

**TENDER DOCUMENTS**

**TENDER ENQUIRY NO: TE/UCH/PF/002/2020**

**“COLD REPAIRING SERVICES FOR EXTERNAL METAL LOSS/ANOMALIES ON 26 INCH (DIA)**

**SALE GAS PIPELINE”**

**FIELD MANAGER UCH GAS FIELD**

**(PRODUCTION FACILITIES)**

**OIL & GAS DEVELOPMENT COMPANY LIMITED**

**ISSUING DATE: MARCH 09, 2020**

**BID SUBMISSION DATE: MARCH 26, 2020**

**OGDCL SALES TAX REGISTRATION**

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

**INVITATION FOR BIDS**

**BIDDING DOCUMENT**

**TENDER NO: TE/UCH/PF/002/2020**

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| **OIL & GAS DEVELOPMENT COMPANY LIMITED** |

SUBJECT: **LETTER FOR INVITATION TO BID FOR “COLD REPAIRING SERVICES FOR EXTERNAL METAL LOSS/ANOMALIES ON 26 INCH (DIA) SALE GAS PIPELINE”**

## **INTRODUCTION**

## Oil and Gas Development Company Ltd (OGDCL) is Pakistan’s leading E&P sector company, having operations at about 50 locations and fields in all the four provinces. The Company is listed and traded on all three stock exchanges of the country with highest market capitalization. Recently the Company, through GDR process, has also been listed on London Stock Exchange. More details about the Company can be obtained from its website [www.ogdcl.com](http://www.ogdcl.com).

## **OBJECTIVE**

## OGDCL intends to hire the services of an experienced and well reputed contractor for COLD REPAIRING SERVICES FOR METAL LOSS/ANOMALIES ON 26 INCH (DIA) SALE GAS PIPELINE. Bidders are required to submit their bids strictly as per Schedule of Requirement (SOR) (as at Annex-A) and Terms of Reference (TOR) (as at Annex-A-1) and instructions to bidders given in this tender document.

1. Sealed bids in duplicate are hereby invited under Competitive Bidding (CB) procedure from eligible bidders from the countries maintaining bilateral trade relations with Pakistan for Services as listed in the Schedule of requirement “Annexure-A” of the attached Tender Documents. **The prices should be quoted strictly as per details mentioned in SOR & TORs “Annexure A and A-1”.**
2. **PROSPECTIVE BIDDERS SHOULD PARTICULARLY NOTE THAT:**

4.1 Bids will be accepted only if the materials / services and supplies being offered are produced and manufactured in the country(s) maintaining bilateral relations with Pakistan. Bidder (s) participating in bidding process for provision of service (s) to OGDCL should invariably be registered with Provincial Revenue Authority i.e. **Baluchistan Revenue Authority** for “Balochistan Sales Tax” (BST) at the time of submission of its bid to OGDCL (where applicable).

4.2 Each bid valid for minimum **120 days** from the date of opening of the bids must be accompanied by a Bid Bond in the form of a cash deposit receipt (CDR), a Bank Draft or a Bank Guarantee issued by scheduled Bank of Pakistan or a branch of foreign bank operating in Pakistan **(except NIB & Summit Bank)**, for an amount of **PKR. 40,000/- (Pak Rupees Forty Thousand Only)** and **valid for 180 days** from the date of opening of bids.

The Bank Guarantee will be issued by a scheduled Bank in accordance with the format as per Annexure-B of the tender Documents. Bid Bond will not be acceptable with the banks whose market price per share is quoted below the par value at the stock Exchange.

4.3 Bid Bond through telex / fax shall not be acceptable.

4.4 On acceptance of the bid by the Purchaser the successful bidder shall be required to furnish Performance Bond / Bank Guarantee for an amount equivalent to 10 % of the Contract value for the required Services in US Dollars or in currency of Bidder or equivalent in Pakistan Currency as per Annexure-C.

5. The Purchaser does not take any responsibility for collecting the bids from any Agency. Your authorized representative may attend the Tender opening if desired.

6. The Purchaser reserves the right to increase or decrease the quantities / Scope of Work and accept or reject any or all bids or cancel any or all items at any time without assigning any reasons thereof.

The Purchaser reserves the right to have the items inspected by its own representatives or through third party, wherever applicable.

7. It must be indicated in the offer that the quotation fully conforms to Technical Specifications and Terms & Conditions of the Tender Enquiry.

