

**MASTER SET OF TENDER DOCUMENT**  
**AND IT'S TERMS AND CONDITIONS SHALL BE**  
**APPLICABLE**  
**TO ALL THE UPCOMING TENDERS ON SINGLE**  
**STAGE ONE ENVELOPE BIDDING PROCEDURE**  
**FOR SUPPLY OF MATERIAL ON F.O.R. BASIS**

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**ANNEXURE: The Tender Document comprises of the following Annexures:**

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**OIL & GAS DEVELOPMENT COMPANY LTD**  
**SUPPLY CHAIN MANAGEMENT DEPARTMENT**  
**(LOCAL PROCUREMENT)**

**INTRODUCTION:**

Oil & Gas Development Company Ltd having its General Sales Tax No. **07-02-2802-001-55** and National Tax No. **0787223-2** (hereinafter referred to as the Purchaser) invites sealed bids from eligible bidder(s) for “**Single Stage One Envelope Bidding Procedure**” as per PPRA rules.

Technical and Financial Bids for supply and delivery of goods, materials, equipment and/or services described in the Request for Proposal (RFP). All the Annexures are integral part of the Tender Document and its compliance is required by all the prospective bidder(s)..

**1. INSTRUCTIONS TO BIDDER(S):**

- 1.1. The invitation for Bids is open to all prospective supplier, manufacturers or authorized agents/dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business.
- 1.2. The bidder(s) shall bear all cost associated with the preparation and delivery of their bid bond, and the Purchaser will in no case be responsible or liable for those costs.
- 1.3. In case of any doubt as to the meaning of any portion of the Specifications or other Terms and Conditions, bidder(s) may seek clarification of the same in writing through SAP-Ariba Portal, but not later than **ONE** week prior to deadline for submission of bid(s) prescribed by the Purchaser. All clarifications shall be treated integral part of the RFP.
- 1.4. At any time prior to the deadline for submission of bids, a modification in RFP in the form of an addendum can be issued in response to a clarification requested by a respective bidder(s) or even whenever the Purchaser considers it beneficial to issue such a clarification and/or amendment to all bidder(s) through SAP-Ariba Portal. The clarification/amendment issued (in general) shall be posted in RFP for the intimation to all the prospective bidder(s).
- 1.5. Sealed envelope containing original “**Bid Bond**” for an amount mentioned in the RFP must be delivered at OGDCL Reception on or before the date & time of bid submission mentioned in Tender Notice and to be marked as follows:

**MANAGER (SCM) LOCAL**  
**SUPPLY CHAIN MANAGEMENT DEPARTMENT**  
**OIL & GAS DEVELOPMENT COMPANY LIMITED**  
**OGDCL HOUSE JINNAH AVENUE, ISLAMABAD (PAKISTAN)**

**Bid Bond for (RFP Number)**  
**Bid Opening Date & Time (\_\_\_\_\_)**

- 1.6. The Purchaser will not take any responsibility for collecting the bid bond from any Agency
- 1.7. The Purchaser reserves the right to increase or decrease the quantities or may cancel any or all items shown in the Request for Proposal without assigning any reason thereof.
- 1.8. The Purchaser reserves the right to have the items inspected by its own representative, or by 3rd party at its own cost (if required).
- 1.9. It must be indicated in the offer that the quotation fully conforms to RFP and Terms and

#### Conditions of the Tender.

- 1.10. The Purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all the bids at any time prior to award of Purchase Order without thereby incurring any liability to the affected bidder(s) or any obligation there under. However, OGDCL shall upon request communicate to any bidder(s) who submitted bid, the grounds for its rejection, but it is not required to justify those grounds.
- 1.11. Unsolicited advice/clarifications and personal approaches by the bidder(s) at any stage of evaluation are strictly prohibited and shall lead to disqualification.
- 1.12. Bidders shall submit offer that comply with the requirements of the RFP including the basic Bidder's technical design as indicated in the RFP (Request for Proposal).
- 1.13. The bidder(s) are expected to examine all instructions, forms, terms and specifications in the RFP. Failure to furnish all information required by the RFP or submission of a bid not substantially responsive to RFP in all respect will result in the rejection of the bid(s).
- 1.14. All prospective bidder(s) are advised to read carefully all terms & conditions mentioned in the Tender Documents prior to filling / submission of their quotation.
- 1.15. The Bidder/Supplier/Contractor/Agent must particularly note that in case of submission of forged document, withdrawal of bid during bid validity, fails or refuses to sign purchase order/contract, non-acceptance or meet the purchase/service order's terms & conditions, non-execution of work, non-submission of relevant bank guarantee as per tender terms, non-supplies as per specifications, non-fulfillment of contractual obligations, under performance, non-compliance of contractual obligations vital for execution, repeated non- performance, indulged in corrupt and fraudulent practices, tax evasion, criminal misappropriation by a court of competent authority or any other reason , Bidder/Supplier/Contractor/Agent will be liable to severe punitive action by the Purchaser/OGDCL leading to Blacklisting/Debarment in addition to any other legal action that shall be initiated.

**The procedure of Blacklisting/Debarment is uploaded on OGDCL's website at following link: <http://ogdcl.com/uploads/tender/BlackListingProcedure.pdf> which is an integral part of this Tender Document.**

- 1.16. Bank Guarantees as Bid Security/Bid Bond/Earnest Money/Performance Bond/ Advance Payment must be submitted strictly in accordance with the format of the Tender Document. Extension in any of these guarantees (if required), must be submitted in original 15 days before the expiry date, otherwise, OGDCL may proceed for encashment.
- 1.17. Bid Bond/Bid Security/Earnest Money/Performance Bond in shape of Pay Order / Demand Draft / Online Transfer/ Cash Deposit Receipt (CDR) issued by Schedule Bank of Pakistan or foreign bank operating / having branch in Pakistan is acceptable. However, bank guarantees, shall be acceptable from Schedule Bank of Pakistan or a foreign bank operating / having branch in Pakistan with "AA" rating.

#### **PRE-BID MEETING (IF APPLICABLE)**

- 1.18. If OGDCL so desired the Bidders are invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned in the RFP. During this pre-Bid meeting, prospective Bidders may request clarification of the RFP, the Evaluation Criteria or any other aspects of the RFP.
- 1.19. Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be uploaded on SAP-Ariba Portal. Any modification to the RFP that may become necessary as a result of the pre-Bid meeting shall be made by OGDCL exclusively through the use of an Addendum. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

## **SAMPLE:**

- 1.20. Where a sample(s) is required by OGDCL, the sample shall be:
  - a) Received on, or before, the closing time and date for the submission of bids; and
  - b) Evaluated to determine compliance with all characteristics listed in the RFP.
- 1.20 OGDCL shall retain the sample(s) of the successful Bidder. OGDCL shall reject the Bid if the sample(s)-
  - a) do(es) not conform to all characteristics prescribed in the RFP; and
  - b) Is/are not submitted within the specified time clearly mentioned in the RFP.
- 1.21 Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.
- 1.22 Samples made up from materials supplied by OGDCL shall not be returned to a Bidder nor shall OGDCL be liable for the cost of making them.
- 1.23 All samples produced from materials belonging to an unsuccessful Bidder shall be kept by OGDCL till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).

## **BID PRICES:**

- 2.1 Firm Prices must be quoted in Pakistani currency including all applicable taxes, duties, levies and charges like handling, loading, transportation and un-loading, Octroi and Zila Tax etc. except General Sales Tax/Provincial Sales Tax/ICT Sales Tax on FOR basis i.e. delivery of material at Purchaser's stores mentioned in the Request for Proposal (RFP). Conditional bid / bid having any price adjustment formula will be rejected. GST shall be paid at actual by OGDCL after submission of Annexure C.
- 2.2 Bids offering prices in foreign currency will be rejected.
- 2.3 Sales Tax on goods as well as services is applicable in Pakistan under federal/provincial sales tax laws. The Contractor/Supplier being registered with respective federal/provincial revenue authority of Pakistan is entitled to charge applicable sales tax over and above its bid price and will be responsible for the payment of such sales tax to the respective revenue authority as per the prevailing federal/provincial sales tax laws. OGDCL being the withholding agent shall withhold sales tax from the contractor /supplier (whether registered or unregistered), as per applicable sales tax Withholding Rules.
- 2.4 All tender Annexures (unpriced) to be submitted with technical bid through SAP Ariba shall be duly filled-in, signed and stamped by authorized representative of bidder(s) mentioning name and designation of the person (s). The bid prepared by the Bidder shall be as per requirement of RFP.
- 2.5 Quoted prices shall be valid for the period mentioned in RFP from the opening date of the Technical Bid.
- 2.6 Technical brochure/literature confirming Size, Brand & Country of Origin of quoted items/material must be attached with the Technical Bid (where deemed necessary).
- 2.7 OGDCL is entitled to avail concessionary rate of duty (5%) under the provision of S.R.O 678(I)/2004 for the material that are not manufactured locally. Bidders are advised to use this concessionary rate of duty and quote their most competitive prices observing laid down conditions of S.R.O 678(I)/2004. OGDCL will issue a letter to Custom Authorities to facilitate clearance of consignment by the successful bidder(s). Bidder(s) should clearly mention in his

bid that quoted prices are as per SRO 678 and claim issuance of recommendation letter for Custom clearance to avail concessionary rate. The bidders are requested to separately and very clearly mention the Cost of Goods and applicable duties and taxes as applicable under the provision of S.R.O 678(I)/2004.

- 2.8 Bidder(s) who disclose quoted prices anywhere in the Technical Bid, their bid shall be rejected.
- 2.9 Prices quoted by the Bidder shall be fixed (firm & final) during the Bidder's performance of the contract / Purchase order and not subject to change or variation on any account.

### 3. **BID SECURITY/ BID BOND:**

- 3.1. The bidder(s) shall furnish, as part of his bid, copy of Bank Draft/Call Deposit/Pay order/Online Transfer (in OGDCL PKR Account No.PK65 HABB 0008 7400 1592 3103) or Bank Guarantee (As per Annexure-D), in line with Instruction to Bidder Clause No.1.16, in favor of **OGDCL** as per amount mentioned in RFP as Bid Security/ Bid Bond/Earnest Money with Technical Bid (No exemption of Bid Bond is allowed as per PPRA Rule 2004 whether the Bidder is from Public or Private Sector). However, Original banking instrument must be delivered at OGDCL Reception on or before the date & time of bid submission as instructed at Clause No.1.5.
- 3.2. Extension in Bid Bond in shape of Bank Guarantee (if required), must be submitted in original 15 days before the expiry date otherwise OGDCL may proceed for encashment.
- 3.3. Any Bid not accompanied by Bid Security/ Bid Bond/Earnest Money with Technical Bid shall be rejected without any right of appeal. Crossed Cheque/Insurance Guarantee/Swift Message will also not be accepted.
- 3.4. The Bid Security/Bid Bond/Earnest Money shall be returned as per following manner:
  - a) The Bid Security/ Bid Bond/Earnest Money of bidder(s) whose bid is rejected under will be returned forth-with.
  - b) The Bid Security/ Bid Bond/ Earnest Money of Technically Non Responsive Bidder(s) shall be returned within two weeks of technical evaluation report uploading / settlement of grievance, if any.
  - c) The Bid Security/ Bid Bond/ Earnest Money of the unsuccessful/financially higher bidder(s) will be released within two weeks of financial evaluation report uploading / settlement of grievance, if any.
  - d) The Bid Security/ Bid Bond/ Earnest Money of the lowest/most advantageous bidder(s) will be returned after authenticity/realization of Amount of Performance Bond.
  - e) The Bid Security/ Bid Bond/ Earnest Money of the lowest/most advantageous bidder/ Supplier/Contractor where Performance Bond is not required shall be returned after complete delivery and inspection of the material /services.
- 3.5. The Bid Security/ Bid Bond shall be forfeited/confiscated if a bidder(s):
  - a) Withdraw their bid during the period of bid validity. OR
  - b) Fails to provide Performance and/or Advance Bank Guarantees. OR
  - c) Submit Forged document in support of their bid. OR
  - d) Fails to supply the short/wrong shipped items. OR
  - e) Any other reason warranting the confiscation of the Guarantee. OR
  - f) Fails to execute Purchase Order and/or Contract in accordance with the tender document. OR
  - g) In case of any loss or damage suffered by the Purchaser due to any of the aforementioned act of the bidder(s) is more than the Liquidated Damages, the Purchaser will be entitled to mitigate/recover the losses through encashment of Bid Securities/ Bank Guarantee(s)/Earnest Money(s) or forfeiture of Security furnished by the bidder in other procurement cases.

**4 DEADLINE FOR SUBMISSION OF BIDS:**

- 4.1 The bidders must ensure that the bids must be submitted online on or before as per schedule mentioned in Press Tender Notice/ RFP and any delay will not be on the part of Purchaser.

**5 LATE BID BONDS:**

- 5.1 The Purchaser does not take any responsibility for collecting the bid bond from any Agency/Courier Company etc. The bid bond received after closing time or date shall be returned to bidder unopened and accordingly their bid shall be rejected.

**6 BID OPENING:**

- 6.1 Technical Bids will be opened online through SAP-Ariba Portal on the date and time mentioned in the tender notice in the presence of bidder's representative(s) who may choose to attend on date, time and location mentioned above. Thereafter, Only Financial Bid(s) of Technically responsive bidder(s) will be opened online publicly.
- 6.2 The bidder(s) names, bid prices including bid price modification and bid withdrawals, if any, will be announced at the time of financial bid opening.
- 6.3 The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record.
- 6.4 In case the due date of bids submission/ opening falls on a holiday, the bids and bid bond shall be submitted/ opened on the next working day.

**7 PRELIMINARY EXAMINATION AND CORRECTION OF ERRORS:**

- 7.1 The purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required Annexures and sureties have been furnished, whether the documents have been properly signed, whether the bids are generally in order.
- 7.2 Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:
- a) Where there is a discrepancy between amount in figures and word, the amount in word will prevail.
  - b) Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit prices quoted will govern, unless there is an obvious gross arithmetical error in unit price, in which event, the extended amount quoted would prevail.
- 7.3 The amount stated in the Bid will, be adjusted by OGDCL in accordance with the above procedure for the correction of errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid security shall be forfeited.

**8 DETERMINATION OF RESPONSIVENESS:**

- 8.1 After opening of the bids by Tender Opening Committee, concerned user Department of OGDCL will technically evaluate the received bid(s) and determine whether each bid is substantially responsive to the requirements of the RFP or otherwise.
- 8.2 For the purpose of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions and specifications of the RFP without material deviation or reservation. A material deviation or reservation is one that:

- a) means in-consistent with the RFP, affects in any substantial way the scope, quality or performance of the services.
  - b) limits in any substantial way, the Purchaser's right or the bidder's obligation under the contract.
- 8.3 A bid determined to be a non-responsive will be rejected and shall not subsequently be made responsive by the bidder(s) by correction of the non- conformity.
- 8.4 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 other bidder(s).
- 8.5 To assist in determining a bid's responsiveness the bidder(s) may be asked for a clarification of his bid/RFP message board / email. The bidder(s) is not permitted, however, to change bid price or substance of his bid.
- 8.6 Technical cum Financial Evaluation Report shall be placed on Ariba Message board/ website for the information of all the Bidders. The Bidders may lodge a written complaint for redressal of grievances and disputes, if any, to **Bidders Grievance Redressal Committee (BGRC)** within Seven (07) Days of the announcement of the Technical cum Financial Evaluation Report at [bgrc@ogdcl.com](mailto:bgrc@ogdcl.com) on the "Grievance Application Form" available at OGDCL website. After lapse of stipulated seven days (07) period for lodging a complaint or grievance, no grievance is permitted and shall be considered as time barred.
- 8.7 Therefore, all bidders are advised to keep in touch and regularly visit OGDCL's website for knowing the status / outcome of their submitted bid proposals. The detail mechanism of lodging grievance is available at OGDCLs website under the Title bar of Tenders, Grievances Committee.
- 8.8 A Bidder may be ineligible if –
- a) he is declared bankrupt or, in the case of company or firm, insolvent;
  - b) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;
  - c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;
  - d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct;
  - e) the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.
  - f) The firm, supplier and contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.

**9 ISSUANCE OF LETTER OF AWARD/ INTENT (LOA/LOI):**

On acceptance of the bid, LOA/ LOI shall be issued to the successful bidder. The successful bidder shall confirm the acceptance of the terms and conditions stipulated in the LOA/LOI within 03 days of issuance of the LOA/LOI, otherwise acceptance of all the contents of the LOA/LOI shall be assumed. The successful bidder shall submit Performance Bond as per Clause No.11.1 of tender document.

**10 ISSUANCE OF LOCAL PURCHASE ORDER (LPO):**

10.1 The Purchaser will issue Purchase Order to the successful bidder(s) whose bid is determined to be lowest/ most advantageous. Its terms & conditions shall be mentioned on its overleaf.

## **11 PERFORMANCE BOND:**

11.1 The successful bidder will have to submit a Performance Bond equal to the % percentage mentioned in the RFP for the total value of Purchase Order and/or Contract exclusive of GST/PST/ICT within fifteen days after issuance of Letter of Award, in shape of either Pay Order/ Demand Draft/ CDR/ Online Transfer (in OGDCL PKR Account No.PK65 HABB 0008 7400 1592 3103) or Bank Guarantee strictly as per relevant Annexure (with no change in text) in line with Tender Document Clause No.1.16.

11.2 In case the successful bidder(s) fails to furnish Performance Bond as per Clause #11.1, the firm shall be debarred from participation in any future tender of the purchaser in addition to the action taken against such bidder(s) as per clause 3.5.

11.3 The Purchaser reserves the right to check the authenticity of Performance Bond from the concerned Bank.

11.4 The Performance Bond shall be confiscated if they:

- a) Fails to provide Advance Bank Guarantee (where applicable). OR
- b) Submit Forged document in support of their bid. OR
- c) Fails to execute Purchase Order and/or Contract in accordance with the terms& conditions of tender document/LPO/Contract. OR
- d) Fails to supply the short/wrong shipped items. OR
- e) Any other reason warranting the confiscation of the Guarantee. OR
- f) In case of any loss or damage suffered by the Purchaser due to any of the aforementioned act of the bidder(s) is more than the Liquidated Damages, the Purchaser will be entitled to recover the losses through encashment of Bid Securities/ Bank Guarantee(s)/Earnest Money or forfeiture of Security furnished by the bidder in other procurement cases.

## **12 PAYMENT:**

12.1 Payment will be made as per terms & conditions of the RFP & Purchase Order(s) and/or Contract.

12.2 In cases, where payment has to be made after delivery, the payment shall be made after furnishing the required documents mentioned on the overleaf of the LPO.

## **13 DELIVERY SCHEDULE:**

13.1 Delivery of required material against this tender is to be completed as soon as possible from the date of receipt of firm Purchase Order, excluding a grace period of 07 days allowing for postal delivery of Purchase Order/ issuance of advance payment cheque.

## **14 EXTENSION IN THE DELIVERY PERIOD:**

14.1 Delivery of the goods shall be made by the supplier in accordance with the delivery schedule given in Purchase Order.

14.2 The supplier may claim extension of the time limits as set forth in the Purchase Order in case of: -

- a) Changes in the specifications of goods, material & equipment by the Purchaser.
- b) Delay in provision of clarifications regarding material, drawings and services by the Purchaser.
- c) Force Majeure pursuant to Clause # 16.

14.3 Justified reasons subject to a written request high-lighting the same within a period of seven working days prior to expiry of delivery period mentioned in Purchase Order.

14.4 It should be noted that a request for extension in delivery period shall be considered only if the supplier agrees in writing to pay any increase in taxes or any other charges levied by the Government during the extended delivery period. Purchaser shall not bear any additional price increase during the extended period.

14.5 In case of extension in delivery period, the supplier will extend validity of Performance Bond accordingly at his cost.

14.6 If the supplier fails to supply the ordered material for any reason, within stipulated time, the

Performance Bond shall be forfeited.

**15 LIQUIDATED DAMAGES:**

- 15.1 Subject to clause 16 of Tender Document, If the supplier/contractor fails to deliver any or all of the goods/services within the time period(s) specified in the LPO/Contract, the Purchaser shall, without prejudice to other remedies under the LPO/ Contract, deduct from the contract price / Bank Guarantee as liquidated damages, a sum not more than 0.5% of the LPO/contract price per week or part thereof for first four weeks, 1.00% per week for next four weeks and 1.5% per week exceeding four weeks upto maximum extent of 10% of the LPO/contract value.
- 15.2 In case the Purchaser is satisfied that the delayed / defective shipment was due to some mistake or circumstances beyond the control of the contractor and the contractor has not intentionally or negligently contributed in the delay, the Purchaser may impose Liquidated Damages for not more than a sum equivalent to 0.5% of the delayed or defective shipment per week or part thereof for first two weeks, 1.00 % per week for next three weeks and 1.5% per week exceeding five weeks but not exceeding 10% of the LPO/contract value of the delayed/defective shipment provided that the contractor takes immediate remedial measures for the replacement of defective shipment and takes prompt steps to mitigate the delay. The Purchaser may however, impose Liquidated Damages as per 15.1 above if the delayed or defective shipment has affected the project completion schedule or has resulted in production losses.
- 15.3 Even after imposition of LDs, if the supplier fails to materialize the delivery (material and or services); the Purchaser reserves the right to cancel Purchase order/ contract and to forfeit the Guarantee (if applicable) after intimating the supplier for such cancellation / forfeiture.

