



TENDER DOCUMENTS

TENDER ENQUIRY NO

TE/NASHPA/PF/01/2020

DATED:15/06/2020

"Gas Generator on Monthly Rental Basis"

**FIELD MANAGER, TOGH GAS FIELD
(LOCAL PROCUREMENT)**

OIL & GAS DEVELOPMENT COMPANY LIMITED

ISSUING DATE:15/06/2020

BID SUBMISSION DATE: 07-Jul-2020

OGDCL SALES TAX REGISTRATION

NO. 07-02-2802-001-55

INVITATION FOR BIDS

BIDDING DOCUMENT

TENDER NO
TE/NASHPA/PF/01/2020
DATED: 15/06/2020

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OIL & GAS DEVELOPMENT COMPANY LIMITED
TOGH GAS FIELD

NO: TE/NASHPA/PF/01/2020

Dated:15-06-2020

SUBJECT:"Supply of Gas Generator on Monthly Rental Basis"

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/UploadFolder/tender/MasterSetofPresTenderDocumentsLocal.pdf>

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

The Technical Bid will be opened first on the date mentioned in SOR / Tender Notice. The Financial Bids of the technically qualified bidders will be opened publically. Technical evaluation report will be published on OGDCL's website before Financial Bid opening.

1. INSTRUCTIONS TO BIDDERS:

- 1.1. Only the Bids of bona fide 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 No. TE/NASHPA/PF/01/2020, Dated15/06/2020
- 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 3rdparty 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 mentioned in Terms of Reference (TOR).
- 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. PST must be quoted separately along with copy of PST 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.
- 2.5. Quoted price shall be valid for 90 days from the opening date of the Financial Bid.
- 2.6. Any quotation not confirming to Clause 2.1 to 2.5 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: -

**FIELD MANAGER,
NASHPA Oil Field, C/O TCS Office, KOHAT**

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

Tender Enquiry No.TE/NASHPA/PF/01/2020, DATED 15/06/2020

"Supply of Gas Generator on Monthly Rental Basis"

DON'T OPEN BEFORE 1100 HRS ON _____

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

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

4. DEADLINE FOR SUBMISSION OF BIDS:

- 4.1. All Bids must be delivered/ dropped in the Office of **Field Manager, NASHPA Oil Field** on or before the prescribed deadline of **10:00 hrs on due date**. **The bids submitted to address as mentioned at para 3.5 above should be posted well in time so that it is delivered to Field Manager Nashpa Oil Field before the prescribed deadline of 10:00 hrs on due date.**

5. LATE BIDS:

- 5.1. Any bid received by **Field Manager NASHPA Oil Field** 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 choose to attend on prescribed date, time & location.
- 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.
- 6.5. 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 any deviation. A 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 LOI and SIGNING OF CONTRACT:

- 8.1. The Purchaser will issue the LOI to the successful bidder whose bid is determined to be technically responsive and financially lowest evaluated and after acceptance of LOI, contract will be made and signed by both parties.

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 GST, from any schedule bank in Pakistan as per format attached at Annexure-F within 15 days of the receipt of LOI.
- 9.2. In case the successful bidder fails to furnish performance bond as per clause 9.1, 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. Payment will be made from OGDCL Head Office against invoices submitted to field.

11. DELIVERY SCHEDULE:

"Supply of Gas Generator on Monthly Rental Basis"

- 11.1. Against this tender supply is to be completed **WITHIN 15 Days** from the date of receipt of mobilization order.
- 11.2. If the supplier/ contactor fails to supply/ complete the order for any reason, within stipulated time, his Performance Bond with the purchaser shall be forfeited.

12. INSPECTION AND TEST:

- 12.1. The OGDCL's representative(s) shall have the right to inspect and/or test the generator to confirm their conformity with respect to specifications mentioned in the TOR. The representative of **Field Manager NASHPA Oil Field** will witness the inspection (where so required).

13. WARRANTY:

- 13.1. The supplier/ contactor shall warrant that all supplied generator shall fulfill the Power requirements as mentioned in TOR.

14. QUALIFICATION OF SELECTED BIDDERS:

- 14.1. 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.
- 14.2. 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.
- 14.3. 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.

15. LITIGATION CLAUSE:

15.1. without prejudice to other right of the Company, renderers, their subcontractors and other suppliers shall be disqualified from participating in the bidding process if:

15.2. 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.

