

# OIL AND GAS DEVELOPMENT COMPANY LIMITED QADIRPUR GAS FIELD/PLANT, GHOTKI SINDH

# **SCHEDULE OF REQUIREMENT**

# Installation & Commissioning of Jenbacher JGS320 (Services Only)

M/s. OGDCL intends to install new Jenbacher engine Model# JGS320 genset along with auxiliaries. Contractor is required to offer local services for the installation/Precommissioning/Commissioning/Startup/First free maintenance of the engine along with auxiliaries for M/s. OGDCL, Qadirpur Gas field.

Scope of work consists but not limited to installation (electrical & mechanical), piping and steel structure installations & commissioning of new genset. Complete civil work and all material supplies will be in OGDCL scope.

<b>S</b> #	ITEMS DETAILS	QTY	UNIT	PRICE
1	Services for Installation of engine.	1	Job	
	Services for installation of engine Canopy.	1	Job	
	Services for installation of Aux. equipment.	1	Job	
	Services for Installation of All piping & steel Structure which included welding, fabrication, installation & painting. (Piping approx. 700 dia. Inches, Steel structure 3 ton).	1	Job	
2	Services for Electrical Installations.	1	Job	
3	Services for Flushing & Cleaning of all Piping.	1	Job	
4	Commissioning	1	Job	
5	On-Site training.	1	Job	
	SST @ 13%			
	TOTAL PRICE			

#### Cost Break-up is required as under:

## **CONTRACTOR SCOPE OF WORK:**

Scope of work consists of Installation & Commissioning of engine but not limited to the below listed jobs,

#### **MECHANICAL SYSTEM**

#### Air Ventilation and Exhaust Flue Gas System

- 1. Installation of Air Intake Filter Housing & Ventilation Housing.
- 2. Installation of Air Intake Filter Sets.
- 3. Installation of Canopy Air Intake Fans 02 Nos.
- 4. Installation of Air Intake Ducting.
- 5. Installation of Air Exhaust Fans.
- 6. Installation of Exhaust Silencer & associated Structure.
- 7. Installation of Engine Exhaust Piping & Supports.
- 8. Installation of Exhaust Gas piping Insulation.
- 9. Installation of Exhaust gas piping cladding.
- 10. Installation of Exhaust Pipe miter type elbows.
- 11. Installation of Exhaust bellows.
- 12. Installation of Matching Flanges for Exhaust elbows.

#### Lube Oil System

- 13. Installation of Lube Oil Day Tank.
- 14. Installation of Lube Oil Tank Support Structure
- 15. Installation of Lube Oil filling line from oil tank to Genset
- 16. Installation of Lube Oil Pumps 02 No's

#### **Cooling Water System**

- 17. Installation of HT & LT Radiator as per Layout.
- 18. Installation of Piping HT & LT circuit (Between Genset & Radiator)
- 19. Fittings and instrumentations
- 20. Installation of Pipe support structures.
- 21. Primer and enamel paint inclusive of material.

#### **Fuel Supply System**

- 22. Installation of Pressure Reducing Regulating Assembly.
- 23. Installation of Pipe Support Structures.
- 24. Installation of Gas supply header outside Powerhouse/Canopy.
- 25. Installation of Gas Filter & Housing.
- 26. Pipe Coating for buried piping (passing underground / through road) (Only Fabrication/welding will be done by the contractor).
- 27. Installation of Genset fuel supply Piping.

#### **ELECTRICAL SYSTEM**

- 28. Commissioning/ termination of power and control cables
- 29. Earthing of generators
- 30. Installation of generator control panel
- 31. Installation of Motor Control Center (for genset auxiliaries)
- 32. Testing of gen set securities
- 33. Testing of generator at no load/ on load
- 34. Synchronization with existing running generators.
- 35. Cable Tray for Power & Control

#### **CANOPY INSTALLATION**

- 36. Installation of Canopy
- 37. Trench covers/Checkered Plates.
- 38. Project Supervision

#### **MISCELLANEOUS ITEMS/WORKS**

- 39. Flushing & Cleaning of all pipes with suitable chemical.
- 40. Modification of existing shed for placement of canopy & fresh air housing
- 41. Commissioning for local scope.
- 42. Lockable Place at site for storage of Tools & Spares (Porta Cabin etc.)
- 43. Installation of Fire & Gas Detection and Alarm system.
- 44. Lightening Arrester & Lightning rod for Power House
- 45. Lighting & Power-up of Power-house/Canopy.

