

BID EVALUATION REPORT

02. Name of Procuring Agency: Underground Coal Gasification Project, Tharparkar.

02. Tender Reference No: UCG/90-08-14

03. Tender Description/Name of Work/Item: Tender for Supply of Mud Component/ Bentonite

04. Method of Procurement: Open Tender above Rupees One Million

05. Tender Published: SPPRA Web Site Sr. 21086 Daily Dawn, Daily Express, Daily Kawish

Print & Electronic Media (SPPRA ID No & News papers names with dates)

13. Total Bid documents Sold: 03 (Three)

14. Total Bid documents Received: 03 (Three)

15. Technical Bid Opening date:(if applicable) 20.08.2014 (Provide detail in separate form)

16. No of Bid technically qualified (if applicable) 03 (Three)

17. Bid (s) Rejected: Nil

18. Financial Bid Opening Date: Nil

19. Bid Evaluation Report:

S. No	Name of Firm or Bidder	Unit Cost Offered by the Bidder In US \$			Ranking in terms of Cost	Comparison with estimated cost	Reasons for acceptance/ rejection	Remarks
		S.No	Unit	Unit Cost				
01.	M/s Oriental Engineers Lahore	01	Ton	183.70	1 st Lowest	Nearest to the estimated cost	Accepted as 1 st Lowest	Letter of intent will be issued after Seven days of SPPRA website Hoisting date.
		02	Ton	3,085.50				
		03	Ton	1,720.40				
		04	Ton	5,958.70				
02.	M/s Iqbal Enterprises Lahore	01	Ton	185.00	2 nd Lowest	Above to the estimate Cost	Accepted as 2 nd Lowest	This seems to be fake 07/08/14
		02	Ton	3,200.00				
		03	Ton	1,725.00				
		04	Ton	6,100.00				
03.	M/s Advance Technologies Lahore	01	Ton	187.00	3 rd Lowest	Above to the estimate Cost	Accepted as 3 rd Lowest	- do - 07/08/14
		02	Ton	3,400.00				
		03	Ton	1,800.00				
		04	Ton	6,200.00				

[Signature]

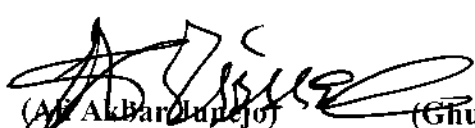
[Signature]
25/08/14

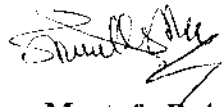
[Signature]
25/08/14

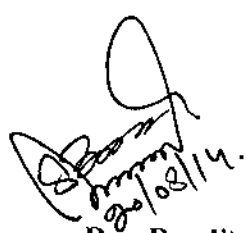
Signature of Committee:


As it seems that all these bids are submitted by only one bidder so it is recommended for retendering.


(Aijaz Ali Shaikh)
Procurement Officer
UCG Project Thar


(Ali Akbar Lonejo)
District Accounts Officer
Mithi,
Representative of Secretary
Finance,


(Ghulam Mustafa Bajeer)
Assistant Director Sindh
Coal Authority,
Mithi.


(Ameer Bux Burdi)
Senior Engineer (Chemical)
UCG Project Thar

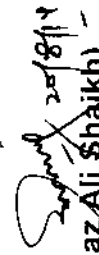

(M. Shauqim Bhatti)
CE/HGO
UCG Project Thar.
President

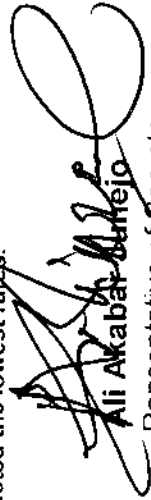
COMPARATIVE STATEMENT

Tender No.90-08-2014
Tender Opening Date is 20.08.2014


S. No	Description	Unit	Qty Required	M/s Oriental Engineers Lahore Unit Price per ton in US \$	M/s Iqbal Enterprises Lahore Unit Price per ton in US \$	M/s Advance Technologies Lahore Unit Price per ton in US \$
1	Sodium Bentonite	Ton	1500	183.70	185.00	187.00
2	Sodium Carboxy Methyl Cellulose	Ton	30	3,085.50	3,200.00	3,400.00
3	Carboxy Methyl Starch	Ton	30	1,720.40	1,725.00	1,800.00
4	Annulus Flowing Improver (SD III)	Ton	30	5,958.70	6,100.00	6,200.00


Remarks: M/s Oriental Engineers Lahore has quoted the lowest rates.


