

TENDER DOCUMENT
INSTRUCTION TO BIDDERS
TENDER NO. WHF-3640
COLD FLOW IMPROVER

1. In this tender document, wherever, the term “NRL” is used will mean “National Refinery Limited” as the buyer – located at the above-mentioned address.
2. Sealed Bids invited on C&F basis for supply of items/ materials as per specification and quantity given in the “Technical Bid” and “Commercial Bid” formats, respectively attached hereto as **ANNEX-I and ANNEX-II**.
3. Due date & time for submission of bid is: **October 19, 2022 till 10:30 A.M.** Bids shall be opened on the same day, **i.e. October 19, 2022 at 11:00 A.M.**
4. **Bidding procedure:**

Bids are invited on two-envelope basis, **i.e. Technical and Commercial bids** enclosed in separate envelopes together enclosed another envelopes. In addition to that **two sealed samples of one liter each** of the offered brand of Cold Flow Improver. One sealed sample to be used for evaluation by NRL against HSD sample and the other sealed sample to be retained in safe custody in NRL for future reference. The bids shall be opened as under:

 - 4.1 Initially, only **Technical Bid** envelopes will be opened on the above specified due date & time, **i.e. October 19, 2022** in the presence of the representatives of the bidders who may wish to attend for evaluation of technical offers against NRL’s requirement.
 - 4.2. Technical bid Evaluation:

Physical Properties and dosage rates of the Cold Flow Improver samples received from the bidders will be evaluated by NRL. Evaluation results of NRL will be final and binding on all the competing bidders.
 - 4.3 The **Commercial Bid** envelopes shall be retained in custody of NRL without being opened and shall be opened at a later date within the validity period as would be advised by NRL after evaluation and approval of technical offers. The Commercial Bids of only those bidders would be opened in the presence of their representative who may wish to attend whose technical offers are found responsive/acceptable as per NRL requirement. Dosage rate of the technically acceptable bids will be announced first before opening of the commercial bids. The commercial bids of those bidders whose offers are technically non-responsive shall be returned un-opened to the respective bidders.
5. **Validity of Bids:**

The bids should be valid for **90 working days** after the due date of tender, **i.e. effective from October 19, 2022.**
6. **Bid Money:**
 - 6.1 Bidders are required to furnish **Rs. 200,000/-** as Bid Bond for each option/ brand (in Pak Rupees only) submitted along with the Technical Bid in the shape of Bank Pay Order favoring **National Refinery Limited** drawn on a first class scheduled

bank of Pakistan. Bank Guarantee/Insurance Guarantee/Cash shall not be acceptable.

6.2 The bid money/ security deposit of those bidders whose bids are found **technically not acceptable** shall be returned as soon as the technical bids scrutiny is completed. Bid money of the technically acceptable bidders will be returned after issuance of Purchase Order in favor of commercially successful bidder.

6.3 The bid money of successful bidder whom order is placed shall be returned after receipt of Performance Guarantee as required in clause-7, below.

7. **Security Deposit / Performance Guarantee:**

a) The successful bidder / supplier on whom order is placed will have to furnish Security Deposit/ Performance Guarantee in the shape of Bank Pay Order in favor of National Refinery Limited, drawn on a first class scheduled bank of Pakistan; OR, a Performance Guarantee (as per format attached as **APPENDIX-I**) which should be countersigned by a first class scheduled bank of Pakistan for the amount equal to 10% of the **Total FOB Value** at the earliest possible but not later than 15 working days of the issuance of letter of acceptance. The performance bond shall be valid up to 90 Days after completion of unloading of last consignment at Karachi.

b) If, after acceptance, Tenderer fails to submit the Performance Guarantee within the specified time, security deposit will be confiscated, letter of acceptance cancelled, and order placed elsewhere. Any loss sustained by company on making alternative arrangements will be recovered from the tenderer.

8. **Issuance of L/C:**

NRL will make L/C operative only in case of receipt of the Performance bond as specified in clause-7 above.

