

# UNDERGROUND COAL GASIFICATION PROJECT THAR ENERGY DEPARTMENT, GOVERNMENT OF SINDH

Bhambneo Bheel, Islamkot, Tharparkar



No.UCG/Tender/95-11-2014

December 08, 2014

To, The Director,
Sind Public Procurement Regulatory Authority,
Karachi.

Subject: Publication of Bid Evaluation Report at SPPRA Web Site.

Reference our tender No. UCG/95-11-14, please find enclosed herewith documents for hoisting at SPPRA website.

Bid Evaluation Report (Original), Technical Evaluation Report and CST signed by members of Procurement Committee as per Notification No. SO (COORD)/C&EDD/5-8/2014 dated 15.09.2014. (Copy Attached).

Mr. Abdul Hamid President Chief Engineer (Purification) UCG

Mr. Ghulam Dastageer, Member Senior Engineer (Civil) UCG

Mr. Ali Akbar Junejo Member
District Accounts Officer Mithi

Mr.Ghulam Mustafa Bajeer Member Assistant Director, Site SCA Mithi

Mr. Aijaz Ali Shaikh Member Procurement Officer

2 Submitted for immediate consideration please.

(Aijaz Ali Shaikh) Procurement Officer

UCG Thar Project Site, C/O Manager,

National Bank of Pakistan

Islamkot.

Ph: 0232-923041/923008



### GOVERNMENT OF SINDH ENERGY DEPARTMENT

### NOTIFICATION

SO (COORD)/C&EDD/5-8/2014:- In pursuance of Rule 7 of the Sindh Public Procurement Rules 2010 the Govt, of Sindh is pleased to constitute following "Procurement Committee" for Underground Coal Gasification Project, Tharparkar, along with its ToRs, as per detail below:

| (i)   | Chief Engineer, UCG Thar Project, Islamkot.   | Chairman         |
|-------|---|------------------|
| (ii)  | Senior Engineer, UCG Thar Project, Islamkot.  | Member           |
| (iii) | In-charge Site, Sindh Coal Authority, Mithi or his representative.                    | Member           |
| (iv)  | Representative of Secretary, Finance Department i.e. District Account Officer, Mithi. | Member           |
| (v)   | Procurement Officer, UCG Project Thar, Islamkot.                                      | Member/Secretary |

#### Terms of Reference

Preparing Bid Documents.

Carrying out Technical & Financial Evaluation of the bids.

Preparing Evaluation Report as provided in Rule 45.

 Making recommendations for the award of contract to the competent authority.

Perform any other function ancillary and incidental to the above.

 The Committee may co-opt one or more non-member participation as per nature of item (s) tendered.

SECRETARY TO GOVERNMENT OF SINDH

### No.SO (COORD)/C&EDD/5-8/2014

Karachi, dated: September 15, 2014

### Copy forwarded for information to:

- 1. The ACS (Dev), P&D Deptt, Government of Sindh.
- 2. The Secretary, Finance Department, Sindh
- 3. The Managing Director, SPPRA, Karachi.
- 4. The Director General, Sindh Coal Authority.
- 5. The Managing Director, UCG Thar Projects, Islamabad.
- The Site In charge/ Director (UCG), UCG Thar Projects, Islamkot.
- 7. The Committee member (All)
- 8. The P.S. to Secretary, ED, Government of Sindh.
- 9. Related files (SPPRA & Project)

(SHARIQ RAZA) SECTION OFFICER (COORD)

### **BID EVALUATION REPORT**

| 01. Name of Procuring Agency: <u>UNDERGROUND COAL GASIFICATION PROJECT, THARPARKAR</u> .                         |
|--|
| 02. Tender Reference No:UCG/95-11-14   |
| 05. Tender Description/Name of Work/Item: Tender for Supply of Carbon Steel Pipe.                                |
| 04 .Method of Procurement: Open Tender above Rupees One Million  |
| 05. Tender Published: SPPRA Web Site Sr. 21346 Daily Dawn, Jang & Kawish, Dated: 12.11.2014.                     |
| Print & Electronic Media (SPPRA ID No &News papers names with dates)  02. Total Bid documents Sold: 15 (Fifteen) |
| 03. Total Bid documents Received: 07 (Seven)   |
| 04. Technical Bid Opening date:(if applicable) 03.12.2014 (Provide detail in separate form)                      |
| 05. No of Bid technically qualified (if applicable) 02 (Two)   |
| 06. Bid (s) Rejected: 05 (Five)  |
| 07. Financial Bid Opening Date: 03.12.2014   |

### 08. Bid Evaluation Report:

| S.<br>No | Name of Firm or<br>Bidder           | Cost Offered by<br>the Bidder<br>In Pak Rs. | Ranking<br>in terms<br>of Cost                       | Compariso<br>n with<br>estimated<br>cost | Reasons for acceptance/                                  | Remarks  |
|----------|-------------------------------------|---|--|--|--|--|
| 01.      | M/s T.M Anjarwala<br>& Sons Karachi | 4,952,000.00/-                              | 1 <sup>st</sup><br>Lowest in<br>items<br>Sr.5        | Nearest to<br>the<br>estimated<br>cost   | Accepted as a 1 <sup>st</sup><br>Lowest in items<br>Sr.5 | P.O may be approved/issued after hoisting on SPPRA website having total Cost Rs. 4,952,000.00/-in favor of M/s T.M Anjarwala & Sons Karachi. |
| 02.      | M/s Shujaddin &<br>Brothers Karachi | 2,330,700/-                                 | 1 <sup>st</sup><br>Lowest in<br>items sr.<br>1 to 4. | Nearest to<br>the<br>estimated<br>Cost   | Accepted as a 1 <sup>st</sup> in items sr. 1 to 4.       | P.O may be approved/issued after hoisting on SPPRA website having total Cost Rs. 2,330,700/- in favor of M/s Shujaddin & Brothers Karachi    |

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### Signature of Committee:

(Aijaz Ali Shaikl)
Procurement Officer
UCG ProjectThar

District Accounts Officer Mithi,

(Ghulam Mustafa Bajeer) Rep. of Incharge Site Sindh Coal Authority Mithi.