(Aijaz Ali Shajikh)
 Procurement Officer UCG


Ali Akbar Bunejo
 Representative of Secretary
 Finance Dist. Accounts Officer Mithi


Ghulam Mustafa Bajeeer
 Asstt. Director (SCA Mithi)


Ameer Bux Burdi
 SE (Chemical) UCG


M. Shamim Bhatti 20/8/14
 Chief Engineer (Gasification)
 UCG Project Thar
 President



TENDER NOTICE



The Underground Coal Gasification Project Thar, Energy Department, Government of Sindh invites sealed tenders from reputed suppliers / firms registered with income tax / sales tax department for the provision of following item. Opening of Technical and Financial Bids will be held on specified dates & time at **Underground Coal Gasification Project Thar Village Bhanbriu Bheel, District Tharparkar, Sindh**. Earnest money equivalent to 1% of the total cost in the shape of Bank Draft, Pay Order or Bank Guarantee in favour of **MD, UCG Thar** must accompany the tender.

Tender #	Description	Qty.	Tender Fee Rs.	Opening of Technical Bid Date & Time	Opening of Financial Bid Date & Time
90-08-14	Supply of Mud Components (Bentonite) as per following detail: - Part-A 1. Sodium Bentonite 2. Sodium Carboxy Methyl Cellulose 3. Carboxy Methyl Starch 4. Annulus Flowing Improver (SD III) Part-B 1. Soda Ash 2. Caustic Soda 3. Thread Dope	(Details as per Tender Documents)	2000	20.08.2014 at 1200 hours	20.08.2014 at 1300 hours

Tender documents will be issued from the date of 1st publication till August 20, 2014 at 1100 hours.

Tender documents containing detailed specifications, terms and conditions can be purchased against payment of above mentioned amount in shape of Pay Order / Bank Draft in favour of the Accounts Officer UCG on written request from the undersigned. The UCG Project Thar reserves the right to accept or reject any or all offers subject to the relevant provisions of SPP Rules 2010. Tender documents may also be obtained through email by submitting scanned copy of Bank Draft / Pay Order however its original should accompany the tender otherwise bid will not be considered.

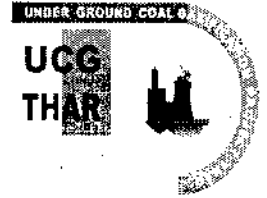
Tender must reach this office by the date and time specified in the "Schedule A" of the tender document. This project will not accept any excuse of delay occurring in post. Tender received after the fixed date & time will not be entertained.

Alternately tender can be brought to the tender opening venue at **Underground Coal Gasification Project Thar Village Bhanbriu Bheel, District Tharparkar, Sindh** one hour before opening time.

Procurement Officer
Underground Coal Gasification Project Thar, Government of Sindh
C/O Manager, National Bank of Pakistan, Islamabad Branch, Islamabad.
Tharparkar Sindh
Ph: 0232-923008, Cell: 0342-1220408
Email: poucgthar@gmail.com



**UNDERGROUND COAL GASIFICATION
PROJECT THAR**



Tender Document

**For the Supply of Mud Components / Bentonite
(Islamkot, Dist: Mithi, Sindh)**

Tender No: UCG/90-08-14

[Handwritten signature]

M/s

Invitation to Tender and General Instructions.

Dear Sir

I invite you to tender for the supply of "Mud Components / Bentonite" in accordance with the description of items at Schedule "A".

2. **Delivery of Tender:** -

- a) Quotation must be completed in all respect, please attach brochures where necessary
- b) Earnest money equivalent to 1% of the total cost in the shape of Bank Draft or Pay Order in favour of **MD, UCG Thar** must accompany the tender
- c) The tender duly sealed should be address to: -

Procurement Officer
Underground Coal Gasification project Thar
C/O Manager,
National Bank of Pakistan,
Islamkot Branch, Islamkot
Tharparkar Sindh
Ph: # 11232-923008 Cell # 0342-1220408
Email: poucgtar@gmail.com

3. **Date and Time for receipt of tender.** Your tender must reach this office by the date and time specified in the "Schedule A". This Project will not accept any excuse of delay occurring in post. Tender received after the fixed date /time will NOT be entertained.

