

# UNDERGROUND COAL GASIFICATION PROJECT THAR



# Tender Document

Supply of High Pressure Reciprocating Piston Type Compressor for Upgradation of existing Compressor Station from 8 bar to 20 bar. (Islamkot, Dist: Mithi, Sindh)

Tender No: UCG/105-08-15

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#### Invitation to Tender and General Instructions.

#### Dear Sir

I invite you to tender for the "Supply of High Pressure Reciprocating Piston Type Compressor for Upgradation of existing compressor station from 8 bar to 20 bar." 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: -

- Quotation must be completed in all respects. Please attach brochures where necessary.
- 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 "Supply of High Pressure Reciprocating Piston Type Compressor for Upgradation of existing compressor station from 8 bar to 20 bar" 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 completed along with spares and cooling water system if the machine is water cooled. It should include supply, installation, commissioning and operational safety compliance.
- Earnest money equivalent to 2% 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 # 0344-4655000
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 # 0344-4655000

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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. <u>Terms of Payment.</u>

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 90 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: -

- 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) using "Supply of High Pressure Reciprocating Piston Type Compressor for Upgradation of existing compressor station from 8 bar to 20 bar" along with certificates of satisfactory performance from end users.

#### 9. Rights Reserved.

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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 # 0344-4655000
Email: poucgthar@gmail.com

### TECHNICAL PARAMETERS

### 1. Technical Specifications.

- a) The "Supply of High Pressure Reciprocating Piston Type Compressor for Upgradation of existing compressor station from 8 bar to 20 bar" 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) "Supply of High Pressure Reciprocating Piston Type Compressor for Upgradation of existing compressor station from 8 bar to 20 bar" 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.
- 3. <u>Change in Specification/Manufacturer/Model.</u> 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, maintenance and service 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 / (P&ID) 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 TO TENDER**

I/T No. 1.

UCG - 105-08-15

- Time and Date of Technical Opening at 1500 hrs on 30-09-2015 Time and Date of Financial Opening at 1500 hrs on 01-10-2015 2.
- 3.

S#	Description of Stores	Qty	Price Per Unit C & F	Total Price C & F
	Supply of High Pressure Reciprocating Piston Type Compressor for Upgradation of Existing compressor station from 8 bar to 20 bar.			
01.	Rated Discharge Pressure: 20 bar Inlet Pressure: 7 bar (From Existing System) Rated Flow: 80 Nm³/min Noise Level: ~85dB(A) Power Source: AC, 3 phase, 50Hz, (available) 380- 440 Volts Starting Method: Variable frequency drive	04		
	Details of Available system: Compressor Type: Screw Type Number of Compressors: 08 Make of Compressor: Atlas Copco Model: GA -250 Working Pressure (max): 8.5 bar (e) Outlet Flow: 40 Nm³/min(each) Input Power: 258 KW (each) Discharge line Dia: DN100, Sch40 Starting Method: Star Delta			
	Control System: PLC based compressor control system must be equipped with control panels for each HP reciprocating piston type compressor operating independently as well as all together ,analyzing startup, shutdown sequences and Alarm signals from existing LP Screw compressors and (procured) HP compressors, safe interlocking schemes, Auto On/Off, Protective safety devices, Digital display showing major/critical parameters, data logging / Historian and Master control integrated console for control & monitoring of Compressor station.			



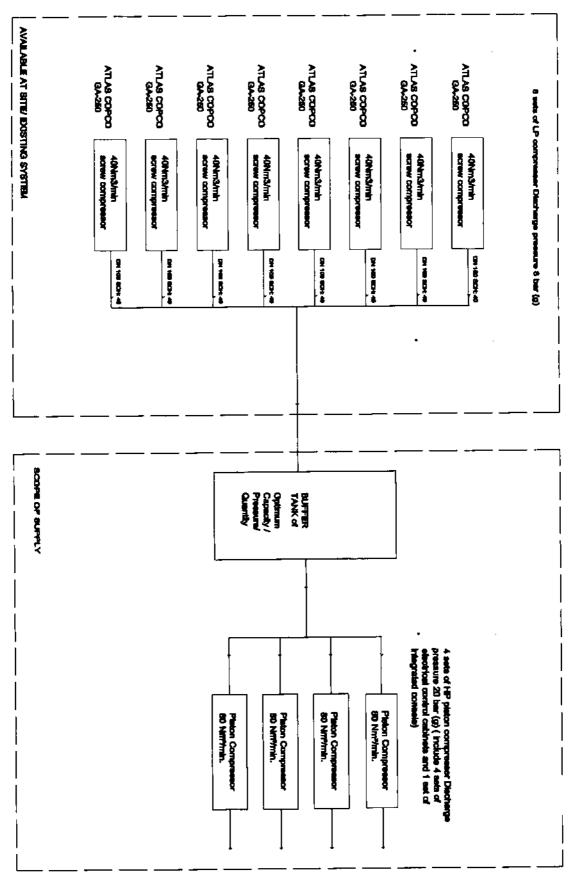
	osed / Desired system drawing Attached	
Sched	Tute-6	ļ
1	oiping work, valves, instruments, buffer	
tanks		
	y devices and control system must comply  System operational requirement and	
	eding to Safety standards, is in the scope of	
bidde		
аац	Reciprocating compressors must be suitable	
<b>I</b>	ontinuous operation in desert conditions,	
shou	ld be HAT Version (High Ambient	
	perature), Robust unit, requiring minimum	
maın syste	tenance, equipped with suitable cooling	<u> </u>
Syste		ļ
Warı	canty for trouble free service of 01 year,	
Guar	anteed after sale/service.	İ
Essei	ntial spares for two years operation.	
Note	:: These Compressors are to be operated in	
	rt area	

Grand	<b>Total</b>	C&F	Cost in	US Dolla	ar		
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# 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 Schedule C
- 05. Compressors and Cooling Towers are to be suitable for HAT (High Ambient Temperature) and desert conditions.

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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 Thar'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 # 0344-4655000

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 # 0344-4655000, Email: poucgthar@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 105 - 08- 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.

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Second envelope marked: "UCG 105 - 08 -15" "FINANCIAL OFFER" should contain:

- A financial offer
- 2% 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 90 days after bid closing.
- 1.15 In case bidder does not want to participate, he is advised to inform: Underground Coal Gasification Project Thar 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 # 0344-4655000 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.

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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 2% 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 90

days after receiving of bid.

PART 2 - ADDITIONAL TENDERING INSTRUCTIONS

2.1 The equipment specifications contained in Schedule represent the minimum

requirement which UCG Project Thar considers necessary to accomplish

concerned job.

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

and detail as specified.

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

Mr. Muhammad Shamim Bhatti

Underground coal gasification project Thar 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.

### 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.



# UNDERGROUND COAL GASIFICATION PROJECT THAR



Project Block "V" Bhambnio Bheel Islamkot Dist: Mitḥi Sindh Pakistan

### PROCUREMENT DIVISION

	CONTRACT No.	<u>UCG-105-08-15</u> Dated, 2015
		the day ofTwo thousand and fifteen.
Betwe	een the UCG (hereinafter ca	alled the 'PURCHASER') of the one part and Messrs
	herein aft	er called the "SUPPLIER" of the other part.
	Whereby it is agreed that	the Purchaser shall purchase and the Supplier shall
sell th	ne equipment described in t	the schedule at the price mentioned therein subject to
		the contract and the international law.
•		
1.	Name of Project:UNDER	GROUND COAL GASIFICATION PROJECT THAR
2.	Description of Equipmen	nt: As per Schedule attached at
Sche	dule "A"	
3.	Consignee:	UCG Thar
4.	Details of Item:	Supply of High Pressure Reciprocating
		Piston Type Compressor for Upgradation
		of existing compressor station from 8 bar to 20 bar
	Technical Specifications	E Complete technical specifications of the items are

attached at Annexure -A & B.

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

	5.1	US\$	US	Dollar	)	
6.	Tern		yment: ugh L.C			
	<b>6.1</b> 6.2	2% w	payment will be release ill be retained as perfor of satisfactory operation	mance guarantee		
	6.3		payment to be released		& commiss	ioning
7.	Time	e of Del	livery: Within Three M	Ionths after recei	pt of order a	nd L/C.
8.	Prin	cipal/ M	lanufacturer: M	/s	<del>_</del>	
9.	Sole	Distrib	outors/ Agent: N	1/s		
10.	Cou	ntry of (	Origin: _		<del>.</del>	
11.	insta	llation	/Acceptance: Mof the equipment., switchboards, panels,	The consignee	shall prov	ide electrical
12.	Trai	ning: Tl	he seller will provide fr	ee training to the	staff of UCC	<u>i</u> .
<b>13.</b> C	Operati Parts Li	ng Man st in Eng	nu <mark>al/ Brochure:</mark> Operation glish language shall be	on Manual, Main supplied with the	tenance Mar e equipment	nual and Spare
14. V	Varran	ty/Guar	rantee: As per Annexur	e- A		
			One Year from the oment along with parts.		on and com	imissioning of
		14.2	The "Supplier" unde warranty period from with free supply of pa	n the date of ins	sales service tallation of	for the entire the equipment
		14.3	On expiry of warra supply spare parts International market	back up for	up to ten	
		14.4	Firm will maintain during warranty pe provided by the supp	riod for emerge		
15.	stip: total orig	ulated li I value inal deli	of Liquidated Dama iquidated damages for of the contract. This vivery period subject to	the period of de vill be levied for provision that th	lay @ 2% pe the period e total liquio	r month of the exceeding the

16.

Force Majeure:

delivery of stores according to delivery schedule in case of labour unrest, civil

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The supplier does not undertake any responsibilities of

commotion, strike, riots, war, and 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. Inspection: At consignee's end jointly by representative of M/s \_\_\_\_\_and UCG

  18.1 Inspecting Authority: Designated rep. of MD UCG

  18.2 Place of Inspection: \_\_\_\_\_
- **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 UCG. 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 <u>MD UCG</u>. 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>Underta</u>	king

**SIGNATURE** 

- 28.1 M/s \_\_\_\_\_ when signed contract No.<u>UCG-105-08-15</u> 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.

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

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### WARRANTY/GUARANTEE CERTIFICATE

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

#

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/swith address (hereinatter called the
bidder) have requested us to furnish bank guarantee in your favour for the sum of
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.

Notwithstanding anything contained hereinbefore our liability hereunder shall in no even exceed in aggregate the sum of Rs.———. All claims must be lodged with us in writing during working hours upto the expiry date i.e.——— and that the bank shall stand discharged and released of all its obligations under the guarantee after the expiry date and shall be liable for any claim lodged with the bank thereafter irrespective of whether or not the original instrument or guarantee is returned to us dully discharged.



# UNDERGROUND COAL GASIFICATION UC PROJECT THAR TH



## **Tender Document**

For the Supply of Closed Water Cooling Circulatory System for High Pressure Compressors (Islamkot, Dist: Mithi, Sindh)

Tender No: UCG/106-08-15

A

M/s		

### Invitation to Tender and General Instructions.

#### Dear Sir

I invite you to tender for the supply of "Closed Water Cooling Circulatory System for 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 completed in all respects. Please attach brochures where necessary.

Only those quotations will be considered where:

- I) The bidders registered capital should be more than 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 "Closed Water Cooling Circulatory System for 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 completed along with spares and cooling water system if the machine is water cooled. It should include supply, installation and commissioning.

Earnest money equivalent to 2% 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.

d)

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 Sindh
Tharparkar Sindh. Ph: # 0232-923008 Cell # 0344-4655000
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 # 0344-4655000,

This Project will not accept any excuse of delay occurring in post. Tender received after the fixed date/time will NOT be entertained.

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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.

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

### 4. Terms of Payment.

Within thirty working days with the successful bidder after receipt of stores.

