

Tender Documents

For

**Hiring the services of a
Consultant to arrange
Finance for**



**PUNJAB ALKALIES &
CHEMICALS LIMITED**

SCO 125-127, SECTOR 17-B,
CHANDIGARH – 160 017

Email: mpsrana@punjabalkalies.com

1. Brief Profile

PUNJAB ALKALIES & CHEMICALS LIMITED ("PACL" or "the Company") is a Public Limited Company formed under the Companies Act, 1956. It was promoted by the Punjab State Industrial Development Corporation Limited (PSIDC), a wholly owned Punjab Government Company. The Company's registered office is located at Chandigarh.

PACL is one of the largest manufacturer of caustic soda (NaOH) in the Northern part of India with an installed capacity of 99000 Tons Per Annum (TPA). The Company is engaged in the manufacture and sale of Caustic Soda (Lye & Flakes), Liquid Chlorine, Hydrochloric Acid, Sodium Hypochlorite and Hydrogen Gas. The Company's plant is located at Naya Nangal, District Ropar, Punjab.

PACL has two manufacturing units viz. Unit-I & II, both located at Nangal-Una Road, Naya Nangal, District, Ropar, Punjab. Both the Units are engaged in manufacture of Caustic Soda, Liquid Chlorine, Hydrochloric Acid and other products such as Sodium Hypochlorite and Hydrogen. Unit -I & II have a capacity of 100 TPD and 200 TPD respectively.

2. General Instructions

PACL has decided to modernize and expand its Caustic Soda Plant by replace its existing 200 TPD Membrane Cell Plant (based on Generation-3) with 300 TPD Membrane Cell Plant based on latest version i.e. Generation-6.

For long term viability of PACL, replacement of existing 200 TPD Plant with 300 TPD Membrane Cell Plant based on Generation-6 may not be sufficient. To achieve this goal, PACL should have long term planning first to reduce its cost of production and second should have basket of products to sustain in the market even in the adverse situation.

Power is one of the main input for the production of Caustic Soda and it constitute about 60% cost of production. At present the Power requirement of PACL is about 40 MW and the total Power is being received from PSPCL Grid. The cost of Power is beyond the control of PACL. To counter the ever increase of Power Cost, PACL has decided to set up its own Captive Power Plant. The total Cost of setting up of 40 MW Power Plant will be approx Rs. 200 Crores which will be implemented in phases. The fuel of the Power Plant is yet to be decided.

As regards value added products, at first instance, PACL is planning to set up Plants which may utilize Hydrogen and Chlorine substantially like Hydrogen Peroxide Plant etc. At second instance, PACL may also look into non-related products/projects, which may have outright profitability.

It is also mention that PACL has entered into an One Time Settlement Scheme with Financial Institutes/ Banks in the year 2015. As per this One Time Settlement Scheme, the total outstanding of approx Rs. 43 Crores towards PACL has been converted into Equity shares, Convertible Debenture and Non-Convertible debentures. The last conversion of One Time Settlement Scheme will take place in the year 2020.

Punjab Alkalies & Chemicals Limited invites bids for hiring the services of a Consultant for making settlement with the existing Financial Institutes/ Banks and to arrange Funds to the tune of Rs. 250 Crores from Banks/ NBFC/ or any other source for setting up the Power and other value added Projects and to advise and assist PACL on the same as set forth in the accompanying tender documents.

Punjab Alkalies & Chemicals Limited, hereinafter called "PACL/Purchaser" will receive bids for hiring the services of a Consultant for making settlement with the existing Financial Institutes/ Banks and to arrange Funds to the tune of Rs. 250 Crores from Banks/ NBFC/ or any other source for setting up the Power and other value added Projects and to advise and assist PACL on the same as set forth in the accompanying tender documents. All bids shall be prepared and submitted with these instructions.

Bids received after due date and time for receipt of bids, as set out in the tender documents, are liable to be rejected.

PACL reserve the right to itself to accept any bid or reject any bid or all bids or cancel/withdraw "Tender Notice" at any time without assigning any reason for such decision. Such decision by PACL shall not be subject to question by any bidder and PACL shall not bear any liability of any kind whatsoever, consequent upon such a decision.

All the costs and expenses incurred by bidder for preparation of bids, technical/ commercial discussions if any, in the PACL's office shall be to the account of bidders and PACL shall not bear any liability whatsoever of such costs and expenses.

3. Scope of Work.

Settlement with existing Financial Institutes/ Banks and to arrange Funds to the tune of Rs. 250 Crores from Banks/ NBFC/ or any other source required for (i) swapping of outstanding balance of existing Financial Institutes/ Banks, (ii) financing of working Capital Limit (take over from existing bankers) and (iii) requirement of funds for Power Plant and Hydrogen Peroxide Plant.

To advise and assist PACL for finalizing type of fuel for Power Plant, identifying suitable value added products for PACL & then undertake market survey and give us authentic report on technical as well as commercial aspects of the product.

Preparation of Feasibility report for Power Plant and such 2 products identified above.

4. Qualifying requirements of bidders.

The consultant should be a firm or a Company or a consortium of firms / companies who alone or as a joint venture having minimum 10 years experience to provide consultancy services of similar requirement.

In addition to the above, bidder shall provide satisfactory proof concerning the following that he or his consortium members:

- a. Has adequate financial stability and status to meet the financial obligations pursuant to the work covered under in the Tender Document.
- b. Has adequate capacity and capability to complete the work properly and expeditiously within the time period specified.
- c. Has established quality assurance system.

All the bidders are also requested to mention the list of Industries in India/ abroad where the bidder has provided the similar services.