# **O.G.D.C.L SCOPE OF WORK & SUPPLIES.**

- 1. Power Supply for Auxiliaries Testing
- 2. Installation of Lube oil drain sump / arrangement.
- 3. LV Generator panel.
- 4. Bus bar coupling with existing switchgear (if required).
- 5. LV Distribution panel.
- 6. Incoming Power Cables & Supply to MCC.
- 7. Ready Earth Pits with material separate for neutral earth & body earth.
- 8. All other Civil works.
- 9. Digging of cable / pipe tranches, re-construction & backfilling.
- 10. Electrical Inspector NOC of genset.
- 11. Site Acquisition & Preparation.
- 12. Proper store at Site for storage of Local Equipment.

- 13. 0 & M Power House.
- 14. First Aid and emergency medical response.
- 15. Eye wash & safety shower.
- 16. Chemical Spill response.
- 17. Security & Fire protection/Fire-fighting system as per local code.
- 18. Environmental use discharge permits for all chemical at the customer facility either listed in this document or proposed for use at later date.
- 19. Any special permits required to perform work.
- 20. All site testing including soil, ground and surface water, emissions etc.
- 21. Disposal of all solid and liquid waste.
- 22. Consumables (Like Fresh water & electricity etc.) during installation.
- 23. Lube Oil, Coolant, Chemicals & Battery electrolyte including first fill Chemicals.
- 24. Load during full load testing and commissioning.
- 25. Provision of all material for Lighting & Power of Canopy.
- 26. Transportation, Unloading and placement of imported equipment directly on Foundation pads.
- 27. Transportation/unloading and shifting of Local material.
- 28. All Permits (EPA etc.).
- 29. Consumables (Like Fresh water & electricity etc.) during installation.
- 30. Lube Oil, Coolant, Chemicals & Battery electrolyte including first fill Chemicals
- 31. Load during full load testing and commissioning.
- 32. Air Compressor/Plant Air for cleaning purpose.
- 33. OGDCL will provide all direct material which is not considered in contractor's scope of work.

## **GENERAL TERMS & CONDITIONS**

- The contractor must have 7~10 Years of relevant experience in Installation, commissioning & troubleshooting of JENBACHER Gas GENSETS. The contractor shall also provide supporting documents to prove relevant experience.
- 2. Call up Notice will be served after issuance of P.O to the successful bidder. Contractor/Bidder has to report at site within 15 days from call up notice for execution of job.
- 3. The total time line of this project would be around 1 month after placement on foundation pad and delivery of all material at site.
- 4. Hot works are allowed at site.
- 5. Crane & Trailer for shifting of material from QP warehouse to worksite will be provided by OGDCL.
- 6. Performance warranty of all equipment & local material is OGDCL responsibility.
- 7. Food & accommodation for and its sub-contractors staff will be contractor scope.
- OGDCL will provide food & residence to 02 Officers only, whilst contractor will arrange food & accommodation for all staff members.

- 9. Contractor must submit list of total no's of deployed manpower (cadre wise).
- 10. Contractor should ensure his manpower has no any kind of ammunition and narcotics.
- 11. Pick & drop of any type for contactor's manpower will be his responsibility.
- 12. Contractor will ensure all protocols regarding COVID-19 pandemic at the time of mobilization& Job execution. Use of Face masks, hand sanitizers & social distancing will be mandatory.
- 13. Contractor will follow OGDCL HSEQ Policy in addition to all governmental regulations applicable to the scope of work for implementation of safe execution of each activity with zero-injury. In case of any accident, OGDCL will not be liable for any claim like insurance etc.
- 14. Contractor shall submit, before the start of job, the detailed documents as follows:
  - a. HSE Risk Assessment
  - b. JHA/JSAs of the relevant Jobs
  - c. Emergency Preparedness and Response Plan.
- 15. Contractor shall strictly follow the Work-to-Permit System and shall provide plan of activities in advance, submit THAs/JHAs where required and engage only certified staff for the hot jobs.
- 16. Contractor shall develop and ensure Toolbox Talk Program on Safety, Health and Environmental matters in daily HSE briefings by its HSEQ Rep.
- 17. Contractor shall immediately report to OGDCL representative all significant and important incidents involving fatality, injury, illness, environmental impacts, near hits, and/or hazardous situations.
- 18. Contractor will be responsible for housekeeping, clean up the trash, spills, food waste, spill of chemicals, oils, whereas potentially hazardous wastes to be immediately reported to OGDCL HSEQ representative. Further any used material will be transported to store yard by contractor.
- 19. Contractor shall provide orientation on Emergency Preparedness and Response Procedure to its team and ensure that its personnel are well aware of what procedures are in practice and who is to notify in the event of any emergency.
- 20. Mobiles, photo camera, cigarettes, lighter etc. are prohibited in the plant premises and contractor should ensure this.
- 21. In case of any accident / emergency, OGDCL will provide only general first aid whereas any other medical treatment would be the responsibility of contractor.
- 22. In case of any injury, workmanship compensation of contractor's staff will be contractor's responsibility.
- 23. Each contractor's employee will wear its provided ID card in the premises of plant, ID card will be provided by the contractor displaying name & craft of each employee.
- 24. All in-direct material i-e cutting/welding consumables, tools, paint materials & general consumables etc. will be arranged by the contractor.