Alternately tender can be brought to the tender opening venue at Underground Coal Gasification Project Thar, Village Bhanbri Bheel, District Tharparkar, Sindh one hour before opening time.

Tender documents may also be obtained through email by submitting scanned copy of Bank Draft / Pay Order however its original should accompany the tender otherwise bid will not be considered.

4. **Term of Payment** Within thirty working days with the successful bidder after receipt of stores

[Handwritten signature]

5. **Warranty** All goods / stores / offered would be brand new from current production and will be governed as per warranty clause
6. **Validity of Offer** The validity period of quotations must be indicated and should invariably be for ninety days extendable to one hundred and twenty days from the date of opening of commercial / financial offer
7. **Photocopies of documents** Following information/copy of documents must be provided/attached with offer: -
- a) A copy of letter from the Bank showing firm's financial capability
 - b) Income tax No. to be mentioned on the offer and copy of Registration Certificate issued by Sales Tax Department
 - c) Copy of original Principal/Agency Agreement
8. **Disqualification** Offers are liable to be rejected if: -
- a) If earnest money is not attached, with the offer
 - b) Offers are found conditional or incomplete in any respect
 - c) Manufacturer's relevant brochures and technical details on major equipment are not attached in support of specifications
 - d) Received later than appointed/fixed date and time
 - e) If the validity of the agency agreement is expired
 - f) If validity of offer is not quoted as required in IT or made subject to confirmation later
9. **Right Reserved** UCG reserves full rights to accept or reject any or all offers including the lowest without assigning any reason
10. **Application of official Secret Acts** All the matters connected with this enquiry and subsequent actions arising there from come within the scope of the official Secret Act, 1923. You are, therefore, requested to ensure complete secrecy regarding documents and stores concerned with the enquiry and to limit the number of your employees having access to this information
11. **Force Majeure** As per international law
12. **Subletting** Supplier is not allowed to sublet wholly or part of the contract to any other firm/company without prior permission of the Purchaser. Firm found in breach of this clause will be dealt with as per purchaser's right and discretion

Faithfully Yours

Procurement Officer
Underground Coal Gasification Project Thar
C/O Manager,
National Bank of Pakistan,
Islamkot Branch, Islamkot
Tharparkar Sindh
Ph: # 0232-923008 Cell # 0342-1220408
Email: poucgthar@gmail.com

[Handwritten signature]

TECHNICAL PARAMETER

1. Technical Specifications

- a) The store / equipment should conform to specification/service requirements and technical data/drawing (if applicable). Offer not conforming to required specifications will be rejected. The supplier shall further undertake to provide all the contracted stores/goods as per the specifications
- b) All stores / items / goods delivered would be brand new, from current production, conforming to purchaser specifications, quality certification/inspection documents to the purchaser confirming the quality of the product being supplied under this contract. Stores must bear the manufacturer's identification marking/monogram

2. Inspection / Testing of Store Inspection / testing will be carried out by the concerned inspecting team / inspector as detailed by the technical authority of respective service on behalf of the purchaser in accordance with the laid down acceptance criteria

3. Change in Specification / Manufacturer / Model No alteration in make / brand and quality of stores will be entertained after the tender has been opened. Any change/improvement will require approval of tech authority/user.

