

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

1. Name of the Organization/Deptt	Sui Northern Gas Pipelines Ltd
2. Federal / Provincial Govt	Public Sector Organization
3. Title of Contract	C-1896/21
4. Tender Number	SNC-1843/21
5. Brief Description Of Contract	Gas Turbine Driven Compressor Package Refurbishment & Control System Up-gradation of Centaur T-47.
6. Tender Value	Rs. 687.33 Million (Approx)
7. Engineer's Estimated	Not applicable
8. Estimated Completion Period	5-6 Months FOB after receipt of operative L/c.
9. Whether The Procurement Was Included In Annual Procurement Plan	Yes
10. Advertisement :	Yes -(Proprietary)
a. PPRA website (Federal Agencies)	Yes
b. News Papers	Yes
11. Tender Opened On (Date & Time)	03.05.2021 at 1600 Hrs
12. Nature Of Purchase	International
13. Extension In Due Date (If any)	No.
14. Number of Tender Documents Sold	NIL
15. Whether qualification criteria was included in Bidding/Tender documents	Yes. Proprietary
16. Which Method Of Procurement Was Used	Tick one
a. Single Stage – One Envelope Procedure	<input checked="" type="checkbox"/>
b. Single Stage - Two Envelope Procedure	<input type="checkbox"/>
c. Two Stage Bidding Procedure	<input type="checkbox"/>
d. Two Stage – Two Envelope Bidding Procedure	<input type="checkbox"/>
17. Please specify if any other method of procurement was adopted with brief reasons (i.e. emergency, direct contracting, negotiated tendering etc.)	Yes(Proprietary) Direct contracting
18. Who is the approving authority	Managing Director
19. Whether approval of competent authority was obtained for using a method other than open competitive bidding	Yes.
20. Number Of Bids Received	01 (One)
21. Whether The Successful Bidder Was Lowest Bidder	N/A (Proprietary)
22. Whether Integrity Pact Was Signed	Yes [Copy Enclosed]

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ATTACHMENT - II

**PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)**

CONTRACT AWARD PROFORMA - II

1. Number of bidders present at the time of opening of bids	No.
2. Name and address of the successful bidder	M/s Solar Turbine International, 2200 Pacific Highway, San Diego, CA 92101, USA.
3. Ranking of successful bidder in evaluation report(i.e. 1st, 2nd, 3rd evaluated bid)	N/A. (Proprietary)
4. Need analysis (why the procurement was necessary?)	Control System Upgradation of Centaur T-47 Compressor Package at Compressor Station AC1-X Bhong.
5. In case extension was made in response time, what were the reasons (briefly describe)	N/A.
6. Whether names of the bidders and their prices was read out at the time of opening of bids	N/A.(Proprietary)
7. Date of contract signing	14.10.2021 [Contract Attached]
8. Contract award price	US\$ 4,390,460.00 (FOB)
9. Whether copy of evaluation report given to all bidders	N/A. (Proprietary)
10. Any deviation from specifications given in the tender notice/documents	No.
11. Any complaints received	No.
12. Deviation from qualification criteria	No.
13. Special conditions, if any	No.


SHAHZAD RIZWAN SHAMSI
DY.CHIEF OFFICER (PROCUREMENT)



SUI NORTHERN GAS PIPELINES LIMITED

Purchase Order No. C-1896/21

Dated: 11-10-2021

14/10/2021

M/s Solar Turbines International Company,
2200 Pacific Highway,
San Diego, CA 92101,
USA

SUB: GAS TURBINE DRIVEN COMPRESSOR PACKAGE REFURBISHMENT & CONTROL SYSTEM UP-GRADATION OF CENTAUR T-47

Reference: Your quotation No. DU16-02237 Rev:C dated April 28th, 2021 in response to our tender enquiry No. SNC-1843/21, your emails dated 19-06-2021, 29-07-2021, 06-08-2021, 15-09-2021, 16-09-2021 & 11.10.2021 and others also refer.

Sir,

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

Sr. #	Description	Price US \$ (Ex-works)	
		Unit Price	Total Price
1	Base total Cost for package refurbishment & control system up-gradation of 05 packages		
1.1	Item # 32-51 (Table-1); Base Scope of Supply	704,913.00	3,524,565.00
1.2	Item # 52 (Table-2); AC Auxiliary Seal Oil Pump	14,192.53	70,962.65
1.3	Item # 55 (Table-2); Field Installation Consumables	44,701.27	223,506.35
1.4	Item # 56; Marshalling Junction Boxes	Included in item 55	Included in item 55
1.5	Item # 57 (Table-3); Pre / Post Pump	16,703.00	83,515.00
1.6	Item # 63 (Table-4); Interconnect: Ethernet Cable	17,399.00	86,995.00
1.7	Item # 65 (Table-5); Field Programming Unit (01 No.)	14,291.00	14,291.00
1.8	Item # 68 (Table-8); Commissioning Services	65,887.00	329,435.00
1.9	Item # 70 (Table-10); Customer witness Testing for FPC	Lump Sum	32,440.00
	Sub-Total (A)		4,365,710.00
	Special Discount		25,000.00
	Net Sub-Total (A)		4,340,710.00
2	Freight Scope for Project		
2.1	Item # 69 (Table-9); FOB Houston, Texas, USA	Lump Sum	49,750.00
	Sub-Total (B)		49,750.00
	Total Value (A+B) FOB Houston US \$		4,390,460.00

United States Dollars Four Million Three Hundred Ninety Thousand Four Hundred Sixty only

ORDER SANCTIONED

SUBJECT TO NOTE PUR-59 DT.....

