



OIL & GAS DEVELOPMENT COMPANY LIMITED
SUPPLY CHAIN MANAGEMENT DEPARTMENT
OFFICE OF THE MANAGER (SCM) SERVICES



OGDCL HOUSE
JINNAH AVENUE,
ISLAMABAD – PAKISTAN
PHONE: +92 51 92002 3652
E-mail : ejaz_rizvi@ogdcl.com

NO. PROC-SERVICES/LCB/HSEQ-4025/2018

Islamabad the September , 2018

Sr. No.	Company Name
1.	M/s Environmental Management Consultants (EMC)
2.	M/s National Institute of Biotechnology & Genetic Engineering (NIBGE)
3.	M/s National Cleaner Production Center Foundation.
4.	M/s SGS Pakistan (Pvt.) Limited.

SUBJECT: **LETTER FOR INVITATION TO BID FOR HIRING OF SERVICES FOR INDOOR AIR QUALITY MONITORING OF OGDCL HOUSE AGAINST TENDER ENQUIRY NO. PROC-SERVICES/LCB/HSEQ-4025/2018**

We are pleased to issue subject tender enquiry to you as a pre-qualified Consultant to submit your technical & financial bid proposal on the terms and conditions of Tender Document.

1. INTRODUCTION

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

2. OBJECTIVE

OGDCL Intends to hire subject Services as per Annexure-A. Interested bidders are required to submit their bids strictly as per Terms of Reference (TOR) / scope of work (Annexure-A) and instructions to bidders given in this tender document.

3. Sealed bids are hereby invited under Competitive Bidding (CB) procedure from eligible bidders from the countries maintaining bilateral trade relations with Pakistan for Services as listed in the Terms of Reference (TOR) "Annexure-A" of the attached Tender Documents. **The prices may be quoted as per details mentioned in TOR "Annexure-A".**

4. PROSPECTIVE BIDDERS SHOULD PARTICULARLY NOTE THAT:

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

4.2 Each bid valid for minimum 180 days from the date of opening of the bids must be accompanied by a Bid Bond in the form of a cash deposit receipt (CDR), a Bank Draft or a Bank Guarantee issued by scheduled Bank of Pakistan or a branch of foreign bank operating in Pakistan, except NIB & Summit Bank preferably from following banks:

i.	Allied Bank,	vi.	Askari Bank,	x.	Bank Al-Habib,
ii.	Bank Alfalah,	vii.	Dubai Islamic Bank,	xi.	Faysal Bank,
iii.	Habib Bank Ltd.,	viii.	Habib Metropolitan Bank,	xii.	Meezan Bank Ltd.,
iv.	MCB Bank,	ix.	National Bank of Pakistan,	xiii.	Standard Chartered Bank
v.	United Bank Ltd ,				

for an amount mentioned in clause#31 and valid for 210 days from the date of opening of bids. The Bank Guarantee must be in accordance with the format as per Annexure-B of the tender Documents. Bid Bond will not be acceptable with the banks whose market price per share is quoted below the par value at the stock Exchange.

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

4.4 On acceptance of the bid by the Purchaser the successful bidder shall be required to furnish Performance Bond / Bank Guarantee issued by scheduled Bank of Pakistan or a branch of foreign bank operating in Pakistan, except NIB & Summit Bank preferably from following banks:

i.	Allied Bank,	vi.	Askari Bank,	x.	Bank Al-Habib,
ii.	Bank Alfalah,	vii.	Dubai Islamic Bank,	xi.	Faysal Bank,
iii.	Habib Bank Ltd.,	viii.	Habib Metropolitan Bank,	xii.	Meezan Bank Ltd.,
iv.	MCB Bank,	ix.	National Bank of Pakistan,	xiii.	Standard Chartered Bank
v.	United Bank Ltd ,				

for an amount equivalent to 10 % of the Contract value for the required Services in Pakistan Currency as per Annexure-C.

