



HYDROCARBON DEVELOPMENT INSTITUTE OF PAKISTAN

TENDER DOCUMENT

**FOR THE SUPPLY OF METAL CANS/TIN CONTAINERS FOR POL SAMPLING
E-PAK Acquisition and Disposal System (EPADS)**

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TENDER NOTICE FOR METAL CANS/TIN SAMPLE CONTAINERS

The Hydrocarbon Development Institute of Pakistan (HDIP) invites electronic bids on a F.O.R basis using a “single stage – two envelope procedure” from original manufacturers or authorized distributors/suppliers. Bidders must be registered with Income Tax and Sales Tax authorities, and be filers for the financial year 2024-25 for the supply of METAL CAN/TIN containers for POL Sampling.

2. E-bidding documents, including detailed terms and conditions, specifications, and requirements, are available for registered bidders on EPADS at eprocure.gov.pk and the HDIP website at hdip.com.pk.

3. Manual bids shall not be accepted. In case of any technical difficulty in using EPADS, prospective bidders may contact the PPRA Team, Director MIS Room No. 109, 1st Floor, FBC Building Sector G-5/2, Islamabad. Contact Number: 051-111-137-237.

4. Electronic bids must be prepared according to the instructions in the bidding documents and submitted through EPADS on or before **October 14, 2024 (Monday) at 11:30 am**. Original bid security instruments must be submitted to the undersigned before the closing hours of the bid submission date and time. Bids will not be opened if the original bid security is not received. Electronic bids will be opened the same day at 12:00 noon (30 minutes after the deadline) through EPADS in the presence of the Procurement Committee and bidders who want to participate.

5. If the opening date is declared a public holiday by the Government or in case of network/internet issues, the next working day shall be deemed the date for submission and opening of tenders at the same time and place.

6. The Institute reserves the right to accept or reject any tenders or annul the entire bidding process under PPRA Rules 2014, Clause 33(1).

Note: All bidders must register their firms/companies on the e-Pak Acquisition and Disposal system (e-PADS). For registration, firms/companies may contact the PPRA Team Director MIS Room No. 109, 1st Floor, FBC Building Sector G-5/2, and Islamabad. Contact Number: 051-111-137-237.

Superintendent (Admin) Hydrocarbon Development Institute of Pakistan
(Operations Office, Plot No. 18, Street No. 6, H-9/1, Islamabad)
Phone: 051-9265234
Email: masoodkhan.hdip@gmail.com
Website: www.hdip.com.pk

TERMS AND CONDITIONS

1. INTRODUCTION

The HDIP invites electronic bids from eligible bidders under the “single stage two envelope bidding system” (i.e., Technical and Financial Bids in separate uploads on PPRA EPADS under Rule-36(b) of Public Procurement Rules, 2004) for the supply of METAL CAN/TIN containers for POL Sampling.

2. INSTRUCTIONS TO BIDDERS

1. General Instructions:

- Prospective bidders should carefully read all terms and conditions in the Tender Documents before submitting their bids.
- Bidding documents, including specifications, are available on EPADS at eprocare.gov.pk. Bids must be submitted online only. No manual bids will be accepted.
- Modifications to the bidding document may be issued in response to clarifications requested by bidders or when deemed necessary by the Procuring Agency. Amendments will be communicated on EPADS, PPRA, and HDIP websites.
- The Procuring Agency reserves the right to adjust quantities, inspect items via its representative or third party, or reject any or all bids without assigning a reason.
- Bidders must examine all instructions, forms, terms, and specifications in the Bidding Documents. Incomplete submissions or non-responsive bids will be rejected.
- Blacklisting procedures will be followed as per PPRA rules for any bidders or firms engaged in fraudulent or corrupt practices.
- The contract for this tender will be awarded on a lot-wise basis.

2. Bid Preparation:

- Bids should be submitted as per the “Single Stage Two Envelope” basis on EPADS.
- Bidders must submit a single package with separate technical and financial proposals, uploaded on EPADS.
- The financial proposals of technically accepted bids only will be opened publicly at a time and place announced after technical evaluation.
- Bid security in the form of a Call Deposit Receipt (CDR) or Pay Order in the name of “**General Manager, HDIP Operations Office, Islamabad**” must be submitted by the bid submission deadline.