9. **Bids are invited on C&F (Karachi) basis, as under:**

9.1 The C&F price should be quoted in respective columns given the same format for **Commercial Bid (ANNEX-II)**. However, the offer must be on C&F basis, offers other than C&F (i.e Ex-works or FOB basis) **will not be accepted**.

9.2 The C&F price to be quoted in Foreign Currency, i.e. U.S. Dollar, U.K Pound or Euro, preferably in U.S. Dollar.

10. **Earliest possible delivery of all items required by NRL.** So, bidders are expected to quote and strictly follow their quoted shipment schedule which will reviewed by NRL and would only be applicable after NRL acceptance.

11. NRL reserve the right to stop the successive shipment/s & cancel the Purchase Order & L/C in case of rejection of material supplied through previous lot.

12. **Supply of material will be subject to acceptance by NRL.** Material, if any, not accepted/rejected by NRL shall have to be replaced by the bidder within shortest possible time.

13. **Payment terms:**

13.1 Payment will be made through irrevocable “Letter of Credit” (L/C), payable at sight. In case of confirmed L/C required, confirmation charges will be on beneficiary account.

13.2.1 All the bank charges outside Pakistan will be on “beneficiary” Supplier’s account.

14. **Submission of Bids:** Bids to be submitted as under:

14.1 **Technical Bid** should be submitted as per TECHNICAL BID format, attached hereto as ANNEX-I as duly filled/completed in all respect, reflecting materials offered against NRL requirement alongwith **two sealed samples of one liter each**, for each offered brand of COLD FLOW IMPROVER. One sealed sample to be used for evaluation by NRL against HSD sample and the other sealed sample to be retained in safe custody in NRL for future reference. The bid should be supported by following documents:

- a) Pay Order for Rs. 200,000 for each option/ brand favoring National Refinery Limited as Bid Money as required in Clause-6.1 of this tender document.
- b) Evidence of having supplied similar material to major oil and gas companies of Pakistan.
- c) Specification/ technical Literature/ MSDS of manufacturers against offered brand of COLD FLOW IMPROVER. Also enclose lab test certificate of the COLD FLOW IMPROVER sample.
- d) “No litigation certificate” on bidder’s letter head by local supplier/ local agent.
- e) If the bid is submitted by a person other than the bidder (by agent of attorney) the same must be accompanied by **Letter of Authority**, from the actual bidder.
- f) List of customer in Pakistan and abroad.

14.2 **Commercial Bid** should be submitted as per COMMERCIAL BID format, attached hereto as ANNEX-II as duly filled/completed as required in clauses- 9.1 & 9.2 above).

14.3 Both **Technical** and **Commercial Bids**, complete in all respect and duly signed by authorized person with seal of the bidder, should be sealed in separate envelopes, respectively marked as TECHNICAL BID and COMMERCIAL BID. Both these envelopes should then be enclosed in a Master Envelope which should either be personally submit at the reception office of NRL Korangi Karachi before the Due Date & Time OR presented at the time of **Bids Opening at 11:00 A.M on October 19, 2022**. All the envelopes, that is, Technical Bid, Commercial Bid and Master Envelopes should bear Bidder’s Name and duly marked and addressed as under:

Marked as: TENDER REF: WHF-3640
DUE DATE & TIME: 19.10.2022 (10:30 A.M.)

Addressed to: SR. MANAGER PROCUREMENT
NATIONAL REFINERY LIMITED
7-B, KORANGI INDUSTRIAL ZONE
KARACHI (PAKISTAN)

14.4. Bids sent by mail/ courier should reach NRL at least one day before the “Due Date & Time” of opening of bids to ensure inclusion of the bid in the tender opening. However, NRL bears no responsibility for the bids sent by mail.

14.5 Bids received after the Due Date & Time will not be accepted or considered.

15. **Bids evaluation criteria**

Bids shall be evaluated as per following criteria:

15.1 **Technical bids** received with all required information (also enclose specification + technical literature + MSDS) duly furnished in respective columns, signed and stamped on the enclosed **Technical Bid format (ANNEX-I)** along with enclosures as required under **Clause-14.1** above and **two sealed samples of 1 Kg each** for each offered brand of COLD FLOW IMPROVER for HSD.

