

#### OFFER DOCUMENT

Ref No. KEDISP/RRC003/24-25

Document # 1463 Dated: 05.12.2024

Subject: <u>Disposal of Scrap Wood with Ply and Chipboard Inclusive on</u>
Rate Running Contract (RRC) basis for a Period of Six Months (6 Months).

Material is offered for sale on the terms and conditions stipulated in this offer document and as such, only such offers are acceptable which conform to these terms of sale.

- 1. This document is issued for offering the sale of the subject material as per detailed particulars, terms and conditions stipulated therein. Lot details are available in the Appendix-Page # 1 to 1 (attached) and bidding will be performed via online portal (SAP ARIBA).
- 2. The material offered for sale is strictly on "AS IS & WHERE IS" basis. K-Electric Limited makes no representations whether express or implied as to merchantable quality, fitness for purpose or otherwise and hereby excludes without limitation all implied terms and conditions contained in the Sale of Goods Act, 1930 or any other applicable law.
- 3. Please ensure that submission of the online bidding constitutes your satisfaction that you have seen the material offered for sale and as such, you do not have objection whatsoever about the material under disposal.
- 4. Lot inspection timings will be from 10:00 am to 4:00 pm except Sundays & public holidays for Baldia Scrap Yard & Landhi Cable Yard from 05.12.2024 to 07.12.2024 upon production of offer document, valid original CNIC and a copy of the same.
- 5. The bidders must provide the attested copy of CNIC (in case of non-registered bidder), NTN/STRN certificate (in case of registered bidder) and evidence of filing of income tax returns before registering on online portal (SAP ARIBA).
- 6. The bidding will be conducted on 10<sup>th</sup> December'2024, 03:00 PM PST till 04:30 PM PST via online portal (SAP ARIBA) and the offer price quoted by the bidder shall be exclusive of all taxes.
- 7. The successful bidders will be informed after due approval from the management and completion of the process.
- 8. For participation in ARIBA E-Auction event, bidders are required to registered themselves in ARIBA via below link:

Link: Tenders - K-Electric (ke.com.pk)

Home > Our Business > Tenders

#### **ATTENTION - Mandatory for Procurement Vendors**

Dear Vendors,

Please be advised that KE has implemented ARIBA (E-Procurement software) in this regard, please read the following:

- · Ariba training resources can be accessed here.
- Want to work with KE? (New vendors who are not currently registered in KE)

- 9. The security deposit to participate in the ARIBA E-Auction event is Rs. 100,000/- which is to be submitted ONE WORKING DAY before the ARIBA E-Auction event day and time. The security deposit shall be submitted in the form of pay-order / bank draft in favor of K-Electric Limited to Disposal Department A-31, Central Store, SITE Area, Karachi, failing to which participation invitation will not be sent to the bidder. This security deposit will be returned to the bidders WITHIN TEN (10) WORKING DAYS post ARIBA E-Auction event. (Note: CDR or cheque as a form of payment is not accepted).
- 10. The complete security deposit of Rs. 100,000/- will be forfeited in favor of K-Electric Limited if the highest bidder withdraws/backed out from any of their bid(s) due to any reason during / after ARIBA E-Auction event.
- 11. Post completion of ARIBA E-Auction event, the highest bidder will be required to submit 10% Earnest Money of the "quoted offer price" (of all lots) exclusive of all applicable taxes in the shape of pay-order /bank draft in favor of K-Electric Limited which will be submitted to Disposal Department A-31, Central Store, SITE Area, Karachi, by 12<sup>th</sup> December 2024 but not later than 05:00 pm. (Note: CDR or cheque as a form of payment is not accepted).
- 12. Offers without/short earnest money deposit shall not be considered and will be liable to rejection. Offer price quoted by the bidder shall be exclusive of taxes. (Note: CDR or cheque as a form of payment is not accepted).
- 13. Upon signing of contract, the successful bidder shall be issued Letter of Acceptance before the submission of payments. Payments shall be submitted within the stipulated time mentioned in the Letter of Acceptance.
- 14. Any extension in payment submission time will be subject to penalty of per day as per below penalty slabs. However, upon expiry of such late payment penalty time, K-Electric Limited reserves the right to forfeit the entire lot & complete amount of earnest money.