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 90 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 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: -

- Earnest money is not attached with the offer.
- b) Offers are found conditional or incomplete in any respect.
- 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.
- 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 "Closed Water Cooling Circulatory System for High Pressure Compressors" along with certificates of satisfactory performance from end users.

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### 9. Rights Reserved.

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

### 10. Aprlication 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 # 0344-4655000,

Email: poucgthar@gmail.com

### TECHNICAL PARAMETERS

### 1. Technical Specifications.

- a) The "Closed Water Cooling Circulatory System for 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) "Closed Water Cooling Circulatory System for 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.
- 2. <u>Inspection/Testing of Store.</u> 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.
- 3. <u>Change in Specification/Manufacturer/Model.</u> 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 if applicable.

nf.

### **SCHEDULE TO TENDER**

1. (/T No. UCG - 106-08-15

- 2. Fime and Date of Technical Opening at 1600 hrs on 30-09-2015
- 3. Fime and Date of Financial Opening at 1600 hrs on 01-10-2015

S#	Description of Stores	Unit	Qty	Price Per Unit FOR	Total Price FOR
· <del>-</del>	Technical Parameters of Closed cooling water circulatory system for HP Compressors:				
	Ciption A Material = Stainless steel Ciption B Material = Fiber				
	Circulation water flow = 150m <sup>3</sup> /H				
	Inlet water temperature =35 to 40 °C	ļ			
01.	Outlet water temperature = 30 to 32 °C	:		,	
	Dry bulb temperature Max = 50 °C		Set		
	Avg Wet bulb temperature = 29 °C				
	Water temperature drop = $5^{\circ}$ C	06			
	Water loss rate of floating ≤ 0.01%				
	Water Type = RO Sweet water				
	TDS = 300 to 550 ppm				
	PH = 7.0 to 8.5				
	Total hardness = Not more than 150 ppm				
	Turbidity = 1 NTU				
	Connection size inlet & outlet = DN 100				
	Inlet Pressure = 0.25MPa (G)				
	Outlet Pressure = 0.5MPa (G)				
	Class = PN 16				· 
02.	Stainless steel water tank Volume 1 m <sup>3</sup> 05 set	06	Set		
03.	Circulating water pump	7	Set		
04.	Electric control cabinet	06	Set		
05.	Water conditioning apparatus	06	Set		
_	(Inclusive Installation and Commissi	oning a	t UCG S	Site)	
Note	: Heat load requirement of Compressor (HRT) va	lue =70	/Hour/C	Compressor	

Grand Total FOR Cost Rs.	_

# **Special Instructions:**

Continue On Next Page

## **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 FOR Basis UCG Site.
- 04. UCG Site Data is at Annexure B
- 05. Compressors and Cooling Towers are to be suitable for HAT (High Ambient Temperature) and desert conditions.

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### **UCG SITE DATA**

- Soil bearing capacity is approx. 0.75 1.5tons/ft2.
- Recorded maximum rain fall approx. 441mm/year.
- 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.
- Occasional strong sandy winds blow in-between April to August.

# AVERAGE MAXIMUM, MINIMUM TEMPERATURE & RELATIVE HUMIDITY AT SITE

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

### Average wet bulb temperature at site

Month	Avg. Min Temp	Avg. Max Temp
Jan-Apr	09 °C	21 °C
May-Aug	25 °C	29 °C
Sep-Dec	14 °C	23 °C

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### PART 1 - GENERAL TENDERING INSTRUCTIONS

- 1.1 The quotation shall be strictly in accordance with Underground Coal Gasification Project Thar'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 **Pak. Rupees**; 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.

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### 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 # 0344-4655000

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 # 0344-4655000, Email: poucgthar@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.

### 7.12 The bid package must consist of two sealed envelopes:

First envelope marked: "UCG 106 - 08- 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.

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Second envelope marked: "UCG: 106 - 08 - 15" - FINANCIAL OFFER" should contain:

- A financial offer
- 2% 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.
- 1.11 The quotation must be valid for at least 90 days after bid closing.
- 1.15 In case bidder does not want to participate, he is advised to inform: Underground Coal Gasification Project Thar 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 # 0344-4655000 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 'n 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 2% 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 90

days after receiving of bid.

PART 2 - ADDITIONAL TENDERING INSTRUCTIONS

2.1 The equipment specifications contained in Schedule represent the minimum

requirement which UCG Project Thar considers necessary to accomplish

concerned job.

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

and detail as specified.

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

Mr. Muhammad Shamim Bhatti

Underground coal gasification project Thar 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.

### 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.
- 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

CONTR	ACT No. <u>UCG-10</u>	<u>6-08-15</u>	Dated	, 2015	
An agreement 1	nade on the	day of _	Two	thousand ar	nd fifteen.
Between the UCG (h	ereinafter called	the 'PUR	CHASER')	of the one	part and
Messrs	herein a	after calle	d the "SUI	PPLIER" of	the other
part.					
Whereby it is ag	greed that the Pur	chaser sha	ıll purchase	and the Sup	plier shall
sell the equipment des	cribed in the sche	edule at th	ne price mer	ntioned there	ein subject
to the special condition	ns covered in the o	contract ai	nd the interi	national law.	
1. Name of Project FROJECT	t: UNDERGRO	OUND CO	AL GASIFIO	CATION TH	IAR
2. Description of	Equipment	As per Se	chedule atta	iched at Sch	edule "A"
3. Consignee:		UCG Th	ar		
4. Details of Item	:		<del></del>	····	_
Technical Spec	cifications: Comp are a	plete tech ttached at	nical speci Schedule "	fications of 'A".	the items
<u>Details</u> : Details	s of stores as per	schedule '	"A".		
5. Total FOR Value:					
5.1 PAK R	upees: Rs.	(PKR _	)		

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- 6. Terms of Payment:
- 6.1 80 % payment will be released against shipping after inspection.
- 6.2 2% will be retained as performance guarantee to be released after one year of satisfactory operation.
- 6.3 18 % payment to be released after installation & commissioning
- 7. Time of Delivery: Within Three Months after receipt of order and L/C.

8.	Principal/ Manufacturer:	M/s
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9. Sole Distributors/ Agent: M/s. \_\_\_\_\_

10. Country of Origin:

- 11. Installation/Acceptance: M/s. \_\_\_\_\_ shall arrange free installation of the equipment. The consignee shall provide electrical connections, switchboards, panels, electric wiring and other related services.
- 12. Training: The seller will provide free training to the staff of <u>UCG</u>.
- 13. Operating Manual/ Brochure: Operation Manual, Maintenance Manual and Spare Parts List in English language shall be supplied with the equipment.
- 14. Warranty/Guarantee: As per Annex "A"
  - **14.1** One Year from the date of installation and commissioning of equipment along with parts..
  - 14.2 The "Supplier" undertakes free after sales service for the entire warranty period from the date of installation of the equipment with free supply of parts.
  - 14.3 On expiry of warranty period the "Supplier" undertakes to supply spare parts back up for up to ten (10) years at International market price whenever required.
  - 14.4 Firm will maintain a sizeable inventory of parts free of cost during warranty period for emergency repairs. (List will be provided by the supplier)
- 15. Imposition of Liquidated Damages: The supplier is liable to pay the stipulated liquidated damages for the period of delay @ 2% per month of the total value of the contract. This will be levied for the period exceeding the original delivery period subject to provision that the total liquidated damages thus levied will not exceed 10% of the contract value.
- 16. Force Majeure: The supplier does not undertake any responsibilities of delivery of stores according to delivery schedule in case of labour unrest, civil commotion, strike, riots, war, and 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.

- 17.1 As per packing worthy of international standards so as to ensure that the consignment is free from loss or damage or 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. Inspection: At consignee's end jointly by representative of M/s \_\_\_\_\_and UCG

  18.1 Inspecting Authority: Designated rep. of MD UCG

  18.2 Place of Inspection: \_\_\_\_\_
- 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 <u>MD UCG</u>. 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.	Undertaking	2

- 28.1 M/s \_\_\_\_ when signed contract No.<u>UCG-106-08-15</u> 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. Muḥammad Shabbir H.I., S.I.
Date :	Date:



#### WARRANTY/GUARANTEE CERTIFICATE

The M UCG	anaging Director
Islama	bad
From :	M/s
Order	NoDated
1.	We hereby guarantee that the goods supplied against the above contract are in all respects in accordance with the relevant specifications and terms of the order and that material used whether or not of our manufacture are in accordance with the latest approved standards and are of good workmanship/quality. We shall replace free of cost every article or part thereof which before use or in use shall be found defective or not with in the limits and tolerance of specifications / requirements or in any way not in accordance with the terms of the tender.
2.	In case of our failure to replace the defective stores free of cost with in the period specified by the purchaser, we will pay the relevant cost including all other expenses incurred by you.
3.	The supplier also undertakes to make good the deficiency in supply, if any.
4.	This warranty will remain valid for (12) twelve month after the date of commissioning/receipt of generators. During the guarantee period the spare required will be supplied by the successful bidder free of cost. One year additional maintenance will be provided free of cost, cost of parts for additional year will be borne by the client.
Sig;na	ture:
Relat	ionship with the firm: Director
Date	and seal of the firm:

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/swith address (hereinafter called the
bidder) have requested us to furnish bank guarantee in your favour for the sum of
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
the lodged in writing with this bank

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.

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## UNDERGROUND COAL GASIFICATION UNDER GROUND COAL GASIFICATION THE PROJECT THAR

#### **Tender Document**

# For the Supply of <u>FLOW METERS</u> Islamkot, District Mithi, Sindh

Tender No: UCG/107-08-15

Page 1 of 18



#### Invitation to Tender and General Instructions.

Dear Sir,

I invite you to tender for the supply of "FLOW METERS" in accordance with the description of items at (Schedule-"A").

#### 2. <u>Delivery of Tender:</u>

- a) Quotation must be completed in all respect and original brochures must be attached.
- b) Earnest money equivalent to 2% of the total cost in the shape of Bank Draft, Pay Order and Bank Guarantee in favour of MD, UCG THAR must accompany the tender.
- c) The tender duly sealed will be addressed to the undersigned.
- 3. <u>Date and Time For Receipt of Tender</u>: Your tender must reach this office by the date and time specified in the "Schedule A". This Project will not accept any excuse of delay occurring in post. Tender received after the fixed date/time will NOT be entertained.