GM (Procurement)

MANAGING DIRECTOR

2. COUNTRY OF ORIGIN: USA
3. PERIOD OF SHIPMENT: 05-06 MONTHS FOB HOUSTON AFTER RECEIPT OF CONFIRMED OPERATIVE L/C BUT TRY TO IMPROVE THIS DELIVERY PERIOD
4. PORT OF DESTINATION: KARACHI PORT / BIN QASIM PORT - PAKISTAN

Contd. P/2.

Telephones Exch: { +92-42)9082000
+92-42)9082006

Telephones: {+92-42)9085044

Fax: +92-42)9201275

www.sngpl.com.pk



for Acct. IDCA/CA/GM (Compliance)

5. SHIPMENT

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

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

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

M/s LPL Projects & Logistics U.S.A. Corp.,

USA

Contact Person: Mr. Doug Johnson

Project Coordinator

Phone: 973 580-9567

Email: Doug.Johnson@lplogistics.com

Hans Madsen Hans.madsen@lplogistics.com

Keith Both Keith.both@lplogistics.com

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

SUI NORTHERN GAS PIPELINES LTD,
PIDC HOUSE, DR. ZIA-UD-DIN AHMED ROAD,
KARACHI (PAKISTAN)

ATTENTION: MR. MUHAMMAD WAJID

Phone No:- 021-35682055

email: imports@sngpl.com.pk

Contd. P/3.

6. PACKING & MARKING

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

S.N.G.P.L.
<u>C-1896/21</u>
KARACHI (PAKISTAN)

7. INSPECTION

Not required, but Material Conformance Certificate is required. This shall, however, not absolve you of your responsibility to supply the material in accordance with the specifications of this purchase order.

8. PREPARATION OF INVOICES & SHIPPING DOCUMENTS

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

9. ADVANCE SHIPPING DOCUMENTS

Advance copies of the following shipping documents in quintuplicate with number and date of this contract should reach us at least 7 days before the expected arrival of the vessel at Karachi:-

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

Contd. P/4.

10. INSURANCE

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

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

- a) By confirmed & irrevocable Letter of Credit in favour of **M/s Solar Turbines International Company, 2200 Pacific Highway, San Diego, CA 92101, USA** valid for shipment/despatch as per clause 3 of the purchase order.
- b) Confirmation charges will be on supplier's account.
- c) Negotiation of documents must be made within 21 days from date of shipment.
- d) Other terms and conditions as per clauses 1, 2, 3, 5 to 8, 10, 12 & 13 of Appendix-'B' attached.
- e) L/C may be advised through **Citibank Bucharova 14, Praha 13, Czech Republic**
Swift Code: CITICZPX

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

13. SPECIAL INSTRUCTIONS

Attached instructions shall apply to this order.

14. Invoice and packing list must be placed at an obvious place with the each consignment and certificate to this effect must be submitted alongwith the shipping documents. In the event of non adherence, any penalty imposed by the Pakistan Customs Authorities will liable to be recovered from the beneficiary or shipper, as applicable.
15. Any payment of custom duty, sales tax on account of incorrect shipping documents and any demurrage caused at the port of discharge owing to either incorrect shipping documents or late receipt of non-negotiable, negotiable shipping against the time period stipulated in the PO/LC or levy of any penalty due to missing of any document in violation of Pakistan Custom Rules will be charged to beneficiary/shipper as applicable.
16. In case, if material is found faulty, short or defective, the supplier(s) apart from replacing the short supplied, faulty or defective material or paying the full cost of replacement would also pay extra custom duty and sales tax etc., paid by Sui Northern Gas Pipelines Limited on that account.
17. If shipment is from UAE or where voyage time is less than 7 days then advance shipping documents does not required within 7 days.
18. FTA Certificate and COO Certificate required in case of Chinese Origin.
19. Warranty:- 12 Months from the date of delivery as per Solar's terms & conditions of warranty.
20. You are required to furnish duly signed Integrity Pact within 15 days of receipt of this purchase order (If value of purchase order is more than Pak Rs.10/- Million).

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

Yours faithfully,
SUI NORTHERN GAS PIPELINES LIMITED



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

Copy to:-

- 1) **General Manager (Accounts):** Please arrange to establish a Letter of Credit in terms of this contract. Full particulars of this L/C must be advised to GM(Procurement) immediately. Also please arrange suitable Insurance for consignments on receipt of despatch advice. Our Import Registration Number W-15658. This Purchase Order is to be financed out of Cash Foreign Exchange allocation.
- 2) **INCHARGE (SHIPPING), KARACHI**
 1. After clearance please despatch to **Multan Stores.**
- 3) **Receiving Stores :-** Upon receipt, please pass R/S, as per procedure.
Stores Officer, Multan
- 4) **Indentor** GM(Comp), Multan

Indent No. MUL/C/IB/0002/20 dated 08.04.2020

5) Account: Direct Charge

- **Quotes approved by:** Bid Evaluation Committee vide memo dated 06.09.2021.
- **Management Sanction No.** TR/COMP/10-20 dated 12.03.2020.

Distribution :-

- | | |
|------------------------------|------------------------|
| 1. Supplier (Original) | 6. Indentor |
| 2. GM (Procurement) | 7. Stores Office Copy |
| 3. GM(Accounts) | 8. Coordinator (PB&MC) |
| 4. Material Receiving Stores | 9. Inventory Section |
| 5. Shipping Karachi | 10. ERP |



SUI NORTHERN GAS PIPELINES LIMITED
Memorandum

From: Chairman
Bid Evaluation Committee

To: GM (Procurement)

Ref: SNC-1843/21

Dated: 06.09.2021

BID EVALUATION REPORT
TENDER ENQUIRY NO. SNC - 1843/21
COMPRESSOR PACKAGE REFURBISHMENT OF FIVE (05) Nos.
CNETAUR-47 COMPRESSOR PACKAGES, (PHASE-I)

This is with reference to your memo No. SNC-1843/21 dated 03.05.2021. Please find enclosed herewith Bid Evaluation Report dated 06.09.2021, on the subject noted tender enquiry, further action at your end.

