



OIL & GAS DEVELOPMENT COMPANY LIMITED
PROCUREMENT DEPARTMENT (LOCAL), ISLAMABAD
SCHEDULE OF REQUIREMENT

Material :Rate Running Contract of Barite Powder

Due Date:

Tender Enquiry No: **PROC-LA/PT/17148/17**

Bid Bond Value : RS. 2.00 MILLIO

EVALUATION WILL BE CARRIED OUT ON FULL

Attachment(if any) : YES

Sr No	Description	Quantity	Make/Brand offered	Unit	Unit Price (PKR) Inclusive Of All Taxes Except GST	Unit Price (PKR) Inclusive of GST	Total Price (PKR) Inclusive of GST	Delivery Period Offered	deviation from Tender Spec. If Any
1	BARYTE POWDER CONFORMING TO API SPECIFICATION 3-A (ATTACHED)	90000		Metric Ton					

Special Note:- The prospective bidders also download the master set of Tender Document

- The prospective bidders may keep in touch with OGDCL web site for downloading the clarifications/amendments (if any) issued by OGDCL.
- AS PER TOR ATTACHED.

Discount (if any) shall only be entertained on Schedule of Requirement of Bidding Document (Financial Proposal). If the discount is mentioned elsewhere in the bid, the same shall not be entertained.

TECHNICAL SPECIFICATIONS SHEET
OF
BARITE POWDER

Barite is the largest consuming item among the mud additives and is used as weighting agent in the drilling fluid for controlling the subsurface formation pressure during drilling as well as work-over operations.

Each bidder should invariably mention the exact value of the properties of their quoted product. Only to write "conforming to" or "OK" will not be sufficient.

A) TECHNICAL SPECIFICATIONS:

SR. #	PHYSICAL PROPERTIES	REQUIRED SPECIFICATIONS	EXACT VALUE OF THE OFFERED PRODUCT
01.	Density	4.20 g/cm ³ (Minimum)	
02.	Water Soluble Alkaline Earth Metals as Calcium	250 mg/Ltr. (Maximum)	
03.	Residue on US Sieve No. 200 (Wet screen analysis)	3% by weight (Maximum)	
04.	Residue on US Sieve No. 325 (Wet Screen analysis)	5% by weight (Minimum)	

B) NECESSARY DATA

SR. NO.	DESCRIPTION	TO BE FILLED IN BY THE BIDDER
01.	Name of Bidder	
02.	Complete address, telephone, e-mail and fax numbers of bidder	
03.	Name of the Mine Owner (Producer) / Leaser	
04.	Name of Authorized Signatory of Mine Owner (Producer) / Leaser.	
05.	Complete address, telephone, e-mail and fax number of Mine Owner (Producer) / Leaser.	
06.	Website of the quoted Mine Owner (Producer) / Leaser.	
07.	Name, Designation, Phone / fax and e-mail of contact person of quoted Mine Owner (Producer) / Leaser.	
08.	Brand name of Product	
09.	Minimum shelf life of the quoted product.	

- C) Names of at least 07 clients / sales achievement (E & P companies only) other than OGDCL to whom supplied the quoted product in bulk quantity (not less than 1000 M Ton / Year) with contract numbers and quantities during the last Five (05) years effective from year 2012 as a proof of Five years experience.

SR. NO.	NAMES OF CLIENTS WITH ADDRESS AND TELEPHONE NOS.	CONTRACT / PURCHASE ORDER NOS. WITH DATE	QUANTITY SUPPLIED (M. TON)
01.			
02.			
03.			
04.			
05.			
06.			
07.			