8 **TIME AND PLACE FOR SUBMISSION FO BIDS.**

Bids must be submitted within time & date mentioned in “Tender Notice” at the following address:-

**Field Manager,**

**Uch Gas Field (OGDCL)**

Dera Bugti, Balochistan,

C/O TCS/LCS Office Jacobabad Sindh

Phone No. 0838-510110-17; Fax No. 0838-510003

Email: uch@ogdcl.com, [uch\_pf@ogdcl.com](mailto:uch_pf@ogdcl.com)

9 **OPENING OF BIDS**

Bids will be opened at the time and date mentioned in “Tender Notice” on the place noted above.

10 Any company registered at places e.g. Vigin, Cayman, Nausa, Jersy and Bohaman Islands shall not be entertained and bids if submitted shall be rejected.

1. **BIDDING METHOD**

11.1 Bids against this tender are invited on **Single Stage Two Envelope Bidding Procedure;** therefore, the bidders shall submit one original and one copy of their Technical bid whereas the financial bid is required in original only. No copy is required for financial bid.

11.2 Tender Annexure to be added in both the bids; UN-Priced with technical Bids & Priced with Commercial Bids.

11.3 Both the bids shall be submitted simultaneously in separate sealed inner and outer envelopes. The envelope containing Technical Bid must be marked clearly “**Technical Bid**” and containing Financial Bid must be marked clearly “**Financial Bid**” along with indication on the envelopes as “**ORIGINAL**” and “**COPY**”.

12. The Technical Bid will be opened at first and evaluated. The Financial Bid of only those bidders will be opened who are declared technically Responsive.

13. The contract / service order will remain valid till completion of job / period specified in Terms of Reference (TOR) at Annexure “A-1” or Work/Service Order. Any extension in validity of contract / service order will be subject to written mutual consent of both the parties.

14. The interested bidders must confirm their willingness to submit bid proposals at least ten (10) working days before the last date for bid submission, giving complete mailing address, email etc.

15. 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.

**Field Manager**

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Phone No. 0838-510110-17; Fax No. 0838-510003

Email:uch@ogdcl.com, uch\_pf@ogdcl.com

**INSTRUCTIONS TO BIDDER**

**1. PROSPECTIVE BIDDERS SHOULD PARTICULARLY NOTE THAT:**

1.1 Each bid valid for minimum **120 days** from the date of opening of the bids must be accompanied by a Bid Bond in the form of a cash deposit Receipt (CDR), a Bank Draft or a Bank Guarantee issued by scheduled Bank of Pakistan or a branch of foreign bank operating in Pakistan for an amount mentioned in “**Tender Notice**” and valid for **180 days** from the date of opening of bids. The Bank Guarantee will be issued by a scheduled Bank in accordance with the format as per Annexure-B of the tender Documents.

1.2 Bid Bonds through fax shall not be acceptable.

1.3 On acceptance of Bid by the purchaser, the successful Bidder shall, within 15 days of the receipt of Letter of Intent (LOI) furnish an acceptable performance Bond/Bank Guarantee for an amount equivalent to 10% of the total contract value in Pak Rupees, issued by Pakistani Scheduled Bank **(except NIB and Summit Banks)** or Branch of a Foreign Bank operating in Pakistan in accordance with the Format at Annexure-C. Performance Bond will not be acceptable with the banks whose market price per share is quoted below the par value at the stock Exchange.

* 1. The Terms and Conditions form an integral part of Tender Enquiry and must be taken into consideration before submitting your quotation.
  2. The Purchaser does not take any responsibility for collecting the Bids from any Agency. Your authorized representative may attend the Tender Opening if desired. The requests for extension of closing date and time shall not be entertained and tender received after closing time or date, shall not be accepted and returned to Bidders unopened.
  3. The purchasers reserves the right to increase or decrease the quantities /scope of work to a reasonable percentage and accept or reject any or all bids or may cancel any or all items at any time without justifying any reasons therefore.

1. **THE BIDDING DOCUMENTS COMPRISE OF THE FOLLOWING:**
2. Instructions to Bidders
3. Scope of Work, (Annexure-**A**)
4. Terms of Reference (Annexure- **A-1**)
5. Format of Bid Bond (Annexure-**B**).
6. Format of Performance Bond/ Bank Guarantee (Annexure-**C**)
7. Format of Bidding Form(Annexure-**D**)
8. Format of Integrity and Ethics Declaration (Annexure-**E**)
9. Affidavit for Not Black Listing (Annexure-**F**)
10. Data Summary Sheet to be attached with technical bid (Annexure-**G)**
11. Data Summary Sheet to be attached with financial bid (Annexure-**H)**
12. Declaration (Annexure-**I**)
13. Draft Contract /Draft Service Order (Annexure-**J)**
14. **TIME AND PLACE FOR SUBMISSION OF BIDS**

Sealed Bids in duplicate as per clause-18 of Instructions to bidders given in this document must be delivered / dropped in the office detailed as per time and date given in “Tender Notice”.