3. Bid Price/Currency:

- Prices should be quoted in Pakistani Rupees (PKR), inclusive of all applicable taxes and duties, on a F.O.R. basis to the designated HDIP location.

4. Bid Security:

- Bid security in the form of a Call Deposit/Bank Draft/Pay Order is required: Rs. **75,400/-** for Tin Containers. The security must be uploaded on EPADS, and a hard copy submitted to the designated office before the deadline.
- Bid security will be forfeited if the bidder withdraws the bid after submission or fails to execute the supply agreement or meet delivery requirements.

5. Bid Validity:

- Bids should remain valid for 90 days from the submission deadline. HDIP may request an extension before the validity period expires.

6. Bid Submission and Opening:

- Bids must be submitted electronically via EPADS by **October 14, 2024 (Monday) at 11:30 am**. The bids will be opened the same day at 12:00 noon at HDIP's Islamabad office.

7. Late Bids:

- Bids submitted after the deadline will not be considered.

8. Modification and Withdrawal of Bids:

- No modifications are allowed after bid submission. Withdrawal of a bid after submission will result in forfeiture of the bid security.

3. BIDS OPENING AND EVALUATION

• Evaluation Criteria:

- Bids will be evaluated on responsiveness to the tender documents, technical criteria, and financial criteria.
- Only technically responsive bids will proceed to financial evaluation. Financial bids of non-responsive bidders will be returned unopened.
- The most advantageous bid (MAB) will be accepted based on the evaluation.

4. ADDITIONAL TERMS

1. Right to Increase/Decrease Quantity:

- HDIP reserves the right to adjust the quantity of items before bid acceptance.

2. Right to Cancel Procurement Process:

- HDIP may cancel the procurement process at any stage without assigning reasons.

3. Scope of Supply, Delivery Schedule, and Warranty:

- The scope of supply and detailed specifications are outlined in Annexures A to B.
- Delivery must be completed within 40 days of METAL CANS with lids after issuing of supply order.
- Warranty terms will be as per international standards.

4. Termination and Blacklisting:

- HDIP reserves the right to terminate the contract for default or blacklisting under specific conditions.

5. Performance Security Forfeiture:

- Performance security will be forfeited if the supplier fails to meet contractual obligations, including timely delivery.
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Annexure-A

Covering Letter Format

To
The
HDIP
Plot No 18, Street 6, H-9/1, Islamabad.

General
Operations

Manager,
Office,

Sub: _____

Dear Sir,

a) Having examined the tender document and Annexures/Appendices, we, the undersigned, in conformity with the said document, offer to provide the said items on the terms of reference to be signed upon the award of the contract for the sum indicated as per the financial bid.

b) We undertake, if our proposal is accepted, to provide the items/services comprised in the contract within the timeframe specified, starting from the date of receipt of notification of award from the client Department / Office.

c) We agree to abide by this proposal for the period of 90 days (as per the requirement of the Tender Document) from the date of bid opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

d) We agree to execute a contract in the form as communicated by HDIP, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.

e) Unless and until a formal agreement is prepared and executed, this proposal together with our written acceptance thereof shall constitute a binding contract agreement.

f) We understand that you are not bound to accept the lowest or any bid you may receive, nor to give any reason for rejection of any bid, and that you will not defray any expenses incurred by us in bidding.

g) We would like too clearly state that we qualify for this work as our company meets all the prerequisites/criteria indicated in your tender document.

**Authorized
with Official Seal**

Signatures

Annexure-C

Draft Agreement

NO. HDIP/Ops/5(3)/2024

FOR THE PROCUREMENT FOR THE SUPPLY OF METAL CANS/TIN CONTAINERS FOR POL SAMPLING

This agreement is executed on the __day of 2024 A.D. at Islamabad, Pakistan between Hydrocarbon Development Institute of Pakistan, having its Office at Plot No.18, Street-6, H-9/1, Islamabad Pakistan represented by its Director - HDIP, hereinafter called the “**HDIP**” which expression, where the context so permits, shall include its successors and assigns of the **FIRST PARTY**;

AND

M/S [Name of the Supplier], (a sole proprietary firm/a registered firm/private limited company), having its registered office at [Supplier’s Address], represented by Mr. [Name of Representative], hereinafter referred to as the “Supplier”, which expression, where the context so permits, shall include its successors and assigns of the **SECOND PARTY**.