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

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

#### 4. Te:ms of Payment.

Within thirty (30) working days after the receipt and successful inspection of stores

- 5. <u>Warranty.</u> All goods / stores / offered would be brand new, from current production and will be governed as per warranty clause. No escalation in the price will be given from the date of signing the contract.
- 6. <u>Validity of Offer.</u> The validity period of quotations must be indicated and should invariably be 120 days one hundred and twenty days from the date of opening of commercial/ financial offer.
- 7. <u>Photocopies of Documents.</u> 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 having current validity.
- 8. Disqualification. Offers are liable to be rejected if:
  - a) Earnest money is not attached with the offer.
  - b) Offers are found conditional or incomplete in any respect.
  - c) Manufacturer's relevant brochures and technical details on equipment are not attached in support of specifications.
  - d) Received later than appointed/fixed date and time.
  - e) If the validity of the agency agreement is expired.
  - f) If validity of offer is not quoted as required in IT or made subject to confirmation later.
- 9. <u>Rights Reserved.</u> UCG reserves full rights to accept or reject any or all offers including the lowest without assigning any reason.
- 10. Application of Official Secret Act. 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 concerred with the enquiry and to limit the number of your employees having access to this information.
- 11. Force Majeure. As per international law.
- 12. <u>Supletting.</u> 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 # 0344-4655000
Email: poucgthar@gmail.com

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#### **TECHNICAL PARAMETER**

#### 1. Technical Specifications.

- a) The store / equipment should conform to specification/service requirements and technical data/drawing (if applicable). Offer not conforming to required specifications will be rejected. The supplier shall further undertake to provide all the contracted stores/goods as per the specifications.
- b) All stores / items / goods delivered would be brand new, from current production, conforming to purchaser specifications, quality certification/ inspection documents to the purchaser confirming the quality of the product being supplied under this contract. Stores must bear the manufacturer's identification marking/monogram.
- 2. <u>Inspection/Testing of Store</u>. Inspection / testing of the material will be carried out by the UCG before provision of the items at the premises of the Supplier and on issuance of satisfactory certificate from UCG the items / material will be supplied. Final inspection / testing will also be carried out by the UCG after provision of the items / material at UCG premises in accordance with the laid down acceptance criteria.
- 3. <u>Change in Specification / Manufacturer / Model.</u> No alteration in make / brand and quality of stores will be entertained after the tenders have been opened. Any change / improvement will require approval of tech authority/user.
- **4.** <u>Technical Documentation.</u> All catalogues will be supplied free of cost by the supplier at the request of purchaser unless otherwise stated in the contract. The Supplier will provide one sets of following documents free of cost for technical scrutiny of the offer (as applicable):
  - a) Technical literature of each item in English.
  - b) Manufacturer's Specifications/Technical Data/Drawing and packing details etc. of each item in English.
  - c) Acceptance test procedure/criteria of each item.
  - d) Country of origin of each item and port of shipment.

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#### I/T No.

#### UCG/107-08-15

Time and Date of Technical Bid Opening
 Time and Date of Financial Bid Opening

at 1500 hrs on 02-10-2015 at 1500 hrs on 03-10-2015

S. No	Description of item	Qty	Price Per Unit F.O.R	Total Price Per Unit F.O.R
<del></del>	Flow Meter for Air			
01.	Flow Range: 50-5000 Nm³/Hr Temperature: 0-200°C Pressure: 25 bar (g) Protection Class: IP65 Line size: DN100	05	  -  -  -  -	
	All Flow meters are Flange type (Counter flanges inclusive) Flow meters with Flow Conditioner, localized digital display, numeric keys for parameter settings along with built-in Temperature, Pressure & Density compensation.  Flow Meter for Air			
02.	Range: 50-3000 Nm³/Hr Temperature: 0-200°C Pressure: 40 bar (g) Protection Class: IP65 Line s.ze: DN50  All Flow meters are Flange type (Counter flanges inclusive) Flow meters with Flow Conditioner, localized digital display,	05		
03.	numeric keys for parameter settings along with built-in Temperature, Pressure & Density compensation.  Flow Meter for Air Flow Range: 500-25000 Nm³/Hr  Temperature: 0-200°C  Pressure: 25 bar (g)  Protection Class: IP65 Line size: DN200	02		
	All Flow meters are Flange type (Counter flanges inclusive) Flow meters with Flow Conditioner, localized digital display, numeric keys for parameter settings along with built-in Temperature, Pressure & Density compensation			;

	Flow Meter for Syr	n Gas_			
	Flow Range: Temperature:				
04	Pressure: Protect on Class: Line size:	15 bar (g) IP65 DN300	02		
	meters with Flow numeric keys for	Flange type (Counter flanges inclusive) Flow w Conditioner, localized digital display, r parameter settings along with built-in sure & Density compensation			
_ <del></del> } 	Flow Meter for Syr	n Gas			
	Flow Range: Temperature: Pressure:	25bar (g)			
05	Protection Class: Line size:	IP65 DN100	05		
	meters with Flow numeric keys for	Flange type (Counter flanges inclusive) Flow w Conditioner, localized digital display, r parameter settings along with built-in sure & Density compensation.	_		
S. No		Syn gas Component Name		Percentage	e (%)
1		$H_2$	15-20		
2		CO	10-15		
3		CO <sub>2</sub>	20-25		
4	N <sub>2</sub> 40-60				
5	$H_2S$		water / les		
6	H <sub>2</sub> O 0.4 kg of water content / kg of gas				
<del> </del>		SPECIAL INSTRUCTIONS			

Date by which store can be delivered by the firm is to be specified. 01.

Quotation must contain F.O.R Basis value in Pak Rupees. Include break up of 02.

taxes, delivery/ Installation and commissioning cost at UCG site.

Only Manufacturer of Flow Meters or sole distributer can participate along-with relevant Certificates. Bidders participating in tender must provide list of the Flow 03. Meters showing installation in Pakistan. Cost quoted includes delivery installation and commissioning at UCG site Thar coal project Islamkot.

Price should be mentioned separately both in figures and words.

04.

#### **PART 1 - GENERAL TENDERING INSTRUCTIONS**

- 1.1 The quo ation shall be strictly in accordance with Underground Coal Gasification Project Thar Pakistan Tender Book.
- 1.2 Actual order quantity of items / categories can be decreased or increased.
- 1.3 Bidders have to quote their prices based on Underground Coal Gasification Project Thar Pakistan Tender Book conditions.

Bidders when submitting their Bid should stamp by their official stamp all the pages of the received Tender Book.

Bidders have the right to request for clarification provided that any request is received latest 03 days before the bidding deadline.

Answers to questions seeking for clarification of technical matters will be sent to all Bidders without identifying the source of the query.

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.

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.

- Bid closing date is 02.10.2015 at 1400 hours. 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 1.9 of this General Tendering Instructions, Bidders are not allowed to medify or add anything to or to withdraw their Bid after Closing Date. Technical offers will be opened on 02.10.2015 at 1500 hours publically. Financial offers will be opened on 03.10.2015 at 1500 hours.
- 1.5 Bidder should indicate his full acceptance of:

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

Which should be included in the first envelope marked: "PURCHASING TERMS". Failing to observe this procedure will lead to rejection of the bid.

Bidder's only possibility to put forward their exception requests / proposals to the Scope of Work and / or terms of the Contract is when signing their acceptance statement under "PART 4 FORMS FOR TENDER; ENVELOPE 1 - PURCHASING TERMS" to enclose their exception requests/proposals. At no other place or time shall any of the Bidder's remarks and / or requests be acknowledged by Project.

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1.6 Bid package must be submitted in three complete, identical sets in sealed envelopes clearly marked with the reference "UCG/107-08-15" "Tender for Flow Meter" 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 # 0344-4655000
Email: poucgthar@gmail.com

1.7 The bic. package must consist of two sealed envelopes:

First envelope marked: "UCG: 107 - 08 - 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: 107-08-15 FINANCIAL OFFER" should contain:

- A financial offer.
- 2% of total cost of the bid as earnest money in shape of Bank Draft / Pay Order / Bank Guarantee in favour of MD UCG Than
- 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 CID 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.
- Falling to submit two envelopes or omitting any of the requested information will lead automatically to the rejection of the bid.

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- 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.
- 1.8 One offer only will be accepted from each bidder.
- 1.9 The quotation must be valid for at least 90 days after bid closing.
- 1.10 In case bidder does not want to participate, he is advised to inform: Underground Coal Gasification Project Thar by return mail referring to relevant Tender number.

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 # 0344-465500
Email: poucgthar@gmail.com

- 1.11 In case Bidder is interested to participate in the referred Tender, it should send back by fax the attached Acknowledgement Letter to the Project within a fortnight from the receipt of the Tender Book.
- 1.12 Each envelope should be clearly marked with the bidder's company name.
- 1.13 In the first envelope the mailing address and telex and/or fax-number of the bidder should be clearly seen.
- 1.14 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.
- 1.15 Bidder must submit in envelope marked "1" a bid bond. This bid bond must be equal to 2% of total value of work.

The bid bond is to be submitted in the form of a Letter of Guarantee issued by a first class international bank accepted by Underground Coal Gasification Project Thar Pakistan.

The bid bond shall be returned to its owner if his bid is rejected or the bidder is not awarded the Contract. The bid bond must be valid for 3 months 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 iob.
- 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:

M. Shamim Bhatti, Head Gasification Underground Coal Gasification Project Thar Pakistan's. Tel: 92-232 923007 Mob: 00 92 300 854 1449 E-mail: 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: Within** 30 days after receipt of invoices against work done.
- 3.2 **Delay Penalty:** As per clause 15 of the contract Agreement.
- 3.3 PROJECT reserves the right to accept other than the lowest Bid, to split the Contract between multiple CONTRACTORS and to accept or reject any Bid in whole or in part, or to reject all Bids with or without notice or reasons, and if no Bids are accepted, to abandon the work or to have the work performed in such manner as the Issuer may elect, in this later case all Bids received will be sent back as received to the Bidders.
- 3.4 PROJECT shall not be liable for any costs and/or expenses incurred by the Bidder in the preparation and delivery of the Tender.
- 3.5 The Tender, any supporting documentation and the Contract shall be in the English language.
- 3.6 Pricing: PROJECT shall make no advance payment to the successful Bidder. Import Duties of whatever nature in respect of the execution of the Contract together with all othe: taxes, etc., of whatever nature shall be paid by the successful Bidder and the prices quoted shall include such costs. PROJECT will accept no liability for the Bidder's failure to include all taxes, duties and the like in its bid.
- 3.7 Project will negotiate the exceptions if any with the bidders before finalizing the evaluation, the outcome of which will have the impact on the ranking of the bidders.

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#### **UNDERGROUND COAL GASIFICATION** PROJECT THAR



#### **CONTRACT**

#### UNDERGROUND COAL GASIFICATION PROJECT THAR

#### **PROCUREMENT DIVISION**

CONTRACT	NO Dated	
An agreement made on the _	day of	Two thousand and
thirteen. Between the UCG (	hereinafter called the "PURCI	HASER) of the one part and
Messer	herein after called the "SUPP	LIER" of the other part.
Whereby it is agreed that th	e Purchaser shall purchase ar	nd the Supplier shall sell the
equipment described in the so	chedule at the price mentioned	I therein subject to the special
conditions covered in the cont	ract and the international law.	
	MADNING	

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

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1.	Name of Proj	iect: UNDERC	GROUND COAL GASIFICATION	THAR PROJECT
2.	ĺ	of Equipment:		
<b>∠.</b>	-	n Equipment.	-	ridicadie 11 j.
3.	Consignee:		UCG ISLAMKOT	
4.	Details of I	tem:		
	hnical Specifica nexure "A").	<b>ations:</b> Complete	e technical specifications of the ite	ms are at
5.	Total FOR	Value:		
5	.1 <u>PAK</u>	Rupees: Rs	(PKR	)
	erms of Payme			
	•	yments will be re	eleased after delivery / inspection	of consignment
	<b>6.2</b> 2% pay	ment will be reta	ained as performance guarantee.	
7. 8. 9.	Time of deliv Principal / M Sole Distribu	ery: lanufacturer ators/ Agent:	M/s	
10.	Country of C	Origin;		
11. 12. 13.	installation of switchboards Training: The Operating M	f the equipmen s panels, electric	M/sshall  at. The consignee shall provide electorizes and other related services wide free training to the staff of UC e: Operation Manual, Mainten	ectrical connections, 
Spar	re Parts List in E	nglish language	shall be supplied with the equipm	nent.
14.		uarantee: As per		
	14.1		the date of installation of equipme	ent.
	14.2	The "Supplier' warranty perio free supply of p	" undertakes free after sales se ed from the date of installation of parts.	rvice for the entire the equipment with
	14.3	supply spare p	f warranty period the "Supploarts & after sales service.	
	14.4	Firm will ma	intain a sizeable inventory of	parts free of cost
				Page <b>13</b> of <b>18</b>

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during warranty period for emergency repairs. (List will be provided by the supplier)