# **TENDER DOCUMENTS**

# **TENDER ENQUIRY NO: TE/84/QP-MECH/2021**

"Services for Installation and Commissioning of Jenbacher Genset Model JS-320."

FIELD MANAGER QADIRPUR GAS FIELD (LOCAL PROCUREMENT) OIL & GAS DEVELOPMENT COMPANY LIMITED

**ISSUING DATE:** <u>01 Nov, 2021</u>

# **OGDCL SALES TAX REGISTRATION**

Ī

# NO. 07-02-2802-001-55

# **INVITATION FOR BIDS**

**BIDDING DOCUMENT** 

TENDER NO. TE/84/QP-MECH/2021

# TABLE OF CONTENTS

CLAUSE N	SUBJECT	PAGE NO.
1.	INSTRUCTIONS TO BIDDERS	1
2.	BID PRICES	2
3.	EARNEST MONEY	2
4.	SEALING AND MARKING OF BIDS	3
5.	DEADLINE FOR SUBMISSION OF BIDS	4
6.	LATE BIDS	4
7.	BID OPENING	4
8.	DETERMINATION OF RESPONSIVENESS	5
9.	ISSUANCE OF LOCAL PURCHASE ORDER (LPO)	5
10.	PERFORMANCE BOND	5
11.	PAYMENT	6
12.	DELIVERY SCHEDULE	6
13.	EXTENSION IN THE DELIVERY PERIOD	6
14.	PENALTY	7
15.	FORCE MAJEURE	7
16.	INSPECTION AND TEST	8
17.	WARRANTY	8
18.	QUALIFICATION OF SELECTED BIDDERS	8
19.	LITIGATION CLAUSE	9

#### **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 QADIRPUR GAS FIELD/PLANT, GHOTKI SINDH

#### NO: - TE/84/QP-MECH/2021

Dated: <u>01-11-2021</u>

# **SUBJECT: Services for Installation and Commissioning of Jenbacher Genset** Model JS-320.

#### NOTE: BIDDERS SHOULD ALSO REFER TO THE "MASTER SET OF TENDER DOCUMENTS" AVAILABLE AT OGDCL'S WEBSITE AT THE FOLLOWING ADDRESS:

http://www.ogdcl.com/Tender/Open Tenders/Goods/

Oil & Gas Development Company Limited (herein after 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 Tender Notice. The financial bids of the technically qualified bidders will be opened publicly. Technical evaluation report will be published on OGDCL's website before financial bid opening.

#### 1. INSTRUCTIONS TO BIDDERS:-

- 1.1 Only the Bids of bonafied buyers of Tender Document will be entertained. The Bidder shall bear all cost associated with the preparation and delivery of its Bid, and the Purchaser will 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 prescribed by the Purchaser.
- 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) who have purchased the Tender Document.
- Bidders are required to submit their Bid, which will bear words "CONFIDENTIAL" and Tender # <u>TE/84/QP-MECH/2021</u> "Services for Installation and Commissioning of Jenbacher Genset Model JS-320"
  The Durchesen data not take one remembrishibity for collecting the Dide for
- 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  $3^{rd}$  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 and duties, indicating unit price and total Bid prices. GST must be quoted separately along with copy of GST Certificate. Bids offering prices in foreign currency will be rejected. Conditional bid / bid having any prices adjustment formula will also be rejected.
- 2.4. Prices must be quoted including all charges like handling, loading, transportation and un-loading, Octroi and Zila Tax etc. for delivery of material at Purchaser's stores located at **QADIRPUR GAS FIELD**.
- 2.5. Quoted price shall be <u>valid for 90 days</u> 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. <u>SEALING AND MARKING OF BIDS</u>:

- 3.1. The Bidder shall furnish Technical & Financial bids in two separate sealed envelopes.
- 3.2. Technical Bids will be opened first.
- 3.3. Only Financial Bid of Technically responsive bidders will be opened publicly.
- 3.4. Financial Bids of technically non responsive bidders will be returned after award of Local Purchase Order to successful bidder(s).
- 3.5. The bid shall be submitted in a sealed envelope marked as under:-

#### I/C Mechanical Section

Qadirpur Gas Field, Oil & Gas Development Company Limited Ghotki, Sindh-Pakistan Phone No. Direct: 072-3660683/4 (Ext. 232 & 205) 0723-660732 0723-660679 Fax No. 072-3660676 E-mail: mechanical\_qp@ogdcl.com

