

II – INSTRUCTIONS TO BIDDERS

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1.0 GENERAL**1.1 Project Background and Description**

Oil & Gas Development Company (OGDCL) is the leading E&P Company of Pakistan and is “Operator” of the Nashpa Field. Nashpa Field is located in Karak District of KPK province at a distance of about 40 Kms from Kohat City. Nashpa is a JV concession with working interest of OGDCL, PPL and GHPL.

OGDCL has decided to install new compression facility to cater the depleting pressure of reservoir/wells and optimize the production over the Nashpa Field life. The compression facility shall be installed at Nashpa Gas Plant as a Front End Compression. At present, there are seven (07) producing wells at Nashpa namely Nashpa-1, Nashpa-2, Nashpa-3, Nashpa-4, Nashpa-6 and Nashpa-7 and Nashpa-8 having a total production of around 104 MMscfd, The Project is required to be executed on EPCC basis.

The conceptual study has already been carried out and concluded that four (04) new compressors with parallel operating configuration having same capacities (each of 35 MMSCFD operating flows) with philosophy of 03 operating and 01 standby will be installed at Nashpa Gas Plant as Front End Compressors. The operating suction pressure of compressors would be in the range of 600 psig to 200 psig with constant discharge operating pressure of 1050 psig.

The major components of the project are given below:

- Front End Compression Facility at Nashpa Gas Plant.
- Engineering and operator workstations in control room for compressors monitoring and control apart from field mounted operating & Control system
- Fire and gas detection system.
- Fire Fighting and Safety System.
- Offsites and Utilities Tie-ins such as Flare system, Instrument Air System, Closed drain system, Inert Gas System etc.

For implementation of the project, OGDCL intends to engage an Engineering, Procurement Construction Commissioning (EPCC) Contractor to execute the Nashpa Compression Facility Project involving design engineering, procurement, construction, installation/erection, pre-commissioning, commissioning and start-up (including performance testing and Reliability Guarantee Test) of the Project.

1.2 Engineering Consultant

OGDCL has appointed ENAR Petrotech Services (Private) Limited (ENAR) as Engineering Consultant for providing engineering consultancy services to ensure timely project completion complying with quality specifications and performance requirements. ENAR's responsibilities shall include:

- Preparation of basic engineering design package.
- Preparation of tender document for execution of project on EPCC basis and required procurement support & assistance in Contract formulation & negotiations.
- Reply & clarify all the bidders.
- Vetting of Contractor's design and timely review and approval of all documents, procedures, prepared by Contractor and verification of Contractor's invoices.
- Inspection of main equipment & material items.
- Supervision during civil construction, fabrication, installation/erection, commissioning & performance testing of plant.

1.3 **OGDCL's Responsibilities**

OGDCL shall be responsible for providing the Contractor the following:

- a) Gas supply whenever required.
- b) Information, engineering data/documents and equipment & materials as stipulated in the Contract Document.
- c) Providing facilitation letters only for permits and approvals which Contractor may require for the execution of the Project Works but it is the sole responsibility of the contractor to obtain timely permits and approvals any delay in this regard shall be on contractor's account. However, the Contractor shall timely submit the list of required permits/approvals.
- d) Ensure timely review and approvals of documents submitted by EPCC Contractor.
- e) Provide space for installation of Project equipment.

1.4 **Project Completion Period**

The timely completion of the Project by the Contractor shall be the essence of the Contract, as OGDCL has to meet its obligations for completion of the Project and continuous Supply of Gas. Accordingly, the Contractor (Successful Bidder) is required to complete the design engineering, procurement, construction, installation / erection, pre-commissioning, commissioning, startup and performance testing of Nashpa Compression Facility Project within **Twelve (12)** months from date of establishment of supply letter of credit for foreign component. The Work schedule is given in **Appendix – D**.

1.5 **Eligibility Requirements**

Bidders must meet the following eligibility requirements:

- a) The equipment/material to be supplied under the Contract must be brand new (Certificate to be provided by supplier) and produced in and supplied from the countries maintaining bilateral trade relation with the Islamic Republic of Pakistan.
- b) The Bidder and its engineering staff shall meet all the requirements of Pakistan Engineering Council (PEC) Act 1976, its by-laws and latest amendments and provide documents to OGDCL to this effect.
- c) The bidder and its local JV partners shall be registered with Pakistan Engineering Council (PEC) at least in C-B category in case of Local Bidders, and (PEC) in FC-B category for international bidders before submission of bid to OGDCL. The PEC provisional certificate/license is mandatory to be

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submitted along with bid while for final PEC certificate should be submitted before award of contract.

- d) EPCC Bidder shall have executed two (02) Natural Gas Compression / Natural Gas Processing Plant projects, each of 30 MMSCFD, on engineering, procurement, construction, pre-commissioning, commissioning, Performance Test and startup basis in last seven (07) years. Bidder must submit details of such projects/package with relevant client information and documentary evidence (including Purchased Order, Contract, Completion Certificate, etc) in English Language for their successful completion (in case of other languages, true translation copy verified from notary public of country of origin must be submitted along with original copy). Projects without documentary evidences for successful completion will not be considered. In case of joint venture, the experience of Partner Incharge shall be considered based on the responsibility matrix.
- e) EPCC Bidder shall select the **Compressor Packager** for procurement who is well renowned company & fulfills the following minimum requirements. In case the EPCC Bidder himself is a **Packager** then, in addition to requirements at Sr. (d), he shall also meet below mentioned minimum requirement for a **Packager**, *Who has designed, fabricated and supplied similar size of at least two (02) Compressor Packages during last seven (07) years to outside of their country of manufacturing to renowned and leading E&P companies of the world. Bidder must submit details of such supplies along with relevant Client information, Purchase Order, FAT/SAT reports and successful Completion certificates. Projects without these essential documentary evidences will not be considered.*
- f) The Project must be completed within **Twelve (12) months** from date of establishment of supply letter of credit for foreign component.
- g) The Offshore companies incorporated / registered / transferred at places e.g. Virgin Cayman, British Virgin, Panama, Nausa, Jersy and Bohaman Islands shall not be eligible nor entertained and bids if submitted shall be rejected.
- h) Applicant must not be black listed with any agency or organization or/ and applicant has never indulged in corrupt, fraudulent or collusive practices for procuring contracts. An affidavit confirming this shall be provided with the proposal.

