

UNDERGROUND COAL GASIFICATION UCCURRENCE THAR TH



Tender Document

For the Supply of High Pressure Compressors (Islamkot, Dist: Mithi, Sindh)

Tender No: UCG/103-04-15

Day.

M/s			
	-		

Invitation to Tender and General Instructions.

Dear Sir

I invite you to tender for the supply of "High Pressure Compressors" in accordance with the description of items at Schedule "A". Buyer has the right to purchase one set or 4 sets.

2. Delivery of Tender: -

- a) Quotation must be complete in all respects. Please attach brochures where necessary.
- b) Only those quotations will be considered where:
 - The bidders registered capital should be more than USD 5 million or Pak. Rupees 500 million.
 - II) The last two years of audited balance sheet and profit statement should be attached with the technical bid.
 - III) Certificates of satisfactory performance from multiple customers using "High Pressure Compressors" provided by the bidder should be provided. At least two such certificates from overseas customers of satisfactory operation should also be provided.
- c) The price should be complete along with spares and cooling water system if the machine is water cooled. It should include supply, installation and commissioning.
- Earnest money equivalent to 1% of the total cost in the shape of Bank Draft or Pay Order or Bank Guarantee in favour of MD, UCG Thar must accompany the tender.
- e) The tender duly sealed will be addressed 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 sealed tender must reach this office on the date and time specified in the "Schedule A / Tender Notice" at Underground Coal Gasification project Thar, C/O Manager, National Bank of Pakistan, Islamkot Branch, Islamkot, Tharparkar Sindh. Ph: # 0232-923008 Cell # 0342-1220408.

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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 Site of UCG Thar Project Block "V" Bhambnio Bheel Islamkot Dist: Mithi Sindh Pakistan, one hour before opening time.

4. Terms of Payment.

As per agreement with the successful bidder.

5. Warranty.

All goods/stores offered would be brand new, from current production and will be governed as per warranty clause.

6. Validity of Offer.

The validity period of quotations must be indicated and should invariably be 120 days from the date of opening of commercial offer.

7. Photocopies of Documents.

Following information/copy of documents must be provided/attached with offer: -

- a) A copy of letter from the Bank showing firm's financial capability.
- b) Income tax No. to be mentioned on the offer and copy of Registration Certificate issued by Sales Tax Department.
- c) Copy of original Principal/Agency Agreement.

8. Disqualification.

Offers will 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) 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.
- g) Where the supplier or his Principal has not provided a verifiable list (with addresses & phone numbers) of end users of using "High Pressure Compressors" along with certificates of satisfactory performance from end users.



9. Rights Reserved.

UCG may reject all or any bid subject to relevant provisions of SPP Rules, 2010.

10. Application of Official Secret Acts.

All the matters connected with this enquiry and subsequent actions arising there from come within the scope of the official Secret Act, 1923. You are, therefore, requested to ensure complete secrecy regarding documents and stores concerned with the enquiry and to limit the number of your employees having access to this information.

11. Force Majeure.

As per international law.

12. Subletting.

Supplier is not allowed to sublet wholly or part of the contract to any other firm/company without prior permission of the Purchaser. Firm found in breach of this clause will be dealt with as per purchaser's right and discretion.

Faithfully Yours

Procurement Officer Underground Coal Gasification project Thar C/O Manager, National Bank of Pakistan, Islamkot Branch, Islamkot Tharparkar Sindh. Ph: #0232-923008

Cell # 0342-1220408

Email: poucgthar@gmail.com



TECHNICAL PARAMETERS

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

- a) The "High Pressure Compressors" should conform to specification/service requirements and technical data. 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)** "High Pressure Compressors" delivered would be brand new, from current production, conforming to purchaser specifications. Quality certification/inspection documents will be provided to the purchaser confirming the quality of the product being supplied under this contract.
- Inspection/Testing of Store. Inspection/testing will be carried out by the
 concerned inspecting team/inspector as detailed by the purchaser in
 accordance with the laid down acceptance criteria.
- Change in Specification/Manufacturer/Model. No alteration in make/brand and quality of stores will be entertained after the tenders have been opened. Any change/improvement will require approval of technical authority designated by the buyer.
- 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 a set of following documents free of cost for technical scrutiny of the offer (as applicable):
 - a) Technical literature of each item with brochure.
 - b) Manufacturer's Specifications/Technical Data/Process Drawings of each item.
 - c) Acceptance test procedure/criteria of each item.
 - d) Country of origin of each item and port of shipment.