*SEPT /
Held*

*DCO (T) Sup.
Agenda. 7/8/9*

Encl: a.a.

EJAZ AHMAD CHAUDHARY
DY. MANAGING DIRECTOR (SERVICES)
CHAIRMAN
BID EVALUATION COMMITTEE

*COFF Sup!
7/9/2021*

S N G P L
RECEIVED
10/06/21
06 SEP 2021
12894
(Procurement Department)



BID EVALUATION REPORT
TENDER ENQUIRY NO. SNC - 1843/21
COMPRESSOR PACKAGE REFURBISHMENT OF FIVE (05) Nos.
CNETAUR-47 COMPRESSOR PACKAGES, (PHASE-I)

The subject tender against proprietary procurement from M/s Solar Turbines, USA was opened on 03.05.2021. After evaluation of technical and commercial proposal by Bid Evaluation Committee (BEC), few clarifications were raised vide email dated 04.06.2021 (copy attached as Annexure-A). The bidder, M/s Solar Turbines, submitted their responses vide email dated 21.06.2021 (copy attached as Annexure-B). The technical proposal has been evaluated in accordance with tender specification and is found in compliance with tender requirement.

M/s Solar Turbines has quoted for all mandatory items as per scope of supply detailed in tender specification, for five (05) compressor packages to be refurbished & upgraded, as required. The detail of these five (05) compressor packages is as under;

Sr.#	Solar PD #	Package Serial No.	TURBINE TYPE	COMPRESSOR	LOCATION
1.	95-49271 09/95	CC95925	C-40	C304	AC1-X (Sui)
2.	95-49271 09/95	CC95926	C-40	C304	AC1-X (Sui)
3.	95-49271 09/95	CC95927	C-40	C304	AC1-X (Sui)
4.	95-49272 09/95	CC95028	C-40	C304	AC1-X (QP)
5.	95-49272 09/95	CC95029	C-40	C304	AC1-X (QP)

1. SCOPE OF SUPPLY:

The summarized scope of supply and features for up-gradation of various systems is as given below.

Package Refurbishment / Upgrade

- 1.1 Fuel Gas System Upgrade to 24VDC Electronic Fuel Module
- 1.2 Start System Upgrade
- 1.3 NEMA 4X on-skid control box
- 1.4 Package Interface Module - Transmitter frame
- 1.5 Re-use of existing 2-Bay Console for Remote/Auxiliary Monitoring
- 1.6 Process Control
- 1.7 Fire & Gas Detection System Upgrade
- 1.8 Multi-Conductor Instrument and Control Interconnect
- 1.9 Package Instrumentation Upgrades
- 1.10 Factory Pre-Commissioning (FPC)
- 1.11 Commissioning

In addition to above, following main elements of control system will be covered in the scope of supply that include;

- Control Logix processor housed in an enclosure suitable for the rated area classification
- Interconnect wiring (between new console and package junction box)
- Package junction box terminals (replacement or removal)
- Package wiring replacement (between package junction box and on skid instrumentation)

[Handwritten signatures and initials]

- Package instrumentation
- Documentation

All the offered upgrades and package refurbishments meet our technical specifications, hence technically acceptable. Clause wise technical compliance sheet is attached as Annexure-C.

1. SCOPE OF SUPPLY:

M/s Solar has quoted for all the mandatory upgrades required as per project scope ref. clause 1 of our tender documents and technical specifications. Bid references covering the mandatory upgrades (Project's base scope) are given hereunder;

Table - 1	Base Scope of Supply	Item 32 thru 51
Table - 2	Base Scope - Field installation consumables	Item 55 & 56
Table - 4	Additional Base Scope of Supply	Item 63
Table - 5	All Units - Base Scope of Supply	Item 65
Table - 8	Field Service - Commissioning	Item 68
Table - 9	Freight Scope for Project	Item 69
Table - 10	Factory Pre-Commissioning	Item 70

All the above listed items pertain to main scope of supply for the project, as per tender specification, and included in the price break down table.

All these items are discussed in detail below;

Table-1; Base Scope of Supply

It includes the main scope of supply for package up-gradation, according to our technical specification ref. Clause 1, 2 and 4. These upgrades are tabulated as items 32 thru 51.

Table-2; Base Scope - Wet Seal System Upgrade

M/s Solar has quoted following item as line item under table-2, which also pertain to Base scope of supply as per our tender documents (Ref. Clause 1 pg. 2 of 12);

- Item # 55; Field Installation Consumables - US \$ 56,032 per package
- Item # 56; Marshalling Junction Boxes - Included above

Table-4; Additional Base Scope of Supply

M/s Solar has quoted for following upgrade under additional base scope of supply in Table-4, which is part of main scope of supply as per our tender documents;

- Item # 63; Interconnect Ethernet Cable (Ref. clause 2.10) - US \$ 17,399 per package.

Table-5; All Units - Base Scope of Supply

M/s Solar has quoted for provision of following item under Table-5, which is also the part of our main scope of supply as per tender documents;

- Item # 65; Field Programming Unit (Ref. Clause 3.0 pg. 8 of 12) - US \$ 14,291.

Table-8; Field Service

M/s Solar has quoted for provision of following item under Table-8, which is part of main scope of supply as per our tender documents;

- Item # 68; Field Service (Ref. Clause 5.0 pg. 9 of 12) - US \$ 65,887 per package.