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- i) Submission of duly signed and initialed copy of Tender Document along with Appendices, Annexures & Attachments refereed therewith. Signing and stamping shall mean validation and compliance to all the details included in Tender Document.

Bids of Joint Ventures/Consortiums

Bids submitted by a joint venture/consortium of two or more firms as partners shall submit the memorandum of understanding (MOU) duly certified by notary public containing the following mandatory clauses:

- a) The bid, and in case of a successful bid, the Form and Conditions of Contract, shall be signed so as to be legally binding on all partners.
- b) One of the partner shall be nominated as being lead partner and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners and certified by Notary Public.
- c) The lead partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture/ consortium and the entire execution of the Contract. All the payment shall be made by OGDCL in the name of lead partner.
- d) All partners of the joint venture/consortium shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under Clause (b) above as well as in the Form of Bid and the Form and Conditions of Contract (in case of a successful bid).
- e) A copy of the Memorandum of Understanding (MoU), duly certified by notary public, entered into by the consortium/Joint Venture Partners broadly, outlining the relationship and responsibilities with respect to Nashpa Compression Facility Project shall be submitted with the Bid.

Within seven (7) days of issuance of notification of intent of award from OGDCL. the successful Bidder shall furnish a copy of Joint Venture/Collaboration Agreement entered into by consortium/joint venture partners to OGDCL.

1.6 Site Visit

The Bidders are required to participate in pre-bid meeting & site visit the Nashpa field at their own expense. The pre-bid site visit shall be conducted on July 30, 2018. During the visit the Bidders should examine the site and its surroundings. The Bidders should verify the information provided in the Tender Document, it is the responsibility of the bidder to assess the requirements and obtain all information that

may be required and is necessary for preparing the Bid and entering into Contract with OGDCL.

The request for pre-bid meeting & site visit(s) as per format enclosed with Invitation to Bid should be sent to OGDCL/Engineering Consultant in a timely manner. The cost to be incurred on the visit shall at Bidder's expense. The Bidder and any of its personnel or Agents/ Consultants will be granted permission by OGDCL to enter upon its facilities for the purpose of such visit, but only upon the express condition that the Bidders, its personnel or Agents/Consultants will release and indemnify OGDCL its personnel Agents/Consultants from and against all liability in respect thereof including personal injury (whether fatal or otherwise) and any other loss, damage, costs and expenses.

1.7 Pre-Bid Meeting

A pre-bid meeting shall be held on July 31, 2018. The venue and timing of the meeting will be notified by OGDCL in due course. The Bidders are advised to attend the pre-bid meeting and obtain clarifications and information necessary for preparation of bid document.

1.8 Cost of Bidding

- a) The Bidder shall bear all costs associated with the preparation and submission of its bid, and OGDCL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- b) The Bidder shall bear all costs of obtaining and submitting Bid Bond, Performance Guarantee and all other documents required as per instructions in the Tender Document.

1.9 Assurance

The successful Bidder will be required to give satisfactory assurance of its ability and intention to complete the design engineering, procurement, construction, installation/erection, pre-commissioning, commissioning & startup and continuation of gas supply (including performance testing) of the Nashpa Compression Facility Project pursuant to the Contract, within the time set forth therein.

2.0 **TENDER DOCUMENT**

2.1 **Description of Tender Document**

2.1.1 The Tender Document comprises the following together with any Addenda that may be issued from time to time.

- **Volume – I (ITB, Commercial & Legal)**

- Section – I : Invitation to Bid
- Section – II : Instructions to Bidders (ITB)
- Section – III : Scope of work
- Section – IV : Form and Conditions of Contract
(Including Price Schedules)

- **Volume – II (Technical)**

- A : Process
- B : Mechanical
- C : Electrical
- D : Instrumentation
- E : Civil

2.1.2 The prospective Bidder shall carefully study and examine the Tender Document and Instructions and comply with all requirements of preparation of the Bid. Failure to furnish all information required by the Tender Document or submission of a Bid not substantially responsive to the Tender Document in every aspect will be at the Bidder's risk and may result in the rejection of the Bid.

2.1.3 The Bidder shall acknowledge that Basic Engineering Design Package provided by OGDCL has been thoroughly reviewed at the bidding stage and the cost of removing any error, omission and/or discrepancy to make it fit and sufficient for the purpose for which it is intended has been included in the Contract Price for the equipment, materials and construction works accordingly.

2.1.4 Appropriate portions of the Technical Bid and Commercial Bid and Addenda and selected sections of the above Tender Document as appropriate will be incorporated in the contract that will be executed with the successful bidder.

2.1.5 The Bidder shall, whether included in the Tender Document or not, provide the materials, equipment, services and works required to complete the Project.

