



IRANIAN OFFSHORE ENGINEERING  
AND CONSTRUCTION COMPANY

<b>To:</b>  <b>Attn.:</b> To Whom it may concern. <b>Fax No.:</b>	<b>Date:</b> <b>Letter No.:</b> <b>CC:</b> Pages including this page:
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**Tender Subject: Supply of GTG Packages for Resalat Oil Field**

**Development Project -Tender No. 949162**

**Dear Tenderer,**

We hereby invite you as “**Bidder**” to submit your Technical & Commercial Proposals as “**Bid**” for the above Tender which need to contain the most competitive price(s)/rates and conditions for supply and delivery of subjected good(s) as detailed in attachments.

The following instructions are intended to assist Bidders in preparation and submission of bid.

**Summary Scope of supply:**

Scope of supply shall include all the goods requested in the attaced documents including the Material Requisition (MR) document.

**Bid Special Conditions for Supply of GTG Packages of Belal offshore Project**

- 1- The project specification documents that’s attached to the tender documents shall be followed by vendor. The required tests and certificates are mentioned in these documents.
- 2- Original/ True Copy of Material Certificates including all tests and qualifications according to the project specifications shall be provided by vendor.

3- TPA inspection before shipment will be coordinated by purchaser. Vendor shall make required coordination for inspection by the introduced TPA.

4- **Terms of Delivery: CFR Dubai (based on Incoterms 2010)/ EXW for IRANIAN manufacturers.**

The bid should be submitted in three separates, wax sealed envelopes as follows and the Tender number shall be indicated on all envelopes of your Bid.

**1- Wax Sealed Envelope A (Bid Bond):**

Envelope A should be identifiable with clear markings, "BID BOND" and the number of tender as well as the name of the tenderer on the outer cover. The Bidders should submit and deliver an irrevocable and un-conditional Bid Bond according to items 1-1 or 1-2 to "IOEC's Transaction Committee". **The value of Bid Bond shall be Euro 330,000 or IRR 141,000,000,000** valid for at least 3 months from the closing date for submission of the bid, subject to all terms and conditions of this letter. In case of extension of the tender bid evaluation , the tenderer shall extend the guarantee period for another three months. otherwise the gurantee shall be replaced by a valid or another type of guarantee.

**1-1-The Bid bond should be in either of the following forms with banking details:**

**Bank Guarantee** clearly showing:

\* Beneficiary: Iranian Offshore Engineering and Construction Company

\* Beneficiary (in Persian Language): شرکت مهندسی و ساخت تاسیسات دریایی ایران

Valid bank guarantee in favor of Iranian Offshore Engineering and Construction Company (National ID 10101402850)

**Note:** The valid bank guarantee for foreign companies is the guarantees issued by the banks approved by the Central Bank of the Islamic Republic of Iran.

Bank Guarantee in the benefit of -Iranian Offshore Engineering and Construction Company equal to the guarantee amount. Bank Guarantees issued by Bank Eghtesad novin is not accepted.

The principle of cash deposit to Bank Mellat account, Central Independent Branch, code 63529, to account number 6865755757, or Shaba number IR. 69012000000006865755757.

A bank guarantee issued in respect of other tenders is not acceptable. Guarantees issued by insurance companies which are approved by the Central Insurance company of the Islamic Republic of Iran.

IOEC reserves the right to reject the Bid without needing to notify the Bidders who do not submit Bid Bond satisfying the above-mentioned conditions.

Acceptable and valid bank cheque in United Arab Emirates could also be submitted.

**Important Notice 1:** (PARENTAL CORPORATE GUARANTEE) This type of guarantee is only acceptable in case of all the following conditions:

- The type of tender shall be of the international kinds.
- The producer / tenderer or manufacturer must be in the AVL list of the Iranian oil Ministry (NIOC) or Ahdaf Company Holding.
- The validity of the guarantee provider and its acceptance shall be approved by the IOEC board of directors.

Comment 1: The application of the provisions of this clause in transactions of more than one hundred equal to the number of average transactions, requires the final approval of the holding by the board of directors.