15.2 Bids with incomplete information or without required enclosures may be rejected / not acceptable. Offers in any other form or submitted on bidders letterhead will not be accepted.

15.3 Bids without required amount of bid & shape i.e pay order / security money will be rejected.

15.4 Technical Bids without copies of lab test certificate of the COLD FLOW IMPROVER sample will not be considered.

15.5 Offers for material other than the NRL given specification will not be accepted.

15.6 Earliest delivery period will be preferred.

15.7 Bidder provides evidence of supplying similar material to major oil and gas companies in Pakistan will be given consideration.

15.8 Offer from renowned and financially sound bidder will be preferred.

15.9 Ex-stock offer will be preferred.

15.10 The bids offering total lowest cost for all items subject to the conditions mentioned in 15.1 to 15.9, above, shall be preferred except in cases where items offered is not of required specification.

16. It may be possible that the ordered quantity of item may be increased / decreased.

17. Foreign Currency exchange rate prevailing on the date of opening of Technical Bids, i.e., **October 19, 2022** shall be considered for evaluation of commercial bid (price quotation).
18. **Penalty:**

It is to be clearly understood that supply of goods as per NRL specification and delivery schedule is very essential. Accordingly, in case of any deviation in the material specification and delivery schedule and/or refusal to supply the material once order is placed shall liable to:

 - 18.1 Cancellation of order and forfeiture/encashment of bidders/suppliers Bid Money/Security Deposit/Performance Guarantee, as the case may be.
 - 18.2 Debarring/black-listing of such bidders from doing business/future tendering with NRL in future.

Above penalties will also be liable in case of any information/document submitted if found false or incorrect at any time after placing of order.
19. Marine Insurance will be arranged by the buyer in Pakistan. However the seller shall send declaration of shipment to the insurance company as advised by the buyer and seller shall be responsible for the consequences for not making such declaration to the insurers.
20. Port of shipment must be clearly specified in the bid. Any bid without specifying port of shipment is liable to be rejected.
21. NRL shall established an irrevocable Letter of credit after PO, but remain non-operative & it will be operative immediately on receipt of Performance Bond. Letter of credit shall be irrevocable and opened through a bank in the country of origin or supplier at the option of the tender. Bank Charges for communicating the letter of credit shall be borne by the buyer while all other foreign bank charges outside Pakistan shall be on beneficiary's account.
22. The contract shall be in accordance with the LAW of Pakistan.
23. It is to be clearly understood that supply of goods as per specifications and delivery schedule agreed is to be the essence of the contract. If the successful bidder fails to ship the goods, as per Agreement, NRL will have the right to enforce and encash the Performance Bond.
24. Neither party shall be liable to the other party for demurrage of any nature whatsoever incurred or suffered by such other performance caused by circumstance beyond their control and without their faults or negligence including, but not restricted to, act of God or the public enemy, perils of navigation, floods, fire hostilities, war (declared or undeclared) or a restraints of Government.
25. In the event there should arise any cause or circumstances, which a party regret under above paragraph as an excuse for suspending or preventing performance of any obligation hereunder, such party shall promptly give notice to the other through fax, specifying such cause or circumstances and the estimated duration, extent and manner in

which performance would be affected by such cause or circumstances and unless otherwise directed by other party shall continue to perform its obligations as far as practicable and shall seek all reasonable alternative means for performance not prevented by force majeure.

26. Clarification requires should be furnished within 7 working days. Failure to furnish the same consider as reason of rejection of the offer.
 27. NRL reserve the right to accept or reject any or all bids without assigning any reason whatsoever.
 28. The bidders must attach a list of documents enclosed with the technical bid.
 29. Demurrage, storage charges or container rent incurred on account of late clearance due to absence of required /proper shipping documents well before arrival of vessel. NRL will reserve the right to claim such charges from beneficiary and in result the charges incurred will be on beneficiary account.
 30. In respect of technical evaluation decision of NRL will be considered as final.
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NATIONAL REFINERY LIMITED SPECIFICATIONS

