<u>Bid bond and Bid Validity.</u>;-Pursuant to tender clause # 2.2, 11.4, 13 & 35.3.2, bid(s) must be accompanied by an upfront bid bond in the form of pay order/ demand draft or bank guarantee issued by scheduled bank of Pakistan or a branch of foreign bank operating in Pakistan, for an amount of US\$ 7,500/- (US\$ Seven thousand five hundred only) or equivalent Pak Rupees, with technical bid and valid for 150 days from the date of opening of the bids. The bank guarantee must be issued in accordance with the format as per Annexure-C of the tender documents.

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- 2. <u>Shipment from ACU member Countries</u>: In case of shipment from ACU member countries, the LC beneficiary should be of that particular country from where the consignment is being shipped.
- 3. <u>Terms and conditions</u>:-Bidders are advice to carefully read all the terms and conditions of the Tender Document available at OGDCL web site in the master tender document.
- 4. <u>Summary rejection criteria</u>: The summary rejection criteria at clause 35 of the tender document may also be examined carefully. Any bid not meeting the criteria spelled in the clause # 35 shall be summarily rejected without any right of appeal. The detailed tender document is available on OGDCL website as" **Master set of tender document-Foreign**".
- 5 Payment Terms: Clause No: 3 of Section-III (Part-B) i.e. Conditions of Contract "Special" of Tender Document has been amended and following will be the payments methods.
 - i. <u>Tender value less than or equal to US\$ 200,000:-</u>Payment to the Contractor/ bidder in foreign currency shall be made by establishing in favor of the Contractor an irrevocable Letter of Credit (hereinafter called the L/C). 70 % Payment (s) under the L/C will be made for the FOB/ CFR / CPT (as the ca se may be) price of material of each shipment upon submission of the shipping documents. Balance 30% Payment will be released after receipt, inspection and acceptance of material.
 - ii. <u>Tender value more than US\$ 200,000:</u> Payment to the Contractor/ bidder in foreign currency shall be made by establishing in favor of the Contractor an irrevocable Letter of Credit (hereinafter called the L/C). 80 % Payment (s) under the L/C will be made for the FOB/ CFR / CPT (as the case may be) price of material of each shipment upon submission of the shipping documents. Balance 20% Payment will be released after receipt, inspection (in addition of pre-shipment inspection) and acceptance of material.

<u>Procurement of Overhauling Spares for Mud Pumps</u> (Model: FA/FB-1600, Make: National Oil well Varco).

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Terms and Conditions for the Bidders.

- 1. Offered spares are required for Mud Pumps (Model: FA/FB-1600, Make: National Oil well Varco).
- 2. Bidder should be OEM (National Oil well Varco) and if bidder is not OEM then bidder to provide authority letter of OEM or its authorized dealer / distributor in original with technical bid against this tender enquiry (scanned copy will not be accepted).
- 3. Bidder must provide confirmation on the OEM or their authorized dealer / distributer letter head that the offered spares are new, genuine, unused and free from all manufacturing defects with technical bid.
- 4. Standard OEM warranty is required for the offered spares against defects in performance, material and workmanship and such warranty must be provided with the technical proposal.
- 5. Bidder to quote spares with complete description, part number, quantity, unit price & extended price for each item separately.
- 6. In case, the bidder offers spares with superseded / replaced part numbers, it should be clearly mentioned in the technical / financial bid and a certificate of OEM or their authorized dealer / distributer be provided to confirm that the spares supplied with new part numbers are 100% exact replacement (i.e. 100% compatible in design, dimensions and function / performance) to the spares having part numbers as mentioned in the Schedule of Requirement.
- 7. Parts must be in original OEM Packing.
- 8. Pre shipment inspection of the consignment (If required) will be carried out by OGDCL nominated third party inspectors at the supplier's premises at OGDCL's cost. Time and venue of pre-shipment inspection to be intimated by the supplier at least three (03) weeks before shipment.
- 9. Intimation to OGDCL for carrying out third party inspection should be given by the supplier before packing and when full material is ready for inspection. In case of partial inspection due to non-availability of the material at the supplier's premises, cost for subsequent visits of the third party inspectors will be on account of the supplier.
- 10. For pre-shipment inspection skilled manpower will be provided by the supplier for assistance (if needed) and arrangement for inspection of the spares will also be made by the supplier.
- 11. OGDCL may increase or decrease the quantity of the offered spares as per its own requirement.
- 12. Delivery period will be 90 days after LC establishment.

Note: Above mentioned terms and conditions are integral part of indent.

ARY 23/5/018