(Major (R) Muhammad Ilyas)
Principle Engineer (Mechanical)
UCG Project Than 3/12/14

Chief Engineer (Purification) UCG Project Thar.

President



## UNDERGROUND COAL GASIFICATION PROJECT THAR ENERGY DEPARTMENT, GOVERNMENT OF SINDH

Bhambneo Bheel, Islamkot, Tharparkar



# TECHNICAL EVALUATION REPORT TENDER # UCG/95-11-2014 SUPPLY OF CARBON STEEL PIPES

The Underground Coal Gasification Thar Project, Energy Department, Government of Sindh invited sealed tender from reputed suppliers / firms registered with income tax / sales tax department for "Supply of Carbon Steel Pipes" through tender notice published in the daily newspapers "Dawn, Jang, & Kawish" of November 12, 2014 as well as on SPPRA Website vide Sr. # 21805.

- 2. The tender documents were purchased by Fifteen suppliers / firms as per detail given below:
  - a) M/s Usman Enterprise Karachi.
  - b) M/s Saeed Sons Karachi.
  - c) M/s Crescent Steel & Allied Product Limited, Karachi.
  - d). M/s Bashir Pipe Industries (Pvt.) Ltd. Lahore.
  - e) M/s Indus Trading Co.
  - f) M/s International Industries Ltd. Karachi
  - g) M/s Victory Pipe Industries Pvt. Ltd., Islamabad.
  - h) M/s Multiple Equipments, Karachi.
  - i) M/s Jagani & Brothers, Mithi.
  - j) M/s Petroflo Trading Company, Islamabad.
  - k) M/s Shujauddin & Brothers, Karachi.
  - l) M/s AMS Steel, Karachi.
  - m) M/s Akbar Tube Industries/Sufi Steel, Lahore.
  - n) M/s P.C Chawla .co Hyderabad.
  - o) M/s T.M Anjarwala & Sons, Karachi.

3.Out of the above mentioned suppliers / firms only **Seven** bidders have submitted their tender documents / bids as per following: -

- a) M/s Bashir Pipe Industries (Pvt.) Ltd. Lahore.
- b) M/s Victory Pipe Industries Pvt. Ltd., Islamabad.
- c) M/s T.M Anjarwala & Sons, Karachi.
- d) M/s Shujauddin & Brothers, Karachi.

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- e) M/s AMS Steel, Karachi.
- f) M/s Multiple Equipments, Karachi
- g) M/s Jagani & Brothers Mithi.

4. The Technical Evaluation of the Bids submitted by the firms has been carried out in the light of Specifications and Conditions laid down in the Tender Documents. The Evaluation Report is given as under:

### 1) M/s Bashir Pipe Industries (Pvt.) Ltd. Lahore.

M/s Bashir Pipe Industries (Pvt.) Ltd. Lahore has mentioned in the bid that the required pipe size is beyond the manufacturing capacity, of the manufacture; moreover supplier has not attached the copy of principle/Agency agreement. Bidder has mentioned anywhere regarding supply pipe dia 720mm spiral welded & fittings. Committee recommends the financial bid may not be opened.

### 2) M/s Victory Pipe Industries Pvt. Ltd., Islamabad.

M/s Victory Pipe Industries Pvt. Ltd., Islamabad did not meet the requirement of two envelope procedure, no technical envelope/ data attached, therefore financial bid may not be opened.

### 3) M/s T.M Anjarwala & Sons, Karachi.

M/s T.M Anjarwala & Sons, Karachi is technically accepted as the product procedure and principle manufacture details are attached. The detail specifications are completely matched as per tender documents. Therefore financial bid may please be opened.

#### 4) M/s Shujauddin & Brothers, Karachi.

M/s Shujauddin & Brothers, Karachi is technically accepted, the detail specification are completely matched as per tender documents. Therefore financial bid may please be opened.

### 5) M/s AMS Steel, Karachi

M/s AMS Steel, Karachi is technically found incomplete, detail size was not found, Broachers not found, copy of registration certificate not attached. Therefore financial bid may not be opened.

### 6) M/s Multiple Equipments, Karachi.

M/s Multiple Equipments, Karachi is technically found incomplete, is the resigned documents are not attached with the offer, principle supplier is not mentioned. Tender copy duly signed is not attached. Technical specification does not match with the tender requirements. Therefore financial bid may not be opened.

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### 7) M/s Jagani & Brothers Mithi

M/s Jagani & Brothers Mithi is technically found incomplete, principle/ agency certificate not attached. Broachers/ Technical details in support of specification not attached. Copy of income tax registration not attached. Committee opinion financial bid may not be opened.

(Aijaz Ali Shanch) Procurement Officer

(Ali Kkear Junejo) Representative of (Ghulam Mustafa Bájeer) Representative of Incharge Site

UCG Project Thar

Secretary Finance District Account Officer,

Sindh Coal Authority, Mithi

Mithi

(Major(R) Muhammad Ilyas)

Principle Engineer UCG Project Than (Abdul Hamid)
Chief Engineer
(Purification)