4. Technical documentation All publication, catalogues and technical/operational manuals will be supplied free of cost by the supplier at the request of purchaser unless otherwise stated in the contract. The Supplier will provide one sets of following documents free of cost for technical scrutiny of the offer (as applicable): -

- a) Technical literature of each item.
- b) Manufacturer's Specifications/Technical Data/Drawing and packing details etc. of each item
- c) Acceptance test procedure/criteria of each item
- d) Country of origin of each item and port of shipment

SCHEDULE TO TENDER

Schedule "A"

1. I/T No. UCG/90-08-14
2. Time and Date of Tender Opening As per tender notice

Part-A

Sr. #	Items	Unit	Quantity	Amount
1	Sodium Bentonite	Ton	1500	
2	Sodium Carboxy Methyl Cellulose	Ton	30	
3	Carboxy Methyl Starch	Ton	30	
4	Annulus Flowing Improver (SD III)	Ton	30	

Total C&F Cost Rs. _____

Terms & Conditions of Payment:

- a. Through 100% irrevocable letter of credit at sight established through a first class Bank by the Supplier / Seller in favour of beneficiary.
- b. At the time of delivery of store, UCG will pay 90% payment of total contract value to supplier equivalent in Pak Ruppes with Exchange rate at the time of retirement of L/C on presenting bill and supporting documents in subject to retirement of L/C. However balance 10% value of the contract shall be released against the final acceptance certificate signed by the Buyer after successful installation / commissioning of equipment and relevant training of operational personnel of UCG.
- c. UCG will be responsible to provide all necessary supporting documents in subject to exemption of custom duties / taxes and clearance charges to the supplier. Furthermore at the time of delivery, UCG will pay all custom duties / taxes, clearance charges and transportation charges from port to buyer against presentation of bill and supporting documents.
- d. The supplier will also provide the copies of following documents:
 - i. Bill of Lading.
 - ii. Detailed invoice showing commodity description, quantities of each item, unit and total price.
 - iii. Packing list showing dimension, weight / volume of each box.
 - iv. Bill of Exchange.
 - v. Pre-shipment inspection certificate signed by the buyer.

Handwritten mark

Part-B

Sr. #	Items	Unit	Quantity	Amount
1	Soda Ash	Ton	60	
2	Caustic Soda	Ton	30	
3	Thread Dope	Ton	06	

Total FOR Rs. _____

Grand Total of Part-A & Part-B Rs. _____

Terms & Conditions of Payment:

- All payments will be released after delivery / inspection of consignment at site.
2% payment will be retained as performance Guarantee
All other terms & conditions will be as per contract agreement.

Special Instructions

- a) Date by which store can be delivered by the firm is to be specified
- b) Quotation will be submitted on FOR Basis UCG Site.
- c) Price will be mentioned separately both in figures and words

PART 1 - GENERAL TENDERING INSTRUCTIONS

- 1.1 The quotation shall be **strictly in accordance** with Underground Coal Gasification Project Thar Tender Document.
- 1.2 Actual order quantity of items / categories can be decreased or increased.
- 1.3 The quoted prices should be in **Pak. Rupees / US\$**; otherwise bid will automatically be rejected. Bidders have to quote their prices based on Underground Coal Gasification Project Thar Tender Document conditions.
- 1.4 Bid should officially be stamped by the bidder on all the pages of the received Tender Document.
- 1.5 An interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid;
- 1.6 Answers to questions seeking for clarification of technical matters will be sent to all Bidders without identifying the source of the query.
- 1.7 At any time prior to the deadline for the submission of Bids, Project may, for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, modify the Bidding Documents by amendment.
- 1.8 The amendment will be forwarded in writing to all Bidders and will be binding on them. In order to grant Bidders sufficient time to take the amendment into account, PROJECT may, at its discretion, extend the deadline for the submission of Bids.
- 1.9 Bid closing date is **20th August, 2014 at 1100 hours local Pakistani time**. Bids received after bid-closing date will be automatically rejected. Bids once submitted will have to stand valid during the validity period as stated in Para 6 of this General Tendering Instructions. Bidders are not allowed to modify or add anything to or to withdraw their Bid after Closing Date.
- 1.10 Bidder should indicate his **full acceptance of:**
 - Underground Coal Gasification Project Thar Pakistan's General Purchasing Terms
 - Standard Conditions of the Contract
 - Special Conditions of the Contract

Bidder's only possibility to put forward their exception requests/proposals to the Scope of Work and/or terms of the Contract is when signing their acceptance statement under "PART 4 FORMS FOR TENDER; technical ENVELOPE - PURCHASING TERMS" to enclose their exception requests/proposals. At no other place or time shall any of the Bidder's remarks and/or requests be acknowledged by Project