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Schedule "A"

SCHEDULE TO TENDER

UCG - 103-04-15 1. I/T No.

- 2.
- Time and Date of Technical Opening at 1500 hrs on 26-05-2015
 Time and Date of Financial Opening at 1500 hrs on 28-05-2015 3.

S#	Description of Stores	Qty	Price Per Unit C & F	Total Price C & F
01.	High Pressure Compressor for Air: Rated Pressure 2 MPa (20 bar) Rated Flow 40 Nm3/min Noise Level ~85dB(A) Power Source AC, 3 phase, 50Hz, 380-440 Volts, Discharge Temperature of Air (After Cooling)= 60°C Suitable for continuous operation, shall have intake filter to suit dusty / sandy environment and the compressors should be HAT Version (High Ambient Temperature), Robust unit, shall require minimum maintenance, equipped with suitable cooling water system, which will have to be provided by the bidder if the machine is water cooled. Auto On/Off, Protective safety devices and Alarm Systems, Digital display control panel, warranty for trouble free service of 01 year, Guaranteed after sale/service. Essential spares for two years operation The high pressure air compressor shall be of any reputed manufacturer.			

Grand Total	C&F Cost (Inclus	ive of all	applicable	taxes)	in
US Dollar					



Special Instructions.

- 01.UCG Reserves the Right to place a Partial Order for the equipment and to establish a Partial LC.
- 02. Delivery date must not be more than <u>3 months</u> from the date of opening of Local L/C.
- 03. Quotation will be submitted on C & F Basis.
- 04. UCG Site Data is at Annexure B

Annexure - B

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UCG SITE DATA

- Soil bearing capacity is approx 0.75 1.5tons/ft2.
- Recorded maximum rain fall approx 441mm/year.
- Maximum dry bulb temperature ambient 50c.
- Ground temperature (Max 54.4c, Min 7.2c).
- Direction of prevailing wind is SW.
- Average barometric pressure is 14.7 Psi.
- Maximum wind velocity for designer is 120km/hr.
- Seismic factor 2 with ground acceleration of 0.15g.
- Average wet bulb temperature is 4 5 °C less than dry bulb temperature.
- Occasional strong sandy winds blow in-between April to August.
- Well water (raw water) TDs ranges from 5000-7000 ppm.

AVERAGE MAXIMUM, MINIMUM TEMPERATURE & AVERAGE RELATIVE HUMIDITY

Month	Avg. Min Temp	Avg. Max Temp	Range of Relative Humidity
Jan – Apr 2014	5C	39 C	56- 68%
May – Aug 2014	23 C	45 C	58 – 78 %
Sep - Dec 2014	16 C	38 C	62-70 %



PART 1 - GENERAL TENDERING INSTRUCTIONS

- 1.1 The quotation shall be **strictly in accordance** with Underground Coal Gasification Project Than's Tender Document.
- 1.2 Only those quotations will be considered where the bidder is either manufacturer of reputed brand or a sole agent of the reputed manufacturer. List of client with address should be supplied with the technical bids. Incomplete quotation will be rejected
- 1.3 Actual order quantity of items / categories can be decreased or increased.
- 1.4 The quoted prices should be in **US Dollar**; otherwise your bid will automatically be rejected. Bidders have to quote their prices based on Underground Coal Gasification Project Thar's Tender Document conditions.
- 1.5 Bidders when submitting their Bid should stamp by their official stamp all the pages of the received Tender Document.
- 1.6 Bidders have the right to **request for clarification** provided that any request is received at least five calendar days prior to the date of opening of bid.
- 1.7 Answers to questions seeking for clarification of technical matters will be sent to all Bidders without identifying the source of the query.
- 1.8 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.
- 1.9 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.
- 1.10 Bid closing date is as mentioned in schedule A / tender notice. 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 Article 1.14 of this General Tendering Instructions, Bidders are not allowed to modify or add anything to or to withdraw their Bid after Closing Date.