2.1.6 Bidders may also make any additional enquiries or investigations necessary to become fully informed of all conditions which may affect the effective and successful

execution and operation of the Project. Failure on the part of the Bidder to diligently investigate any condition which may affect the Contractor's scope shall not relieve the Bidder of the responsibility of executing the Contract.

- 2.1.7 The Tender Document is confidential and sole property of OGDCL and-solely for the purpose of preparation and submission of bid. Information contained in these documents is confidential and should not be divulged to third party or an outsider without the prior written consent of OGDCL. The information could be shared, only as needed, with those who are directly or indirectly involved in preparation of Bid. Any person allowed access to these documents or to information contained therein must be instructed to hold it in strict confidence. Bid proposal received by OGDCL will be treated in strict confidence.

2.2 Clarifications of Tender Document

A prospective Bidder requiring any clarification of the Tender Document may notify Engineering Consultant's Project Manager in writing by e-mail at below given address with a copy to OGDCL whose addresses are also given below. Enquiries made telephonically (or orally) shall not be entertained.

- a) Project Manager (Nashpa Compression Facility Project)
ENAR Petrotech Services (Private) Limited
7-B, Korangi Industrial Area
Adjacent NRL, Korangi
Karachi, Pakistan
Telephone: (92-21) 35065210
Fax No.: (92-21) 506 7522
E-mail: asif.saleem@enar.com.pk
- b) Manager Procurement (Foreign)
Oil & Gas Development Company Limited
OGDCL House, Jinnah Avenue,
Islamabad (Pakistan)
Telephone: (92-51) 920022144
Email: irshad_muhammad@ogdcl.com
- c) Manager (Nashpa Compression Facility Project)
Oil & Gas Development Company Limited
OGDCL House, 9th Floor, Tower C, Jinnah Avenue, Blue Area
Islamabad, Pakistan
Telephone: (92-51) 2623040
E-mail: iqbal_memon@ogdcl.com
- d) Project Coordinator (Nashpa Compression Facility Project)
Oil & Gas Development Company Limited
OGDCL House, 9th Floor, Tower A, Jinnah Avenue, Blue Area

Islamabad, Pakistan
Telephone: (92-51) 9244053
E-mail: asif_makhdoom@ogdcl.com

Engineering Consultant/OGDCL will respond in writing to any request for clarifications of the Tender Document, which it receives not later than ten (10) days prior to the deadline for the submission of bids prescribed in press tender notice Engineering Consultant's/OGDCL's response (including an explanation of the query but without identifying the sources of inquiry) will be uploaded on OGDCL website.

2.3 Compliance to Tender Document

The Bidder shall strictly comply with the basis of tender document, scope of work, specifications. No major deviations/exceptions to the stipulations of tender document shall be accepted. Any deviation may be submitted in the Deviation Format given in Annexure - VIII. A compliance certificate (on bidders' letter head) to commercial and technical terms of the tender should be enclosed with the technical bid.

2.4 Amendments to Tender Document

- 2.4.1 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 Tender Document by amendment which will be uploaded on OGDCL website.
- 2.4.2 The amendment shall form part of the Tender Document, and shall be notified on OGDCL website and will be binding on all participating bidders.
- 2.4.3 In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, OGDCL may, at its discretion, extend the deadline for the submission of Bids. However extension in bid submission is sole discretion of OGDCL which may or may not extend the bid submission deadline.

3.0 PREPARATION OF BIDS

3.1 Language of Bid

Bid shall be type written or printed. The Bid prepared by the Bidder and all correspondence and documents (i.e. reports, specifications, standards, drawings) relating to the Bid exchanged by the Bidder and OGDCL/Engineering Consultant shall be written in the English language. Any printed literature furnished by the

Bidder may be written in another language, provided that this literature is accompanied by an English translation, in which case, for purpose of interpretation of the Bid, English translation shall govern.

3.2 Documents Comprising the Bid

The Bid to be submitted by the Bidder shall comprise of two separate bids i.e. “Technical Bid” and “Commercial Bid”. Two (02) copies each of original Technical Bid and Commercial Bid shall be prepared. One set marked “ORIGINAL” and the other marked “COPY”. In case of any discrepancy in the copy, the ORIGINAL shall govern.

3.2.1 Technical Bid

The technical bid shall consist of the following:

3.2.1.1 Corporate

The following information shall be submitted, separately, with the Technical Bid along with the checklist provided in **Annexure-XI**:

- (i) Corporate & Financial information of Bidder and its consortium/joint venture partners as per format given in (**Annexure – I**).
- (ii) Copy of Memorandum of Understanding (MOU) entered into by the consortium/joint venture partners. (Applicable for Joint Venture/Consortium Bids)
- (iii) A list and details as per (**Annexure – II**) of Gas Processing Plants and related projects being executed by Applicant’s organization along with project schedule.
- (iv) Provide a comprehensive list and details as per (**Annexure – III**) of Natural Gas Compression / Natural Gas Processing Plant projects executed by the applicant organization during the last seven (07) years. Also if possible please provide a separate list of grassroots and revamp projects, which are similar to Nashpa Compression Facility Project. Certificates of satisfactory completion by the respective client/ owner should be attached with duly filled **Annexure-III**. Only those projects whose certificates are attached would be considered in experience & track record of the bidder/company.
- (v) Please provide list of major construction & related machinery & equipment (which are in working condition) owned by your own organization/joint venture/consortium.
- (vi) Please provide details of project management, procurement and quality control system being used as per format given in (**Annexure – IV**).

