

**TENDER DOCUMENTS**

**TENDER ENQUIRY NO: TE#NBGF/002/2022/210**

**“Provision of school-van on monthly-rent basis at Nur-Bagla Gas Field, Golarchi, District Badin, Sindh.”**

**FIELD MANAGER**

**NUR-BAGLA GAS FIELD**

**OIL & GAS DEVELOPMENT COMPANY LIMITED**

**ISSUING DATE: 27.04.2022**

**BID SUBMISSION DATE: 11-05.2022**

**OGDCL SALES TAX REGISTRATION**

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

**INVITATION FOR BIDS**

**TENDER NO. TE/002/NBGF/2021/210**

OIL & GAS DEVELOPMENT COMPANY LIMITED

NUR-BAGLA GAS FIELD

1. **INVITATION TO BID FOR PROVISION OF SCHOOL-VAN MONTHLY-RENT AT NUR-BAGLA GAS FIELD.**
2. Oil & Gas Development Company Ltd. (OGDCL) is Pakistan’s largest oil & gas exploration and production entity. Nur-Bagla Gas Field, one of its many operating assets in southern Sindh, is located in Districts of Sujawal and Badin. The Gas Condensate plant is located at about 25 kilometres from Golarchi (Tehsil Shaheed Fazal Rahoo), District Badin.
3. Sealed bids are invited from eligible bidders through Open Competitive Bidding method under Single-Stage, One Envelope procedure, for provision of School-Van on monthly rent basis at Nur-Bagla Gas Field.
4. Tender Documents may be downloaded from [www.ogdcl.com](http://www.ogdcl.com) (OGDCL’s website) or may be obtained from the office of the Field Manager, Nur-Bagla Gas Field, on any day after publication of this notice during 0900 hrs to 1600 hrs (PST), but no later than closing time for the submission of bids.
5. Duly filled in Bids shall be submitted to the Field Manager, Nur-Bagla Gas Field before the closing time and date as specified in the Tender Documents, along with all required / specified attachments. Bids shall be opened publicly in presence of the representatives of bidders who wish to be present, on the day/date and time as specified in Tender Documents.
6. Prospective bidders are advised to read and understand the Tender Documents fully and if required, forward their queries to the Field Manager, Nur-Bagla Gas Field well in time along with their complete commercial address. However, OGDCL shall not be responsible for any delay / loss of communication.
7. No alteration in OGDCL’s uploaded tender documents is allowed. Any attempt for alteration/amendment in the tender documents may lead to disqualification of the bidder.
8. OGDCL reserves the right to accept, reject any / all bids or call-off the bid in accordance with / subject to PPRA Rules and regulations prior to award of the Service/Work Order.

Field Manager

1. I**NSTRUCTION TO BIDDERS**
   1. Field Manager, Nur-Bagla Gas Field shall be the focal person on behalf of OGDCL with respect to this bid / tender enquiry and consequent proceedings and outcomes.
   2. Bids shall be filled-in completely in original, duly signed and stamped by the bidder. All cost/expenses associated to obtaining, filling, submitting etc. of bids shall be borne by the bidder.
   3. In case of any ambiguity or doubt regarding bidding document or anything contained therein, clarification shall be sought from the Field Manager, which shall be final explanation on the matter.
   4. OGDCL may at any time before acceptance of Service/Work Order or signing of the contract / agreement issue any addendum, amendment, or clarification on its own which shall constitute part of these documents.
   5. Bidders shall submit their bid in a sealed package having written on it the Bid / Tender number, subject thereof and closing date / day and time. Bid(s) submitted after the time prescribed shall be rejected and returned without being opened.
   6. Duly completed / filled-in Bids along with required attachments shall be submitted as following schedule / venue:
2. Mailing Address: Field Manager, Nur-Bagla Gas Field, Oil & Gas Development Company Ltd. C/O TCS Office, Golarchi, District Badin.
3. In-person submission: Office of the Field Manager, Nur-Bagla Gas Field, Oil & Gas Development Company Ltd. Chak#20, 11-kilometers on Khorwah-Jati link road, off Badin-Sujawal road, Taluka Golarchi (S. Fazil Rahoo), District Badin
4. Submission date / time: **11.05.2022 1000 hrs (PST)** / (Not after 15th day of advertisement)
5. Bid-opening date / time: **11.05.2022 1100 hrs (PST)** (1/2 hour after above-cited date/time)

7- The bids shall be opened by the designated committee at the location in presence of representative of bidder(s) who care to be present. Technically responsive and financially lowest evaluated bidder in line with the bid evaluation criteria will be considered for award of job.