UCG Project Thar

|       | 100  | MPARA. | TIVE ST         | COMPARATIVE STATEMENT |                                  |             |                                 |
|-------|--|--------|-----------------|-----------------------|----------------------------------|-------------|---------------------------------|
|       | Tender No. UCG/95-11-14<br>Tender Opening Date is 03.12.2014                                 | Ŧ      |                 | M/s Shujaddin &       | M/s Shujaddin & Brothers Karachi | M/s T.M.Anj | M/s T.M.Anjarwal & Sons Karachi |
| S. No | Description  | Unit   | Qty<br>Required | Unit Price            | Total<br>Price                   | Unit Price  | Total<br>Price                  |
| Υ-    | CS Pipe Ø720 mm, Spiral welded,<br>Wall Thickness: 5mm conforming to ASTM A-106<br>Standard. | Meter  | 140             | 13,755.00.            | 1,925,700.00                     | 13,853.00   | 1,939,420.00                    |
| 2     | CS Elbow 90° O 720 Long Radius, Thickness 5mm, SA-106, B-16-9                                | Nos    | 9               | 53,500.00             | 321,000.00                       | 95,940.00   | 575,640.00                      |
| ന     | CS Flange Ø 720 mm, Slip on, RF, Cl-150(PN-10)   | Nos    | 33              | 19,750.00             | 59,250.00                        | 40,953.00   | 122,859.00                      |
| 4     | CS Blind Flange Ø 720mm,CI-150(PN-10)  | Nos    | ţ-m             | 24,750.00             | 24,750.00                        | 52,553.00   | 52,553.00                       |
| 5     | CS Pipe 10'' Ø (ERW,Sch-20, (Thickness6.36 mm) BE,Confirming to ASTM A-106 Standard.         | Meter  | 1000            | 6,200.00              | 6,200,000.00                     | 4,952.00    | 4,952,000.00                    |
|       | Total  |        |                 |                       | 8,530,700.00                     |             | 7,642,472.00                    |
|       | 17 % GST   |        |                 |                       | Inclusive                        |             | Inclusive                       |
|       | G. Total   |        |                 |                       | 8,530,700.00/-                   |             | 7,642,472.00/-                  |

Remarks: a) M/s Shujaddin & Brothers Karachi is lowest in items sr.1 to 4.

b) M/s T.M Anjarwal & Sons Karachi is lowest in item sr. 5.

Ali Akbar Junijo

Aijaz Alf Shailyn Procurement Office UCG Project Thar

Repsentative of Secretary Finanace Dist.Accounts Officer Mithi

Ghulam Mustafa Bajeer Assistant Director (SCA) Mithi

M. Sing

Abdul Hamid
Chief Engineer(Purification)
UCG Project Thar
President

Principle Engineer (Mechanical) UCG Project Thar  $3/(\mathcal{N}_{\mathcal{M}})$  (U

Major (R) Muhammad Hyds



## UNDERGROUND COAL GASIFICATION PROJECT THAR



### **Tender Document**

For Supply of Carbon Steel Pipes Islamkot, District Mithi, Sindh

**Tender No: UCG/95-11-14** 



| <br> | <br> |  |
|------|------|--|
|      |      |  |
| <br> |      |  |
|      |      |  |

### **Invitation to Tender and General Instructions.**

### **Dear Sir**

M/s

I invite you to tender for the supply of "Carbon Steel Pipes" in accordance with the description of items at Appendix "A".

#### 2. **Delivery of Tender: -**

- Quotation must be completed in all respect, please attach brochures where a) necessary
  - b) Earnest money equivalent to 2% 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: # 0232-923008 Cell # 0342-1220408

Email: poucgthar@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 Bhanbneo 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
- 5. All goods / stores / offered would be brand new from current Warrantv 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. **<u>Disqualification</u>** Offers are liable to be rejected if:
  - a) 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) Validity of the agency agreement is expired.
  - f) 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. <u>Application of official Secret Acts</u> 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



### 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. <u>Inspection / Testing of Store</u> 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. <u>Change in Specification / Manufacturer / Model</u> No alteration in make/brand and quality of stores will be entertained after the tender has been opened. Any change/improvement will requires approval of tech authority/user.
- 4. <u>Technical documentation</u> 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

### I/T No.

### UCG/95-11-14

- 1. Time and Date of Technical Bid Opening
- at 1500 hrs on 03-12-2014 at 1600 hrs on 03-12-2014
- 2. Time and Date of Financial Bid Opening

### **CS PIPES**

| Sr.<br># | Description of Stores   | Qty.          | Price per<br>unit F.O.R | Total Price<br>F.O.R. |
|----------|---|---------------|-------------------------|-----------------------|
| 1        | CS Pipe Ø720 mm, Spiral welded,<br>Wall Thickness: 5mm conforming to ASTM A-106       | 140<br>Meter  |                         |                       |
| 2        | Standard.  CS Elbow 90° Long Radius, Thickness 5mm, SA-106, B-16-9                    | 06<br>Nos     |                         |                       |
| 3        | CS Flange Ø 720 mm,<br>Slip on, RF, Cl-150(PN-10)                                     | 03<br>Nos     |                         |                       |
| 4        | CS Blind Flange Ø 720mm,<br>Cl-150(PN-10)   | 01<br>Nos     |                         |                       |
| 05       | CS Pipe 10" Ø (ERW, Sch-20, (Thickness6.36 mm) BE, Confirming to ASTM A-106 Standard. | 1000<br>Meter |                         |                       |

| <b>Grand Total FOR</b> | Cost (Inclusive of all app | olicable taxes) Rs. | • |
|------------------------|----------------------------|---------------------|---|
|                        |                            |                     |   |

### **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.
- d) Items to be supplied must be new with material certificate.



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### 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**; otherwise bid will automatically be rejected. Bidders have to quote their prices based on Underground Coal Gasification Project Thar Tender Document conditions.
- 1.4 Bids should officially be stamped by the bidder on all the pages of the 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 3<sup>rd</sup> November 2014 at 1400 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

- 1.11 The bid package must consist of **TWO ENVELOP PROCEDURE:** 
  - a) Bid shall comprise a single package containing two separate envelopes. Each envelop 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 un-opened to the respective bidders; and
- i) Bid found to 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: -
- In case Bidder is **interested to participate** in the referred Tender, he should send back by fax letter to the Project at the earliest on receipt of the Tender Document.
- 1.13 Each envelope should **be clearly marked** with the bidder's company name.
- 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 2% of total value of work.
- 1.17 The earnest money **shall be returned** to its owner if his bid is rejected or the bidder has 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.
- 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:

Major (R) Muhammad Ilyas Principal Engineer (Mech) Underground Coal Gasification Project Thar Tel: # 92-232-923007 Cell # 0346-3380168

<u>Note</u>: 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 11 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 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 AGREEMENT**