**16. LIMITATION OF LIABILITY:**

- 16.1 The supplier shall not be liable to OGDCL, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to OGDCL.
- 16.2 The aggregate liability of the Supplier to OGDCL, whether under the Contract, in tort or otherwise, shall not exceed the total Contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify OGDCL with respect to patent infringement.

**16 FORCE MAJEURE:**

- 16.1 The Contractor shall not be liable for forfeiture of his Bid Bond, Performance Bond, Liquidated damages or termination for default if, and to the extent that, his delay in performance or other failure to perform his obligations under the Contract, are the result of an event of Force Majeure. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- 16.2 The supplier shall notify the Purchaser promptly of the occurrence of Force Majeure and submit his case in writing within 07 days of such occurrence.

16.3 If any of the party is prevented to fulfill its assumed obligations by Force Majeure of constant duration of at least one month, the party shall meet for negotiation. If no satisfactory agreement is reached within a period of two months from the commencement of the Force Majeure conditions, either party shall have the right to cancel the Purchase Order with immediate effect.

## **17 INSPECTION AND TEST:**

17.1 The Purchaser's representative(s) shall have the right to inspect and/or test the goods to confirm their conformity with respect to specifications mentioned in the Purchase Order. The representative of Supply Chain Management Department will witness the inspection (where so required).

17.2 Should any inspected or tested goods fail to conform to the specifications the purchaser shall reject them and supplier shall replace the rejected goods. All costs incurred on such replacement shall be entirely born by the supplier.

17.3 Rejected material shall be moved / replaced by the supplier within 07 days from the receipt of letter/fax issued by the SCM Department. The supplier shall be liable for the storage charges @ ½% (half percent) of the cost of rejected material on every day basis, if the same is not removed within seven days.

17.4 Acceptance/rejection of the material by 3<sup>rd</sup> party (where required) will be final and binding on both the parties.

## **18 WARRANTY:**

18.1 The supplier shall warrant that all goods supplied under Purchase Order shall be according to specifications given in Purchase Order and approved drawings/ design etc. Any deviation in material, drawing/design (where applicable) will be replaced by the supplier at his cost.

18.2 The Purchaser shall promptly notify the supplier in writing, of any claims arising under this warranty.

18.3 The supplier will invariably provide warranty/guarantee of spare and consumables.

## **19 QUALIFICATION OF SELECTED BIDDER(S):**

19.1 The Purchaser will determine to its satisfaction whether the bidder(s) selected as having submitted the lowest/most advantageous bid qualifies to satisfactorily perform the order.

19.2 The determination will take into account the bidder(s) financial, technical & production capabilities, availability of items ordered for. The bidder(s) shall provide necessary documents as proof along with the bid.

19.3 Any affirmative determination will be a pre-requisite for award of the Purchase Order to the bidder(s). A negative determination will result in rejection of the bid.

19.4 The Purchaser reserves the right at the time of award of order to increase or decrease to a reasonable extent in the quantity of goods specified in the Tender Document without any change in price or other terms and conditions.

## **20 ADVANCE BANK GUARANTEES:**

20.1 The successful bidder(s) will have to submit a Bank Guarantee as per format attached at (Annexure-G) as per Tender Document Clause No.1.16 equal to the amount of advance, if allowed under Tender terms within the period specified in the Letter of Award. Extension in Advance Payment Bank Guarantee (if required), must be submitted in original 15 days before the expiry date otherwise OGDCL may proceed for encashment.

20.2 The Purchaser reserves the right to check the authenticity of Advance Bank Guarantee from the concerned Bank.

20.3 The Advance Bank Guarantee will be confiscated if they:

- a) Submit Forged document in support of their bid. OR
- b) Fails to execute Purchase Order and/or Contract in accordance with the terms & conditions of tender document/LPO/Contract. OR
- c) Fails to supply the short/wrong shipped items. OR
- d) Any other reason warranting the confiscation of the Guarantee. OR
- e) In case of any loss or damage suffered by the Purchaser due to any of the aforementioned act of the bidder(s) is more than the Liquidated Damages, the Purchaser will be entitled to recover the losses through encashment of Bid Securities/ Bank Guarantee(s)/Earnest Money or forfeiture of Security furnished by the bidder in other procurement cases.

21. You are encouraged to inform Managing Director & General Manager (SCM) on the following addresses/ contacts, in case where any OGDCL employee ask for any type of favor whether monetary or in kind: -

DESIGNATION	ADDRESS	TEL #	FAX #	E. MAIL
Managing Director	OGDCL HOUSE, JINNAH AVENUE, ISLAMABAD	051-9209701	051-9209708	md@ogdcl.com
General Manager (Supply Chain Management)		051-920023540	051-9215090	

**BIDDING FORM (TECHNICAL BID)**

**Oil & Gas Development Company Limited,**

Supply Chain Management Department,

OGDCL House, Jinnah Avenue,

**Islamabad.**

Gentlemen,

1. Having examined the RFPs including the specifications, the receipt of which is hereby acknowledged, we the undersigned offer to supply & deliver \_\_\_\_\_ in conformity with drawings, specifications of goods and conditions of Tender Document.
2. We undertake if our bid is accepted, to commence delivery within \_\_\_\_\_ days (Please specify days) from the date of receipt of your firm Purchase Order.
3. If our bid is accepted, we will provide the Performance Bond equal to 10% of the Purchase Order excluding GST, for due performance of the purchase order.
4. We agree to abide by all the terms & conditions of the tender for the period of \_\_\_\_\_ days from the opening of technical proposal & it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extension thereof agreed by us.
5. Until a formal Purchase Order is placed, this bid, together with your written acceptance thereof, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest priced or any bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

(Signature)  
(In the capacity of)

Duly authorized to sign Bid for and on behalf of

\_\_\_\_\_

(Signature of Witness)

Name: - \_\_\_\_\_

Address:- \_\_\_\_\_

\_\_\_\_\_

**(TO BE ATTACHED WITH TECHNICAL BID)**

**BID SUMMARY SHEET**

**TENDER NO. PROC-L / \_\_\_\_\_**  
**For procurement of \_\_\_\_\_**

1. Bidder Name \_\_\_\_\_  
Address, Phone & Fax No: \_\_\_\_\_ E-mail  
address \_\_\_\_\_
2. Manufacturer Name & \_\_\_\_\_  
Country of Origin: \_\_\_\_\_  
\_\_\_\_\_
3. Items Quoted:(give serial no. only): \_\_\_\_\_
4. Price Validity: \_\_\_\_\_
5. Offered Delivery Period: \_\_\_\_\_
6. Payment Terms: \_\_\_\_\_
7. GST Registration No. \_\_\_\_\_
8. Bidding Form (Annexure-B attached with Technical Bid): Yes No
9. Bid Security/Bid Bond (copy) must be attached with Technical Bid. However,  
Original banking instrument to be submitted within bid submission deadline  
(No exemption of Bid Bond is allowed as per PPRA Rule 2004 whether the  
bidder is from Public or Private Sector): Yes No
10. Annexure-N on Non-Judicial Stamp Paper duly attested by Notary Public Yes No  
(To be attached with Technical Bid)
11. Any Deviation: \_\_\_\_\_

Signature \_\_\_\_\_

Name & Designation \_\_\_\_\_

(On official letter-head of the contractor) To be signed by the Chief Executive of the bidding company or a representative duly authorized by board resolution.

**Integrity and Ethics Undertaking**

We hereby commit and undertake to observe the following principles during our participation in the contract execution:

- a) That we will not directly or through any other person or firm, offer, promise or give to any of the employees of OGDCL involved in or relevant to the execution of the contract any gain, pecuniary benefit or facilitation payment in order to obtain in exchange any advantage of any kind whatsoever during the execution of contract or at any stage thereafter.
- b) That we did not enter with any bidder into any undisclosed agreement or understanding either formal or informal to restrict competitiveness or to cartelise in the bidding process.
- c) That we will ensure that the remuneration of agents (*if engaged*) is appropriate and for legitimate services only.
- d) That we will not use subcontracts, purchase orders or consulting agreements as means of channeling payments to employees of OGDCL.
- e) That we will not and have not committed any offence under the Pakistan Penal Code, Prevention of Corruption Act or National Accountability Ordinance to achieve any advantage, gain or benefit during the tender process or the execution of contract.

We further understand and acknowledge that any violation or transgression of the above mentioned principles will attract disqualification from doing business with OGDCL and may also result in permanent exclusion from future contact award processes.

We also accept and undertake to respect and uphold OGDCL's absolute right to resort to and impose such disqualification, debarment or exclusion.

For and on behalf of \_\_\_\_\_  
Tender No. \_\_\_\_\_  
Contract No \_\_\_\_\_

*(On official letter-head of the bidder)*

To be signed by the Chief Executive of the bidding company or a representative duly Authorized by board resolution.

**Integrity and Ethics Undertaking**

We hereby commit and undertake to observe the following principles during our participation in the tender process and during the contract execution:

- a) That we will not directly or through any other person or firm, offer promise or give to any of the employees of OGDCL involved in the tender process or execution of the contract any gain, pecuniary benefit or facilitation payment in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of contract.
- b) That we have not and will not enter with other bidders into any undisclosed agreement or understanding either formal or informal to restrict competitiveness or to cartelize in the bidding process.
- c) That we will ensure that the remuneration of agents (*if engaged*) is appropriate and for legitimate services only.
- d) That we will not use subcontracts, purchase orders or consulting agreements as means of channeling payments to employees of OGDCL.
- e) That we will not commit any offence under the Pakistan Penal Code, Prevention of Corruption Act or National Accountability Ordinance to achieve any advantage, gain or benefit during the tender process or the execution of contract.

We further understand and acknowledge that any violation or transgression of the above mentioned principles will attract disqualification from the tender process and may also result in permanent exclusion from future contract award processes.

We also accept and undertake to respect and uphold OGDCL's absolute right to resort to and impose such disqualification, debarment or exclusion.

For and on behalf of \_\_\_\_\_  
Tender No. \_\_\_\_\_

Form 4

**Mandatory for participation in Bidding Process****AFFIDAVIT****(To be attached with Technical bid)**

I.....S/o....., aged.....year, working as Proprietor/ Managing Partner / Director of M/s.....having its register office at .....do hereby solemnly affirm and declare on oath as under:

1 That I am competent to swear this affidavit/undertaking being proprietor/one of the partners/Director of M/s.....

2 That M/s.....is a proprietorship / partnership firm / company is participating in tender process conducted by OGDCL.

3 That I hereby confirm and declare that none of my/our group /sister concern/associate company is participating/submitting this tender.

4 That I hereby confirm and declare that my/our firm/company M/s\_ and my/our firm/ group/ company/ sister concern / associate company or any of its directors have not been blacklisted/de-listed by any institutional agencies / Govt. Dept. / Public sector / foreign country, international organization or other foreign institutions.

5 That I hereby confirm and declare that I am not been associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.

OR

- |   |    |
|---|----|
| a) have controlling shareholders in common;   | OR |
| b) receive or have received any direct or indirect subsidy from any of them;  | OR |
| c) have the same legal representative for purposes of this Bid;   | OR |
| d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the OGDCL regarding this Bidding process. |    |

1. That there is no change in the Name & Style, Constitution and Status of the firm, after Pre-qualification.

2. That I further undertake that in case any of the facts contained above and in-our application is round other-wise or incorrect or false at any stage, my/our firm/company/ group/sister concerns/ associate companies shall stand debarred from the present and future tenders of the OGDCL.

*(Signature of the Proprietor/ Managing Partner/Director with Seal)*

DEPONENT

Verified at \_\_\_\_\_ on \_\_\_\_\_ that the contents of paras 1 to 6 of this affidavit are true and correct to best of my knowledge and no part of this is false and nothing material has been concealed or falsely stated therein.

*(Signature of the Proprietor/ Managing Partner/ Director with Seal) DEPONENT*

*(Signature & Seal of Notary)*

**Note: The procedure of Blacklisting / Debarment is uploaded on OGDCL's website at following link: <http://ogdcl.com/uploads/tender/BlackListingProcedure.pdf> which is an integral part of this Tender Document.**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.**  
**CERTIFICATE**

Submitted to OGDCL with the reference to Purchase Order No. \_\_\_\_\_ hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privileges or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any corrupt business practice.

Without limiting the generality of the foregoing, the Seller/ Supplier represents and warrants that it has fully declared the brokerage, commission, fees etc., paid or payable to anyone and not given or agreed to give and shall not be given or agree to give to anyone within or outside Pakistan either directly or indirectly through any national or juridical person, including its affiliate, agent, associate, broker, consultant, briber, finder's fee or kickback, whether described as consultant fee or otherwise, with the object of obtaining or including the procurement of a contract right, interest, privilege or other obligation or benefit in whatsoever form from GOP except that privilege or other obligation or benefit in whatsoever form from GOP except that which has been expressly declared pursuant hereto.

The Seller/Supplier certifies that it has made and will make full disclosure of all agreement and arrangements with all persons in respect of or related to the transaction with GOP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

The Seller/ Supplier accepts full responsibility and strict liability for making any false declaration not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, Privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GOP under any law, contract or other instrument, be void ab initio at the option of GOP.

Notwithstanding any rights and remedies exercised by GOP in this regard, the Seller/ Supplier agrees to indemnify GOP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GOP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Seller/Supplier as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

For & On Behalf of  
Seller/ Supplier

**SPECIMEN OF BANK GUARANTEE AS BID SECURITY/BID BOND/EARNEST MONEY**

Oil & Gas Development Company Limited,  
OGDCL House, Jinnah Avenue,  
Blue Area, Islamabad.

Guarantee No.....  
Date of issue.....  
Date of expiry.....  
Amount.....

Dear Sir,

In consideration of M/S .....herein after called "THE BIDDER" having submitted the accompanying Bid with reference to OGDCL tender enquiry No. **PROC.....** and in consideration of value received form (the Bidder above), we hereby agree to undertake as follows:

1. To make unconditional, immediate and forthwith payment of the sum of ( ) upon your FIRST and SIMPLE written demand without further recourse, question, query, deferment, contestation or reference to the bidder, account party or any other person in the event of the withdrawal of the aforesaid bid by the BIDDER before the end of the period specified in the Bid after the opening of the same for the validity thereof or if no such period be specified, within 210 days after the said opening or if the Bidder, having been notified of the acceptance of his bid by the Company during the period of bid validity:

i. Fails, refuses or delays to accept / execute purchase order as per Tender / Contract's terms & conditions.

OR

ii. Fails, refuses or delays to sign / execute the Contract as per Tender / Contract's terms & conditions.

OR

iii. Fails, refuses or delays to furnish Performance Bond and / or Advance Bank Guarantees.

OR

iv. Submit forged / fake document(s) in support of their bid.

2. To accept written intimation from you as conclusive, sufficient and final evidence of the existence of a default of non-compliance, breach or default as aforesaid on the part of the BIDDER and to make payment immediately and forthwith upon receipt of your FIRST and SIMPLE written intimation.

3. No grant of time or other indulgence to, or composition or arrangement with the BIDDER in respect of the aforesaid Bid with or without notice to us shall affect this Guarantee and our liabilities and commitments hereunder.

4. This is an independent and direct obligations guarantee and shall be binding on us and our successor in interest and shall be irrevocable.

The Guarantor Bank warrants and represents that it is fully authorized, empowered and competent to issue this guarantee.

**(BANKER)**



**OIL & GAS DEVELOPMENT COMPANY LIMITED  
OFFICE OF THE MANAGER (SCM)  
(LOCAL PO)**



OGDCL House , Jinnah Avenue, Islamabad  
Pakistan

Phone:

Fax:

F.O No.

To

Supp. No

Address

Subject: **Purchase Order No.** \_\_\_\_\_

Date:

Attachments:

Reference PR:

Dear Sir,

Reference to your Quotation # dated regarding procurement of

A/C Code: SCM LOCAL( )

Item No.	Material No.	Material Description	Unit	Qty	Unit Price (PKR)	Value Price (PKR)	Sales Tax (GST)		Net Price (PKR)	Delivery Date	Delivery Location	
							Rate	Value			Plant Code	Plant Name
Total Price												

Amount in Words:

**TERMS & CONDITIONS:**

Delivery Place:

Delivery Period:

Payment Terms:

Performance Bond:

Additional Note:

FOR OIL AND GAS DEVELOPMENT COMPANY LIMITED

**GENERAL TERMS AND CONDITIONS**

1. **GENERAL:** These terms and conditions shall form an integral part of this Local Purchase Order and both the Supplier/Seller and the Purchaser shall be bound by all the provisions contained hereunder.
2. **DELIVERY:**
  - a. The material strictly according to specification must be delivered through Delivery Challan in triplicate at the place and within the time mentioned in this order (on reverse) by you at your own expenses {excluding a grace period of 07 (seven) days for postal delivery of this Purchase Order}.
  - b. Time is of the essence of this order.
3. **EXTENSION IN SUPPLY PERIOD:** Supply period may be extended in exception cases provided that;
  - a. Force Majeure case is established by the Supplier.
  - b. A written request is made within a week time before expiry of supply period.
4. **INSPECTION:** All items of this order will be subject to acceptance/rejection by the Inspection Committee/3rd Party Inspector (if required), who will give its decision within 07 days of receipt of material. Rejected material shall be removed / replaced by the Supplier within 07 days from the date of receipt of letter/fax, issued by the SCM Deptt. The Supplier will be liable to pay storage charges @ ½ % of the cost of rejected material on every day basis if the same is not removed within 07 days. After 07 days the penalty will be charged at the rate of 5% per day with the supplier's maximum liability under this clause not to exceed 5% of the total value of the Purchase Order.
5. **LIQUIDATED DAMAGES:**
  - a. Subject to clause 16 of Tender Document, If the supplier/contractor fails to deliver any or all of the goods/services within the time period(s) specified in the LPO/Contract, the Purchaser shall, without prejudice to other remedies under the LPO/contract, deduct from the contract price / Bank Guarantee as liquidated damages, a sum not more than 0.5% of the LPO/contract price per week or part thereof for first four weeks, 1.00% per week for next four weeks and 1.5% per week exceeding four weeks up to maximum extent of 10% of the LPO/contract value.
  - b. In case the Purchaser is satisfied that the delayed / defective shipment was due to some mistake or circumstances beyond the control of the contractor and the contractor has not intentionally or negligently contributed in the delay, the Purchaser may impose Liquidated Damages for not more than a sum equivalent to 0.5% of the delayed or defective shipment per week or part thereof for first two weeks, 1.00 % per week for next three weeks and 1.5% per week exceeding five weeks but not exceeding 10% of the LPO/contract value of the delayed/defective shipment provided that the contractor takes immediate remedial measures for the- replacement of defective shipment and takes prompt steps to mitigate the delay. The Purchaser may however, impose Liquidated Damages as per
    - (a) above if the delayed or defective shipment has affected the project completion schedule or has resulted in production losses.
  - c. Even after imposition of LDs, if the supplier fails to materialize the delivery (material and or services); the Purchaser reserves the right to cancel Purchase order/contract and to forfeit the Guarantee (if applicable) after intimating the supplier for such cancellation / forfeiture.
6. **DOCUMENTATION FOR PAYMENT:**
  - a. 1/5 withholding tax will be deducted from your payment in following manners:
    - i. No deduction of withholding tax for imported goods and value added tax has been paid at the time of import stage.
    - ii. 1/10th of withholding Sales Tax will be deducted for Local goods (Distributors, Wholesalers, Dealers including Petroleum Dealers, Retailers).
    - iii. 1/5th of withholding Sales Tax will be deducted for Locally Manufacturers and Importers.
    - iv. 1% of withholding Sales Tax will be deducted for sales tax un-registered firms.
  - b. Following documents must be provided directly to Manager (Accounts), OGDCL House, Islamabad for processing the case to release payment:
 

<u>Accountable Documents</u>	<u>To be provided by</u>
i. Original Commercial Invoice(s) (as per LPO) having NTN/CNIC Numbers	Vendor -
ii. Original Sales Tax Invoice(s) along with Copy of Annexure "C" issued by FBR	Vendor -
iii. Original Freight/Insurance Invoice (where applicable)	Vendor -
iv. Original Delivery Challan duly signed & Stamped by Location/Store Incharge	- I/c Store
v. Original / System generated LRS duly signed & Stamped by Location/Store Incharge	- I/c Store
vi. Original / System generated Inspection Report duly signed & Stamped by Location/ Store Incharge	-I/c Store
vii. Copy of valid Professional Tax Paid/Clearance Certificate	Vendor
viii. Copy of National Tax Number Certificate (NTN)	Vendor -
ix. Copy of General Sales Tax Number Certificate (GST)	Vendor -
x. Completion Certificate duly signed & stamped (where applicable)	- I/c Store
xi. Copy of valid Tax Exemption Certificate (if any)	Vendor -

**Note:** No payment will be processed in the absence of above mentioned documents. Vendors are advised to submit complete documents mentioned above to avoid delay in processing of the payment.
7. You are encouraged to inform the M.D. and Head of Department(s) on the following addresses/contacts, in case where any OGDCL employee asks for any type of favour whether monetary or in kind:
 

DESIGNATION	ADDRESS	TEL #	FAX #	E. MAIL
<b>MANAGING DIRECTOR</b>	<b>OGDCL HOUSE, JINNAH AVENUE, ISLAMABAD</b>	<b>051-9209701</b>	<b>051-9209708</b>	
<b>GENERAL MANAGER (SUPPLY CHAIN MANAGEMENT)</b>		<b>051- 920023511</b>	<b>051-9209859</b>	
8. **GOVERNING LAW:** This Local Purchase Order and any matter relating thereto shall be governed by the laws of Pakistan.
9. **WARRANTIES:** Supplier/Seller warrants that all goods, material, equipment or services furnished hereinabove will conform strictly to the Purchaser's specifications.
10. **TITLE:** Supplier/seller warrants that the goods, material, equipment shall be delivered free from any and all security interests, liens, encumbrances and claims of any nature.
11. **COMPLIANCE WITH LAWS:** Supplier/seller agrees to indemnify the Purchase for any loss, damage or cost suffered by the Purchaser as a consequence of the Supplier/seller's failure, deliberate or otherwise, to comply with any applicable laws, rules, regulations or orders/directives of any public sector entity and/or Government.
12. **ARBITRATION:** Any dispute, difference or question arising out of or in respect of this Purchase Order shall be settled by arbitration in accordance with the Arbitration Act, 1940.
13. **ACKNOWLEDGEMENT:** Please acknowledge receipt of this order within 03 days otherwise acceptance of all contents of LPO will be assumed.