Table-9; Freight Scope of Project

M/s Solar has quoted for provision of following item under Table-9, which is part of main scope of supply of project as per our tender documents;

- Item # 69; Freight Scope of Project (FOB Houston, Texas, USA) - US \$ 56,329

Table-10; Customer's Witness Testing

M/s Solar has quoted for provision of following item under Table-10, which is part of main scope of supply as per our tender documents;

- Item # 70; Customer Witness Testing for FPC (Ref. Clause 4.0) - US \$ 32,440

2. PRICE BREAKDOWN:

M/s Solar has quoted price in USD per package, as well as discounted price as "Special Concession for SNGPL". The discounts are given in lieu of engineering cost for each package, since concurrent engineering shall be done for packages with same Project Definition (PD) numbers, thereby reducing net engineering cost per package. The special discount is given on total cost of items 32 thru 56, however the discount is re-calculated on pro-rata basis for items pertaining to our base scope of supply i.e. item 32 thru 51, 55 & 56. The detailed cost break up showing price per package, price for all five (5) packages, special discounts (for SNGPL), and total price is tabulated below;

Price Breakup (Main Scope of Supply)

Bid Item Ref.	Price per Package (US \$)	Total Price for 5 Packages (US \$)	Special Discounts for SNGPL	Total Price (US \$)
32-51 (Table-1)	883,592.00	4,417,960.00	(893,394.92)	3,524,565.08
55 & 56 (Table-2)	56,032.00	280,160.00	(56,653.64)	223,506.36
63 (Table-4)	17,399.00	86,995.00	-	86,995.00
65 (Table-5)	14,291.00	14,291.00	-	14,291.00
68 (Table-8)	65,887.00	329,435.00	-	329,435.00
69 (Table-9)	56,329.00	56,329.00	-	56,329.00
70 (Table-10)	32,440.00	32,440.00	-	32,440.00
Total!		5,185,170.00	(950,048.57)	4,267,561.43

3. OPTIONAL ITEMS

M/s Solar has also quoted for optional items under Table - 2, 3, 4, 6 & 7 for package up gradation. All these items are discussed in detail hereunder;

Table-2: Item # 52, 53, & 54 Wet Seal System Upgrade

Item # 52 i.e. Auxiliary Pump AC motor driven, was required to be quoted as optional item as per our tender clause ref. 6.1. M/s Solar has quoted this item at unit price of US \$ 17,790 per package, which comes out to be US \$ 14,192.53 after application of discount on pro-rata basis. This optional item shall be included in the purchase order. However, item # 53 & 54 were not required to be quoted as per our tender documents and project design, hence shall not be included in purchase order.

Table-3: Item # 57 thru 61 Lube Oil System Upgrade

Item # 57, 59, & 60 were required to be quoted as optional items as per our tender documents ref. Clause 6.2, 6.3 & 6.4. However, only item # 57 i.e. Pre-post AC motor driven pump shall be included in the purchase order. M/s Solar has quoted this item at unit price of US \$ 16,703. Item # 59 & 60 shall not be included in the purchase order. Furthermore, item # 58 & 61 were not required to be quoted by Solar, as per tender documents and project design, hence shall not be included in the purchase order.

Table-4: Item # 62 Gas Fuel Mass Flow Meter

As per our tender specification, Fuel mass flow metering shall be provided by orifice metering for which the required devices & instrumentation shall be provided by M/s Solar under scope of supply item # 36 & 38. Therefore, this additional mass flow metering is not required as per project design and tender documents, hence shall not be included in purchase order.

Table-4: Item # 64 CO₂ Cylinder Heads & Isolation Valves

As per our bid documents, these items are already part of main scope of supply under item # 37. The detail scope of supply for Item 37 is given under "Fire & Gas Detection System (Base Scope)", Page 17 of bid documents, as required in our tender specification ref. Clause 2.9. Therefore, these additional cylinder heads and isolation valves are not required, hence shall not be included in purchase order.

Table-6: Item # 66 Field Installation Retrofit Module

Compression department shall execute the installation works through in-house resources and by utilization of the available tools, therefore this item is not required, hence shall not be included in purchase order.

Table-7: Item # 67 24VDC Battery System

M/s Solar has also quoted for one additional upgrade as conditional scope (Table-7), which is recommended to support the upgrades listed under Base scope of supply. This conditional scope includes 24VDC Battery system to upgrade our existing 24VDC Battery system. This upgrade, however, is not required, hence shall not be included in the purchase order.

Summarizing the above, only item # 52 & 57 shall be included in the purchase order. All other optional items i.e. Item # 53, 54, 58, 59, 60, 61, 62, 64, 66 & 67 shall be excluded.

4. DELIVERY TERMS

M/s Solar has quoted for two options under delivery terms;

Option-I; FOB Houston, Texas, USA – Delivery lead time is 5-6 months Ex-works from operative L/C at a quoted cost of US \$ 56,329, which meet the delivery period of our tender requirements for 5-6 Months.

Option-II; CFR Karachi, Pakistan – Delivery lead time is 5-6 months Ex-works from operative L/C at a quoted cost of US \$ 189,307.

Accordingly, purchase order shall be placed as per option-I i.e. FOB Houston. Therefore, price listed under Table-9 for FOB Houston Incoterms 2020, shall be included in the purchase order.

5. COMMISSIONING

M/s Solar has also quoted commissioning charges per package against item 68 of bid documents (Table-8). The commissioning charges are based on 15 days per package (10 hours day rate) including travel expenses of their commissioning engineers (Field service representative). This cost shall be included in the purchase order for commissioning services.

6. COMMERCIAL CLARIFICATIONS

Commercial clarification were also raised to M/s Solar through email dated 04.06.2021. M/s Solar's response against these clarification was received through email dated 21.06.2021, which is attached as Annexure-D.

