# OIL & GAS DEVELOPMENT COMPANY LIMITED PROCUREMENT DEPARTMENT, ISLAMABAD FOREIGN SECTION C

- OF PROTUDENTENIT

(To be completed, filled in, signed and stamped by the principal)

ANNEXURE 'A'

Material

SPARES FOR DIESEL ENGINE OF KPD-TAY PLANT

**Tender Enquiry No** 

Sr No Description

PROC-FC/CB/P&P/KPD-4026/2018

**Due Date** 

**Evaluation Criteria** 

FULL

Fuel pump, Part No. SE597V Or Equivalent. Head Cylinder Gasket, Part No. SE2H Or Equivalent. Nozzle gasket, Part No. 277124 Or Equivalent. Nozzle, Part No. PERKAT40274 Or Equivalent. O-ring, Part No. T417178 Or Equivalent.

Radiator Belt, Part No. T402213 Or Equivalent.

Water Pump, Part No. SEV145H Or Equivalent.

Turbo Compressor, Part No. T401933 Or Equivalent.

Starter, Part No. 701135 Or Equivalent.

Air Filter Element, Part No. 0991PE00620 Or Equivalent. Belt Tachim, Part No. 0991PE00586 Or Equivalent. Cylinder head Assy, Part No. T402074 Or Equivalent.

SCHE	OULE OF R	EQUIKEN	IENI	The Decision	Total Price	Deviated From
Unit	Quantity	Unit Price (FOB)	Total Price (FOB)	Unit Price C & F BY SEA	C & F BY SEA	Tender Spec. If Any
Number	16					
Number	1					
Number	1			*		
Number	1					
Number	16					
Number	16					
Number	4					
Number	4					

#### Note:

- These parts are required for diesel engine make Perkin International model number 4016-61TRG3 frame serial number DGXR8069U17878X or equivalent.
- Standard warranty and guarantee for all the items should be provided.
- Items to be supplied in original OEM Packing
- All items to be supplied must be newly manufactured and free from defects.
- All ambiguity on part numbers of the supplied items should be cleared prior to submission of proposal

Number

Number

Number

Number

- In case equivalent items are quoted or superseded part number 100% compliance to fits and tolerances is required. Technical literature should also be provided. Bidder must provide documentary proof that supplied items are exact replacement of parts mentioned in SOR.
- Bidder must provide OEM Authority Letter in case of modified or superseded part numbers
- The delivery period must be quoted to the most minimum possible extent however delivery period should not exceed 150 days from the date of establishment of letter of credit
- Payment will be made on following payment milestones:
  - a. Seventy (70%) percent of Material LC/Purchase Order Price shall be paid by OGDCL on shipment of the complete material.
  - b. Thirty (30%) percent of the Material LC/Purchase Order Price shall be released under the L/C upon delivery of Complete Equipment/material at Karachi Port, Pakistan and after inspection/acceptance of material confirming complete delivery on submission of balance payment invoice.
- 10. The bid validity period of 180 days is required from the date of bid submission/opening.
- 11. The charges at Karachi Seaport/Airport should be included in the freight cost of CFR delivery along with corresponding charges such as delivery order/port handling & container rentals for free time etc. However this freight cost should not include custom duties and taxes at Karachi Seaport/Airport which shall be paid by OGDCL.

#### TENDER NO. PROC-FC/CB/P&P/KPD-4026/2018

#### SUPPLY OF SPARES FOR DIESEL ENGINE OF KPD-TAY PLANT

# TABLE OF CONTENTS CONSISTING OF FOLLOWING SECTIONS

### **SECTION - I**

- A. Schedule of Requirement (Annexure-A)
- B. Terms and Conditions (Attachment # 01)
- C. Payment Terms (Attachment # 02)
- D. Performance Bond Format (Attachment # 03)
- E. Delivery Period (Attachment # 04)
- F. Corporate and Financial Information (Attachment # 05)

### **SECTION - II**

MASTER SET OF PRESS TENDER DOCUMENTS-FOREIGN AVAILABLE ON OGDCL WEBSITE: <a href="https://www.ogdcl.com">www.ogdcl.com</a> FOR REMAINING TERMS & CONDITIONS ALONG WITH ANNEXURE I.E DATA SUMMARY SHEET, BIDDING FORM, INTEGRITY & ETHICS PACT ETC

(Note: In case of any conflict between Section I & Section II, Section I shall prevail)