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

#### 17. Packing/Marking Instructions:

- 17.1 As per packing worthy of international standards so as to ensure that the consignment is free from loss or damage on arrival at the ultimate destination. Any loss occurred due to wrong marking, shall be made good by the supplier and all the expenses incurred by UCG as a result of wrong packing shall be recovered from the supplier.
- 17.2 In case of damage of stores due to improper packing, the supplier will be responsible for replacement of the equipment/stores, free of charge.
- 17.3 Packages will be marked as per following details:
  - 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. Inspection: At consignee's end jointly by representative of and M/s \_\_and UCG
  - 18.1 Inspecting Authority: Designate

Designated rep. of MD UCG

18.2 Place of Inspection:

<u>Suppliers premises</u>

19. Short Shipment: Short shipment, if any, will be the responsibility of the "Supplier".

20. Performance / Bank Guarantee Clause: To ensure timely and correct supply of stores, the firm will furnish 1 % 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

Page 14 of 18



- date of installation.
- 21. Modification / Amendments to Contract: This contract may be modified / amended to include fresh clause (s) to the mutual agreement by the supplier and the purchaser. Such modification shall form an integral part of the contract.
- 22. Insurance:
  - 22.1 The supplier will arrange Insurance cover of the equipment upto the consignee's end.
- 23. Failure and Termination: If the supplier fails to deliver the stores or any consignment within the period prescribed, then on the expiry of 30 days after such period the Purchaser shall be entitled to take either of the following actions:-
  - **23.1** To cancel the contract.
  - 23.2 To purchase elsewhere store not delivered totally or partially at the risk and expense of the supplier. The supplier shall also be liable for any loss, which the purchaser may sustain on this account but shall not be entitled to any gain on re-purchase made against the contract.
- 24. Purchaser's Right: The purchaser reserves the right of deletion, addition and cancellation of the contract, in part or full without assigning any reason whatsoever and without financial repercussion on either side within 30 days after the issuance of contract. Such information will be passed to the seller by the purchaser through the fastest possible means i.e. Telephone, Fax, Telex, Cable, Telegram, E-mail etc.
- 25. No Demand Certificate: The supplier will submit 'NO DEMAND CERTIFICATE' on the completion of contract.
- 26. Secrecy: The foreign suppliers / contractors undertaking along-with the local firm / agent that any information about the sale / purchase of stores under their contract shall not be communicated to any person other than the manufacturers of stores who to hall maintain strict secrecy and under no circumstance any information shall be given to any person or agency not authorized by MD <u>UCG</u>. The foreign supplier's contractors should note that the contract is governed by the laws of Pakistan.
- 27. **Arbitration:** The contracting parties shall endeavor to resolve all their difference. / disputes if any arising out of this contract. The matter in dispute or difference shall be referred to the decision of the **MDUCG**. His decision thereon shall be final and binding on the parties. The venue of arbitration shall be the plant to be notified by the arbitrator at his discretion.





28.	<b>Undertaking</b>
	CALLEY THEFT

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

#### **SIGNATURES**

CLIDDI IED	<u>PURCHASER</u> .
<u>SUPPLIER</u>	M/S UCG Project Thar
M/S	Designation: Managing Director
Designation	Name: Dr. Muhammad Shabbir, HI, SI
Name	Date
Date:	

aff

#### WARRANTY/GUARANTEE CERTIFICATE

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

m

	Annexure-C
Guarantee #	
Original date of issue	<u> </u>
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/swith address (hereinafter called the bidder) have
requested us to furnish bank guarantee in your favour for the sum of 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 To you upon your written demand, stating any failure or default on its part or any of its obligation, commitments, liabilities or responsibilities as per tender, until the expiry of the validity of the guarantee but in no even later than———date——— which is the expiry date of this guarantee.
Any clairs 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.———————————————————————————————————
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.
Notwithstanding anything contained hereinbefore our liability hereunder shall in no even exceed in aggregate the sum of by an example. All claims must be lodged with us in writing during working hours upto the expiry date i.e. and that the bank shall stand discharged and released of all its obligations under the guarantee after the expiry date and shall be liable for any claim lodged with the bank thereafter prespective of whether or not the original instrument or guarantee is returned to us dully disclosured.

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### UNDERGROUND COAL GASIFICATION PROJECT THAR



#### **Tender Document**

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

Tender No: UCG/108-08-15

M/s						
	 	- <del>-</del>	_	 	 	
	 		_			 

#### Invitation to Tender and General Instructions.

#### Dear Sir

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

#### 2. <u>Delivery of Tender:</u> -

- a) Quotation must be completed in all respect, please attach brochures where necessary
  - b) Earnest money equivalent to 2% of the total cost in the shape of Bank Draft or Pay Order in favour of MD, UCG Thar must accompany the tender
  - c) The tender duly sealed should be address to: -

Procurement Officer
Underground Coal Gasification project Thar
C/O Manager,
National Bank of Pakistan,
Islamkot Branch, Islamkot
Tharparkar Sindh

Ph: # 0232-923008 Cell # 0344-4655000, Email: poucgthar@gmail.com

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

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

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

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

- Validity of Offer The validity period of quotations must be indicated 6. and should invariably be for ninety days extendable to one hundred and twenty days from the date of opening of commercial / financial offer
- Photocopies of documents Following information/copy of documents 7. must be provided/attached with offer: -
  - A copy of letter from the Bank showing firm's financial capability a)
  - Income tax No. to be mentioned on the offer and copy of Registration b) Certificate issued by Sales Tax Department
  - Copy of original Principal/Agency Agreement c)
- Offers are liable to be rejected if: -Disqualification 8.
  - Earnest money is not attached with the offer. a)
  - Offers are found conditional or incomplete in any respect. **b**)
  - Manufacturer's relevant brochures and technical details on major c) equipment are not attached in support of specifications.
  - Received later than appointed/fixed date and time. d)
  - Validity of the agency agreement is expired. e)
  - Validity of offer is not quoted as required in IT or made subject to f) confirmation later.
- UCG reserves full rights to accept or reject any or all 9. Right Reserved offers including the lowest without assigning any reason
- Application of official Secret Acts All the matters connected with 10. 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
- As per international law 11. Force Majeure
- Subletting Supplier is not allowed to sublet wholly or part of the 12. 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 # 0344-4655000

Email: poucgthar@gmail.com

#### TECHNICAL PARAMETER

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

- a) The store/equipment should conform to specification/service requirements and technical data/drawing (if applicable). Offer not conforming to required specifications will be rejected. The supplier shall further undertake to provide all the contracted stores/goods as per the specifications
- b) All stores/items/goods delivered would be brand new, from current production, conforming to purchaser specifications, quality certification/inspection documents to the purchaser confirming the quality of the product being supplied under this contract. Stores must bear the manufacturer's identification marking/monogram
- 2. <u>Inspection/Testing of Store</u> Inspection/testing will be carried out by the concerned inspecting team/inspector as detailed by the technical authority of respective service on behalf of the purchaser in accordance with the laid down acceptance criteria
- 3. <u>Change in Specification / Manufacturer / Model</u> No alteration in make/brand and quality of stores will be entertained after the tender has been opened. Any change/improvement will requires approval of tech authority/user.
- 4. <u>Technical documentation</u> All publication, catalogues and technical/operational manuals will be supplied free of cost by the supplier at the request of purchaser unless otherwise stated in the contract. The Supplier will provide one sets of following documents free of cost for technical scrutiny of the offer (as applicable):
  - a) Technical literature of each item
  - b) Manufacturer's Specifications/Technical Data/Drawing and packing details etc. of each item
  - c) Acceptance test procedure/criteria of each item
  - d) Country of origin of each item and port of shipment

I/T No.

UCG/108-08-15 at 1600 hrs on 02-10-2015 at 1600 hrs on 03-10-2015

Time and Date of Technical Bid Opening
 Time and Date of Financial Bid Opening

#### CS PIPES & GI PIPES

Sr. No	Description of Stores	Unit	Qty	Price per unit F.O.R	Total Price F.O.R.
01	Carbon Steel Pipe dia 8", Seamless, Sch: 40, Shall be heat and corrosion resistant.  Coal Gases i.e. mixture of	Meters	4000		
     	Hydrogen Sulphide, Carbon Monoxide and Hydrogen at temperature of >_ 600 °C, confirming to ASTM A-106, Grade B Standard.	Wieters	4000		
02	Carbon Steel Pipe dia 10", ERW Pipe, Sch:20, and confirming to ASTM A-106, Grade B Standard.	Meters	1500		
03	Carbon Steel Pipe dia 6", Seamless Pipe, Sch: 40, and confirming to ASTM A-106, Grade B Standard.	Meters	1500		
04	Carbon Steel Pipe dia 4", Seamless, Sch: 40, and confirming to ASTM A-106, Grade B Standard.	Meters	1500		
05	Carbon Steel Pipe dia 2", Seamless, Sch: 80, and confirming to ASTM A-106, Grade B Standard.	Meters	600		
06	Carbon Steel Pipe dia 1.5", Seamless, Sch: 80, and confirming to ASTM A-106, Grade B Standard.	Meters	300		
07	Carbon Steel Pipe dia 1/2", Seamless, Sch:80, and confirming to ASTM A-106, Grade B Standard.	Meters	120		
08	G.I Pipe 2.5" dia, grade medium by I.I.L or equivalent.	Meters	3000		
09	G.I Pipe 1 inch dia, grade medium by I.I.L or equivalent.	Meters	600		
10	G.I Pipe ½" inch dia, grade medium by I.I.L or equivalent.	Meters	1000		

Grand Total	FOR Cost Rs.		

#### **Special Instructions**

- a) Date by which store can be delivered by the firm is to be specified.
- b) Quotation will be submitted on FOR Basis UCG Site.
- c) Price will be mentioned separately both in figures and words.
- d) Items to be supplied must be new with material testing certificate.

#### PART 1 - GENERAL TENDERING INSTRUCTIONS

- 1.1 The quotation shall be **strictly in accordance** with Underground Coal Gasification Project Thar Tender Document.
- 1.2 Actual order quantity of items / categories can be decreased or increased.
- 1.3 The quoted prices should be in **Pak. Rupees**; otherwise bid will automatically be rejected. Bidders have to quote their prices based on Underground Coal Gasification Project Thar Tender Document conditions.
- 1.4 Bids should officially be stamped by the bidder on all the pages of the Tender Document.
- 1.5 An interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid;
- 1.6 Answers to questions seeking for clarification of technical matters will be sent to all Bidders without identifying the source of the query.
- 1.7 At any time prior to the deadline for the submission of Bids, Project may, for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, modify the Bidding Documents by amendment.
- 1.8 The amendment will be forwarded in writing to all Bidders and will be binding on them. In order to grant Bidders sufficient time to take the amendment into account, PROJECT may, at its discretion, extend the deadline for the submission of Bids.
- 1.9 Bid closing date is 2<sup>nd</sup> October 2015 at 1500 hours local Pakistani time. Bids received after bid-closing date will be automatically rejected. Bids once submitted will have to stand valid during the validity period as stated in Para 6 of this General Tendering Instructions, Bidders are not allowed to modify or add anything to or to withdraw their Bid after Closing Date.
- 1.10 Bidder should indicate his full acceptance of:
  - Underground Coal Gasification Project Thar Pakistan's General Purchasing Terms
  - Standard Conditions of the Contract
  - Special Conditions of the Contract

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

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

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

#### Note

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

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- 1.1.4 In the first envelope the mailing address and telex and/or fax number of the bidder should be clearly seen.
- 1.15 Services offered must be clearly stated and availability of each service must be mentioned keeping in view our schedule stated under Introduction above. This information should be clearly stated and documented in the Technical Offer envelope.
- 1.16 Bidder must submit in "FINANCIAL" envelope the earnest money. This earnest money (in the shape of bank draft / pay order) must be equal to 2% of total value of work.
- 1.1." The earnest money shall be returned to its owner if his bid is rejected or the bidder has not awarded the Contract. The earnest money must be valid for Three months (90 days) after receiving of bid.