- D) NECESSARY ATTACHMENTS:

SR. NO.	DESCRIPTION	ATTACHED/ PROVIDED OR NOT.
01.	Product Data Memorandum in original printed by Mine Owner (Producer) / Leaser.	Attached / Not attached
02.	Material Safety Data Sheets in original printed by Mine Owner (Producer) / Leaser.	Attached / Not attached
03.	Valid API Certificate for the production of API Barite.	Attached / Not attached
04.	Original authority letter issued by Mine Owner (Producer) / Leaser to the bidder for quoting their product.	Attached / Not attached
05.	Valid authentic certificate as a proof for ownership of the Mine / Lease for the quoted product from any Govt. Authority / Chamber of Commerce.	Attached / Not attached
06.	Company profile with manufacturing capability & experience of last 05 years.	Attached / Not attached
07.	2 (two) Kgs. sample of offered product.	Provided / Not provided

PACKAGING FOR BARITE POWDER:

Barite Powder should be packed in one (01) M Ton export quality new Jumbo Bags having thick, high density inner Polythene Liner for rendering material completely moisture proof. The packaging of the Barite Powder should be of international standards and capable to safe transportation during road journey from factory to OGDCL Stores & Stores to well site and to withstand prolonged & harsh weather conditions at the storage points and at the well sites / locations.

MARKING:

Each bag should have clearly legible marking, as given below;

- Name of the product.
- Name of the Mine Owner (Producer) / Leaser
- Date / month / year of production
- Minimum shelf life
- Supply order number against which supplies are made.
- Lot No. _____ / Batch No. _____.

Not attached please.
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INSTRUCTIONS TO THE BIDDERS/ TERMS & CONDITIONS:

1. The Mine Owner (Producer) / Leaser of the quoted products must have minimum **05** years experience of producing/ processing/ manufacturing & supplying of indented chemical to E & P companies specifically, duly supported by valid authentic **Certificate** as a proof for Mine Owner (Producer) / Leaser of the quoted products.
2. **Minimum shelf life** of the quoted products should not be less than 03 years.
3. Technical Specifications Sheet of the quoted products duly filled-in must be enclosed in the technical bid.
4. Technical bids will be evaluated, keeping in view the track record of **Bidder & Mine Owner (Producer) / Leaser** and the bids will be declared technically non-responsive if the previous performance of any of the stated entities, all the associated subsidiary undertaking whether by way of common directorship, common management and control share holding or direct or indirect control through directors prove to be unsatisfactory and accordingly stand disqualified from participating in OGDCL tenders or contracts.
5. The **bidder** (in case of Pakistan origin) must be registered with Securities & Exchange Commission of Pakistan (**SECP**).
6. An authority letter in original issued by the Mine Owner (Producer) / Leaser for allowing the bidder to quote their product for this particular tender enquiry, duly signed/stamped, must be attached with the technical bid in case the bidder is not manufacturer.
7. All the bidders must have to provide/ submit the **02 Kgs Sample** of the quoted product along with technical bids at the time of bid submission.
8. If any of the information provided by the bidders proves wrong or any counterfeited/unlawful document is submitted to mislead department, OGDCL reserves the right to disqualify such bids without further assigning any reason. Such bidders will not be allowed to bid for any future procurement.
9. The average annual consumption is **30,000 M/Tons** per year. The quantities of indented material can be increased or decreased at the time of finalization of case according to the requirement.
10. Prior to supply of the material, the supplier of the product shall have to arrange physical inspection of the material from purchaser representative (Indenting Department) of the ready stock of material for supply to OGDCL. For the confirmation of technical specs the drawn representative samples will be tested at OGDCL Lab.
11. The final acceptance of the requisite consignment will be made after physical inspection of consignment & Lab analysis of representative sample drawn after its delivery at OGDCL Store / any location or Rig site, for conformance to technical specs of tender documents. The lab analysis will be undertaken at OGDCL own or any other reputable lab of OGDCL choice including but not limited to M/s Intertek, M/s SGS & M/s PCSIR and acceptance of the results will be binding over the supplier.
12. Material must have to be lifted back by the vendor if found not as per technical specifications of this particular tender enquiry even after its receipt at the base stores / any location or Rig site and have to replace with the material conforming to technical specifications with no cost to OGDCL.
13. In case the Barite is supplied at any OGDCL Rig site (other than Khadeji & Chak Naurang Base Stores), the location distance given by OGDCL will be considered final.
14. The rate quoted for each fiscal year will remain valid for that period.