Comment 2: Regarding reputable international companies whose list is approved by the holding's board of directors every year; It is acceptable to provide GUARANTEE CORPORATE under the above conditions.

❖ A real state collateral bond equivalent to 80% of the declared value of the selected official expert on legal affairs and company contracts.

❖ Types of Islamic securities accepted by the Tehran Stock Exchange and Securities Organization.

❖ Types of participation and deposit bonds issued by banks.

❖ Requests for approval and settlement of contracts concluded between the applicant and the company.

❖ Shares of public companies accepted in the Tehran Stock Exchange and the Tehran Stock

Exchange at 70 % of the lowest transaction price of the last 3 months, after the approval of the

Director/Chief of Finance and Investment Holding.

**1-2-** Since the technical evaluation of the proposals needs confirmation of the main client of the project and might last for couple of months, tenderers may submit company cheque amounting twice of the bid bond (registered in SAYAD system for iranian cheque).

In envelope A at the first stage of the tender when the technical proposals are submitted but after evaluation of technical proposals and before opening of commercial proposals, the company cheques shall be substituted by one of the bonds mentioned in item 1-1.

**2- Wax Sealed Envelope B (Technical Proposal):**

Envelope B should be identifiable with clear markings, "TECHNICAL" the number of the tender as well as the name of the tenderer on the outer cover. Technical proposal should be prepared based on the attached Documents for GTG Packages, which all pages of Documents shall be signed by Bidders and company stamped affixed as "READ & ACCEPTED", including Technical Specifications, Details, Drawings, Data Sheets and other Documents related to the technical proposal, and this letter; and **shall also include scanned files of all these documents in (CD or DVD).**

**The Technical Proposal shall include but not limited to the following :**

Section 1 -Unpriced Copy of Commercial Proposal exactly the same as the Commercial Priced Proposal but blanking out all prices and rates with the electronic copy.

Section 2 -supply Time Schedule and delivery time.

Bidder shall provide its proposal with shortest possible delivery period not later than 12 months after PO issuance date.

Any proposal with uncertain and unclear delivery date or long delivery period or any condition deviating from the tender conditions will be rejected.

Section 3 -Any other proposed technical alternatives or deviation list to this Tender.

(In case of any deviation from the MTO, AVL or the specifications, the respective Deviation List shall be submitted in the envelope B in a documents titled as "Deviation from the tender". In case of any difference between the commercial offer and the tender documents which are not listed in this document, the tender documents shall govern and the bidder shall modify the proposal according to the tender documents otherwise IOEC can collect the bid bond.)

Section 4 -Bidder's Registration/Constitutional Documents related tender documents.

Section 5 -Any contractual/legal/commercial qualifications, clarifications, exceptions or modifications of the Invitation to Tender Documents.

Section 6 -The technical specifications of the project must be observed.

Section 7 -Sub-vendor list and origin (if any).

Section 8 -The seller must be ready to inspect the ordered items at the appointed time after paying the advance payment. The items will be inspected by the representatives of the buyer and employer (Petropars and Pars Oil and Gas Company) and a third party inspector before delivery. The seller is obliged to provide the necessary cooperation and arrangements for the presence of experts for inspection. The final payment will be subjected to the approval of the items at the time of inspection.

Section 9 -A copy of all the documents submitted by the bidder, "and this invitation letter" must be sealed with the bidder's seal and have the signatures of the bidder's obligee with the words "read and accepted" along with the electronic copy of the scanned documents.

Section 10-Delivery method shall be CFR Dubai (based on Incoterms 2010) and EXW for IRANIAN manufacturers.

❖ Some issues which is important shall be considered in **Wax Sealed Envelope B (Technical Proposal)** :

- Bidder shall provide its proposal with shortest possible delivery period not later than Delivery time and based on Delivery method.
- Any proposal with no certain delivery date or long delivery period may be rejected.
- IOEC Procurement General Terms & Conditions.
- Guarantee terms and after-order services shall be instructed in the proposal.
- Bidder's Registration/Constitutional Documents, including :
  - i) Certificate of Registration/Incorporation Notice.
  - ii) Memorandum & Articles of Association.
  - iii) Valid Incumbency Certificate/Valid Official Gazette/Board Resolution evidencing Bidder's authorized signatories/signatory.