CFI: WHF-3640

Kindly Note that the 90% spec of HSD is 365 C. Pour Point and CFPP specs of HSD in summer and winter are mentioned below

| | HSD (neat) | Summer | Winter |
|---------------|------------|--------|--------|
| Pour point, C | +15 | +6 | +3 |
| CFPP, C | +18 | +9 | +3 |

Lab Result of HSD are

| | |
|---|--------------|
| Cloud Point with out additive: | +21 C |
| Desired Cloud Point after Addition of Additive: | +9C |
| CFPP with out Additive: | +15C |
| Final Boiling Point of HSD: | 374C |
| 90% Distillation Point: | 359C |
| 20% Distillation Point: | 267C |

NOTE:

In case of order, supplier has to submit Performance Guarantee for the amount equal to 10% of the total value within 15 days of issuance of Purchase Order.

We hereby confirm that we will supply with 100% in compliance of NRL specification mentioned above. Further we are confirming that in case of order we will submit Performance Bank Guarantee according to your requirements.

Our offer will remain valid _____(dd/mm/year).

Date _____

Signature: _____
(Principle)

Seal: _____
(Principle)

COMPLIANCE TABLE

WHF-3640

| Sr. No. | Description | Compliance Yes/ No | Remarks |
|---------|--|--------------------|---------|
| 1 | Offer is on letterhead of vendor | | |
| 2 | Offer based on C&F Karachi prices | | |
| 3 | Country of Origin & Name of Manufacturer | | |
| 4 | MSDS must be provided along with the technical bid of the offered chemical. | | |
| 5 | Material should be exactly in required specification (mandatory) | | |
| 6 | Lab Test Analysis are with technical offer | | |
| 7 | Two samples of one liter each of offered brand is provided with the offer. | | |
| 8 | Bid money in the form of pay order for Rs 200,000 is enclosed with Tech offer. | | |
| 9 | Confirm to note the instruction Packing list & commercial invoice must be accompanied with the consignment in case of order. | | |

SIGNATURE & SEAL

Date :- _____



NATIONAL REFINERY LIMITED

7-B, KORANGI INDUSTRIAL AREA,
KARACHI – PAKISTAN
FAX NO. 92-21-35054679 / 35054663 PHONE NO. 35121836 PABX 35064981-83
www.nrlpak.com e-mal: smgr_procurement@nrlpak.com

Our Ref: - WHF-3640

BID FORM

Bidders are requested to fill this form and submit the same with their offer duly signed and stamped. Offer will be rejected / not entertained without submission of this form and or incomplete data.

| | | |
|-----|--|-------|
| 01. | Currency = US\$, Euro & £ preferably | _____ |
| 02. | Local Agent / Bidder (Local Agent must submit Authorization letter from Principal) | _____ |
| 03. | Name of Principal | _____ |
| 04. | Total ex-works value including export packing | _____ |
| 05. | Total FOB value | _____ |
| 06. | Air freight charges up to Karachi Sea freight charges up to Karachi | _____ |
| 07. | Total C&F value | _____ |
| 08. | Please note Purchase Order may be placed any of incoterm i.e Ex-Works/ FOB/ C&F Price and it will be on sole discretion of NRL. Please mention YES for your acceptance. | _____ |
| 09. | Port of shipment | _____ |
| 10. | Gross weight & Net Weight of consignment Dimension of the consignment | _____ |
| 11. | Name of Manufacturer & Origin | _____ |
| 12. | Validity of offer (dd/mm/yy) Validity preferably 90 days from offer date is required. | _____ |
| 13. | Declaration of manufacturer / representative of manufacturer | _____ |
| 14. | In case of order, supplier confirm to submit Performance Bank Guarantee equivalent to 10% of FOB value after establishment of non-operative L/C which remains non-operative till submission of Performance Bank Guarantee. Please confirm your acceptance by mentioning yes in the space provided. | _____ |
| 15. | Delivery Period (Strict adherence to the committed delivery period, which is a mandatory condition. | _____ |
| 16. | Name & address of Beneficiary in case of order. | _____ |