**SPECIMEN OF BANK GUARANTEE AS PERFORMANCE BOND**

**Guarantee #** \_\_\_\_\_

**Date of issue :-** \_\_\_\_\_

**Date of expiry:-** \_\_\_\_\_

**Amount :-** \_\_\_\_\_

**Oil & Gas Development Company Limited**

Supply Chain Management Department OGDCL House,  
Jinnah Avenue,  
Islamabad.

Dear Sir,

Ref; our Bank Guarantee No. \_\_\_\_\_ in the sum of  
\_\_\_\_\_ Account \_\_\_\_\_ in  
consideration of you having entered into Purchase Order/Contract  
No. \_\_\_\_\_ with \_\_\_\_\_ called Contractor and in  
consideration for value received from CONTRACTOR. We hereby agree and undertake as  
followings:

- 1 To make unconditional, immediate and forthwith payment to you as called upon of an amount (equivalent to \_\_\_\_\_% of total contract/purchase order value) mentioned in the said contract/Purchase Order, on your written FIRST and SIMPLE demand without further recourse, question, query, deferment, contestation or reference to CONTRACTOR or any other person in the event of default, non-performance or non- fulfillment by CONTRACTOR of his obligations, liabilities, responsibilities or in case if any forged or fake documents are found at any stage under the said contract of which you shall be the sole and absolute judge.
- 2 To accept written intimation from you as conclusive and sufficient and final evidence of the existence of the default or breach as aforesaid on the part of CONTRACTOR and to make payment immediately and forthwith upon receipt of your FIRST and SIMPLE written demand.
- 3 To keep this Guarantee in full force from the date hereof until 12 months from the date of delivery of last consignment of the material at given destination as per LPO/ Contract.
- 4 That no grant of time or other indulgence to, amendment in the terms of the Contract by agreement between the parties, or imposition or Agreement with CONTRACTOR in respect of the performance of his obligations under the said Agreement, with or without notice to us, shall in any manner discharge or otherwise affect this Guarantee and our liabilities and commitments thereunder.
- 5 This is an independent and direct obligation guarantee and shall be binding on us and our successors interest and shall be Irrevocable.
- 6 This guarantee shall not be affected by any change in the constitution of the Guarantor Bank or the constitution of the Contractor.
- 7 The Guarantor Bank warrants and represents that it is fully authorized, empowered and competent to issue this guarantee.

(BANKER)

*Note: The PBG should be valid for 100% value to cover the delivery of the last consignment/ completion of project whichever is later plus 08 weeks\*.*

*\* 08 weeks are required to cover the period for authenticity of PBG, inspection and clearance period and minor extension in delivery period (in any) etc.*

**BANK GUARANTEE AS ADVANCE PAYMENT**

Guarantee # \_\_\_\_\_

Date of issue :- \_\_\_\_\_

Date of expiry:- \_\_\_\_\_

Amount :- \_\_\_\_\_

**Oil & Gas Development Company Limited**

Supply Chain Management Department

OGDCL House, Jinnah Avenue,

**Islamabad.**

1. WHEREAS M/s \_\_\_\_\_ (hereinafter called the Supplier) have requested us to furnish a Bank Guarantee for Pak Rs. \_\_ (Rupees \_\_\_\_\_) being \_\_\_% advance of the ordered value of Pak Rs. \_\_ (Rupees \_\_\_\_\_) in respect of LPO # IBA/ issued on \_\_\_\_.
2. AND IN CONSIDERATION of your paying an advance of Pak Rs. \_\_\_\_\_ , Rupees ( \_\_\_\_\_) hereby guarantee to pay on demand a sum of Pak Rs. \_\_\_\_\_.

WE ALSO HEREBY AGREE:

- a) to make unconditional payment of maximum amount of Pak Rs. \_\_\_\_\_ without any question and without referring to the Supplier.
- b) to keep the guarantee in force till \_\_\_\_\_.
- c) to extend the period of enforceability of this guarantee if it becomes necessary to you and agreed to by us.
- d) we further undertake not to revoke this guarantee during its specified duration as above state except with your consent.

(BANKER)

*Note: The Advance Bank Guarantee should be valid for 100% value to advance till 06 weeks\* from the date of the delivery of last consignment/ completion of project whichever is later.*

\* *06 weeks are required to cover the period for authenticity of Advance Bank Guarantee, preparation of advance cheque etc.*

**Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts**

1. **Name**
2. **Father's Name/Spouse's Name**
3. **CNIC/NICOP/Passport No.**
4. **Nationality**
5. **Residential address**
6. **Email address**
7. **Date on which shareholding, control or interest acquired in the business.**
8. **In case of indirect shareholding, control or interest being exercised through intermediary companies, entries or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided:**

1	2	3	4	5	6	7	8	9	10
Name	Legal Form (Company/Limited Liability Partnership/ Association of Persons/ Single Member Company/Partnership Firm/Trust/Any other individual, body corporate (to be specified))	Date of incorporation/ registration	Name of registering	Business Address	Country	Email Address	Percentage of shareholding, control or interest of BO in the legal person or legal arrangement	Percentage of shareholding, control or interest of legal person or legal arrangement in the company	Identify of natural person who ultimately owns or controls the legal person or arrangement

9. **Information about the Board of Directors (details shall be provided regarding number of shares in the capital of the company as set opposite respective names).**

1	2	3	4	5	6	7	8
Name and surname (In Block Letters)	CNIC No. (In case of foreigner, Passport No.)	Father's/ Husband's Name in full	Current Nationality	Any other Nationality (ies)	Occupation	Residential Address in full or the registered/ principal office address for a subscribers other than natural person	Number of shares taken by cash subscriber (in figures and words)
			Total Number of Shares taken (in figures and words)				

10. **Any other information incidental to or relevant to Beneficial Owner(s).**

**Name and signature**  
**(Person authorized to issue notice on behalf of the company)**

**MASTER SET OF TENDER DOCUMENT**  
**AND IT'S TERMS AND CONDITIONS SHALL BE**  
**APPLICABLE**  
**TO ALL THE UPCOMING TENDERS ON SINGLE**  
**STAGE TWO ENVELOPE BIDDING PROCEDURE**  
**FOR SUPPLY OF MATERIAL ON F.O.R. BASIS**

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**ANNEXURE: The Tender Document comprises of the following Annexures:**

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**OIL & GAS DEVELOPMENT COMPANY LTD**  
**SUPPLY CHAIN MANAGEMENT DEPARTMENT**  
**(LOCAL PROCUREMENT)**

**INTRODUCTION:**

Oil & Gas Development Company Ltd having its General Sales Tax No. **07-02-2802-001-55** and National Tax No. **0787223-2** (hereinafter referred to as the Purchaser) invites sealed bids from eligible bidder(s) for “**Single Stage Two Envelope Bidding Procedure**” as per PPRA rules.

Technical and Financial Bids for supply and delivery of goods, materials, equipment and/or services described in the Request for Proposal (RFP). All the Annexures are integral part of the Tender Document and its compliance is required by all the prospective bidder(s)..

**1. INSTRUCTIONS TO BIDDER(S):**

- 1.1. The invitation for Bids is open to all prospective supplier, manufacturers or authorized agents/dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business.
- 1.2. The bidder(s) shall bear all cost associated with the preparation and delivery of their bid bond, and the Purchaser will in no case be responsible or liable for those costs.
- 1.3. In case of any doubt as to the meaning of any portion of the Specifications or other Terms and Conditions, bidder(s) may seek clarification of the same in writing through SAP-Ariba Portal, but not later than **ONE** week prior to deadline for submission of bid(s) prescribed by the Purchaser. All clarifications shall be treated integral part of the RFP.
- 1.4. At any time prior to the deadline for submission of bids, a modification in RFP in the form of an addendum can be issued in response to a clarification requested by a respective bidder(s) or even whenever the Purchaser considers it beneficial to issue such a clarification and/or amendment to all bidder(s) through SAP-Ariba Portal. The clarification/amendment issued (in general) shall be posted in RFP for the intimation to all the prospective bidder(s).
- 1.5. Sealed envelope containing original “**Bid Bond**” for an amount mentioned in the RFP must be delivered at OGDCL Reception on or before the date & time of bid submission mentioned in Tender Notice and to be marked as follows:

**MANAGER (SCM) LOCAL**  
**SUPPLY CHAIN MANAGEMENT DEPARTMENT**  
**OIL & GAS DEVELOPMENT COMPANY LIMITED**  
**OGDCL HOUSE JINNAH AVENUE, ISLAMABAD (PAKISTAN)**

**Bid Bond for (RFP Number)**  
**Bid Opening Date & Time (\_\_\_\_\_)**

- 1.6. The Purchaser will not take any responsibility for collecting the bid bond from any Agency
- 1.7. The Purchaser reserves the right to increase or decrease the quantities or may cancel any or all items shown in the Request for Proposal without assigning any reason thereof.
- 1.8. The Purchaser reserves the right to have the items inspected by its own representative, or by 3rd party at its own cost (if required).
- 1.9. It must be indicated in the offer that the quotation fully conforms to RFP and Terms and

#### Conditions of the Tender.

- 1.10. The Purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all the bids at any time prior to award of Purchase Order without thereby incurring any liability to the affected bidder(s) or any obligation there under. However, OGDCL shall upon request communicate to any bidder(s) who submitted bid, the grounds for its rejection, but it is not required to justify those grounds.
- 1.11. Unsolicited advice/clarifications and personal approaches by the bidder(s) at any stage of evaluation are strictly prohibited and shall lead to disqualification.
- 1.12. Bidders shall submit offer that comply with the requirements of the RFP including the basic Bidder's technical design as indicated in the RFP (Request for Proposal).
- 1.13. The bidder(s) are expected to examine all instructions, forms, terms and specifications in the RFP. Failure to furnish all information required by the RFP or submission of a bid not substantially responsive to RFP in all respect will result in the rejection of the bid(s).
- 1.14. All prospective bidder(s) are advised to read carefully all terms & conditions mentioned in the Tender Documents prior to filling / submission of their quotation.
- 1.15. The Bidder/Supplier/Contractor/Agent must particularly note that in case of submission of forged document, withdrawal of bid during bid validity, fails or refuses to sign purchase order/contract, non-acceptance or meet the purchase/service order's terms & conditions, non-execution of work, non-submission of relevant bank guarantee as per tender terms, non-supplies as per specifications, non-fulfillment of contractual obligations, under performance, non-compliance of contractual obligations vital for execution, repeated non- performance, indulged in corrupt and fraudulent practices, tax evasion, criminal misappropriation by a court of competent authority or any other reason , Bidder/Supplier/Contractor/Agent will be liable to severe punitive action by the Purchaser/OGDCL leading to Blacklisting/Debarment in addition to any other legal action that shall be initiated.

**The procedure of Blacklisting/Debarment is uploaded on OGDCL's website at following link: <http://ogdcl.com/uploads/tender/BlackListingProcedure.pdf> which is an integral part of this Tender Document.**

- 1.16. Bank Guarantees as Bid Security/Bid Bond/Earnest Money/Performance Bond/ Advance Payment must be submitted strictly in accordance with the format of the Tender Document. Extension in any of these guarantees (if required), must be submitted in original 15 days before the expiry date, otherwise, OGDCL may proceed for encashment.
- 1.17. Bid Bond/Bid Security/Earnest Money/Performance Bond in shape of Pay Order / Demand Draft / Online Transfer/ Cash Deposit Receipt (CDR) issued by Schedule Bank of Pakistan or foreign bank operating / having branch in Pakistan is acceptable. However, bank guarantees, shall be acceptable from Schedule Bank of Pakistan or a foreign bank operating / having branch in Pakistan with "AA" rating.

#### **PRE-BID MEETING (IF APPLICABLE)**

- 1.18. If OGDCL so desired the Bidders are invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned in the RFP. During this pre-Bid meeting, prospective Bidders may request clarification of the RFP, the Evaluation Criteria or any other aspects of the RFP.
- 1.19. Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be uploaded on SAP-Ariba Portal. Any modification to the RFP that may become necessary as a result of the pre-Bid meeting shall be made by OGDCL exclusively through the use of an Addendum. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

## **SAMPLE:**

- 1.20. Where a sample(s) is required by OGDCL, the sample shall be:
  - a) Received on, or before, the closing time and date for the submission of bids; and
  - b) Evaluated to determine compliance with all characteristics listed in the RFP.
- 1.20 OGDCL shall retain the sample(s) of the successful Bidder. OGDCL shall reject the Bid if the sample(s)-
  - a) do(es) not conform to all characteristics prescribed in the RFP; and
  - b) Is/are not submitted within the specified time clearly mentioned in the RFP.
- 1.21 Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.
- 1.22 Samples made up from materials supplied by OGDCL shall not be returned to a Bidder nor shall OGDCL be liable for the cost of making them.
- 1.23 All samples produced from materials belonging to an unsuccessful Bidder shall be kept by OGDCL till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).

## **BID PRICES:**

- 2.1 Firm Prices must be quoted in Pakistani currency including all applicable taxes, duties, levies and charges like handling, loading, transportation and un-loading, Octroi and Zila Tax etc. except General Sales Tax/Provincial Sales Tax/ICT Sales Tax on FOR basis i.e. delivery of material at Purchaser's stores mentioned in the Request for Proposal (RFP). Conditional bid / bid having any price adjustment formula will be rejected. GST shall be paid at actual by OGDCL after submission of Annexure C.
- 2.2 Bids offering prices in foreign currency will be rejected.
- 2.3 Sales Tax on goods as well as services is applicable in Pakistan under federal/provincial sales tax laws. The Contractor/Supplier being registered with respective federal/provincial revenue authority of Pakistan is entitled to charge applicable sales tax over and above its bid price and will be responsible for the payment of such sales tax to the respective revenue authority as per the prevailing federal/provincial sales tax laws. OGDCL being the withholding agent shall withhold sales tax from the contractor /supplier (whether registered or unregistered), as per applicable sales tax Withholding Rules.
- 2.4 All tender Annexures (unpriced) to be submitted with technical bid through SAP Ariba shall be duly filled-in, signed and stamped by authorized representative of bidder(s) mentioning name and designation of the person (s). The bid prepared by the Bidder shall be as per requirement of RFP.
- 2.5 Quoted prices shall be valid for the period mentioned in RFP from the opening date of the Technical Bid.
- 2.6 Technical brochure/literature confirming Size, Brand & Country of Origin of quoted items/material must be attached with the Technical Bid (where deemed necessary).
- 2.7 OGDCL is entitled to avail concessionary rate of duty (5%) under the provision of S.R.O 678(I)/2004 for the material that are not manufactured locally. Bidders are advised to use this concessionary rate of duty and quote their most competitive prices observing laid down conditions of S.R.O 678(I)/2004. OGDCL will issue a letter to Custom Authorities to facilitate clearance of consignment by the successful bidder(s). Bidder(s) should clearly mention in his

bid that quoted prices are as per SRO 678 and claim issuance of recommendation letter for Custom clearance to avail concessionary rate. The bidders are requested to separately and very clearly mention the Cost of Goods and applicable duties and taxes as applicable under the provision of S.R.O 678(I)/2004.

- 2.8 Bidder(s) who disclose quoted prices anywhere in the Technical Bid, their bid shall be rejected.
- 2.9 Prices quoted by the Bidder shall be fixed (firm & final) during the Bidder's performance of the contract / Purchase order and not subject to change or variation on any account.

### 3. **BID SECURITY/ BID BOND:**

- 3.1. The bidder(s) shall furnish, as part of his bid, copy of Bank Draft/Call Deposit/Pay order/Online Transfer (in OGDCL PKR Account No.PK65 HABB 0008 7400 1592 3103) or Bank Guarantee (As per Annexure-D), in line with Instruction to Bidder Clause No.1.16, in favor of **OGDCL** as per amount mentioned in RFP as Bid Security/ Bid Bond/Earnest Money with Technical Bid (No exemption of Bid Bond is allowed as per PPRA Rule 2004 whether the Bidder is from Public or Private Sector). However, Original banking instrument must be delivered at OGDCL Reception on or before the date & time of bid submission as instructed at Clause No.1.5.
- 3.2. Extension in Bid Bond in shape of Bank Guarantee (if required), must be submitted in original 15 days before the expiry date otherwise OGDCL may proceed for encashment.
- 3.3. Any Bid not accompanied by Bid Security/ Bid Bond/Earnest Money with Technical Bid shall be rejected without any right of appeal. Crossed Cheque/Insurance Guarantee/Swift Message will also not be accepted.
- 3.4. The Bid Security/Bid Bond/Earnest Money shall be returned as per following manner:
  - a) The Bid Security/ Bid Bond/Earnest Money of bidder(s) whose bid is rejected under will be returned forth-with.
  - b) The Bid Security/ Bid Bond/ Earnest Money of Technically Non Responsive Bidder(s) shall be returned within two weeks of technical evaluation report uploading / settlement of grievance, if any.
  - c) The Bid Security/ Bid Bond/ Earnest Money of the unsuccessful/financially higher bidder(s) will be released within two weeks of financial evaluation report uploading / settlement of grievance, if any.
  - d) The Bid Security/ Bid Bond/ Earnest Money of the lowest/most advantageous bidder(s) will be returned after authenticity/realization of Amount of Performance Bond.
  - e) The Bid Security/ Bid Bond/ Earnest Money of the lowest/most advantageous bidder/ Supplier/Contractor where Performance Bond is not required shall be returned after complete delivery and inspection of the material /services.
- 3.5. The Bid Security/ Bid Bond shall be forfeited/confiscated if a bidder(s):
  - a) Withdraw their bid during the period of bid validity. OR
  - b) Fails to provide Performance and/or Advance Bank Guarantees. OR
  - c) Submit Forged document in support of their bid. OR
  - d) Fails to supply the short/wrong shipped items. OR
  - e) Any other reason warranting the confiscation of the Guarantee. OR
  - f) Fails to execute Purchase Order and/or Contract in accordance with the tender document. OR
  - g) In case of any loss or damage suffered by the Purchaser due to any of the aforementioned act of the bidder(s) is more than the Liquidated Damages, the Purchaser will be entitled to mitigate/recover the losses through encashment of Bid Securities/ Bank Guarantee(s)/Earnest Money(s) or forfeiture of Security furnished by the bidder in other procurement cases.

**4 DEADLINE FOR SUBMISSION OF BIDS:**

- 4.1 The bidders must ensure that the bids must be submitted online on or before as per schedule mentioned in Press Tender Notice/ RFP and any delay will not be on the part of Purchaser.

**5 LATE BID BONDS:**

- 5.1 The Purchaser does not take any responsibility for collecting the bid bond from any Agency/Courier Company etc. The bid bond received after closing time or date shall be returned to bidder unopened and accordingly their bid shall be rejected.