- iv) Good Standing Certificate evidencing Bidder is existing and currently in good standing.
- v) Register of Shareholders detailing the names, addresses and percentage owned or contributed.
- vi) Register of Directors/Board of directors.
- vii) Copies of Passports of Managing Director, authorized signatories/signatory and all Members of the Board.
- viii) Copies of Local ID Cards of Managing Director and all Members of the Board.

### **3- Wax Sealed Envelope C (Commercial Proposal):**

Envelope C should be identifiable with clear markings, "**COMMERCIAL**" on the outer cover.

Commercial Proposal shall include 1 original Hard Copy as follows:

Section 1 - Schedule of Prices with cost breakdown and unit rates.

Section 2 - Prices of any proposed alternatives and options.

Bidders shall submit all prices **in EURO** and on a lump-sum and gross basis.

Commercial Proposal shall be comprised of complete unit rate price table for any variation in the Work subject of the Tender.

All above-described three Envelopes A, B & C shall be sent or delivered to "*IOEC's Transaction Committee*", being located at 5<sup>th</sup> Floor, No.27, Arak Street, Nejatollahi St., Karimkhan St., Tehran, Iran-1598966911 **25 days after the date of publication of the first tender announcement, 10:00 A.M, Tehran Local Time.**

### **Particular Conditions :**

- An **Advance Payment up to 25%** of the Contract Compensation could be paid to Vendor by IOEC against submission of Performance guarantee as well as an acceptable, un-conditional, first demand and extendible Bank Guarantee amounting the advanced payment to the satisfaction of IOEC or an Emirati company nominated by IOEC as Advanced payment guarantee which will be released 60 days after last delivery of material at the final destination. Final payment will be paid against copy of shipping documents.
- **Delivery time: 12 months after advance payment.**
- Performance Guarantee (PG): An acceptable irrevocable and extendable unconditional first demand guarantee equal to 10% of total purchase order value valid until 36 months after delivery or 18 months after commissioning/installation, **whichever comes first. The Performance Guarantee** to be issued after effective date prior to first payment. Vendor shall not be entitled to total payment before such Guarantee submit to Purchaser. Such Performance Guarantee shall release after delivery of goods and approval of Purchaser after the end of guarantee period. If supplier fails to provide the PG, Purchaser will retain 10% of PO value from the Supplier First invoice(s) as Retention Performance Guarantee and release it after expiration of Guarantee Period and approval of Purchaser.
- Other guarantee methods are not acceptable. No Additional cost for issuance of Iranian bank guarantee would be acceptable.
- The employer can reject items that do not match the technical specifications, terms and conditions of the inquiry.
- In case of delay in the delivery of the goods in due time, for each week of delay 1% of the purchase order amount up to maximum of 10% of the purchase order will be deducted as a penalty for delay.
- **All legal deductions (insurance and taxes) are the responsibility of the supplier / Tenderer. In case of providing positive documents, the VAT will be paid by IOEC.**
- Any amendments or changes to the contents of the Tender Documents shall be reflected in the tenderer Particulars Conditions', which shall prevail over the other sections of the Agreement when tenderer is executed with the successful Bidder.