1. OGDCL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required certificates/ evidence, sureties etc. have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
2. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figure, the amount in words shall prevail.
3. A substantially responsive bid is one, which conforms to all the terms and conditions of the Tender Documents without deviation. A deviation is one which being inconsistent with the Tender Documents, affects in any substantial way the scope, instruction to Bidders, quality or prescribed completion schedule or which limits in any substantial way, OGDCL’s right or the bidders’ obligation under the Contract.
4. A bid determined to be non-responsive will be rejected by OGDCL and shall not subsequently be made responsive by the Bidder by correction of the non-conformity.
5. OGDCL may waive any minor deviation non-conformity or irregularity in a bid, which does not constitute a deviation, provided that the waiver does not prejudice or affect the relative standing order of any Bidder.

**C GENERAL / SPECIAL CONDITIONS**

1. The bidder shall be a registered person with Income Tax / Sales Tax / Provincial Sales Tax authorities as per applicable laws. Providing proof of the same shall be the responsibility of the bidder.
2. The model / registration of the vehicle shall not be older than 04 years on 01.07.2022 (i.e model/registration on or after 01.07.2018).
3. The monthly rent for the Vehicle will include charges for vehicle, driver salary, fuel / POL, and all the expenses whatsoever relating to provision of the Vehicle under the agreement. No other payment / supplies whatsoever shall be provided by OGDCL except as given hereunder. No escalation / revision in rent etc. shall be considered during the currency of agreement.
4. Sindh Services Sales Tax @ 13% / prevalent rate shall be chargeable as per relevant law / rules.
5. The fuel for the vehicle will be arranged by Contractor.
6. The engine oil / lubricants etc. shall be arranged by contractor periodically.
7. The payment of rent will be made to the contractor through cross cheque on monthly basis after deduction of Income tax as per rules of Government.
8. The vehicle and driver will be bound to perform round the clock duty i.e.24 hours daily. Primarily, the vehicle shall perform duty for pick & drop facility for the local school students as assigned by the OGDCL; preferably female students of Nur-Bagla Gas Field / nearby areas to Golarchi city. No payment shall be considered / made for gazetted seasonal vacations of school to School Van. For this purpose, school shall be deemed to be Government School.
9. In case of driver’s absence or leave, the Contractor will arrange replacement for him at once. In case of breakdown of the vehicle, the Contractor will provide the replacement of the vehicle on its own cost and expense.
10. OGDCL will not be responsible for making the payments of any sorts of compensation for any loss / damage to Vehicle / life of those involved or third party due to un-foreseen incidents / force-majeure / accidents / theft / mishandling etc.
11. All the expenses including driver salary, repair / maintenance, Insurance etc. of the Vehicle will be borne by the Contractor. Proper and routine maintenance, cleaning and washing etc. of the vehicle shall be responsibility of the Contractor.
12. The Contractor will be responsible for providing original documents of the Vehicle for verification when required, and maintaining proper documents, fitness certificate, insurance policies, and payment of government taxes, duties or levies etc.
13. OGDCL has the right to give an advance notice of 24 hours, in case of de-hiring the Vehicle or termination of the agreement and the Contractor shall have the right to give an advance notice of one month in case of withdrawal of vehicle or termination of the agreement.
14. In case Contractor withdraws the Vehicle without one month advance notice, one month’s payment will be deducted from the bill(s). For this purpose the bill of 1st month will be released after the completion of 2nd month.
15. The Contractor will submit the bill(s) for rent of vehicle up to 5th of each month.
16. The Vehicle can be deputed anywhere in Pakistan if any tour planned by School /Govt.
17. OGDCL reserves the right to ask the successful bidder at any time to submit a performance bond in shape of bank guarantee (As per Specimen annexed) not exceeding 10% of the Contract for the period of Contract.
18. Bid Security to be submitted along with bid: A Bid Bond in the form of a cash deposit (Call Deposit) or a Bank Draft or a Bank Guarantee (as per Specimen annexed) issued by scheduled Bank of Pakistan or a branch of foreign bank operating in Pakistan for an amount mentioned not less than 2% of quoted annual amount and valid for 120 days from the date of opening of bids.
19. Any bid not accompanied by the requisite Bid Bond is likely to be declared non-responsive. The bid bond of unsuccessful bidders will be returned. The bid bond of the successful bidder shall be discharged after he has executed the contract. The bid bond of successful bidder may be forfeited if he fails to comply with bid conditions.
20. Bid Validity: 02and half months from the date of opening of the Bids.
21. **OTHER SPECIFICATIONS**
22. Nur-Bagla Gas Field is located in districts of Sujawal and Badin. The Gas Condensate plant is situated at about 25 kilometres approx. from the city of Golarchi (Tehsil Shaheed Faazil Rahoo) in Chak#20, near “Makhayro Moree” on Khoorwah Chowk-Jati Road.
23. The school van shall generally be used to pick students as assigned by the OGDCL; preferably girl-students; from villages around the Nur-Bagla Gas Condensate Plant, drop them in various schools of Golarchi city and bring them back to pick-up point after school-closure time daily except on closed / gazetted holidays or seasonal vacations.
24. A typical google-earth view of the location is appended as under for general reference:



1. **TIME PERIOD**
2. The vehicle may be hired for a period of one year, as mutually agreed, subject to terms / conditions specified in the Tender Documents and the Contract agreement to be executed between the selected bidder and the OGDCL.
3. The rent may be revised yearly subject to policy and sole discretion of OGDCL.
4. The periodic seasonal vacation(s) as declared by the respective department / government or any other continual break of schooling except for gazette /closed weekly holidays on any unforeseen account shall not be considered for plying the vehicle / considering the payment of any sort whatsoever in full or part to the extent of the unforeseen continual break.
5. **CRITERIA FOR QUALIFICATION OF BIDDERS**
6. The model / registration of the vehicle shall not be older than 04 years on 01.07.2022 (i.e model/registration on or after 01.07.2018).
7. The bidder shall be a registered person with Income Tax / Sales Tax / Provincial Sales Tax authorities as per applicable laws. Providing proof of the same shall be the responsibility of the bidder.
8. The successful bidder shall arrange to provide Registration / ownership document and Fitness certificate of the vehicle before execution of agreement / contract.
9. The successful bidder shall arrange inspection of the vehicle by OGDCL’s nominee / representative as and when required before execution of Contract.
10. The successful bidder shall submit an affidavit before entering into Contract confirming that he is not black-listed by any government department / organization / agency or institution.
11. **CRITERIA FOR BID EVALUATION AND AWARD OF CONTRACT**
12. The bidder with the technically responsive and financially lowest evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Federal Government, complying with the terms and conditions contained in the Tender Documents and within the approved limit of the OGDCL’s funds for the subject shall be awarded the contract.
13. **REQUIRED STANDARD**
14. Besides other conditions regarding the model / make / registration of the vehicle as contained in this document, the offered vehicle must be well-maintained, contain proper safety/exit system, etc.
15. Proper and routine maintenance along with oil/filter change at required standards, routine preventive maintenance, cleaning and washing etc. of the vehicle shall be the integral part of the contractual agreement.
16. **OTHERS:**
17. **REQUIRED ATTACHMENTS:** Along with sealed bids, the bidders shall also submit a verified copy each of:
    * 1. CNIC of the owner / proprietor / intended contractor
      2. Registration certificates with federal and provincial tax authorities / boards
      3. Registration book of the vehicle along with latest tax payment slip/challans.
      4. Vehicle’s Fitness Certificate issued by the Motor Vehicle Department ;

Provided that original documents shall be required to be presented before execution of contract.

1. **FORM OF BID**

Dear Sir/Gentlemen

Having examined and understood the Biding Documents in total along with conditions / requirements / standards / clarifications etc. the receipt of which is hereby acknowledged, I / We the undersigned offer to provide following vehicle(s) on monthly rent to Nur-Bagla Gas Field in conformity with the Tender Documents on monthly rent mentioned below:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Type of vehicle | Registration No. | Make & Model | Year of Registration | Monthly Rent (Rs.) | (Monthly Rent: In words Rupees) |
| School Van |  |  |  |  |  |
|  |  |  |  |  |  |
| Gross amount of rent for 01 year (12 months): | | | | |  |
| Gross amount of rent for 02 years (24 Months) | | | | |  |
| Amount of Bid Bond submitted: | | | | |  |

The above rent is inclusive of all costs, rates, fees and taxes etc. as prescribed from time to time by the Company / Government, except for Sindh Sales tax on Services (13% or prevalent rate).