| | | |
|------|--|--|
| 17 A | The payment will be made either through irrevocable Letter of Credit payable at sight or through Cash Against documents. Please confirm your acceptance by mentioning, "Yes" in the space provided. | |
| B | Indicate payment mode i.e. L/C or CAD. | |
| C | In case of confirmed L/C requirement. Confirmation charges will be on beneficiary account. (No deviation will be acceptable.) | |
| D | All bank charges outside Pakistan will be on beneficiary's account. (No deviation will be acceptable.) | |
| 18. | Please provide us the advising bank details. | |
| 19. | We understand/ agree that any revision in quantities $\pm 20\%$ is acceptable with no revision in unit price and its sole discretion of NRL that quantities can be amend accordingly without acquiring consent of vendor. Please confirm your acceptance by mentioning "Yes" in the space provide. | |
| 20. | Third Party Inspection Charges (Inspection will be carried out by M/s. SGS or M/s. Lloyds only as per our Scope of Inspection. | |
| 21. | Please confirm Supplier / Manufacturer is ISO 14001 and OHSAS 18001 certified (Yes / No). | |
| 22. | MSDS must be provided alongwith the technical bid of the offered chemical/ alongwith shipping documents. | |
| 23. | Please provide Item-wise HS Code | |
| 24. | We understand/ agree that if any demurrage / storage charges incurred due to late receipt of shipping documents will be on our (beneficiary's) account. (Please confirm your acceptance by mentioning "Yes" in the space provided). | |

Having examined the bidding documents, the receipt of which is hereby acknowledged, we offer to supply and deliver the requested material with the said bidding documents from the source and the prices given in the schedule as mentioned above.

We understand and agree, if our bid is accepted, to supply in accordance with the Terms & Conditions and shipping schedule specified in the bidding documents.

We agree to abide by this bid for a period of 90 days from the date of opening of Tender and it shall remain binding upon us. In case of failure, NRL has the right to blacklist our Company.

Until a formal Contract / Purchase order is issued and accepted, this bid, together with our written acceptance thereof shall constitute binding contract between NRL & us. We understand that NRL is not bound to accept the lowest of any bid NRL may receive.

SIGNATURE & SEAL

Date :- _____

FORM OF PERFORMANCE GUARANTEE

TO BE FURNISHED ON STAMP PAPER OF APPROPRIATE VALUE

Whereas National Refinery Limited, 7-B Korangi Industrial Area, P.O. Box No. 8228, Korangi, Karachi (hereinafter referred to as the "buyer") has accepted offer against advertised invitation of Tender No. _____ for the supply of _____ to be made by M/s. _____.

(Thereinafter referred to as the "seller") on the Terms & Conditions governing the Contract. As the seller has requested us through the _____ Bank to issue a Guarantee for an amount of US\$ _____.

Now, therefore, in considerations aforesaid, we the _____ Bank Limited _____ hereby undertake the Guarantee due and satisfactory performance of the Contract by the seller in all respects and we unconditionally and absolutely bind ourselves to the following: -

| | |
|-----|---|
| 01. | To make payment of US\$ _____ to the buyer, on as directed by the buyer, on the date of the receipt of demand from the buyer in writing without reference to the seller, and without any question whatsoever. |
| 02. | To keep this Guarantee valid and to force for 90 days after completion and arrival of the total quantity of contracted goods in Karachi (i.e. 90 days after the last consignment has been unloaded at Karachi Port or completion of warranty obligation, if any). |
| 03. | To extend this Guarantee for such further period as may be required by the buyer in the buyer's sole discretion five days before the expiry of the validity date. |

Our this Guarantee is unconditionally and the sole judge for deciding whether the seller has performed the contract and fulfilled the Terms & Conditions of the Contract, will be the buyer. Any grant of time or indulgence to the seller without reference to us shall not in any manner absolve us from our liability to make payment to the buyer as stipulated above under this Guarantee.

Our commitment under this Guarantee is limited in amount of US\$_____.

Signed _____

Date _____

Price _____

Countersigned

(A First Class

Schedule Bank of Pakistan _____