**6 BID OPENING:**

- 6.1 Technical Bids will be opened online through SAP-Ariba Portal on the date and time mentioned in the tender notice in the presence of bidder's representative(s) who may choose to attend on date, time and location mentioned above. Thereafter, Only Financial Bid(s) of Technically responsive bidder(s) will be opened online publicly.
- 6.2 The bidder(s) names, bid prices including bid price modification and bid withdrawals, if any, will be announced at the time of financial bid opening.
- 6.3 The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record.
- 6.4 In case the due date of bids submission/ opening falls on a holiday, the bids and bid bond shall be submitted/ opened on the next working day.

**7 PRELIMINARY EXAMINATION AND CORRECTION OF ERRORS:**

- 7.1 The purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required Annexures and sureties have been furnished, whether the documents have been properly signed, whether the bids are generally in order.
- 7.2 Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:
- a) Where there is a discrepancy between amount in figures and word, the amount in word will prevail.
  - b) Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit prices quoted will govern, unless there is an obvious gross arithmetical error in unit price, in which event, the extended amount quoted would prevail.
- 7.3 The amount stated in the Bid will, be adjusted by OGDCL in accordance with the above procedure for the correction of errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid security shall be forfeited.

**8 DETERMINATION OF RESPONSIVENESS:**

- 8.1 After opening of the bids by Tender Opening Committee, concerned user Department of OGDCL will technically evaluate the received bid(s) and determine whether each bid is substantially responsive to the requirements of the RFP or otherwise.
- 8.2 For the purpose of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions and specifications of the RFP without material deviation or reservation. A material deviation or reservation is one that:

- a) means in-consistent with the RFP, affects in any substantial way the scope, quality or performance of the services.
  - b) limits in any substantial way, the Purchaser's right or the bidder's obligation under the contract.
- 8.3 A bid determined to be a non-responsive will be rejected and shall not subsequently be made responsive by the bidder(s) by correction of the non-conformity.
- 8.4 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 other bidder(s).
- 8.5 To assist in determining a bid's responsiveness the bidder(s) may be asked for a clarification of his bid/RFP message board / email. The bidder(s) is not permitted, however, to change bid price or substance of his bid.
- 8.6 Technical Evaluation Report (TER) shall be placed on Ariba Message board/ website for the information of all the Bidders. The Bidders may lodge a written complaint for redressal of grievances and disputes, if any, to **Bidders Grievance Redressal Committee (BGRC)** within Seven (07) Days of the announcement of the Technical Evaluation Report and Five (05) Days after announcement of Final/Financial Evaluation Report at [bgrc@ogdcl.com](mailto:bgrc@ogdcl.com) on the "Grievance Application Form" available at OGDCL website. After lapse of stipulated seven days (07) period for lodging a complaint or grievance on TER and Five days (05) period on FER, no grievance is permitted and shall be considered as time barred.
- 8.7 Therefore, all bidders are advised to keep in touch and regularly visit OGDCL's website for knowing the status / outcome of their submitted bid proposals. The detail mechanism of lodging grievance is available at OGDCL's website under the Title bar of Tenders, Grievances Committee.
- 8.8 A Bidder may be ineligible if –
- a) he is declared bankrupt or, in the case of company or firm, insolvent;
  - b) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;
  - c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;
  - d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct;
  - e) the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.
  - f) The firm, supplier and contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.

**9 ISSUANCE OF LETTER OF AWARD/INTENT (LOA/LOI):**

On acceptance of the bid, LOA/ LOI shall be issued to the successful bidder. The successful bidder shall confirm the acceptance of the terms and conditions stipulated in the LOA/LOI within 03 days of issuance of the LOA/LOI, otherwise acceptance of all the contents of the LOA/LOI shall be assumed. The successful bidder shall submit Performance Bond as per Clause No.11.1 of tender document.

**10 ISSUANCE OF LOCAL PURCHASE ORDER (LPO):**

10.1 The Purchaser will issue Purchase Order to the successful bidder(s) whose bid is determined to be lowest/ most advantageous. Its terms & conditions shall be mentioned on its overleaf.

## **11 PERFORMANCE BOND:**

11.1 The successful bidder will have to submit a Performance Bond equal to the % percentage mentioned in the RFP for the total value of Purchase Order and/or Contract exclusive of GST/PST/ICT within fifteen days after issuance of Letter of Award, in shape of either Pay Order/ Demand Draft/ CDR/ Online Transfer (in OGDCL PKR Account No.PK65 HABB 0008 7400 1592 3103) or Bank Guarantee strictly as per relevant Annexure (with no change in text) in line with Tender Document Clause No.1.16.

11.2 In case the successful bidder(s) fails to furnish Performance Bond as per Clause #11.1, the firm shall be debarred from participation in any future tender of the purchaser in addition to the action taken against such bidder(s) as per clause 3.5.

11.3 The Purchaser reserves the right to check the authenticity of Performance Bond from the concerned Bank.

11.4 The Performance Bond shall be confiscated if they:

- a) Fails to provide Advance Bank Guarantee (where applicable). OR
- b) Submit Forged document in support of their bid. OR
- c) Fails to execute Purchase Order and/or Contract in accordance with the terms& conditions of tender document/LPO/Contract. OR
- d) Fails to supply the short/wrong shipped items. OR
- e) Any other reason warranting the confiscation of the Guarantee. OR
- f) In case of any loss or damage suffered by the Purchaser due to any of the aforementioned act of the bidder(s) is more than the Liquidated Damages, the Purchaser will be entitled to recover the losses through encashment of Bid Securities/ Bank Guarantee(s)/Earnest Money or forfeiture of Security furnished by the bidder in other procurement cases.

## **12 PAYMENT:**

12.1 Payment will be made as per terms & conditions of the RFP & Purchase Order(s) and/or Contract.

12.2 In cases, where payment has to be made after delivery, the payment shall be made after furnishing the required documents mentioned on the overleaf of the LPO.

## **13 DELIVERY SCHEDULE:**

13.1 Delivery of required material against this tender is to be completed as soon as possible from the date of receipt of firm Purchase Order, excluding a grace period of 07 days allowing for postal delivery of Purchase Order/ issuance of advance payment cheque.

## **14 EXTENSION IN THE DELIVERY PERIOD:**

14.1 Delivery of the goods shall be made by the supplier in accordance with the delivery schedule given in Purchase Order.

14.2 The supplier may claim extension of the time limits as set forth in the Purchase Order in case of: -

- a) Changes in the specifications of goods, material & equipment by the Purchaser.
- b) Delay in provision of clarifications regarding material, drawings and services by the Purchaser.
- c) Force Majeure pursuant to Clause # 16.

14.3 Justified reasons subject to a written request high-lighting the same within a period of seven working days prior to expiry of delivery period mentioned in Purchase Order.

14.4 It should be noted that a request for extension in delivery period shall be considered only if the supplier agrees in writing to pay any increase in taxes or any other charges levied by the Government during the extended delivery period. Purchaser shall not bear any additional price increase during the extended period.

14.5 In case of extension in delivery period, the supplier will extend validity of Performance Bond accordingly at his cost.

14.6 If the supplier fails to supply the ordered material for any reason, within stipulated time, the

Performance Bond shall be forfeited.

**15 LIQUIDATED DAMAGES:**

- 15.1 Subject to clause 16 of Tender Document, If the supplier/contractor fails to deliver any or all of the goods/services within the time period(s) specified in the LPO/Contract, the Purchaser shall, without prejudice to other remedies under the LPO/ Contract, deduct from the contract price / Bank Guarantee as liquidated damages, a sum not more than 0.5% of the LPO/contract price per week or part thereof for first four weeks, 1.00% per week for next four weeks and 1.5% per week exceeding four weeks upto maximum extent of 10% of the LPO/contract value.
- 15.2 In case the Purchaser is satisfied that the delayed / defective shipment was due to some mistake or circumstances beyond the control of the contractor and the contractor has not intentionally or negligently contributed in the delay, the Purchaser may impose Liquidated Damages for not more than a sum equivalent to 0.5% of the delayed or defective shipment per week or part thereof for first two weeks, 1.00 % per week for next three weeks and 1.5% per week exceeding five weeks but not exceeding 10% of the LPO/contract value of the delayed/defective shipment provided that the contractor takes immediate remedial measures for the replacement of defective shipment and takes prompt steps to mitigate the delay. The Purchaser may however, impose Liquidated Damages as per 15.1 above if the delayed or defective shipment has affected the project completion schedule or has resulted in production losses.
- 15.3 Even after imposition of LDs, if the supplier fails to materialize the delivery (material and or services); the Purchaser reserves the right to cancel Purchase order/ contract and to forfeit the Guarantee (if applicable) after intimating the supplier for such cancellation / forfeiture.

**16. LIMITATION OF LIABILITY:**

- 16.1 The supplier shall not be liable to OGDCL, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to OGDCL.
- 16.2 The aggregate liability of the Supplier to OGDCL, whether under the Contract, in tort or otherwise, shall not exceed the total Contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify OGDCL with respect to patent infringement.

**17 FORCE MAJEURE:**

- 17.1 The Contractor shall not be liable for forfeiture of his Bid Bond, Performance Bond, Liquidated damages or termination for default if, and to the extent that, his delay in performance or other failure to perform his obligations under the Contract, are the result of an event of Force Majeure. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- 17.2 The supplier shall notify the Purchaser promptly of the occurrence of Force Majeure and submit his case in writing within 07 days of such occurrence.
- 17.3 If any of the party is prevented to fulfill its assumed obligations by Force Majeure of constant duration of at least one month, the party shall meet for negotiation. If no satisfactory

agreement is reached within a period of two months from the commencement of the Force Majeure conditions, either party shall have the right to cancel the Purchase Order with immediate effect.

## **18 INSPECTION AND TEST:**

- 18.1 The Purchaser's representative(s) shall have the right to inspect and/or test the goods to confirm their conformity with respect to specifications mentioned in the Purchase Order. The representative of Supply Chain Management Department will witness the inspection (where so required).
- 18.2 Should any inspected or tested goods fail to conform to the specifications the purchaser shall reject them and supplier shall replace the rejected goods. All costs incurred on such replacement shall be entirely born by the supplier.
- 18.3 Rejected material shall be moved / replaced by the supplier within 07 days from the receipt of letter/fax issued by the SCM Department. The supplier shall be liable for the storage charges @ ½% (half percent) of the cost of rejected material on every day basis, if the same is not removed within seven days.
- 18.4 Acceptance/rejection of the material by 3<sup>rd</sup> party (where required) will be final and binding on both the parties.

## **19 WARRANTY:**

- 19.1 The supplier shall warrant that all goods supplied under Purchase Order shall be according to specifications given in Purchase Order and approved drawings/ design etc. Any deviation in material, drawing/design (where applicable) will be replaced by the supplier at his cost.
- 19.2 The Purchaser shall promptly notify the supplier in writing, of any claims arising under this warranty.
- 19.3 The supplier will invariably provide warranty/guarantee of spare and consumables.

## **20 QUALIFICATION OF SELECTED BIDDER(S):**

- 20.1 The Purchaser will determine to its satisfaction whether the bidder(s) selected as having submitted the lowest/most advantageous bid qualifies to satisfactorily perform the order.
- 20.2 The determination will take into account the bidder(s) financial, technical & production capabilities, availability of items ordered for. The bidder(s) shall provide necessary documents as proof along with the bid.
- 20.3 Any affirmative determination will be a pre-requisite for award of the Purchase Order to the bidder(s). A negative determination will result in rejection of the bid.
- 20.4 The Purchaser reserves the right at the time of award of order to increase or decrease to a reasonable extent in the quantity of goods specified in the Tender Document without any change in price or other terms and conditions.

## **21 ADVANCE BANK GUARANTEES:**

- 21.1 The successful bidder(s) will have to submit a Bank Guarantee as per format attached at (Annexure-G) as per Tender Document Clause No.1.16 equal to the amount of advance, if allowed under Tender terms within the period specified in the Letter of Award. Extension in Advance Payment Bank Guarantee (if required), must be submitted in original 15 days before the expiry date otherwise OGDCL may proceed for encashment.
- 21.2 The Purchaser reserves the right to check the authenticity of Advance Bank Guarantee from the concerned Bank.
- 21.3 The Advance Bank Guarantee will be confiscated if they:
  - a) Submit Forged document in support of their bid.

OR

- b) Fails to execute Purchase Order and/or Contract in accordance with the terms & conditions of tender document/LPO/Contract. OR
- c) Fails to supply the short/wrong shipped items. OR
- d) Any other reason warranting the confiscation of the Guarantee. OR
- e) In case of any loss or damage suffered by the Purchaser due to any of the aforementioned act of the bidder(s) is more than the Liquidated Damages, the Purchaser will be entitled to recover the losses through encashment of Bid Securities/ Bank Guarantee(s)/Earnest Money or forfeiture of Security furnished by the bidder in other procurement cases.

21. You are encouraged to inform Managing Director & General Manager (SCM) on the following addresses/ contacts, in case where any OGDCL employee ask for any type of favor whether monetary or in kind: -

DESIGNATION	ADDRESS	TEL #	FAX #	E. MAIL
Managing Director	OGDCL HOUSE, JINNAH AVENUE, ISLAMABAD	051-9209701	051-9209708	md@ogdcl.com
General Manager (Supply Chain Management)		051-920023540	051-9215090	

**BIDDING FORM (TECHNICAL BID)**

**Oil & Gas Development Company Limited,**

Supply Chain Management Department,

OGDCL House, Jinnah Avenue,

**Islamabad.**

Gentlemen,

1. Having examined the RFPs including the specifications, the receipt of which is hereby acknowledged, we the undersigned offer to supply & deliver \_\_\_\_\_ in conformity with drawings, specifications of goods and conditions of Tender Document.
2. We undertake if our bid is accepted, to commence delivery within \_\_\_\_\_ days (Please specify days) from the date of receipt of your firm Purchase Order.
3. If our bid is accepted, we will provide the Performance Bond equal to 10% of the Purchase Order excluding GST, for due performance of the purchase order.
4. We agree to abide by all the terms & conditions of the tender for the period of \_\_\_\_\_ days from the opening of technical proposal & it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extension thereof agreed by us.
5. Until a formal Purchase Order is placed, this bid, together with your written acceptance thereof, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest priced or any bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

(Signature)  
(In the capacity of)

Duly authorized to sign Bid for and on behalf of

\_\_\_\_\_

(Signature of Witness)

Name: - \_\_\_\_\_

Address:- \_\_\_\_\_

\_\_\_\_\_

**(TO BE ATTACHED WITH TECHNICAL BID)**

**BID SUMMARY SHEET**

**TENDER NO. PROC-L / \_\_\_\_\_**  
**For procurement of \_\_\_\_\_**

1. Bidder Name \_\_\_\_\_  
Address, Phone & Fax No: \_\_\_\_\_ E-mail  
address \_\_\_\_\_
2. Manufacturer Name & \_\_\_\_\_  
Country of Origin: \_\_\_\_\_  
\_\_\_\_\_
3. Items Quoted:(give serial no. only): \_\_\_\_\_
4. Price Validity: \_\_\_\_\_
5. Offered Delivery Period: \_\_\_\_\_
6. Payment Terms: \_\_\_\_\_
7. GST Registration No. \_\_\_\_\_
8. Bidding Form (Annexure-B attached with Technical Bid): Yes No
9. Bid Security/Bid Bond (copy) must be attached with Technical Bid. However,  
Original banking instrument to be submitted within bid submission deadline  
(No exemption of Bid Bond is allowed as per PPRA Rule 2004 whether the  
bidder is from Public or Private Sector): Yes No
10. Annexure-N on Non-Judicial Stamp Paper duly attested by Notary Public Yes No  
(To be attached with Technical Bid)
11. Any Deviation: \_\_\_\_\_

Signature \_\_\_\_\_

Name & Designation \_\_\_\_\_

(On official letter-head of the contractor) To be signed by the Chief Executive of the bidding company or a representative duly authorized by board resolution.

**Integrity and Ethics Undertaking**

We hereby commit and undertake to observe the following principles during our participation in the contract execution:

- a) That we will not directly or through any other person or firm, offer, promise or give to any of the employees of OGDCL involved in or relevant to the execution of the contract any gain, pecuniary benefit or facilitation payment in order to obtain in exchange any advantage of any kind whatsoever during the execution of contract or at any stage thereafter.
- b) That we did not enter with any bidder into any undisclosed agreement or understanding either formal or informal to restrict competitiveness or to cartelise in the bidding process.
- c) That we will ensure that the remuneration of agents (*if engaged*) is appropriate and for legitimate services only.
- d) That we will not use subcontracts, purchase orders or consulting agreements as means of channeling payments to employees of OGDCL.
- e) That we will not and have not committed any offence under the Pakistan Penal Code, Prevention of Corruption Act or National Accountability Ordinance to achieve any advantage, gain or benefit during the tender process or the execution of contract.

We further understand and acknowledge that any violation or transgression of the above mentioned principles will attract disqualification from doing business with OGDCL and may also result in permanent exclusion from future contact award processes.

We also accept and undertake to respect and uphold OGDCL's absolute right to resort to and impose such disqualification, debarment or exclusion.

For and on behalf of \_\_\_\_\_  
Tender No. \_\_\_\_\_  
Contract No \_\_\_\_\_

*(On official letter-head of the bidder)*

To be signed by the Chief Executive of the bidding company or a representative duly Authorized by board resolution.

**Integrity and Ethics Undertaking**

We hereby commit and undertake to observe the following principles during our participation in the tender process and during the contract execution:

- a) That we will not directly or through any other person or firm, offer promise or give to any of the employees of OGDCL involved in the tender process or execution of the contract any gain, pecuniary benefit or facilitation payment in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of contract.
- b) That we have not and will not enter with other bidders into any undisclosed agreement or understanding either formal or informal to restrict competitiveness or to cartelize in the bidding process.
- c) That we will ensure that the remuneration of agents (*if engaged*) is appropriate and for legitimate services only.
- d) That we will not use subcontracts, purchase orders or consulting agreements as means of channeling payments to employees of OGDCL.
- e) That we will not commit any offence under the Pakistan Penal Code, Prevention of Corruption Act or National Accountability Ordinance to achieve any advantage, gain or benefit during the tender process or the execution of contract.

We further understand and acknowledge that any violation or transgression of the above mentioned principles will attract disqualification from the tender process and may also result in permanent exclusion from future contact award processes.

We also accept and undertake to respect and uphold OGDCL's absolute right to resort to and impose such disqualification, debarment or exclusion.

For and on behalf of \_\_\_\_\_  
Tender No. \_\_\_\_\_

Form 4

**Mandatory for participation in Bidding Process****AFFIDAVIT****(To be attached with Technical bid)**

I.....S/o....., aged.....year, working as Proprietor/ Managing Partner / Director of M/s.....having its register office at .....do hereby solemnly affirm and declare on oath as under:

1 That I am competent to swear this affidavit/undertaking being proprietor/one of the partners/Director of M/s.....

2 That M/s.....is a proprietorship / partnership firm / company is participating in tender process conducted by OGDCL.

3 That I hereby confirm and declare that none of my/our group /sister concern/associate company is participating/submitted this tender.

4 That I hereby confirm and declare that my/our firm/company M/s\_ and my/our firm/ group/ company/ sister concern / associate company or any of its directors have not been blacklisted/de-listed by any institutional agencies / Govt. Dept. / Public sector / foreign country, international organization or other foreign institutions.

5 That I hereby confirm and declare that I am not been associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.

OR

- |   |    |
|---|----|
| a) have controlling shareholders in common;   | OR |
| b) receive or have received any direct or indirect subsidy from any of them;  | OR |
| c) have the same legal representative for purposes of this Bid;   | OR |
| d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the OGDCL regarding this Bidding process. |    |

1. That there is no change in the Name & Style, Constitution and Status of the firm, after Pre-qualification.

2. That I further undertake that in case any of the facts contained above and in our application is round other-wise or incorrect or false at any stage, my/our firm/company/ group/sister concerns/ associate companies shall stand debarred from the present and future tenders of the OGDCL.

*(Signature of the Proprietor/ Managing Partner/Director with Seal)*

DEPONENT

Verified at \_\_\_\_\_ on \_\_\_\_\_ that the contents of paras 1 to 6 of this affidavit are true and correct to best of my knowledge and no part of this is false and nothing material has been concealed or falsely stated therein.

*(Signature of the Proprietor/ Managing Partner/ Director with Seal) DEPONENT*

*(Signature & Seal of Notary)*

**Note: The procedure of Blacklisting / Debarment is uploaded on OGDCL's website at following link: <http://ogdcl.com/uploads/tender/BlackListingProcedure.pdf> which is an integral part of this Tender Document.**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.**  
**CERTIFICATE**

Submitted to OGDCL with the reference to Purchase Order No. \_\_\_\_\_ hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privileges or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any corrupt business practice.