Until a formal service / work order is placed, if accepted as technically qualified and financially lowest, this Bid shall bind us to provide the afore-cited service(s) as and when you wish to intimate this in writing.

Yours truly

Duly authorized to sign the Bid on behalf of (bidder):

……………………………………………………………………………………………………………………

Signature(s) and seal:………………..…………………………………………………………………………

Name(s) & Designation:…………………………………………………………………………………………

Witness: Signature:………………………………………………….

Name:………………………………………………………..

CNIC No:…………………………………………………….

**FORM OF CONTRACT / AGREEMENT**

**(SPECIMEN OF VEHICLE HIRING AGREEMENT TO BE EXECUTED WITH SUCCESSFUL BIDDER)**

This agreement is executed between **……………………………… ON BEHALF OF ……………………………………..,** resident of **……………………………………(PRESENT / PERMANENT),** CNIC NO.#............................**,** to be called the Contractor / first party, and Field Manager, Nur-Bagla Gas Field, on behalf of Oil & Gas Development Company Limited (OGDCL), to be called second party,

WHEREAS the Contractor / first party has agreed through his bid against Invitation to Bid / Tender Enquiry No……………………. dated…………..to provide and the second party has accepted the said bid and agreed to hire the **School Van (**Vehicle) bearing Registration No: **………….., Model: ………, Registration year:………., Engine No: ………….., Chassis No.** **………………,** along with driver, fuel, oil, etc. onlump-sumrental basis,

NOW therefore the terms and conditions are set as under w.e.f: ……………….**:**

1. That the rent-per-month for the Vehicle will be Rs……………/- (in words Rupees……………………………………………… only) plus 13% / prevalent Sindh sales Tax and cost of engine Oil subject to Para#2. No escalation / revision in the rent etc. shall be considered during the currency of agreement.
2. That no other payment / supplies whatsoever shall be provided by the second party.
3. That the payment of rent will be made to the first party through cross cheque on monthly basis after deduction of Income tax as per rules of Government.
4. That fuel / HSD, engine oil and lubricants etc. for the vehicle will be arranged by Contractor / first party.
5. The the vehicle shall perform duty for pick & drop facility for the local school students as assigned by the OGDCL; preferably female students of Nur-Bagla Gas Field / nearby areas to Golarchi city. No payment shall be considered / made for gazetted seasonal vacations of school to School Van. For this purpose, school shall be deemed to be Government School.
6. That in case of driver’s absence or leave, the first party will arrange replacement for him at once. In case of breakdown of the vehicle, the first party will provide the replacement of the vehicle on its own cost and expense.
7. That the second party will not be responsible for making the payments of any sorts of compensation for any loss / damage to Vehicle / life of those involved or third party due to un-foreseen incidents / force-majeure / accidents / theft / mishandling etc.
8. That all the expenses including driver salary, repair/maintenance, Insurance, etc. of the Vehicle will be borne by the first party. Proper and routine maintenance, cleaning and washing etc. of the vehicle shall be the responsibility of the Contractor.
9. That the first party will be responsible for providing original documents of the Vehicle for verification when required, and maintaining proper documents, insurance policies, and payment of government taxes, duties or levies etc..
10. That the second party has the right to give an advance notice of 24 hours, in case of de-hiring the Vehicle or termination of the agreement and the first party shall have the right to give an advance notice of one month, in case of withdrawal of the vehicle or termination of the agreement.
11. That in case first party withdraws the Vehicle without one month advance notice, one month’s payment will be deducted from the bill(s). For this purpose the bill of 1st month will be released after the completion of 2nd month.
12. That the first party will submit the bill(s) up to 5th of each month.
13. That the Vehicle can be deputed anywhere in Pakistan.
14. That OGDCL reserves the right to ask the bidder at any time to submit a performance bond in shape of bank / insurance guarantee not exceeding 10% of the Contract for the period of Contract.

|  |  |  |
| --- | --- | --- |
| Signed on behalf of Contractor |  | Signed on behalf of OGDCL  Field Manager  Nur-Bagla Gas Field |

**Annexure “B”**

**BID BOND**

Oil & Gas Development Company Limited, Guarantee No……………………

Nur-Bagla Gas Field, Golarchi, District Badin, Sindh Date of issue...…………………..