1. **OPENING OF BIDS**

Bids will be opened at OGDCL, UCH Gas Field, Balochistan, as per time and date given in Tender Notice.

1. PREPARATION OF PROPOSAL

Contractors will prepare their bids in two parts i.e. Technical Proposal, Part-I (One Original + One Copy) and Financial Proposal Part-II (01 Original Only). Both parts should be sealed in separate envelopes.

Technical Proposal should demonstrate firm’s capability to provide the required Services and its understanding of the requisite tasks set forth in the Tender Document. Availability of the following information / documents in the technical proposal must be ensured for proper evaluation of the bid.

(i). Requested information/ sheets, in full with reference to the instructions given in Terms of Reference/ Scope of Work at Annexures-“A” and “A-1”.

(ii). Background, organization and experience of bidding firm and of any firm that would be associating with for the purpose of providing the services for this project/contract. A list of past and present major work(s) of similar nature / type i.e. carried out, or being carried out, by bidding and associate firm, if any with evidence in shape of work completion certificate or duly signed contract.

(iii). General approach or methodology proposed for carrying out job including all detailed information, as may be deemed relevant.

(iv). Unpriced draft agreement.

(v). Unpriced copy of financial bid.

(vi). Certificate of incorporation/ valid trade license.

If the bid is submitted by a joint venture (JV) of two or more companies, then the portion(s) of the project work to be carried out by each joint venture partner shall be very clearly identified.

Name, qualification, employment record and detailed professional experience of each expert, to be assigned for providing the proposed services, with particular reference regarding similar assignments undertaken by the bidder should also be provided in the bid. In proposing the personnel for this work, it will be encouraged to associate with domestic contractor(s) who are qualified to provide part of the services required.

Association agreement shall have to be produced by the joint venture partners accepting responsibility for the successful completion of the project separately and jointly.

Financial Proposal: Financial Proposal should contain:

* + - 1. This tender document; duly signed and stamped by the bidder.
      2. Duly filled in “Format for Rates” in accordance with instructions given in Terms of Reference /Scope of work (TOR) at (Annexure-“A” & “A-1”).

All pages of the bid proposal shall be signed and stamped by duly authorized representatives of the bidder. Proof of authorization shall be furnished in the form of valid written power of attorney, which shall accompany the bid. The person signing the bid shall initial all pages of the bid where entries are made.

**BID PRICE:**

* 1. Bid price shall be inclusive of all taxes, duties, levies, and charges (specifically inclusive of provincial Sales Tax on services).
  2. The prices should be quoted in the bid proposal in Pak Rupees.
  3. The prices charged by the successful bidder (contractor) for required services shall not vary from the prices quoted by the service company.

**6. COST OF BIDDING.**

The bidder shall bear all costs associated with the preparation and submission of this bid and OGDCL will in no case be responsible or liable for those costs, regardless of the outcome of the bidding process.

**7.** **ADDITIONAL SERVICES**

Contract price will be subject to adjustment as a result of addition/reduction in scope of work. However, unit price quoted for such work shall be used as base price for computation of final invoice. Contractor should take approval for such changes in writing from OGDCL. Rates and quantum of any additional job, not covered in the scope of work shall be subject to approval of OGDCL.

**8**. **UNSKILLED LABOUR**

Unskilled labor for handling tools and equipments will be on account of bidder.

**9**. **LANGUAGE OF BIDDING**

The bid must be prepared and submitted in the English language. Supporting documents and printed literature furnished by the bidder with the bid may be in another language as long as they are accompanied by an English translation of the pertinent passages. For the purpose of interpretation of the Bid, the English language shall prevail.

**10.** **BID VALIDITY.**

10.1 The Bid shall remain valid and open for acceptance for a period of **120 days** from the specified date of tender opening.

10.2 In exceptional circumstances prior to expiry of the original bid validity period, the bidder may be requested in writing for an extension of the period of validity. A bidder agreeing to such request will not be permitted to modify his bid.