#### **TERMS & CONDITIONS**

- **1.** The case will be processed on single stage two envelop bidding procedure as per PPRA Rules.
- 2. Bid shall remain valid for a period of 180 Days from the date of technical Bid Opening.
- 3. Commercial evaluation will be made on complete package. Incomplete bid will be rejected and will not be considered for evaluation. Bidders should quote for all the items in schedule of requirement.
- 4. The bidders are required to submit a Bid bond amounting to <u>USD 600/-</u> or equivalent Pak rupees in shape of Bank Guarantee/pay Order upfront along with the technical bid. Any bid without bid bond shall be rejected without any right to appeal.
- 5. Bid Bond shall remain valid for a period of 210 Days from the date of technical Bid Opening. *Bid Bond from RBS/NIB/SUMMIT Banks is not acceptable.*
- OGDCL may arrange Third Party Pre-Shipment Inspection at its own cost. TPI Report issued by TPI Firms i.e. SGS/Velosi/Lloyds/TUV Austria shall be the Part of Shipping Documents.
- 7. Within ten (15) days of the receipt of notification of intent to award the Contract from OGDCL, the successful Bidder shall furnish a Performance Bond in the Form of Bank Guarantee (Attachment-03) for an amount of US\$ ten (10) percent (%) of the Contract Price as a guarantee for the due and faithful performance of the Contract. The said Performance Bond shall be valid upto Twenty Four (24) months from the date of shipment. The performance Bond shall be issued by a Pakistani Scheduled Bank or an International Bank operating in Pakistan and acceptable to OGDCL except RBS/NIB/SUMMIT Banks is not acceptable. Failure of the successful Bidder to comply with the requirements of Instruction shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Bond, in which event OGDCL may make the award to the next lowest evaluated Bidder or call for new Bids.
- 8. The bidder shall provide a "certificate of compliance/acceptance" (attachment # 06) of complete tender document along with the technical bid.
- 9. Only those clarifications will be entertained which are received ten (10) days before technical bid opening. Any clarification received after that shall not be responded.
- 10. Payment will be made as per Attachment No. 02.
- 11. Corporate and financial information of the company needs to be submitted with the technical bid as per Attachment # 05.
- 12. Note that hand filled bids are not acceptable

#### PAYMENT TERMS

The payment shall be made as follow:-

- a. Seventy (70%) percent of Material LC/Purchase Order Price shall be paid by OGDCL on shipment of the complete material. The payment under the L/C shall be effected upon submission of following documents upon each shipment of material component:
  - I. Original Clean on-board ocean vessel Master bills of lading.
  - II. Original detailed invoice showing material description, quantity unit price and total price strictly in line with the Contract.
  - III. Packing list
  - IV. Certificate and list of measurements and weight gross/net.
  - V. Mill Inspection/Quality Certificate.
  - VI. Insurance declaration.
  - VII. Warranty Certificate
  - VIII. Certificate of origin.
- b. Thirty (30%) percent of the Material LC/Purchase Order Price shall be released under the L/C upon delivery of Complete Equipments/material at Karachi Port, Pakistan and after inspection/acceptance of material confirming complete delivery upon submission of Supplier's original invoice accompanied by OGDCL certificate that the complete equipment/material has been delivered.

#### PERFORMANCE BANK GUARANTEE

Oil & Gas Development Company Limited OGDCL House, Jinnah Avenue, Blue Area, Islamabad, (Pakistan)

Dear Sir

Doa. C	,									
Ref;	our	Bank	Guarantee	No			in	the	sum	of
				_ Account			in co	nsidera	tion of	you
having			ente	red		into			Con	tract
No			Dated		with_					C
alled C	ontract	or and i	n consideration	n for value	received	from CONTRACTO	R. We	hereby	/ agree	and
underta	ake as t	following	S:					•	•	

- To make unconditional payment to you as called upon of (10%) ten percent of the Contract value of the contract price mentioned in the said contract, on your written FIRST and SIMPLE demand without further recourse, question or reference to CONTRACTOR or any other person in the event of default, non-performance or non-fulfillment by CONTRACTOR of his obligations, liabilities, responsibilities under the said contract of which you shall be the sole judge.
- The accept written intimation from you as conclusive and sufficient evidence of the existence of the default or breach as aforesaid on the part of CONTRACTOR and to make payment immediately and forthwith upon receipt of your FIRST and SIMPLE written demand.
- 3 This Performance Bond shall remain valid and in full force and effect upto \_\_\_\_\_ or issue of statement of discharge by your authorized representative or return of original guarantee whichever is earlier.
- 4 <u>DEMURRAGE DUE TO DELAY IN RECEIPT / NEGOTIATION OF ORIGINAL SHIPPING DOCUMENTS.</u>