15.2.1. Its involvement in litigation is chronic.

15.2.2. Its past conduct or execution of works under contract has been poor.

16. 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	
Field Manager	NASHPA Oil Field	0922-526271	0922-526299	nashpa@ogdcl.com

Yours faithfully,

for (Oil and Gas Development Company Limited)

**Field Manager
Nashpa Oil Field**

TERMS OF REFERENCE
(TE/NASHPA/PF/01/2020)

1. General Introduction.

OGDCL intends to hire the services of an experienced and well reputed contractor for provision and operation of Continuous running Gas Generator of 3 phase, 1500 RPM, 50 Hz rating on rental basis to cater the field power requirement of 500 ±25 KVA of OGDCL Togh Gas Field Teh. & Distt. KOHAT. The contractor will be responsible for provision of smooth, continuous and un-interrupted power supply round the clock to the OGDCL Location. OGDCL will provide only space for placing Generator, Fuel GAS for operation of Generator and all other requirements like Gas Pressure Regulator, Lube Oil, filters, batteries & battery electrolyte, radiator/cooling tower, coolant and/or any other requirement to be fulfilled by the contractor itself.

2. Requirement.

Sr. #	Field	Fuel source	Number of Generators Required	Field Power Requirement
1	TOGH GAS FIELD, TEHSIL & DISTRICT KOHAT KPK.	Gas	01 (Continuous Running) + 01 equal capacity Gas Generator (Standby)	500 KVA±25

3. Contract Period

The rental contract will be for a maximum period of Three (03) months from the date of successful commissioning date of the Generators at site after signing of contract that can be extended further with mutual consent on same rates and this TOR.

4. Contractors Responsibility & Scope of Supply

- 4.1. The contractor has to supply reliable gas generator at OGDCL Togh Gas Field.
- 4.2. Contractor is fully responsible to provide continuous rated power supply 24x7 days of week during the entire contract period.
- 4.3. The contractor will be responsible to provide gas generator sets with Operation and maintenance services with
 - 4.3.1. Operational Staff (24 Hours)
 - 4.3.2. Insurance of generator.
 - 4.3.3. Servicing of the supplied generators, routine & breakdown maintenance and troubleshooting.
 - 4.3.4. Top end and major overhauling with spares as per maintenance schedule of supplied generator sets.
 - 4.3.5. Lube Oil, filters, batteries & battery electrolyte and radiator/cooling tower, coolant or any other requirement except fuel gas and water for radiator.
- 4.4. The contractor should supply the skid mounted Gas Engine Driven Generator units.

- 4.5. The successful contractor shall maintain its generators before shifting to OGDCL site. The documentary proof of last major/top overhauling and maintenance to be provided.
- 4.6. OGDCL reserves the right to visit the contractor site for inspection of generators prior to shifting of generators to site.
- 4.7. The OEM name plate of the Engine and Alternator should be mounted on the each equipment. This must be clearly visible & readable. Generator sets without name plates shall not be accepted.
- 4.8. The generator package should be equipped with all the standard accessories/safeties.
- 4.9. The generator package should be with panel board with visible display of all parameters, fault warnings and controls. All the safeties should be operative.
- 4.10. The contractor will be responsible to earthen his generators.
- 4.11. The contractor is responsible to provide all necessary tools/accessories to their manpower for routine checkups.
- 4.12. The contractor is responsible to arrange alternative crew member in case of absence of any crew member due to sickness, leave, domestic or any other reason. OGDCL will not be responsible for any damage caused to generators due to any reason under any circumstances.
- 4.13. All expenses of contractor's crew including travelling, meals, medical facility etc. will be on the part of contractor.
- 4.14. Contractor is responsible to provide all required PPE'S to his operational staff.
- 4.15. Contractor is responsible to provide all operational requirements like Gas Pressure Regulator, Lube Oil, filters, batteries & battery electrolyte, radiator/cooling tower coolant and/or any other requirement for smooth operation of the generator.
- 4.16. Contractor to arrange and provide replacement generator of equal capacity if the installed generator is required to be shifted for any type of scheduled maintenance.

5. OGDCL Responsibility

- 5.1. OGDCL will provide only space (hard standing) for placing Generator and Fuel GAS for operation of Generator.
- 5.2. OGDCL will provide accommodation only for two persons at a time to the contractor's crew at site.