5. The Purchaser does not take any responsibility for collecting the bids from any Agency. Your authorized representative may attend the Tender opening if desired. The request for extension of closing date and time shall not be entertained and tender received after closing time or date shall be returned to Bidder unopened.
6. The Purchaser reserves the right to increase or decrease the quantities / Scope of Work and accept or reject any or all bids or cancel any or all items at anytime without assigning any reasons thereof.
7. The Purchaser reserves the right to have the items inspected by its own representatives or through third party, wherever applicable.
8. It must be indicated in the offer that the quotation fully conforms to Technical Specifications and Terms & Conditions of the Tender Enquiry.
9. **TIME AND PLACE FOR SUBMISSION OF BIDS.**
Bids must be delivered / dropped in the tender box / OGDCL reception at time & date mentioned in Press Tender Notice” at the following address:-

Manager (SCM) Services

10. OPENING OF BIDS

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

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

12. TWO ENVELOPE BIDDINGS

- i. Bids against this tender are invited on **Single Stage Two Envelope Bidding Procedure**; therefore, the bidders shall submit original and copy of their Technical and one original Financial bid.
- ii. Tender Annexure to be added in both the bids; UN-Priced with technical Bids & Priced with Commercial Bids.
- iii. Both the bids shall be submitted simultaneously in separate sealed inner and outer envelopes. The envelope containing Technical Bid must be marked clearly "**Technical Bid**" and containing Financial Bid must be marked clearly "**Financial Bid**" along with indication on the envelopes as "ORIGINAL" and "COPY".

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

14. The Financial Bid must be complete in all aspects and comparable. Conditional Prices and/or Prices mentioned other than Rate Format/Financial Evaluation Criteria, may not be accepted. In case, the Bidder is not charging any rate and/or the rates are not applicable, Zero (0) must be clearly mentioned.

15. The contract / service order will remain valid till completion of job / period specified in Terms of Reference (TOR) at Annexure "A". Any extension in validity of contract / service order will be subject to written mutual consent of both the parties.

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

17. No alternation in OGDCL's uploaded tender documents is allowed. Any attempt for alteration/amendment in the tender documents may lead to disqualification of the bidder.

18. The Bank Guarantee, in any form, issued by NIB and SUMMIT Banks shall not be accepted.

Manager (Services)
Oil & Gas Development Company Limited
Phone: 0092-51-92002 3780

INSTRUCTIONS TO BIDDER

1. PROSPECTIVE BIDDERS SHOULD PARTICULARLY NOTE THAT:

- 1.1 Each bid valid for minimum **180 days** from the date of opening of the bids must be accompanied by a Bid Bond in the form of a cash deposit, a Bank Draft or a Bank Guarantee issued by scheduled Bank of Pakistan or a branch of foreign bank operating in Pakistan for an amount mentioned in Annexure "A" and valid for **210 days** from the date of opening of bids. The Bank Guarantee will be issued by a scheduled Bank in accordance with the format as per Annexure-B of the tender Documents.
- 1.2 Bid Bonds through fax shall not be acceptable.
- 1.3 On acceptance of Bid by the purchaser, the successful Bidder shall, within 15 days of the receipt of Letter of Intent (LOI) furnish an acceptable performance Bond/Bank Guarantee for an amount equivalent to 10% of the total contract value in US\$ or equivalent in Pak Rupees, issued by Pakistani Scheduled Bank or Branch of a Foreign Bank operating in Pakistan in accordance with the Format at Annexure-C.
- 1.4 The Terms and Conditions form an integral part of Tender Enquiry and must be taken into consideration before submitting your quotation.
- 1.5 The Purchaser does not take any responsibility for collecting the Bids from any Agency. Your authorized representative may attend the Tender Opening if desired. The requests for extension of closing date and time shall not be entertained and tender received after closing time or date, shall not be accepted and returned to Bidders unopened.
- 1.6 The purchaser reserves the right to increase or decrease the quantities /scope of work to a reasonable percentage and accepts or rejects any or all bids or may cancel any or all items at any time without justifying any reasons therefore. The Company shall however upon request communicate to any participate bidder, the grounds for its rejection, but is not required to justify these grounds.