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- (vii) Please provide details of technical support services as per format given in **(Annexure – V)**.
- (viii) Please provide list of computer software & hardware available with your organization. Also specify software which your organization plans to use in design engineering, rehabilitation, procurement, material management, construction management, tracking & inventory management and project planning control.
- (ix) Original Bid bond for an amount of **US\$ 300,000 (United States Dollars Three Hundred Thousand Only)** or equivalent in Euro or equivalent in Pak Rupees as per format given **(Annexure – VI)**.
- (x) Confirmation of Period of validity of the Bid (i.e. 180 days) from the date the technical bids are opened.
- (xi) Form of Tender or Bidding Form **(Annexure – VII)**
- (xii) Letter of Authorization in favour of Officer signing the Bid.
- (xiii) A power of Attorney certified by Notary Public (Applicable for Joint Venture/ consortium Bids).
- (xiv) Duly initialed and stamped copy of Form and Conditions of Contract and Scope of work and Specifications.
- (xv) A statement of total compliance with the technical and commercial requirement of Tender Document.
- (xvi) Minor deviations/exceptions (if any) including technical and contractual as per format given in **Annexure – VIII**. Major deviations from the conditions of the contract or project specifications shall not be accepted irrespective of their rankings in Technical and Commercial Evaluation.
- (xvii) A statement on the validation of the Tender Document. The statement shall confirm that Technical Specifications and other data/information provided to the bidder have been thoroughly checked and the bidder is satisfied with its suitability and sufficiency in order to perform his obligations under the proposed Contract. Any discrepancy and/or anomaly in the Technical Specifications and data/information have been identified and the cost of removing such discrepancies and anomalies is now at the risk of the Contractor.
- (xviii) Any Litigation or Arbitration record with OGDCL shall be provided along with the bid.

3.2.1.2 Technical Details

The technical proposal shall contain following information/details and documents as a minimum:

- a) Bidder's project execution plan and human resource deployment plan for all stages of the work (i.e. design engineering, procurement, construction, installation/erection, pre-commissioning, commissioning & start-up (including performance testing etc). The curriculum vitae of key personnel are required to be provided. The curriculum vitae (CV) shall include the proposed position, qualification and experience of the person. On award of contract all the key personal to be deputed on the project will be approved by OGDCL.
- b) Proposed master and level- 4 (or further if required) project schedule with CPM network, showing the interface activities for the work.
- c) Bidder's plan for co-ordination with OGDCL/Engineering Consultant, other suppliers and relevant government agencies and departments.
- d) Detailed procurement strategy outlining the procurement sources, procedures for procurement, expediting, inspection, shipment forwarding and clearing activities. The plan should clearly demonstrate Bidder's capability and resourcefulness to procure (supply) equipment and material within short possible time with sources of procurement. This capability is very essential owing fast track execution of the Project.
- e) Details of approach to be adopted and resources to be employed for carrying out tie-ins/hook-up with the existing facility/plant (i.e. piping, electrical and instruments) in a limited duration of time i.e. shutdown and pre-commissioning & commissioning.
- f) Detailed procedures for project control, physical progress and measurement and reported for each component of the work (i.e. engineering, procurement (supply), construction, pre-commissioning & commissioning.
- g) Detailed description of Quality Assurance and Quality Control procedures and safety, QA/QC organisation which the Bidder intends to adopt/follow for this project (These procedures should be Project specific).
- h) Project specific Health, Safety and Environment (HSE) plan and procedures. The plan and procedures should be inline with OGDCL's HSE policy and procedures. For detail, refer to **Appendix-O**.

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- i) Key areas of the work proposed to be sub-contracted with names, address, capabilities, past experience, available physical & human resources and other corporate and technical details of Sub-Contractors. On award of contract all the sub-contractors to be deployed on the project will be approved by OGDCL.
- j) If the Bid is being submitted in collaboration with other companies then:
 - Name and address of companies with whom collaboration is being done.
 - Areas of collaboration should be specified.
 - Capabilities, past experience, available physical & human resources and other corporate and technical details of companies should be provided.
- k) A written consent from the Sub-contractor(s) for entering into an agreement with the bidder for the specified work of the Project.
- l) A statement that the equipment and material to be supplied by the Contractor shall be “Brand New”.
- m) List of start-up & commissioning spares.
- n) List of OEM recommended consumables and spare parts (on OEM letterhead) for one (01) year continuous operation of equipment & material to be supplied.
- o) List of OEM recommended consumables and spare parts (on OEM letterhead) for two (02) years operation of equipment & material to be supplied (as optional).
- p) All the equipment shall be Latest & respective spare parts shall be continued atleast for next fifteen (15) years. In this regard OEM Certificate of each equipment will be submitted in the technical bid.
- q) Other technical or other information/details, which in Bidder’s opinion is necessary for a better assessment of his Bid proposal.

- **Technical Information**

The technical information to be provided shall include:

- a) Review of Design Basis & Basic Design Document including in the tender document with suggested modifications (if any) and a statement of Ownership and following:
 - Process Flow Diagrams (PFD)
 - Heat and Material Balance (HMB)