7. In an e-mail dated 30.06.2021 M/s Solar was requested to revisit their FOB Huston charges – Handling etc. (i.e. US\$: 56,329) according to the final base scope of supply. They vide e-mail dated 05.07.2021 revised their FOB handling charges as US\$: 49,750, which is to be taken for ordering purpose.

8. Few exceptions form the tender General Terms and Instruction to Bidders were already allowed in the subject tender. The bidder has asked for additional exceptions other than already allowed in the subject tender. Bidder was asked to withdraw the exceptions vide e-mail dated 04.06.2021, 30.05.202, 29.07.2021. They vide e-mail dated 19.06.2021, 05.07.2021 and 06.08.2021 withdrew some exceptions and gave few new exception list (Annexure-E). The remaining exceptions have been discussed and our point wise comments are as under:-

Exceptions:

- Imports from Israel - Solar requests deletion of Section 16 of the Instructions to Bidders. Solar cannot include anti-boycott language in its contracts.



Comments: The bidder has not quoted any item from Israel in this tender enquiry. Therefore, there is no bearing of this exception in this tender enquiry.

- *Title transfer (34) - Solar requests to delete this language and replace with: "Title and risk of loss shall transfer to SNGP upon Solar's completion of its delivery obligation under the applicable Incoterms." Under FOB terms, ownership of goods will transfer to SNGPL when the goods reach SNGPL-appointed agent*

Comments: The referred tender clause in this case is not applicable as the bid and subsequent purchase order is on FOB incoterms

- *Payment of Freight - Solar requests deletion of clause 20.2. In the case of FOB Solar cannot be responsible for freight if the freight company is the agent of SNGPL and Solar has no flexibility in choosing vessel carrier. Also the freight be fixed in advance in these uncertain times*

Comments: As per point No. 7 of "Invitation to Bid" this clause is not applicable.

- *Section 46.5 - Solar requests to delete only "but shall pay all cost/expenses and damages incurred by SNGPL due to breach of warranty." Solar believes such costs should be the subject of arbitration (if any). However, Solar will of course honour the remainder of this clause, i.e. the replacement of items free of charge*

Comments: supplier has asked for exception to limited liability to the contract value only and has requested to delete only "but shall pay all cost/expenses and damages incurred by SNGPL due to breach of warranty" from the mentioned clause. This may be considered being a proprietary item.

- *Arbitration (33.1) - Solar requests that the arbitration should be as per the Rules of Arbitration set forth by the International Chamber of Commerce (ICC) with Venue of the arbitration proceedings in Dubai.*

Comments: This may be accepted being a proprietary item.

Further to the exceptions the supplier has mentioned some additional wording regarding "Limitation of Liability, Change Order, Force Majeure, Compliance with US Control Laws and Warranty" which has no contradiction with the tender terms & general practices; hence may be considered being a proprietary item.

For "Warranty" clause the matter was referred to indenter to give comments. Their comments are as under:

1. This warranty clause is M/s Solar's Standard Warranty Clause for all supplies / projects, wherein they specified the warranty period specifically which is not specified in our specification, and the same is acceptable to us. However, the standard warranty clause of SNGPL's commercial terms and conditions shall remain enforced, since M/s Solar has only requested to add their warranty period clause to our T & C clause 46.2. The same is reproduced hereunder;

"Solar requests to insert the following language at the end of Section 46.2:"

2. As per our scope of the supply, only clause "b" is applicable i.e. Engineered products, for which a warranty of 12 months from date of delivery is applicable to our scope, being FOB Incoterms. The clause "c" is related to Repair works which is not in our scope of work / supply. the clause "d" is related to Services which shall be applicable only to commissioning service provided by M/s Solar, and is acceptable.

Accordingly the same warranty clause is to be considered at the time of order placement.

CONCLUSION

The bid submitted by M/s Solar Turbines for Package Refurbishment and control system up-gradation of five (05) nos. Gas Turbine driven Compressor Package, is complying with our tender requirements, and evaluated as technically and commercially responsive.




Keeping in view the above, the final price breakdown including optional items 52 & 57, showing the scope of purchase order, shall be as under;

ORDER

Sr. #	Description	Price US \$	
		Unit Price	Total Price
1	Base total Cost for package refurbishment & control system up-gradation of 05 packages		
1.1	Item # 32-51 (Table-1); Base Scope of Supply	704,913.00	3,524,565.00
1.2	Item # 52 (Table-2); AC Auxiliary Seal Oil Pump	14,192.53	70,962.63
1.3	Item # 55 (Table-2); Field Installation Consumables	44,701.27	223,506.36
1.4	Item # 56; Marshalling Junction Boxes	Included in item 55	Included in item 55
1.5	Item # 57 (Table-3); Pre / Post Pump	16,703.00	83,515.00
1.6	Item # 63 (Table-4); Interconnect: Ethernet Cable	17,399.00	86,995.00
1.7	Item # 65 (Table-5); Field Programming Unit (01 No.)	14,291.00	14,291.00
1.8	Item # 68 (Table-8); Commissioning Services	65,887.00	329,435.00
1.9	Item # 70 (Table-10); Customer witness Testing for FPC	Lump Sum	32,440.00
	Sub-Total (A)		4,365,710.06
2	Freight Scope for Project		
2.1	Item # 59 (Table-9); FOB Houston, Texas, USA	Lump Sum	49,750.00
	Sub-Total (B)		49,750.00
	Total Value (A+B) FOB Houston US \$		4,415,460.06

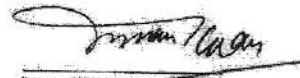
Co-opted Member

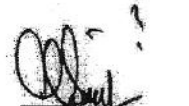

 Javed Ashraf
 Chief Engineer (Compression)


