

OIL & GAS DEVELOPMENT COMPANY LTD



TERMS OF REFERENCE

FOR

**SUPPLY OF RAW UTILITY WATER
(AVERAGE 207,328 LITERS PER DAY) THROUGH
WATER BOWSERS AT LPG PROCESSING PLANT AT
NASHPA DISTT. KARAK, KPK.**

INVITATION FOR BIDS

Date: _____

Bid Reference No.: SUPPLY OF RAW UTILITY WATER (AVERAGE 207,328 LITERS PER DAY) THROUGH WATER BOWSERS AT LPG PROCESSING PLANT AT NASHPA DISTT. KARAK, KPK.

1. The Oil & Gas Development Company Limited (OGDCL) Islamabad (the "Employer") intends to hire services of a firm for supply of utility water (Average 207,328 liter per day) at LPG processing plant at Nashpa Distt. Karak, KPK.
2. The Employer invites sealed bids from eligible firms or persons. Bidders may download ToRs from OGDCL website www.ogdcl.com and obtain further information, from the office of the Party Chief Engineering Field Party No.III near Sadqal Oil Field, Fateh Jhang District Attock. Phone No. 03005550946, 0572210476 Fax No. 0572210011.
3. All bids must be accompanied by bid bond in the form of CDR or Payorder or demand draft or bank guarantee as mentioned in press advertisement and shall be in the name of OGDCL Islamabad. Bids shall be delivered at OGDCL House, Jinnah Avenue Blue Area Islamabad as per address mentioned in press advertisement. Bids will be opened at time and date as mentioned in press advertisement, in the presence of bidder's representatives who choose to attend.

FORM OF BID

Bid Reference No.: SUPPLY OF RAW UTILITY WATER (AVERAGE 207,328 LITERS PER DAY) THROUGH WATER BOWSERS AT LPG PROCESSING PLANT AT NASHPA DISTT. KARAK, KPK.

To:

General Manager (Supply Chain Management),
Oil & Gas Development Company Limited,
OGDCL, Islamabad.

Gentleman,

1. Having examined the TORs / Conditions of Contract and Addenda Nos. _____ for the above-named Works, we, the undersigned, offer to supply raw utility water as desired in conformity with the TORs / Conditions of Contract and Addenda for the sum of Rupees per liter _____ (Rs. _____) or such other sum as may be ascertained in accordance with the said conditions.
2. We understand that all the Appendices attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith required documents for Bid Security as desired and understand that in case of our failure to abide by the terms of the bid documents/ bid or violates the same we may be entailed for temporary debarment / blacklisting for three years.
4. We undertake, if our Bid is accepted, to commence the Works and keep uninterrupted supply of raw utility water for entire period of the Works comprised in the Contract.
5. We agree to abide by this Bid for the period of 120 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.
8. We understand that you are not bound to accept the lowest or any Bid you may receive.

9. We understand that work order shall be issued for supply of raw utility water for one year and Performance Bond shall be in the form of Bank Guarantee @ 10 % of our bid price. It will be provided to you within 14 days from the date of issuance of LOI. In case of non-compliance an action against us shall be action as per No.3 above.

Dated this _____ day of _____ 2018

Signature: _____

in the capacity of _____

duly authorized to sign Bids for and on behalf of

(Name of Bidder in Block Capitals)
(Seal)

Address: _____

Witness:

Signature: _____

Name: _____

Address. _____

Occupation _____

Appendix-A to Bid**SPECIAL STIPULATIONS****Clause****Conditions of Contract**

1.	Minimum Amount of Performance Security	10% of total Contract Price as stated in the Letter of Acceptance in the form of Bank Guarantee.
2.	Minimum amount of Third Party Insurance	Rs. 500,000/- (Five Hundred Thousands) per occurrence with number of occurrences unlimited.
3.	Time for Commencement	Within 03 days from the date of receipt of Engineer's Notice to Commence.
4.	Time for Completion	12 months
5.	Amount of Liquidated Damages	0.1 % of the Contract Price for each day of delay / interruption in supply of raw utility water and subject to a maximum of 10% of Contract Price stated in the Letter of Acceptance.
6.	Time of Payment from delivery of Engineer's Interim Payment Certificate to the Employer.	As per Employer's procedure.
7.	Price Adjustment Clause	No price adjustment on account of market fluctuations.