6. Delivery Time.

- 6.1. After signing of contract, FM Togh Gas Field will issue the mobilization order. The delivery period for supply of generator to OGDCL site is 15 calendar days (at maximum) from the issuance of mobilization order.
- 6.2. If the contractor fails to deliver any or all of the goods/services within the time periods(s) specified in the Contract, LD as per draft contract section-12 shall be imposed.
- 6.3. Even after imposition of LDs, if the supplier fails to materialize the delivery (material and or services); the Purchaser reserves the right to cancel Purchase Order/Contract/LC and forfeit the Guarantee (if applicable) with intimation to the supplier for such cancellation/forfeiture.

7. Installation & Commissioning.

- 7.1. The installation & commissioning activities time line is 5 calendar days after the generators reach at site.
- 7.2. The contractor is responsible for mobilization, installation and commissioning of generators at site. OGDCL will provide only loading/ unloading facility at site.

- 7.3. All necessary checks, arrangements and commissioning of the generators are the responsibility of the contractor.
- 7.4. All other requirements for commissioning will be fulfilled by the contractor.
- 7.5. For Gas Generators, fuel gas supply lines would be provided up to hard standing by OGDCL. The contractor has to make arrangements for making connections with the fuel supply line. Installation of Gas Regulator (if required) will also be on part of the contractor.
- 7.6. The successful contractor will have to verify its offered load of generators at site during commissioning with load bank. All arrangements/requirements for load bank are in contractor's scope with no cost to OGDCL.

8. Breakdowns

- 8.1. No down time is allowed and contractor is liable to provide smooth, continuous and un-interrupted power supply.
- 8.2. In case of failure or stoppage of generator due to any reason, and power shutdown prolongs, following penalties will be imposed.
 - 8.2.1. In an event, the power shut down prolongs more than 10 hours per month, contractor is liable to pay penalty proportional to monthly rental basis which will be deducted from monthly rent.

9. Contractor's Crew

The contractor shall have to provide tentative details of its crew who shall be appointed for this rental O&M job throughout the contract period with prior 15 days' notice to Field Manager Togh Gas Field along with their Police Verification, security clearance report and attested CNIC copy. The crew members must have all the knowledge of generators operation & maintenance and should have hands on experience. OGDCL would have the right to interview, accept or reject any crew member appointed for this project at any stage. The contractor has to change any or all of its crew members/operators whose performance is found unsatisfactory or involved in any illegal activities.

10. Progress Reports.

The contractor shall prepare and submit to the company a monthly report detailing all actions that have occurred in the preceding month with details of total operation hours, total downtime, and maintenance jobs and planned maintenance for the next month. The report would be submitted by 1st of each month with signatures of contractor's rep.

11. End of Contract

OGDCL reserves the right to call off the contract as per draft contract section # 18 "Termination".

- 11.1. After termination of contract, contractor is responsible to uninstall generators and demobilize them at his own cost from the OGDCL site within 10 calendar days after which the contractor will be liable to pay demurrages charges @ 2 % of the monthly rent rates on each day delay which will be deducted from final invoice/performance guarantee.

12. Company/Bidder Qualifying Criteria.

- 12.1. The contractors who intend to participate must provide documentary proof for at least 10 years of generators installation & operation experience. Further the contractor should submit a list of projects of similar nature carried out by him with brief scope of work along the technical portion of the bid for similar generators.
- 12.2. The company is to provide the following mandatory data for evaluation/qualification:
 - 12.2.1. Certified copy of NTN/GST.
 - 12.2.2. Company profile.
 - 12.2.3. Comprehensive list of rental generators available for gas based operations
 - 12.2.4. List of all the workshops and service agencies across Pakistan.
 - 12.2.5. HSEQ policy of the company.
 - 12.2.6. The contractor is to confirm that operator would be provided with adequate PPE's including overalls, ear muffs, safety shoes, safety helmets, safety goggles, safety gloves.
 - 12.2.7. Last 10 years of operations record for reference.
 - 12.2.8. List of previous contract for Operation & Maintenance of generators with OGDCL and/or other Major companies operating in Pakistan during last 10 years. Bidder to provide contract copies in this regard.
 - 12.2.9. Performance Certificates (at least 3) from respective companies for current & previous rental contracts.
 - 12.2.10. Company financial standing & financial reports.
 - 12.2.11. In case of joint venture, copy of contract should be provided in technical bid.
- 12.3. The generator package must have the monitoring devices for generation voltage, output current, frequency, battery voltage, fuel level, lube oil pressure, engine temperature and running hours. Safety devices like overload and short circuit protection for generator, over speed, low oil pressure, and high temperature must be operative with indication lights. Each unit is to be provided with emergency shutdown/stop switch which must be operative. Bidder has to confirm availability of these in his bid proposal.