The above stated requirements are minimum. However, PACL reserve the right to ask for any additional information and also reserves the right to reject the proposal of any bidder, if in the opinion of PACL, the qualification data provided by the bidder is not complete/ satisfying or the bidder is not qualified.

Notwithstanding anything stated above, PACL reserves the right to assess bidder's capability and capacity to perform the work and may relax the qualifying requirement in overall interest of PACL.

5. Submission of Bids:

The bid document is available online on our website (www.punjabkalies.com) which can be downloaded by the interested bidders.

All the bidders shall quote price for providing consultancy services as per the scope of work mentioned in this tender document.

Bids shall be received at PACL, Chandigarh Office in the following manner:

The bid shall be submitted in two parts in two separate sealed Envelopes name as below:

Envelope-1: Shall contain Technical Bid complete in all respect including qualifying data for qualifying works, Technical proposal and commercial terms and conditions with caption "**Technical Bid**"

Envelope-2: Shall contain Price Bid and marked "**Price Bid**"

Both the Envelopes 1 & 2 should be put in the third envelope with caption "**separate sealed Envelopes of Technical Bid and Price BID**"

The price bid shall be in two parts. The first part will be for preparation of feasibility reports for power Plant and other projects and for advising and assisting PACL for finalizing type of fuel for Power Plant, identifying suitable value added products etc. The bidder should quote the fixed price for providing these services. The second part i.e. arranging Finance for PACL to the tune of Rs. 250 Crores from Banks/ NBFC/ or any other source should be on the percentage basis and bidders may quote their price accordingly.

The outside of the all the envelopes should also indicate clearly the name of bidder and address.

The bid document complete in all respects should reach in the office of PACL at the address given below before the closing time for submission of bids to the following address on or before the last date of submission:

EXECUTIVE DIRECTOR (MATERIALS & FINANCE)
PUNJAB ALKALIES & CHEMICALS LIMITED
SCO 125-127, SECTOR 17-B,
CHANDIGARH – 160 017

Both Part I and Part II of the tender will not be opened in the presence of the bidders.

The bidders have the option of sending the bid by courier/ registered post or submitting the bid in person, so as to ensure that the bids are received in the specified office of the purchaser, by the date and time indicated in the tender documents. Bids submitted by Fax/ telegram will not be accepted.

If any Bidder needs any clarification/additional information in respect of this Tender, then the same shall be submitted in writing/fax/email to the personnel

of PACL mentioned above. The envelopes/ communication shall clearly bear the following identification/ title "Request for Clarification/ Additional Information required for submitting tender. The requests for clarification should be sent before the date specified in the time schedule given in this Tender. PACL shall not respond to any request for clarification received beyond the date so specified. The bidder requiring any clarification on the Tender RFP document may notify PACL in writing, either by post or email, at the following address:

EXECUTIVE DIRECTOR (MATERIALS & FINANCE)
PUNJAB ALKALIES & CHEMICALS LIMITED
SCO 125-127, SECTOR 17-B,
CHANDIGARH – 160 017

Email: mpsrana@punjabalkalies.com

Telephone: 0172 – 4072566/4072567

Fax: 0172 – 2704797

The Bid and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by Bidder with the Bid should also be written in English language only. The original Bid and the supporting materials, which are not written in English, will not be considered by PACL.

6. Last date for Submission of Bid.

Bidders should submit their bid within 7 days from today i.e. upto 1700 hours IST on the 6th June,2018 at the specified address in the manner as mentioned in the tender documents.

The commercial negotiation will be held on 7th June, 2018 at PACL Head Office, Chandigarh. All the bidders are requested to personally visit the office of PACL for commercial negotiation. Bidders are also requested to make a small presentation before PACL.

7. Validity of Bid.

Bid shall be valid for a period of 90 days from the last date of submission of bid. In exceptional circumstances, PACL may request Bidders to extend the Validity Period of the bid for a specified additional period, which shall not exceed 180 days. The request and the response thereto shall be made in writing by post or email.

8. ARBITRATION

In all cases of dispute or disagreement between the parties hereto as to any matter arising out of or relating to this Purchase Order/Work Order whether such dispute or disagreement shall arise during the continuance of this Purchase Order/Work Order regarding interpretation of this Purchase Order/Work Order or any clause or clauses thereof or upon or after the termination hereof and provided no understanding between the parties can be reached for the settlement of the difference such dispute or difference shall be referred to the sole arbitration of the Managing Director of Punjab Alkalies & Chemicals Limited or any other officer appointed by him on his behalf, in accordance with the provisions of Arbitration and Conciliation Act 1996 or any Statutory modifications or substitute thereof and all the provisions of that Act, so far as are applicable or of any of them for the time being in force shall apply to every reference hereunder.

The award given by such Arbitrator shall be final, conclusive and binding upon the parties to this Purchase Order/Work Order. The Arbitrator may from time to time, with the consent of parties, enlarge the time for making or publishing the award. The arbitration proceedings shall be held at Chandigarh.

Notwithstanding any pending reference to arbitration both parties shall proceed with the execution of their commitments, under the Work Order until the arbitration award is known unless the question of such continuance is a subject matter of such proceedings.

9 LAW & ITS JURISDICTION

You shall be governed by the laws of Government of India in force from time to time and shall be deemed to have been concluded in the Union Territory of Chandigarh. All suits and proceedings shall be subject to jurisdiction of the courts at Chandigarh only.

10 JURISDICTION

All disputes whatsoever that may arise between parties out or in connection with this contract shall always be deemed to have arisen in Chandigarh and only Chandigarh Court will have jurisdiction to entertain them.