**11. ALTERNATIVE BIDS.**

11.1 In the event that the bidders submit an Alternative bid(s) whether in whole or against any of the items, a group of sub group, in addition to its Main Bid, the bids must be marked as **“Main Bid”** and **“Alternative Bid”.** Alternative Bids which don’t conform to the specifications may be submitted. However, only the Alternative bid of the Bidder whose Main Bid is the lowest evaluated bid will be considered.

11.2 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 bid. An Alternative bid must be submitted in a sealed envelope clearly marked “Alternative Bid”, separate from the Main bid.

1. BID BOND
   1. The bidder shall furnish with the Technical bid proposal, as part of his bid, a bid bond for an amount of Pak Rupees (mentioned in Annexure-A / A-1 or Tender Notice).
   2. The Bid Bond in the form of a cash deposit receipt (CDR), a Bank Draft or a Bank Guarantee issued by scheduled Bank of Pakistan or a branch of foreign bank operating in Pakistan (except NIB & Summit Bank) for an amount mentioned in Annexure “B” and valid for 180 days from the date of opening of bids. The Bank Guarantee will be issued by a Pakistani scheduled Bank in accordance with the format as per Annexure-B of the tender Documents.
   3. 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 after issuance of Letter of intent (LOI).
   4. The bid bond of the successful bidder shall be released after receipt of Performance Bank Guarantee and its authentication from the issuing Bank.
   5. The bid bond may be forfeited if a bidder withdraws his bid during the period of bid validity or if the Bidder, having been notified of the acceptance of his bid by the Company during the period of bid validity:
      1. Withdraw their bid during bid validity.
      2. Fails, refuses or delays to execute the Contract in accordance with the instruction to Bidders, or
      3. Fails, refuses or delays to furnish Performance Bond in accordance with the instruction to Bidders.
      4. Submit forged/fake document(s) in support of their bid.

Note:

“As regards to the requirement of Bid Bond, PPRA rule does not distinguish between a private or a public entity, therefore, all bidders are required to submit bid bond irrespective of their status as private or public sector bidder”.

1. **CLARIFICATION / AMENDMENT OF BIDDING DOCUMENTS.**
   1. At any time prior to the deadline for submission of Bids, OGDCL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by amendment.
   2. The amendment shall be part of the Bidding Documents, and will be notified in writing through fax or letter to all prospective bidders who have received the Bidding Documents, and will be binding on them.
   3. The bidders are expected to carefully examine all instructions, forms and specifications in the Bidding Documents. Any bidder in doubt as to the exact meaning or interpretation of any part of the Bidding Documents should immediately seek clarification in writing from;

**Field Manager Uch Gas Field**

Oil & Gas Development Company Limited

Dera Bugti, Balochistan,

C/O TCS/LCS Office Jacobabad Sindh

Phone No. 0838-510110-17;

Fax No. 0838-510003

Email:uch@ogdcl.com, [uch\_pf@ogdcl.com](mailto:uch_pf@ogdcl.com)

For requests of all clarifications in regard to the information contained in Tender Documents made over the telephone shall not be entertained. All inquiries about the tender made to OGDCL and OGDCL’s response will be made known to other bidders without disclosing identity of the bidder who made the enquiry.

**15. CONTRADICTIONS, OBSCURITIES AND OMISSIONS**

The Bidder should likewise notify the above of any contradictions, obscurities and omissions in the Bidding Documents if clarification of these is necessary for the clear understanding of the documents and for preparation of the bid. Such enquiries, clarifications, queries with reference to clause -14 above must reach the above named not later than two weeks before the bid submission date otherwise the same will not be responded by OGDCL.

**16. DEADLINE FOR SUBMISSION OF BIDS.**

* 1. The original bid, together with the required copies must be delivered to OGDCL at the address specified in clause-18, not later than the time and date specified in Tender Notice.
  2. OGDCL may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause-13, in which case all rights and obligations of OGDCL and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
  3. Bids will be opened in presence of the bidder’s representative who chooses to attend the bid opening at the time and date mentioned in the Tender Notice or on the extended date with reference to clause - 16.2.
  4. The envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “LATE”.
  5. If the envelopes are not marked as instructed below, OGDCL will assume no responsibility for the misplacement or premature opening of the bid.
  6. In case due date bids opening falls on holidays, the bid will be opened on next working day.

**17.** **MODIFICATIONS AND WITHDRAWAL OF BIDS.**

* 1. Bidder may modify or withdraw his bid after submission, provided that written notice of the modification or withdrawal is received by OGDCL prior to the prescribed deadline for submission of bids.
  2. The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched as for the bid.
  3. No bid shall be modified subsequent to the deadline for submission of bids and before the expiry of the period of bid validity.
  4. No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity.