MEMBERS, BID EVALUATION COMMITTEE

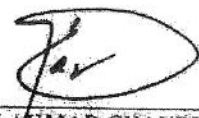

 Fiaz Ejaz
 CA (Tax & AP)


 Shahid Kamal
 CA (Compliance)


 Imran Ahmad Khan
 CE (MC) D


 Asim Anwar
 CO (PT) - SLM & DC


 Imran Safdar Virk
 CE (MC) P


 EJAZ AHMAD CHAUDHARY
 DY. MANAGING DIRECTOR (SERVICES)
 CHAIRMAN
 BID EVALUATION COMMITTEE

DATED
06.09.2021



BID EVALUATION REPORT
TENDER ENQUIRY NO. SNC - 1843/21
COMPRESSOR PACKAGE REFURBISHMENT OF FIVE (05) Nos.
CNETAUR-47 COMPRESSOR PACKAGES, (PHASE-I)

Annex - E

The subject tender against proprietary procurement from M/s Solar Turbines, USA was opened on 03.05.2021. After evaluation of technical and commercial proposal by Bid Evaluation Committee (BEC), few clarifications were raised vide email dated 04.06.2021 (copy attached as Annexure-A). The bidder, M/s Solar Turbines, submitted their responses vide email dated 21.06.2021 (copy attached as Annexure-B). The technical proposal has been evaluated in accordance with tender specification and is found in compliance with tender requirement.

M/s Solar Turbines has quoted for all mandatory items as per scope of supply detailed in tender specification, for five (05) compressor packages to be refurbished & upgraded, as required. The detail of these five (05) compressor packages is as under;

Sr.#	Solar PD #	Package Serial No.	TURBINE TYPE	COMPRESSOR	LOCATION
1.	95-49271 09/95	CC95925	C-40	C304	AC1-X (Sui)
2.	95-49271 09/95	CC95926	C-40	C304	AC1-X (Sui)
3.	95-49271 09/95	CC95927	C-40	C304	AC1-X (Sui)
4.	95-49272 09/95	CC95028	C-40	C304	AC1-X (QP)
5.	95-49272 09/95	CC95029	C-40	C304	AC1-X (QP)

1. SCOPE OF SUPPLY:

The summarized scope of supply and features for up-gradation of various systems is as given below.

Package Refurbishment / Upgrade

- 1.1 Fuel Gas System Upgrade to 24VDC Electronic Fuel Module
- 1.2 Start System Upgrade
- 1.3 NEMA 4X on-skid control box
- 1.4 Package Interface Module - Transmitter frame
- 1.5 Re-use of existing 2-Bay Console for Remote/Auxiliary Monitoring
- 1.6 Process Control
- 1.7 Fire & Gas Detection System Upgrade
- 1.8 Multi-Conductor Instrument and Control Interconnect
- 1.9 Package Instrumentation Upgrades
- 1.10 Factory Pre-Commissioning (FPC)
- 1.11 Commissioning

In addition to above, following main elements of control system will be covered in the scope of supply that include;

- Control Logix processor housed in an enclosure suitable for the rated area classification
- Interconnect wiring (between new console and package junction box)
- Package junction box terminals (replacement or removal)
- Package wiring replacement (between package junction box and on skid instrumentation)

[Handwritten signatures and initials]

- Package instrumentation
- Documentation

All the offered upgrades and package refurbishments meet our technical specifications, hence technically acceptable. Clause wise technical compliance sheet is attached as Annexure-C.

1. SCOPE OF SUPPLY:

M/s Solar has quoted for all the mandatory upgrades required as per project scope ref. clause 1 of our tender documents and technical specifications. Bid references covering the mandatory upgrades (Project's base scope) are given hereunder;

Table - 1	Base Scope of Supply	Item 32 thru 51
Table - 2	Base Scope - Field installation consumables	Item 55 & 56
Table - 4	Additional Base Scope of Supply	Item 63
Table - 5	All Units - Base Scope of Supply	Item 65
Table - 8	Field Service - Commissioning	Item 68
Table - 9	Freight Scope for Project	Item 69
Table - 10	Factory Pre-Commissioning	Item 70

All the above listed items pertain to main scope of supply for the project, as per tender specification, and included in the price break down table.

All these items are discussed in detail below;

Table-1; Base Scope of Supply

It includes the main scope of supply for package up-gradation, according to our technical specification ref. Clause 1, 2 and 4. These upgrades are tabulated as items 32 thru 51.

Table-2; Base Scope - Wet Seal System Upgrade

M/s Solar has quoted following item as line item under table-2, which also pertain to Base scope of supply as per our tender documents (Ref. Clause 1 pg. 2 of 12);

- Item # 55; Field Installation Consumables - US \$ 56,032 per package
- Item # 56; Marshalling Junction Boxes - **Included above**

Table-4; Additional Base Scope of Supply

M/s Solar has quoted for following upgrade under additional base scope of supply in Table-4, which is part of main scope of supply as per our tender documents;

- Item # 63; Interconnect Ethernet Cable (Ref. clause 2.10) - US \$ 17,399 per package.

Table-5; All Units - Base Scope of Supply

M/s Solar has quoted for provision of following item under Table-5, which is also the part of our main scope of supply as per tender documents;

- Item # 65; Field Programming Unit (Ref. Clause 3.0 pg. 8 of 12) - US \$ 14,291.

Table-8; Field Service

M/s Solar has quoted for provision of following item under Table-8, which is part of main scope of supply as per our tender documents;

- Item # 68; Field Service (Ref. Clause 5.0 pg. 9 of 12) - US \$ 65,887 per package.

