



TENDER DOCUMENTS

TENDER ENQUIRY NO: RC/HYD/CSR/754/2018

“Provision of drinking water 80 trips per month (of capacity 5000 liters for each trip), @ 2-3 trips daily for a period of one year to local community of Hundi Sari Gas Field Thana Bhula Khan district Jamshoro Sindh.”

**(LOCAL PROCUREMENT)
OIL & GAS DEVELOPMENT COMPANY LIMITED**

ISSUING DATE:

BID SUBMISSION DATE:

OGDCL SALES TAX REGISTRATION

NO. 07-02-2802-001-55

INVITATION FOR BIDS

BIDDING DOCUMENT

TENDER NO. RC/HYD/CSR/754/2018

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ANNEXURE:

- A SCHEDULE OF REQUIREMENT**
- A-1 GENERAL TERMS & CONDITIONS**
- B BIDDING FORM & BID SUMMARY SHEET (TECHNICAL BID)**
- B-1 BIDDING FORM & BID SUMMARY SHEET (FINANCIAL BID)**
- C BANK GUARANTEE AS EARNEST MONEY (FORMAT)**
- D DECLARATION OF FEES, COMMISSION & BROKERAGE ETC(CERTIFICATE)**
- E LOCAL PURCHASE ORDER (FORMAT)**
- F BANK GUARANTEE AS PERFORMANCE BOND (FORMAT)**
- G BANK GUARANTEE FOR ADVANCE PAYMENT (FORMAT)**

OIL & GAS DEVELOPMENT COMPANY LIMITED

Regional Office OGDCL Hyderabad,

NO: - RC/HYD/CSR/754/2018

Dated:

SUBJECT: “Provision of drinking water 80 trips per month (of capacity 5000 liters for each trip), @ 2-3 trips daily for a period of one year to local community of Hundi Sari Gas Field Thana Bhula Khan district Jamshoro Sindh.”

The Master set of Tender Documents containing Annexure(s), SOR/TOR, detailed terms and conditions, procedure for submission of bids , bid security , bid validity evaluation cafeteria , clarification nd /rejection of bids, performance guarantee etc are available on OGDCL website which can be viewed and downloaded from www.ogdcl.com under the title bar of “tenders” under the head of services without any cost.

The master set of tender documents can also be downloaded on PPRA website at www.ppra.org.pk

Oil & Gas Development Company Limited (hereinafter referred to as the Purchaser) invites sealed bids from eligible Bidders for supply and delivery of goods, materials, equipment and/or services described in the schedule of requirement as Annexure “A” hereof.

The technical bid will be opened first on the date mentioned in SOR / Tender Notice. The financial bids of the technically qualified bidders only will be opened publicly. Technical evaluation report will be published on OGDCL’s website before financial bid opening.

1. INSTRUCTIONS TO BIDDERS:-

- 1.1 The Bidder shall bear all cost associated with the preparation and delivery of its Bid, and OGDCL in no case be responsible or liable for those costs.
- 1.2 In case of any doubt as to the meaning of any portion of the Specifications or other Terms and Conditions, Bidder may seek clarification of the same in writing, but not later than two weeks prior to deadline for submission of bid.
- 1.3 At any time prior to the deadline for submission of Bids, a modification in bidding document in the form of an addendum may be issued in response to a clarification requested by a respective Bidder or even whenever the Purchaser considers it beneficial to issue such a clarification and/or amendment to all Bidders. Any clarification/amendment issued (in general) shall be addressed to all the prospective Bidder(s).
- 1.4 Bidders are required to submit their Bid, which will bear words “CONFIDENTIAL” and Tender # **RC(HYD) / CSR/754/2018, “Provision of drinking water 80 trips per month (of capacity 5000 liters for each trip), @ 2-3 trips daily for a period of one year to local community of Hundi Sari Gas Field Thana Bhula Khan district Jamshoro Sindh.”**