PERFORMANCE GUARANTEE
(Bank Guarantee Required as per OGDCL Format)

Guarantee No. _____
Executed on _____
Amount of Guarantee _____
Expiry date _____
Beneficiary: OGDCL, Islamabad

[Oil & Gas Development Company Limited, Islamabad]

Name of Guarantor (Bank) with
address: _____

(Scheduled Bank in Pakistan)

Name of Contractor with address: _____

Penal Sum of Guarantee (express in words and
figures) _____

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Contractor we, the Guarantor above named, are held and firmly bound unto the Oil and Gas Development Company Limited (OGDCL), Islamabad (hereinafter called the Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made Immediately and forthwith to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Contractor has accepted the Employer's above said Letter of Acceptance for the execution and completion _____ of _____ works _____ for

_____ and hereto attached.

NOW THEREFORE, if the Contractor shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents and Contract/Agreement during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the demand for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably, unconditionally and independently guarantee to pay to the Employer immediately and forthwith upon the Employer's First and Simple written demand without cavil or arguments or question, query, objection and contestation and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written demand that the Contractor has refused or failed or annulled or suspended the contract/agreement or caused delay to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole absolute and final judge for deciding whether the Contractor has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection question, query and contestation any sum or sums up to the amount stated above upon first written demand from the Employer immediately and forthwith and without any reference or recourse to the Contractor, Account Party Principal or any other person.

The Guarantor Bank warrants, represents and confirms that this Bank is fully authorized, empowered and has all necessary corporate approvals and authority for issuance of this Bank Guarantee.

We further guarantee that any payment made hereunder shall be made free and clear of, and without deduction for or on account of, any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomever imposed.

The Covenants herein contained constitute unconditional, irrevocable, independent and direct obligations of the Guarantor. No alteration in the terms of the Contract or in the extent or nature of the work to be performed there under and no allowance of time by the Employer or other forbearance or concession or any other act or omission by Employer which but for this provision might exonerate or discharge the Guarantor shall in any way release the Guarantor from liability hereunder.

This guarantee is governed by and shall be construed in accordance with the laws of Islamic Republic of Pakistan.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Guarantor (Bank)

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)

1. **Authorized**

Signature

2.

Name

3.

Title

Corporate Guarantor (Seal)



OIL & GAS DEVELOPMENT COMPANY LTD, ISLAMABAD.

SUBJECT:- SUPPLY OF RAW UTILITY WATER (AVERAGE 207,328 LITERS PER DAY) THROUGH WATER BOWSERS AT LPG PROCESSING PLANT AT NASHPA DISTRICT KARAK, KPK.

DEAR SIR,

1. OGDCL intends to hire services of a contractor for supply of raw utility water (Average 207,328 liters / day) at LPG processing plant at Nashpa District Karak, KPK. The actual requirement of water supply for summer season (April to October) is 230,664 liters and for winter season (November to March) is 167,391 liters which comes out to be average 207,328 liters per day.
2. You will quote per liter cost for the raw utility water supplied at site and it shall be inclusive of all taxes levies overhead charges profit and other expenditure as per schedule "A".
3. Technical & Financial Proposals sealed in envelopes, shall reach this office on or before the date and time mentioned in the advertisement. Proposals shall be opened on the same day at the time mentioned in the advertisement in presence of the participants, who choose to attend, however financial shall be announced after technical evaluation as per criteria given in this TOR under Single Stage One Envelope procedure.
4. The Terms of Reference for supply of raw utility water at LPG processing plant at Nashpa District Karak, KPK are as under:-
 - 4.1 Source of raw utility water for supply at LPG processing plant at Nashpa to be identified by the supplier himself, however he will inform the Engineer-in-Charge for approval. Engineer-in-Charge may conduct all Physical, Chemical and Biological / Bacteriological tests for the source water randomly and may declare it unfit for utility purpose based on the test reports.
 - 4.2 The Vehicles / tankers / bowsers used for supply of water shall be in hygienic and satisfactory working conditions.
 - 4.3 Drivers hired for vehicles / tankers / bowsers by the contractor must have valid CNIC & Driving License.
 - 4.4 The contractor shall ensure that the papers of vehicles (Registration, road permit, tax and insurance documents and pollution / fitness certificate etc) are complete in accordance with government laws.