Without limiting the generality of the foregoing, the Seller/ Supplier represents and warrants that it has fully declared the brokerage, commission, fees etc., paid or payable to anyone and not given or agreed to give and shall not be given or agree to give to anyone within or outside Pakistan either directly or indirectly through any national or juridical person, including its affiliate, agent, associate, broker, consultant, briber, finder's fee or kickback, whether described as consultant fee or otherwise, with the object of obtaining or including the procurement of a contract right, interest, privilege or other obligation or benefit in whatsoever form from GOP except that privilege or other obligation or benefit in whatsoever form from GOP except that which has been expressly declared pursuant hereto.

The Seller/Supplier certifies that it has made and will make full disclosure of all agreement and arrangements with all persons in respect of or related to the transaction with GOP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

The Seller/ Supplier accepts full responsibility and strict liability for making any false declaration not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, Privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GOP under any law, contract or other instrument, be void ab initio at the option of GOP.

Notwithstanding any rights and remedies exercised by GOP in this regard, the Seller/ Supplier agrees to indemnify GOP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GOP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Seller/Supplier as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

For & On Behalf of  
Seller/ Supplier

**SPECIMEN OF BANK GUARANTEE AS BID SECURITY/BID BOND/EARNEST MONEY**

Oil & Gas Development Company Limited,  
OGDCL House, Jinnah Avenue,  
Blue Area, Islamabad.

Guarantee No.....  
Date of issue.....  
Date of expiry.....  
Amount.....

Dear Sir,

In consideration of M/S .....herein after called "THE BIDDER" having submitted the accompanying Bid with reference to OGDCL tender enquiry No. **PROC.....** and in consideration of value received form (the Bidder above), we hereby agree to undertake as follows:

1. To make unconditional, immediate and forthwith payment of the sum of ( ) upon your FIRST and SIMPLE written demand without further recourse, question, query, deferment, contestation or reference to the bidder, account party or any other person in the event of the withdrawal of the aforesaid bid by the BIDDER before the end of the period specified in the Bid after the opening of the same for the validity thereof or if no such period be specified, within 210 days after the said opening or if the Bidder, having been notified of the acceptance of his bid by the Company during the period of bid validity:

i. Fails, refuses or delays to accept / execute purchase order as per Tender / Contract's terms & conditions.

OR

ii. Fails, refuses or delays to sign / execute the Contract as per Tender / Contract's terms & conditions.

OR

iii. Fails, refuses or delays to furnish Performance Bond and / or Advance Bank Guarantees.

OR

iv. Submit forged / fake document(s) in support of their bid.

2. To accept written intimation from you as conclusive, sufficient and final evidence of the existence of a default of non-compliance, breach or default as aforesaid on the part of the BIDDER and to make payment immediately and forthwith upon receipt of your FIRST and SIMPLE written intimation.

3. No grant of time or other indulgence to, or composition or arrangement with the BIDDER in respect of the aforesaid Bid with or without notice to us shall affect this Guarantee and our liabilities and commitments hereunder.

4. This is an independent and direct obligations guarantee and shall be binding on us and our successor in interest and shall be irrevocable.

The Guarantor Bank warrants and represents that it is fully authorized, empowered and competent to issue this guarantee.

**(BANKER)**



**OIL & GAS DEVELOPMENT COMPANY LIMITED  
OFFICE OF THE MANAGER (SCM)  
(LOCAL PO)**



OGDCL House , Jinnah Avenue, Islamabad  
Pakistan

Phone:

Fax:

F.O No.

To

Supp. No

Address

Subject: **Purchase Order No.** \_\_\_\_\_

Date:

Attachments:

Reference PR:

Dear Sir,

Reference to your Quotation # dated regarding procurement of

A/C Code: SCM LOCAL ( )

Item No.	Material No.	Material Description	Unit	Qty	Unit Price (PKR)	Value Price (PKR)	Sales Tax (GST)		Net Price (PKR)	Delivery Date	Delivery Location	
							Rate	Value			Plant Code	Plant Name
Total Price												

Amount in Words:

**TERMS & CONDITIONS:**

Delivery Place:

Delivery Period:

Payment Terms:

Performance Bond:

Additional Note:

FOR OIL AND GAS DEVELOPMENT COMPANY LIMITED

**GENERAL TERMS AND CONDITIONS**

1. **GENERAL:** These terms and conditions shall form an integral part of this Local Purchase Order and both the Supplier/Seller and the Purchaser shall be bound by all the provisions contained hereunder.
2. **DELIVERY:**
  - a. The material strictly according to specification must be delivered through Delivery Challan in triplicate at the place and within the time mentioned in this order (on reverse) by you at your own expenses {excluding a grace period of 07 (seven) days for postal delivery of this Purchase Order}.
  - b. Time is of the essence of this order.
3. **EXTENSION IN SUPPLY PERIOD:** Supply period may be extended in exception cases provided that;
  - a. Force Majeure case is established by the Supplier.
  - b. A written request is made within a week time before expiry of supply period.
4. **INSPECTION:** All items of this order will be subject to acceptance/rejection by the Inspection Committee/3rd Party Inspector (if required), who will give its decision within 07 days of receipt of material. Rejected material shall be removed / replaced by the Supplier within 07 days from the date of receipt of letter/fax, issued by the SCM Deptt. The Supplier will be liable to pay storage charges @ ½ % of the cost of rejected material on every day basis if the same is not removed within 07 days. After 07 days the penalty will be charged at the rate of 5% per day with the supplier's maximum liability under this clause not to exceed 5% of the total value of the Purchase Order.
5. **LIQUIDATED DAMAGES:**
  - a. Subject to clause 16 of Tender Document, If the supplier/contractor fails to deliver any or all of the goods/services within the time period(s) specified in the LPO/Contract, the Purchaser shall, without prejudice to other remedies under the LPO/contract, deduct from the contract price / Bank Guarantee as liquidated damages, a sum not more than 0.5% of the LPO/contract price per week or part thereof for first four weeks, 1.00% per week for next four weeks and 1.5% per week exceeding four weeks up to maximum extent of 10% of the LPO/contract value.
  - b. In case the Purchaser is satisfied that the delayed / defective shipment was due to some mistake or circumstances beyond the control of the contractor and the contractor has not intentionally or negligently contributed in the delay, the Purchaser may impose Liquidated Damages for not more than a sum equivalent to 0.5% of the delayed or defective shipment per week or part thereof for first two weeks, 1.00 % per week for next three weeks and 1.5% per week exceeding five weeks but not exceeding 10% of the LPO/contract value of the delayed/defective shipment provided that the contractor takes immediate remedial measures for the- replacement of defective shipment and takes prompt steps to mitigate the delay. The Purchaser may however, impose Liquidated Damages as per
    - (a) above if the delayed or defective shipment has affected the project completion schedule or has resulted in production losses.
  - c. Even after imposition of LDs, if the supplier fails to materialize the delivery (material and or services); the Purchaser reserves the right to cancel Purchase order/contract and to forfeit the Guarantee (if applicable) after intimating the supplier for such cancellation / forfeiture.
6. **DOCUMENTATION FOR PAYMENT:**
  - a. 1/5 withholding tax will be deducted from your payment in following manners:
    - i. No deduction of withholding tax for imported goods and value added tax has been paid at the time of import stage.
    - ii. 1/10th of withholding Sales Tax will be deducted for Local goods (Distributors, Wholesalers, Dealers including Petroleum Dealers, Retailers).
    - iii. 1/5th of withholding Sales Tax will be deducted for Locally Manufacturers and Importers.
    - iv. 1% of withholding Sales Tax will be deducted for sales tax un-registered firms.
  - b. Following documents must be provided directly to Manager (Accounts), OGDCL House, Islamabad for processing the case to release payment:
 

<u>Accountable Documents</u>		<u>To be provided by</u>	
i.	Original Commercial Invoice(s) (as per LPO) having NTN/CNIC Numbers	Vendor	-
ii.	Original Sales Tax Invoice(s) along with Copy of Annexure "C" issued by FBR	Vendor	-
iii.	Original Freight/Insurance Invoice (where applicable)	Vendor	-
iv.	Original Delivery Challan duly signed & Stamped by Location/Store Incharge	-	I/c Store
v.	Original / System generated LRS duly signed & Stamped by Location/Store Incharge	-	I/c Store
vi.	Original / System generated Inspection Report duly signed & Stamped by Location/ Store Incharge	-	I/c Store
vii.	Copy of valid Professional Tax Paid/Clearance Certificate	Vendor	-
viii.	Copy of National Tax Number Certificate (NTN)	Vendor	-
ix.	Copy of General Sales Tax Number Certificate (GST)	Vendor	-
x.	Completion Certificate duly signed & stamped (where applicable)	-	I/c Store
xi.	Copy of valid Tax Exemption Certificate (if any)	Vendor	-

**Note:** No payment will be processed in the absence of above mentioned documents. Vendors are advised to submit complete documents mentioned above to avoid delay in processing of the payment.
7. You are encouraged to inform the M.D. and Head of Department(s) on the following addresses/contacts, in case where any OGDCL employee asks for any type of favour whether monetary or in kind:
 

DESIGNATION	ADDRESS	TEL #	FAX #	E. MAIL
<b>MANAGING DIRECTOR</b>	<b>OGDCL HOUSE, JINNAH AVENUE, ISLAMABAD</b>	<b>051-9209701</b>	<b>051-9209708</b>	
<b>GENERAL MANAGER (SUPPLY CHAIN MANAGEMENT)</b>		<b>051- 920023511</b>	<b>051-9209859</b>	
8. **GOVERNING LAW:** This Local Purchase Order and any matter relating thereto shall be governed by the laws of Pakistan.
9. **WARRANTIES:** Supplier/Seller warrants that all goods, material, equipment or services furnished hereinabove will conform strictly to the Purchaser's specifications.
10. **TITLE:** Supplier/seller warrants that the goods, material, equipment shall be delivered free from any and all security interests, liens, encumbrances and claims of any nature.
11. **COMPLIANCE WITH LAWS:** Supplier/seller agrees to indemnify the Purchase for any loss, damage or cost suffered by the Purchaser as a consequence of the Supplier/seller's failure, deliberate or otherwise, to comply with any applicable laws, rules, regulations or orders/directives of any public sector entity and/or Government.
12. **ARBITRATION:** Any dispute, difference or question arising out of or in respect of this Purchase Order shall be settled by arbitration in accordance with the Arbitration Act, 1940.
13. **ACKNOWLEDGEMENT:** Please acknowledge receipt of this order within 03 days otherwise acceptance of all contents of LPO will be assumed.

**SPECIMEN OF BANK GUARANTEE AS PERFORMANCE BOND**

**Guarantee #** \_\_\_\_\_

**Date of issue :-** \_\_\_\_\_

**Date of expiry:-** \_\_\_\_\_

**Amount :-** \_\_\_\_\_

**Oil & Gas Development Company Limited**

Supply Chain Management Department OGDCL House,  
Jinnah Avenue,  
Islamabad.

Dear Sir,

Ref; our Bank Guarantee No. \_\_\_\_\_ in the sum of \_\_\_\_\_

\_\_\_\_\_ Account \_\_\_\_\_ in consideration of  
you having entered into Purchase Order/Contract No. \_\_\_\_\_ with  
\_\_\_\_\_ called Contractor and in consideration for value received from CONTRACTOR.

We hereby agree and undertake as followings:

- 1 To make unconditional, immediate and forthwith payment to you as called upon of an amount (equivalent to \_\_\_\_\_% of total contract/purchase order value) mentioned in the said contract/Purchase Order, on your written FIRST and SIMPLE demand without further recourse, question, query, deferment, contestation or reference to CONTRACTOR or any other person in the event of default, non-performance or non- fulfillment by CONTRACTOR of his obligations, liabilities, responsibilities or in case if any forged or fake documents are found at any stage under the said contract of which you shall be the sole and absolute judge.
- 2 To accept written intimation from you as conclusive and sufficient and final evidence of the existence of the default or breach as aforesaid on the part of CONTRACTOR and to make payment immediately and forthwith upon receipt of your FIRST and SIMPLE written demand.
- 3 To keep this Guarantee in full force from the date hereof until 12 months from the date of delivery of last consignment of the material at given destination as per LPO/ Contract.
- 4 That no grant of time or other indulgence to, amendment in the terms of the Contract by agreement between the parties, or imposition or Agreement with CONTRACTOR in respect of the performance of his obligations under the said Agreement, with or without notice to us, shall in any manner discharge or otherwise affect this Guarantee and our liabilities and commitments thereunder.
- 5 This is an independent and direct obligation guarantee and shall be binding on us and our successors interest and shall be Irrevocable.
- 6 This guarantee shall not be affected by any change in the constitution of the Guarantor Bank or the constitution of the Contractor.
- 7 The Guarantor Bank warrants and represents that it is fully authorized, empowered and competent to issue this guarantee.

(BANKER)

*Note: The PBG should be valid for 100% value to cover the delivery of the last consignment/ completion of project whichever is later plus 08 weeks\*.*

*\* 08 weeks are required to cover the period for authenticity of PBG, inspection and clearance period and minor extension in delivery period (in any) etc.*

**BANK GUARANTEE AS ADVANCE PAYMENT**

Guarantee # \_\_\_\_\_

Date of issue :- \_\_\_\_\_

Date of expiry:- \_\_\_\_\_

Amount :- \_\_\_\_\_

**Oil & Gas Development Company Limited**  
Supply Chain Management Department  
OGDCL House, Jinnah Avenue,  
**Islamabad.**

1. WHEREAS M/s \_\_\_\_\_ (hereinafter called the Supplier) have requested us to furnish a Bank Guarantee for Pak Rs. \_\_ (Rupees \_\_\_\_\_) being \_\_\_% advance of the ordered value of Pak Rs. \_\_ (Rupees \_\_\_\_\_) in respect of LPO # IBA/ issued on \_\_\_\_.
2. AND IN CONSIDERATION of your paying an advance of Pak Rs. \_\_\_\_\_ , Rupees ( \_\_\_\_\_) hereby guarantee to pay on demand a sum of Pak Rs. \_\_\_\_\_.

WE ALSO HEREBY AGREE:

- a) to make unconditional payment of maximum amount of Pak Rs. \_\_\_\_\_ without any question and without referring to the Supplier.
- b) to keep the guarantee in force till \_\_\_\_\_.
- c) to extend the period of enforceability of this guarantee if it becomes necessary to you and agreed to by us.
- d) we further undertake not to revoke this guarantee during its specified duration as above state except with your consent.

(BANKER)

*Note: The Advance Bank Guarantee should be valid for 100% value to advance till 06 weeks\* from the date of the delivery of last consignment/ completion of project whichever is later.*

\* *06 weeks are required to cover the period for authenticity of Advance Bank Guarantee, preparation of advance cheque etc.*

**Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts**

1. **Name**
2. **Father's Name/Spouse's Name**
3. **CNIC/NICOP/Passport No.**
4. **Nationality**
5. **Residential address**
6. **Email address**
7. **Date on which shareholding, control or interest acquired in the business.**
8. **In case of indirect shareholding, control or interest being exercised through intermediary companies, entries or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided:**

1	2	3	4	5	6	7	8	9	10
Name	Legal Form (Company/Limited Liability Partnership/ Association of Persons/ Single Member Company/Partnership Firm/Trust/Any other individual, body corporate (to be specified))	Date of incorporation/ registration	Name of registering	Business Address	Country	Email Address	Percentage of shareholding, control or interest of BO in the legal person or legal arrangement	Percentage of shareholding, control or interest of legal person or legal arrangement in the company	Identify of natural person who ultimately owns or controls the legal person or arrangement

9. **Information about the Board of Directors (details shall be provided regarding number of shares in the capital of the company as set opposite respective names).**

1	2	3	4	5	6	7	8
Name and surname (In Block Letters)	CNIC No. (In case of foreigner, Passport No.)	Father's/ Husband's Name in full	Current Nationality	Any other Nationality (ies)	Occupation	Residential Address in full or the registered/ principal office address for a subscribers other than natural person	Number of shares taken by cash subscriber (in figures and words)
			Total Number of Shares taken (in figures and words)				

10. **Any other information incidental to or relevant to Beneficial Owner(s).**

**Name and signature**  
**(Person authorized to issue notice on behalf of the company)**

# OIL & GAS DEVELOPMENT COMPANY LIMITED

**RFP NO. -----**

**DESCRIPTION OF SERVICES (As mentioned in RFP)-----**

**AMOUNT OF BID BOND (AS MENTIONED IN RFP)**

**AMOUNT OF PERFORMANCE BOND 10% OF THE CONTRACT VALUE OR AS MENTIONED IN RFP**

## **DUE DATE & TIME**

- i. Bids submission date and time (As per Press Tender Notice)
- ii. Bids opening date and time (As per Press Tender Notice)



**OIL & GAS DEVELOPMENT COMPANY LIMITED**  
**SUPPLY CHAIN MANAGEMENT DEPARTMENT**  
**SERVICES SECTION**

OGDCL HOUSE  
JINNAH AVENUE  
ISLAMABAD, PAKISTAN

**SUBJECT: LETTER FOR INVITATION TO BID FOR -----**

**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 with highest market capitalization. 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](http://www.ogdcl.com).

**2. OBJECTIVE**

OGDCL Intends to hire Services as per detail mentioned in Request for Proposal (RFP). Interested bidders are required to submit their bids strictly as per Request for Proposal (RFP) and instructions to bidders given in this tender document.

Bids are hereby invited online through SAP-Ariba Discovery (SAP Portal) under Competitive Bidding (CB) procedure from eligible bidders for Services as listed in the Request for Proposal (RFP). The prices must be quoted as per details mentioned in Request for Proposal (RFP).

**3. PROSPECTIVE BIDDERS SHOULD PARTICULARLY NOTE THAT:**

- 3.1 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 (where applicable).
- 3.2 Each bid valid for minimum 180 days (or as specified in RFP) from the date of bids opening must be accompanied by a bid bond in the form of pay order / cash deposit receipt (CDR) / demand draft/ online transfer or a bank guarantee issued by scheduled bank of Pakistan or a branch of foreign bank operating / having branch in Pakistan, (for an amount mentioned in RFP) and valid for a period of thirty days (30) beyond the validity of the bid.
- 3.3 In case of bank guarantee, the format of the bid security shall be in accordance with the standard tender document format, issued by the schedule bank of Pakistan or a foreign bank operating / having branch in Pakistan with "AA" rating and shall remain valid for a period of thirty days (30) beyond the validity of the bid. Bid security in shape of online transfer/ pay order / demand draft / cash deposit receipt (CDR) issued by schedule bank of Pakistan or foreign bank operating / having branch in Pakistan shall also be accepted irrespective of rating.

- 3.4 Insurance guarantee or swift message submitted as bid security shall not be accepted.
- 3.5 Bid security as online transfer / pay order / cash deposit receipt (CDR) / demand draft shall in the name of OGDCL.
- 3.6 Bid Bond through telex / fax shall not be acceptable.
- 3.7 On acceptance of the bid, OGDCL shall require the successful bidder to furnish 10% performance bond (Or as mentioned in RFP), within stipulated time, in the form of pay order / cash deposit receipt (CDR) / demand draft / online transfer or a bank guarantee issued by scheduled bank of Pakistan or a branch of foreign bank operating / having branch in Pakistan and valid in full force and effect six months beyond contract validity period.
- 3.8 In case of bank guarantee, the format of the Performance security shall be in accordance with the standard tender document format, issued by the schedule bank of Pakistan or a foreign bank operating / having branch in Pakistan with "AA" rating and valid in full force and effect six months beyond contract validity period. Performance security in shape of online transfer/ pay order / demand draft / cash deposit receipt (CDR) issued by schedule bank of Pakistan or foreign bank operating / having branch in Pakistan shall also be accepted irrespective of rating.
- 3.9 Insurance guarantee or Swift Message submitted as performance bond guarantee shall not be accepted.
- 3.10 Performance security as online transfer / pay order / cash deposit receipt (CDR) / demand draft shall in the name of OGDCL.
- 3.11 OGDCL is entitled to avail concessionary rate of duty under the provision of S.R.O 678(I)/2004. Bidders are advised to use this concessionary rate of duty and quote their most competitive prices observing laid down conditions of S.R.O 678(I)/2004. OGDCL will issue a letter to Custom Authorities to facilitate clearance of consignment by the successful bidder(s). Payment of all duties & taxes etc., compliance to conditions with reference to SRO-678(1)/2004 including maintaining an account of all imports etc., will be the entire responsibility of the importer with no liability to OGDCL.
4. The Purchaser reserves the right to have the items inspected by its own representatives or through third party, wherever applicable.
5. It must be indicated in the offer that the quotation fully conforms to Technical Specifications, RFP and Terms & Conditions of the Tender Enquiry.
6. Sealed envelope containing original bid bond for an amount mentioned in the RFP must be delivered at OGDCL Reception on or before bids submission date & time and marked as follows:

## **Manager (SCM) Services**

Oil & Gas Development Company Limited  
Supply Chain Management Department  
OGDCL House (Plot No. 3), F-6/G-6  
Jinnah Avenue, Islamabad (Pakistan)  
Phone No. 92-51-92002 3750/ 3983

Bid Bond for (RPF Number)

Bid Opening Date & Time (\_\_\_\_\_)

### **7. TIME AND PLACE FOR SUBMISSION OF BIDS.**

Bids must be submitted online through SAP-Ariba Portal at time & date mentioned in Press tender notice.