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15. The successful bidder will not be having any objection if the transport is arranged by OGDCL for lifting the Barite from the Mill / Factory.
16. Loading of the Barite Powder at Mill / Factory shall be responsibility of the bidder, while unloading at the destination shall be responsibility of OGDCL.
17. OGDCL shall place Local Purchase Order to the successful bidder from time to time on as & when required basis for delivery of Barite Powder during the execution of contract.
18. The supplier will have to provide the demanded quantity of the material within 10 days after receiving the mobilization notice from OGDCL, failing to which action will be taken as per rules.
19. All the bidders must have to quote their rates for the 03 fiscal years on per M.Ton basis as per the following format.

Sr. No.	Fiscal Year	Unit Rate per M/Ton (Ex-factory) inclusive of all application taxes except GST Pak Rs.	Unit Rate per M/Ton (Ex-factory) inclusive of all application taxes and GST Pak Rs.
1.	01-07-2018 TO 30-06-2019		
2.	01-07-2019 TO 30-06-2020		
3.	01-07-2020 TO 30-06-2021		

20. **DELIVERY PLACE**

- (i) At our Khadeji Base Store, Indus Highway, Sindh.
- (ii) At our Chak Naurang Base Store, Chakwal, Punjab.
- (iii) At any location / Rig site of OGDCL in all over Pakistan as per operational requirement.

21. **CONTRACT PERIOD**

Three years effective from 1st July, 2018 to 30th June, 2021 on as & when required basis, as per operational requirement.

22. **RESERVE STOCK**

2,500 M/Tons Barite will be kept in reserve stock by the supplier during the whole contract period for lifting on short notice in emergency.

23. **PAYMENT TERMS**

Payment after Delivery (Part Delivery Part Payment).

24. The successful bidder will be responsible for arranging the Transport from ex-mill / factory up to the destination as per written advice of OGDCL, for the purpose supplier will obtain at least 03 (three) quotations from the transporters and will send it to OGDCL Head Office for approval, after the approval of transportation value, transport will be arranged accordingly by the supplier.
25. Freight charges will be paid at actual direct to transport contractor, which will be approved by the Management of OGDCL from time to time up to the destination, as per advice of OGDCL.

RATE RUNNING CONTRACT FOR SUPPLY OF BARITE POWDER

THIS AGREEMENT is signed by and between Oil & Gas Development Company Limited, with its registered office at Islamabad (*thereafter referred to as OGDCL*) with NTN # 0787223-2, OGDCL House, Supply Chain Management Department, 1st Floor, G-6/F-6, Jinnah Avenue, Islamabad through Manager (Local) Procurement which expression shall, where the context so admits, means and includes its successors interest and assigns of the first part AND M/s _____ with NTN# _____ having its office at _____ (hereinafter referred to as _____) shall, where the context so admits, means and includes its successors in interest and assigns of the second part.

1. WHEREAS M/s _____ is in the Business of Mining and Grinding of Barite. NOW is hereby agreed and declares as follows:
 - i) Whereas M/s _____ and M/s OGDCL hereby agree to enter into an exclusive Rate Running Contract for the supply of Barite Powder (API Standard) for a period of three years effective from **1st July, 2018 to 30th June, 2021** which shall be extendable further on terms and conditions to be mutually agreed upon between both the parties. M/s _____ has agreed to supply and M/s OGDCL has agreed to buy the API Barite Powder at the following fiscal year-wise prices of per M/Ton Ex-factory, inclusive of all taxes & General Sales Tax (GST):

Sr. #	Fiscal Year	Price per M.Ton (Ex-Factory) inclusive of all taxes except GST PKR	Price per M.Ton (Ex-Factory) inclusive of all Taxes & GST PKR
01.	01-07-2018 To 30-06-2019		
02.	01-07-2019 To 30-06-2020		
03.	01-07-2020 To 30-06-2021		

2. FREIGHT CHARGES:

- i) M/s _____ will not having any objection if transport is arranged by OGDCL for lifting of Barite from supplier's Factory/Mill.
- ii) If M/s _____ arranges transport for lifting of Barite from Ex-mill, then M/s _____ will obtain at least three quotations from

the transporters and transport will be arranged after conveying to the supplier regarding approval of rates from OGDCL Management.