3.6. The envelope shall also bear the word "CONFIDENTIAL" and following identifications:-

#### Tender Enquiry No. TE/84/QP-MECH/2021.

"Services for Installation and Commissioning of Jenbacher Genset Model JS-320"

#### 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. <u>DEADLINE FOR SUBMISSION OF BIDS</u>:

4.1. All Bids must be delivered/ dropped in the Office of I/C Mechanical Qadirpur Gas Field on or before the prescribed deadline of **14:30 hrs on mentioned date.** 

#### 5. <u>LATE BIDS</u>:

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. <u>BID OPENING</u>:

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. **<u>DETERMINATION OF RESPONSIVENESS</u>**:

- 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. ISSUANCE OF LOCAL PURCHASE ORDER (LPO):

- 8.1. The purchaser will issue the local purchase 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. <u>PERFORMANCE BOND</u>:

- 9.1. The successful bidder will have to submit a performance bond in the shape of 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 10.1, the 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. <u>PAYMENT</u>:

- 10.1. Progressive Payments will be made as per following payment milestones on the completion of works:
  - 10.1.1. 100 % after delivery of material & punch list clearance and provisional acceptance by OGDCL/ Engineering Consultant

#### 11. <u>DELIVERY SCHEDULE</u>:

11.1 "Services for Installation and Commissioning of Jenbacher Genset Model JS-320"

The total time line of this project would be around 1 month after placement on foundation pad and delivery of all material at site.

#### 12. EXTENSION IN THE DELIVERY / COMPLETION PERIOD:

12.1. Providing of the services shall be made by the supplier in accordance with the given delivery schedule in purchase order.

- 12.2. The supplier may claim extension of the time limits as set forth in the purchase order in case of:-
  - 12.2.1. Changes in Scope of Work or in the specifications of goods, material & equipment by the OGDCL.
  - 12.2.2. Delay in provision of clarifications regarding material, drawings and services by the OGDCL
  - 12.2.3. Force Majeure pursuant to clause 15.
- 12.3. Justified reasons subject to a written request high-lighting the same within a period of seven working days prior to expiry of delivery period mentioned in Purchase Order.
- 12.4. It should be noted that a request for extension in delivery/ completion period shall be considered only if the supplier/ contactor agrees in writing to pay any increase in taxes or any other charges levied by the government during the extended delivery period. OGDCL shall not bear any additional price increase during the extended period.
- 12.5. In case of extension in delivery period, the supplier/ contactor will extend validity of Performance Bond accordingly at his cost.
- 12.6. If the supplier/ contactor 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. @ 1 % of the cost of entire order (excluding GST) or of such items as remains unsupplied for every day up to maximum of 15% for 10 days exceeding the delivery period.
  - 13.1.2. If the material is not supplied even after paying penalty for 10 (ten) consecutive days. OGDCL reserves the right to cancel supply order and to obtain the required items from elsewhere at your risk and cost.
  - 13.1.3. In case suppliers fails to deliver the goods against order, the purchaser reserves the right to claim interest/financial charges from the supplier on the amount of advance paid to him as per terms/conditions of order for such a period the supplier has detained the amount of advance.

#### 14. <u>FORCE MAJEURE</u>:

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. <u>INSPECTION AND TEST</u>:

- 15.1. The OGDCL's representative(s) shall have the right to inspect and/or test the goods to confirm their conformity with respect to specifications mentioned in the Purchase Order. The representative of Field Manager Qadirpur Gas Field will witness the inspection (where so required).
- 15.2. Should any inspected or tested goods fail to conform to the specifications the purchaser shall reject them and supplier shall replace the rejected goods. All costs incurred on such replacement shall be entirely born by the supplier.
- 15.3. Rejected material/ work shall be moved/ replaced by the supplier within 07 days from the receipt of letter/fax issued by the Field Manager Qadirpur Gas Field. The supplier shall be liable for the storage charges @ ½% (half percent) of the cost of rejected material on every day basis, if the same is not removed within seven days.
- 15.4. Acceptance/rejection of the material by 3<sup>rd</sup> party will be final and binding on both the parties.