WHEREAS, the Second Party was declared the successful bidder as per Bid No. [Technical Bid No.] Dated _____ (Technical Bid) and Bid No. [Financial Bid No.] Dated _____ (Financial Bid) against HDIP’s Tender Enquiry No. ***HDIP/Ops/5(3)/2024*** for the supply of required metal cans/tin containers for POL sampling and other store items (chemicals, glassware, and CRM).

NOW, THEREFORE, the Second Party agrees to supply the metal cans/tin containers for POL sampling in accordance with the Contract Documents, including all specifications, terms, and conditions outlined therein.

The supply shall be made to HDIP’s laboratories at Islamabad or any other designated stations as specified in the Scope of Supply (Appendices A to BCD) attached hereto, in the quantities and within the timelines stipulated in the contract.

AGREEMENT

NO.

HDIP/Ops/5(3)/2024

FOR THE PROCUREMENT OF METAL CANS/TIN CONTAINERS FOR POL SAMPLING

This agreement is executed on the ___ day of _____, 2024 A.D., at Islamabad, Pakistan.

BETWEEN

Hydrocarbon Development Institute of Pakistan (HDIP), having its office at Plot No.18, Street-6, H-9/1, Islamabad, Pakistan, represented by its General Manager (Ops.) Islamabad HDIP, hereinafter referred to as the "HDIP", which expression, where the context so permits, shall include its successors and assigns of the FIRST PARTY;

AND

M/S [Name of the Supplier], (a sole proprietary firm/a registered firm/private limited company), having its registered office at [Supplier's Address], represented by Mr. [Name of Representative], hereinafter referred to as the "Supplier", which expression, where the context so permits, shall include its successors and assigns of the SECOND PARTY.

Annexure-D

Hydrocarbon Development Institute of Pakistan

CONDITIONS OF CONTRACT

1.0 DEFINITIONS

1.1 Terms

- a) **“HDIP”** means the Hydrocarbon Development Institute of Pakistan, the organization acquiring services/goods.
- b) **“Applicable Law”** means the laws and any other legal instruments having the force of law in the Islamic Republic of Pakistan, as issued and in force from time to time.
- c) **“Contract”** means the agreement entered into between the First Party and the Second Party, signed by both parties, including all enclosures, annexures, appendices, attachments, and documents incorporated by reference therein.
- d) **“Contract Price”** means the price payable to the Second Party under the agreement for the full and proper performance of their contractual obligations.
- e) **“FOR”** has the meaning assigned to it under the International Rules for the Interpretation of Trade Terms (INCOTERMS).
- f) **“Above Mentioned Items”** refers to the supply of tin containers and other store items which the Second Party is required to supply/provide to the First Party under the agreement.
- g) **“First Party”** means the Hydrocarbon Development Institute of Pakistan, the organization purchasing the goods.
- h) **“Second Party”** means the firm or company supplying the goods/equipment under the agreement.

2.0 PATENT RIGHTS

2.1: The Second Party shall indemnify and hold the First Party harmless against all third-party claims for infringement of patents, trademarks, or industrial design rights arising from the use of the goods or any part thereof.

3.0 APPLICABLE LAW

3.1: The agreement shall be interpreted in accordance with the laws applicable in the Islamic Republic of Pakistan. In the event of any suits or legal cases, the courts of Islamabad shall have exclusive jurisdiction.

4.0 PRICES AND PAYMENTS

4.1 The Second Party will be paid in Pakistani Rupees (PKR).

4.2 Payment of 100% of the contract price shall be made upon completion of supply.

5.0 TAXES AND DUTIES

5.1 The Second Party shall be entirely responsible for all taxes, duties and other such levies imposed within and outside Pakistan on goods/equipment and services being supplied/provided.

6.0 DELAYS IN THE SUPPLIER'S PERFORMANCE

6.1 The delivery of items such as the Metal Tin Containers with Lids and the performance of related services shall be the responsibility of the Second Party, in accordance with the delivery schedule specified in the Agreement.

6.2 An unexcused delay by the Second Party in fulfilling its delivery obligations shall render the Second Party liable to any or all of the following sanctions:

- Forfeiture of performance security.
- Imposition of liquidated damages.
- Termination of the Agreement for default.
- Procurement of the items at the risk and expense of the Second Party.
- Blacklisting of the firm.

