for using a method other than open competitive bidding	N/A
20. Number Of Bids Received	06 (Six)
21. Whether The Successful Bidder Was Lowest Bidder	Yes
22. Whether Integrity Pact Was Signed	Yes [Copy Enclosed]

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ATTACHMENT - II

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)

CONTRACT AWARD PROFORMA - II

23. Number of bidders present at the time of opening of bids	Three (03)
24. Name and address of the successful bidder	M/s. Guangzhou Lushan New Materials Co., China
25. Ranking of successful bidder in evaluation report (i.e. 1st, 2nd, 3rd evaluated bid)	Single Lowest evaluated
26. Need analysis (why the procurement was necessary?)	To expand the network as well as in the interest of GOP
27. In case extension was made in response time, what were the reasons (briefly describe)	No
28. Whether names of the bidders and their prices was read out at the time of opening of bids	Yes
29. Date of contract signing	24.08.2021 [Agreement Attached]
30. Contract award price	CNY (¥).5,561,400.00 (FOB)
31. Whether copy of evaluation report given to all bidders	Yes
32. Any deviation from specifications given in the tender notice/documents	No.
33. Any complaints received	No.
34. Deviation from qualification criteria	No.
35. Special conditions, if any	No


NABEEL ISHTIAQ
DY. CHIEF OFFICER (PROCUREMENT)

INTEGRITY PACT

RE:

TENDER NO.:SN-4196/20

PO NO:NT-1768/21

PO DATE:24.AUG.2021

GUANGZHOU LUSHAN NEW MATERIALS ^{CO.LTD} (the Seller/Supplier) hereby declares its intention not to obtain or induce 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 its (GOP) through any corrupt business practice.

Without limiting the generality of the foregoing, (the Seller/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 including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever from GOP, except that which has been expressly declared pursuant hereto.

(The Seller/Supplier) certificated that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of related to the transaction with GOP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

The Seller/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 rights 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, (the Seller/Supplier) agrees to indemnify GOP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation, to GOP in an amount equivalent to then times the sum of any commission, gratification, bribe, finder's fee or kickback given by (the Seller/Supplier) as aforesaid for the purpose of obtaining or including the procurement of any contract, right interest, privilege or other obligation or benefit in whatsoever from GOP.

Guangzhou Lushan New Materials Co., Ltd.



Signature of Bidder

DATE:06TH,SEP.,2021



Purchase Order No. NT-1768/21

Dated: 17.08.2021

M/s Guangzhou Lushan New Materials Co. Ltd,
China
C/o M/s Technovation Global,
427 Block-K, Model Town,
Lahore

PO is endorsed, as per approved procedure and it is confirmed that budget is not overrun as a result of purchase order pricing, based on the amounts mentioned against each Management Sanction in the PO,

24-08-21

To keep the items as well as quantities there against, in line with the approved Management Sanction, is responsibility of the Indenting / Procurement department.

Amhami
23/8/21
Finance Dept. (Projects)

SUB: PE COATING RAW MATERIAL

Reference: Your quotation No. Nil dated 04.02.2021 in response to our tender enquiry No.SN-4196/20 submitted by your local agent vide their letter dated 04.02.2021 and subsequent correspondence.

Dear Sirs,

1. We are pleased to place an order on you for the following Item(s):-

Item No.	Description	Unit	Qty.	Unit FOB price (CNY)	Total FOB value (CNY)
1.	P.E. COATING RAW MATERIAL Manufacturer: M/s Guangzhou Lushan New Materials Co. Ltd, China H.D. Polyethylene, Model EJ-1, Packing: 25 Kgs/Bag = 23,920 Bags (Other detailed specifications as per your quotation).	M/Ton	598	9,300.00	5,561,400.00
				Total FOB value upto Huangpu Port, China	CNY 5,561,400.00 (USD) 867,124
Note: Above quantity has been adjusted as per your quoted standard packing 26 MT/40 feet container, which would be shipped in 23 x 40 feet containers. Other Notes are as per attached cont'd sheet 1/A.					

Stamp: COMPLIANCE
Stamp: NORTH
Stamp: ACCR./UCA/CA/IN (Compliance)

ORDER SANCTIONED

SUBJECT TO NOTE PUR-55 DT.....

G.M. (Procurement)

Jar
DY. MANAGING DIRECTOR (S)

- 2. COUNTRY OF ORIGIN: China
- 3. PERIOD OF SHIPMENT: Within 7 weeks (FOB) after receipt of operative L/C, but please try to improve this delivery period.
- 4. PORT OF DESTINATION: KARACHI PORT/BIN QASIM PORT - PAKISTAN

138-21
09-22

Note: This PO is endorsed in place of cancelled PO # DPP-720/21, as per DCO (P) email dated 23/8/21 (copy attached)

Telephones Exch: +92-42)9082000
+92-42)9082008
Telephones: 042-99085028
Fax: 042-99200000

Kusay
23/8
C.A.C.F.