Base Price(without taxes)	Penalty	Maximum Penalty
Up to Rs. 100,000	0.5% of base price/day OR Rs. 500/day whichever is greater	
Between Rs. 100,001 and Rs. 500,000	0.5% of base price/day OR Rs. 1000/day whichever is greater	up to total base price OR 5 working days
Between Rs. 500,001 and Rs. 1,000,000	0.5% of base price/day OR Rs. 5000/day whichever is greater	whichever is less
Above Rs. 1,000,000	0.2% of base price/day OR Rs. 10,000/day whichever is greater	

15. All payments must be made along with 18% GST plus 4% additional GST from non-registered bidders only and 10% income tax for filers or 20% income tax for non-filers (on gross amount) through online payments only in favor of K-Electric Limited as per bank details mentioned below.

A/c. Title	K-ELECTRIC LIMITED	
Bank Name	Standard Chartered Bank	
Account#	PKR - 08-1251317-36	
IBAN#	PK53SCBL0000008125131736	
Branch Code	0071	
NTN#	1543137-1	
Location	Main Branch, I.I. Chundrigar Road	

- 16. For all types of scrap copper, scrap aluminum and scrap kunda wires and cables/conductors, the successful bidder shall be required to prepare the materials for lifting by sorting and segregating them into their respective components that is copper cables, scrap copper conductors, scrap aluminum cables, scrap aluminum conductor, telephone wires, iron etc. and subsequently cut them into desired lengths prior to removal from KE premises. This is a standard procedure that will ensure safe and efficient handling of scrap. Failure to comply with this requirement may result in the refusal of delivery and/or the imposition of penalties.
- 17. The customer shall not, directly or indirectly, use, sell, or otherwise dispose of the copper, aluminum, or kunda wire scrap purchased from K-Electric Limited in its original form. The customer shall only resell the purchased scrap material after melting, refining, and/or processing either in the form of ingots or as re-processed material. Any customer found in violation of this clause shall be subject to a penalty of 10% of the contract value/price, as determined by K-Electric Limited, and shall be blacklisted from future participation in disposal sales.
- 18. SCROs for all multiple lots won by each successful bidder will be issued at once, and as such the successful bidder will be expected to lift all lots within the specified timeframe. The successful bidder must ensure that a well-planned lifting schedule in advance is made, taking into account available resources and manpower for lifting of the lots. Failure to adhere to this timeframe may result in penalties as per clause 19 of this document.
- 19. The material is to be lifted within the working days specified in email or communicated, from the date of email sent. Similarly, in the event of having failed to collect the material either in full or PART thereof, penalty in lieu of storage charges of base price per day as per below penalty slabs until such time the site is cleared to the satisfaction of K-Electric Limited.

Base Price(without taxes)	Penalty	Maximum Penalty
Up to Rs. 100,000	0.5% of base price/day OR Rs. 500/day whichever is greater	
Between Rs. 100,001 and Rs. 500,000	0.5% of base price/day OR Rs. 1000/day whichever is greater	up to total base price OR 5 working days
Between Rs. 500,001 and Rs. 1,000,000	0.5% of base price/day OR Rs. 5000/day whichever is greater	whichever is less
Above Rs. 1,000,000	0.2% of base price/day OR Rs. 10,000/day whichever is greater	

However, upon expiry of such time, if the material for any reason is not collected and removed by the successful bidder from the K-Electric Limited site, then K-Electric Limited reserves the right to forfeit the remaining lot amount, shall be at liberty to dispose of the relevant material as it deems fit without reference or notice to the successful bidder/purchaser. No money received from the bidder/purchaser will be refunded by K-Electric Limited and K-Electric Limited shall at all times have the right to demand the storage charges for the said relevant material as set out above.

20. The successful bidder will be responsible for collection / lifting of subject material from K-Electric Limited premises. For the avoidance of doubt, all expenses incurred in connection with deploying labor for handling, lifting, removal, loading, weighing and transportation of respective lot material shall be borne by the successful bidder.