- 1.5 The Purchaser does not take any responsibility for collecting the Bids from any Agency.
- 1.6 The Purchaser reserves the right to increase or decrease the quantities or may cancel any or all items shown in the Schedule of Requirement, without assigning any reason thereof.
- 1.7 The Purchaser Reserve the right to have the items inspected by its own representative, or by 3rd party at its own cost (if required).
- 1.8 It must be indicated in the offer that the quotation fully conforms to Technical Specifications and Terms and Conditions of the Tender.
- 1.9 The Purchaser reserves the right to accept or reject any Bid and to annul the bidding process and reject all the Bids at any time prior to award of Purchase Order without assigning any reason and without thereby incurring any liability to the affected bidder(s) or any obligation there under.
- 1.10 Unsolicited advice/clarifications and personal approaches by the Bidder at any stage of evaluation are strictly prohibited and shall lead to disqualification.
- 1.11 In the event that the Bidder submits an alternative Bid(s) whether in whole or against any of the items, a group or sub-group in addition to its Main Bid, the Bids must be marked as “Main Bid” and “Alternative Bid”. Alternative bid(s) which do not conform to the specifications, but meet the performance prescribed in, or the objectives of, the specifications may be submitted. However, only the Alternative Bid of the Bidder whose Main Bid is the lowest evaluated bid will be considered.
- 1.12 A Bidder, who wishes to have its Alternative Bid(s) considered on an equal basis with all other (Main) Bids, must submit a Bid Bond for each Alternative Bids, an Alternative Bid must be submitted in a sealed envelope clearly marked “Alternative Bid”, separate from the Main Bid.
- 1.13 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to Bidding Documents in every respect will result in the rejection of the Bid.
- 1.14 All prospective bidders are advised to read carefully all terms & conditions enunciated in the Tender Documents prior to filling / submission of their quotation.

2. **BID PRICES:**

- 2.1. Firm Bid Prices must be quoted as per format of schedule of requirement (SOR).
- 2.2. Bidding form Annexure-B & B-1 must also be duly filled-in, stamped and signed by authorized representative of Bidder.
- 2.3. Prices must be quoted in Pakistani currency inclusive of all taxes, all provincial sales tax on services and duties, indicating unit price and total Bid prices.
- 2.4. Prices must be quoted including all charges like handling, loading, transportation and un-loading etc. for delivery of material at Purchaser’s stores located for local community of OGDCL Hundi Sari Gas field Thana Bhula Khan district Jamshoro.
- 2.5. Quoted price shall be valid for 120 days from the opening date of the Financial Bid.

- 2.6. Technical brochure/literature confirming Size, Brand & Country of Origin of quoted items/material must be attached with the Technical Bid (where deemed necessary).
- 2.7. Any quotation not confirming to Clause 2.1 to 2.6 shall be rejected without any right of appeal.

3. SEALING AND MARKING OF BIDS:

- 3.1. The Bidder shall furnish Technical & Financial bids in two separate sealed envelopes.
- 3.2. Technical Bids will be opened first publicly.
- 3.3. The contactor is advised to attach bids security (as prescribed in web tender notice) along with technical bid.
- 3.4. Only Financial Bid of Technically responsive bidders will be opened publicly.
- 3.5. Financial Bids of technically non responsive bidders will be returned after completion of technical evaluation.
- 3.6. The bid shall be submitted in a sealed envelope marked as under:-

Regional Coordinator Hyderabad

Regional Office OGDCL

Banglow #75-A/2, Sindh Muslim Housing Society, Qasimabad, Hyderabad,

Tel # 022-9240002-03, Fax # 022-9240004

E-mail: rchyderabad@ogdcl.com

The envelope shall also bear the word “CONFIDENTIAL” and following identifications:-

Tender Enquiry No. RC/HYD/CSR/754/2018

“Provision of drinking water 80 trips per month (of capacity 5000 liters for each trip), @ 2-3 trips daily for a period of one year to local community of Hundi Sari Gas Field Thana Bhula Khan district Jamshoro Sindh.”

DON'T OPEN BEFORE 10:30 hrs HRS on _____

TECHNICAL/FINANCIAL BID(s) (INDICATE ONE ON EACH ENVELOPE)

- 3.7. If the envelope is not marked, as instructed above, the Purchaser will assume no responsibility for the misplacement or premature opening of Bid.

4. DEADLINE FOR SUBMISSION OF BIDS:

- 4.1. All Bids must be delivered/ dropped in the Office of Regional Coordinator RO Hyderabad on or before the prescribed deadline of **as prescribed in web tender notice.**

5. LATE BIDS:

5.1. Any bid received by the Purchaser after the prescribed deadline for submission of bids will be rejected and returned un-opened to the bidder.

6. BID OPENING:

7.1. OGDCL will open the Technical/Financial Bid(s), in the presence of bidder's representative(s) who may chose to attend on date , time & location mentioned above.

7.2. The bidder's names, bid prices (with or without discount) including bid price modification and bid withdrawals, if any, and the submission of requisite Earnest Money will be announced at the time of Financial bid opening.

7.3 OGDCL will examine the bids to determine whether they are complete, no computational errors have been made, the required sureties have been furnished, documents have been properly signed, and the bids are generally in order.

7.4 Arithmetical errors found will be corrected as follows:

7.4.1 Where there is a discrepancy between amount in figures and word, the amount in word will prevail.

7.4.2. Where there is a discrepancy between the unit price and the total amount derive from the multiplication of the unit price and the quantity, the unit price as quoted will govern, unless there is an obvious gross arithmetical error in unit price, in which event, the extended amount quoted would prevail.