1.11 Bidder should indicate his full acceptance of:

- Underground Coal Gasification Project Thar 's General Purchasing Terms
- Standard Conditions of the Contract
- Special Conditions of the Contract

Tender docoments to be delivered to:

The tender duly sealed will be addressed 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 one hours before the date and time specified in the "Schedule A / Tender Notice" at Underground Coal Gasification project Thar, C/O Manager, National Bank of Pakistan, Islamkot Branch, Islamkot, Tharparkar Sindh. Ph: #0232-923008 Cell #0342-1220408, Email: poucethar@gmail.com

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 Site of UCG Thar Project Block "V" Bhamnio Bheel Islam Kot Dist: Mithi Sindh Pakistan, one hour before opening time.

1.12 The bid package must consist of two sealed envelopes:

First envelope marked: "UCG 103 - 04- 15" -TECHNICAL OFFER" should contain:

- A copy of the first page of the received Tender Document
- Statement of acceptance of all tender terms of Underground coal gasification project Thar.
- The technical documentation and technical specifications with references, statements, literature, drawings, as appropriate. An un-priced financial offer shall be made part of the technical offer.
- A CD containing the contents of the Technical Offer envelope in electronic form.



Second envelope marked: "UCG: 103 - 04 - 15" - FINANCIAL OFFER" should contain:

- A financial offer
- 1% of total cost of the bid as earnest money in shape of Bank Draft / Pay
 Order / Bank Guarantee in favour of MD UCG Thar
- A price sheet as per Schedule "A" of Contract.
- Additional price information, if any, to be submitted on separate sheet.
 Itemized prices shall be quoted by bidder
- A CD containing the contents of the Financial Offer envelope in electronic form.

Note that: No prices to be shown in first envelope

- Second envelope should contain **prices only**, with no reservations
- Failing to submit two envelopes or omitting any of the requested information will lead automatically to the rejection of the bid.
- Envelopes shall be opened in the same sequence as request.
- The evaluation of any company shall not be continued in case they fail to meet the criteria of the envelope requirements.
- 1.13 One offer only will be accepted from each bidder.
- 1.14 The quotation must be valid for at least 120 days after bid closing.
- 1.15 In case bidder does not want to participate, he is advised to inform: Underground Coal Gasification Project Than by return mail referring to relevant Tender #

Letter should be addressed 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

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



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

1.18 In the first envelope the mailing address and telex and/or fax number of

the bidder should be clearly seen.

1.19 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.

1.20 Bidder must submit earnest money in second envelope. This earnest

money (in the shape of bank guarantee/ Bank draft / pay order) must

be equal to 1% of total value of work.

1.21 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 120 days after receiving of bid.

PART 2 - ADDITIONAL TENDERING INSTRUCTIONS

2.1 The equipment specifications contained in Schedule represent the minimum

requirement which UCG Project Thar considers necessary to accomplish

concerned job.

2.2 All items listed in Schedule and later on should be addressed in the same

order and detail as specified.

2.3 If additional information or details are needed, please contact:

Mr. Muhammad Shamim Bhatti

Underground coal gasification project Thar Pakistan's.

Tel: +232-923007, Cell: +0300 8541449

E-mails:ucgthar@gmail.com

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

reference number.

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PART 3 - GENERAL PURCHASING TERMS

- 3.1 Payment Terms: As per agreement with the successful bider
- 3.2 Delay Penalty: As per clause 15 of the contract.
- 3.3 PROJECT reserves the right to accept other than the lowest Bid, to split the Contract between multiple CONTRACTORS and to accept or reject any Bid in whole or in part, or to reject all Bids subject to relevant provisions of SPP Rules, 2010 and if no Bids are accepted, to abandon the work or to have the work performed in such manner as the Issuer may elect, in this later case all Bids received will be sent back as received to the Bidders.
- 3.4 PROJECT shall not be liable for any costs and/or expenses incurred by the Bidder in the preparation and delivery of the Tender.
- 3.5 The Tender, any supporting documentation and the Contract shall be in the English language.
- 3.6 **Pricing**: PROJECT shall make no advance payment to the successful Bidder.
- 3.7 Delivery period must not be more than 03 months 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.