- All rates, sums and prices stated in the Bidder's break down price list shall be fixed and firm and not subject to any revision, not escalation, not any adjustment (due to fuel price change, inflation, sanction etc.)
- The Bid/techno-commercial Proposals should be a firm and unconditional offer and shall remain valid for 90 days from Tender Closing Date.
- In case of contradiction between the amounts written in letters and numbers, the priority is with the amount written in letters, and in case of contradiction between the units, the price and the sum of the prices and the number of items with the sum of the sums will be considered the sum of the sums mentioned in the tenderer's proposal and the tenderer is obliged to correct the price according to the opinion of the tenderer. If the tenderer's price proposal is one of the first or second winners and the bidder does not accept the price adjustment according to the bidder's opinion and is not willing to make a deal with it; Bidder He will have the right to reject the tenderer's proposal and to record the guarantee of participation in the tender in his favor.
- IOEC's nominated inspector will have access to visit the shop of original manufacturer for inspection of material in order to verify that the requested items are being manufactured by the original company.
- Inspections are conducted based on the requirements listed in the technical specifications of the project and the final ITP and the issuance of the IRN by a third-party inspector.
- Before shipping of materials to the final destination, vendor shall issue a material compliance certificate (MCC) to confirm that materials are in fully compliance to project requirements.
- Original ITP of main manufacturer shall be submitted. Main tests shall be witnessed by IOEC's assigned TPA or any assignee by IOEC.
- Commercial offer shall be quoted, either in Euro currency, on a lump-sum and gross basis; however, Bidders' offered prices shall exclude Iranian Value Added Tax (VAT), if applicable.
- For Iranian suppliers IOEC may pay the equal amount of purchase order in IRR currency respecting to the exchange selling rate by remittance announced by Iranian Central Bank ([www.sanarate.ir](http://www.sanarate.ir)) at the date of payment.



- Each page of the Bid shall be duly signed by an authorized signatory/signatories of Bidders and stamped by the Bidders' seal.
- Bidders are advised to read the contents of this letter carefully and ensure that their responses comply fully therewith. Failure to provide the information and documents required by this letter or failure to satisfy the conditions herein contained may make or render the Bid unacceptable.
- Should a Bidder be unable to clearly define the limit of his work scope, then Bidder shall request IOEC to clarify and confirm his work scope limit.
- For Iranian Company Payment and compensation is in Rials and based on the sales rate of remittance in the Sana system.
- For None Iranian Company The amount of the tender and contract is in Euros, but the invoices can be paid abroad in Euros (the exchange rate for these payments is [www.xe.com](http://www.xe.com)) or its equivalent. Riyal and based on the average rate of buying and selling Euro remittances in the Senate system according to Iranian website: ([www.ice.ir](http://www.ice.ir))
- The way of paying the invoices will be monthly or based on Milestone and according to the volume and progress of the confirmed work in each of the rows of the financial bankruptcy structure after deducting legal and contractual deductions.
- **Terms of Delivery: CFR Dubai**
- The bidding is done in **two steps**, technical Qualification and financial, **only the accepted proposals in technical stage will be considered at opening financial stage.**
- IOEC is free to increase or decrease the amount of work up to 25% of the contract amount.
- Deadline for receiving offers:

**25 days after the date of publication of the first tender announcement, 10:00 A.M, Tehran Local Time.**

### **General Notes and Other Conditions:**

- The Bid/techno-commercial proposals should be submitted **Only** to “*IOEC’s Transaction Committee*”.
- Only Technical proposals could also be sent to [TC.Procurement@ioec.com](mailto:TC.Procurement@ioec.com) with CC to [mo.lotfi@ioec.com](mailto:mo.lotfi@ioec.com) email address.
- After sending of the Bid/techno-commercial proposals, please inform the sender of RFQ immediately for any further follow up and subsequent negotiations.
- Please note that distribution of the Bid/techno-commercial proposals or submission of the Bid/techno-commercial proposals to other person or department in IOEC will make Bid/techno-commercial proposals null and void.

You may need some project detail documents as reference and for review/info which could be submitted to your attention on request.

- If there are any questions/queries, or Requiring any Site Visit please don’t hesitate to contact under sign with **(Tel: +98-21-82842740 & +98-21-82841449), 5 days after the date of publication of the first tender announcement** for Inquiries and more information.
- All Bidder’s potential ability will be evaluated based on their technical qualifications and declared information and previous project references.
- Bidders shall clearly describe on their technical Proposal and its cover letter that the required, introduced all equipment shall be available in a timely manner on the relevant commencement date.
- The successful Bidder’s Bid Bond shall remain valid until the later date on which:
  - the Contract/LOI has been fully signed and taken effect, and
  - Performance Bank Guarantee has been received by IOEC before,when-upon occurrence of the last of above two conditions-successful Bidder’s Bid Bond will be released and returned.

In the event that the successful Bidder is required to submit an Advance Payment Guarantee and/or Performance Guarantee as stipulated in the Purchase Order Contract, the successful Bidder’s Bid Bond shall remain valid until the Advance Payment Guarantee and/or Performance Guarantee is/are submitted and accepted by IOEC.