#### 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 and approved drawings/design etc. Any deviation in material, drawing/design (where applicable) will be replaced by the Supplier/ Contactor at his cost.
- 16.2. OGDCL shall promptly notify the suppler in writing, of any claims arising under this warranty.
- 16.3. The supplier/ contactor will invariably provide warranty/guarantees

#### **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	
I/C Mechanical Section	Qadirpur Gas Field	072-3660683/4 0723660679	072-3660676	Mechanical_qp@ogdcl.com

Yours faithfully, For (Oil and Gas Development Company Limited) <u>I/C Mechanical Section</u> Qadirpur Gas Field, Oil & Gas Development Company Limited Ghotki, Sindh-Pakistan Phone No. Direct: 072-3660683/4 (Ext. 205) 0723-660679 Fax No. 072-3660676 E-mail: mechanical\_qp@ogdcl.com

#### **GENERAL TERMS AND CONDITIONS:**

- A. BIDS MUST BE SUBMITTED UNDER TWO ENVELOPES BIDDING SYSTEM i.e. TECHNICAL & FINANCIAL BID SEPARATELY ON DUE DATE.
- B. FINANCIAL BIDS OF ONLY TECHNICALLY RESPONSIVE BIDDERS WILL BE OPENED PUBLICLY.
- C. AFTER TENDER OPENING "TECHNICAL BIDS" WILL BE REVIEWED. THE BIDS WILL BE BROUGHT TECHNICALLY AT PAR BY SEEKING CLARIFICATIONS. THE BIDDERS WILL **NOT** BE ASKED FOR ANY PRICE CHANGE IN THEIR FINANCIAL BIDS DUE TO CERTAIN CLARIFICATIONS AND SUBSEQUENT CHANGE IN THEIR TECHNICAL PROPOSALS. THE BIDDERS WILL **NOT** BE ALLOWED TO SUBMIT SUPPLEMENTARY PRICE PROPOSALS IN A SEPARATE SEALED ENVELOPE TO MAKE IT A PART OF THE ALREADY SUBMITTED UNOPENED FINANCIAL BIDS AND TO ADJUST THEIR QUOTED PRICE SUBSEQUENTLY AFFECTED DUE TO CHANGE IN TECHNICAL PROPOSALS.
- D. SEALED FINANCIAL BIDS OF TECHNICALLY NON-RESPONSIVE BIDDERS WILL BE RETURNED UN-OPENED.
- E. OGDCL RESERVES THE RIGHT TO REJECT ANY OR ALL THE BIDS WITHOUT ASSIGNING ANY REASON.
- F. QUOTED PRICES MUST BE FIRM (INCLUSIVE OF GST, OTHER TAXES, AND DUTIES.
- G. OGDCL RESERVES THE RIGHT TO EVALUATE THE BID(S) EITHER ITEM-WISED OR FULL PASKAGE BASIS WITHOUT ASSIGNING ANY REASON. TO QOUTE COMPETITIVE PRICES FOR ALL OR ANY ITEMS ENABLE COMPANY TO DECIDE PURCHASE.
- A. THE MAXIMUM DELIVERY TIME FOR SUPPLY ITEMS / SERVICES IS EIGHT (08) WEEKS FROM THE DATE OF RECEIPT OF FIRM PURCHASE
- B. BIDDERS TO SUBMIT THEIR COMPANY PROFILES, EXPERIENCE OF SIMILAR SUPPLIES IN PAKISTAN ALONG WITH TECHNICAL BIDS

#### ANNEXURE-B

#### **BIDDING FORM (TECHNICAL BID)**

Oil & Gas Development Company Limited Qadirpur Gas Field, Ghotki, Sindh-Pakistan

Gentlemen,

1. Having examined the Bidding Documents including the specifications, the receipt of which is hereby acknowledged, we the undersigned, offer to supply & deliver «Description» in conformity with drawings, specifications of goods and conditions of Tender Document.

2. We undertake, if our bid is accepted, to commence delivery within \_\_\_\_\_\_ days (Please specify days) from the date of receipt of your firm Purchase Order.

3. If our bid is accepted, we will provide the Performance Bond equal to 10% of the Purchase Order excluding GST, for due performance of the purchase order.

4. We agree to abide by all the terms & conditions of the tender for the period of \_\_\_\_\_\_ days (*Please specify days*) from the date fixed for receiving the same & it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extension thereof agreed by us.

5. Until a formal Purchase Order is placed, this bid, together with your written acceptance thereof, shall constitute a binding contract between us. We under-stand that you are not bound to accept the lowest priced or any bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_

(Signature) (In the capacity of)

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_\_

(Signature of	of Witness)
Name: -	
Address: -	

# BID SUMMARY SHEET TENDER NO. <u>(TE/84/QP-MECH/2021)</u> (TO BE ATTACHED WITH TECHNICAL BID)

1.	Bidder Name		
	a. Address, Phone & Fax No		
	b. E-mail address		
2.	Manufacturer Name &		
	a. Country of Origin:		
	b. (Where required)		
3.	Items Quoted:(give serial no. only):		
4.	Price Validity:		
5.	Offered Delivery/ Completion Period:		
6.	GST Registration No		
7.	Bidding Form (Annexure-B Attached with Technical Bid):	Yes	No
8.	Bid Bond Attached with TECHNICAL Bid:	Yes	No
9.	Any Deviation:		

Signature	 
Name & Designation_	 

#### **ANNEXURE-B-1**

#### **BIDDING FORM (FINANCIAL BID)**

#### Oil & Gas Development Company Limited Qadirpur Gas Field, Ghotki, Sindh-Pakistan

Gentlemen,

1. Having examined the Bidding Documents including the specifications, the receipt of which is hereby acknowledged, we the undersigned offer to supply & deliver «Description» in conformity with drawings, specifications of goods and conditions of Tender for the sum of Rs.\_\_\_\_\_\_ (Total bid amount in words) (inclusive of all taxes) or such other sum as may be ascertained in accordance with the said conditions.