Date of expiry …………………... Amount……………………………

Dear Sir,

In consideration of M/s…………………………………………………………………………………………………………..

herein after called “THE BIDDER” having submitted the accompanying Bid with reference to OGDCL tender enquiry No: …………………………………………….. and in consideration of value received from ……………………………………….(the Bidder above), we hereby agree to undertake as follows:-

1. To make unconditional, immediate and forthwith payment of the sum of PKR ---------/- (PKR--------------------------- Only) upon your FIRST and SIMPLE written demand without further recourse, question, query, deferment, contestation or reference to the bidder, account party or any other person in the event of the withdrawal of the aforesaid bid by the BIDDER before the end of the period specified in the Bid after the opening of the same for the validity thereof or if no such period be specified, within 150 days after the said opening or if the Bidder, having been notified of the acceptance of his bid by the Company during the period of bid validity:

1. Fails, refuses or delays to execute the Contract in accordance with the instruction to Bidders, or
2. Fails, refuses or delays to furnish Performance Bond in accordance with the instruction to Bidders.

1. To accept written demand from you as conclusive, sufficient and final evidence of the existence of a default of non-compliance, breach or default as aforesaid on the part of the BIDDER and to make payment immediately and forthwith upon receipt of your FIRST and SIMPLE written demand.
2. No grant of time or other indulgence to, or composition or arrangement with the BIDDER in respect of the aforesaid Bid with or without notice to us shall affect this Guarantee and our liabilities and commitments hereunder.
3. This is an independent and direct obligations guarantee and shall be binding on us and our successor in-interest and shall be irrevocable.
4. The Guarantor Bank warrants and represents that it is fully authorized, empowered and competent to issue this guarantee.

Yours faithfully,

(B A N K E R S)

**Note: Bid Bond issued from NIB Bank will not be acceptable.**

**Annexure -“C”**

PERFORMANCE BOND/BANK GUARANTEE

Oil & Gas Development Company Limited, Guarantee No…………………

Nur-Bagla Gas Field, Golarchi, District Badin, Sindh Date of issue...…………………..

Date of expiry …………………

Amount…………………………

Dear Sir,

Ref: Our Bank Guarantee No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_in the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Account\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Amount of Contract/Job\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In consideration of you having entered into contract No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_called Contractor and in consideration of value received from CONTRACTOR, we hereby agree and undertake as follows:

* 1. To make unconditional, immediate and forthwith payment to you as called upon of an amount (equivalent to 10% of total contract value in Pak Rupees) on your written FIRST and SIMPLE demand without further recourse, question, query, deferment, contestation 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 and absolute judge.
  2. To accept written demand from you as conclusive, sufficient and final evidence of the existence of a 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. To keep this Guarantee in full force and effect from the date hereof until…………… from the date of contract execution / mobilization Notice.
  4. That no grant of time or other indulgence to, amendment in the terms of the contract by Agreement between the parties, or imposition of Agreement with contractor in respect of the performance of his obligation under and in pursuance of the said Agreement with or without notice to us, shall in any manner discharge of otherwise however affect this Guarantee and our liabilities and commitments there under.
  5. This is an independent and direct obligations guarantee and shall be binding on us and our successor in-interest and shall be irrevocable.
  6. This Guarantee shall not be affected by any change in the constitution of the Guarantor Bank or the constitution of the Contractor.
  7. The Guarantor Bank warrants and represents that it is fully authorized, empowered and competent to issue this guarantee.

Authorized Sign for Issuing Bank

Seal of the Bank

1. **LITIGATION CLAUSE:**
2. without prejudice to other right of the Company, tenderers, their subcontractors and other suppliers shall be disqualified from participating in the bidding process if:

**a .** 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 involved in criminal activities or failed fulfill the Tender’s ability to perform the Contract.

b. Its involvement in litigation is chronic.

1. Its past conduct or execution of works under contract has been poor.
2. **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 IBA | 051-9209701 | 051-9209708 |  |
| Field Manager | Nur Bagla Gas Field | +92-297-853542 | +92-297-853541 | nurbagla@ogdcl.com |

Yours faithfully,

for (Oil and Gas Development Company Limited)

Ali Khan Lashari

**Field Manager**

Nur Bagla Gas Field,

Oil & Gas Development Company Limited

District Badin, Sindh-Pakistan

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