- Piping and Instrument Diagrams (P&ID)
 - New equipment & materials, data sheets with basic sizes.
 - Hydraulic Study Report.
 - Equipment and Utility Adequacy Report.
 - Utility requirements summary. This is minimum requirement; however objective of the Owner will be met.
 - Operation, Control and ESD Philosophies.
 - Cause & Effect Diagram.
 - Proposed Plot plan.
 - Proposed Piping layouts.
 - Mechanical Specifications.
 - I/O list.
 - General specifications for package instrumentation.
 - Specifications for package Control System.
 - Specifications for instrument installation.
 - Compressor Control System Architecture drawings.
 - F&G layouts.
 - Instrument Cable routing layout.
 - Electrical basis of design.
 - Electrical load list.
 - Electrical single line diagram (UPS).
 - Specification for LV Power & Control Cable
 - Specification for Electrical Installation Workmanship
 - Electrical Power & control routing layout
 - Electrical Typical installation drawings.
- b) A statement of conformity to the tender document including deviations and exceptions to the provisions of the specifications, codes & standards with proper justification. Failure to submit such a statement would imply that the Bidder has not taken exception or deviation from the requirements of tender and shall comply with these requirements.
- c) Adherence to Performance Guarantee offered.
- d) Detailed Plan for Reliability Guarantee Test (RGT) including operation and maintenance of Compression Facility for a period of 30 days.
- e) Compressor Performance Runs and Performance Curves for all the stipulated cases in Compressor Data sheets (0193-DS-1701).

- f) Any other technical or general information, which in the bidder's opinion is necessary for better assessment of his bid.

3.2.2 **Commercial Bid**

3.2.2.1 **Contents of Commercial Bid**

- a) Bid price schedule as per format given in **Appendix-C** of (Section -IV).
- b) Item-wised price list of OEM recommended Consumables & spare parts for one (01) year operation.
- c) Item-wised price list of OEM recommended consumables & spare parts supply for two (02) years operation. (as optional price)
- d) Copy of Bid Bond, as per format given in **Annexure-VI**.
- e) The expense on design review meeting / **Performance & Shop Witness Testing** by OGDCL/Engineering consultant at supplier's office/manufacturers works located outside/inside Pakistan will be quoted separately on the following basis:

- **Kickoff Meeting**

Kickoff meeting of the project will be convened at OGDCL head office Islamabad for Two (02) days.

- **Design Review Meetings**

- (i) Detailed Engineering Review (including vendor information) after completion of Detailed Engineering
Six (06) professionals for duration of Five (05) days
- (ii) HAZOP
Six (06) professionals for duration of three (03) days.

- **Performance & Shop Witness Testing (on availability of major equipment)**

- (i) One (01) visit for duration of five (05) days.
- (ii) Two (02) professionals for the performance test visit.

- **Training**

Training of Six (06) OGDCL Technical Personnel for duration of One (01) week.

The Contractor shall provide the following facilities for these visits:

- Economy class Return Air Tickets, boarding and lodging
- Local Transportation.

- Daily expense Allowance to be paid to the Engineers for the period of stay as detailed above plus two (2) days for travel at the below given rates:
 - For Design review meetings @ US\$ 350 per person per day
 - For inspection & witness testing @ US\$ 350 per person per day
 - For Training @ US\$250 per person per day.

Note: In case of local bidder, Daily Allowance for design review will not be admissible however will be considered for commercial evaluation.

f) Schedule of rates for additional supplies/work as per **Annexure-IX**.

3.3 Bid Price

All the prices shall be quoted on lumpsum/fixed basis as per format given in Appendix-C in (Section – IV) of this tender document. The prices shall be for complete scope of work and the obligations related to design engineering, supply, installation, construction, pre-commissioning, commissioning, performance testing as well as project management with no exceptions. The quoted prices shall be firm and fixed during the contract performance period and shall not be subject to any escalation on any account. The cost of construction material and other material/equipment to be supplied from Pakistan shall be inclusive of all taxes.

3.4 Performance Guarantees

- 3.4.1 The Contractor shall guarantee satisfactory performance of the Compression Facility so that the compression facilities meets the performance requirements laid-down in the Technical Specifications and respective data sheets. The Contractor shall also provide and prove during commissioning the performance parameters of all major equipment of the Compression Facility and its associated systems. The contractor shall require to submit a detailed performance guarantee Test procedure in line with the subsequent clauses of this section and elsewhere described in the Tender Document at least sixty (60) days before commencement of performance test at site for Owner's/Consultant's review and approval.
- 3.4.2 Prior to Performance Test, the Contractor will have to operate the Compression Facility for continuous five (05) days in a steady state (unit wise operation will be considered for steady state). Any tripping continued more than two (02) hours shall be considered as unsteady state operation of the compression package and accordingly Contractor has to perform another five (05) days steady state operation for that particular compressor package. The Compression Facility shall be evaluated over a seventy two (72) hours continuous Acceptance Test for each individual compressor

on rated compression scenarios i.e. 200 psig suction and turndown over which the process conditions shall be required to be met.

- 3.4.3 If the Compression Facility and its associated systems do not achieve satisfactory performance or otherwise adhere to the requirements outlined in the Contract, the Contractor shall promptly analyze the cause of failure. The Contractor shall take all necessary corrective measures in a prompt manner to ensure such that the Compression Facility gives satisfactory performance.
- 3.4.4 If the Compression Facility and its associated systems still fail to give satisfactory performance or otherwise adhere to the requirements outlined in the Contract, in a subsequent Performance Test the date of which will be mutually agreed then Contractor shall determine the cause of this failure and advice changes/modifications or addition. OGDCL/Engineering Consultant can also independently determine the cause of such failure. The Contractor shall be liable to bear all expenses of the design, purchase, delivery and installation of such changes, modifications or additions. The liability of such additions, modifications shall be un-limited.
- 3.4.5 If after all such additions/modifications the Compression Facility and its associated systems still fail to meet performance in a final test to be demonstrated within three (3) months of the agreement to changes to be made to the Compression Facility, the Contractor shall pay to OGDCL as liquidated damages an amount equal to ten percent (10%) of the Contract Value.
- 3.4.6 Performance test shall be carried out on fuel gas. However, considering the raw gas, EPCC Contractor shall ensure that the compressor packages are designed in such a manner that safe and trouble free operation shall be carried out taking into account high ambient temperature and rated power.