13. Bidder evaluation Criteria.

Prospective bidders shall be evaluated on the following qualitative Evaluation criteria and the qualifications marks are 75.

Sr. #	OGDCL Requirement	Total Nos.	Marks Obtained
i	Provision of Gensets on rental experience of last 10 years. a-More than 05 Gen sets b-4-5 Gen sets c- 3 Gen sets d- 1-.02 Gen sets e- 1 Gen sets f- No genset	35 30 20 10 5 0	
ii	Condition of Gen sets a- Max 05 yrs. Old b-More than 5 years up to Max 08 yrs. Old c- More than 8up to 12 years old d-More than 12 years old	25 15 05 0	
iii	Copies of contract with OGDCL/other companies a- More than 05 copies b- 4-5 copies c- 3 copies d- 1-2 copies e- No Copy	20 15 10 05 0	
iv	NTN/Sales Tax registration along with certificate (both)	5	
v	Last 03 years financial audit report/bank statement	10	
vi	100% compliance of OGDCL TOR as per Annexure "A" without any deviation.	5	
	Marks obtained:	100	

Note:

Minimum Qualifying marks will be to obtain 70 marks. Bid shall be considered Non-Responsive if the bidder acquires zero marks in any one of the above points of bidder evaluation criteria (Point # I to VI).

14. Financial Bid Format

Sr . #	Field	Number of Generators Required	OGDCL Power Requirement	Offered Generator Power/ Capacity	Fuel	Monthly Rental in PKR	Total Rent of 3 Months in PKR
1	TOGH GAS FIELD	01	500±25 KVA		Gas		

Evaluation Criteria:

1. Financial Evaluation will be done on lump sum basis.
2. Bid price shall be inclusive of all taxes, duties, levies, charges etc. **except Provincial Sales Tax / Islamabad capital territory Sales Tax in Pakistan.**
3. Any other/fixed cost (Mob/De-mob, installation, commissioning etc) will not be entertained separately. OGDCL will pay only monthly rental. Bidder to quote accordingly.
4. Prices should be firm without any adjusting formula.
5. Priced sheet to be submitted with financial bid. However un-priced sheet to be submitted with Technical Bid for evaluation purpose.
6. **Bid bond amount PKR 40,000** is to be attached/ provided with technical bid.

15. FUEL GAS COMPOSITION IS AS UNDER,

TOGH GAS FIELD

Components		Mole %
METHANE	C ₁	92.9890
ETHANE	C ₂	2.6804
PROPANE	C ₃	1.3855
ISO-BUTANE	i-C ₄	.2777
N-BUTANE	n-C ₃	.2651
ISO-PENTANE	i-C ₅	.1252
N-PENTANE	n-C ₅	.0855
HEXANE+	C ₆	.1117
CARBON DIOXIDE	CO ₂	.6931
NITROGEN	N ₂	1.3868
H ₂ S		Nil
SPECIFIC GRAVITY		.6089
AVERAGE CALORIFIC VALUE	Btu/ft ³	1055.72

Note: The values may vary ± 10% of the above mentioned components. Bidder is requested to consider this while quoting Rental Gas Gensets.

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 ALL TAXES EXCEPT PST).
- G. **OGDCL RESERVES THE RIGHT TO EVALUATE THE BID(S) EITHER ITEM-WISED OR FULL PACKAGE BASIS WITHOUT ASSIGNING ANY REASON. TO QUOTE COMPETITIVE PRICES FOR ALL OR ANY ITEMS ENABLE COMPANY TO DECIDE PURCHASE.**
- H. BIDDERS TO SUBMIT THEIR COMPANY PROFILES, EXPERIENCE OF SIMILAR SUPPLIES IN PAKISTAN ALONG WITH TECHNICAL BIDS.

BIDDING FORM (TECHNICAL BID)

OIL & GAS DEVELOPMENT COMPANY LIMITED,
NASHPA OIL FIELD, C/O TCS OFFICE KOHAT

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 understand that you are not bound to accept the lowest priced or any bid you may receive.

Dated this _____ day of _____ 20_____

(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. TE/Nashpa/PF/o1/2020
(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 _____

BIDDING FORM (FINANCIAL BID)

OIL & GAS DEVELOPMENT COMPANY LIMITED,
NASHPA OIL FIELD, C/O TCS OFFICE KOHAT

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 understand that you are not bound to accept the lowest priced or any bid you may receive.