### **PROCUREMENT DIVISION**

| An agreement made on the day of November Two Thousand and Fourter Between the UCG (hereinafter called the 'PURCHASER') of the one part and M. |      |
|---|------|
| herein after called the "SUPPLIER" of the other part.   | 1,0  |
| Whereby it is agreed that the Purchaser shall purchase and the Supplier shall sell to   | the  |
| equipment described in the schedule at the price mentioned therein subject to the spec  | cial |
| 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 UCG to receive it. The breach of the undertaking shall be punishable under the Official Secrets Act, 1923.

| 1.       | Name of Project: UN                                   | DERGROUND COAL GASIFICATION THARPROJECT  |
|----------|---|--|
| 2.       | Description of Equipmen                               | As per Schedule attached at Appendix "A"   |
| 3.       | Consignee:  | UCG ISLAMKOT   |
| 4.       | Details of Item:                                      |  |
| <u>1</u> | Cechnical Specifications: Com                         | aplete technical specifications of the items are at Appendix "A".  |
| 5.       | <b>Total FOR Value:</b>                               |  |
|          | 5.1 PAK Rupees: Rs.                                   | (PKR)  |
| 6.       | Terms of Payment:                                     |  |
|          | <b>6.1</b> All payments will                          | be released after delivery / inspection of consignment.  |
|          | <b>6.2</b> 2% payment will b                          | pe retained as performance guarantee.  |
| 7.       | Time of Delivery:                                     |  |
| 8.       | Principal/ Manufacturer                               | <b>:</b>   |
| 9.       | Sole Distributors/ Agent                              | : M/s  |
| 10.      | . Country of Origin:                                  |  |
| 11.      | liquidated damages for the value of the un-supplied q | ed Damages: The supplier is liable to pay the stipulated be period of delay @ 2% per month but not less than 2% of the quantity of the stores. This will be levied for the period exceeding eriod subject to provision that the total liquidated damages thus % of the contract value. |

**12. 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.

### 13. Packing/Marking Instructions:

- 13.1 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 <u>UCG</u> as a result of wrong packing shall be recovered from the supplier.
- 13.2 In case of damage of stores due to improper packing, the supplier will be responsible for replacement of the equipment/stores, free of charge.
- 13.3 Packages will be marked as per following details:
  - a. Gross weight (KGs), dimensions and consignment number (Top side)
  - b. Consignee Name, name of destination, Numbering of Packages and Contract No and date.

| 14. | Inspe | ction: | At consignee's end jointly by representative of and M/s and UCC |                           |  |
|-----|-------|--------|---|---------------------------|--|
|     |       |        | cting Authority:<br>of Inspection:                              | Designated rep. of MD UCG |  |

- **15. Short Shipment:** Short shipment, if any, will be the responsibility of the "Supplier".
- 16. **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 contact, endorsed in favour of **MD UCG** which will remain valid for One year from the date of installation.
- 17. 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.

#### 18. Insurance:

- **18.1** The supplier will arrange Insurance cover of the equipment upto the consignee's end.
- **19. 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:-
  - **19.1** To cancel the contract.
  - 19.2 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 repurchase made against the contract.

- **20. 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.
- 21. No Demand Certificate: The supplier will submit 'NO DEMAND CERTIFICATE' on the completion of contract.
- 22. 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 <u>UCG</u>. The foreign supplier's contractors should note that the contract is governed by the laws of Pakistan.
- **23. 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.

### 24. <u>Undertaking</u>

**SUPPLIER** 

- 24.1 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.
- **24.2** We undertake that manufacturing date of our products / stores will not be more than three months old by the date of delivery.

### **SIGNATURE**

| M/S         | M/S UCG Project Thar               |
|-------------|------------------------------------|
| Designation | Designation Managing Director      |
| Name        | Name Dr. Muhammad Shabbir H.I, S.I |
| Date        | ,                                  |



**PURCHASER** 

### WARRANTY/GUARANTEE CERTIFICATE

| The I<br>UCG                       | Managing Director   |
|------------------------------------|---|
| Islam                              | abad  |
| From                               | :M/s  |
| Ordei                              | Nodated   |
| 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 within the limits and tolerance of specifications / requirements or in any way not in accordance with the terms of the tender. |
| <ol> <li>3.</li> <li>4.</li> </ol> | 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.  The supplier also undertakes to make good the deficiency in supply, if any.  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   |
| Signa                              | nture:  |
| Relat                              | cionship with the firm: Director  |

Date and seal of the firm:



# UNDERGROUND COAL GASIFICATION PROJECT THAR ENERGY DEPARTMENT, GOVERNMENT OF SINDH

Bhambneo Bheel, Islamkot, Tharparkar



No.UCG/Tender/96-11-2014

December 08, 2014

To, The Director,
Sind Public Procurement Regulatory Authority,
Karachi.

Subject: Publication of Bid Evaluation Report at SPPRA Web Site.

Reference our tender No. UCG/96-11-14, please find enclosed herewith documents for hoisting at SPPRA website.

 Bid Evaluation Report (Original), Technical Evaluation Report and CST signed by members of Procurement Committee as per Notification No. SO (COORD)/C&EDD/5-8/2014 dated 15.09.2014. (Copy Attached).

Mr. Abdul Hamid President Chief Engineer (Purification) UCG

Mr. Ghulam Dastageer, Senior Engineer (Civil) UCG Member

Mr. Ali Akbar Junejo District Accounts Officer Mithi Member

Mr.Ghulam Mustafa Bajeer Assistant Director, Site SCA Mithi Member

Mr. Aijaz Ali Shaikh Procurement Officer Member

2 Submitted for immediate consideration please.

(Aijaz Ali Shaikh)

Procurement Officer

UCG Thar Project Site,

C/O Manager,

National Bank of Pakistan

Islamkot.