7.4.3. In case the due date of bids opening falls on a holiday, the bids shall be opened on the next working day.

7. DETERMINATION OF RESPONSIVENESS:

7.1. After opening of the bids, the purchaser will determine whether each bid is substantially responsive to the requirements of the bidding documents.

7.2. For the purpose of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviation. A material deviation is one which means in-consistent with the bidding document, affects in any substantial way the scope, quality or prescribed delivery schedule or which limits in any substantial way, the purchaser's right or the bidder's obligation under the contract.

7.3. A bid determined to be a non-responsive will be rejected by the purchaser and shall not subsequently be made responsive by the bidder by correction of the non-conformity.

7.4. The purchaser may waive any minor deviation non-conformity or irregularity in a bid, which does not constitute a material deviation, provided that the waiver does not prejudice or affect the relative standing order of other bidder(s).

- 7.5. To assist in determining a bid's responsiveness the bidder may be asked for a clarification of his bid. The bidder is not permitted, however, to change bid price or substance of his bid.

8. WORK ORDER:

- 8.1. The company will issue the formal work order to the successful bidder whose bid is determined to be technically responsive and financially lowest evaluated.
- 8.2. Terms & Conditions (General) of LPO are available at Annexure-E.

9. PERFORMANCE BOND:

- 9.1. The successful bidder will have to submit a performance bond in the shape of demand draft, pay order or bank guarantee equal to 10% of total value of order exclusive of GST, from any schedule bank in Pakistan as per format attached at Annexure-F within 15 days of the receipt of Purchase Order.
- 9.2. In case the successful bidder fails to furnish performance bond as per clause 9.1, the bid bond of the bidder will be forfeited and firm shall be debarred from participation in any future tender of the purchaser in addition to the action taken against such bidder as per clause 3.5(b).
- 9.3. The purchaser reserves the right to check the authenticity of performance bond from the concerned Bank.

10. PAYMENT:

- 10.1. Progressive Payments will be made as per following payment milestones on the completion of works:
- 10.1.1. Payment will be made monthly basis on submission of bill by the contractor and processing as per OGDCL policy.

11. DELIVERY SCHEDULE:

- 12.1 **“Provision of drinking water 80 trips per month (of capacity 5000 liters for each trip), @ 2-3 trips daily for a period of one year to local community of Hundi Sari Gas Field Thana Bhula Khan district Jamshoro Sindh.”** from the date of receipt of firm purchase order.

12. EXTENSION IN SUPPLY DURATION.

- 12.1. The period of drinking water supply may be extended as per same terms & conditions and rates after mutual consent of both parties.
- 12.2. In case of extension in delivery period, the supplier/ contractor will extend validity of Performance Bond accordingly at his cost.
- 12.3. If the supplier/ contractor fails to supply/ complete the ordered services for any reason, within stipulated time, his Performance Bond with the purchaser shall be forfeited and material shall be purchased from elsewhere at his risk and cost.

13. PENALTY.

- 13.1. For failure to comply with delivery schedule of purchase order, penalty will be imposed on defaulting supplier as under:-
 - 13.1.1. @ 5 % of the monthly cost (excluding GST) will be deducted from contractor, if he remains failed to supply the clean drinking water continuously for a period of 5 days.
 - 13.1.2. If the material is not supplied even after paying penalty for 5 (five) consecutive days. OGDCL reserves the right to cancel supply order and to obtain the required items from elsewhere at your risk and cost.

14. FORCE MAJEURE:

- 14.1. The supplier shall not be liable for penalty for delay in delivery of ordered goods, if, and to the extent delay in delivery or other failure to perform his obligation under the purchase order, of being the result of occurrence of Force Majeure i.e. causes such as natural calamities, war, civil disturbance, military action, fire as well as other circumstance proved to the satisfaction of the purchaser to be beyond the reasonable control of the supplier, which may impede the fulfillment of the obligations under the purchase order.
- 14.2. The supplier shall notify the purchaser promptly of the occurrence of Force Majeure and submit his case in writing within 07 days of such occurrence.
- 14.3. 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.

15. INSPECTION AND TEST:

- 15.1. The OGDCL's representative(s) shall have the right to inspect and/or test the quality of drinkable water to confirm water fitness as per standard. The representative of RC Hyderabad will witness the inspection (where so required).

16. WARRANTY:

- 16.1. The supplier/ contactor shall warrant that all supplied material/ Services under purchase order shall be according to specifications given in Purchase Order.
- 16.2. OGDCL shall promptly notify the supplier in writing, of any claims arising under this warranty.