18. SEALING, MARKING AND TRANSMISSION OF THE BID

18.1 Your detailed “Technical Proposal (One Original + One Copy)” and “Financial Proposal (One Original Only)” should be submitted in separate envelopes. The envelopes containing Technical and Financial Proposals shall be properly sealed, stamped and marked as follows:

(a) Bid against TENDER ENQUIRY NO. (As per Tender Notice).

Do not open before Date and Time (As per Tender Notice)

Bid opening date and Time (As per Tender Notice).

## **TECHNICAL PROPOSAL**

**“COLD REPAIRING SERVICES FOR EXTERNAL METAL LOSS/ANOMALIES**

**ON 26 INCH (DIA) SALE GAS PIPE LINE”**

**Field Manager,**

**Uch Gas Field (OGDCL)**

Dera Bugti, Balochistan,

C/O TCS/LCS Office Jacobabad Sindh

Phone No. 0838-510110-17; Fax No. 0838-510003

Email:uch@ogdcl.com

**(b) Bid against *TENDER ENQUIRY NO.*** *(As per Tender Notice).*

Do not open before Date and Time (As per Tender Notice)

Bid opening date and Time (As per Tender Notice).

## **FINANCIAL PROPOSAL**

**“COLD REPAIRING SERVICES FOR EXTERNAL METAL LOSS/ANOMALIES**

**ON 26 INCH (DIA) SALE GAS PIPE LINE”**

Mailing Address:

**Field Manager,**

**Uch Gas Field (OGDCL)**

Dera Bugti, Balochistan,

C/O TCS/LCS Office Jacobabad Sindh

Phone No. 0838-510110-17; Fax No. 0838-510003

Email:uch@ogdcl.com

18.2 If the envelope is not marked as instructed above, OGDCL will assume no responsibility for the misplacement or premature opening of the bid.

* 1. In addition bidder should inform OGDCL by fax about dispatch of proposal.

**19. LATE BIDS**

Any Bid received after deadline for submission of Bids prescribed by OGDCL pursuant to Clause- 16 above will be rejected and returned unopened to the bidder.

20. BID OPENING

The Bid shall be opened publicly in the Procurement Department/Designated Bid Opening Location of OGDCL by the Tender Opening Committee in the presence of Bidder’s representatives who choose to attend the bid opening at the time and date specified in Annexure-“A” or on the extended date with reference to clause- 16.2 above.

**21. EVALUATION OF PROPOSALS.**

Technical proposal of the bid shall be reviewed first to determine / check its technical responsiveness and conformity with the requirement of bid. The technical evaluation shall be carried out on the basis of information /data spelled out at Annexure “A”/ITB provided with this document. Technically responsive and financially lowest evaluated bidder in line with the bid evaluation criteria given in the scope of work /TOR will be considered for award of job.

**22. CRITERIA FOR SUMMARY REJECTION.**

Bidder should ensure to submit their bids meeting following summary criteria failing which their bids are likely to be considered non responsive for detailed evaluation.

* 1. The Bid must be prepared in the English Language.
  2. The Bid must be unconditionally valid for **120 days** from the date of Bid Opening.
  3. The Technical bid must be accompanied with the duly signed and stamped “**Bidding Form” given at Annexure “D”** of the tender documents without any exception/ deviation.
  4. Bids should not be submitted in the form of Telex or Telegram.
  5. Bid must reach before as mentioned in the Tender Notice or as per clause-16.
  6. Technical Bid must be accompanied by a **bid bond** as specified in Clause – 12.
  7. Direct fax bid shall not be acceptable.
  8. The bid proposal should essentially include C.Vs of the professionals expected to be deployed for the job. (if required)
  9. The technical bid showing prices under single stage two envelop bidding procedure shall be rejected.
  10. The Purchaser will evaluate and compare only the substantially responsive bids.
  11. Bids determined to be substantially responsive will next be checked for any material error in computation.
  12. Technical bid must be accompanied by Affidavit (Annexure-F) for not being Black Listing of the firm or its director (s).

Note: The procedure of Black Listing is available at OGDCL website at following link: http://ogdcl.com/uploads/tender/BlackListingProcedure.pdf

**23.** **CLARIFICATION OF BIDS.**

To assist in the examination, evaluation and comparison of Bids OGDCL may at its discretion, ask the Bidder for clarification of his Bid. All responses to request for clarification shall be in writing, and no change in the price or substance of the Bid shall be sought, offered or permitted.

