TENDER DOCUMENTS

TENDER ENQUIRY NO: TE/01/MR-PF/2024

"Procurement of Pipe, Fittings & Valves for Tie-In & Well Head Assy, for Well Chak# 214-1."

FIELD MANAGER MARU RETI GAS FIELD
(LOCAL PROCUREMENT)

OIL & GAS DEVELOPMENT COMPANY LIMITED

ISSUING DATE: **12-02-2024**

BID OPENING DATE: **17-03-2024**

OGDCL SALES TAX REGISTRATION

NO. 07-02-2802-001-55

INVITATION FOR BIDS

BIDDING DOCUMENT

TENDER NO. TE/01/MR-PF/2024

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ANNEXURE:

A	**SCHEDULE OF REQUIREMENT**
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B	**BIDDING FORM & BID SUMMARY SHEET (TECHNICAL BID)**
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D	**DECLARATION OF FEES, COMMISSION & BROKERAGE ETC(CERTIFICATE)**
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OIL & GAS DEVELOPMENT COMPANY LIMITED
MARU RETI GAS FIELD/PLANT, GHOTKI SINDH

NO**: - TE/01/MR-PF/2024** **Dated: 12-02-2024**

SUBJECT**: Procurement of Pipe, Fittings & Valves for Tie-In & Well Head Assy, for Well Chak# 214-1.**

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.

1.4 Bidders are required to submit their Bid, which will bear words "CONFIDENTIAL" and Tender # **TE/01/MR-PF/2024 "Procurement of Pipe, Fittings & Valves for Tie-In & Well Head Assy, for Well Chak# 214-1."**

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 material / services inspected by its own representative, or by 3rd party at its own cost (if required).

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

1.9 The Purchaser reserves the right to accept or reject any Bid and to annul the bidding process and reject all the Bids at any time prior to award of Purchase Order without assigning any reason and without thereby incurring any liability to the affected bidder(s) or any obligation there under.

1.10 Unsolicited advice/clarifications and personal approaches by the Bidder at any stage of evaluation are strictly prohibited and shall lead to disqualification.

1.11 In the event that the Bidder submits an alternative Bid(s) whether in whole or against any of the items, a group or sub-group in addition to its Main Bid, the Bids must be marked as "Main Bid" and "Alternative Bid". Alternative bid(s) which do not conform to the specifications, but meet the performance prescribed in, or the objectives of, the specifications may be submitted. However, only the Alternative Bid of the Bidder whose Main Bid is the lowest evaluated bid will be considered.

1.12 A Bidder, who wishes to have its Alternative Bid(s) considered on an equal basis with all other (Main) Bids, must submit a Bid Bond for each Alternative Bids, an Alternative Bid must be submitted in a sealed envelope clearly marked "Alternative Bid", separate from the Main Bid.

1.13 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to Bidding Documents in every respect will result in the rejection of the Bid.

1.14 All prospective bidders are advised to read carefully all terms & conditions enunciated in the Tender Documents prior to filling / submission of their quotation.

2. **BID PRICES:**

2.1. Firm Bid Prices must be quoted as per format of schedule of requirement (SOR).

2.2. Bidding form Annexure-B & B-1 must also be duly filled-in, stamped and signed by authorized representative of Bidder.

2.3. Prices must be quoted in Pakistani currency inclusive of all taxes and duties, indicating unit price and total Bid prices. SST / GST must be quoted separately along with copy of SST / GST Certificate. Bids offering prices in foreign currency will be rejected. Conditional bid / bid having any prices adjustment formula will also are 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 **MARU RETI GAS FIELD.**

2.5. Quoted price shall be **valid for 90 days** from the opening date of the Financial Bid.

2.6. Technical brochure/literature confirming Size, Brand & Country of Origin of quoted items/material must be attached with the Technical Bid (where deemed necessary).

2.7. Any quotation not confirming to Clause 2.1 to 2.6 shall be rejected without any right of appeal.

3. **SEALING AND MARKING OF BIDS:**

3.1. The Bidder shall furnish Technical & Financial bids in two separate sealed envelopes.

3.2. Technical Bids will be opened first.

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 PF Section
Maru Reti Gas Field,
Oil & Gas Development Company Limited
c/o TCS Office Sadiqabad Punjab.
Phone No. Direct: **+92-301-6006593/0334-0006593**.
E-mail: marureti@ogdcl.com

pf_marureti@ogdcl.com

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

Tender Enquiry No. TE/01/PF/2024 " Procurement of Pipe, Fittings & Valves for Tie-In & Well Head Assy, for Well Chak# 214-1."

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

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

4. DEADLINE FOR SUBMISSION OF BIDS:

4.1. All Bids must be delivered/ dropped in the Office of I/C Production Maru Reti Gas Field on or before the prescribed deadline of **1330 hrs on mentioned date.**

5. LATE BIDS:

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

6. BID OPENING:

6.1. 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.

6.2. 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.

6.3 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.

6.4 Arithmetical errors found will be corrected as follows:

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

6.4.2. 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.

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

7. DETERMINATION OF RESPONSIVENESS:

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

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

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

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

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

8. 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. PERFORMANCE BOND:

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 SST, 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. PAYMENT:

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. DELIVERY SCHEDULE:

12.1 **Procurement of Pipe, Fittings & Valves for Tie-In & Well Head Assy, for Well Chak# 214-1."**

Contractor to provide services immediately or at a date mentioned by the client in their service order.

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 / jobs as remains unsupplied / uncomplete for every day up to maximum of 15% for 10 days exceeding the delivery period.

13.1.2. If the material / services are 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. FORCE MAJEURE:

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

14.2. The supplier shall notify the purchaser promptly of the occurrence of Force Majeure and submit his case in writing within 07 days of such occurrence.

14.3. If any of the party is prevented to fulfill its assumed obligations by Force Majeure of constant duration of at least one month, the party shall meet for negotiation. If no satisfactory agreement is reached within a period of two months from the commencement of the Force Majeure conditions, either party shall have the right to cancel the purchase order with immediate effect.

15. INSPECTION AND TEST:

15.1. The OGDCL's representative(s) shall have the right to inspect and/or test the goods to confirm their conformity with respect to specifications mentioned in the Purchase Order. The representative of Field Manager Maru Reti 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 Maru Reti 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 3rd 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 PF Section	Maru Reti Gas Field	+92-301-6006593		marureti@ogdcl.com pf_marureti@ogdcl.com

Yours faithfully,
For (Oil and Gas Development Company Limited)

I/C PF Section
Maru Reti Gas Field,
Oil & Gas Development Company Limited
c/o TCS Office Sadiqabad Punjab.
Phone No. Direct: **+92-301-6006593**.
E-mail: marureti@ogdcl.com
Pf_marureti@ogdcl.com