### **8. OPENING OF BIDS**

- 8.1 Bids will be opened online through SAP-Ariba Portal at the time and date mentioned in Press tender notice. Bidder's authorized representative may attend the tender opening on the following address on due date and time:

Oil & Gas Development Company Limited (OGDCL)  
Supply Chain Management Department  
OGDCL House, Plot No. 3 (New No.  
3013) F-6/G-6, Jinnah Avenue, Islamabad  
(Pakistan)  
Phone No. 0092-51-92002 3750

- 8.2 The Bidder's names, bid prices, modification and bid withdrawal, and the presence or absence of the requisite Bid Bond and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at opening.

### **9. BIDDING METHOD**

- i. Bids against this tender are invited on **Single Stage Single Envelope Bidding Procedure (www.ppra.org.pk)**, as per Public Procurement Rules, 2004,
  - ii. All Tender Annexures to be attached with the bid.
10. The 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.
11. The contract / service order will remain valid till completion of job / period specified in RFP. Any extension in validity of contract / service order will be subject to written mutual consent of both the parties.
12. No alternation in OGDCL's tender documents is allowed. Any attempt for alteration/amendment in the tender documents may lead to disqualification of the bidder.

## INSTRUCTIONS TO BIDDER

### **1. PROSPECTIVE BIDDERS SHOULD PARTICULARLY NOTE THAT**

- 1.1 Bids valid for minimum of 180 days (or as specified in RFP) from the date of bids opening, must be accompanied by a bid bond in the form of pay order, cash deposit receipt (CDR), a demand draft, online transfer or a bank guarantee issued by scheduled bank of Pakistan or a branch of foreign bank operating in Pakistan (for an amount mentioned in RFP) and valid for a period of thirty days (30) beyond the validity of the bid.
- 1.2 In case of bank guarantee, the format of the bid security shall be in accordance with the standard tender document format, issued by the schedule bank of Pakistan or a foreign bank operating / having branch in Pakistan with "AA" rating and shall remain valid for a period of thirty days (30) beyond the validity of the bid. Bid security in shape of online transfer, pay order, demand draft, cash deposit receipt (CDR) issued by schedule bank of Pakistan or foreign bank operating / having branch in Pakistan shall also be accepted irrespective of rating.
- 1.3 Insurance guarantee or Swift Message submitted as bid security shall not be accepted.
- 1.4 Bid security as online transfer / Pay order / cash deposit receipt (CDR) / demand draft shall in the name of OGDCL.
- 1.5 Bid Bonds through fax/copy shall not be acceptable.
- 1.6 On acceptance of Bid by OGDCL, the successful Bidder shall, within 15 days of the receipt of Letter of Award (LOA), is required to furnish a performance bond in the form of pay order / cash deposit receipt (CDR) / demand draft / through online transfer or a bank guarantee issued by scheduled bank of Pakistan or a branch of foreign bank operating / having branch in Pakistan, (for an amount mentioned in RFP) and valid in full force and effect six months beyond contract validity period.
- 1.7 In case of bank guarantee, the format of the Performance security shall be in accordance with the standard tender document format, issued by the schedule bank of Pakistan or a foreign bank operating / having branch in Pakistan with "AA" rating and valid in full force and effect six months beyond contract validity period. Performance security in shape of online transfer/ pay order / demand draft / cash deposit receipt (CDR) issued by schedule bank of Pakistan or foreign bank operating / having branch in Pakistan shall also be accepted irrespective of rating
- 1.8 Insurance guarantee or Swift Message submitted as performance guarantee shall not be accepted.
- 1.9 Performance security as online transfer / Pay order / cash deposit receipt (CDR) / demand draft shall in the name of OGDCL.

- 1.10 These Terms and Conditions form an integral part of Tender Enquiry/RFP and must be taken into consideration before submitting your quotation.
- 1.11 The Purchaser does not take any responsibility for collecting the Bid bond from any Agency. Your authorized representative may attend the Tender Opening if desired. Any Bid Bond received after closing time or date, shall not be accepted and returned to Bidders unopened.
- 1.12 Bidder's authorized representative may attend the tender opening if desired on the following address on due date and time:

**Oil & Gas Development Company Limited (OGDCL)**  
Supply Chain Management Department  
OGDCL House, Plot No. 3 (New No.  
3013) F-6/G-6, Jinnah Avenue, Islamabad  
(Pakistan)  
Phone No. 0092-51-92002 3750

- 1.13 The purchaser reserves the right to increase or decrease the quantities /scope of work to a reasonable percentage and accept or reject any or all bids or may cancel any or all items at any time without assigning any reasons therefore.
- 1.14 **Environmental Social Governance (ESG) Commitment from Suppliers:-**  
Bidders to submit their Environmental Social Governance (ESG) / Health Safety Environment (HSE) commitment as **Annexure-L** as a part of its technical bid, enabling OGDCL to comply with standards of environmental, social and governance practices across all aspects of business, including the value chain and aligning with the UN SDGs for sustainable and inclusive development.

## **2. THE BIDDING DOCUMENTS/RFP 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) Format of Integrity and Ethics undertaking (Annexure-E)
- g) Affidavit for Not Black Listing (Annexure-F)
- h) Date Summary Sheet to be attached with bid (Annexure-G)
- i) Declaration (Annexure-H)
- j) Integrity pact (Annexure-I)
- k) Declaration of Ultimate Beneficial Owners Information (Annexure-J)
- l) Draft Contract /Draft Service Order (Annexure-K)
- m) Specimen of Environmental Social Governance (ESG) / HSE Commitment from Suppliers (**Annexure-L**).

## **3. TIME AND PLACE FOR SUBMISSION OF BIDS**

Bids must be submitted online through SAP-Ariba portal, time and date given in Press Tender Notice.

#### **4. OPENING OF BIDS**

Bids will be opened **online through SAP-Ariba Portal** at the time and date mentioned in Press tender notice. Bidder's authorized representative may attend the tender opening on the following address on due date and time:

**Oil & Gas Development Company Limited (OGDCL)**  
Supply Chain Management Department  
OGDCL House, Plot No. 3 (New No. 3013) F-6/G-6,  
Jinnah Avenue, Islamabad (Pakistan)  
Phone No.0092-51-92002 3750/ 3983

#### **5. PREPARATION OF BID / PROPOSAL**

Contractors will prepare their bids as per requirement of RFP.

**TECHNICAL BID / ROPOSAL** 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 proposal must be ensured for proper evaluation of the bid.

(i). Requested information/ sheets, in full with reference to the instructions given in RFP 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) Certificate of incorporation/ valid trade license.

If the bid is submitted by a Joint Venture (JV) 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 be provided by the joint venture partners with the bid accepting responsibility for the successful completion of the project separately and jointly.

#### **FINANCIAL PROPOSAL:**

Financial Proposal should contain:

(i) Duly filled in "Format For Rates" in accordance with instructions given in RFP

Proof of authorization shall be furnished in the form of valid written power of attorney, which shall accompany the bid.

## **6. BID PRICE**

- 6.1 Bid price shall be inclusive of all taxes, duties, levies, charges etc., except Provincial Sales Tax (PST)/ Islamabad Capital Territory Sales Tax (ICT) on services in Pakistan.
- 6.2 The prices may be quoted in US Dollar preferably or bidders own currency. Whereas, Chinese Firms/Bidders/ Service Providers should quote prices in Renminbi. To facilitate financial evaluation and comparison, all bid prices will be converted to US Dollars at the selling exchange rate officially prescribed by State Bank of Pakistan for similar transaction on the prescribed date of opening of bids.
- 6.3 The prices quoted by the successful bidder (contractor) for required services shall remain firm and final throughout contract period. The price charged by the successful bidder (contractor) for required services shall not vary from the prices quoted by the service company.
- 6.4 OGDCL is entitled to avail concessionary rate of duty under the provision of S.R.O 678(I)/2004. Bidders are advised to use this concessionary rate of duty and quote their most competitive prices observing laid down conditions of S.R.O 678(I)/2004. OGDCL will issue a letter to Custom Authorities to facilitate clearance of consignment by the successful bidder(s). Payment of all duties & taxes etc., compliance to conditions with reference to SRO-678(1)/2004 including maintaining an account of all imports etc., will be the entire responsibility of the importer with no liability to OGDCL.

## **7. PAYMENT**

- 7.1 Payment to all Pakistan based foreign/ multinational companies will be made through cross cheque in 100% equivalent Pak Rupees, at actual, against verified invoices at official exchange rate prevalent on the date of payment.
- 7.2 To Foreign based Companies, the payment will be made in US\$ or in quoted currency, at actual against verified invoices through Irrevocable Letter of Credit (LC) after completion of the project or otherwise mentioned in TOR.

## **8. 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.

## **9. 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 remain firm and final throughout contract period) will be used as base price for amendment in contract and computation of final invoice accordingly. Contractor should take approval for such changes in writing from OGDCL.

## **10. UNSKILLED LABOUR**

Unskilled labor for handling tools and equipment will be on account of bidder.

## **11. 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.

## **12. BID VALIDITY**

12.1. The Bid shall remain valid and open for acceptance for a period of 180 days (or as specified in RFP) from the specified date of bid opening.

12.2. 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.

## **13. BID BOND**

13.1 The bidder shall attach copy of bid bond with the bid proposal, as part of his bid, for an amount of US\$ /Pak Rupees (as specified in RFP ). However, Original Bid bond must reach on or before bids submission date and time.

13.2 Bid must be accompanied by a Bid Bond in the form of pay order, cash deposit receipt (CDR), a demand draft, online transfer or a bank guarantee issued by scheduled bank of Pakistan or a branch of foreign bank operating / having branch in Pakistan (for an amount mentioned in Annexure-A/TOR) and valid for a period of thirty days (30) beyond the validity of the bid from the date of opening of bids.

13.3 In case of bank guarantee, the format of the bid security shall be in accordance with the standard tender document format, issued by the schedule bank of Pakistan or a foreign bank operating / having branch in Pakistan with "AA" rating and shall remain valid for a period of thirty days (30) beyond the validity of the bid. Bid security in shape of online transfer/ pay order / demand draft / cash deposit receipt (CDR) issued by schedule bank of Pakistan or foreign bank operating / having branch in Pakistan shall also be accepted irrespective of rating.

13.4 Insurance guarantee or Swift Message submitted as bid security shall not be accepted.

13.5 Bid security as online transfer / Pay order / cash deposit receipt (CDR) / demand draft shall in the name of OGDCL.

13.6 In case of bank guarantee and Payorder/CDR/DD etc. original bid bond for an amount mentioned in the RFP must be delivered at OGDCL Reception on or before date & time mentioned in Tender Notice otherwise bid shall be rejected. The bid bond of unsuccessful bidders will be returned after issuance of Letter of Award (LOA).

13.7 Extension in Bid Bond (if required), must be submitted in original 15 days before the expiry date otherwise OGDCL may proceed for encashment.

13.8 The bid bond of the successful bidder shall be released after receipt of Performance Bank Guarantee and its authentication from the issuing Bank.

13.9 The bid bond may be forfeited in case a bidder withdraws his bid during the period of bid validity or if the Bidder, been notified of the acceptance of his bid by the Company through issuance of Letter of Award (LOA) during original or extended bid validity: -

i. Withdraw their bid during bid validity.

OR

ii. Fails, refuses or delays to sign/execute contract as per Tender/Contract's terms & conditions.

OR

iii. Fails, refuses or delays to furnish Performance Bond and/or Advance Bank Guarantees.

OR

iv. Submit forged/fake document(s) in support of their bid.

OR

v. Fails to provide/ perform services as specified in TOR.

**Note:**

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

**14. CARIFICATION/AMENDMENT OF BIDDING DOCUMENTS/RFP**

14.1 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, may modify the Bidding Documents/RFP by issuing amendment.

14.2 The amendment(s)/ clarification(s) shall be deemed as integral part of these Bidding Documents / RFP , and will be uploaded in Request For Proposal (RFP) on SAP Ariba.

The bidders are expected to carefully examine all instructions, forms, scope of work and specifications in the Bidding Documents/RFP. Any bidder in doubt as to the exact meaning or interpretation of any part of the Bidding Documents/RFP should immediately seek clarification through message board of relevant RFP at least one week before bids opening date.

For request of all clarifications in regard to the information contained in tender documents/RFP made over the telephone shall not be entertained. All enquiries 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/RFP if clarification of these is necessary for the clear understanding of the documents and for preparation of the bid. Such enquiries, clarifications, queries must reach through message board of relevant RFP not later than one week before the bid submission date otherwise the same will not be responded by OGDCL.

## **16. DEADLINE FOR SUBMISSION OF BIDS**

- 16.1 OGDCL may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents/RFP, if required, in which case or rights and obligation of OGDCL and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 16.2 The envelopes shall indicate the name and address of the bidder to enable the bid bond to be returned unopened in case it is declared "LATE".
- 16.3 If the envelopes are not marked as instructed, OGDCL will assume no responsibility for the misplacement or premature opening of the bid bond.
- 16.4 In case due date bids opening falls on holidays, the bid will be opened on next working day.

## **17. WITHDRAWAL OF BIDS**

- 17.1 Bidder may 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 modifications or withdrawal notice shall be prepared, sealed, marked and dispatched as for the bid bond.
- 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. LATE BID BOND.**

Any Bid Bond received after deadline for submission of Bids prescribed by OGDCL will be rejected and returned unopened to the bidder.

## **19. BID OPENING**

The Bid shall be opened publicly in OGDCL, in the presence of Bidder's representatives who may choose to attend the bid opening on due date and time specified in the Press Tender Notice or on the extended date.

## **20. EVALUATION OF PROPOSALS**

The bid shall be reviewed to determine / check its technical responsiveness and conformity with the requirement of bid/RFP. The evaluation shall be carried out on the basis of information /data spelled out in **RFP** and tender document. Technically responsive and lowest evaluated bidder in line with the bid evaluation criteria given in the **RFP** will be considered for award of job.

## **21. 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.

- 21.1 The Bid must be prepared in the English Language.
- 21.2 The Bid must be unconditionally valid for 180 days (or as specified in TOR) from the date of bids Opening.

- 21.3 The bid must be accompanied with the duly signed and stamped “Bidding Form” given at Annexure “D” of the tender documents without any exception/ deviation.
- 21.4 Original Bid bond must reach on or before as mentioned in the Press Tender Notice.
- 21.5 The bid proposal should essentially include C.Vs of the professionals expected to be deployed for the job (if required).
- 21.6 Bid must be accompanied by Affidavit (Annexure-F) for not being Black Listing of the firm or its director (s).
- 21.7 Bid must be accompanied with Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts (Annexure-J). In case of failure to provide the required information of the beneficial ownership by the company or submission of false or partial information, OGDCL shall:
- i. Blacklist the said company in accordance with rule 19 (1) (a) of Public procurement Rules, 2004.
  - ii. Reject the bid of the said company.

**Note: The procedure of Black Listing is available at OGDCL website at following link: <http://ogdcl.com/uploads/tender/BlackListingProcedure.pdf>.**

## **22. CLARIFICATION OF BIDS.**

To assist in the examination, evaluation and comparison of bids, OGDCL may at its discretion, ask the Bidder for clarification(s) of his Bid preferably through message board of RFP in SAP-Ariba Portal. All responses to request for clarification shall be in writing preferably through message board of RFP in SAP-Ariba Portal, and no change in the price or substance of the Bid shall be sought, offered or permitted.

## **23. ELIGIBILITY AND QUALIFICATION REQUIREMENTS**

- 23.1 To be eligible for award of contract, bidders shall have to provide with bid the 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 **RFP**.
- 23.2 Proof of requirements mentioned at Sub-clause-23.1 must be submitted by the bidder along with the bid and shall be examined during evaluation.
- 23.3 The bids submitted by a Joint Venture of two or more firms as partner shall comply with the following requirements:
- 23.3.1 The JV Agreement shall be signed and provided with the bid so as to be legal binding on all partners.

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

23.3.3 The partner incharge 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 incharge.

23.3.4 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 23.3.2 as well as in the Form of Bid and the Form of Agreement. A copy of the agreement entered in to the joint venture partners shall be submitted with the bid.

#### **24. 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.

#### **25. BID EVALUATION AND AWARD OF CONTRACT**

25.1 After opening the bids, OGDCL will determine/evaluate whether each bid is substantially responsive to the requirements of the Bidding Documents/ RFP

25.2 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.

25.3 Arithmetical errors will be rectified on the following basis.

25.3.1 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.

25.3.2 If there is a discrepancy between words and figure, the amount in words shall prevail.

25.4 A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents/RFP without material deviation. A material deviation is one which being inconsistent with the Bidding Documents/RFP, 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.

- 25.5 Any 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 in any manner.
- 25.6 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.
- 25.7 To assist in determining a bid's responsiveness, the Bidder may be asked for clarification of his bid preferably through message board of RFP (SAP Ariba). The Bidder is not permitted, however, to change bid price or substance of his bid.
- 25.8 The evaluation of the bids will take into account, in addition to the bid price, the following factors:
- 25.8.1 Reliability and efficiency of the offered service.
- 25.8.2 Financial standing of the supplier.
- 25.9 Final Evaluation Report shall be shared with the bidders through message board of SAP Ariba. The Bidders may lodge a written complaint for redressal of their grievances and disputes to Dispute Resolution Committee within Seven (07) Days of the sharing of the Final Evaluation Report.
- All bidders are advised to check message board of relevant RFP for knowing status / outcome of their bid proposals during Final Evaluation process.
- The detail mechanism of Grievance including Form is available at OGDCL website under the Title bar of Tenders, Grievances Committee.
- 25.10 The award of the contract / service order shall be made to the bidder whose bid has been determine to be the lowest evaluated bid, after considering all factors and who meets the requisites of RFP / tender documents/bid format.
- 25.11 The purchaser shall notify by letter/email/message board etc., 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. PERFORMANCE BOND / BANK GUARANTEE**

- 26.1 Within fifteen (15) days of receipt of the notification of contract award /Letter of Award (LOA), the successful bidder shall furnish to OGDCL, the Bank Guarantee / Performance Bond (for an amount mentioned in RFP) as per specimen at "Annexure-"C".
- 26.2 Performance bond can be submitted by the successful Bidder in the form of pay order / cash deposit receipt (CDR) / demand draft / online transfer or a bank guarantee issued by scheduled bank of Pakistan or a branch of foreign bank operating / having branch in Pakistan (for an amount mentioned RFP) and valid in full force and effect six months beyond contract validity period.

- 26.3 In case of bank guarantee, the format of the Performance security shall be in accordance with the standard tender document format, issued by the schedule bank of Pakistan or a foreign bank operating / having branch in Pakistan with "AA" rating. Performance security in shape of or online transfer/ pay order / demand draft / cash deposit receipt (CDR) issued by schedule bank of Pakistan or foreign bank operating / having branch in Pakistan shall also be accepted irrespective of rating
- 26.4 Insurance guarantee or Swift Message submitted as performance guarantee shall not be accepted.
- 26.5 **Performance security as online transfer / Pay order / cash deposit receipt (CDR) / demand draft shall in the name of OGDCL.**
- 26.6 The bank guarantee / performance bond shall remain valid and in full force and effect six months beyond contract validity period.
- 26.7 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, failing which OGDCL reserves the right to encash the performance guarantee.
- 26.8 Extension in Performance Bond (if required), must be submitted in original 15 days before the expiry date otherwise OGDCL may proceed for encashment.
- 26.9 The cost incurred for establishing the Bank Guarantee / Performance Bond or any extension/amendment thereof shall be on contractor's account.
- 26.10 The Bank Guarantee / Performance Bond will be discharged after completion of the contract.
- 26.11 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.
- 26.12 Performance bond shall be confiscated in the event of default, non-performance or non-fulfillment by CONTRACTOR of his obligations liabilities, responsibilities or any other reason(s) warranting the confiscation of the guarantee or in case if any forged or fake documents is found at any stage under this contract.

## **27. EMPLOYMENT OF PAKISTANI NATIONALS**

- 27.1 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 efforts have been exhausted to employ Pakistani qualified nationals. Unskilled workers if needed for the operation will be hired from the local area where the operation is being performed.
- 27.2 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.