**24.** **ELIGIBILITY AND QUALIFICATION REQUIREMENTS**

* 1. To be eligible for award of contract, bidders shall have to provide satisfactory evidence to OGDCL of their eligibility, capability and adequacy to carry out the contract effectively up to the end. All bids submitted shall include updates of the information on technical capability and firm’s history that includes experience, list of similar projects carried out as per requirement of the Scope of work / TOR.
  2. Proof of requirements mentioned in Para 24.1 must be submitted by the bidder along with the bid.
  3. Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements:
     1. The bids, and in case of a successful bid, a Form of Agreement shall be signed so as to be legal binding on all partners.
     2. One of the partners shall be nominated, as being in charge and it’s authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
     3. The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract including payment shall be done exclusively with the partner in charge.
     4. All partners of the joint venture shall be jointly and severally responsible for the execution and completion of the contract in accordance with the contract terms and conditions. A relevant statement to this shall be included in the authorization mentioned under clause-24.3.2 as well as in form of bid and the form of Agreement (in case of successful bid). A copy of the agreement entered into the joint venture partners shall be submitted with the bid.

**25.** **COMPANY’S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.**

OGDCL reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the effected bidder or bidders or any obligation to justify the affected bidder or bidders of the grounds for OGDCL’s action.

**26.** **GENERAL TERMS AND CONDITIONS.**

* 1. After opening the bids, OGDCL will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
  2. OGDCL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required experience certificates/ evidence, sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
  3. 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.
  4. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without deviation. A deviation is one which being inconsistent with the Bidding 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.
  5. 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.
  6. 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.
  7. To assist in determining a bid’s responsiveness the Bidder may be asked for clarification of his bid. The Bidder is not permitted, however, to change bid price or substance of his bid.
  8. The evaluation of the bids will take into account, in addition to the bid price, the following factors:

1. Reliability and efficiency of the offered Service.
2. Financial standing of the supplier.
   1. The award of the Contract/Service Order shall be made to the Bidder whose bid has been determined to be the lowest evaluated bid as per bid evaluation criteria and weightage given to technical and financial proposal, after considering all factors and who meets the requisites of Schedule of Requirement (Scope of Work/Bid Format).
   2. The purchaser shall notify by fax/letter, the successful bidder of its intent to enter into a contract. The contract shall be executed only after all necessary management/Governmental approvals have been obtained.
   3. The bidders may lodge a written compliant for redressal of their grievances and disputes to Committee for Redressal of Grievances & Settlement Dispute within fifteen (15) days of the placement of the Technical Evaluation Report on the web.

**27.** **PERFORMANCE BOND / BANK GUARANTEE**

* 1. Within fifteen (15) days of receipt of the notification of contract award, the successful bidder shall furnish to OGDCL, the Bank Guarantee / Performance Bond for an amount equivalent to **10%** of contract value as per specimen at “Annexure-“**C**”.
  2. The bank guarantee / performance bond shall remain valid and in full force and effect during validity of the contract.
  3. The validity of Bank Guarantee / Performance Bond shall be extended by the contractor if the completion of contract is delayed, whether in whole or in part.
  4. The cost incurred for establishing the Bank Guarantee / Performance Bond or any extension thereof shall be to the account of the contractor.
  5. The Bank Guarantee / Performance Bond will be discharged after completion of the contract.
  6. The Bank Guarantee must be as per format attached at Annexure-”**C**” and must be either from a Pakistan scheduled bank or from a branch of foreign bank operating in Pakistan acceptable to OGDCL.
  7. The proceeds of the Performance Bond shall be payable to the company (OGDCL) as compensation for any loss resulting from the contractor’s failure to complete its performance obligations under the contract.

**28.** **EMPLOYMENT OF PAKISTANI NATIONALS**:

28.1 The Contractor will be required to employ Pakistani Qualified & experienced nationals in its operation if available. In order to employ the expatriate professionals if needed, the contractor will ensure that all out efforts have been exhausted to employ Pakistani qualified nationals. Unskilled workers if needed for the operation will be hired from the area where the operation is being performed.

28.2. In case of non-availability of qualified / experienced Pakistani nationals for the contractual services, the contractor will reasonably make efforts to train Pakistani nationals in such a manner to replace gradually the expatriate professionals.

**29. SIGNING OF CONTRACT**

Within 15 days after notification to the successful bidder regarding acceptance of his bid, the contract incorporating all agreements between the parties will be signed.

**30.** **SOURCE OF FUNDS.**

The Project will be financed out of funds of the Company (OGDCL).