Ph: 0232-923041/923008



### GOVERNMENT OF SINDH ENERGY DEPARTMENT

### NOTIFICATION

SO (COORD)/C&EDD/5-8/2014:- In pursuance of Rule 7 of the Sindh Public Procurement Rules 2010 the Govt. of Sindh is pleased to constitute following "Procurement Committee" for Underground Coal Gasification Project, Tharparkar, along with its ToRs, as per detail below:

| (i)   | Chief Engineer, UCG Thar Project, Islamkot.   | Chairman         |
|-------|---|------------------|
| (ii)  | Senior Engineer, UCG Thar Project, Islamkot.  | Member           |
| (iii) | In-charge Site, Sindh Coal Authority, Mithi or his representative.                    | Member           |
| (iv)  | Representative of Secretary, Finance Department i.e. District Account Officer, Mithi. | Member           |
| (V)   | Procurement Officer, UCG Project Thar, Islamkot.                                      | Member/Secretary |

### Terms of Reference

- Preparing Bid Documents.
- Carrying out Technical & Financial Evaluation of the bids.
- Preparing Evaluation Report as provided in Rule 45.
- Making recommendations for the award of contract to the competent authority.
- Perform any other function ancillary and incidental to the above.
- The Committee may co-opt one or more non-member participation as per nature of item (s) tendered.

SECRETARY TO GOVERNMENT OF SINDH

Karachi, dated: September 15, 2014

### No.SO (COORD)/C&EDD/5-8/2014

Copy forwarded for information to:

- 1. The ACS (Dev), P&D Deptt, Government of Sindh.
- 2. The Secretary, Finance Department, Sindh
- 3. The Managing Director, SPPRA, Karachi.
- 4. The Director General, Sindh Coal Authority.
- 5. The Managing Director, UCG Thar Projects, Islamabad.
- The Site In charge/ Director (UCG), UCG Thar Projects, Islamkot.
- 7. The Committee member (All)
- 8. The P.S. to Secretary, ED, Government of Sindh.
- 9. Related files (SPPRA & Project)

(SHARIQ RAZA) SECTION OFFICER (COORD)

### **BID EVALUATION REPORT**

| 01. | Name of Procuring Agency: <u>UNDERGROUND</u>                         | COAL GASIFICA      | TION PROJECT, THARPARKAR.  |
|-----|--|--------------------|--|
| 02. | Tender Reference No: UCG/96-11-                                      | -14                | Active and the second s |
| 04. | Tender Description/Name of Work/Item: <u>Te</u>                      | ender for Supply   | of Earthing Material.  |
| 04  | .Method of Procurement: Open Tender abo                              | ove Rupees One     | Million  |
| 05. | Tender Published: SPPRA Web Site Sr. 21346 E                         | Daily Dawn, Jang & | Kawish, Dated: 12.11.2014.   |
| 13. | Print & Electronic Media (SPPRA ID No &New Total Bid documents Sold: |                    |  |
| 14. | Total Bid documents Received:  | 03 (Three)         |  |
| 15. | Technical Bid Opening date:(if applicable)                           | 02.12.2014         | (Provide detail in separate form)  |
| 16. | No of Bid technically qualified (if applicable)                      |                    | 03 (Three)   |
| 17. | Bid (s) Rejected:  | Nil                |  |
| 10  | Financial Rid Opening Datas  | 02 12 2014         |  |

### 19. Bid Evaluation Report:

| S.<br>No | Name of Firm or<br>Bidder                            | Cost Offered by<br>the Bidder<br>In Pak Rs. | Ranking<br>in terms<br>of Cost | Comparison<br>with<br>estimated<br>cost | Reasons for<br>acceptance/<br>Rejection | Remarks   |
|----------|--|---|--------------------------------|---|---|---|
| 01.      | M/s Jagani &<br>Brothers, Mithi                      | 4,303,260/-                                 | 1 <sup>st</sup><br>Lowest      | Nearest to<br>the<br>estimated<br>cost  | Accepted as a 1 <sup>st</sup><br>Lowest | P.O may be approved/issued after hoisting on SPPRA website having total Cost Rs. 4,303,260/- in favor of M/s Jagani & Brothers, Mithi |
| 02.      | M/s Multiple<br>Equipments,<br>Karachi.              | 6,056,417/-                                 | 2 <sup>nd</sup><br>Lowest      | Nearest to<br>the<br>estimated<br>Cost  | Accepted as a 2 <sup>nd</sup><br>Lowest | -   |
| 03.      | M/s International<br>Fabrication<br>Company, Lahore. | 7,940,575/-                                 | 3 <sup>rd</sup><br>Lowest      | Above to<br>the<br>estimated<br>Cost    | Accepted as a 3 <sup>rd</sup><br>Lowest |   |

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### Signature of Committee:

Procurement Officer UCG ProjectThar

(Ali Akbar Junejo)

District Accounts Officer

Mithi,

(Ghulam Mustafa Bajeer) Rep. of Incharge Site Sindh Coal Authority Mithi.

(Major (R) Muhammad Ilyas)
Principle Engineer (Mechanical)
UCG Project Thar (2/12/2014)

(Abdul Hamid)

Chief Engineer (Purification) UCG Project Thar. President



#### UNDERGROUND COAL GASIFICATION PROJECT THAR ENERGY DEPARTMENT, GOVERNMENT OF SINDH Bhambneo Bheel, Islamkot, Tharparkar



# TECHNICAL EVALUATION REPORT TENDER # UCG/96-11-2014 Supply of Earthing Material

The Underground Coal Gasification Thar Project, Energy Department, Government of Sindh invited sealed tender from reputed suppliers / firms registered with income tax / sales tax department for "Supply of Earthing Material" through tender notice published in the daily newspapers "Dawn, Jang, & Kawish" of November 12, 2014 as well as on SPPRA Website vide Sr. # 21805.