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UNDERGROUND COAL GASIFICATION PROJECT THAR



CONTRACT

UCG Thar Project Block "V" Bhambnio Bheel Islamkot Dist: Mithi Sindh Pakistan

,PROCUREMENT DIVISION

CONTRACT No. <u>UCG-103</u>	3-04-15 Dated <u>, 2015</u>
An agreement made on the _	day ofTwo Thousand and
Fifteen. Between the UCG (hereinafte	er called the 'PURCHASER') of the one
part and Messrs	herein after called the "SUPPLIER" of
the other part.	
Whereby it is agreed that the F	Purchaser shall purchase and the Supplier
shall sell the equipment described in the	ne schedule at the price mentioned therein
subject to the special conditions covered	d in the contract and the international law.
1. Name of Project: UNDERGROPROJECT	OUND COAL GASIFICATION THAR
2. Description of Equipment:	As per Schedule attached at Schedule "A"
3. Consignee:	UCG Thar
4. Details of Item:	High Pressure Compressors
	ete technical specifications of the items are ched at Schedule "A".
<u>Details</u> : Details of stores as per sc. 5. Total C&F Value:	hedule "A".

	5.1	US \$, <u>.</u>	US Dollar)
6.	Term 6.1 6.2 6.3	2% w of sat	payment will be rele ill be retained as per isfactory operation.	eased against shipping af formance guarantee to be ed after installation & co	e released after one year
7.	Time of Delivery: Within Three Months after receipt of order and L/C.				
8.	Principal/ Manufacturer:		anufacturer:	M/s	
9.	Sole I	Distribu	itors/ Agent:	M/s	
10.	Coun	try of (Origin:		
11.	1. Installation/Acceptance: M/s shall arrange fre installation of the equipment. The consignee shall provide electrical connections switchboards, panels, electric wiring and other related services.				
12.	Training: The seller will provide free training to the staff of <u>UCG</u> .			of <u>UCG</u> .	
	3. Operating Manual/ Brochure: Operation Manual, Maintenance Manual and Spare Parts List in English language shall be supplied with the equipment.				
14. W	arrant	y/Guar	antee: As per Anne	x "A"	
		14.1 equip	One Year from t		and commissioning of
	14.2 The "Supplier" undertakes free after sales service for the entire warranty period from the date of installation of the equipment with free supply of parts.				
		14.3		anty period the "Supplie o for up to ten (10) years uired.	
		14.4	Firm will maintain warranty period for the supplier)	a sizeable inventory of р т emergency repairs. (L	parts free of cost during ist will be provided by

- 15. Imposition of Liquidated Damages: The supplier is liable to pay the stipulated liquidated damages for the period of delay @ 2% per month of the total value of the contract. This will be levied for the period exceeding the original delivery period subject to provision that the total liquidated damages thus levied will not exceed 10% of the contract value.
- 16. Force Majeure: The supplier does not undertake any responsibilities of delivery of stores according to delivery schedule in case of labour unrest, civil commotion, strike, riots, war, act of God at the supplier/ manufacturer's end. This shall not include non- availability of raw material for the manufacture of stores or of



availability of export permit for the export of the contracted stores from the country of its origin.

17. Packing / Marking Instructions:

- 17.1 As per packing worthy of international standards so as to ensure that the consignment is free from loss or damage on arrival at the ultimate destination. Any loss occurred paid due to wrong marking, shall be made good by the supplier and all the expenses incurred by <u>UCG</u> as a result of wrong packing shall be recovered from the supplier.
- 17.2 In case of damage of stores due to improper packing, the supplier will be responsible for replacement of the equipment/stores, free of charge.
- 17.3 Packages will be marked as per following details:-
- a. Gross weight (KGs), dimensions and consignment number (Top side)
- b. Consignee Name, name of destination, Numbering of Packages and Contract No and date.

18.	Inspectio UCG	n: At consignee's en	nd jointly by representative of M/sa	nd
	18.1 In	specting Authority:	Designated rep. of MD UCG	
	18.2 Pl	ace of Inspection:	<u>.</u>	

- 19. Short Shipment: Short shipment, if any, will be the responsibility of the "Supplier".
- 20. Performance / Bank Guarantee Clause: To ensure satisfactory performance 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 and commissioning.
- 21. Modification / Amendments to Contract: This contract may be modified / amended to include fresh clause (s) to the mutual agreement by the supplier and the purchaser. Such modification shall form an integral part of the contract.