Dated this _____ day of _____ 2020

(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. TE/Nashpa/PF/o1/2020
(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 _____

BANK GUARANTEE AS EARNEST MONEY

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

**OIL & GAS DEVELOPMENT COMPANY LIMITED,
NASHPA OIL FIELD, C/O TCS OFFICE KOHAT**

In consideration of _____ hereinafter called "THE BIDDER" HAVING SUBMITTED THE ACCOMPANYING Bid and in consideration of value received from (the bidder above), we hereby agree to undertake as follows:

1. To make unconditional payment of Rs. _____ (Rupees _____) up on your written demand without further recourse, question or reference to the BIDDER or any other person in the specified Bid after opening of the same for the validity thereof or if no such period be specified, within 120 days after the said opening or if the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity:
 - 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)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
CERTIFICATE

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 anyone 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 which has been expressly declared pursuant hereto.

The Seller/ Supplier certifies 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 ab initio 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, finder'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



OIL & GAS DEVELOPMENT COMPANY LTD

Oil & Gas Development Company Limited
Nashpa Oil Field, C/O TCS Office Kohat

TEL: : 92 (0922)526271
FAX: : 92 (0922)526299
EMAIL: : pe&fd_nashpa@ogdcl.com
Web Site: www.ogdcl.com
GST No: 07-02-2802-001-55

No : TE/Nashpa/PF/o1/2020

ISSUED ON : _____

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: _____

INDENT No. _____ DT. _____

FOR: (LOCATION _____) DEPARTMENT _____

S. NO.	DESCRIPTION	QTY	UNIT	INDEX NUMBER	UNIT RATE (RUPEES)		TOTAL (RUPEES)
					(EXCL OF GST)	(INCL OF GST)	
(RUPEES _____ ONLY)						GRAND TOTAL: (INCLUSIVE OF ____% GST)	

TERMS & CONDITIONS:

- DELIVERY PLACE & PERIOD:** AT OUR _____ WITHIN _____ AFTER ISSUANCE OF LPO.
- PAYMENT CLAUSE:**
 - PAYMENT AFTER DELIVERY (OR)
 - PAYMENT AGAINST DELIVERY (OR)
 - PART DELIVERY PART PAYMENT. (OR)
 - _____% ADVANCE PAYMENT AGAINST BANK GUARANTEE.
- PERFORMANCE BOND:** 10% PERFORMANCE BOND IN SHAPE OF BANK GUARANTEE AS PER CLAUSE # _____ OF TENDER DOCUMENTS MUST BE SUBMITTED WITHIN 10DAYS.
- INSPECTION:**
- 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. **GENERAL:** 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. **DELIVERY:**
 - 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.
 - b. A written request is made within a week time before expiry of supply period.
4. **INSPECTION:** All items of this order will be subject to acceptance/rejection by the Inspection Committee/3rd 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 SGF. 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. **PENALTY:** For failure to comply with Delivery Clause, penalty shall be imposed on the Supplier as under:
 - a. @ ½ % 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. **DOCUMENTATION FOR PAYMENT:** 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 favor whether monetary or in ANY kind:**

DESIGNATION	ADDRESS	TEL #	FAX #	E. MAIL
MANAGING DIRECTOR	OGDCL HOUSE, JINNAH AVENUE, ISLAMABAD	051-9209701	051-9209708	
FIELD MANAGER	NASHPA OIL FIELD	0543-526205	0922-526299	nashpa@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. **TITLE:** 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.

BANK GUARANTEE AS PERFORMANCE BOND

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

OIL & GAS DEVELOPMENT COMPANY LIMITED,
NASHPA OIL FIELD, C/O TCS OFFICE KOHAT

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 undertake 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)

BANK GUARANTEE AS ADVANCE PAYMENT

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

OIL & GAS DEVELOPMENT COMPANY LIMITED,
NASHPA OIL FIELD, C/O TCS OFFICE CHAKWAL

1. WHEREAS M/s _____ (hereinafter called the Supplier) have requested us to furnish a Bank Guarantee for Pak Rs. _____ (Rupees _____) being _____% advance of the ordered value of Pak Rs. _____ (Rupees _____) in respect or LPO # FM/_____ issued on _____.
2. AND IN CONSIDERATION of your 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)