Table-9; Freight Scope of Project

M/s Solar has quoted for provision of following item under Table-9, which is part of main scope of supply of project as per our tender documents;

- Item # 69; Freight Scope of Project (FOB Houston, Texas, USA) - US \$ 56,329

Table-10; Customer's Witness Testing

M/s Solar has quoted for provision of following item under Table-10, which is part of main scope of supply as per our tender documents;

- Item # 70; Customer Witness Testing for FPC (Ref. Clause 4.0) - US \$ 32,440

2. PRICE BREAKDOWN:

M/s Solar has quoted price in USD per package, as well as discounted price as "Special Concession for SNGPL". The discounts are given in lieu of engineering cost for each package, since concurrent engineering shall be done for packages with same Project Definition (PD) numbers, thereby reducing net engineering cost per package. The special discount is given on total cost of items 32 thru 56, however the discount is re-calculated on pro-rata basis for items pertaining to our base scope of supply i.e. item 32 thru 51, 55 & 56. The detailed cost break up showing price per package, price for all five (5) packages, special discounts (for SNGPL), and total price is tabulated below;

Price Breakup (Main Scope of Supply)

Bid Item Ref.	Price per Package (US \$)	Total Price for 5 Packages (US \$)	Special Discounts for SNGPL	Total Price (US \$)
32-51 (Table-1)	883,592.00	4,417,960.00	(893,394.92)	3,524,565.08
55 & 56 (Table-2)	56,032.00	280,160.00	(56,653.64)	223,506.36
63 (Table-4)	17,399.00	86,995.00	-	86,995.00
65 (Table-5)	14,291.00	14,291.00	-	14,291.00
68 (Table-8)	65,887.00	329,435.00	-	329,435.00
69 (Table-9)	56,329.00	56,329.00	-	56,329.00
70 (Table-10)	32,440.00	32,440.00	-	32,440.00
Total		5,185,170.00	(950,048.57)	4,267,561.43

3. OPTIONAL ITEMS

M/s Solar has also quoted for optional items under Table - 2, 3, 4, 6 & 7 for package up gradation. All these items are discussed in detail hereunder;

Table-2: Item # 52, 53, & 54 Wet Seal System Upgrade

Item # 52 i.e. Auxiliary Pump AC motor driven, was required to be quoted as optional item as per our tender clause ref. 6.1. M/s Solar has quoted this item at unit price of US \$ 17,790 per package, which comes out to be US \$ 14,192.53 after application of discount on pro-rata basis. This optional item shall be included in the purchase order. However, item # 53 & 54 were not required to be quoted as per our tender documents and project design, hence shall not be included in purchase order.

Table-3: Item # 57 thru 61 Lube Oil System Upgrade

Item # 57, 59, & 60 were required to be quoted as optional items as per our tender documents ref. Clause 6.2, 6.3 & 6.4. However, only item # 57 i.e. Pre-post AC motor driven pump shall be included in the purchase order. M/s Solar has quoted this item at unit price of US \$ 16,703. Item # 59 & 60 shall not be included in the purchase order. Furthermore, item # 58 & 61 were not required to be quoted by Solar, as per tender documents and project design, hence shall not be included in the purchase order.

Table-4: Item # 62 Gas Fuel Mass Flow Meter

As per our tender specification. Fuel mass flow metering shall be provided by orifice metering for which the required devices & instrumentation shall be provided by M/s Solar under scope of supply item # 36 & 38. Therefore, this additional mass flow metering is not required as per project design and tender documents, hence shall not be included in purchase order.



Table-4: Item # 64 CO₂ Cylinder Heads & Isolation Valves

As per our bid documents, these items are already part of main scope of supply under item # 37. The detail scope of supply for Item 37 is given under "Fire & Gas Detection System (Base Scope)"; Page 17 of bid documents, as required in our tender specification ref. Clause 2.9. Therefore, these additional cylinder heads and isolation valves are not required, hence shall not be included in purchase order.

Table-6: Item # 66 Field Installation Retrofit Module

Compression department shall execute the installation works through in-house resources and by utilization of the available tools, therefore this item is not required, hence shall not be included in purchase order.

Table-7: Item # 67 24VDC Battery System

M/s Solar has also quoted for one additional upgrade as conditional scope (Table-7), which is recommended to support the upgrades listed under Base scope of supply. This conditional scope includes 24VDC Battery system to upgrade our existing 24VDC Battery system. This upgrade, however, is not required, hence shall not be included in the purchase order.

Summarizing the above, only item # 52 & 57 shall be included in the purchase order. All other optional items i.e. Item # 53, 54, 58, 59, 60, 61, 62, 64, 66 & 67 shall be excluded.

4. DELIVERY TERMS

M/s Solar has quoted for two options under delivery terms;

Option-I; FOB Houston, Texas, USA – Delivery lead time is 5-6 months Ex-works from operative L/C at a quoted cost of US \$ 56,329, which meet the delivery period of our tender requirements for 5-6 Months.

Option-II; CFR Karachi, Pakistan – Delivery lead time is 5-6 months Ex-works from operative L/C at a quoted cost of US \$ 189,307. Accordingly, purchase order shall be placed as per option-I i.e. FOB Houston. Therefore, price listed under Table-9 for FOB Houston Incoterms 2020, shall be included in the purchase order.

5. COMMISSIONING

M/s Solar has also quoted commissioning charges per package against item 68 of bid documents (Table-8). The commissioning charges are based on 15 days per package (10 hours day rate) including travel expenses of their commissioning engineers (Field service representative). This cost shall be included in the purchase order for commissioning services.

6. COMMERCIAL CLARIFICATIONS

Commercial clarification were also raised to M/s Solar through email dated 04.06.2021. M/s Solar's response against these clarification was received through email dated 21.06.2021, which is attached as Annexure-D.