3.5 Warranties

- 3.5.1 The Contractor warrants that the equipment and material supplied under the Contract shall be new & Latest (while respective spare parts shall be continued atleast for next fifteen (15) years), having good title and fit for the use intended. The Contractor further warrants that:
- a) Equipment & materials supplied against the Contract conforms in all respects with the specifications and requirements contained in contract document.
 - b) Equipment supplied under this Contract shall be of good quality and free from all defects arising from design, materials or workmanship.

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- 3.5.2 The Contractor shall also obtain and provide to OGDCL/Engineering Consultant original manufacturer's warranty of the equipment supplied by it from vendors and manufacturers. The warranties shall be obtained in the name of OGDCL.
- 3.5.3 The Contractor warrants that the construction/installation, erection and other work shall be of good quality, free from faults or defects and shall perform so as to comply with the specifications contained in the contract documents or with any revisions thereof pursuant to any changes. The Contractor further warrants that all work performed under the Contract shall be in accordance with industry's recognized codes and standards.
- 3.5.4 The foregoing warranties shall remain valid for a period of **Twelve (12)** months from the date of Taking Over Certificate.
- 3.5.5 If the supplied equipment/materials, construction, installation/erection and related work fail to meet the warranty conditions set forth in Sub-Article 3.5.1, 3.5.2 & 3.5.3 OGDCL shall promptly notify the Contractor in writing about the defects and claims under the warranty. Upon receipt of such notice the Contractor shall within the time specified by OGDCL/Engineering Consultant repair/replace the defective equipment, material and or portion of works, with no cost or expense to OGDCL. The repaired or replaced equipment, material or works shall be warranted by Contractor for **Twelve (12)** months from the date of repair(s) or replacement(s).

If the Contractor having been notified, fails to remedy the defect(s) within the specified time, OGDCL shall proceed to take remedial actions as may be necessary, at the Contractor's risk and cost. All costs thereof shall be charged to the Contractor or recovered from retention money/performance bond. The Contractor shall have no objection to the above and he hereby acknowledges the rights of OGDCL to recover such sums as a debt due to OGDCL from defaulting Contractor. It is understood that in this case the Contractor shall not be relieved from the provided warranties and contractual obligations.

- 3.5.6 The Contractor shall also provide warranties of original equipment manufacturers in the name of OGDCL (where applicable.)

3.6 Bid Validity

- 3.6.1 The bid shall remain valid for one hundred eighty (180) days calendar days after the date of bid opening prescribed by OGDCL. A bid valid for a shorter period may be rejected by OGDCL as non-responsive.
- 3.6.2 In exceptional circumstances, OGDCL may solicit the bidder's consent to an extension of the period of validity. The request and the response there to shall be made in writing (by telefax or e-mail). The bid bond provided under Instruction 3.7 shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid.

3.7 Bid Bond

- 3.7.1 The Bidders shall furnish, as part of their Bids, a Bid Bond (Annexure –VI) of an amount of **US\$ 300,000 (United States Dollars Three Hundred Thousand Only)** or equivalent in Euro or equivalent in Pak Rupees.
- 3.7.2 The Bid Bond is required to protect OGDCL against the risk of Bidders' conduct which would warrant the Bid Bond encashment pursuant to Instructions given in following paragraphs.
- 3.7.3 The Bid Bond shall be in the following form:
- The Bid Bond/Bank Guarantee shall only be provided from banks listed in (Appendix-K) and valid for 210 days from date of bid opening.
- 3.7.4 Any Bid (Technical Proposal) not accompanied with the Bid Bond of required amount shall be rejected by OGDCL as non-responsive.
- 3.7.5 Unsuccessful Bidders' Bid Bond will be discharged/returned as promptly as possible but not later than 30 days after the expiry of the validity period of Bid Bond.
- 3.7.6 The successful Bidder's Bid Bond will be discharged upon the Bidder's executing the Contract, and furnishing the Performance Bond, pursuant to Instruction 6.5.

3.7.7 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:

- i) Fails, refuses or delays to execute the contract in accordance with the instruction to Bidders, or
- ii) Fails, refuses or delays to furnish Performance Bond in accordance with the instruction to Bidders.
- iii) If it is found that any document / information submitted by the bidder is forged or fake.

3.7.8 The Bidders must particularly note that in case of submission of forged Bid Bond they will be liable to severe punitive action by OGDCL leading to Black Listing in addition to any other legal action, which shall be initiated against such Bidder.

3.8 Format and Signing of Bid

3.8.1 The Bid comprising Technical and Commercial Bids with accompanying documents and clearly marked 'Original Bid', plus two (2) copies each must be received by OGDCL at the date, time and place as specified. In the event of any discrepancy between the original and the copy, the original shall govern.

3.8.2 The original and copies of the Bid shall be typed or written in indelible ink and shall be signed and stamped by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid shall be initialed by the authorized person or persons. Proof of authorization shall be furnished in the form of authorization letter on original letterhead of the Bidder signed by President, Chief Executive/Chief Operating Officer, Managing Director of Company/Corporation.

3.8.3 The Bid shall contain no interlineations, erasures or over-writing except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

4.0 SUBMISSION OF BID

4.1 Sealing and Marking of Bids

4.1.1 For the submission of Bid as stated earlier in this document a Two Envelope Bidding procedure shall be adopted. Technical and Commercial Bids shall be submitted in

separate envelope. Both the envelopes should then be put in one sealed envelope as described below.