PO is endorsed, as per approved procedure and it is confirmed that budget is not overrun as a result of purchase order pricing, based on the amounts mentioned against each Management Sanction in the PO. To keep the items as well as quantities there against, in line with the approved Management Sanction, is responsibility of the Indenting / Procurement department.

www.sngpl.com.pk

23/8

Finance Department

NOTES PERTAINING TO PURCHASE ORDER NO. NT-1768/21

Continuation Sheet No.1/A

i) PACKING

- a) Please note that the above raw material is to be shipped with robust, sturdy and weather proof arrangements. Special attention would also be required to keep the material from effects of moisture and ultra-violet rays.
- b) The manufacturers/suppliers shall supply material:-
 - 1. Certificate that material is in accordance with the manufacturer's specifications.
 - 2. Identify/mark the following on each pallet against each shipment:-
 - a) Manufacturer's name,
 - b) Product(s) description,
 - c) Lot/batch and package number,
 - d) Date and location of manufacturer,
 - e) Purchase order No. NT-1768/21

ii) PERFORMANCE/WARRANTY BOND GUARANTEE

Please arrange to provide us at your own cost, a Performance/Warranty Bond Guarantee as per Appendix-'C' attached, in accordance with clauses No.18 mentioned on page 8-10 of "Instructions to Bidders" of our tender enquiry No.SN-4196/20. This guarantee should reach us within 15 days of receipt of this purchase order.

iii) LATE DELIVERY CHARGES AND FORCE MAJEURE

Late Delivery Charges and Force Majeure clauses 4 and 7 mentioned on page 3 and 5 of "General Terms" attached with our tender enquiry No. SN-4196/20 shall also be applicable to this purchase order.

iv) TAXES AND DUTIES

M/s Guangzhou Lushan New Materials Co. Ltd, China shall entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the purchaser's country.

v) CONTRACTORS' HSE MANUAL

All the bidders are required to note and comply with General Procedure "CONTRACTORS' HSE MANUAL". The manual has been placed at SNGPL website www.sngpl.com.pk under the main pull down menu "Health, Safety & Environment".

- vi) All other terms & conditions mentioned in our tender enquiry SN-4196/20 will also apply to this purchase order until or otherwise modified and agreed to by both the parties through correspondence.

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5. SHIPMENT

- a) Shipments of Cargo is to be made through vessels owned or chartered by Pakistan National Shipping Corporation (PNSC), who are members of the Conference Line, on freight to pay basis. The address of PNSC, Karachi is as follows:-

M/s Pakistan National Shipping Corporation, P.N.S.C. Building,
Moulvi Tamizudin Khan Road, Karachi (Pakistan).

- b) Shipment/despatch details must be confirmed by telefax immediately upon shipment.
- c) Also request your principals to give at least 30 days notice to the agents of PNSC at the port of loading about the cargo readiness so that there is not difficulty in booking space in the next ship available.
- d) We give below the name and address of M/s PNSC's agents for enabling your principals to contact them for making arrangements for shipments and booking of shipping space at the time of completion of order:-

M/s Penavico Tianjin,
Post Code: 300042,
No.5 Xuzhou Road, Hexi Dist, Tianjin,
China
Phone No. 86-22-3317906 Fax: 86-22-5793312

- e) To expedite receipt of advance shipping documents, please also arrange to despatch the same through courier service to our Karachi Office as well as through email at the following address under an intimation to us:-

SUI NORTHERN GAS PIPELINES LTD,
PIDC HOUSE, DR. ZIA-UD-DIN AHMED ROAD,
KARACHI (PAKISTAN)
ATTENTION: MR. MUHAMMAD WAJID
Phone No: 021-35682055
Fax No. : 021-35683651
Email: import@sngpl.com.pk

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6. PACKING & MARKING

Stores should be securely packed to ensure safe transit by Sea and marked as follows:-

<p>S.N.G.P.L.</p> <p>NT-1768/21</p> <p>KARACHI (PAKISTAN)</p>

7. INSPECTION

- a) Inspection of the Stores will be carried out prior to shipment by a third party to be appointed by us or their accredited representative at Works of the manufacturers, who will issue an inspection certificate in token of their having carried out the said inspection. Kindly advise your principals to afford all necessary facilities to such representative. However, any inspection certificate certifying that the goods supplied are in accordance with the specifications of the purchase order shall not absolve the supplier of its liabilities in the event goods are found not to conform to the specifications or otherwise found defective.
- b) Name & address of our third party inspector is M/s Applus China Ltd, Room 1304, Shengkang, LiaoShi Building No.738 Shang Cheng Rd, Pudong District, Shanghai, PRC.

8. PREPARATION OF INVOICES & SHIPPING DOCUMENTS

- a) All invoices/Bills of Lading/Shipping documents must bear full reference of this contract number and date.
- b) Total value on invoices must indicate full FOB value.

9) ADVANCE SHIPPING DOCUMENTS

Advance copies of the following shipping documents in quintuplicate with number and date of this contract should reach us before the expected arrival of the vessel at Karachi:-

- a) Non-negotiable Clean Bill of Lading.
- b) Supplier's signed invoice (showing separately value of each item) duly signed in ink.
- c) Signed packing list showing measurement, quantity, weight and their numbers.
- d) Inspection Certificate.
- e) Guarantee Certificate:- (Beneficiaries to the Letter of Credit are required to produce a Guarantee Certificate to the effect that the quality of material conforms to the specification given in Clause No. 1 and the quantity has actually been shipped for which payment against Letter of Credit has been claimed. This certificate will accompany the shipping documents, on production of which payment will be drawn against Letter of Credit).