If the successful Bidder fails to provide Advance Payment Guarantee and/or Performance Guarantee to the satisfaction of IOEC within the specified period(s), then IOEC shall have the right to call on and encash (or cause to be called on and encashed) the full amount of the Bid Bond, terminate the Purchase Order Contract for default of the Bidder, exercise its other rights whatsoever, and enter into new Contract with second competitive Bidder.

- The Bid Bond of the unsuccessful Bidders, except and excluding the second competitive Bidder, will be returned following the award of the Purchase Order Contract to successful Bidder. The Bid Bond of the second competitive Bidder will be returned to him on the date on which successful Bidder's Bid Bond will be released and returned to successful Bidder by IOEC, as stated in the preceding paragraph.
- IOEC will have the right to place the partial order to different Bidders as per their quoted competitive unit price for each item.
- IOEC will have the right to issue Change Orders up to +/- 25% of the Contract amount for any increase or decrease of Scope of Supply (subject of the Tender) based on the same rates and prices without the need to issue an amendment to the Contract.
- For the purpose of selecting the successful Bidder, IOEC has the right at its sole discretion and decision to award the Purchase Order Contract, the whole or part of the Scope of Supply (subject of the Tender) to any Bidder and enter into the Contract with any Bidder that IOEC may recognized and the Bidder has no right to claim or contest such discretion and decision method; and Bidders have forfeited such rights in their entirety. IOEC is under no obligation to award a contract or accept the lowest or any Bid and shall be entitled to reject any and all Bids, to waive irregularities and formalities in its absolute discretion and will not assign any reason for the rejection of any Bid.
- IOEC will not be responsible for any costs or expenses incurred by the Bidder in connection with its Bid, any site visit, attending meetings, obtaining additional insurance, etc., or for the formation of the Contract, whether the Bidder is selected as successful Bidder or not. The Bidder shall not have any recourse for any redress if IOEC, for whatever reason, awards the Contract to another Bidder or does not award any Contract or cancel the Bid. The choice made by IOEC or its decision shall be final and shall not be contested or opposed by Bidder.

- The Bidder shall not be entitled to demand for a new rates or conditions for the part of the Contract awarded to him.
- The Bidder should notify IOEC immediately if any discrepancy, omission, or ambiguities are discovered in the attached Scope of Supply and Tender Documents.
- If a Bidder retracts or withdraws its Bid during the period of its validity, IOEC may, at its sole discretion, without the need for summons, notice or other legal formalities:
  - call on and encash (or cause to be called on and encashed) the Bid Bond, and
  - exercise any other rights that IOEC holds or acquires, whether or not stipulated in the Tender Documents and this letter.

Bidders who are not available to submit their Bid/techno-commercial proposals by hardcopy because of long distance can submit their Bid/proposals via email to [TC@ioec.com](mailto:TC@ioec.com) email address, **without any CC, BCC or extra copy to other person whomsoever or department.**

It is to be noted that in case of submission of the Bid/proposal by any email in CC or BCC, IOEC will consider such Bid/proposal null and void.

**More Clarifications:**

Refer to Invitation Please notice to bellow clarification Items, the bidders shall be signed and stamped and write ((**Read & Accepted**)) bellow of each pages and resend it via tenders documents.

This instruction shall be acknowledge, and the Bid shall be signed, by (a) person(s) duly authorized to sign on behalf of the Bidder. An original of valid Power of Attorney, Board Resolution or valid Official Gazette shall be attached to the Bid identifying Bidder's authorized signatory/signatories.

This document as Instruction to Bidders shall be confirmed by bidders and shall have legal force and effect. **It is highly important that Bidders acknowledge the receipt of tender documents and confirm by sending a letter their willingness to participate in the Tender within five (5) calendar days to the [TC.Procurement@ioec.com](mailto:TC.Procurement@ioec.com)**

**Best wishes**

**Bahram Vakili**

**Transaction Committee Secretary**

**Iranian Offshore Engineering & Construction Company (IOEC)**