7.0 LIQUIDATED DAMAGES IN CASE OF DELAY

7.1 If the Second Party fails to deliver any or all of the specified items or does not perform the services within the time period(s) specified in the Agreement, the First Party shall, without prejudice to its other remedies under the Agreement, deduct from the Contract Price, as liquidated damages, a sum equivalent to one-tenth of one percent (0.1%) of the Contract Price for each day of delay. The liquidated damages to be paid by the Second Party to the First Party on account of delay in delivery of equipment shall not exceed 5% of the Contract Price. Once the maximum is reached, the First Party may consider termination of the Agreement and initiation of other actions.

8.0 TERMINATION FOR DEFAULT

8.1 The First Party may, without prejudice to any other remedy for breach of Agreement, terminate the Agreement by written notice of default sent to the Second Party and initiate further action(s) if:

- The Supplier fails to deliver any or all the equipment within the time period(s) specified in the Agreement or any extension thereof granted by HDIP/First Party.
- The Second Party continuously fails to perform any or all other obligation(s) under the Agreement.

9.0 FORCE MAJEURE

9.1 In the event of either party being rendered unable, wholly or in part, by Force Majeure circumstances to carry out its obligations under this Agreement, then upon such party giving notice, full particulars, and satisfactory evidence of such Force Majeure circumstance(s) relied upon, the obligations of the party giving such notice shall be suspended for the duration of the Force Majeure, but for no longer. The term 'Force Majeure' shall mean acts of God or public enemy, civil insurrection, fires, floods, earthquakes, or other physical disasters, government orders or requests, blockades, or embargoes. However, strikes, lockouts, shortages or non-availability of raw materials, rains, disturbances, labor disputes, or port congestion shall not be covered under "Force Majeure".

9.2 During the established period of Force Majeure, neither the Second Party shall be entitled to payment nor shall the First Party impose penalties as stipulated under this Agreement. If Force Majeure contingencies last continuously for more than one month, both parties shall agree on necessary arrangements for the further implementation of the Agreement. If further implementation is unforeseeable and impossible, both parties shall arrange for the termination of the Agreement, without prejudice to rights and obligations prior to such termination, with the understanding that each party shall fulfill its contractual obligations as far as they have fallen due before the Force Majeure event.

10.0 RESOLUTION OF DISPUTES

10.1 In case of any dispute arising out of the Agreement between the parties, the matter shall be referred to the Secretary, Ministry of Energy (Petroleum Division), Government of Pakistan, who shall act as the Sole Arbitrator. The decision of the Arbitrator shall be final and binding on both parties and shall not be challenged in any Court of Law.

Annex-E:

Specifications for Metal/Tin Containers with plastic Cap

S.No	Items	Description
1	Metal/Tin Container	1. Containers should not have internal pockets or dead spots
		2. Should be manufactured by punching, not welding.
		3. Inside containers must add Quick Glue and Liner compound to prevent leakage and contamination
2	Caps	1. Caps must be of good quality, clean, and free of holes and loose bits.
		2. Caps made of good quality plastic that will not deteriorate or contaminate petroleum products.

Specifications of Metal/Tin Containers for POL Sampling

Capacity	Weight	Length	Width	Height	Gauge	Quantity
2.0 liter	250 grams (approx.)	6.5"	4"	4.8"	24 mm	13000
1.0 liter	140 grams (approx.)	6.5"	4"	3.5"	24 mm	500

Delivery Locations and Quantities of Metal/Tin Containers:

- **Islamabad Office:** 1,500 units
- **Peshawar Office:** 1,500 units
- **Multan Office:** 4,500 units (4000 tin 02 liters & 500 tin 01 liter)
- **Karachi Office:** 5,000 units
- **Lahore Office:** 1,000 units

Note: Sample of Container/Tin must be required at the time of technical opening.

Annex-F:

SPECIMEN CONTRACT AGREEMENT

(Procurement of Metal Cans/Tin Containers for Sampling of POL Products from OMCs Depots/Terminals)

This contract agreement is made on the ____ day of ____, 2024, at Islamabad between, on the one hand, HDIP Islamabad Operations through the Admin office, hereinafter called "The Client," and on the other hand, M/s. _____, hereinafter called "The Contractor." The expressions of the client (HDIP) and the contractor/firm shall include their representatives, heirs, successors, and administrators.