7. In an e-mail dated 30.06.2021 M/s Solar was requested to revisit their FOB Houston charges – Handling etc. (i.e. US\$: 56,329) according to the final base scope of supply. They vide e-mail dated 05.07.2021 revised their FOB handling charges as US\$: 49,750, which is to be taken for ordering purpose.

8. Few exceptions form the tender General Terms and Instruction to Bidders were already allowed in the subject tender. The bidder has asked for additional exceptions other than e-mail dated 04.06.2021, 30.06.202, 29.07.2021. They vide e-mail dated 19.06.2021, 05.07.2021 and 06.08.2021 withdrew some exceptions and gave few new exception list (Annexure-E). The remaining exceptions have been discussed and our point wise comments are as under:-

Exceptions:

* *Imports from Israel* - Solar requests deletion of Section 16 of the Instructions to Bidders. Solar cannot include anti-boycott language in its contracts.



Comments: The bidder has not quoted any item from Israel in this tender enquiry. Therefore, there is no bearing of this exception in this tender enquiry.

- *Title transfer (34) - Solar requests to delete this language and replace with: "Title and risk of loss shall transfer to SNGP upon Solar's completion of its delivery obligation under the applicable Incoterms." Under FOB terms, ownership of goods will transfer to SNGPL when the goods reach SNGPL-appointed agent*

Comments: The referred tender clause in this case is not applicable as the bid and subsequent purchase order is on FOB incoterms

- *Payment of Freight – Solar requests deletion of clause 20.2. In the case of FOB Solar cannot be responsible for freight if the freight company is the agent of SNGPL and Solar has no flexibility in choosing vessel carrier. Also the freight be fixed in advance in these uncertain times*

Comments: As per point No. 7 of "Invitation to Bid" this clause is not applicable.

- *Section 46.5 - Solar requests to delete only "but shall pay all cost/expenses and damages incurred by SNGPL due to breach of warranty." Solar believes such costs should be the subject of arbitration (if any). However, Solar will of course honour the remainder of this clause, i.e. the replacement of items free of charge*

Comments: supplier has asked for exception to limited liability to the contract value only and has requested to delete only "but shall pay all cost/expenses and damages incurred by SNGPL due to breach of warranty" from the mentioned clause. This may be considered being a proprietary item.

- *Arbitration (33.1) - Solar requests that the arbitration should be as per the Rules of Arbitration set forth by the International Chamber of Commerce (ICC) with Venue of the arbitration proceedings in Dubai.*

Comments: This may be accepted being a proprietary item.

Further to the exceptions the supplier has mentioned some additional wording regarding "Limitation of Liability, Change Order, Force Majeure, Compliance with US Control Laws and Warranty" which has no contradiction with the tender terms & general practices; hence may be considered being a proprietary item.

For "Warranty" clause the matter was referred to indenter to give comments. Their comments are as under:

1. This warranty clause is M/s Solar's Standard Warranty Clause for all supplies / projects, wherein they specified the warranty period specifically which is not specified in our specification, and the same is acceptable to us. However, the standard warranty clause of SNGPL's commercial terms and conditions shall remain enforced, since M/s Solar has only requested to add their warranty period clause to our T & C clause 46.2. The same is reproduced hereunder;

"Solar requests to insert the following language at the end of Section 46.2:"

2. As per our scope of the supply, only clause "b" is applicable i.e. Engineered products, for which a warranty of 12 months from date of delivery is applicable to our scope, being FOB Incoterms. The clause "c" is related to Repair works which is not in our scope of work / supply. the clause "d" is related to Services which shall be applicable only to commissioning service provided by M/s Solar, and is acceptable.

Accordingly the same warranty clause is to be considered at the time of order placement.

CONCLUSION

The bid submitted by M/s Solar Turbines for Package Refurbishment and control system up-gradation of five (05) nos. Gas Turbine driven Compressor Package, is complying with our tender requirements, and evaluated as technically and commercially responsive.


Keeping in view the above, the final price breakdown including optional items 52 & 57, showing the scope of purchase order, shall be as under;

09


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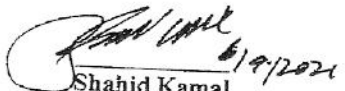
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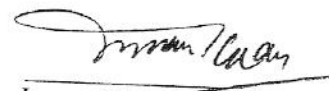
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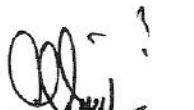

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EJAZ AHMAD CHAUDHARY
 DY. MANAGING DIRECTOR (SERVICES)
 CHAIRMAN
 BID EVALUATION COMMITTEE

DATED
 06.09.2021

To: Sui Northern Gas Pipeline Limited
General Manager (Procurement),
Gas House, 21-Kashmir Road,
P.O.Box 56, Lahore, Pakistan
Attn: Chief Officer (Procurement), For Managing Director

1-1896

Subject: SNGPL Tender Inquiry# SNC-1843/21 Controls Project

Dear Sir,

Solar Turbines ("Solar") hereby declares its intention to not obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from the Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it ("GOP") through any corrupt business practice.

Solar agrees that any contract, right, interest, privilege or other obligation or benefit shown to have been obtained or procured through any corrupt business practice shall, without prejudice to any other rights and remedies available to GOP under any law, contract or other instrument, be made void at the option of GOP.

Solar adheres to the highest standards of business ethics and consequently is willing to certify the above. However, Solar is unable to agree to the language as originally proposed by GOP in the Annexure IV – Integrity Pact and any related sub-sections of tender documents. Specifically, for reasons of confidentiality and corporate policy. Solar is unable to disclose any details of its relations with persons or entities, if any, that is not party to the proposed contract. In addition, Solar is unable to provide indemnity in such cases.

Yours Sincerely,

Brett Carpenter

Brett Carpenter
Global Manager - Project Management