- 21. The successful bidders will be required to collect the material from the site in accordance with the terms and conditions of the sale stipulated in the relevant Sales-Cum-Release Order. Presentation of the official receipt of the sale money deposited by buyer with K-Electric Limited, if required, is the responsibility of the buyer for collection of the material from the site.
- 22. K-Electric Limited reserves the right to reject OR accept any or all the offers without assigning any reason thereof and as such, the seller is not bound to accept the highest bid.
- 23. KE reserves the right to either re-negotiate the contract price and/or annul the contract at any stage of the contract in the event of market fluctuation.
- 24. For the avoidance of doubt, all applicable government taxes shall be borne by the successful bidder. Any changes in taxes, duties, or levies whether federal or provincial due to change in legislation during the complete process, shall also be borne by the successful bidder/purchaser to entire exclusion of K-Electric Limited. If changes are enacted during execution of a tender, such changes in the taxes shall be applicable till the date of issuance of SCRO. Tax shall be calculated at the time of LOA generation as per Online FBR TAX status. If tax rates are changed after issuance of LOA but before issuance of SCRO, the revised rates will be applicable accordingly.
- 25. Any shortage in quantity of material at the time of delivery will not invalidate the sale. Proportionate refund (without any interest) will be made to the successful bidder when the weight or number delivered is less than that have been specified in the tender.
- 26. Lifting/weighing of material from K-Electric Limited premises is to be made in the presence of K-Electric Limited representatives only.
- 27. K-Electric Limited reserves the right to unload the vehicles for inspection purpose at any time during the lifting process. If it is suspected at any time that the successful bidder has loaded the material(s) for which he is not the purchaser or if the purchaser is found to carry excess material than that mentioned in the documents, K-Electric Limited will be within its right to detain the loaded vehicle, unload the goods at the risk, cost & expenses of the successful bidder & terminate the sale forthwith and forfeit the sales value & claim such further losses and damages that maybe caused to K-Electric Limited.
- 28. Any damage to K-Electric Limited's or third party's properties & men during removal/lifting of the items must be made good by the successful bidder at their own cost to the entire exclusion of K-Electric Limited. K-Electric Limited reserves the right to claim from the successful bidder any expenses which might have been incurred by it over and above the payment made by way of restoring damages caused to person or property at K-Electric Limited premises.
- 29. All safety regulations should be followed by the successful bidders and their men in removing the items from K-Electric Limited premises. The men employed to carry out the work should observe the K-Electric Limited rules and regulations including that for HSEQ at the location. The purchaser shall not be entitled to resell any lot or part of a lot while the goods are still lying within the premises of K-Electric Limited and no delivery would be affected by K-Electric Limited to any person other than the successful bidders whose names are mentioned in the delivery order.
- 30. The successful bidders shall ensure all safety measures implemented during execution of work and shall provide all necessary personal protection equipment (PPE) to its labor (gloves, goggles, mask, apron, safety shoes, wrist cover, ear plugs etc.) & certified machinery and equipment (i.e. crane lifter, loaders, trucks etc.). Any damages to any existing work or property or person at K-Electric Limited caused by non-compliance of safety regulations by the successful bidders must be made good by the successful bidders at their own cost to the entire exclusion of K-Electric Limited.