2. Until a formal Purchase Order is placed, this bid, together with your written acceptance thereof, shall constitute a binding contract between us. We under stand that you are not bound to accept the lowest priced or any bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_

(Signature) (In the capacity of)

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

(Signature of Witness) Name: - \_\_\_\_\_\_ Address: - \_\_\_\_\_\_

# BID SUMMARY SHEET TENDER NO. <u>(TE/84/QP-MECH/2021)</u> (TO BE ATTACHED WITH FINANCIAL BID)

1.	Bidder Name Address, Phone & Fax No E-mail address
2.	Manufacturer Name & Country of Origin: (Where required)
3.	Items Quoted:(give serial no. only):
4.	Price Validity:
5.	Total FOR (Destination) Price (Without GST): Rs
6.	Total FOR (Destination) Price (With GST): Rs
7.	Amount of Bid Bond (without GST): Rs
8.	Validity of Bid Bond (Expiry Date):
9.	Offered Delivery Period:
10	Payment Terms:
11	.GST Registration No
12	.Bidding Form (Annexure-B-1 attached with TECHNICAL bid): Yes No
13	. Any Deviation:
	Signature

Name & Designation\_\_\_\_\_

#### **ANNEXURE-C**

#### BANK GUARANTEE AS EARNEST MONEY

Guarantee #	:	
Date of Issue	:	
Date of Expiry	:	
Amount	:	

#### Oil & Gas Development Company Limited Qadirpur Gas Field, Ghotki, Sindh-Pakistan

- a) Fails or refuses to execute the Purchase Order in accordance with the instructions to the Bidders, or
- b) Fails or refuses to furnish Performance Bond in accordance with the instructions to Bidders.
- 2. To accept written intimation(s) from you as conclusive and sufficient evidence of the existence of a default or non-compliance as aforesaid on the part of the BIDDER and to make payment accordingly within 03 (three) days of receipt of the written intimation.
- 3. No grant of time or other indulgence to or composition or arrangement with the Bidder in respect of aforesaid Bid with or without notice to us shall affect this Guarantee and our liabilities and commitments hereunder.
- 4. This guarantee shall be binding on us and our successors in interest and shall be irrevocable.

(BANKER)

### <u>DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.</u> <u>CERTIFICATE</u>

Submitted to OGDCL with the reference to Purchase Order No.\_\_\_\_\_

hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privileges or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any corrupt business practice.

Without limiting the generality of the foregoing, the Seller/ Supplier represents and warrants that it has fully declared the brokerage, commission, fees etc., paid or payable to anyone and not given or agreed to give and shall not be given or agree to give to any one within or outside Pakistan either directly or indirectly through any national or juridical person, including its affiliate, agent, associate, broker, consultant, briber, finder's fee or kickback, whether described as consultant fee or otherwise, with the object of obtaining or including the procurement of a contract right, interest, privilege or other obligation or benefit in whatsoever form from GOP except that privilege or other obligation or benefit in whatsoever form from GOP except that privilege or other obligation or benefit in whatsoever form from GOP except that been expressly declared pursuant hereto.

The Seller/ Supplier certificate that it has made and will make full disclosure of all agreement and arrangements with all persons in respect of or related to the transaction with GOP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

The Seller/ Supplier accepts full responsibility and strict liability for making any false declaration not making full disclosure, mis-representing facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest. Privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GOP under any law, contract or other instrument, be void able at the option of GOP.

Notwithstanding any rights and remedies exercised by GOP in this regard, the Seller/ Supplier agrees to indemnify GOP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GOP in an amount equivalent to ten times the sum of any commission, gratification, bribe, tinder's fee or kickback given by the Seller/ Supplier as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

For & On Behalf of Seller/ Supplier

#### <u>ANNEXURE – E</u> <u>PAGE 01 OF 01.</u>



# OIL & GAS DEVELOPMENT COMPANY LTD

Oil & Gas Development Company Limited Qadirpur Gas Field, Ghotki, Sindh-Pakistan TEL: : 92 072-3660683/4 (Ext.250,205,232) FAX: : 92 072-3660676 EMAIL: : mechanical\_qp@ogdcl.com Web Site: www.ogdcl.com GST No: 07-02-2802-001-55

ISSUED ON : \_\_\_\_\_

LPO No : TE/ /\_\_\_\_\_

M/s \_\_\_\_\_

## SUBJECT: LOCAL PURCHASE ORDER.

Dear Sir,

Ref your quotation dated	_opened on	against our Press
Tender/Tender Enquiry/Fax Enquiry # PROC-L(	)	dated
regarding procurement of		•

We feel pleasure in placing an order on you for the supply of stores given below. Terms and Conditions of supply are noted below and on reverse.