9

1.11 The bid package must consist of **TWO ENVELOP PROCEDURE**:

- a) Bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- b) Envelopes shall be marked as "**FINANCIAL PROPOSAL**" and "**TECHNICAL PROPOSAL**" in bold and legible letters to avoid confusion;
- c) Initially, only the envelope marked "**TECHNICAL PROPOSAL**" shall be opened;
- d) Envelopes marked as "**FINANCIAL PROPOSAL**" shall be retained in the custody of the procuring agency without being opened;
- e) Procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
- f) No amendments in the technical proposal shall be permitted during the technical evaluation;
- g) Financial proposals of technically qualified bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance as in tender notice
- h) Financial proposals of bids found technically non-responsive shall be returned unopened to the respective bidders; and
- i) Bid found to be the lowest evaluated or best evaluated bid shall be accepted

Note

- i) The earnest money to be valid for 90 days from the bid closing date
- ii) Statement of acceptance of all tender terms of Underground coal gasification project Thar Pakistan.
- iii) A CD containing the contents of the **Technical & Financial Offer** in electronic form.
- iv) **No prices should** be shown in first envelope
- v) The evaluation of any company shall not be continued in case they fail to meet the criteria of the envelope requirements
- vi) **One offer** will only be accepted from each bidder
- vii) The quotation must be **valid** for at least 90 days after bid closing
- viii) In case bidder **does not want to participate**, he is advised to inform: Underground Coal Gasification Project Thar Pakistan by return mail referring to relevant Tender No. through letter which should be addressed to: -

1.12 In case Bidder is **interested to participate** in the referred Tender, it should send back by fax -the attached Acknowledgement Letter to the Project within a fortnight from the receipt of the Tender Document.

1.13 Each envelope should **be clearly marked** with the bidder's company name.

- 1.14 In the first envelope the **mailing address and telex and / or fax number** of the bidder should be clearly seen.
- 1.15 Services offered must be clearly stated and availability of each service must be mentioned keeping in view our schedule stated under Introduction above. This information should be clearly stated and documented in the Technical Offer envelope.
- 1.16 Bidder must submit in "**FINANCIAL**" envelope the earnest money. This **earnest money (in the shape of bank draft / pay order)** must be equal to **1%** of total value of work.
- 1.17 The earnest money **shall be returned** to its owner if his bid is rejected or the bidder is not awarded the Contract. The earnest money must be valid for three months (90 days) after receiving of bid.

PART 2 - ADDITIONAL TENDERING INSTRUCTIONS

- 2.1 The equipment specifications contained in Schedule represent the **minimum requirement** which UCG Project Thar considers necessary to accomplish concerned job.
- 2.2 All items listed in Schedule and later on should be addressed in the **same order and detail** as specified.
- 2.3 If additional information or details are needed, please contact:

Mr. Muhammad Shamim Bhatti
Underground Coal Gasification Project Thar
Ph: # 092-232-923007
Cell # 0300-8541449
ucgthar@gmail.com

Note: Every request should have a "subject" line that clearly indicates the tender reference number.

PART 3 - GENERAL PURCHASING TERMS

- 3.1 **Payment Terms:** Within 30 days after the receipt of invoices against work done.
- 3.2 **Delay Penalty:** As per clause 15 of the contract.
- 3.3 PROJECT reserves the right to accept other than the lowest Bid, **to split the Contract between multiple CONTRACTORS** and to accept or reject any Bid in whole or in part, or to reject all Bids **with or without notice or reasons**, and if no Bids are accepted, to abandon the work or to have the work performed in such manner as the issuer may elect. in this later case all Bids received will be sent back as received to the Bidders.
- 3.4 PROJECT shall not be liable for any costs and / or expenses incurred by the Bidder in the preparation and delivery of the Tender.
- 3.5 The Tender, any supporting documentation and the Contract shall be in the English language.
- 3.6 **Pricing:** PROJECT shall make no advance payment to the successful Bidder. Import Duties of whatsoever nature in respect of the execution of the Contract together with all other taxes, etc., of whatsoever nature shall be paid by the successful Bidder and the prices quoted shall include such costs. PROJECT will accept no liability for the Bidder's failure to include all taxes, duties and the like in its bid.
- 3.7 Project will negotiate the exceptions if any with the bidders before finalizing the evaluation, the outcome of which will have the impact on the ranking of the bidders.
- 3.8 Delivery period must not be more than three months (90 days) from the date of placement of firm order.
- 3.9 In case of a conflict in two clauses, the contents of General Tendering instructions will be final.