1. **Contract** **Duration**
This contract is made for a period of _____ days commencing from the date of _____ for the procurement of Metal cans/Tin containers for sampling of POL products from OMCs Depots/Terminals (as per the description and specification provided in tender/bid documents dated **October 14, 2024 (Monday)**).
2. **Scope** **of** **Work**
The contractor shall provide Metal/Tin containers as per the instructions/scope of work attached with the tender documents to the entire satisfaction of the client.
3. **Quality** **of** **Material**
The contractor shall use up-to-standard materials/parts in the manufacturing of Metal/Tin Containers. No substandard parts/materials will be allowed. If substandard materials/parts are used, the cost of such parts/materials will be deducted from the contractor's bill/invoice, and the required up-to-standard materials/parts will be provided at the contractor's expense.
4. **Quantity**
The contractor will provide 13,500 Metal/Tin Containers.
5. **Service** **Compliance**
The contractor shall provide services as per the scope of work given in the Bid Documents. Any deviation from the agreed terms shall result in immediate termination of the contract.
6. **Security** **Deposit**
Bid security in the form of a Call Deposit/Bank Draft/Pay Order is required: Rs. **75,400/-**

for Tin Containers, which shall be released within 60 days after the successful completion of the contract.

7. Failure to Provide Services

If the contractor fails to provide satisfactory services as per the contract agreement, the work will be carried out by the client through other sources. The incurred amount will be deducted from the contractor's bill or recovered from the security deposit, and the contract shall be terminated without any advance notice.

8. Dispute Resolution

- In the event of a dispute arising from this contract:
 - A committee of officers from the Authority shall be appointed (as per PPRA Rules) with the approval of the Competent Authority, HDIP, to decide the dispute. The decision of the Arbitrator shall be final and binding on both parties.
 - If the parties cannot agree upon and appoint a Sole Arbitrator, the Sole Arbitrator shall be appointed in accordance with the provisions of the Arbitration Act, 1940, as amended.
 - The cost of the arbitration proceeding, including the fees of the Sole Arbitrator and any other costs imposed, shall be equally borne by both parties. However, each party shall bear its own legal costs.
 - The decision of the Arbitrator(s)/Umpire shall be final and binding upon the parties.

9. Terms and Conditions

The terms and conditions of the tender documents shall be an integral part of this agreement.

In Witness Whereof, the parties aforementioned have signed this Contract Agreement in token of their acceptance of the terms and conditions thereof.

The

General
Islamabad Operations

Client
Manager

ANNEX-G:

Specimen Affidavit

I/We, _____, resident of _____, holding CNIC No. _____, do hereby solemnly affirm and declare as under:

1. That I am the sole proprietor of the firm established in the name of _____ located at _____.
2. That M/s. _____ has never been blacklisted, disqualified, or debarred from any Government Department, Semi-Government Organization, Private Company, or Corporation.
3. That there is no other partner in the above-said firm, and there is no case against our firm.
4. That M/s. _____ has never been involved in litigation or arbitration with any Government Department.
5. That all the data submitted with Bid Documents is complete and accurate.
6. The firm has neither been blacklisted nor had any contract rescinded due to non-fulfillment of contractual obligations in the past.
7. That the firm shall pay all the taxes to the government as per prevailing law/rules.

It is certified that the declaration given above is true to the best of my knowledge and belief, and nothing has been kept hidden.

Deponent:

For and on behalf of M/s. _____

Date: _____

Place: _____

Annex-H:

PRICE FORMAT

Sr.	Item	Quantity	Unit Rate	Sales Tax	Total Amount
1	Metal/Tin Containers for POL Sampling (2.0 Liters)	13000			
2	Metal/Tin Containers for POL Sampling (1.0 Liter)	500			
Total					

CHECK LIST & ORDER OF DOCUMENTS

SN	Descriptions	YES/NO
1	Valid NTN	
2	Valid GST	
3	Active on Taxpayer's List	
4	Covering Letter (as per format)	
5	Undertaking for acceptance of terms and conditions	
6	Affidavit for not being Blacklisted	
7	Signed and stamp of Specimens	
8	Acceptance of Technical Specification	
9	Signed & Stamped of price formats	
10	List of Past Projects	

Note: For any query related to downloading/uploading of bids on EPADS please contact with PPRA Team, Director MIS Room No.109, 1st Floor, FBC building Sector G-5/2, Islamabad. Contact Number 051-111-137-237.