2. The bidding documents comprise of the following:-

- a) Instructions to Bidders
- b) Terms of Reference / Scope of Work, (Annexure-A)
- c) Format of Bid Bond (Annexure-B).
- d) Format of Performance Bond/ Bank Guarantee (Annexure-C)
- e) Format of Bidding Form(Annexure-D)
- f) Integrity and Ethics Declaration (Annexure-E)
- g) Draft Contract /Draft Service Order (Annexure-F)
- h) Confidentiality Agreement (Annexure-G)
- i) Affidavit for Not Black Listing (Annexure-H)

3. TIME AND PLACE FOR SUBMISSION OF BIDS

Sealed Bids in duplicate as per clause-18 of Instructions to bidders given in this document must be delivered / dropped in the office detailed as per time and date given at Clause-34.

4. OPENING OF BIDS

Bids will be opened at OGDCL House, Islamabad, as per time and date given at Clause-34.

5. **PREPARATION OF PROPOSAL**

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

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

(i). Requested information/ sheets, in full with reference to the instructions given in **Terms of Reference/ Scope of Work** at Annexure-**"A"**.

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

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

(iv). Unpriced draft agreement.

(v). Unpriced copy of financial bid.

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

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

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

Financial Proposal: Financial Proposal should contain:

- (i) This tender document, duly signed and stamped by the bidder.
- (ii) Duly filled in "Format for Rates" in accordance with instructions given in **Terms of Reference /Scope of work (TOR)** at (Annexure-"A").

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

BID PRICE:

- Bid price shall be inclusive of all taxes, duties, levies, and charges (specifically inclusive of provincial Sales Tax on services).

- a. The prices should be quoted in the bid proposal in Pak Rupees
 - b. The prices charged by the successful bidder (contractor) for required services shall not vary from the prices quoted by the service company.
- 6. COST OF BIDDING.**
The bidder shall bear all costs associated with the preparation and submission of his bid and OGDCL will in no case be responsible or liable for those costs, regardless of the outcome of the bidding process.
- 7. ADDITIONAL SERVICES**
Contract price will be subject to adjustment as a result of addition/reduction in scope of work. However, unit price quoted for such work shall be used as base price for computation of final invoice. Contractor should take approval for such changes in writing from OGDCL. Rates and quantum of any additional job, not covered in the scope of work shall be subject to approval of OGDCL.
- 8. UNSKILLED LABOUR**
Unskilled labor for handling tools and equipment's will be on account of bidder.
- 9. LANGUAGE OF BIDDING**
The bid must be prepared and submitted in the English language. Supporting documents and printed literature furnished by the bidder with the bid may be in another language as long as they are accompanied by an English translation of the pertinent passages. For the purpose of interpretation of the Bid, the English language shall prevail.
- 10. BID VALIDITY.**
- 10.1 The Bid shall remain valid and open for acceptance for a period of **180 days** from the specified date of tender opening.
 - 10.2 In exceptional circumstances prior to expiry of the original bid validity period, the bidder may be requested in writing for an extension of the period of validity. A bidder agreeing to such request will not be permitted to modify his bid.
- 11. ALTERNATIVE BIDS.**
- 11.1 In the event that the bidders submit an Alternative bid(s) whether in whole or against any of the items, a group of sub group, in addition to its Main Bid, the bids must be marked as "**Main Bid**" and "**Alternative Bid**". Alternative Bids which don't conform to the specifications may be submitted. However, only the Alternative bid of the Bidder whose Main Bid is the lowest evaluated bid will be considered.
 - 11.2 A Bidder, who wishes to have its Alternative bid(s) considered on an equal basis with all other (Main) bids, must submit a Bid Bond for each Alternative bid. An Alternative bid must be submitted in a sealed envelope clearly marked "Alternative Bid", separate from the Main bid.
- 12. BID BOND.**
- 12.1 The bidder shall furnish with the **Technical bid proposal**, as part of his bid, a bid bond for an amount of US\$ /Pak Rupees (*mentioned at Clause-31*).
 - 12.2 The Bid Bond can be submitted in the form of a cash deposit receipt (CDR), a Bank Draft, etc. Bank Guarantee issued by scheduled Bank of Pakistan or a branch of foreign bank operating in Pakistan is acceptable, except NIB & Summit Bank or **the banks whose market price per share is quoted below the par value at the stock Exchange**, for an amount mentioned in Clause#31 and valid for 210 days

from the date of opening of bids. The Bank Guarantee will be issued by a scheduled Bank in accordance with the format as per Annexure-B of the tender Documents.