UNDERGROUND COAL GASIFICATION
PROJECT THAR



CONTRACT

UNDERGROUND COAL GASIFICATION THAR PROJECT

PROCUREMENT DIVISION

CONTRACT No. _____ Dated _____, 2014

An agreement made on the ____ day of _____ Two thousand and fourteen between the UGC (hereinafter called the 'PURCHASER') of the one part and Messrs _____ herein after called the "SUPPLIER" of the other part.

Whereby it is agreed that the Purchaser shall purchase and the Supplier shall sell the equipment described in the schedule at the price mentioned therein subject to the special conditions covered in the contract and the international law.

WARNING

Any information about the sale/purchase of the stores under this contract shall not be communicated to any person other than the manufacturer of the stores or to any press or agency not authorized by the Procurement Officer UGC Project Thar to receive it. The breach of the undertaking shall be punishable under the Official Secrets Act, 1923.

Signature

1. **Name of Project:** UNDERGROUND COAL GASIFICATION THAR PROJECT

2. **Description of Equipment:** As per Schedule attached at Schedule "A"

3. **Consignee:** UCG Thar

4. **Details of Item:**

Technical Specifications: Complete technical specifications of the items are attached at Schedule "A".

Details: Details of stores as per schedule "A".

5. **Total FOR Value:**

5.1 **PAK Rupees:** Rs. _____ (PKR _____)

6. **Terms of Payment:**

6.1 All payments will be released after delivery / inspection of consignment.

6.2 2% payment will be retained as performance guarantee.

6.3 Part payment is allowed.

7. **Time of Delivery:** _____

8. **Principal/ Manufacturer:** M/S _____

9. **Sole Distributors/ Agent:** M/s. _____

10. **Country of Origin:** _____

11. **Installation / Acceptance:** M/s. _____ shall arrange free installation of the equipment. The consignee shall provide electrical connections, switchboards, panels, electric wiring and other related services.

12. **Training:** The seller will provide free training to the staff of **UCG**.

13. **Operating Manual / Brochure:** Operation Manual, Maintenance Manual and Spare Parts List in English language shall be supplied with the equipment.

14. **Warranty / Guarantee:** As per Annex "A"

14.1 One Year from the date of installation of equipment.

- 14.2 The "Supplier" undertakes free after sales service for the entire warranty period from the date of installation of the equipment with free supply of parts.
- 14.3 On expiry of warranty period the "Supplier" undertakes to supply spare parts for ten (10) years on International market price on demand.
- 14.4 Firm will maintain a sizeable inventory of parts free of cost during warranty period for emergency repairs. (List will be provided by the supplier)
15. **Imposition of Liquidated Damages:** The supplier is liable to pay the stipulated liquidated damages for the period of delay @ 2% per month of the total value of the contract. This will be levied for the period exceeding the original delivery period subject to provision that the total liquidated damages thus levied will not exceed 10% of the contract value.
16. **Force Majeure:** The supplier does not undertake any responsibilities of delivery of stores according to delivery schedule in case of labour unrest, civil commotion, strike, riots, war act of God at the supplier / manufacturer end. This shall not include non-availability of raw material for the manufacture of stores or of export permit for the export of the contracted stores from the country of its origin.
17. **Packing / Marking Instructions:**
- 17.1 As per packing worthy of international standards so as to ensure that the consignment is free from loss or damage on arrival at the ultimate destination. Any loss occurred paid due to wrong marking, shall be made good by the supplier and all the expenses incurred by UCG as a result of wrong packing shall be recovered from the supplier.
- 17.2 In case of damage of stores due to improper packing, the supplier will be responsible for replacement of the equipment / stores, free of charge.
- 17.3 Packages will be marked as per following details:-
- Gross weight (KGs), dimensions and consignment number (Top side)
 - Consignee Name, name of destination, Numbering of Packages and Contract No and date.
18. **Inspection:** At consignee's end jointly by representative of M/s _____ and UCG
- 18.1 Inspecting Authority: Designated rep. of MD UCG
- 18.2 Place of Inspection: At premises of Manufacturer