17. QUALIFICATION OF SELECTED BIDDERS:

- 17.1. OGDCL will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated, technically responsive bid qualifies to satisfactorily perform the order.
- 17.2. The determination will take into account the bidders financial, technical & production capabilities, availability of items ordered for. The bidder shall provide necessary documents as proof along with the bid.
- 17.3. Any affirmative determination will be a pre-requisite for award of the purchase order to the bidder. A negative determination will result in rejection of the bid.
- 17.4. OGDCL reserves the right at the time of award of order to increase or decrease to a reasonable extent in the quantity of goods specified in the Tender Document without any change in price or other terms and conditions.

18. LITIGATION CLAUSE:

- 18.1. without prejudice to other right of the Company, tenderers, their subcontractors and other suppliers shall be disqualified from participating in the bidding process if:
 - 18.1.1. they are or have been at any time during the past five year, involve in litigation, arbitration or any other dispute or even that may in the opinion of the company, have material adverse effect on the Tender's ability to perform the Contract.
 - 18.1.2. Its involvement in litigation is chronic.
 - 18.1.3. Its past conduct or execution of works under contract has been poor.

19. You are encouraged to inform Managing Director & Head of Department on the following addresses/contacts, in case where any OGDCL employee ask for any type of favor whether monetary or in kind:-

| DESIGNATION | ADDRESS | TEL # | FAX # | E. MAIL |
|----------------------|------------------------------|----------------|--------------|-----------------------|
| Managing Director | OGDCL House | 051-9209701 | 051-9209708 | |
| Regional Coordinator | Regional office Hyderabad | 022-9240002-03 | 022-9240004 | rchyderabad@ogdcl.com |

Yours faithfully,

for (Oil and Gas Development Company Limited)
Regional Coordinator Hyderabad
Regional Office OGDCL
Banglow #75-A/2, Sindh Muslim Housing Society, Qasimabad, Hyderabad,
Tel # 022-9240002-03, Fax # 022-9240004
E-mail: rhyderabad@ogdcl.com

OIL AND GAS DEVELOPMENT COMPANY LIMITED.
BILL OF QUANTITIES

Name of Work: “Provision of drinking water 80 trips per month (of capacity 5000 liters for each trip), @ 2-3 trips daily for a period of one year to local community of Hundi Sari Gas Field Thana Bhula Khan district Jamshoro Sindh.”

| Sr. No. | Description | Quantity | Unit | Unit Rate (WITH PST & ALL APPLICABLE TAXES) | Total Cost (WITH PST & ALL APPLICABLE TAXES) |
|---|---|----------|----------------------------------|---|--|
| 1 | Provision of drinking water 80 trips per month @ 2-3 trips daily to local community of Hundi Sari Gas Field Thana Bhula Khan district Jamshoro Sindh. | 960 | Per Trip of capacity 5000 liters | | |
| Total quoted cost inclusive of all applicable taxes | | | | | |
| TOTAL COST INCLUSIVE OF PROVINCIAL SALES TAX (PST) AND OTHER APPLICABLE TAXES: | | | | | |

Note:

1. The contractor shall quote rates inclusive of all taxes including withholding tax, GST, provincial sale tax and any other taxes as applicable till the day of bid submission. Any tax or any change in the rate of existing taxes, made applicable after bid submission by Government, shall be adjusted in the quoted rates accordingly.
2. Bidders must submit complete tender documents as available on website and having duly stamped and signed at the time of submission of bid otherwise OGDCL reserves the right to reject the bid.
3. The bidder will be responsible for maintenance of system for maintenance period of one year.

TECHNICAL EVALUTION CRITERIA

“Provision of drinking water 80 trips per month (of capacity 5000 liters for each trip), @ 2-3 trips daily for a period of one year to local community of Hundi Sari Gas Field Thana Bhula Khan district Jamshoro Sindh.”

Qualifying marks: 70%

| Sr#. | Descriptions | Weightage |
|------|---|-----------|
| 1 | Relevant work experience (for 3 years) Copy of work/supply order and completion certificate required. | 20 |
| 2 | General Work experience with OGDCL or other companies /organization (min 2 years). Copy of work/supply order and completion certificate required. | 15 |
| 3 | No. of water tanker and other pumping machinery (Proof of ownership or lease agreement required) | 25 |
| 4 | Registration with respective Tax authorities (copy of NTN certificate and registration with SRA for sales tax services) Mandatory | 20 |
| 5 | Proof of financial soundness (Bank statement, audited accounts etc.) | 20 |

Note:

1. Bidder must have NTN number and registration with SRA for sales Tax on services for technically responsive.