

**CLARIFICATION NO: 01**

**AGAINST TENDER ENQUIRY NO: PROC-SERVICES/CB/P&P-4248/2019**

**HIRING OF SERVICES FOR 'SUPPLY AND OPERATION' OF 'AIR COOLED WATER CHILLERS' OF CAPACITY 210~250 REFRIGERATION TONS (EACH) AT KPD-TAY GAS PROCESSING PLANT ON 'RENTAL BASIS' FOR A PERIOD OF ONE YEAR (EXTENDABLE UP TO FURTHER TWO YEARS WITH MUTUAL CONSENT IN WRITING) (RATE RUNNING CONTRACT)**

With reference to subject mentioned tender enquiry and further to clarifications sought by few of our prospective bidders the following clarification is hereby communicated to all prospective bidders for their review and preparation of bid accordingly.

<b>Sr. No.</b>	<b>Query</b>	<b>Reply</b>
1	12.5 After completing first five days, if chillers are not started due to delays on OGDCL part, 25% of rent value will be paid for the period until chillers are started (NOT: if chillers are unable to achieve required performance (due to sole reason of Contractor's supply) within 2~4 days of start-up, 25% rental payment will become null and void) CEE: for above clause when we completed the Unit installation, Testing, Commission and units will 100% ready for start but after any delay for start chillers by OGDCL, we charge rent 75% percent until chillers/Processing Plant are started / operational.	OGDCL would like to maintain this clause without any change, as all efforts will be made for startup of units in shortest possible time after installation completion. Nevertheless, clause of 25% rent is envisaged to be applicable for a short period prior to units commissioning/successful startup only. This clause shall not be applicable once the units have been successfully commissioned and required results are achieved and all installed units are running satisfactorily.
2	12.13: OGDCL reserves the right to call off the Contract on 30 calendar days advance notice, in the event OGDCL decides to terminate the supply of Chilled Water system due to any changes in process plant operations philosophy. CEE: for above clause contract must should be minimum 6 Month, if you found any poor performance of Chillers or Contractor then you have to right terminate the contract 30 calendar days advance notice.	Kindly note that OGDCL has already mentioned in Clause No. 12.1 that "Rental Chillers Supply, Operations and Maintenance Contract period will be <b>ONE YEAR, EXTENDABLE UP TO FURTHER TWO YEARS WITH MUTUAL CONSENT IN WRITING.</b> " However, Clause 12.13 cannot be amended.
3	OGDC Clause No 12.13, (Contract termination 30 calendar day advance notice) For this clause we want to inform you that we submitting the proposal as per early rental calculation if you terminate the contract in few month so this is lost full job for our company please consider the minimum of contract period for 4(four) months.	Kindly note that OGDCL has already mentioned in Clause No. 12.1 that "Rental Chillers Supply, Operations and Maintenance Contract period will be <b>ONE YEAR, EXTENDABLE UP TO FURTHER TWO YEARS WITH MUTUAL CONSENT IN WRITING.</b> " However, Clause 12.13 cannot be amended.