#### PART 2 - ADDITIONAL TENDERING INSTRUCTIONS

- 2.1 The equipment specifications contained in Schedule represent the minimum requirement which UCG Project Thar considers necessary to accomplish concerned job.
- 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:

Major (R) Muhammad Ilyas Principal Engineer (Mech) Underground Coal Gasification Project Thar

Tel: # 92-232-923007 Cell # 0346-3380168

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

#### PART 3 - GENERAL PURCHASING TERMS

- 3.1 Payment Terms: Within 30 days after the receipt of invoices against work done.
- 3.2 Delay Penalty: As per clause 11 of the contract.
- 3.3 PROJECT reserves the right to accept other than the lowest Bid, to split the Contract between multiple CONTRACTORS and to accept or reject any Bid in whole or in part, or to reject all Bids with or without notice or reasons, and if no Bids are accepted, to abandon the work or to have the work performed in such manner as the issuer may elect, in this later case all Bids received will be sent back as received to the Bidders.
- 3.4 PROJECT shall not be liable for any costs and/or expenses incurred by the Bidder in the preparation and delivery of the Tender.
- 3.5 The Tender, any supporting documentation and the Contract shall be in English language.
- 3.6 Pricing: PROJECT shall make no advance payment to the successful Bidder. Import Duties of whatsoever nature in respect of the execution of the Contract together with all other taxes, etc., of whatsoever nature shall be paid by the successful Bidder and the prices quoted shall include such costs. PROJECT will accept no liability for the Bidder's failure to include all taxes, duties and the like in its bid.
- 3.7 Project will negotiate the exceptions if any with the bidders before finalizing the evaluation, the outcome of which will have the impact on the ranking of the bidders.
- 3.8 Delivery period must not be more than three months (90 days) from the date of placement of firm order.
- 3.9 In case of a conflict in two clauses, the contents of General Tendering instructions will be final.

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## UNDERGROUND COAL GASIFICATION PROJECT THAR



#### **CONTRACT AGREEMENT**

#### PROCUREMENT DIVISION

CONTRACT No. "UCG/Dated, 2015				
An agreement made on the day of November Two Thousand and For	urteen.			
Between the UCG (hereinafter called the 'PURCHASER') of the one part an	d <b>M/S</b>			
herein after called the "SUPPLIER" of the other part.				
Whereby it is agreed that the Purchaser shall purchase and the Supplier shall self				
the equipment described in the schedule at the price mentioned therein subject to the				
special conditions covered in the contract and the international law.				
WARNING				

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

1.	Name of Project: UNDERGR	OUND COAL GASIFICATION THARPROJECT
2.	Description of Equipment:	As per Schedule attached at Appendix "A"
3.	Consignee:	UCG ISLAMKOT
4.	Details of Item:	
<u>Tech</u>	nical Specifications: Complete te	chnical specifications of the items are at Appendix "A".
5. To	otal FOR Value:	
5.	1 PAK Rupees: Rs.	(PKR)
6.	Terms of Payment:	
	6.1 All payments will be rele	eased after delivery / inspection of consignment.
	6.2 2% payment will be retain	ned as performance guarantee.
7.	Time of Delivery:	
8.	Principal/ Manufacturer:	<u> </u>
9.	Sole Distributors/ Agent:	M/s
10.	Country of Origin:	
11.	Imposition of Liquidated Dan liquidated damages for the per	nages: The supplier is liable to pay the stipulated iod of delay @ 2% per month but not less than 2%

- liquidated damages for the period of delay @ 2% per month but not less than 2% of the value of the un-supplied quantity of the stores. This will be levied for the period exceeding to the original delivery period subject to provision that the total liquidated damages thus levied will not exceed 10% of the contract value.
- 12. Force Majeure: The supplier does not undertake any responsibilities of delivery of stores according to delivery schedule in case of labour unrest, civil commotion, strike, riots, and war act of God at the supplier / manufacturer end. This shall not include non-availability of raw material for the manufacture of stores or of export permit for the export of the contracted stores from the country of its origin.

#### 13. Packing/ Marking Instructions:

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

14.1	Inspecting Authority:	Designated rep. of MD UCC
14.2	Place of Inspection:	

- 15. Short Shipment: Short shipment, if any, will be the responsibility of the "Supplier".
- 16. Ferformance / Bank Guarantee Clause: To ensure timely and correct supply of stores, the firm will furnish 2 % of the total value of the contract unconditional Bank Guarantee immediately on the signing of the contact, endorsed in favour of MD UCG which will remain valid for One year from the date of installation.
- 17. **Modification / Amendments to Contract:** This contract may be modified / amended to include fresh clause (s) to the mutual agreement by the supplier and the purchaser. Such modification shall form an integral part of the contract.
- 18. Insurance:
  - 18.1 The supplier will arrange Insurance cover of the equipment upto the consignee's end.
- 19. Failure and Termination: If the supplier fails to deliver the stores or any consignment within the period prescribed, then on the expiry of 30 days after such period the purchaser shall be entitled to take either of the following actions:-
  - 19.1 To cancel the contract.

- 19.2 To purchase elsewhere store not delivered totally or partially at the risk and expense of the supplier. The supplier shall also be liable for any loss, which the purchaser may sustain on this account but shall not be entitled to any gain on re-purchase made against the contract.
- 20. Purchaser's Right: The purchaser reserves the right of deletion, addition and cancellation of the contract, in part or full without assigning any reason whatsoever and without financial repercussion on either side within 30 days after the issuance of contract. Such information will be passed to the seller by the purchaser through the fastest possible means i.e. Telephone, Fax, Telex, Cable, Telegram, E-mail etc.
- 21. No Demand Certificate: The supplier will submit 'NO DEMAND CERTIFICATE' on the completion of contract.
- 22. Secrecy: The foreign suppliers / contractors undertaking along-with the local f rm / agent that any information about the sale / purchase of stores under their contract shall not be communicated to any person other than the manufacturers of stores who too shall maintain strict secrecy and under no circumstance any information shall be given to any person or agency not authorised by MD\_UCG. The foreign supplier's contractors should note that the contract is governed by the laws of Pakistan.
- 23. Arbitration: The contracting parties shall endeavor to resolve all their difference / disputes if any arising out of this contract. The matter in dispute or difference shall be referred to the decision of the <u>MD UCG</u>. His decision thereon shall be final and binding on the parties. The venue of arbitration shall be the place to be notified by the arbitrator at his discretion.

24.	<u>Undertaking</u>
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- 24.1 M/s \_\_\_\_\_when signed contract No. unconditionally guarantee the full and proper performance of this contract and hereby under take to accept all liabilities to compensate the "Purchaser" for Acts / Defaults of our Principals.
- 24.2 We undertake that manufacturing date of our products / stores will not be more than three months old by the date of delivery.

#### **SIGNATURE**

<u>SUPPLIER</u>	PURCHASER
M/S	M/S UCG Project Thar
Designation	Designation Managing Director
Name	Name Dr. Muhammad Shabbir H.I, S.I
Date	Dete

### WARRANTY/GUARANTEE CERTIFICATE

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



## UNDERGROUND COAL GASIFICATION PROJECT THAR



### **Tender Document**

For Supply of Valves & Fittings Islamkot, District Mithi, Sindh

Tender No: UCG/109-08-15

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M/s		
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#### Invitation to Tender and General Instructions.

#### Dear Sir

I invite you to tender for the supply of "Valves & fittings "in accordance with the description of items at Appendix "A".

### 2. Delivery of Tender: -

- a) Quotation must be completed in all respect, please attach brochures where necessary
  - b) Earnest money equivalent to 2% of the total cost in the shape of Bank Draft or Pay Order in favour of MD, UCG Thar must accompany the tender
  - c) The tender duly sealed should be address to: -

Procurement Officer
Underground Coal Gasification project Thar
C/O Manager,
National Bank of Pakistan,
Islamkot Branch, Islamkot
Tharparkar Sindh
Ph: # 0232-923008 Cell # 0344-4655000
Email: poucgthar@gmail.com

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

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

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

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

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

Faithfully Yours

Procurement Officer
Underground Coal Gasification Project Thar
C/O Manager,
National Bank of Pakistan,
Islamkot Branch, Islamkot
Tharparkar Sindh
Ph: # 0232-923008 Cell # 0344-4655000
Email: poucgthar@gmail.com

### TECHNICAL PARAMETER

#### 1. Technical Specifications

- a) The store / equipment should conform to specification/service requirements and technical data/drawing (if applicable). Offer not conforming to required specifications will be rejected. The supplier shall further undertake to provide all the contracted stores/goods as per the specifications
- b) All stores / items / goods delivered would be brand new, from current production, conforming to purchaser specifications, quality certification/inspection documents to the purchaser confirming the quality of the product being supplied under this contract. Stores must bear the manufacturer's identification marking/monogram
- 2. <u>Inspection / Testing of Store</u> Inspection / testing will be carried out by the concerned inspecting team / inspector as detailed by the technical authority of respective service on behalf of the purchaser in accordance with the laid down acceptance criteria
- 3. <u>Change in Specification / Manufacturer / Model</u> No alteration in make / brand and quality of stores will be entertained after the tender has been opened. Any change / improvement will requires approval of tech authority / user.
- 4. <u>Technical documentation</u> All publication, catalogues and technical/operational manuals will be supplied free of cost by the supplier at the request of purchaser unless otherwise stated in the contract. The Supplier will provide one sets of following documents free of cost for technical scrutiny of the offer (as applicable):
  - a) Technical literature of each item
  - b) Manufacturer's Specifications/Technical Data/Drawing and packing details etc. of each item
  - c) Acceptance test procedure/criteria of each item
  - d) Country of origin of each item and port of shipment

### SCHEDULE TO TENDER

I/T No. 1.

UCG - 109-08-15

- Time and Date of Technical Opening at 1500 hours 05-10-2015
  Time and Date of Financial Opening at 1500 hours 06-10-2015 2.
- 3.