4.1.2 The Original Technical and Commercial Bids shall be separately packed in an inner envelope marked as Technical (Original) or Commercial Bid (Original) as the case may be, each inner envelope shall be sealed in an outer envelope, which shall also be marked. Copies of the Technical and Commercial Bids shall be sealed and marked in separate inner and outer envelopes.

4.1.3 The outer sealed envelope shall be addressed/ en faced as follows:

Manager Procurement (Foreign)
Oil & Gas Development Company Limited
OGDCL House, Jinnah Avenue,
Islamabad (Pakistan)
Telephone: (92-51) 920022144
Email: irshad_muhammad@ogdcl.com

**BID FOR EPCC CONTRACTOR TO EXECUTE THE
ENGINEERING, PROCUREMENT, CONSTRUCTION,
INSTALLATION, TESTING, COMMISSIONING & STARTUP
(INCLUDING PERFORMANCE TEST AND RELIABILITY
GUARANTEE TEST) OF NASHPA COMPRESSION FACILITY
PROJECT**

TENDER ENQUIRY NO. PROC/FC/CB/PROJ/NASHPA-4001/2018

DO NOT OPEN BEFORE 1100 HOURS (PST) ON_____

4.1.4 The face of the sealed envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared LATE.

4.1.5 OGDCL will not be held responsible for the premature opening or misplacement of any Bid not clearly marked and addressed in accordance with Instruction 4.1.3.

4.2 Deadline for Submission of Bids

4.2.1 Bids must be received by OGDCL at the address specified under Instruction 4.1.3 not later than 1030 hours Date _____ at _____ Hours local standard time.

4.2.2 OGDCL may, at its discretion, extend this date for the submission of Bids by amending the Tender Document in accordance with Instruction 2.4 in which case all rights and obligations of OGDCL/Engineering Consultant and Bidders will extend likewise.

4.3 Late Bids

Any Bid received by OGDCL after the time & date for submission of Bids prescribed by OGDCL, pursuant to Instruction 4.2 shall be rejected and returned unopened to the Bidder.

4.4 Modification and Withdrawal of Bids

4.4.1 The Bidder may modify or withdraw its Bid after the bid's submission, provided that written notice of the modification or withdrawal is received by OGDCL prior to deadline prescribed for submission of the Bids.

4.4.2 The Bidder's modifications or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Instruction 4.1. A withdrawal notice may also be sent by email or letter but followed by a signed confirmation copy, postmarked not later than the deadline for submission of the Bids.

4.4.3 No Bid shall be modified subsequent to the deadline for submission of the Bids.

4.4.4 No Bid shall be withdrawn in the interval between the date for submission of Bids and the expiry of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in encashment of Bid Bond under Instruction 3.7.7.

5.0 BID OPENING, CLARIFICATIONS AND EVALUATION

5.1 Bid Opening

OGDCL will first open Technical Bids, in presence of Bidders' representatives who choose to attend, at 1100 hours (PST) on _____ at the following location:

Manager Procurement (Foreign)
Oil & Gas Development Company Limited
OGDCL House, Jinnah Avenue,
Islamabad (Pakistan)
Telephone: (92-51) 920022144
Email: irshad_muhammad@ogdcl.com

The Bidders' representatives who are present shall sign a register/attendance sheet evidencing their attendance.

The Commercial Bids of technically responsive bidders will be opened later on at the above location in presence of Bidders' representative who chooses to attend. The date and timings of commercial bids' opening will be intimated to relevant Bidders.

5.2 Clarifications of Bids

5.2.1 OGDCL/Engineering Consultant may ask Bidders individually the clarifications of their bid during the process of examination, evaluation and comparison. The request for clarifications and the response shall be in writing and shall become part of Tender Document and eventual contract.

5.2.2 If as a result of any clarification sought by OGDCL/Engineering Consultant some changes are made in Scope of Work or technical specifications Bidders shall be allowed to amend their commercial proposals by submitting a supplementary commercial proposal in a sealed and marked envelope as per instructions given in Section 4.1 of these Instructions to Bidders.

5.3 **Evaluation of Bids**

The evaluation of Bids shall be strictly on the basis of information provided in Technical and Commercial Bids. Technical bids shall be evaluated first. After completion of technical evaluation, commercial bids of technically qualified Bidders shall be opened and evaluated. The evaluation will consist following stages:

- Summary Rejection Criteria
- Preliminary Bid Screening
- Eligibility Requirement Compliance
- Bid Evaluation
 - Technical
 - Commercial.

The following paragraphs present coverage of each evaluation stage

5.3.1 **Summary Rejection Criteria**

5.3.1.1 Bid not meeting the following mandatory criteria shall be summarily rejected without right of appeal (Checklist attached as Annexure-XII to be duly signed against each requirement and submitted with the bid):

- Bid must be prepared in English language.
- Bid must be prepared as instructed vide clause 3.0 hereof.
- Bid must be valid for 180 Days from the Date of Bid Opening.
- Bid must be accompanied with a Bid Bond as specified in Clause 3.7 hereof.
- Bid must reach at the specified OGDCL address before “ _____ ” Hours PST on _____ 2018.
- Bid must not be submitted in form of fax or e-mail.
- Bid must indicate name, title, phone, fax and e-mail address of the key person for correspondence.
- Bid must be submitted on Bidder’s original letter head/pad.
- Bid must be quoted for complete project as per scope of work given in the tender document.
- Bid must include all annexures i.e. Checklists, bidding form, blacklisting affidavit, data summary sheet, corporate information etc.