If clean documents are not negotiated within Negotiation Period allowed in Letter of Credit or documents are with held by Bank on account of any discrepancy:

- If the Demurrage, if any incurred due to late negotiation of the Clean Documents and paid by OGDCL will be realized from the beneficiary of L/C, by encashing this Performance Bond to the extent of demurrage amount. In case demurrage amount exceeds the total value of this Performance Bond the balance amount will be payable by the beneficiary.
- 1 That no grant of time or other indulgence to, amendment in the terms of the Contract by Agreement between the parties, or imposition or Agreement with CONTRACTOR in respect of the performance of his obligations under the said Agreement, with or without notice to us, shall in any manner discharge or otherwise affect this Guarantee and our liabilities and commitments there under.
- 2 This is an independent and direct obligation guarantee and shall be binding on us and our successors interest and shall be Irrevocable.
- This guarantee shall not be affected by any change in the constitution of the <u>Guarantor Bank</u> or the constitution of the Contractor.
- 4 The Guarantor Bank Warrants and represents that it is fully authorized, empowered and competent to issue this guarantee.

(BANKERS)

# DELIVERY PERIOD TIME IS OF ESSENCE

### **SUPPLY OF EQUIPMENT/MATERIAL**

The Supplier is required to deliver the complete equipment/material in **One Hundred Fifty** (150) Days on CFR by Sea Karachi Port basis from the date of establishment of letter of credit.

#### FORMAT OF CORPORATE & FINANCIAL INFORMATION

#### <u>PART - I</u> GENERAL INFORMATION

1.	Name (Full Company Name):	
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- Postal Address :
- Telephone:
- Facsimile:
- e-mail:
- Website Address:
- 1.1 Has the Company operated under any other name? If yes please give name, date of change and reason for change.
- 2. Type of Entity/Firm:
  - Corporation/Stock Company
  - Public Limited
  - Private Limited
  - Partnership
  - Proprietorship
- 3. Shareholders information/pattern with names and addresses of majority shareholders.
- 4. Place of Incorporation/Registration:
- 5. Year of Incorporation/Registration: (Please provide copies of Incorporation/Registration Certificates and Memorandum & Articles of Association)
- 6. Company's National Tax No.
- 7. Company's Core Business Areas and their annual sales revenue/earnings during last five (5) years.
- 8. Name & Address of Owners/Directors
- 9. Valid Registration Certificate with Pakistan Engineering Council (PEC) where applicable.

## <u>PART - II</u>

#### **FINANCIAL STRENGTH**

Signature

1. Provide details with regard to the financial standing of the applicant including copies of last three (3) years Audited profit & loss account and balance sheet. Also, please fill the financial summary as per below table;

S. No.	Description	Years					
J. NO.	Description	2014	2015	2016			
1	Sales Revenue						
2	Paid Up Capital						
3	Profit Before Tax						
4	Profit After Tax						
5	Current Assets						
6	T. Asset						
7	Owner Equity						
8	Long Term Debt						
9	Current Liability						
10	Total Liabilities						

- 2. Bank(s) credit worthiness certificates (Latest Period) of applicant organization and available credit ceiling/limits with Account Number/Title.
- 3. Detail record with regard to litigation/arbitration proceedings or any other dispute related to project undertaken/being undertaken by the Bidder their Sub-Contractors and Suppliers (Specially with OGDCL it Joint Venture Partners or other public and private organizations working in the Oil & Gas sector of Pakistan) during past five (05) years.

4.	ny information including brochures, references and other documentary evidence of technical qualification	n,
	apability and experience of the Applicant to execute the Project.	

Official Seal of the Company

The undersigned on behalf of _ provided official herewith is comp	ereby declare correct in eve	statements	made and	the	information

# COMPLIANCE CERTIFICATE (on official letter head)

Subject :	TENDER NO. PROC-FC/CB/P&P/KPD-3208/2018 FOR SUPPLY OF SPARES FOR
-	DIESEL ENGINE OF KPD-TAY PLANT