- 31. Person duly authorized by the successful bidders through valid authority letter up to the satisfaction of K-Electric Limited, shall only be allowed to lift the material/take the delivery.
- 32. Conditions imposed by the parties interested in purchasing the material offered for sale shall not be considered. The material is offered as per K-Electric Limited terms and conditions stipulated in this document and as per the Sale-Cum-Release Order to follow.
- 33. For sale of used oil, only parties/bidders registered under OGRA Ordinance 2002 for lube blending, reclamation, grease & transformer oil plant and Pakistan Petroleum (refining, blending & marketing) Rules 1971 shall participate for bidding and submit the attested copy of their registration certificate as evidence. Un-registered bidders/ parties will not be considered for sale of used oil.
- 34. For the sale of all environmentally hazardous material e.g. SF6 Gas, Lead, acids all types etc., the bidder must be Certified/Registered from Sind Environment Protection Agency for safe disposal/reclamation/recycling of all such material. A document in this regard shall also be attached with the Offer Document at the time of depositing the same.
- 35. All information/data provided by any bidder shall be accurate and true. All bidders should provide valid and complete postal addresses and official email address along with other details for correspondence. K-Electric Limited shall not be responsible in case of any wrong or incomplete information provided by any bidder.
- 36. In case of the work-related injury or death of any labor or supervisors at K-Electric Limited premises, the bidder/ company will compensate the deceased family along with the evidence of compensation. The same evidence with the receiving shall be provided to K-Electric as per regulatory requirements.
- 37. Company/Individual participating in Disposal Tender are required to submit the owner's name and their representative name (who will be taking part on their behalf) on their original letterhead for the complete tender process. Failing to which participation will not be considered for the tender. In case of change of representative company/individual must inform via original letter head & company official email.
- 38. Company/Individual are required to submit payment (Earnest Money/Security Deposit/Balance payment/Penalty payment) from their company account (in case of company) and personal account (in case of individual), failing to which participation will not be considered for the tender.
- 39. KE reserves the right to take appropriate legal and disciplinary actions in the event of any non-compliance with the terms and conditions specified in this offer document.
- 40. KE reserves the right to obtain documents and data from the bidder for verification purposes at any time during disposal process.
- 41. KE reserves the right to amend these terms and conditions at any time. Any changes will be communicated to all relevant parties.

#### 42. Other Important Instructions:

- a. Persons under the age of 18 and over the age of 60 will not be allowed to lift material from K-Electric Limited premises.
- b. All personnel of bidder must carry CNIC when present at K-Electric Limited premises.
- c. All personnel of bidder shall be informed about the use of fire extinguisher.
- d. It will be mandatory for all personnel of bidder to follow all HSEQ standards and procedures during lifting at K-Electric Limited premises.



## Appendix: KEDISP/RRC003/24-25

Inquiry Document: 1463 Date: 05.12.2024

Lot #	Lot Description	Approx. Monthly Disposal Quantity	Mode of Disposal	Location
1	SCRAP WOOD WITH PLY AND CHIPBOARD INCLUSIVE	50,000	KG	Baldia Scrap Yard
2	SCRAP WOOD WITH PLY AND CHIPBOARD INCLUSIVE	10,000	KG	Landhi Cable Yard

In case of any further information desired the following may be contacted.				
	Danish Suleman	Baldia Scrap Yard	Cell No. 0343-2876453	
	Location: Sector 8, Saeedabad, Near Police Training Center, Baldia Town, Karachi.			
2	Saqib Imran	Landhi Cable Yard	Cell No. 0333-2237813	
~	Location: Near Al-Karam Textile Mills, Landhi Industrial Area, Karachi.			

### سیفٹی احکامات برائے کانٹریکٹر

- 1. 18 سال سے سم عمر اور 60 سال سے زیادہ عمر کے کارکنان کو سکریپ اٹھانے کی اجازت نہیں ہو گی۔
  - 2 تمام کارکنان کے یاس CNIC ہونا لازمی ہے۔
  - .3 کام شروع کرنے سے پہلے تمام کارکنان کو سیفٹی احکامات سے آگاہ کیا جائے گا۔
- 4 تمام کارکنان کے لیئے PPE کا استعال لازمی ہوگا۔ جس میں سیمیف، ٹوپی، رہر یا چڑے کے دستانے جوتے، ڈاگری اور سیفٹی چشمہ پہننا لازمی ہوگا۔
  - 5. سائٹ ہے کی اجازت نہیں ہوگا۔
  - .6 تمام کارکنان کو Fire Extinguisher کے استعال سے آگاہ کیا جائے گا۔
  - 7. کی بھی Hazardous Material اُٹھانے کی صورت میں کانٹریکٹر پر لازم ہوگا کہ وہ ذیادہ سے ذیادہ موثر تدابیر استعال کرے اور (Co-Ordinator(HSE) کے احکامات کی تقبیل کرے۔
- 8 کانٹر کیٹر مال اُٹھانے سے پہلے اپنا مجوزہ طریقہءِ کار (DGM(Disposal کو دے گا۔ جس میں کام کی ترتیب، کارکنان کی تعداد، مشیزی کا استعال اور حفاظتی تدامیر پر عمل کی تفسیلات درج ہوگی۔