5.3.2 **Preliminary Bid Screening**

The preliminary screening of bids shall be carried out to check the mandatory requirement of compliance of the bidders and JV partners for:

- Pakistan Engineering Council (PEC) registration requirements, by-laws and Acts/Rules/Guidelines as per Clause 1.5 (b) & (c).
- Offshore Company's country of incorporation / registration compliance as per Clause 1.5 (g). In this regard, bidders and JV partners shall submit Certificate of Incorporation / Registration / Belonging, verified from Pakistani Embassy in respective country(s) or from Country's Embassy in Pakistan.

All the documents required above must be submitted with bid. In case of non-compliance, the bid shall not be further evaluated and rejected without right of appeal.

5.3.3 Eligibility Requirement Compliance

The eligibility requirement of bidder will be evaluated in accordance with Clause 1.5.

5.3.4 Bid Evaluation

The Technical & Commercial evaluation shall be based on the following:

5.3.4.1 Technical Evaluation

Technical bids of all those bidders will be evaluated whose bids will clear from summary rejection criteria (Clause 5.3.1), preliminary bid screening (Clause 5.3.2) and meeting eligibility criteria (Clause 1.5).

The bids will be first technically reviewed and screened with respect to compliance to the basis of tender document scope of work, specifications. No major deviations/exceptions to the main stipulations of tender document shall be accepted. All those bids which have not complied to the earlier mentioned aspects shall be rejected. After completion of technical screening the technical bids will be thoroughly examined and evaluated with the objective of assessing their compliance and completeness in detail, conformity to the specifications, warranty/guarantee and responsiveness to the requirements stipulated in the tender documents.

During examination the Bidders may be requested individually to respond to technical queries, and to confirm technical aspects. The objective of this exercise shall also be to bring all the Bids to the same and acceptable level of conformity with the Scope of Work.

The Bidder to provide essential documents in areas as detailed below:

S. #	Area
1.	Compliance to the complete scope of work on bidder’s letter head.
2.	Compliance to the technical bid requirements & details as per article 3.2.1 of ITB
3.	Procurement strategy capability & adherence to specifications
4.	Construction, Commissioning capabilities & plan
5.	Available Equipment & Human Resources
6.	Technical Qualification & Capability of the Organization
7.	Experience & Track Record
8.	Project Specific Design Engineering & Project Management Approach / Plan
9.	Detailed project schedule
10.	Quality of project specific QA/QC and HSE procedures to be adopted
11.	Financial Soundness
12.	Litigation/Arbitration Record

NOTE: Bidder shall meet all the technical qualification requirements specified in the Tender Document.

5.3.4.2 Commercial Evaluation:

The commercial bids of technically qualified Bidders will be opened for evaluation through least cost method to find the economically lowest bid.

- Arithmetic errors in computation and summation shall be checked. The errors shall be corrected in the following manner:
 - a) Where there is a discrepancy between amounts in figures and in words, the amount in words shall govern and
 - b) Where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit rate and the quantity, the unit rate as quoted shall govern.

5.4 Contacting OGDCL or Engineering Consultant

- 5.4.1 Subject to Instruction 5.3 no Bidder or his agent shall contact OGDCL or Engineering Consultant on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded.

- 5.4.2 Any effort by Bidder to influence OGDCL or Engineering Consultant in its Bid evaluation, Bid comparison or Contract award decisions may result in the rejection of the Bidder's Bid.

6.0 AWARD OF CONTRACT

6.1 OGDCL's Right to Accept any Bid and to Reject any or all Bids

OGDCL reserves the right to accept or reject any bid or part of a 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 affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for OGDCL's action.

6.2 OGDCL's Right to Vary the Scope of Contract

OGDCL reserves the right at the time of award of Contract to make addition and deletions in any component of scope of work or vary the scope of work given in the Tender Document. The prospective Bidders must particularly note that Purchaser reserves the right to amend, modify or cancel the Contract/ agreement if warranted by the operational requirement/ limitations.

6.3 Notification of Intent to Award

6.3.1 Prior to the expiration of the period of bid validity, OGDCL will notify the successful Bidder in writing by fax or courier service its intent to award the contract. The Contract will be executed subject to satisfactory negotiation of the terms and conditions of the Contract.

6.3.2 Upon the successful bidder's furnishing of Performance Bond pursuant to Instruction 6.5, OGDCL will promptly notify each unsuccessful bidder and will discharge its Bid Bond pursuant to Instruction 3.7.7.

6.4 Signing of Contract

6.4.1 At the same time as OGDCL notifies the successful Bidder of its intent to award the Contract, OGDCL will send the Bidder the Form and Conditions of Contract (Section-IV) provided in the Tender Document, incorporating all agreements between the parties.

6.4.2 Within ten (10) days of receipt of the Form and Conditions of Contract the successful bidder will be required to sign the Contract and return it to OGDCL.

6.5 Performance Bond

- 6.5.1 Within fifteen (15) days of the receipt of notification of intent to award the Contract from OGDCL, the successful Bidder shall furnish a Performance Bond in the Form of Bank Guarantee (**Annexure – X**) for an amount of ten percent (10%) of the Contract Price as a guarantee for the due and faithful performance of the Contract. The said Performance Bond shall be valid upto twelve (12) months from the date of Taking Over Certificate. The performance Bond/Guarantee shall only be provided from banks listed in (Appendix-K)
- 6.5.2 Failure of the successful Bidder to comply with the requirements of Instruction 6.4 or 6.5 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Bond, in which event OGDCL may make the award to the next lowest evaluated Bidder or call for new Bids.