- 12.3 Any bid not accompanied by the requisite Bid Bond is likely to be declared non-responsive. The bid bond of unsuccessful bidders will be returned. The bid bond of the successful bidder shall be discharged after he has executed the contract.
- 12.4 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:
- 12.4.1 Withdraw their bid during bid validity.
OR
- 12.4.2 Fails to provide performance bond/or advance bank guarantees.
OR
- 12.4.3 Submit forged document in support of their bid.
OR
- 12.4.4 Fails to execute contract as per terms of contract.
OR
- 12.4.5 Fails to supply the short/wrong shipped items

Note:

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

Non submission of bid bond of required value by the bidders shall summarily result in disqualification of their bid.

13. AMENDMENT OF BIDDING DOCUMENTS.

- 13.1 At any time prior to the deadline for submission of Bids, OGDCL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by amendment.
- 13.2 The amendment shall be part of the Bidding Documents, and will be notified in writing through fax or letter to all prospective bidders who have received the Bidding Documents, and will be binding on them.

14. CLARIFICATION(s) / QUERIES OF TENDER

The bidders are expected to carefully examine all instructions, forms and specifications in the Bidding Documents. Any bidder in doubt as to the exact meaning or interpretation of any part of the Bidding Documents should immediately seek clarification in writing from;

**Manager (SCM) Services
Oil and Gas Development Company Ltd,
Jinnah Avenue, Islamabad, Pakistan
Phone #. 0092-51-92002 3780/ 3652
Email: ejaz_rizvi@ogdcl.com**

For requests of all clarifications in regard to the information contained in Tender Documents made over the telephone shall not be entertained. All inquiries about the tender made to

OGDCL and OGDCL's response will be made known to other bidders without disclosing identity of the bidder who made the enquiry.

15. CONTRADICTIONS, OBSCURITIES AND OMISSIONS

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

16. DEADLINE FOR SUBMISSION OF BIDS.

- 16.1 The original bid, together with the required copies must be delivered to OGDCL at the address specified in clause-18, not later than the time and date specified under Clause-34
- 16.2 OGDCL may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause-13, in which case all rights and obligations of OGDCL and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 16.3 Bids will be opened in presence of the bidder's representative who chooses to attend the bid opening at the time and date mentioned in the Tender Notice or on the extended date with reference to clause - 16.2.
- 16.4 The envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "LATE".
- 16.5 If the envelopes are not marked as instructed below, OGDCL will assume no responsibility for the misplacement or premature opening of the bid.
- 16.6 In case due date bids opening falls on holidays, the bid will be opened on next working day.

17. MODIFICATIONS AND WITHDRAWAL OF BIDS.

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

18. SEALING, MARKING AND TRANSMISSION OF THE BID

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

(a) Bid against TENDER ENQUIRY NO. (Mention from Clause-34).

Do not open before (Mention from Clause-34) Hours (PST) of Bid opening date (Mention from Clause-34).

TECHNICAL PROPOSAL

(Mention from Clause-34)

Manager (SCM) Services

OGDCL House, Jinnah Avenue, Islamabad.

Ph.: # 051-920023652, Fax # 051-9207530

(b) Bid against TENDER ENQUIRY NO. (Mention from Clause-34)

Do not open before (Mention from Clause-34)

Hours (PST) of Bid opening date: (Mention from Clause-34)

FINANCIAL PROPOSAL

(Mention from Clause-34)

Manager (SCM) Services

OGDCL House, Jinnah Avenue, Islamabad.

Ph.: # 051-920023652 Fax # 051-9207530

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

18.3 In addition you should advise by fax to OGDCL of the dispatch of your proposal.

19. LATE BIDS

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

20. BID OPENING

The Bid shall be opened publicly in the Procurement Department of OGDCL by the Tender Opening Committee in the presence of Bidder's representatives who choose to attend the bid opening at the time and date specified at Clause-34 or on the extended date with reference to clause- 16.2 above.

21. EVALUATION OF PROPOSALS.

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

22. CRITERIA FOR SUMMARY REJECTION.

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

22.1 The Bid must be prepared in the English Language.

22.2 The Bid must be unconditionally valid for **180 days** from the date of Bid Opening.

22.3 The Technical bid must be accompanied with the duly signed and stamped "**Bidding Form**" given at Annexure "**D**" of the tender documents without any exception/ deviation.

