



NASHPA COMPRESSION FACILITY PROJECT
Tender Enquiry No.: PROC/FC/CB/PROJ/NASHPA-4001/2018
PRE-BID CLARIFICATION # 02



One of the bidder has asked following queries, OGDCL/ENAR responses are as follows:

Sr. No.	Title/Tender Document Reference	Existing Clause	Proposed Change	Bidder's Remarks	OGDCL/ENAR Comments
1	CONDITIONS OF CONTRACT 14.0 PROJECT COMPLETION PERIOD	The timely completion of the Project by the Contractor shall be the essence of the Contract, as OGDCL has to meet its obligations for completion of the Project and continuous Supply of Gas. Accordingly, the Contractor (Successful Bidder) is required to complete the design engineering, procurement, construction, installation / erection, pre-commissioning, commissioning, startup and performance testing of Nashpa Compression Facility Project within Twelve (12) months from date of establishment of supply letter of credit for foreign component. The Work schedule is given in Appendix – D.	The timely completion of the Project by the Contractor shall be the essence of the Contract, as OGDCL has to meet its obligations for completion of the Project and continuous Supply of Gas. Accordingly, the Contractor (Successful Bidder) is required to complete the design engineering, procurement, construction, installation / erection, pre-commissioning, commissioning, startup and performance testing of Nashpa Compression Facility Project within Fourteen (14) months from actual disbursement of Advance Payment of Foreign Supply component in Contractor bank account. The Work schedule is given in Appendix – D.	-	Not accepted
2	CONDITIONS OF CONTRACT 22.0 PERFORMANCE BOND/GUARANTEE	22.1 Within fifteen (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 for an amount of ten percent (10%) of the Contract Price as a guarantee for the due and faithful performance of the Contract. The said Performance Bond shall be valid up to twelve (12) months from the date of Taking Over Certificate.	22.1 Within thirty (30) days after Signing of Contract, the successful Bidder shall furnish a Performance Bond in the form of Bank Guarantee for an amount of ten percent (10%) of the Contract Price as a guarantee for the due and faithful performance of the Contract. The said Performance Bond shall be valid up to twelve (12) months from the date of Provisional Acceptance Certificate.	Appendix-K: Format of Performance Bond shall be finalized as per respective bank requirement(s) at project stage with requisite changes (if any).	22.1 Within twenty five (25) 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 for an amount of ten percent (10%) of the Contract Price as a guarantee for the due and faithful performance of the Contract. The said Performance Bond shall be valid up to twelve (12) months from the date of Taking Over Certificate. Appendix-K: Format of Performance Bond shall be as per OGDCL requirement as already provided.
3	CONDITIONS OF CONTRACT 23.0 CONTRACT PRICE AND PAYMENT TERMS	Note: In case of local EPCC Contractor, the foreign currency component shall not be paid in USD but equivalent in Pak Rupees. However, if local EPCC have some declared foreign branch, then foreign currency component may be paid in USD.	We Propose the following: "Payment mode for the foreign currency component shall be the Local Inland LC in PKR for the local bidders as compared to FOREIGN L/C currently applicable for the foreign bidders" and payment in equivalent Pak Rupees shall be processed using the following formula: "Payments to the COMPANY under the Foreign Currency Component shall be made by converting the US\$ value to Equivalent Pak Rupee using the rate of the day of payment. The conversion shall be done using the selling rate of the day of Standard Chartered Bank or National Bank of Pakistan".	-	NOTE: In case of local EPCC Contractor, the payment to the Contractor shall be made in PKR by converting the foreign currency component of Contract into Pak Rupees at the exchange rate prevailing on the date of payment through Inland LC or crossed cheque.
4	CONDITIONS OF CONTRACT 24.2 a) Foreign Supply Payments Milestones	a) Foreign Supply Payments Milestones Milestone # 2: Vendor acknowledgment for acceptance of purchase order(s) - (Note - 1) Notes: 1. Payment shall be made upon submitting un-priced copies of purchase order (s) against presentation of following documents by the CONTRACTOR: a. Acknowledgment by vendors/suppliers for acceptance of respective Purchase Orders. b. Submission of Technical catalogue/literature comprising of O&M Manuals of Equipment/ Packages essentially including Parts Catalogs/ manuals.	a) Foreign Supply Payments Milestones Milestone # 2: Vendor acknowledgment for acceptance of purchase order(s) - (Note - 1) Notes: 1. Payment shall be made upon submitting un-priced copies of purchase order (s) against presentation of following documents by the CONTRACTOR: a. Acknowledgment by vendors/suppliers for acceptance of respective Purchase Orders. Part b. Should be part of Milestone No. 4 - Inspection and Acceptance of material and equipment at site.	-	Accepted