**28. SIGNING OF CONTRACT**

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

**29. SOURCE OF FUNDS.**

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

**30. AMOUNT OF BID BOND**

The bidder shall furnish with the bid proposal, as part of his bid, a copy of bid bond for an amount of US\$ /Pak Rupees (as specified in RFP in accordance with the format as per Annexure-B of the tender Documents. Original Bid bond must reach on or before as mentioned in the Press Tender Notice

**31. BLACKLISTING**

The Bidder/Supplier/Contractor/Agent must particularly note that in case of submission of forged document, withdrawal of bid during bid validity, fails or refuses to sign purchase order/contract, non-acceptance or meet the purchase/service order's terms & conditions, non-execution of work, non-submission of relevant bank guarantee as per tender terms/RFP, non-supplies as per specifications, non-fulfillment of contractual obligations, under performance, non-compliance of contractual obligations vital for execution, repeated non-performance, indulged in corrupt and fraudulent practices, tax evasion, criminal misappropriation by a court of competent authority or any other reason, Bidder/Supplier/Contractor/Agent will be liable to severe punitive action by the Purchaser/OGDCL leading to Blacklisting/Debarment in addition to any other legal action that shall be initiated.

The procedure of Blacklisting/Debarment is uploaded on OGDCL's website at following link: <http://ogdcl.com/uploads/tender/BlackListingProcedure.pdf> which is an integral part of this Tender Document/RFP.

**TERMS OF REFERENCE (TOR)/SCOPE OF WORK**

**(Complete Annexure-A/TOR / Scope of Work is available in RFP and is integral part of this tender document)**

**BID BOND**

Oil & Gas Development Company Limited,  
OGDCL House, Jinnah Avenue,  
Blue Area, Islamabad.

Guarantee No.....  
Date of issue.....  
Date of expiry .....

Amount.....

Dear Sir,

In consideration of M/s.....  
herein after called "THE BIDDER" having submitted the accompanying Bid with  
reference to OGDCL tender enquiry No----- and in consideration of  
value received from (the Bidder above), we hereby agree to undertake as follows:-

1. To make unconditional, immediate and forthwith payment of the sum of -----) upon your FIRST and SIMPLE written demand without further recourse, question, query, deferment, contestation or reference to the bidder, account party or any other person in the event of the withdrawal of the aforesaid bid by the BIDDER before the end of the period specified in the Bid after the opening of the same for the validity thereof or if no such period be specified, within 210 days after the said opening or if the Bidder, having been notified of the acceptance of his bid by the Company during the period of bid validity:
  - i. Fails, refuses or delays to sign/execute contract as per Tender/Contract's terms & conditions.  
OR
  - ii. Fails, refuses or delays to furnish Performance Bond and/or Advance Bank Guarantees.  
OR
  - iii. Submit forged/fake document(s) in support of their bid.  
OR
  - iv. Fails to provide/ perform services as specified in TOR.
2. To accept written intimation from you as conclusive, sufficient and final evidence of the existence of a default of non-compliance, breach or default as aforesaid on the part of the BIDDER and to make payment immediately and forthwith upon receipt of your FIRST and SIMPLE written intimation.
3. No grant of time or other indulgence to, or composition or arrangement with the BIDDER in respect of the aforesaid Bid with or without notice to us shall affect this Guarantee and our liabilities and commitments hereunder.
4. This is an independent and direct obligations guarantee and shall be binding on us and our successor in interest and shall be irrevocable.
5. The Guarantor Bank warrants and represents that it is fully authorized, empowered and competent to issue this guarantee.

**Yours faithfully,  
(BANKERS)**

**PERFORMANCE BOND/BANK GUARANTEE**

Oil & Gas Development Company Limited,  
OGDCL House, Jinnah Avenue,  
Blue Area, Islamabad.

Guarantee No.....  
Date of issue .....  
Date of expiry .....  
Amount.....

Dear Sir,

Ref: Our Bank Guarantee No. \_\_\_\_\_ in the sum of  
\_\_\_\_\_ Account \_\_\_\_\_ Amount of  
Contract \_\_\_\_\_

In consideration of you having entered into contract No.  
\_\_\_\_\_ with \_\_\_\_\_ called  
Contractor and in consideration for value received from CONTRACTOR, we  
\_\_\_\_\_ at the request of \_\_\_\_\_ hereby agree and undertake as  
follows:

1. To make unconditional, immediate and forthwith payment to you as called upon of an amount-----(mentioned in RFP) in Pak Rupees/USD) on your written FIRST and SIMPLE demand without further recourse, question, query, deferment, contestation or reference to CONTRACTOR or any other person, in the event of default, non-performance or non-fulfillment by CONTRACTOR of his obligations liabilities, responsibilities, or in case if any forged or fake documents is found at any stage under this contract, of which you shall be the sole and absolute judge.
2. To accept written intimation from you as conclusive, sufficient and final evidence of the existence of a default or breach as aforesaid on the part of CONTRACTOR and to make payment immediately and forthwith upon receipt of your FIRST and SIMPLE written demand.
3. To keep this Guarantee in full force from the date hereof **until six months beyond the contract validity period.**
4. That no grant of time or other indulgence to, amendment in the terms of the contract by Agreement between the parties, or imposition or Agreement with contractor in respect of the performance of his obligation under and in pursuance of the said Agreement with or without notice to us, shall in any manner discharge or otherwise affect this Guarantee and our liabilities and commitments there under.
5. This is an independent and direct obligations guarantee and shall be binding on us and our successor interest and shall be irrevocable.
6. This Guarantee shall not be affected by any change in the constitution of the Guarantor Bank or the constitution of the Contractor.
7. The Guarantor Bank warrants and represents that it is fully authorized, empowered and competent to issue this guarantee.

Authorized Sign for Issuing Bank

**Seal of the Bank**

**BIDDING FORM**

Date.....

Tender Enquiry No. ....

To

Oil & Gas Development Company Limited,  
OGDCL House, Plot # 3013,  
Blue Area, Islamabad

Gentlemen,

Having examined the conditions of contract, scope of work and Instructions to bidders of Invitation to Bids, the receipt of which is hereby acknowledged, we the undersigned, offer to perform services (Nature of Service) to OGDCL in conformity with the scope of work and Instructions to bidders at the rates mentioned in our Bid Proposal or other such sums as may be ascertained in accordance with the said conditions.

2. We confirm that the terms and conditions given in the Tender Enquiry / Tender Documents are acceptable to us and if our Bid is accepted we shall execute a contract with OGDCL accordingly without any exceptions. We further confirm to commence service within .....days of the mobilization notice issued by OGDCL.
- 3 We agree to validate bid unconditionally for the period of 180 days from the date of opening the same and it shall remain binding upon us and may be accepted thereof, shall constitute a binding contract between us.
4. We hereby certify that our Firm / Company / Local Agent is or has not been at any time during the past five years, involved in litigation, arbitration or any other unsettled dispute with OGDCL / JV Partners.
5. We further certify that all the contracts / orders placed on us by OGDCL / JV Partners have been executed timely and as per terms & conditions of the Contract / order without any unsettled dispute.
6. Until a formal Agreement is prepared and executed, this bid, together with your acceptance thereof, shall constitute a binding contract between us.
7. We understand that you are not bound to accept the lowest or any tender you may receive.
8. Our bid proposal do not contain any deviation or exceptions from the terms & conditions enunciated in the tender documents.

Dated this.....days of..... (year) 201---,

Name & Signature.....in the Capacity of..... duly authorized to sign tenders for and on behalf of.....

(Name of the firm in block capital Letters)

Address.....

Telex No.....-EMAIL ID.....

Phone No.....

Witness

1. ....

(Name)

(Signature)

2. ....

(Name)

(Signature)

(On official letter-head of the bidder)  
To be signed by the  
Chief Executive of the  
Bidding company or a representative duly  
Authorized by board  
Resolution.

**INTEGRITY AND ETHICS UNDERTAKING**

We hereby commit and undertake to observe the following principles during our participation in the tender process and during the contract execution:

- i. That we will not directly or through any other person of firm, officer promise or give to any of the employees of OGDCL involved in the tender process or execution of the contract any gain, pecuniary benefit of facilitation payment in order to obtain in exchange any advantages of any kind whatsoever during the tender process or during the execution of contracts.
- ii. That we have not and will not enter with other bidders into any undisclosed agreement or undertaking either formal or informal to restrict competitiveness sort to cartelise in the bidding process.
- iii. That we will ensure that the remuneration of agents (if engaged) is appropriate and for legitimate services only.
- iv. That we will not use subcontracts, purchase orders or consulting agreements as means of channeling payments to employees of OGDCL.
- v. That we will not commit any offence under the Pakistan Penal Code, Prevention of Corruption Act or National Accountability Ordinance to achieve any advantage, gain or benefit during the tender process or the execution of the contract.

We further understand and acknowledge that any violation or transgression of the above mentioned principles will attract disqualification from the tender process and may also result in permanent exclusion from future contract award process.

We also accept and undertaking to respect and uphold OGDCL,s absolute right to resort to and impose such disqualification, debarment or execution.

For and on behalf of \_\_\_\_\_

RFP No \_\_\_\_\_

**Mandatory for participation in Bidding Process**

**A F F I D A V I T**  
**(To be attached with bid)**

I.....S/o....., aged.....year, working as  
Proprietor/ Managing Partner / Director of  
M/s.....having its register office at  
.....do hereby solemnly affirm  
and declare on oath as under:

1. That I am competent to swear this affidavit/undertaking being proprietor/one of the partners/Director of M/s.....
2. That M/s.....is a proprietorship / partnership firm / company is participating in tender process conducted by OGDCL.
3. That I hereby confirm and declare that none of my/our group /sister concern/associate company is participating/submitted this tender.
- 4 That I hereby confirm and declare that my/our firm/company M/s \_\_\_\_\_and my/our firm/ group/ company/ sister concern / associate company or any of its directors have not been blacklisted/de-listed by any institutional agencies / Govt. Dept. / Public sector / foreign country, international organization or other foreign institutions.
5. That there is no change in the Name & Style, Constitution and Status of the firm, after Pre-qualification.
6. That I further undertake that in case any of the facts contained above and in our application is round other-wise or incorrect or false at any stage, my/our firm/company/ group/sister concerns/ associate companies shall stand debarred from the present and future tenders of the OGDCL.

(Signature of the Proprietor/ Managing Partner/Director with Seal)

DEPONENT

Verified at \_\_\_\_\_ on \_\_\_\_\_ that the contents of paras 1 to 6 of this affidavit are true and correct to best of my knowledge and no part of this is false and nothing material has been concealed or falsely stated therein.

(Signature of the Proprietor/ Managing Partner/ Director with Seal)

DEPONENT

(Signature & Seal of Notary)

**Note: The procedure of Blacklisting / Debarment is uploaded on OGDCL's website at following link: <http://ogdcl.com/uploads/tender/BlackListingProcedure.pdf> which is an integral part of this Tender Document.**

**DATA SUMMARY SHEET**  
**(To be attached with bid)**

**Following information must be stated categorically:-**

COMPLETE NAME, ADDRESS, EMAIL,  
PHONE & FAX NUMBER OF BIDDER

---

---

NAME, ADDRESS, PHONE, FAX NO &  
EMAIL OF LOCAL AGENT IN PAKISTAN  
(IF ANY)

---

---

VALIDITY OF BID:

---

COMPLETION PERIOD (where applicable):

---

BID BOND SUBMITTED BY

---

ADDRESS OF BANKER WITH AC  
COUNT NO & SWIFT CODE FOR L/C  
OPENING (WHERE APPLICABLE)

---

---

IN CASE OF JV PARTNERS (NAME OF  
LEAD PARTNER NAME OF ALL OTHER  
JV PARTNERS COPY OF JV  
AGREEMENT CLEARLY STATING THE  
RESPONSIBILITY OF EACH PARTY TO  
BE ATTACHED WITH THE BID

---

NTN, GST & PST NUMBER (FOR  
PAKISTAN BASE COMPANY ONLY)

---

ANNEXURE –F DULY ATTESTED BY  
NOTARY PUBLIC.

---

**DECLARATIONS**

**CONTRACT NO.** \_\_\_\_\_

1. The Contractor hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Company through any corrupt business practices.
2. Without limiting the generality of the foregoing, the Contractor represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, Contractor, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from the Company, except that which has been expressly declared pursuant hereto.
3. The Contractor certifies that it has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with the Company and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.
4. The Contractor accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to the Company under any law, Contract or other instrument, be voidable at the option of the Company.
5. Notwithstanding any rights and remedies exercised by Company in this regard, the Contractor agrees to indemnify Company for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Company in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback paid by the Contractor as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Company.

---

ON THE BEHALF OF CONTRACTOR  
SIGNATURE & OFFICIAL SEAL

**THIS IS APPLICABLE FOR GOODS AND SERVICES WORTH RS 10 MILLION OR MORE**

**INTEGRITY PACT**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKER IN CONTRACTS WORTH RS.10.00 MILLION OR MORE**

Contract / Purchase Order Number: \_\_\_\_\_ Dated: \_\_\_\_\_

Contract / Purchase Order value: \_\_\_\_\_

Contract / Purchase Order Title: \_\_\_\_\_

Name of supplier hereby declared that has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, Name of supplier represents and warrants that I has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent associate broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kick back, whether described consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form GoP, except that which has been expressly declared pursuant hereto.

Name of supplier certifies that it has made and will make full disclosure of all agreements and arrangement with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

Name of supplier accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, shall without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any right and remedies exercised GoP in this regard, Name of supplier agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission-gratification, bribe, finder's fee or kickback given by Name of supplier as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

[Buyer]

[Seller/supplier]

**Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts**

**(To be attached with Bid)**

1. **Name**
2. **Father's Name/Spouse's Name**
3. **CNIC/NICOP/Passport No.**
4. **Nationality**
5. **Residential address**
6. **Email address**
7. **Date on which shareholding, control or interest acquired in the business.**
8. **In case of indirect shareholding, control or interest being exercised through intermediary companies, entries or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided:**

1	2	3	4	5	6	7	8	9	10
Name	Legal Form (Company/Limited Liability Partnership/ Association of Persons/ Single Member Company/Partnership Firm/Trust/Any other individual, body corporate (to be specified))	Date of incorporation/ registration	Name of registering authority	Business Address	Country	Email address	Percentage of shareholding, control or interest of BO in the legal person or legal arrangement	Percentage of shareholding, control or interest of legal person or legal arrangement in the company	Identify of natural person who ultimately owns or controls the legal person or arrangement

9. **Information about the Board of Directors (details shall be provided regarding number of shares in the capital of the company as set opposite respective names).**

1	2	3	4	5	6	7	8
Name and surname (In Block Letters)	CNIC No. (In case of foreigner, Passport No.)	Father's/ Husband's Name in full	Current Nationality	Any other Nationality (ies)	Occupation	Residential Address in full or the registered/ principal office address for a subscribers other than natural person	Number of shares taken by cash subscriber(in figures and words)
Total Number of Shares taken(in figures and words)							

10. **Any other information incidental to or relevant to Beneficial Owner(s).**

**Name and signature**

**(Person authorized to issue notice on behalf of the company)**

**DRAFT CONTRACT**

**CONTRACT NO. PROC-SERVICES/CASE NO. .... /  
NAME OF SERVICES**

THIS **Contract for hiring of (Name of Services) ("Contract")** is made at Islamabad as of this----- day of -----/year of execution, by and between

**Oil & Gas Development Company Limited** , a corporate body, having its registered office at OGDCL House, Jinnah Avenue, Sector F-6, Islamabad (hereinafter referred to as the "Company" which expression shall include its successors and assigns) and

**M/s (Name of Contractor or Consultant as the case may be)** having its registered office at address..... (Hereinafter referred to as the "Contractor / Consultant" which expression shall include its successors and assigns)

Contractor/ Consultant and Company may hereinafter be collectively referred to as the "Parties" and each individually as a "Party".

**WHEREAS**, The Company is desirous of hiring timely, efficient and reliable (Name of Services) .....services for a period of (period).

**AND WHEREAS**, the Company invited bids for providing (Name of Services)..... through Tender Enquiry No. PROC-Services/Case No..... and the Contractor / Consultant through its Bid Proposal No..... dated ..... warrants and represents for providing efficient and reliable (Name of Services) .....

**WHEREAS**, the Contractor / Consultant is engaged in the business of rendering the desired services to various E & P companies and it hereby expresses its ability and willingness to provide the desired services along with necessary equipment, type of Contract.

**NOW THEREFORE**, in consideration of the promises and mutual undertaking and covenants hereinafter set forth, the Parties hereby agree as follows:

**SECTION 1. SCOPE OF WORK**

Description of Scope of Work (As described in RFP)

**SECTION 2. TERM:**

The initial term of this Contract shall be-----months/years etc. from the date of signing of contract (or otherwise mentioned in RFP) unless earlier terminated under the provisions hereof. Any extension in the term of Contract will be subject to mutual consent of both the parties.

**SECTION 3. CONTRACT DOCUMENTS:**

The following documents shall be deemed to form and be read and construed as integral part of this Contract:

- (a) This Contract.
- (b) Company's LOI.
- (c) Company's Tender documents
- (d) Contractor's bid and all correspondence/clarification made thereafter.

Any inconsistency between the above documents of this Contract shall be resolved by giving precedence in the order in which they are listed above.

#### **SECTION 4. PRICING TERMS:**

- 4.1 The Services under this Contract shall be rendered at an estimated/fixed Cost (as the case may be) amounting to USD/Pak Rupee----- (as the case may be) inclusive of all applicable duties, levies and taxes etc. except Provincial Sales Tax/ICT on services in Pakistan. PST/ICT where applicable will be borne and paid by the Company at actual.
- 4.2 All prices charged under this Contract shall remain firm and final during the validity period of this Contract.

#### **SECTION 4A. PAYMENT TERMS**

- i. Payment to all Pakistan based companies will be made through cross cheque in 100% Pak Rupees, at actual, against verified invoices at official exchange rate prevalent on the date of payment.
- ii. To Foreign based Companies, the payment will be made in currency of the contract, at actual against verified invoices through Irrevocable Letter of Credit (LC).
- iii. The Company shall use its best efforts to make payment to all Pakistan based companies as early as possible against duly verified invoices. However, any payment made after thirty (30) days shall not in any way attract any markup, interest, surcharge or charges, etc.
- iv. To avoid delay in payment, it is essential that the invoices shall:
- (a) be duly signed and stamped by authorized person and type-written in English.
  - (b) Complete Contract number must be clearly mentioned on invoice.
  - (c) Invoice must contain sufficient description of services as mentioned in the contract.
  - (d) Clearly mention the location of the Company where Services have been provided.
  - (e) Clearly mention period of Services, duly verified by authorized official of OGDCL end user.
  - (f) Contain any other information deemed essential either by the Contractor or by the Company.
  - (g) Invoices must be submitted to Manager Accounts on the following address for onward verification by Manager of end user Department of OGDCL:-

#### **Manager (Accounts)**

OGDCL House, Plot No. 3 (New No 3013)  
F-6/G-6, Jinnah Avenue, Islamabad (Pakistan)

#### **SECTION 5. TAXES AND DUTIES:**

- 5.1 The contract price includes all taxes (except Provincial Sales Tax/ Islamabad Capital Tax on services in Pakistan), duties, fees, levies and any other relevant charges payable/ applicable on the last date of submission of main/supplementary financial bid inside and outside Pakistan, except if OGDCL imports material in its own name it will bear duties/ import taxes/ port charges. The Contractor will be

responsible for all the direct taxes (present or future) with respect to income/ payments of total contract amount, under the scope of the contract.

- 5.2 Indirect taxes (Provincial Sales Tax/ Islamabad Capital Territory Sales Tax on services) in Pakistan will be paid by OGDCL at actual where applicable. The contract price will be adjusted for any subsequent changes in the rates of indirect taxes as made applicable thereafter by the relevant authorities in Pakistan.
- 5.3 Any direct taxes, duties, fees, levies and other relevant charges, present or future, assessed or payable inside or outside Pakistan by the Contractor and its sub-contractor and /or by the expatriate personnel deputed by the Contractor and its sub-contractor in connection with its performance under the Contract shall be the sole and exclusive responsibility of the Contractor.
- 5.4 The Contractor shall be responsible and pay all taxes on its income outside and in particular on its income in Pakistan under the Contract and under the laws of Pakistan.
- 5.5 The Company shall have the right, as provided under the laws of Pakistan to meet its obligations and in particular to deduct from the payment due to the Contractor (against entire contract value including supplies and / or services components etc as applicable) , income tax at source at the rates prevailing from time to time, from the invoiced amounts, or such reduced rates fixed by the taxation authorities in Pakistan for the Contractor on production of current and valid documentary evidence by the Contractor from competent tax authorities in Pakistan and pay such amount to appropriate authorities.
- 5.6 The Contractor shall also be responsible for any income taxes levied on the Contractor's and its sub-contractor's expatriate personnel, under the laws of Pakistan and for all social security issuances and other contributions for the Contractor's expatriate personnel regardless of whether such contributions are levied on employer or employee or both in Pakistan or outside Pakistan.
- 5.7 The Contractor shall keep the Company duly informed about the steps taken by the Contractor in order to meet its obligations under the Contract and provide the necessary documents to the Company in this connection.
- 5.8 The Contractor shall indemnify the Company against any claim which might occur due to non-compliance by Contractor of any legal obligation regarding the taxes, duties, fees, levies, or other charges, including taxes on income in Pakistan and any other payments to the relevant Government or Governmental agencies or any other applicable authority.
- 5.9 Understanding reflected under the above tax clause would prevail in case of any understanding to the contrary that may be reflected with respect to tax matters, in any other clause of the contract.