	A/C CODE:
INDENTENT-	DT

INDENT No DT FOR: (LOCATION)DEPARTMENT									
S				INDEX	UNIT	RATE	E (RUPEES)		
5. NO.	DESCRIPTION	QTY	UNIT	NUMBER	(EXCL O GST)	OF	(INCL OF GST)	TOTAL (RUPEES)	
(RUI	(RUPEESONLY) GRAND TOTAL: (INCLUSIVE OF% GST)								

#### **TERMS & CONDITIONS:**

- - a. PAYMENT AFTER DELIVERY (OR)
  - b. PAYMENT AGAINST DELIVERY (OR)
    - \_\_\_\_\_% ADVANCE PAYMENT AGAINST BANK GUARANTEE.
- 3. **<u>PERFORMANCE BOND:</u>** 10% PERFORMANCE BOND IN SHAPE OF BANK GUARANTEE AS PER CLAUSE # \_\_\_\_\_ OF TENDER DOCUMENTS MUST BE SUBMITTED WITHIN 10DAYS.
- 4. **INSPECTION:** .....
- 5. PLEASE ACKNOWLEDGE RECEIPT OF THIS ORDER IMMEDIATELY ACKNOWLEDGEMENT AND/OR PERFORMANCE, PARTIAL OR COMPLETE, OF THIS PURCHASE ORDER SHALL CONSTITUTE THE SUPPLIER/SELLER'S ACCEPTANCE OF ALL TERMS AND CONDITIONS OF THIS PURCHASE ORDER WITHOUT REGARD TO AND IN SUPERCESSION OF ANY AND ALL PREVIOUS CORRESPONDENCE/ DOCUMENTATION BETWEEN THE PARTIES.

for OIL & GAS DEVELOPMENT COMPANY LTD.

#### **GENERAL TERMS AND CONDITIONS**

1. **<u>GENERAL</u>**: These terms and conditions shall form an integral part of this Local Purchase Order and both the Supplier/Seller and the Purchaser shall be bound by all the provisions contained hereunder.

#### 2. <u>DELIVERY:</u>

- a. The material strictly according to specification must be delivered through Delivery Challan in triplicate at the place and within the time mentioned in this order (on reverse) by you at your own expenses {*excluding a grace period of 10 (Ten) days for postal delivery of this Purchase Order*}.
- b. Time is of the essence of this order.
- 3. **EXTENSION IN SUPPLY PERIOD:** Supply period may be extended in exception cases provided that;
  - a. Force Majeure case is established by the Supplier.
- 4. **INSPECTION:** All items of this order will be subject to acceptance/rejection by the Inspection Committee/3<sup>rd</sup> Party Inspector (if required), who will give its decision within 07 days of receipt of material. Rejected material shall be removed / replaced by the Supplier within 07 days from the date of receipt of letter/fax, issued by the Field Manager Qadirpur Gas Field. The Supplier will be liable to pay storage charges @ ½% of the cost of rejected material on every day basis if the same is not removed within 07 days. After 10 days the penalty will be charged at the rate of 5% per day with the supplier's maximum liability under this clause not to exceed 15% of the total value of the Purchase Order.
- 5. **<u>PENALTY</u>**: For failure to comply with Delivery Clause, penalty shall be imposed on the Supplier as under:
  - a. @ 1/2 % of cost of entire order or such items as remain un-supplied for every day upto a maximum of 15% for 10 days exceeding the delivery period.
  - b. If the material is not supplied even after paying penalty for 10 (ten) consecutive days. OGDCL reserves the right to cancel the supply order and to obtain the required items from elsewhere at your risk and cost.
- 6. **<u>DOCUMENTATION FOR PAYMENT</u>**: Following documents must be provided after receipt of Local Purchase Order (LPO) and payment will be processed only after receipt of said certificates:
  - a. National Tax Number (NTN), General Sales Tax (GST) and Professional Tax Paid Certificates must be provided by the firm immediately after receipt of Local Purchase Order (LPO) and payment will be processed only after receipt of said certificates.
  - b. Commercial Invoice having NTN/CNIC Numbers
  - c. Sales Tax Invoice
  - d. Professional Tax Paid Certificate
  - e. Copy of valid Tax Exemption Certificate (if any)
  - f. Delivery Challan
- 7. You are encouraged to inform the M.D. and Head of Deptt(s) on the following addresses/ contacts, in case where any OGDCL employee asks for any type of favour whether monetary or in kind:

DESIGNATION	ADDRESS	TEL #	FAX #	E. MAIL
MANAGING DIRECTOR	OGDCL HOUSE, JINNAH AVENUE, ISLAMABAD	051- 9209701	051- 9209708	
I/C Mechanical Section	Qadirpur Gas Field	072-3660683 Ext 205	072- 3660676	Mechanical_qp@ogdcl.com

- 8. **GOVERNING LAW:** This Local Purchase Order and any matter relating thereto shall be governed by the laws of Pakistan.
- 9. **WARRANTIES:** Supplier/Seller warrants that all goods, material, equipment or services furnished hereinabove will conform strictly to the Purchaser's specifications.
- 10. <u>**TITLE:**</u> Supplier/seller warrants that the goods, material, equipment shall be delivered free from any and all security interests, liens, encumbrances and claims of any nature.
- 11. **COMPLIANCE WITH LAWS:** Supplier/seller agrees to indemnify the Purchase for any loss, damage or cost suffered by the Purchaser as a consequence of the Supplier/seller's failure, deliberate or otherwise, to comply with any applicable laws, rules, regulations or orders/directives of any public sector entity and/or Government.
- 12. **ARBITRATION:** Any dispute, difference or question arising out of or in respect of this Purchase Order shall be settled by arbitration in accordance with the Arbitration Act, 1940.
- 13. Acknowledge receipt of this order immediately.

#### **ANNEXURE-F**

#### BANK GUARANTEE AS PERFORMANCE BOND

Guarantee #	
Date of issue: -	
Date of expiry:-	
Amount: -	

#### Oil & Gas Development Company Limited Qadirpur Gas Field, Ghotki, Sindh-Pakistan

In consideration of your issuance of Local Purchase Order  $\# / / \_$ \_\_\_\_\_ dated \_\_\_\_\_ to M/s. \_\_\_\_\_ called supplier and in consideration for value received from supplier we (Please mention name of Bank) at the request of M/s. (Please mention name of supplier) hereby agree and under take as:-

- 1. To make unconditional payments to you as called upon 5% of the value of the LPO (please mention amount of guarantee in words and figures) mentioned in the said LPO on your return demands without further recourse, question or reference to supplier or any other person in the event of default, non-performance or non-fulfillment by supplier of his obligations, liabilities, responsibilities under the said LPO which you shall be the soul judge.
- 2. to accept return intimation from you as conclusive and sufficient evidence of existence if a default or breach as aforesaid on the part of supplier and to make payment accordingly within 03 (Three) days of receipt thereof.
- 3. To keep this guarantee in full force from the date hereof until 30 (Thirty) days from the date of delivery of last consignment of material at given destination as per LPO.
- 4. To keep 50% amount of this guarantee enforce from the date hereof until 12 months from the date of delivery of last consignment of the material of at given destination as per LPO.
- 5. That no grant of time or other indulgence to, amendment in the terms of LPO by agreement between the parties or imposition or agreement with LPO in respect of the performance of this obligations under the said agreement, with or without notice to us shall in any manner discharged or otherwise affect this guarantee and our liabilities and commitments their under.
- 6. This guarantee shall be binding on us and our successor's interest and shall be irrevocable.
- 7. This guarantee shall not be affected by any change in the constitutions of the Guarantor Bank or the supplier.

(BANKER)

#### **ANNEXURE-G**

#### **BANK GUARANTEE AS ADVANCE PAYMENT**

	Guarantee # Date of issue: Date of expiry: Amount:
Qadi	& Gas Development Company Limited irpur Gas Field, tki, Sindh-Pakistan
1.	WHEREAS M/s (hereinafte
	called the Supplier) have requested us to furnish a Bank Guarantee for Par Rs
	(Rupees) bein
	% advance of the ordered value of Pak Rs (Rupee
	FM/ issued on
2.	AND IN CONSIDERATION of you're paying an advance of Pak Rs.
	we, hereby guarantee to pay on demand a sum of Pak Rs
WE .	ALSO HEREBY AGREE:
a	) To make unconditional payment of maximum amount of Pak Rs.

without any question and without referring to the Supplier.

b) To keep the guarantee in force till \_\_\_\_\_\_.

- c) To extend the period of enforceability of this guarantee if it becomes necessary to you and agreed to by us.
- d) We further undertake not to revoke this guarantee during its specified duration as above state except with your consent.

(BANKER)