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5	CONDITIONS OF CONTRACT 24.4 Invoicing Payment Procedure <u>2nd Para</u>	24.4 Invoicing Payment Procedure The Payment of undisputed / clean invoices (complete in all respect) shall be released to the Contractor with in forty-five (45) days from the receipt of invoices by OGDCL H/O for negotiation under LC.	24.4 Invoicing Payment Procedure The Payment of undisputed / clean invoices (complete in all respect) shall be released to the Contractor with in thirty (30) days from the receipt of invoices by OGDCL H/O for negotiation under LC.	-	24.4 Invoicing Payment Procedure The Payment of undisputed / clean invoices (complete in all respect) shall be released to the Contractor with in thirty-five (35) days from the receipt of invoices by OGDCL H/O for negotiation under LC.
6	CONDITIONS OF CONTRACT 71.0 SUSPENSION OF WORK	71.2 The Contractor shall not be entitled for any extra cost for such suspension upto a maximum period of sixty (60) days . This period may be in one or more suspensions. 71.3 In case the suspension period exceeds sixty (60) days , then the Contractor may claim, if he gives notice in writing of his intention to OGDCL within seven (7) days of expiry of sixty (60) days suspension period. The Contractor can claim the cost of his permanent employees and hired equipment only employed on the Project. Charges for daily paid workers and Contractors own equipment will not be paid. OGDCL/ Consultant will verify the claims for payments to be made to the Contractor in this respect.	71.2 The Contractor shall not be entitled for any extra cost for such suspension upto a maximum period of thirty (30) days . This period may be in one or more suspensions. 71.3 In case the suspension period exceeds thirty (30) days , then the Contractor may claim, if he gives notice in writing of his intention to OGDCL within seven (7) days of expiry of thirty (30) days suspension period. The Contractor can claim the cost of his permanent employees and hired equipment only employed on the Project. Charges for daily paid workers and Contractors own equipment will not be paid. OGDCL/ Consultant will verify the claims for payments to be made to the Contractor in this respect.	-	71.2 The Contractor shall not be entitled for any extra cost for such suspension upto a maximum period of forty five (45) days . This period may be in one or more suspensions. 71.3 In case the suspension period exceeds forty five (45) days , then the Contractor may claim, if he gives notice in writing of his intention to OGDCL within seven (7) days of expiry of forty five (45) days suspension period. The Contractor can claim the cost of his permanent employees and hired equipment only employed on the Project. Charges for daily paid workers and Contractors own equipment will not be paid. OGDCL/ Consultant will verify the claims for payments to be made to the Contractor in this respect.
7	CONDITIONS OF CONTRACT 24. Payment Terms	Payment terms defined in sub-clauses of this section result in negative cash flow and attract financing to be arranged by the Contractor, which results in increase of Contract price.	The Bidder requests to revise the Payment Terms to make a neutral cash flow to avoid financing charges, and hence the lower bid price. Bidder can propose balanced Payment Terms for further discussion if OGDCL advises.	-	Not Accepted
8	Addition of new clause for Change in Law	The Contract Price shall be adjusted to take account of any increase or decrease in cost resulting from a change in the applicable Laws (including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official governmental interpretation of such Laws, made after the Contract Date, which affects the Contractor in the performance of its obligations under the Contract.	The bidder proposes to add the reference clause in the Conditions of Contract.	-	Not Accepted



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9	Addition of new clause for Consequential Damages	Neither party shall be liable to the other party for special, consequential or indirect damages, including but not limited to loss of profits or revenue, loss of production and loss of use of equipment and facilities. Contractor shall not be responsible for losses or damages arising out of the negligence or willful misconduct of Company, its employees, agents or third party Contractors.	The bidder proposes to add the reference clause in the Conditions of Contract.	-	Not Accepted