### Valves &Fittings

S. No	Specification	Make	Code	Rating	Size	Uni t	Qty Req.	Price Per Unit F.O.R	Total Price F.O.R
1	Gate Valve (Flanged) with Counter Flanges RFWN Body material CS, Internal lining/ladding, Stem and Disc S.S 316L material.	Imported European	ASTM	300#	4"	Nos.	60		
2	Butter ly Valve with Counter Flanges RFWN Body material CS, Internal lining/cladding, Stem and Disc S.S 316L material.	Imported European	ASTM	300#	4"	Nos.	60		
3	Butter ly Valve Body material CS, Internal lining/cladding, Stem and Disc S.S 316L material.	Imported European	ASTM	300#	8"	Nos.	16		
     <b>4</b>	Gate Valve (Flanged) Body material CS, Internal lining/ladding, Stem and Disc S.S 316L material. (with ten internal spare part kits)	Imported European	ASTM	150#	8"	Nos.	15	 	
5	Gate Valve (Flanged) with Counter Flanges RFWN Body material CS, Internal lining/cladding, Stem and Disc S.S 316L n. aterial.	Imported European	ASTM	300#	8"	Nos.	30		
6	Expansion joint (bellow) flanged, one feet length, with counter Flange: RFWN Body material S.S 316L.	Imported European	ASME / ASTM	300#	6"	Nos.	4		
7	Expansion joint (bellow) flanged, one feet length, with counter Flange: RFWN 16L.	Imported	ASME / ASTM	300#	4"	Nos.	20		
8	Ball Valve Full bore ON / OFF (one piece) Valve Socket weld. Body material CS Stem and Ball S.S 316L material.	Imported (European /Japan)	ASTM	800#	2"	Nos.	120		



					_				
)	Ball Valve Full bore ON / OFF (one piece) Valve Socket weld. Body material CS Stem and Ball S.S 316L material.	Imported (European /Japan)	ASTM	800#	1.5"	Nos.	50		
10	Ball Valve Full bore ON / OFF valve, with threaded ends. Body and Ball S.S 304L Material.	Imported (European /Japan)	ASTM	1000 Psi	1.5"	Nos.	50		
11	Ball Valve Full bore ON / OFF valve, with threaded ends. Body and Ball S.S 304L. Material	Imported (European /Japan)	ASTM	1000 Psi	0.5″	Nos.	150		
12	Ball \ alve Full bore ON / OFF valve, with threaded ends. Body and Ball 5.5 304L Material.	Imported (European /Japan)	ASTM	1000 psi	2"	Nos.	50		
13	Ball valve Full bore ON / OFF Valve, with threaded ends. Body and Ball S.S 304L Material.	Imported   (European   /Japan)	ASTM	1000 Psi	2.5″	Nos.	25		1
14	Ball valve Full bore ON / OFF Valve, with threaded ends. Body and Ball S.S.30- L. Materials.	Imported (European /Japan)	ASTM	1000 Psi	1"	Nos.	100	:	
15	TEE - Material CS SA-106 B	Imported	ASME B 16.9	Sch. 40	8″x8″x 4 <u>″</u>	Nos.	50		
16	TEE - Material CS SA-106 B	Imported	ASME B 16.9	Sch. 40	8"x8"x 2"	Nos.	50		
17	TEE - Material CS SA-106 B	Imported	ASME   B 16.9	Sch. 40	4"x4"x 4"	Nos.	40		
18	TEE - Material CS SA-106 B	Imported	ASME B 16.9	Sch. 80	2"x2"x 2"	Nos.	60		
19	TEE - Material CS SA-106 B	Imported	ASME B 16.9	Sch. 80	2"x2"x 1.5"	Nos.	50		
20	CS Elbow 90º Long Radius	Imported	ASME B 16.9	Sch. 40	8"	Nos.	06		
21	CS Elbow 90º Long Radius	Imported	ASME B 16.9	Sch. 40	4"	Nos.	100		
22	CS Elbow 90° Long Radius	Imported	ASME B 16.9	Sch. 80	2"	Nos.	100		
23	CS Elb xw 90° Long Radius	Imported	ASME B 16.9	Sch. 80	1.5"	Nos.	50		
24	G   Eltow 90º Long Radius	Imported	Gl	Medium Grade	2.5"	Nos.	30		
25	GI Elbow 90° Threaded ends	Imported	GI	Medium Grade	1"	Nos.	100		
26	CS Rec ucers (Concentric)	Imported	ASME B 16.9	Sch. 40	10"x8"	Nos.	30		
27	CS Rec ucers (Concentric)	Imported	ASME B 16.9	Sch. 40	4"×2"	Nos.	50		



28	CS Reducers (Concentric)	lmported	ASME B 16.9	Sch. 40	4"x1.5"	Nos.	40		
29	CS Reducers (Concentric)	Imported	ASME B 16.9	Sch. 80	2"x1.5"	Nos.	40		
30	End Blind (Material -CS)	Imported	ASME B16.5	150#	12"	Nos	08		
31	End Blind (Material- CS)	Imported	ASME B16.5	150#	!   4" 	Nos	50		
32	End B ind (Material- CS)	Imported	ASME B16.5	150#	2"	Nos	30		_
33	CS Flanges WNRF, (PCD=115 mm, No of holes =4 and hole dia 16 mm)	Imported	ASME B16.5	300#	1.5"	Nos	200		
34	CS Flanges WNRF, (PCD=127 mm, No of holes =8 and hole dia 18 mm.)	Imported	ASME B16.5	300#	2"	Nos	300		
35	CS Flanges Slip on, (PCD=190 mm, No of holes =8 and hole dia 18mm	lmported	ASME B16.5	300#	4"	Nos	200	:	
36	CS Flanges Slip on, (PCD=290 mm, No of holes =8 and hole dia 20mm)	Imported	ASME B16.5	150#	8"	Nos	50		
37	C.S weldolet"1x1.5"	Imported	ASME	Sch.40	1"x1.5"	Nos.	100		

Total FOR Cost Rs_	
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### **Special Instructions**

- a)
- b)
- c)
- Date by which store can be delivered by the firm is to be specified. Quotation will be submitted on FOR Basis UCG Site Price will be mentioned separately both in figures and words. Items to be supplied must be new with Testing Material Certificate. d)

#### PART 1 - GENERAL TENDERING INSTRUCTIONS

- 1.1 The quotation shall be **strictly in accordance** with Underground Coal Gasification Project Thar Tender Document.
- 1.2 Actual order quantity of items / categories can be decreased or increased.
- 1.3 The quoted prices should be in **Pak. Rupees**; otherwise bid will automatically be rejected. Bidders have to quote their prices based on Underground Coal Gasification Project Thar Tender Document conditions.
- 1.4 Bids should officially be stamped by the bidder on all the pages of the Tender Document.
- 1.5 An interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid;
- 1.6 Answers to questions seeking for clarification of technical matters will be sent to all Bidders without identifying the source of the query.
- 1.7 At any time prior to the deadline for the submission of Bids, Project may, for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, modify the Bidding Documents by amendment.
- 1.8 The amendment will be forwarded in writing to all Bidders and will be binding on them. In order to grant Bidders sufficient time to take the amendment into account, PROJECT may, at its discretion, extend the deadline for the submission of Bids.
- 1.9 Bid closing date is 05th October 2015 at 1400 hours local Pakistani time. Bids received after bid-closing date will be automatically rejected. Bids once submitted will have to stand valid during the validity period as stated in Para 6 of this General Tendering Instructions, Bidders are not allowed to modify or add anything to or to withdraw their Bid after Closing Date.
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  - Underground Coal Gasification Project Thar Pakistan's General Purchasing Terms
  - Standard Conditions of the Contract
  - Special Conditions of the Contract

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

- a) Bid shall comprise a single package containing two separate envelopes. Each envelop shall contain separately the financial proposal and the technical proposal;
- b) Envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion;
- Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened;
- f) Envelopes marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the procuring agency without being opened;
- g) Procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
- h) No amendments in the technical proposal shall be permitted during the technical evaluation;
- Financial proposals of technically qualified bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance as in tender notice
- j) Financial proposals of bids found technically non-responsive shall be returned un-opened to the respective bidders; and
- k) Bid found to the lowest evaluated or best evaluated bid shall be accepted
   Note
  - i) The earnest money to be valid for 90 days from the bid closing date
  - ii) Statement of acceptance of all tender terms of Underground coal gasification project Thar Pakistan.
  - iii) A CD containing the contents of the Technical & Financial Offer in electronic form.
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    Underground Coal Gasification Project Thar Pakistan by return mail
    referring to relevant Tender No. through letter which should be
    addressed to: -

- In case Bidder is interested to participate in the referred Tender, he should send back by fax letter to the Project at the earliest on receipt of the Tender Document.
- 1.13 Each envelope should be clearly marked with the bidder's company name.
- 1.14 In the first envelope the mailing address and telex and/or fax number of the bidder should be clearly seen.
- 1.15 Services offered must be clearly stated and availability of each service must be mentioned keeping in view our schedule stated under Introduction above. This information should be clearly stated and documented in the Technical Offer envelope.
- 1.16 Bidder must submit in "FINANCIAL" envelope the earnest money. This earnest money (in the shape of bank draft / pay order) must be equal to 2% of total value of work.
- 1.17 The earnest money shall be returned to its owner if his bid is rejected or the bidder has not awarded the Contract. The earnest money must be valid for three months (90 days) after receiving of bid.

### PART 2 - ADDITIONAL TENDERING INSTRUCTIONS

- 2.1 The equipment specifications contained in Schedule represent the minimum requirement which UCG Project Thar considers necessary to accomplish concerned job.
- 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

Tel: # 92-232-923007

Cell # 92-51-0300-8541449

E-mail: shamimbhatti49@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: Within 30 days after the receipt of invoices against work done.
- 3.2 Delay Penalty: As per clause 11 of the contract.
- 3.3 PROJECT reserves the right to accept other than the lowest Bid, to split the Contract between multiple CONTRACTORS and to accept or reject any Bid in whole or in part, or to reject all Bids with or without notice or reasons, and if no Bids are accepted, to abandon the work or to have the work performed in such manner as the issuer may elect, in this later case all Bids received will be sent back as received to the Bidders.
- 3.4 PROJECT shall not be liable for any costs and / or expenses incurred by the Bidder in the preparation and delivery of the Tender.
- 3.5 The Tender, any supporting documentation and the Contract shall be in English language.
- 3.6 Pricing: PROJECT shall make no advance payment to the successful Bidder. Import Duties of what so ever nature in respect of the execution of the Contract together with all other taxes, etc., of what so ever nature shall be paid by the successful Bidder and the prices quoted shall include such costs. PROJECT will accept no liability for the Bidder's failure to include all taxes, duties and the like in its bid.
- 3.7 Project will negotiate the exceptions if any with the bidders before finalizing the evaluation, the outcome of which will have the impact on the ranking of the bidders.
- 3.8 Delivery period must not be more than three months (90 days) from the date of placement of firm order.
- 3.9 In case of a conflict in two clauses, the contents of General Tendering instructions will be final.



### UNDERGROUND COAL GASIFICATION PROJECT THAR



### **CONTRACT AGREEMENT**

### PROCUREMENT DIVISION

WARNING
special conditions covered in the contract and the international law.
the equipment described in the schedule at the price mentioned therein subject to the
Whereby it is agreed that the Purchaser shall purchase and the Supplier shall sell
herein after called the "SUPPLIER" of the other part.
Between the UCG (hereinafter called the 'PURCHASER') of the one part and M/S
An agreement made on the day of April Two Thousand and Fourteen.
CONTRACT No. "UCG/Dated, 2015

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



1.	Name of Project: UNDERGROUND COAL GASIFICATION THARPROJECT
2.	Descriptionof Equipment: As per Schedule attached at Appendix "A"
3.	Consignee: UCG ISLAMKOT
4.	Details of Item:
<u>Te</u>	chnical Specifications: Complete technical specifications of the items are at Appendix "A".
5.	Total F.O.R Value:
	5.1 PAK Rupees: Rs(PKR)
6.	Terms of Payment:
	6.1 All payments will be released after delivery / inspection of consignment.
7.	Time of Delivery:
8.	Principal/ Manufacturer:
9.	Sole Distributors/ Agent: M/s
10.	. Country of Origin:
11.	Imposition of Liquidated Damages: The supplier is liable to pay the stipulated liquidated damages for the period of delay @ 2% per month but not less than 1% of the value of the un-supplied quantity of the stores. This will be levied for the period exceeding to the original delivery period subject to provision that the total liquidated damages thus levied will not exceed 10% of the contract value.
12	Force Majeure: The supplier does not undertake any responsibilities of delivery of stores according to delivery schedule in case of labour unrest, civi

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commotion, strike, riots, war act of God at the supplier/ manufacturer end. This shall not include non-availability of raw material for the manufacture of stores or of export permit for the export of the contracted stores from the country of its origin.