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10) INSURANCE

Insurance will be arranged by us when the consignment is ready for shipment/despatch. In this respect, please refer to the details given in clause-1 of attached Appendix 'A'.

11) TERMS OF PAYMENT (Please also see Appendix-'A' attached).

- a) By a firm and irrevocable Letter of Credit in favour of M/S GUANGZHOU LUSHAN NEW MATERIALS CO. LTD, NO.22, PUBEI ROAD, HUANGPU, GUANGZHOU 510530, CHINA valid for shipment as per period of shipment mentioned at clause 3 of purchase order.
- b) L/C to be advised through ICBC Bank, China
- c) Partial/Transshipment to be allowed in the L/C.
- d) Negotiation of documents must be made within 15 days from date of shipment.
- e) Invoice and packing list must be placed at an obvious place with the each consignment and certificate to this effect must be submitted alongwith the shipping documents. In the event of non adherence, any penalty, imposed by the Pakistan Customs Authorities will liable to be recovered from the beneficiary or shipper, as applicable.
- f) Other terms and conditions as per clauses 1, 2, 5 to 8, 10 & 12 to 15 of Appendix-'B' attached.

- 12) In the event an item has been wrongly supplied or short supplied, supplier(s) will undertake to replace the item free of charge. The defective item will be handed over by us to their representative in Pakistan if any. Please note that the Company cannot arrange export of defective material back to supplier(s) in abroad.

13) SPECIAL INSTRUCTIONS

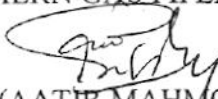
Attached instructions shall apply to this order.

- 14) Any payment of custom duty and sales tax on account of incorrect shipping documents and any demurrage caused at the port of discharge owing to either incorrect shipping documents or receipt of shipping documents or late receipt of non-negotiable, negotiable shipping documents against the time period stipulated in the Purchase order/LC or levy of any penalty due to missing of any document in violation of Pakistan Customs Rules will be charged to beneficiary/shipper as applicable.
- 15) In case, if material is found faulty, short or defective, the supplier(s) apart from replacing the short supplied, faulty or defective material or paying the full cost of replacement would also pay extra custom duty and sales tax etc., paid by Sui Northern Gas Pipelines Limited on that account.
- 16) If shipment from UAE or where voyage time is less than 7 days then advance shipping documents does not require within 7 days.
- 17) FTA certificate and Country of Origin Certificate required in case of Chinese Origin.
- 18) You are required to furnish duly signed Integrity Pact within 15 days of receipt of this purchase order. (Applicable for purchase order valuing more than Rs.10 Million).

Please acknowledge receipt and confirm that you are undertaking supply in terms of this Contract.

SP

Yours faithfully,
SUI NORTHERN GAS PIPELINES LIMITED


(AATIR MAHMOOD)
DY. CHIEF OFFICER (PROCUREMENT)
for MANAGING DIRECTOR

Copy to:-

- 1) **General Manager (Accounts)** : Please arrange to establish a Letter of Credit in terms of this contract. Full particulars of this L/C must be advised to GM (PT) immediately. Also please arrange suitable Insurance for consignments on receipt of despatch advice. Our Import Registration Number W-15658. This Purchase Order is to be financed out of Cash Foreign Exchange allocation.
- 2) **I/C (SHIPPING), KARACHI**
 1. After clearance please despatch to **UCH SHARIF STORES**.
 2. A copy of PNSC certificate is attached for comparison of Ocean Freight.
- 3) Receiving Stores:- On receipt please pass R/S.
Executive Officer (Stores), Uch Sharif
- 4) Indentor: GM(MC) P
- 5) Coordinator (PB&MC)

Indent No. HO/P/IB/0230/21, HO/P/IB/0232/21 & HO/P/IB/0246/21

Account: Store Stock 11.033-00020.03.00

- Quotes approved by: GM(MC) P vide memo SN-4196/20 dated 04.03.2021.

Sr. No.	Indent No.	Index No.	Management Sanction No.	Utilization (CNY)
1	HO/P/IB/0232/21	11.033.00020.03.00	(RMS: 4122) Inventory/2020-21/058-21	2,306,400
2	HO/P/IB/0246/21	11.033.00020.03.00	(RMS: 4160) Inventory/2021-22/03-22	2,790,000
3	HO/P/IB/0228/21	11.033.00020.03.00	PRJ/SEZ/AIIC/FSD/006	465,000
			Total:	5,561,400

Distribution:-

- | | |
|------------------------------|------------------------|
| 1. Supplier | 6. Indentor |
| 2. GM (PT) | 7. Stores Office Copy |
| 3. GM(Accounts) | 8. Coordinator (PB&MC) |
| 4. Material Receiving Stores | 9. Inventory Section |
| 5. Shipping Karachi | |