22.4 Bids should not be submitted in the form of Telex or Telegram.

22.5 Bid must reach before as mentioned in the Tender Notice or as per clause-16.

22.6 Technical Bid must be accompanied by a **bid bond** as specified in Clause – 12.

22.7 Direct fax bid shall not be acceptable. However, fax bid in sealed envelope confirming all other formalities as stated above will be acceptable provided original bid is received by OGDCL within 07 days of the Bid Opening Date failing which such bid will be considered non-responsive.

22.8 The bid proposal should essentially include C.Vs of the professionals expected to be deployed for the job (if required).

22.9 The Purchaser will evaluate and compare only the substantially responsive bids.

22.10 Bids determined to be substantially responsive will next be checked for any material error in computation.

22.11 Technical bid must be accompanied by Affidavit (Annexure-F) for Not Black Listing. The procedure of Black Listing is available at OGDCL website at following link:
<http://ogdcl.com/uploads/tender/BlackListingProcedure.pdf>

23. CLARIFICATION OF BIDS.

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

24. ELIGIBILITY AND QUALIFICATION REQUIREMENTS

24.1 To be eligible for award of contract, bidders shall have to provide satisfactory evidence to OGDCL of their eligibility, capability and adequacy to carry out the contract effectively up to the end. All bids submitted shall include updates of the information on technical capability and firm's history that includes experience, list of similar projects carried out as per requirement of the Scope of work / TOR.

24.2 Proof of requirements mentioned in Para 24.1 must be submitted by the bidder along with the bid.

24.3 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements:

24.3.1 The bids, and in case of a successful bid, a Form of Agreement shall be signed so as to be legal binding on all partners.

24.3.2 One of the partners shall be nominated, as being in charge and its authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.

24.3.3 The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract including payment shall be done exclusively with the partner in charge.

24.3.4 All partners of the joint venture shall be jointly and severally responsible for the execution and completion of the contract in accordance with the contract terms and conditions. A relevant statement to this shall be included in the authorization mentioned under clause-24.3.2 as well as in form of bid and the form of

24.3.5 Agreement (in case of successful bid). A copy of the agreement entered into the joint venture partners shall be submitted with the bid.

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

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

26. GENERAL TERMS AND CONDITIONS.

26.1 After opening the bids, OGDCL will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.

26.2 OGDCL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required experience certificates/evidence, sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

26.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figure, the amount in words shall prevail.

- 26.4 A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviation. A material deviation is one which being inconsistent with the Bidding Documents, affects in any substantial way the scope, instruction to Bidders, quality or prescribed completion schedule or which limits in any substantial way, OGDCL's right or the bidders' obligation under the Contract.
- 26.5 A bid determined to be non-responsive will be rejected by OGDCL and shall not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 26.6 OGDCL 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 any Bidder.
- 26.7 To assist in determining a bid's responsiveness the Bidder may be asked for clarification of his bid. The Bidder is not permitted, however, to change bid price or substance of his bid.
- 26.8 The evaluation of the bids will take into account, in addition to the bid price, the following factors:
- a) Reliability and efficiency of the offered Service.
 - b) Financial standing of the supplier.
- 26.9 The award of the Contract/Service Order shall be made to the Bidder whose bid has been determined to be the lowest evaluated bid as per bid evaluation criteria and weightage given to technical and financial proposal, after considering all factors and who meets the requisites of Schedule of Requirement (Scope of Work/Bid Format).
- 26.10 The purchaser shall notify by fax/letter, the successful bidder of its intent to enter into a contract. The contract shall be executed only after all necessary management/Governmental approvals have been obtained.
- 26.11 The bidders may lodge a written complaint for redressal of their grievances and disputes to Committee for Redressal of Grievances & Settlement Dispute within fifteen (15) days of the placement of the Technical Evaluation Report on the web.