- iii) Freight charges will be paid at actual approved rate by OGDCL Management direct to transport contractor, by the incharge location of the destination.

3. **DELIVERY:**

- i) M/s _____ shall always maintain stock of 2,500 M/Tons Barite Powder so that the delivery is made within the shortest possible time on the receipt of demand in accordance with Purchase Order.
- ii) All Purchase Orders of Barite Powder shall be placed by OGDCL in writing from time to time on "as & when required basis" for delivery of Barite Powder during currency of the contract.
- iii) Loading of the Barite Powder at the M/s _____'s Factory/Mill, shall be the responsibility of the supplier while unloading of the Barite Powder at the destination shall be responsibility of OGDCL.

4. **PAYMENT TERMS**

- i) OGDCL shall arrange payments after delivery of material (part delivery part payment) within 30 days from the receipt of invoices and other documents mentioned on the overleaf of LPO.
- ii) If a demand for a certain quantity of Barite is raised against a prevailing LPO by OGDCL; at least Ten (10) days period to the expiry date of respective contract year i.e. **30th June**, and contractor supplies after the threshold dated i.e. 30th June), the payment of material as well as payment of freight will strictly be made on the previous year approved rates.

5. **MINIMUM QUANTITY TO BE LIFTED:-**

- i) OGDCL shall lift the estimated quantity of 30,000 M. Tons Barite Powder on yearly basis during the currency of the contract which may increase or decrease.

6. **TAX:**

- i) Income Tax will be deducted by OGDCL at source according to prevailing rate prescribed by the Govt. of Pakistan. Tax will not be deducted on submission of valid exemption certificate by supplier issued by the Income Tax Authorities.
- ii) M/s _____ will submit original Sales Tax Invoices along with Annexure-C issued by FBR with status "submitted" upon completion of deliveries.
- iii) Any increase or decrease in the rate of taxes except withholding income tax by the Government of Pakistan shall be on OGDCL's account.

7. **TENURE:**

- i) This for purchase of Barite Powder shall be for the period of three years basis i.e. **from 1st July, 2018 to 30th June, 2021** which may be extended

further on mutually agreed terms and conditions unless earlier terminated by either party upon giving three months notice to the other party.

8. **FORCE MAJEURE:**

- i) M/s _____ shall not be liable for penalty for delay in delivery of Barite, if and to the extent delay in delivery or other failure to perform its obligation under the purchase order, are the result of an event of Force Majeure i.e. causes such as natural calamities, war, civil disturbance, military action, fire as well as other circumstances proved beyond the reasonable control of the supplier, which may impede the fulfillment of the obligations under the purchase order.
- ii) M/s _____ shall notify OGDCL promptly of the occurrence of Force Majeure and submit its case in writing within 07 days of such occurrence.
- iii) If any of the party is prevented to fulfill its assumed obligations by Force Majeure of constant duration of at least one month, the party shall meet for negotiation. If no satisfactory agreement is reached within a period of two months from the commencement of the Force Majeure conditions, either party shall have the right to cancel the purchase order with immediate effect.

9. **ARBITRATION:**

- i) In the event of any dispute of difference arising out in connection with this Agreement, the parties hereto shall use their best endeavor to settle the dispute amicably. If amicable settlement cannot be arrived at, the matter shall be referred to for arbitration under Pakistan Act, 1940 and the award of the decision of the Arbitrator shall be final and binding on both the parties.

10. **OTHER TERMS & CONDITIONS:**

- i) Tender Document, Technical and Financial Bids and all relevant correspondence will be integral part of this Contract.

WITNESS whereof the parties have executed this agreement at Islamabad on the date first mentioned.

Signed for and on behalf of:

Signed for and on behalf of:

Oil & Gas Development Company Ltd,
Head Office, Islamabad.

M/s _____

Witness:

Witness:

Please