Signature
UCG

19. **Short Shipment:** Short shipment, if any, will be the responsibility of the "Supplier".
20. **Performance / Bank Guarantee Clause:** To ensure timely and correct supply of stores, the firm will furnish 2 % of the total value of the contract unconditional Bank Guarantee immediately on the signing of the contract, endorsed in favour of **MD UCG** which will remain valid for One year from the date of installation.
21. **Modification / Amendments to Contract:** This contract may be modified / amended to include fresh clause (s) to the mutual agreement by the supplier and the purchaser. Such modification shall form an integral part of the contract.
22. **Insurance:**
- 22.1 The supplier will arrange Insurance cover of the equipment upto the consignee's end.
23. **Failure and Termination:** If the supplier fails to deliver the stores or any consignment within the period prescribed, then on the expiry of 30 days after such period the purchaser shall be entitled to take either of the following actions:-
- 23.1 To cancel the contract.
- 23.2 To purchase elsewhere store not delivered totally or partially at the risk and expense of the supplier. The supplier shall also be liable for any loss, which the purchaser may sustain on this account but shall not be entitled to any gain on re-purchase made against the contract.
24. **Purchaser's Right:** The purchaser reserves the right of deletion, addition and cancellation of the contract, in part or full without assigning any reason whatsoever and without financial repercussion on either side within 30 days after the issuance of contract. Such information will be passed to the seller by the purchaser through the fastest possible means i.e. Telephone, Fax, Telex, Cable, Telegram, E-mail etc.
25. **No Demand Certificate:** The supplier will submit 'NO DEMAND CERTIFICATE' on the completion of contract.
26. **Secrecy:** The foreign suppliers / contractors undertaking along-with the local firm / agent that any information about the sale / purchase of stores under their contract shall not be communicated to any person other than the manufacturers of stores who too shall maintain strict secrecy and under no circumstance any information shall be given to any

person or agency not authorised by MD UCG. The foreign supplier's contractors should note that the contract is governed by the laws of Pakistan.

27. **Arbitration:** The contracting parties shall endeavor to resolve all their difference / disputes if any arising out of this contract. The matter in dispute or difference shall be referred to the decision of the MD UCG. His decision thereon shall be final and binding on the parties. The venue of arbitration shall be the place to be notified by the arbitrator at his discretion.

[Handwritten signature]

28. **Undertaking**

28.1 M/s _____ when signed contract No. unconditionally guarantee the full and proper performance of this contract and hereby under take to accept all liabilities to compensate the "Purchaser" for Acts / Defaults of our Principals.

28.2 We undertake that manufacturing date of our products / stores will not be more than three months old by the date of delivery.

SIGNATURE

SUPPLIER

PURCHASER

M/S _____

M/S UCG Project Thar

Designation _____

Designation Managing Director

Name _____

Name Dr. Muhammad Shabbir
H.I, S.I

Date _____

Date _____

WARRANTY / GUARANTEE CERTIFICATE

**The Managing Director
UCC
Islamabad**

From: M/s _____

Order No. _____ dated _____

1. We hereby guarantee that the goods supplied against the above contract are in all respects in accordance with the relevant specifications and terms of the order and that material used whether or not of our manufacture are in accordance with the latest approved standards and are of good workmanship/quality. We shall replace free of cost every article or part thereof which before use or in use shall be found defective or not with in the limits and tolerance of specifications / requirements or in any way not in accordance with the terms of the tender.
2. In case of our failure to replace the defective stores free of cost with in the period specified by the purchaser, we will pay the relevant cost including all other expenses incurred by you.
3. The supplier also undertakes to make good the deficiency in supply, if any.
4. This warranty will remain valid for (12) twelve month after the date of commissioning/receipt of material. . One year additional maintenance will be provided free of cost. cost of parts for additional year will be borne by _____.

Signature: _____

Relationship with the firm: **Director**

Date and seal of the firm: _____

[Handwritten signature]
20