## General Terms and Conditions for Disposal Lifting KE Scrap Yards

#### 1. Safety Requirements for Workers:

- 1.1 Provision of PPE (Safety helmet, Safety Shoes, Safety Gloves)
- 1.2 Must be in good health and not injured.
- 1.3 Must observe Covid pre-cautions e.g. (Wearing Mask and maintaining social distancing)
- 1.4 Smoking, eating pan / supari, gutka are strictly not allowed in KE Premises.
- 1.5 Bidder or his representative should be well versed with safety aspects of lifting.
- 1.6 Every day activity should start with a safety briefing (Toolbox Talk)
- 1.7 All safety instruction delivered in toolbox talk to be strictly adhered to.
- 1.8 First aid box should be made available by the supervisor for his team.

#### 2. Vehicle Safety Requirements:

- 2.1 Must have a valid fitness certificate
- 2.2 Must have all indicators working
- 2.3 Must have back view mirrors
- 2.4 Must have a working horn
- 2.5 Must have a back horn
- 2.6 Must have safety cones
- 2.7 Must have tyre stoppers
- 2.8 Tyres not torn / cracked
- 2.9 Tyres appropriately inflated (Not punctured)
- 2.10 No abnormal smoke emissions and Engine noise
- 2.11 Trucks must have appropriate support around bed to hold materials safely.
- 2.12 Must have hooks and ropes to tie heavy materials to avoid rattling, slipping and falling.
- 2.13 Must have fluorescent flags / rags to be tide at the end of the vehicle for clearly visibility of vehicle / elongated materials from distance behind the vehicle.
- 2.14 Must have fire extinguisher

#### 3. Cranes / Loaders Safety Requirements

- 3.1 Complying to general fitness conditions of vehicle.
- 3.2 Hook and hook latch should not be torn / rusted / cracked / twisted.
- 3.3 Automatic Safe Load Indicator must be available in working condition for Cranes.
- 3.4 Wire Rope not torn / rusted / cracked / twisted.
- 3.5 Crane loading capacity clearly marked on bridge and must match 3P inspection certificate
- 3.6 All Limit switches available and in working condition (Over Load / Boom Limit)
- 3.7 No oil Leakage in hydraulic cylinder and out riggers
- 3.8 Out rigger should be fully extendable
- 3.9 Vehicle Safety Guards must be covering all moving and rotating parts
- 3.10 Crane Registration certificate should be Available.
- 3.12 Valid 3P party inspection Certificate
- 3.13 Crane operator valid license.
- 3.14 Crane operator valid training certificate.
- 3.16 Certified rigger available with crane
- 3.17 While Crane operation is in progress all personnel need to maintain a safe working distance from the crane and loaded material.
- 3.18 Only the Crane Signal Person or Banksman would be allowed to guide the crane movements while keeping a safe distance once lifting operation has been initiated.



# KE سکریپ یارڈز پر ڈسپوزل لفٹنگ کے لیے سیفٹی کے عمومی شرائط و ضوابط.

## 1. کارکنوں کے لیے حفاظتی تقاضے:

- PPE 1.1 کی فراہمی (حفاظتی بیلمٹ، حفاظتی جوتے، حفاظتی دستانے).
  - 1.2 اچھی صحت میں ہونا چاہیے اور زخمی نہیں ہونا چاہیے۔
- 1.3 كوودُ احتياطي تدابير پر عمل كرنا چاہيے جيسے (ماسك پہننا اور سماجي فاصلہ برقرار ركهنا).
  - 1.4 کے ای کے احاطے میں سگریٹ نوشی، پان/سپاری، گٹکا کھانے کی اجازت نہیں ہے۔
- 1.5 بولی لگانے والے یا اس کے نمائندے کو سکریپ اٹھانے کے حفاظتی پہلوؤں سے اچھی طرح واقف ہونا چاہئے۔
  - 1.6 ہر روز کی سرگرمی حفاظتی بریفنگ کے ساتھ شروع ہونی چاہیے (ٹول باکس ٹاک)
    - 1.7 ٹول باکس ٹاک میں دی گئی تمام حفاظتی ہدایات پر سختی سے عمل کیا جائے۔
      - 1.8 فرسٹ ایڈ باکس سپروائزر کو اپنی ٹیم کے لیے دستیاب کرانا چاہیے۔