- 2. The tender documents were purchased by Nine suppliers / firms as per detail given below:
  - a) Power & Telecon Engineering (Pvt) Ltd, Karachi.
  - b) M/s Good Engineering, Islamabad.
  - c) M/s Petroflo Trading Company Islamabad
  - d) M/s Pc Chawla .co, Hyderabad.
  - e) M/s Consumers Electric Corporation (Pvt)Ltd Karachi.
  - f) M/s International Fabrication Company, Lahore.
  - g) M/s Adil Saeed, Comco Commercial DHA, Lahore.
  - h) M/s Multiple Equipments, Karachi.
  - i) M/s Jagani & Brothers, Mithi.
- 3.Out of the above mentioned suppliers / firms only **Three** bidders have submitted their tender documents / bids as per following:
  - a) M/s Multiple Equipments Karachi.
  - b) M/s Jagani & Brothers Mithi.
  - c) M/s International Fabrication Company Lahore.
- 4. The Technical Evaluation of the Bids submitted by the firms has been carried out in the light of Specifications and Conditions laid down in the Tender Documents. The Evaluation Report is given as under:

### 1) M/s Multiple Equipments, Karachi.

M/s Multiple Equipments Karachi bid is technically accepted. The detail specifications are completely matched as per tender documents. Therefore financial bid may please be

opened.

MIL

### 2) M/S Jagani & Brothers Mithi.

M/s Jagani & Brothers, Mithi is technically qualified as per tender documents. Therefore financial bid may please be opened.

### 3) M/s International Fabrication Company Lahore.

M/s International Fabrication Company Lahore is technically accepted, the detail specifications are completely matched as per tender documents. Therefore financial bid may please be opened

(Aijaz Ali Shaikh)

Procurement Officer

UCG Project Thar

Alf Akbar Junejo)
Representative of
Secretary Finance

District Account Officer, Mithi

(Major(R) Muhammad Ilyas)

Principle Engineer UCG Project Than 41414

(Ghulam Mustafa Bajeer) Representative of Incharge Site

Sindh Coal Authority, Mithi

(Abdul Hamid)
Chief Engineer
(Purification)

UCG Project Than

|       |   |                | COMP            | COMPARATIVE | STATEMENT                      | H               |                                    |                        |   |
|-------|---|----------------|-----------------|-------------|--------------------------------|-----------------|------------------------------------|------------------------|---|
|       | Tender No. UCG/96-11-14<br>Tender Opening Date is 02.12.2014  | . 4            |                 | M/s Jaga    | M/s Jagani & Brothers<br>Mithi | M/s Multip<br>K | M/s Multiple Equipments<br>Karachi | M/s Internati<br>Compa | M/s International Fabrication<br>Company Lahore |
| S. No | Description   | Unit           | Qty<br>Required | Unit Price  | Total<br>Price                 | Unit Price      | Total<br>Price                     | Unit Price             | Total<br>Price                                  |
| -     | Electrolytic Copper Earth Plate minimum 90% pure copper of Size 2' * 2' * 1/4" [with 4 holes for 120 sqmm connection]   | o<br>S         | 94              | 21,700.00   | 1,388,800.00                   | 32,000.00       | 2,048,000.00                       | 35,904.00              | 2,297,856.00                                    |
| 7     | Earth connection plate (ECP) minimum 90 % pure copper of Size 1" wide,3/8". Thick, and 8" length High conductivity Tinned copper Bar with six holes (M.8 dia) | N N            | 49              | 700.00      | 44,800.00                      | 1,420.00        | 90,880.00                          | 787.00                 | 50,368.00                                       |
| m     | Cable Lugs (70 Sqmm)  | No             | 512             | 100.00      | 51,200.00                      | 120.00          | 61,440.00                          | 130.00                 | 66,560.00                                       |
| 4     | Cable Lugs (120 Sqmm)   | o <sub>N</sub> | 128             | 150.00      | 19,200.00                      | 185.00          | 23,680.00                          | 268.00                 | 34,304.00                                       |
| 2     | Nut, Bolt with Flat and Spring Washer of for 120 sqmm Lugs.   | o<br>N         | 64              | 130.00      | 8,320.00                       | 110.00          | 7,040.00                           | 150.00                 | 9,600.00  |
| 9     | Insulator of Size (41mm Length x 39mm dia)  | N <sub>o</sub> | 128             | 250.00      | 32,000.00                      | 195.00          | 24,960.00                          | 115.00                 | 14,720.00                                       |
| 7     | Bolt (Hex head) of 1/2" Dia,3-1/2" long steel galvanised, Nut (Hex haed), Plain washer  | °N             | 128             | 80.00       | 10,240.00                      | 120.00          | 15,360.00                          | 67.00                  | 8,576.00  |
| ω     | G.I Pipe 2" Dia- IIL  | 10 Ft          | 64              | 2,200.00    | 140,800.00                     | 2,200.00        | 140,800.00                         | 3,490.00               | 223,360.00                                      |
| 6     | G.I Tee 2" - IIL  | No             | 64              | 300.00      | 19,200.00                      | 220.00          | 14,080.00                          | 388.00                 | 24,832.00                                       |
| 10    | G.I End Cape 2" - IIL   | No             | 64              | 350.00      | 22,400.00                      | 150.00          | 9,600.00                           | 528.00                 | 33,792.00                                       |
| 11    | Earthing powder (10 Kg)   | Bag            | 192             | 325.00      | 62,400.00                      | 1,000.00        | 192,000.00                         | 384.00                 | 73,728.00                                       |
| 12    | Copper Strip for lightening Size (50 mm x 5 mm)   | Meter          | 713             | 2,800.00    | 1,996,400.00                   | 2,200.00        | 1,568,600.00                       | 4,800.00               | 3,422,400.00                                    |
| S     | Mindia  |                | , June          | N.          |                                |                 | N. T. S. M. W.                     |                        |   |