22. Insurance:

- **22.1** The supplier will arrange Insurance cover of the equipment upto the consignee's end.
- 23. Failure and Termination: If the supplier fails to deliver the stores or any consignment within the period prescribed, then on the expiry of 30 days after such period the purchaser shall be entitled to take either of the following actions:-
 - 23.1 To cancel the contract.
 - 23.2 To purchase elsewhere store not delivered totally or partially at the risk and expense of the supplier. The supplier shall also be liable for any loss, which the purchaser may sustain on this account but shall not be entitled to any gain on re-purchase made against the contract.



- 24. Purchaser's Right: The purchaser reserves the right of deletion, addition and cancellation of the contract, in part or full without assigning any reason whatsoever and without financial repercussion on either side within 30 days after the issuance of contract. Such information will be passed to the seller by the purchaser through the fastest possible means i.e. Telephone, Fax, Telex, Cable, Telegram, E-mail etc.
- 25. No Demand Certificate: The supplier will submit 'NO DEMAND CERTIFICATE' on the completion of contract.
- 26. Secrecy: The foreign suppliers / contractors undertaking alongwith 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 suppliers contractors should note that the contract is governed by the laws of Pakistan.
- 27. Arbitration: The contracting parties shall endeavor to resolve all their difference / disputes if any arising out of this contract. The matter in dispute or difference shall be referred to the decision of the MD UCG. His decision thereon shall be final and binding on the parties. The venue of arbitration shall be the place to be notified by the arbitrator at his discretion.

28. <u>Undertaking</u>

- 28.1 M/s when signed contract No.UCG-103-04-15 unconditionally guarantee the full and proper performance of this contract and hereby under take to accept all liabilities to compensate the "Purchaser" for Acts / Defaults of our Principals.
- **28.2** We undertake that manufacturing date of our products / stores will not be more than three months old by the date of delivery.

SIGNATURE

SUPPLIER	<u>PURCHASER</u>
M/s	M/s. UCG, ISLAMABAD
Designation	Designation: Managing Director
Name	Name: Dr. Muhammad Shabbir, H.I., S.I.
Date :	Date:

WARRANTY/GUARANTEE CERTIFICATE

The M UCG	anaging Director	
Islamal	oad	
From:	M/s	
Order l	No	dated _
1.	in accordance with the used whether or not of standards and are of g article or part thereof w	at the goods supplied against the above contract are in all respects relevant specifications and terms of the order and that material of our manufacture are in accordance with the latest approved good workmanship/quality. We shall replace free of cost every which before use or in use shall be found defective or not with in of specifications / requirements or in any way not in accordance or note.
2.		to replace the defective stores free of cost with in the period aser, we will pay the relevant cost including all other expenses
3.	The supplier also under	takes to make good the deficiency in supply, if any.
4.	commissioning/receipt be supplied by the succe	remain valid for (12) twelve month after the date of of generators. During the guarantee period the spare required will essful bidder free of cost. One year additional maintenance will be ost of parts for additional year will be borne by the client.
Signat	ure:	
Relatio	onship with the firm:	Director
Date a	nd seal of the firm:	

Ding

Guarantee #	
Original date of issue	
Amount in figure	
Date of expiry	
Account M/S	

MD, Underground Coal Gasification Project Thar, Government of Sindh, Liaison office, House No. 28, Street No.03, E-11/4, Islamabad.

BANK GUARANTEE

In consideration of M/s
Rs against Tender no. UCG due on for the supply of (hereinafter called the Bid)
And whereas we (Bank Name) office at (Branch name in full address) hereby agree to execute a Bank Guarantee in your favour an undertake.
To make an unconditional payment of Rs

Any claim arising out of this guarantee must be lodged in writing with this bank within the period this guarantee is valid and or before the date of its expiry i.e. ----- after this date this guarantee will be considered null and void and should be returned to us for cancellation.

This guarantee is not transferable or assignable.

This guarantee is to be governed and construed in accordance with the Laws of the Islamic Republic of Pakistan.