27. PERFORMANCE BOND / BANK GUARANTEE

- 27.1 Within fifteen (15) days of receipt of the notification of contract award, the successful bidder shall furnish to OGDCL, the Bank Guarantee / Performance Bond for an amount equivalent to 10% of contract value as per specimen at "Annexure-**C**".
- 27.2 The bank guarantee / performance bond shall remain valid and in full force and effect during validity of the contract.
- 27.3 The validity of Bank Guarantee / Performance Bond shall be extended by the contractor if the completion of contract is delayed, whether in whole or in part.
- 27.4 The cost incurred for establishing the Bank Guarantee / Performance Bond or any extension thereof shall be to the account of the contractor.
- 27.5 The Bank Guarantee / Performance Bond will be discharged after completion of the contract.
- 27.6 Performance bond can be submitted in the form of a cash deposit receipt (CDR), a Bank Draft, etc. Bank Guarantee issued by scheduled Bank of Pakistan or a branch of foreign bank operating in Pakistan is acceptable, except NIB & Summit Bank or **the banks whose market price per share is quoted below the par value at the stock Exchange**. The Bank Guarantee must be as per format attached at Annexure-"**C**".
- 27.7 The proceeds of the Performance Bond shall be payable to the company (OGDCL) as compensation for any loss resulting from the contractor's failure to complete its performance obligations under the contract.

28. EMPLOYMENT OF PAKISTANI NATIONALS:

- 28.1 The Contractor will be required to employ Pakistani Qualified & experienced nationals in its operation if available. In order to employ the expatriate professionals

if needed, the contractor will ensure that all out efforts have been exhausted to employ Pakistani qualified nationals. Unskilled workers if needed for the operation will be hired from the area where the operation is being performed.

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

29. SIGNING OF CONTRACT

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

30. SOURCE OF FUNDS.

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

31. AMOUNT OF BID BOND

Amount of bid bond referred to in Clause-12 of Instruction to Bidders, and Annexure-“B” of this tender enquiry shall be **PKR: 30,000/- (Pak Rupees Thirty Thousand Only)**.

32. DEADLINE/ TIME AND PLACE FOR SUBMISSION OF BIDS (REFER CLAUSE-34 OF INSTRUCTIONS TO BIDDERS):

Sealed bids as per Clause-18 of Instructions to bidders of this tender enquiry must be delivered / dropped in the office detailed therein until **1030 Hours** Pakistan Standard Times (“PST”) on **October 09, 2018.**

33. OPENING OF BIDS (REFER CLAUSE-34 OF INSTRUCTIONS TO BIDDERS).

Bids will be opened at **1100 Hours** (“PST”) on **October 09, 2018** at OGDCL House, Islamabad, Pakistan.

34. SEALING, MARKING AND TRANSMISSION OF THE BID (REFER CLAUSE -18 OF INSTRUCTIONS TO BIDDERS).

34.1 Your detailed “Technical Proposal” and “Financial Proposal” should be submitted in one original and one copy of each in separate envelopes. The envelopes containing Technical and Financial Proposals shall be properly sealed, stamped and marked as follows:-

(a) Bid against TENDER ENQUIRY NO. PROC-SERVICES/LCB/HSEQ-4025/2018

Do not open before 1100 Hours (PST) of Bid opening date: **October 09, 2018**

TECHNICAL PROPOSAL

HIRING OF SERVICES FOR INDOOR AIR QUALITY MONITORING OF OGDCL HOUSE

Manager (SCM) Services

OGDCL House, Jinnah Avenue, Islamabad.

Ph.: 051-920023652, Fax # 051-9207530

(b) Bid against TENDER ENQUIRY NO. PROC-SERVICES/LCB/HSEQ-4025/2018

Do not open before 1100 Hours (PST) of Bid opening date: **October 09, 2018**

FINANCIAL PROPOSAL

HIRING OF SERVICES FOR INDOOR AIR QUALITY MONITORING OF OGDCL HOUSE

Manager (SCM) Services

OGDCL House, Jinnah Avenue, Islamabad.

Ph.: 051-920023652, Fax # 051-9207530

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

34.3 In addition you should advise by fax to OGDCL of the dispatch of your proposal.

35. Material Deficiencies which will lead to disqualification

- (i) Failing to get minimum qualifying marks in the technical evaluation
- (ii) Reflect or demand of deviation from TOR of this Tender Enquiry will lead to disqualification.