## 2. گاڑیوں کی حفاظت کے تقاضے:

- 2.1 گاڑی کی فٹنس کا درست سرٹیفکیٹ ہونا ضروری ہے۔
  - 2.2 تمام اشارے کام کر رہے ہوں۔
  - 2.3 بیک ویو مررز کا ہونا ضروری ہے۔
    - 2.4 ورکنگ ہارن ہونا ضروری ہے۔
    - 2.5 پیچھے کا ہارن ہونا ضروری ہے۔
    - 2.6 حفاظتی کونز کا ہونا ضروری ہے۔
      - 2.7 ٹائر سٹاپرز ہونے چاہئیں.
        - 2.8 ٹائر پھٹے نہ ہوں۔
- 2.9 ٹائر میں مناسب طریقے سے ہوا بھری ہوئی ہو (پنکچر نہیں ہو)
- 2.10 كوئى غير معمولى دهوئيل كا اخراج اور انجن كا شور نهيل بو -
- 2.11 مواد کو محفوظ طریقے سے رکھنے کے لیے ٹرکوں کے فلیٹ بیڈ کے ارد گرد مناسب سپورٹ ہونا چاہیے-
- 2.12 بھاری مواد کو باندھنے کے لیے ہکس اور رسیاں ہونی چاہئیں تاکہ ہلچل، پھسلنے اور گرنے سے بچا جا سکے۔
- 2.13 گاڑی کے آخر میں فلوروسینٹ جھنڈے / چیتھڑے ہونا ضروری ہے تاکہ گاڑی کے پیچھے فاصلے سے گاڑی / لمبا مواد واضح طور پر نظر آئے۔
  - 2.14 گاڑی میں آگ بجھانے کا آلہ ہونا چاہیے۔

## 3. کرین / لوڈرز کی حفاظت کے تقاضے:

- 3.1 مِک اور بک لیچ کو پھٹاہوا / زنگ آلود / مڑا ہوا نہیں ہونا چاہئے۔
- 3.2 خودکار سیف لوڈ انڈیکیٹر کرینوں کے لیے کام کرنے کی حالت میں دستیاب ہونا چاہیے۔
  - 3.3 تار کی رسی پہٹی ہوئی / زنگ آلود / مڑی ہوئی نہیں ہو۔
- 3.4 کرین کی لوڈنگ کی صلاحیت واضح طور پر بوم پر نشان زد ہو اور 3P معاننہ سرٹیفکیٹ سے میچ ہونا ضروری ہے.
  - 3.5 تمام حد سوئچ دستیاب اور کام کرنے کی حالت میں ہوں. (جیسا کہاوور لوڈ / بوم کی حد).
    - 3.6 ہائیڈرولک سلنڈر اور آؤٹ ریگرز میں تیل لیک نہ ہو .
      - 3.7 آؤٹ ریگر مکمل طور پر قابل توسیع ہونا چاہیے۔
  - 3.8 گاڑیوں کی حفاظتی گارڈز کو تمام متحرک اور گھومنے والے حصوں کو ڈھانپنا چاہیے۔
    - 3.9 كرين رجستريشن سرتيفكيث دستياب بونا چابير-
    - 3.10 درست 3P پارٹی معائنہ سرٹیفکیٹ دستیاب ہونا چاہیے ۔
      - 3.11 كرين آپريٹر كا درست لائسنس دستياب ہونا چاہيے.
    - 3.12 کرین آپریٹر کا درست تربیتی سرٹیفکیٹ دستیاب ہونا چاہیے -
      - 3.13 مصدقہ ریگر کرین کے ساتھ دستیاب ہونا چاہیے۔
- 3.14 جب کرین کا آپریشن جاری ہے تو تمام اہلکاروں کو کرین اور بھرے ہوئے مواد سے کام کا محفوظ فاصلہ برقرار رکھنے کی ضرورت ہے۔
- 3.15 صرف کرین سگنل پرسن یا بینکس مین کو ہی کرین کی نقل و حرکت کی رہنمائی کرنے کی اجازت ہوگی لیکن لفٹنگ کے دوران محفوظ فاصلہ رکھا جانا چاہئے ۔