Mille Shirt Stry

| 13 | Lightening Arrester Rod with 2' length copper (min 90% pure) along with base.                                       | Qty   | 15  | 8,500.00 | 127,500.00    | 17,999.00 |       | 269,985.00     | 38,400.00 | 576,000.00     |
|----|---|-------|-----|----------|---------------|-----------|-------|----------------|-----------|----------------|
| 41 | Supply of Stranded Copper Conductor 70 sq<br>mm manufactured by Pakistan Cables,<br>Pioneer Cables , Newage Cables. | Meter | 200 | 760.00   | 380,000.00    | 1,420.00  | 2     | 10,000.00      | 2,208.00  | 1,104,000.00   |
|    | Total   |       |     |          | 4,303,260.00  |           | 5,1   | 5,176,425.00   |           | 7,940,096.00   |
|    | 17 % GST  |       |     |          | 731,554.20    |           | ۵     | 879,992.25     |           | Inclusive      |
|    | G. Total  |       |     |          | 5,034,814.2/- |           | 6,056 | 6,056,417.25/- |           | 7,940,096.00/- |

Remarks:

Aijaz Ali Shaikh
Procurement Officer
UCG Project Thar

Alf Akbachaniya Repsentative of Secret

Finanace Dist. Accounts Officer Mithi

Ghulam Mustafa Bajeer Assistant Director (SCA)

Mithi

Abdul Hamid Chief Engineer(Purification) UCG Project Thar

President

Principle Engineer (Mechanical) UCG Project Thar 6 7 (2) 1014

Major (R) Muhammad Was



## UNDERGROUND COAL GASIFICATION PROJECT THAR



### **Tender Document**

For Supply of Earthing Material Islamkot, District Mithi, Sindh

**Tender No: UCG/96-11-14** 

| M/s |      |      |      |
|-----|------|------|------|
|     | <br> | <br> | <br> |
|     |      |      |      |
|     |      |      |      |

### **Invitation to Tender and General Instructions.**

#### **Dear Sir**

I invite you to tender for the supply of "Earthing Material" in accordance with the description of items at Appendix "A". Interested bidders may like to bid, however separate envelope package (separate Technical offer and Financial offer) must be submitted mentioning on the envelope e.g. "Technical Offer - Tender No.96-11-14 for Earthing Material" and "Financial Offer - Tender No.96-11-14 for Earthing Material".

### 2. **Delivery of Tender**: -

- a) Quotation must be completed in all respect, please attach brochures where necessary.
- b) Earnest money equivalent to 2% 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: # 0232-923008 Cell # 0342-1220408

Email: poucgthar@gmail.com

3. <u>Date and Time for receipt of tender</u>. 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 Bhambneo 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. <u>Term of Payment</u> Within thirty working days with the successful bidder after receipt of stores
- 5. <u>Warranty</u> All goods / stores / offered should be brand new from current production and will be governed as per warranty clause.



- 6. **<u>Validity of Offer</u>** The validity period of quotations must be indicated and should invariably be for ninety (90) days extendable to one hundred and twenty (120) 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 for technical evaluation of the bid: -
  - a) Valid Registration with tax authorities & Valid Manufacturing/ Dealership/
     Stockist/ Supplier Certificates;
  - b) A copy of letter from the Bank showing firm's financial capability
  - c) Income tax No. to be mentioned on the offer and copy of Registration Certificate issued by Sales Tax Department
  - d) Copy of original Principal/Agency Agreement
  - e) Technical literature, brochure, specifications and sample of the product.
  - f) List of similar assignments with cost (mention number of projects with their cost) under-taken over the last couple of years supplied to various departments;
  - g) Affidavit that firm has never been black listed;
  - h) Financial Statement (summary) and income tax returns;
- 8. **Disqualification** Offers are liable to be rejected if:
  - a) 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 equipment are not attached in support of specifications
  - d) Received later than appointed/fixed date and time
  - e) The validity of the agency agreement is expired
  - f) 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. <u>Application of official Secret Act</u> 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

### TECHNICAL PARAMETER

### 1. <u>Technical Specifications</u>

- 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. <u>Inspection / Testing of Store</u> 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. <u>Change in Specification / Manufacturer / Model</u> No alteration in make / brand and quality of stores will be entertained after the tender has been opened. Any change / improvement will requires approval of tech authority / user.
- 4. <u>Technical documentation</u> 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

July

5

### SCHEDULE TO TENDER

I/T # UCG/96-11-14

1. Time & Date of technical bid opening 1500 Hrs on 02 December 2014

2. Time & Date of financial bid opening 1600 Hrs on 02 December 2014

### **SUPPLY OF EARTHING MATERIAL**

| S.<br>No. | Ma           | terial Description/Specification   | Unit  | Qty | Unit<br>Price | Total<br>Price |
|-----------|--------------|--|-------|-----|---------------|----------------|
| 1         | Eart         | h Pit Material   |       |     |               |                |
|           | I            | Electrolytic Copper Earth Plate minimum 90% pure copper of Size 2' * 2' * 1/4" [with 4 holes for 120 sqmm connection]  | No    | 64  |               |                |
|           | II           | Earth connection plate (ECP) minimum 90 % pure copper of Size 1" wide,3/8" Thick, and 8" length High conductivity Tinned copper Bar with six holes (M.8 dia) | No    | 64  |               |                |
|           | III          | Cable Lugs (70 Sqmm)   | No    | 512 |               |                |
|           | IV           | Cable Lugs (120 Sqmm)  | No    | 128 |               |                |
|           | V            | Nut,Bolt with Flat and Spring Washer of for 120 sqmm Lugs.   | No    | 64  |               |                |
|           | VI           | Insulator of Size (41mm Length x 39mm dia)   | No    | 128 |               |                |
|           | VII          | Bolt (Hex head) of 1/2" Dia,3-<br>1/2" long steel galvanised, Nut<br>(Hex haed),Plain washer   | No    | 128 |               |                |
|           | VIII         | G.I Pipe 2" Dia- IIL   | 10 Ft | 64  |               |                |
|           | IX           | G.I Tee 2" - IIL   | No    | 64  |               |                |
|           | Χ            | G.I End Cape 2" - IIL  | No    | 64  |               |                |
|           | ΧI           | Earthing powder (10 Kg)  | Bag   | 192 |               |                |
| 2         | Copp<br>5 mr | per Strip for lightening Size (50 mm x n)  | Meter | 713 |               |                |
| 3         | _            | ening Arrester Rod with 2' length<br>per (min 90% pure) along with<br>e.   | Qty   | 15  |               |                |
| 4         | sq m         | oly of Stranded Copper Conductor 70 m manufactured by Pakistan es, Pioneer Cables, Newage Cables.  | Meter | 500 |               |                |

Grand Total FOR Cost (Inclusive of all applicable taxes) Rs.\_



### **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 Islamkot.
- c) Price will be mentioned separately both in figures and words.
- d) Items to be supplied must be new with material certificate.
- e) Copper should be 90% pure.
- f) Sample of copper may be provided with the bid along with its analysis report.
- g) Supplier/ stockist of Earthing Material only are allowed to quote and proof of supply is mandatory to various departments/ organizations.
- h) Supply should be strictly as per approved sample.