- 4.5. The rate quoted by the bidder shall be for supplied water at site and inclusive of all taxes, levies, cost of drivers, all maintenance, Fuel, Engine Oil and other expenditures.
- 4.6. Supplier is required to use insured vehicles / tankers /bousers. Supplier shall be responsible for any theft, accident or any fault in vehicle.
- 4.7. Supplier shall be responsible for safety and security of his vehicles / tankers / bouzers and staff during movement in the entire contract period.
- 4.8. Supplier shall be responsible for violation of traffic rules & misconduct of drivers and any adulteration to the supplied water during supply. Intended use of treated water is for utilities and must be taken into consideration.
- 4.9. Contract Period for supply of raw utility water to LPG Processing Plant at Nashpa District Karak KPK shall be one year from the date of issuance of work order/purchase order/service order.
- 4.10. Payment shall be made on monthly basis, based on quantity of the supplied water for the month as verified by the Engineer-in-Charge under provisions of the contract agreement.
- 4.11. Performance bond shall be in the Shape of Bank Guarantee @ 10% of the bid price for supply of water and valid till Completion of services. Performance Bond to be provided by the successful Supplier within 14 Days of issuance of LOI. Performance Bond will be liable to forfeiture under default of the Contractor.
- 4.12. Performance Bond in the shape of Bank Guarantee shall be retained till completion of services and will be released on successful completion of services.
- 4.13. Any delay / interruption in supply of water without any valid reason will be considered as Liquidated Damages and will be charged as 0.1% per day of the bid price with maximum upto 10% of the bid price.
- 4.14. Additional services if required (other than the services mentioned in the scope of services) will be paid on the rate mutually agreed by both the parties hereafter.
- 4.15. The Contractor shall insure, in the joint names of the Contractor and the Employer, against liabilities for death of or injury to any person or loss of or damage to any property (other than the Works) arising out of the performance of the Contract. This 3rd Party liability will be in form of Insurance Guarantee @ Rs.500,000/- per Occurrence with unlimited number of occurrences and will be provided by the Supplier after taking over the Site.
- 4.16. In Case of any dispute, Suspension of work and default, the PEC standard procedure shall be followed.
- 4.17. No escalation shall be allowed on account of fluctuation in market rates.

- 4.18. The contract may be terminated without any notice, after award and during contract period, if the services are no more required or the supplier fails to abide by the terms of the bid documents or violates the same or do not follow the instruction of the Engineer-in-Charge or take no remedial / correction measures after receiving written notice from the engineer-in-Charge.
- 4.19. In case a bidder fails to abide by the terms of the bid document / bid or violates the same it may entail temporary debarment / blacklisting for three years. In addition to above to ensure the genuine bidders participation, the following document must be provided with the bid /Technical proposal:
- a. Certified copy of Certificate of Incorporation (in case of companies) or Registration Certificate (in case of firms).
 - b. Certified copies of financial statements / annual audit reports for the last three years (for Companies & Firm) or certified copies of tax Returns for the last three years for local individuals.
 - c. Valid National Tax No.(NTN) and GST Registration Certificate (for local bidders).
- 4.20. The procedure permissible for open competitive bidding shall be Single Stage One Envelope system as per PPRA rules.
- 4.21. If supply of raw utility water is required beyond the completion period, then contract for supply can be extended on mutual consent of supplier and Employer.
- 5.0 Bid Evaluation Criteria is attached.

Thanking you.

Enclosure : 1. Schedule A
2. Evaluation Criteria.

Yours faithfully,

(CONTRACTOR)

PARTY CHIEF EFP-III

SCHEDULE "A".



**OIL & GAS DEVELOPMENT COMPANY LTD,
C&ESS DEPARTMENT,
CONTRACT SECTION,
ISLAMABAD.**

SUMMARY OF QUOTED FEE

SR. NO.	NAME OF WORK	QUOTED FEE CHARGES (RS) Lump sum
01.a	Per liter cost of raw utility water supplied at site inclusive of all taxes, levies, driver cost, fuel, repair and all other expenditures.	Rs. _____
b.	Bid Price for 12 months (207,328 X 30 X12 X per liter quoted cost above).	Rs. _____

(RUPEES _____ ONLY)

(CONTRACTOR)
Signature & Seal.

TECHNICAL EVALUATION CRITERIA FOR SUPPLY OF RAW UTILITY WATER AT LPG PROCESSING PLANT AT NASHPA, DISTRICT KARAK, KPK, KPK.

Sr. No.	Name of Firm	Audited accounts / Bank Statements for last 3 years (15)	General Experience (05) (Work/Supply orders / Completion Certificates / Delivery Challans required)	Relevant Experience (30) (Work/Supply orders / Completion Certificates / Delivery Challans required)	List of Tankers / bowsers / vehicles with make model and capacity (25) (lease agreement or sale and purchase agreement required)	List of Staff with valid CNIC, Driving License (15)	HSE Policy (10)	Arbitration or Litigation (- 5)	Total	Remarks
1										
2										
3										
4										
5										