### 13. Packing/Marking Instructions:

- 13.1 As per packing worthy of international standards so as to ensure that the consignment is free from loss or damage on arrival at the ultimate destination. Any loss occurred paid due to wrong marking, shall be made good by the supplier and all the expenses incurred by <u>UCG</u> as a result of wrong packing shall be recovered from the supplier.
- 13.2 In case of damage of stores due to improper packing, the supplier will be responsible for replacement of the equipment/stores, free of charge.
- 13.3 Packages will be marked as per following details:
  - a. Gross weight (KGs), dimensions and consignment number (Top

side)

- b. Consignee Name, name of destination, Numbering of Packages and Contract No and date.
- 14. Inspection: At consignee's end jointly by representative of and M/s \_\_\_\_and UCG

**14.1** Inspecting Authority:

Designated rep. of MD UCG

14.2 Place of Inspection:

- **15. Short Shipment:**Short shipment, if any, will be the responsibility of the "Supplier".
- 16. Performance / Bank Guarantee Clause: To ensure timely and correct supply of stores, the firm will furnish 2 % of the total value of the contract unconditional Bank Guarantee immediately on the signing of the contact, endorsed in favour of MD UCG which will remain valid for One year from the date of installation.
- 17. Modification / Amendments to Contract: This contract may be modified / amended to include fresh clause (s) to the mutual agreement by the supplier and the purchaser. Such modification shall form an integral part of the contract.

- 18. Insurance:
- 18.1 The supplier will arrange Insurance cover of the equipment upto the consignee's end.
- 19. Failure and Termination: If the supplier fails to deliver the stores or any consignment within the period prescribed, then on the expiry of 30 days after such period the purchaser shall be entitled to take either of the following actions:-
- **19.1** To cancel the contract.
- 19.2 To purchase elsewhere store not delivered totally or partially at the risk and expense of the supplier. The supplier shall also be liable for any loss, which the purchaser may sustain on this account but shall not be entitled to any gain on repurchase made against the contract.
- 20. Purchaser's Right: The purchaser reserves the right of deletion, addition and cancellation of the contract, in part or full without assigning any reason whatsoever and without financial repercussion on either side within 30 days after the issuance of contract. Such information will be passed to the seller by the purchaser through the fastest possible means i.e. Telephone, Fax, Telex, Cable, Telegram, E-mail etc.
- 21. No Demand Certificate: The supplier will submit 'NO DEMAND CERTIFICATE' on the completion of contract.
- 22. Secrecy: The foreign suppliers / contractors undertaking along-with the local firm / agent that any information about the sale / purchase of stores under their contract shall not be communicated to any person other than the manufacturers of stores who too shall maintain strict secrecy and under no circumstance any information shall be given to any person or agency not authorised by MD\_UCG. The foreign supplier's contractors should note that the contract is governed by the laws of Pakistan.
- 23. Arbitration: The contracting parties shall endeavor to resolve all their difference / disputes if any arising out of this contract. The matter in dispute or difference shall be referred to the decision of the MD UCG. His decision thereon shall be final and binding on the parties. The venue of arbitration shall be the place to be notified by the arbitrator at his discretion.

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<u>Und</u>	ertaking	
24.1	the full and pro	when signed contract No. unconditionally guarantee per performance of this contract and hereby under take to ties to compensate the "Purchaser" for Acts / Defaults of
24.2		nat manufacturing date of our products / stores will not be months old by the date of delivery.
		SIGNATURE
	SUPPLIER	<u>PURCHASER</u>
M/S_		M/S UCG Project Thar

Designation \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

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**Designation Managing Director** 

Name Dr. Muhammad Shabbir

**H.I, S.I** 

Date \_\_\_\_\_\_

### WARRANTY/GUARANTEE CERTIFICATE

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

aff.



## UNDERGROUND COAL GASIFICATION UNDER GROUND COAL PROJECT THAR



### **Tender Document**

For Supply of Structural Material Islamkot, District Mithi Tharparkar, Sindh

Tender No: UCG/110-08-15

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M/s			
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#### Invitation to Tender and General Instructions.

#### Dear Sir

I invite you to tender for the supply of "Structural Material" in accordance with the description of items at Appendix "A".

### 2. <u>Delivery of Tender</u>: -

- a) Quotation must be completed in all respect, please attach brochures where necessary
  - b) Earnest money equivalent to 2% of the total cost in the shape of Bank Draft or Pay Order in favour of MD, UCG Thar must accompany the tender
  - c) The tender duly sealed should be address to: -

Procurement Officer
Underground Coal Gasification project Thar
C/O Manager,
National Bank of Pakistan,
Islamkot Branch, Islamkot
Tharparkar Sindh
Ph: # 0232-923008 Cell # 0344-4655000

Email: poucgthar@gmail.com

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

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

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

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

- 6. <u>Validity of Offer</u> The validity period of quotations must be indicated and should invariably be for ninety days extendable to one hundred and twenty days from the date of opening of commercial / financial offer
- 7. <u>Photocopies of documents</u>Following information/copy of documents must be provided/attached with offer:
  - a) A copy of letter from the Bank showing firm's financial capability
  - b) Income tax No. to be mentioned on the offer and copy of Registration Certificate issued by Sales Tax Department
  - c) Copy of original Principal/Agency Agreement
- 8. <u>Disqualification</u> Offers are liable to be rejected if:
  - a) Earnest money is not attached, with the offer
  - b) Offers are found conditional or incomplete in any respect
  - c) Manufacturer's relevant brochures and technical details on equipment are not attached in support of specifications
  - d) Received later than appointed/fixed date and time
  - e) The validity of the agency agreement is expired
  - f) Validity of offer is not quoted as required in IT or made subject to confirmation later
- 9. Right Reserved UCG reserves full rights to accept or reject any or all offers including the lowest without assigning any reason
- 10. <u>Application of official Secret Act</u> All the matters connected with this enquiry and subsequent actions arising there from come within the scope of the official Secret Act, 1923. You are, therefore, requested to ensure complete secrecy regarding documents and stores concerned with the enquiry and to limit the number of your employees having access to this information
- 11. <u>Force Majeure</u> As per international law
- 12. <u>Subletting</u> 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 # 0344-4655000

Email: poucgthar@gmail.com

### TECHNICAL PARAMETER

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

- a) The store/equipment should conform to specification/service requirements and technical data/drawing (if applicable). Offer not conforming to required specifications will be rejected. The supplier shall further undertake to provide all the contracted stores/goods as per the specifications
- b) All stores/items/goods delivered would be brand new, from current production, conforming to purchaser specifications, quality certification/inspection documents to the purchaser confirming the quality of the product being supplied under this contract. Stores must bear the manufacturer's identification marking/monogram
- 2. <u>Inspection/Testing of Store</u> Inspection/testing will be carried out by the concerned inspecting team/inspector as detailed by the technical authority of respective service on behalf of the purchaser in accordance with the laid down acceptance criteria
- 3. <u>Change in Specification / Manufacturer / Model</u> No alteration in make/brand and quality of stores will be entertained after the tender has been opened. Any change/improvement will requires approval of tech authority/user.
- 4. <u>Technical documentation</u> All publication, catalogues and technical/operational manuals will be supplied free of cost by the supplier at the request of purchaser unless otherwise stated in the contract. The Supplier will provide one sets of following documents free of cost for technical scrutiny of the offer (as applicable):
  - a) Technical literature of each item
  - b) Manufacturer's Specifications/Technical Data/Drawing and packing details etc. of each item
  - c) Acceptance test procedure/criteria of each item
  - d) Country of origin of each item and port of shipment

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### SCHEDULE TO TENDER

I/T#

UCG/110-08-15

1. Time & Date of technical bid opening

1600 Hrs on 05 October 2015

2. T me & Date of financial bid opening

1600Hrs on 06 October 2015

Sr. No.	Description	Make	Unit	QTY	Price Per Unit F.O.R	Total Price F.O.R
	Structural Material			<u>-</u>		
01	MS Channel 4" x 2"(Web thick :1/4" Wt: 3.2 Kg/ft)	Local	Kg	4000		
02	MS I- Beam 4" x 2" (Web thick:1/4", 2.1 Kg/Ft)	Local	Kg	600		
03	MS Angle Iron 2" x 2"x 1/4"	Local	Kg	3000		
04	MS Angle Iron 1 1/2" x 1 1/2" x 1/4"	Local	Kg	2000		<u>.</u>
05	MS Angle Iron 1" x 1"x 3/16"	Local	Kg	3000		Ī
06	Ms 'T- Iron 2" x 2"x1/4"	Local	Kg	2000		
07	MS I- Iron 1½" x 1 ½"x1/4"	Local	Kg	1000		<u> </u>
08	Flat Iron (Patti) 2" x1/4"	Local	Kg	1000		
09	Flat Iron (Patti) 1 1/2" x1/4"	Local	Kg	1000		<del> </del> -
10	Flat Iron (Patti) 1"x1/8"	Local	Kg	500		
11	MS Rod Ø ¾" (Polished)	Local	Kg	150		
12	MS Rod Ø 1" (Polished)	Local	Kg	300	1	<u> </u>
MS	Sheets					
01	MS Sheets 8' x 4' x 16mm	Local	No	50		
02	MS Sheets 8' x 4' x 10mm	Local	No	50		<u> </u>
03	MS Sheets 8' x 4' x 06mm	Local	No	50		<u></u>
04	MS Sheets 8' x 4' x 04 mm	Local	No	50		!
05	MS Sheets 8' x 4' x 03mm	Local	No	100		
	MS Sheets 8' x 4' x 02mm	Local	No	100		
07		Local	No	200		
<u>C.C</u>	G.I Sheets					<u></u> -
01	3' - ½" x 6' (24 Swg)	Local	No	500		
02	3'- ½" x 7' (24 Swg)	Local	No	500		
03	3'-½" x 8' (24 Swg)	Local	No	500		



 C I :	Sheets				
	··· <del>··</del> -	Local	Ka	500	
01	G.I Sheet (1mm thickness x 1 meter)	Local	Kg	500	
02	G.I Sheet (0.5mm thickness x 1 meter width)	Local	Kg	500	
Carl	oon Steel Sheet (SA-516,Gr 70)				
01	6m x 2m x16mm	Imported	No	50	
02	6m x 2m x12mm	Imported	No	350	
03	6m × 2m x10mm	Imported	No	100	
04	6m × 2m x8mm	Imported	No	100	
05	6m < 2m x6mm	Imported	No	100	
GA	SKIT				
01	12" Ø Spiral Wound gaskit ,CL#300, SS 316/FG/CS ASME B-16-20	Flexitallic (European)	No	20	
02	8" (1) Spiral Wound gaskit ,CL#300, SS 316/FG/CS ASME B-16-20	Flexitallic (European)	No	100	
03	8" (2) Spiral Wound gaskit CL#150, SS 316/FG/CS ASME B.16-20	Flexitallic (European)	No	100	
04	4" (1) Spiral Wound gaskit CL#300, SS3: 6/FG/CS ASME B-16-20	Flexitallic (European)	No	300	
05	4" & Spiral Wound gaskit CL#150, SS3: 6/FG/CS ASME B-16-20	Flexitallic (European)	No	300	
06	2" © Spiral Wound gaskit CL#300, SS 316/FG/CS ASME B-16-20	Flexitallic (European)	No	250	
07	1-1/2" Ø Spiral Wound gaskit CL#150 SS 316/FG/CS ASME B-16-20	Flexitallic (European)	No	100	
08	1 - 1/2" Ø Spiral Wound gaskit CL#300, SS 316, FG/CS ASME B-16 20	Flexitallic (European)	No	50	
09	Klingrite Sheet (HP) Wire Woven	Imported	Sheet (8'x4'x 3mm)	10	
10	Rubber Sheet (Neuprene/EPDM) (Width: 1M, Thickness: 3 mm)	Imported	Meter	10	
11	Klingrite Sheet (LP)	Imported	Sheet (8'x4'x 3mm)	5	
12	Wire Mesh Tube 4"	Imported	Roll (RFT 300)	100	
13	Gland Packing Graphite 12mm	Imported	Kg	25	