### 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**; otherwise bid will automatically be rejected. Bidders have to quote their prices based on Underground Coal Gasification Project Thar Tender Document conditions.
- 1.4 Bids should officially be stamped by the bidder on all the pages of the 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 **02 December 2014 at 1400 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



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

- a) Bid shall comprise a single package containing two separate envelopes; the financial proposal and the technical proposal;
- b) Envelopes shall be marked as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" in bold and legible letters to avoid confusion;
- c) Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened for each group;
- 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 un-opened to the respective bidders; and
- i) Bid found to 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: -
- In case Bidder is **interested to participate** in the referred Tender, he should send back by fax letter to the Project at the earliest on receipt of the Tender Document.
- 1.13 Each envelope should **be clearly marked** with the bidder's company name.
- 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 has 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.
- 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. Jahanzeb Khan Abro, Engineer (Electrical) Underground Coal Gasification Project Thar

Tel: # 92-232-923033 Cell # 92-346-6686568 E-mail: ucgthar@gmail.com

<u>Note</u>: Every request should have a "subject" line that clearly indicates the tender 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 11 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 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.

July



# UNDERGROUND COAL GASIFICATION PROJECT THAR



## **CONTRACT AGREEMENT**

### **PROCUREMENT DIVISION**

| CONTRACT No. "UCG /Dated, 2014  |  |  |  |
|---|--|--|--|
| An agreement made on the day of November Two Thousand and Fourteen.                       |  |  |  |
| Between the UCG (hereinafter called the 'PURCHASER') of the one part and M/S              |  |  |  |
| 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 UCG to receive it. The breach of the undertaking shall be punishable under the Official Secrets Act, 1923.

| 1.       | Name of Project:  | UNDERGROUND COAL GASIFICATION THARPROJECT   |
|----------|---|---|
| 2.       | Description of Equip  | ment: As per Schedule attached at Appendix "A"  |
| 3.       | Consignee:  | UCG ISLAMKOT  |
| 4.       | Details of Item:  |   |
| <u>T</u> | echnical Specifications: (  | Complete technical specifications of the items are at Appendix "A".   |
| 5.       | Total FOR Value:  |   |
|          | 5.1 PAK Rupees:   | _Rs(PKR)  |
| 6.       | Terms of Payment:   |   |
|          | <b>6.1</b> All payments v   | will be released after delivery / inspection of consignment.  |
|          | <b>6.2</b> 2% payment w   | vill be retained as performance guarantee.  |
| 7.       | Time of Delivery:   |   |
| 8.       | Principal/ Manufact   | urer:   |
| 9.       | Sole Distributors/ Ag   | gent: M/s   |
| 10.      | Country of Origin:  |   |
| 11.      | liquidated damages for value of the un-supplite to the original deliver | idated Damages: The supplier is liable to pay the stipulated or the period of delay @ 2% per month but not less than 1% of the ed quantity of the stores. This will be levied for the period exceeding by period subject to provision that the total liquidated damages thus 10% of the contract value. |

**12.** 

**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.

### 13. Packing/Marking Instructions:

- 13.1 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 <u>UCG</u> as a result of wrong packing shall be recovered from the supplier.
- 13.2 In case of damage of stores due to improper packing, the supplier will be responsible for replacement of the equipment/stores, free of charge.
- 13.3 Packages will be marked as per following details:
  - a. Gross weight (KGs), dimensions and consignment number (Top side)
  - b. Consignee Name, name of destination, Numbering of Packages and Contract No and date.
- 14. Inspection: At consignee's end jointly by representative of and M/s \_\_\_\_\_\_ and UCG
  14.1 Inspecting Authority: Designated rep. of MD UCG
  14.2 Place of Inspection:
- **15. Short Shipment:** Short shipment, if any, will be the responsibility of the "Supplier".
- **16. 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 contact, endorsed in favour of **MD UCG** which will remain valid for One year from the date of installation.
- 17. 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.
- 18. Insurance:
  - **18.1** The supplier will arrange Insurance cover of the equipment upto the consignee's end.
- **19. 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:-
  - **19.1** To cancel the contract.



- 19.2 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 repurchase made against the contract.
- 20. 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.
- 21. **No Demand Certificate: 'NO DEMAND** The supplier will submit **CERTIFICATE**' on the completion of contract.
- 22. The foreign suppliers / contractors undertaking along-with the local firm / **Secrecy:** 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.
- 23. **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.

#### 24. **Undertaking**

- when signed contract No. 24.1 M/sguarantee 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.
- 24.2 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<br>H.I, S.I |
| <b>Date</b> |                                       |
|             | Date                                  |

### WARRANTY/GUARANTEE CERTIFICATE

| The Managing Director UCG |   |  |  |  |
|---------------------------|---|--|--|--|
| Islam                     | nabad   |  |  |  |
| From                      | ı :M/s  |  |  |  |
| Orde                      | r Nodated   |  |  |  |
| 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 within 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.<br>4.                  | The supplier also undertakes to make good the deficiency in supply, if any.  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   |  |  |  |
| Signa                     | ature:  |  |  |  |
| Rela                      | tionship with the firm: Director  |  |  |  |
| Date                      | and seal of the firm:   |  |  |  |