Pair	nt					
01	Synthetic Enamel Paint (Red Oxide)	Berger/ Equivalent	Gallon (3.64 Ltr)	400		
02	Synthetic Enamel Paint (Signal Red)	Berger/ Equivalent	Gallon (3.64 Ltr)	400		
03	Synthetic Enamel Paint (Light Blue)	Berger/ Equivalent	Gallon (3.64 Ltr)	400		
04	Synthetic Enamel Paint (Smoke Grey)	Berger/ Equivalent	Gallon (3.64 Ltr)	200		
05	Synthetic Enamel Paint (Green)	Berger/ Equivalent	Gallon (3.64 Ltr)	10	· ·	
06	Synthetic Enamel Paint (White)	Berger/ Equivalent	Gallon (3.64 Ltr)	10		
07	Synthetic Enamel Paint (Black)	Berger/ Equivalent	Gallon (3.64 Ltr)	10		
Too	rls					
01	Rin 3 Spanner 30/32 mm	Germany/ Japan	No	10		
02	Cornbination Spanner 30 mm	Germany/ Japan	No	10		
03	Combination Spanner 32 mm	Germany/ Japan	No	10		
04	Corrbination Spanner 22/23 mm	Germany/ Japan	No	10		
05	Ring spanner 24/27 mm	Germany/ Japan	No	10		
06	Striking Spanner (Size: 22,24,27,28,30,32)	Germany/ Japan	No	02 Each		
07	Spud Wrench (Single End) (Siz 2: 22,24,27,28,30,32)	Germany/ Japan	No	02 Each		
08	Haramers with Handle (1/2, 3/4, 1, 1-1/2, 2 lbs)	Imported	No	06 Each		
09	Gas Cutting Torch	Victor	Set	10		
10	Oxy gen Regulator	Victor	No	10		
11	DA Gas Regulator	Victor	No	10		
12	Drill Bit (Hilti) Concrete Size: 10mm, 12mm,16mm,18mm	Imported	No	06 Each		



Cons	sumables				
01	Samad Bond Tubes	Local	Dozen	10	
02	RTV (Silicon)	Imported	No	100	
03	Te Ion Tape ¾"	TBA-UK	No	600	
04	Zinc Paste	Imported	Tin	100	
05	PVC Solution	Imported	Tin	100	
06	Rawl Bolt Size: 12mm,14mm,18mm,20mm	Imported	No	200 Each	
07	Archor Bolt (8mm,10mm)	Imported	No	200 Each	<u></u>
08	Cotton Gloves (Dotted)	Local	Pair	500	
09	J-hook (Ø4mmx4")	Imported	Set	2000	
10	L-hook(Ø4mmx4")	Imported	Set	2000	
11	Welding Gloves 16"	Local/ Cheetah Brand	Pairs	100	
12	Rigging Gloves (Leather) 10"	Local	Pairs	100	

### **Special Instructions**

- a) Date by which store can be delivered by the firm is to be specified.
- b) Quotation will be submitted on FOR Basis UCG Site Islamkot.
- c) Price will be mentioned separately both in figures and words.
- d) Items to be supplied must be new with Material Testing Certificate.

#### PART 1 - GENERAL TENDERING INSTRUCTIONS

- 1.1 The quotation shall be **strictly** in **accordance** with Underground Coal Gasification Project Thar Tender Document.
- 1.2 Actual order quantity of items / categories can be decreased or increased.
- 1.3 The quoted prices should be in Pak. Rupees; otherwise bid will automatically be rejected. Bidders have to quote their prices based on Underground Coal Gasification Project Thar Tender Document conditions.
- 1.4 Bids should officially be stamped by the bidder on all the pages of the Tender Document.
- 1.5 An interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid;
- 1.6 Answers to questions seeking for clarification of technical matters will be sent to all Bidders without identifying the source of the query.
- 1.7 At any time prior to the deadline for the submission of Bids, Project may, for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, modify the Bidding Documents by amendment.
- 1.8 The amendment will be forwarded in writing to all Bidders and will be binding on them. In order to grant Bidders sufficient time to take the amendment into account, PEOJECT may, at its discretion, extend the deadline for the submission of Bids.
- 1.9 Bid closing date is 05th October 2015 at 1500 hours local Pakistani time. Bids received after bid-closing date will be automatically rejected. Bids once submitted will have to stand valid during the validity period as stated in Para 6 of this General Tendering Instructions, Bidders are not allowed to modify or add anything to or to withdraw their Bid after Closing Date.
- 1.10 Bidder should indicate his full acceptance of:
  - Underground Coal Gasification Project Thar Pakistan's General Purchasing Terms
  - Standard Conditions of the Contract
  - Special Conditions of the Contract

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

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

#### **Note**

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

- 1.14 In the first envelope the mailing address and telex and/or fax number of the bidder should be clearly seen.
- 1.15 Services offered must be clearly stated and availability of each service must be mentioned keeping in view our schedule stated under Introduction above. This information should be clearly stated and documented in the Technical Offer envelope.
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- 1.17 The earnest money shall be returned to its owner if his bid is rejected or the bidder has not awarded the Contract. The earnest money must be valid for Three months (90 days) after receiving of bid.

### PART 2 - ADDITIONAL TENDERING INSTRUCTIONS

- 2.1 The equipment specifications contained in Schedule represent the minimum requirement which UCG Project That 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

Tel: # 92-232-923007

Cell # 92-51-0300-8541449

E-mail: shamimbhatti49@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: Within 30 days after the receipt of invoices against work done.
- 3.2 Delay Penalty: As per clause 11 of the contract.
- 3.3 PHOJECT reserves the right to accept other than the lowest Bid, to split the Contract between multiple CONTRACTORS and to accept or reject any Bid in whole or in part, or to reject all Bids with or without notice or reasons, and if no Bids are accepted, to abandon the work or to have the work performed in such manner as the issuer may elect, in this later case all Bids received will be sent back as received to the Bidders.
- 3.4 PLOJECT shall not be liable for any costs and/or expenses incurred by the Bidder in the preparation and delivery of the Tender.
- 3.5 The Tender, any supporting documentation and the Contract shall be in English language.
- Pricing: PROJECT shall make no advance payment to the successful Bidder. Import Duties of what so ever nature in respect of the execution of the Contract together with all other taxes, etc., of what so ever nature shall be paid by the successful Bidder and the prices quoted shall include such costs. PROJECT will accept no liability for the Bidder's failure to include all taxes, duties and the like in its bid.
- 3.7 Project will negotiate the exceptions if any with the bidders before finalizing the evaluation, the outcome of which will have the impact on the ranking of the bidders.
- 3.8 Delivery period must not be more than three months (90 days) from the date of placement of firm order.
- 3.9 In case of a conflict in two clauses, the contents of General Tendering instructions will be final.



# UNDERGROUND COAL GASIFICATION PROJECT THAR



### **CONTRACT AGREEMENT**

### PROCUREMENT DIVISION

CONTRACT No. "UCG/Dated, 2015	
An agreement made on the day of July Two Thousand and Four	teen. Between
the UCG (hereinafter called the 'PURCHASER') of the one par	t and M/S
herein after called the "SUPPLIER" of the other part.	
W rereby it is agreed that the Purchaser shall purchase and the Supplie	r shall sell the
equipment described in the schedule at the price mentioned therein subject	to the special
conditions covered in the contract and the international law.	
WARNING	

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

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1.	Name of Project: UNDERG	ROUND COAL GASIFICATION THARPROJECT
2.	Descriptionof Equipment:	As per Schedule attached at Appendix "A"
3.	Consignee:	UCG ISLAMKOT
4.	Details of Item:	
<u>T</u> e	echnical Specifications: Complete	technical specifications of the items are at Appendix "A".
5.	Total FOR Value:	
	5.1 PAK Rupees: Rs.	(PKR)
6.	Terms of Payment:	
	6.1 All payments will be re	leased after delivery / inspection of consignment.
7.	Time of Delivery:	
8.	Principal/ Manufacturer:	<del></del>
9.	Sole Distributors/ Agent:	M/s
10.	Country of Origin:	
11.	liquidated damages for the pe the value of the un-supplied q exceeding to the original d	amages: The supplier is liable to pay the stipulated eriod of delay @ 2% per month but not less than 1% of quantity of the stores. This will be levied for the period lelivery period subject to provision that the total ed will not exceed 10% of the contract value.

12. Force Majeure: The supplier does not undertake any responsibilities of delivery of stores according to delivery schedule in case of labour unrest, civil

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commotion, strike, riots, war act of God at the supplier/ manufacturer end. This shall not include non-availability of raw material for the manufacture of stores or of export permit for the export of the contracted stores from the country of its origin.

### 13. Packing/ Marking Instructions:

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

14.1	Inspecting Authority:	Designated rep. of MD UCG
14.2	Place of Inspection:	<del></del>

- 15. Short Shipment: Short shipment, if any, will be the responsibility of the "Supplier".
- 16. **Performance / Bank Guarantee Clause:** To ensure timely and correct supply of stores, the firm will furnish 2 % of the total value of the contract unconditional Bank Guarantee immediately on the signing of the contact, endorsed in favour of <u>MD</u> <u>UCG</u> which will remain valid for One year from the date of installation.
- 17. Modification / Amendments to Contract: This contract may be modified / amended to include fresh clause (s) to the mutual agreement by the supplier and the purchaser. Such modification shall form an integral part of the contract.

#### 18. Insurance:

- 18.1 The supplier will arrange Insurance cover of the equipment upto the consignee's end.
- 19. Failure and Termination: If the supplier fails to deliver the stores or any consignment within the period prescribed, then on the expiry of 30 days after such period the purchaser shall be entitled to take either of the following actions:-

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- **19.1** To cancel the contract.
- 19.2 To purchase elsewhere store not delivered totally or partially at the risk and expense of the supplier. The supplier shall also be liable for any loss, which the purchaser may sustain on this account but shall not be entitled to any gain on re-purchase made against the contract.
- 20. Purchaser's Right: The purchaser reserves the right of deletion, addition and cancellation of the contract, in part or full without assigning any reason whatsoever and without financial repercussion on either side within 30 days after the issuance of contract. Such information will be passed to the seller by the purchaser through the fastest possible means i.e. Telephone, Fax, Telex, Cable, Telegram, E-mail etc.
- 21. No Demand Certificate: The supplier will submit 'NO DEMAND CERTIFICATE' on the completion of contract.
- 22. Secrecy: The foreign suppliers / contractors undertaking along-with the local firm / agent that any information about the sale / purchase of stores under their contract shall not be communicated to any person other than the manufacturers of stores who too shall maintain strict secrecy and under no circumstance any information shall be given to any person or agency not authorised by MD\_UCG. The foreign supplier's contractors should note that the contract is governed by the laws of Pakistan.
- 23. **Arbitration:** The contracting parties shall endeavor to resolve all their difference / disputes if any arising out of this contract. The matter in dispute or difference shall be referred to the decision of the **MD UCG**. His decision thereon shall be final and binding on the parties. The venue of arbitration shall be the place to be notified by the arbitrator at his discretion.

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24.	<u>Undertaking</u>			
	24.1	guarantee the fu	when signed contract No unconditionally all and proper performance of this contract and hereby under all liabilities to compensate the "Purchaser" for Acts / Principals.	
	24.2		hat manufacturing date of our products / stores will not be months old by the date of delivery.	
			SIGNATURE	
		<u>SUPPLIER</u>	<u>PURCHASER</u>	
	M/S		M/S UCG Project Thar	
	•			
	Desig	nation	Designation Managing Director	
	Name		Name Dr. Muhammad Shabbir H.I, S.I	
	Date _			

### WARRANTY/GUARANTEE CERTIFICATE

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

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