## **SECTION 6. ADJUSTMENT OF CONTRACT PRICE:**

The Contract value (price) shall 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 the Company.

## **SECTION 7. CONTRACTOR'S OBLIGATIONS:**

- 7.1 The Contractor warrants and represents that all Services along with necessary equipment provided under this Contract shall be in accordance with good industry practice and the Contractor shall use every reasonable means for efficient and timely performance and provision of the Services.
- 7.2 The equipment, tools and materials utilized by the Contractor in performance of this Contract shall be handled and utilized with due care and diligence and proper record of consumables etc shall be maintained and made available to the Company upon request.
- 7.3 The Contractor shall secure and maintain during the performance of this Contract, all licenses, permits, authorization and certification required under the laws of Pakistan and applicable to Contractor. Company has the right to inspect such licenses, permits, authorization and certificates and the Contractor shall forthwith comply with such request.
- 7.4 Contractor shall employ and depute for the execution of Services, persons who are careful, skilled and experienced in their profession. The Company' shall have the right to ask the Contractor to replace any person employed by the Contractor for execution of Services who, in the sole opinion of Company, misbehaves, is incompetent or negligent in the performance of his duties or fails to conform with any particular provisions with regard to safety which may be set out in the Contract, or any conduct which is prejudicial to safety or health, and such person shall not be employed again for the Services without the permission of the Company.
- 7.5 Contractor and its personnel shall, when using Company's premises, adopt and observe all safety, security, fire and health measures and comply with all reasonable directions relating to health and safety rules and emergency evacuation plans as notified or as directed by the Company.

## **SECTION 8. DECLARATION:**

- 8.1 The Contractor hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Company through any corrupt business practices.
- 8.2 Without limiting the generality of the foregoing, the Contractor represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, Contractor, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from the Company, except that which has been expressly declared pursuant hereto.
- 8.3 The Contractor certifies that it has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with the Company and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.
- 8.4 The Contractor accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It

agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to the Company under any law, Contract or other instrument, be voidable at the option of the Company.

- 8.5 Notwithstanding any rights and remedies exercised by Company in this regard, the Contractor agrees to indemnify Company for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Company in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback paid by the Contractor as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Company.

#### **SECTION 9. PERFORMANCE BOND/SECURITY DEPOSIT:**

The Contractor shall provide to the Company, within fifteen (15) days after issuance of award of contract/Letter of Award (LOA), a Performance Guarantee in the form of an irrevocable, independent, unconditional, direct obligation of the bank and on first and simple demand guarantee issued by Scheduled Bank of Pakistan or a foreign bank operating/having branch in Pakistan with "AA" rating in Pak Rupees / US\$ strictly in accordance with the format of Performance Bank Guarantee given in tender document to cover and secure the Contractor's faithful performance and execution of this Contract.

Performance security through online transfer, pay order / demand draft / cash deposit receipt (CDR) issued by scheduled bank of Pakistan or a foreign bank operating / having branch in Pakistan shall also be accepted irrespective of rating. Insurance guarantee or Swift Message submitted as performance guarantee shall not be accepted.

The charges and expenses payable in connection with the issuance, extension, renewal and maintenance of the Performance Bond shall be solely borne and paid by the Contractor. The Performance Bond shall be valid and shall be maintained in full force for six (06) months beyond the validity of the Contract. The Company has sole and absolute right to encash the Performance Bond without any prior notice to the Contractor in the event of any breach, failure, non-compliance or delay in the performance of the Contract, partial or whole.

In-case the bidder fails to fulfil agreed Tender / Contract Terms and Conditions, the bidder shall be liable to pay liquidated damages as per terms and mechanism agreed in the contract. Where any loss or damage suffered by OGDCL due to any act of the bidder is more than the liquidity damages, the company will be entitled/ recover the losses through encashment of Bank; Guarantee(s) /Bid Securities/earnest Money or forfeiture of security furnished by the bidder in other procurement cases.

#### **SECTION 10. LIABILITIES:**

- 10.1 Each party shall defend, indemnify and hold the other party harmless from and against any claim INCLUDING THIRD (3rd) PARTIES arising out of (i) loss or damage to its own property, and / or (ii) death of or injury to its own personnel.
- 10.2 Each party shall be liable for, and shall defend, indemnify and hold the other Party and its members/affiliates, co-ventures (if any), contractors or subcontractors, and it's and their respective employees, directors, officers, agents and invitees harmless from and against. all claims, demands, causes of action, judgments, awards, damages, losses, costs, expenses, expenses and liabilities of any kind and character arising out of third party property damage (including death) caused by the indemnifying Party's negligence during the performance of the Contract.

10.3 Notwithstanding any other provision of this Contract, Company shall defend, indemnify and hold harmless the Contractor from and against all liabilities, claims, damages, losses and costs relating to or resulting from (a) through (e) below, including any and all personal injury, death and loss of or damage to the drilling rig, vessel or platform and all other property arising there from (except if caused by Contractor's Gross Negligence or willful misconduct):

(a) damage to or loss of or impairment to any well (including the casing) or well bore;

(b) killing of or the bringing under control of any well:

(c) damage to or loss of any reservoir or productive formation, or subsurface minerals or structure or the loss of oil or gas therefore in;

(d) blowout, fire, explosion, catering , or any uncontrolled well condition;

(e) pollution, as well as containing, controlling and cleaning up any pollution, contamination or debris.

Gross Negligence or Willful Misconduct means any act or failure to act (whether sole, joint or concurrent) by a person that was intended to cause or was in reckless disregard of, or wanton indifference to, the harmful consequences to the safety or property of another person which the person acting or failing to act knew, or should have known, would result from such act of omission, provided that Gross Negligence or Willful Misconduct does not include any act or failure to act insofar as it: (i) constituted mere ordinary omission or oversight; or (ii) was done or omitted in accordance with the express instructions or approval of all parties."

The liability clause will be applicable to both parties i.e. OGDCL and the contractor and therefore its ambit and scope will be interpreted accordingly.

Notwithstanding any provision of any contract documents to the contrary, the aggregate total liability of contractor, its affiliates and its and their subcontractor's personnel, arising out of or in any other way connected with the performance, non-performance or mis-performance of the contract (including without limitation, any such liability to company, its co venture's and its and their affiliates and its and their subcontractor's personnel and any such liability to any third parties) shall be limited to an amount equal to the Total Contract value and company shall hold contractor its affiliates and its and their sub-contractors and personnel harmless from and indemnified against any such liability in excess of that aggregate sum".

#### **SECTION 11. INDEMNITIES:**

11.1 Neither Party shall be liable to the other for any punitive, indirect or consequential damages sustained by the other including without limitation business interruptions, loss of profits, loss of use of assets, loss of data and loss of contracts, and each Party shall hold the other Party harmless in respect thereof.

11.2 The Contractor shall indemnify the Company against all motions, proceedings, claims, liens and demands whatsoever which may be made against the Company by the third parties for or in respect of or out of any failure by the Contractor in performance of its obligation or wrongful performance under this Contract or any act or omission in connection therewith. Should Company have to pay any moneys in respect of any such claims or demands, the amounts to be paid and the costs incurred by the Company connection therewith, shall be charged in to and paid by the Contractor in full.

## **SECTION 12. LIQUIDATED DAMAGES:**

- 12.1 If the contractor fails to deliver any or all of the goods/services within the time periods(s) specified in the Contract, the purchaser shall, without prejudice to other remedies under the Contract, deduct from the Contract Price/Bank Guarantee as liquidated damages, a sum not more than 0.5% of the contract price per week or part thereof for first four weeks, 1.00% per week for next four weeks and 1.5% per week exceeding four weeks up to maximum extent of 10% of the contract value.
- 12.2 In case the purchaser is satisfied that the delayed/defective services/shipment was due to some mistake or circumstances beyond the control of the contractor and the contractor has not intentionally or negligently contributed in the delay, the purchaser may impose Liquidated Damages for not more than a sum equivalent to 0.5% of the delayed or defective shipment per week or part thereof for first two weeks, 1.00 per week for next three weeks and 1.5% per week exceeding five weeks but not exceeding 10% of the contract value of the delayed/defective shipment provided that the Contractor takes immediate remedial measures for the replacement of defective shipment and takes prompt steps to mitigate the delay. The Purchaser may however, impose Liquidated Damages as per clause 12.1 above if the delayed or defective shipment/ services has affected the project completion schedule or has resulted in Production losses.
- 12.3 Even after imposition of LDs, if the supplier fails to materialize the delivery (material and or services); the Purchaser reserves the right to cancel Purchase Order/Contract/LC and forfeit the Guarantee (if applicable) after intimating the supplier for such cancellation/forfeiture.

## **SECTION 13. PATENT RIGHTS:**

The Contractor shall protect, indemnify and hold the Company harmless from and against all claims, proceedings, demands, damages, costs, charges and expenses whatsoever for or on account of infringement of any patent rights, design, trade-mark, industrial design or name or other protected rights in respect of any design, method, machine work, material etc. used for or in connection with the Services.

## **SECTION 14. DIRECTIONS:**

The Contractor and its personnel must, when using Company's premises, adopt and observe all safety, security, fire and health measures and comply with all reasonable directions relating to health and safety rules and emergency evacuation plans as notified or as directed by the Company or its representative.

## **SECTION 15. CONFIDENTIALITY:**

- 15.1 Any data provided by the Company or which the Contractor or its employees have access to, or which they acquire directly or indirectly under this Contract or during the performance of this Contract, shall be deemed Confidential Information. Duplication or disclosure of such Confidential Information by Contractor or any one claiming through it without the prior written consent of the Company is strictly prohibited. All Confidential Information shall be the sole property of the Company. The Contractor hereby agrees not to disclose said data, information, any interpretations thereof, or data derivative there from or any information relating to Company's facilities, installations and operations etc to unauthorized parties or person. This Section also applies to any sub-consultant, assignee or consultants used by the Contractor. The obligations under these provisions shall survive the termination or expiry of this Contract.

- 15.2 Neither the Contractor nor any of its employees shall, except with the prior written consent of the Company, take ground or aerial photographs of the site, rig, installation or existing facilities of the Company.
- 15.3 The Contractor further undertakes that it shall not, except with the prior written consent of the Company:
- i) make any reference publicly, whether to the press or in books, brochures, internal publications, publicity material, magazines and periodicals or by advertisement through radio, television or films or by any other medium relating to:
    - a) the Contract or its terms and conditions,
    - b) the nature or extent of Services carried out by the Contractor,
    - c) the method, materials, or equipment used and personnel employed, or
    - d) any other Company information in the possession of the Contractor.
  - ii) disclose or convey any of the matters or information referred to in (i) above to any employees of the Contractor not directly concerned with the Contract.

#### **SECTION 16. DEFAULT:**

- 16.1 If the Contractor is unable or unwilling to perform its Services in accordance with terms of the Contract, the Company may obtain conforming Services from other sources, in which case, the Contractor shall be liable to pay the Company for the increased cost, if any, incurred by the Company for procuring such Services from other sources.
- 16.2 The Contractor shall also be in default under the Contract if the Contractor:-
- (a) Fails to fully and timely perform any of its contractual obligations under this Contract.
  - (b) becomes insolvent or seeks relief under the bankruptcy laws.

#### **SECTION 17. ARBITRATION:**

- 17.1 If any technical question, difference or dispute arises under this Contract, the Parties shall use their best efforts to promptly resolve such dispute, controversy or disagreement. However, if the dispute continues, either Party may give written notice to the other for appointment of an expert to resolve the dispute. The expert shall be preferably a Pakistani national and shall have at least ten years of experience in the relevant technical field.
- 17.2 If any question, difference or dispute arises regarding the rights, obligations or performance by the Parties under this Contract, the Parties shall use their best efforts to promptly resolve such dispute, controversy or disagreement. This includes without limitation the question of whether one or the other is in default and what action if any shall be taken to remedy such default. If the Parties are unable to resolve such question, difference, dispute and controversy, the matter may be referred to arbitration. Either Party may notify the other in writing specifying the nature of the dispute and designate one arbitrator to whom such dispute shall be referred requesting that the other party give notice in writing within fifteen (15) days after receipt of the notice of designation of the second arbitrator. The two arbitrators shall within fifteen (15) days after the receipt of notice of the second arbitrator, appoint an umpire whose decision with respect to the dispute shall govern in the event that the arbitrators shall fail to agree. In the event that second arbitrator is not designated within the time specified, the first arbitrator shall have full and complete power to determine the dispute.

- 17.3 Arbitration shall be precedent in any action of law and that the provisions of the Arbitration Act, 1940 and rules framed thereunder shall apply. The venue of the arbitration shall be in Islamabad, Pakistan.
- 17.4 The expenses of arbitration shall be charged equally to the Parties unless the award of the arbitrator(s) or the umpire, as the case may be, otherwise provide.

#### **SECTION 18. TERMINATION:**

- 18.1 In the event of default by the Contractor, the Company shall have the right to terminate the Contract for cause, by giving written notice effective ten (10) days after the date of such notice, unless otherwise specified therein. If the Contractor cures such default within the ten (10) days period, or provides evidence to satisfy the Company that such default does not exist. In addition to any other remedy available under law or in equity, the Company shall be entitled to recover all actual damages, costs and losses incurred by the Company as a result of default by the Contractor.
- 18.2 The Company shall have the right to terminate the Contract, in whole or in part, without any cause at any time upon thirty (30) days' prior written notice. Upon receipt of such notice of termination, the Contractor shall promptly cease all further Services under the Contract with such exceptions, if any, specified in the notice of termination. The Company shall pay the Contractor for all Services performed and obligations incurred prior to the date of termination in accordance with the terms of the Contract.

#### **SECTION 19. FORCE MAJEURE:**

- 19.1 "Force Majeure" shall mean an unforeseeable event that impairs the ability of the Party affected by it to wholly or partially perform its obligations under this Contract. In the event of either party hereto being rendered unable, wholly or in part, by Force Majeure circumstances to carry out its obligations under this Contract, then such party by giving notice with satisfactory evidence of such Force Majeure circumstance(s) relied upon, the obligations of the party giving such notice so far as they are affected by such Force Majeure shall be suspended for the period during which the party, is rendered unable as aforesaid, but for no longer period. However, such notice must be given within fourteen (14) days of occurrence of Force Majeure event. The terms Force Majeure as employed herein, shall include but not be limited to acts of God or war, war whether declared or undeclared; acts of terrorism or sabotage, or public enemy; riots and insurrection; civil commotion; revolution; embargo, blockade, invasion or act of foreign enemies; epidemic; landslide, lightening, earthquake, loss of well, reservoir failure, change of law or policy; or any other cause beyond the control of the affected Party which materially and adversely affects the performance by such Party of its obligations under or pursuant to this Contract, other than to make payments due hereunder, acts of enemies, civil insurrection, fires, floods, earthquakes or other physical disasters, order or request of Government, blockade or embargo. It is however, clarified that strikes, lockouts, shortage or non-availability of raw materials, rains disturbances, other labour disputes or non availability of transport shall not be included in the term "Force Majeure". During the established period of Force Majeure as contained hereinabove, the Contractor shall not be entitled to payment for Services and the Company shall not impose penalty.
- 19.2 In case the Force Majeure contingencies last continuously for more than one month, both parties will agree on the necessary arrangement for the further implementation of the contract. In case further implementation is unforeseeable

and impossible, both parties shall arrange for the termination of the Contract, but without prejudice to their right and obligations prior to such termination it being understood that each party shall fulfill its contractual obligations so far as they have fallen due before the operation of Force Majeure.

## **SECTION 20. LICENSE, PERMITS, AUTHORIZATION AND CERTIFICATION:**

The Contractor / Consultant hereby warrants and undertakes that all kinds of licenses, permits, authorizations and certifications required under the laws of Pakistan and applicable to the Contractor / Consultant are intact, valid and possessed by the Contractor / Consultant and shall be maintained during the performance of this Contract. The Company has the right to inspect, or demand for such licenses, permits, authorization and certificates and the Contractor/ Consultant shall forthwith comply with such inspection on demand.

## **SECTION 21. PHOTOGRAPHY AND ADVERTISING:**

- 21.1 The Contractor undertakes that neither the Contractor nor any of its employees shall, except with the prior written consent of the Company shall take, any ground or aerial photographs of the site, rig, installation or existing facilities at or around the work site.
- 21.2 The Contractor further undertakes that neither the Contractor nor any of the Contractor's personnel shall, except with the prior written consent of the Company:
- i. make any reference publicly, whether to the press or in books, brochures, internal publications, publicity material, magazines and periodicals or by advertisement through radio, television or films or by any other medium relating to:
    - the Contract or its terms and conditions,
    - the type or extent of the works, services, jobs required to be carried out by the Contractor,
    - the method, materials, or equipment used and personnel employed,
    - any information in the possession of the Contractor as to the operations of the Company.
  - ii. Disclose or convey any of the matters or information referred to in (a) above to any employees of the Contractor not directly concerned with the Contract.

## **SECTION 22. SECURITY:**

- 22.1 If otherwise mentioned in TOR, Company shall provide appropriate site security including, as from time to time may be necessary, security personnel and security services at the work site or during transportation of personnel and equipment to and from the work site.
- 22.2 If otherwise mentioned in TOR, it is the express intent of the Parties that any delay in the performance of Services or provision of equipment, or part thereof related directly or indirectly to security issues shall under no circumstances be deemed a breach of Contractor's obligation under the Contract.

## **SECTION 23. INSURANCE DEMURRAGE:**

- 23.1 The Contractor shall within seven (07) days of the date hereof take out and shall maintain until maturity of the Contract, standard insurance policies, which shall include Contractor's waiver of subrogation as follows:

- (a) Worker's compensation insurance covering all employees, engaged directly or indirectly in the performance of the Services in accordance with the applicable statutory requirements of the state or nation having jurisdiction over such employees.
  - (b) All risk insurance cover for the Services and Equipment including without limitation Equipment and machinery and other materials, if any supplied hereunder by the Contractor.
  - (c) The foregoing insurance shall be maintained with insurers that are satisfactory to the Company, and the terms of coverage for the foregoing insurance shall also be satisfactory to the Company and shall be evidenced by certificate to be furnished to Company. Such certificates shall provide that ten (10) days written notice shall be given to Company prior to cancellation of any policy. In the event the Contractor fails to effect or keep in force the insurances then the Company without prejudice to any other rights, shall effect and keep in force such insurance's at the Contractor's cost and risk.
  - (d) It shall be the duty of the Contractor to notify the insurers of any insurance referred to above or of any matter or event, which by the terms of such insurance are required to be so notified.
- 23.2 The Contractor shall indemnify the Company against all suits, proceedings, claims, liens and demands whatsoever which may be made against the Company by the third parties for or in respect of out of any failure by the Contractor in performance of its obligation or wrongful performance under this Contract or any act or omission in connection therewith. Should Company have to pay any moneys in respect of any such claims or demands, the amounts to be paid and the costs incurred by the Company in connection therewith, shall be charged to and paid by the Contractor in full.

#### **SECTION 24. EMPLOYMENT OF PAKISTANI NATIONALS**

The Contractor shall employ qualified Pakistani nationals for its Services, if available. If necessary, Contractor may employ expatriate professionals only after making all out efforts to employ Pakistani nationals. The Contractor shall make reasonable efforts to train Pakistani nationals in order to gradually replace its expatriate staff. Unskilled workers if needed for the Services shall be hired from the area where the Services are being performed.

#### **SECTION 25. ASSIGNMENT:**

The Contractor shall not sub-contractor or assign either whole or part of its obligations under this Contract without the prior written consent of the Company and such consent if given shall not relieve the Contractor from any liability or obligation under this Contract. The Contractor shall be responsible for the acts, defaults and negligence of any sub-Contractor, its personnel or agents as fully as it they were the acts, defaults or negligence of the Contractor, or its personnel.

#### **SECTION 26. ENTIRE CONTRACT:**

The documents mentioned in Section-3 of this Contract constitute the entire understanding between the Company and the Contractor on the subject matter and supersede all prior discussions, communications and agreements regarding the subject matter, whether written or oral.

**SECTION 27. AMENDMENTS:**

No variation in or modification of the terms of this Contract shall be made except by written amendment signed by the duly authorized representative of the Company and the Contractor.

**SECTION 28. GOVERNING LAW:**

This Contract shall be construed, interpreted and governed by the laws of the Islamic Republic of Pakistan.

**SECTION 29. ERADICATION OF CORRUPTION:**

All vendors, Suppliers, Contractors, Consultants and alike are encouraged to inform the Managing Director and Heads of Departments in case where any Company’s employee asks for any type of favour whether monetary or in kind. You can contact the M.D. and Heads of Departments on the following addresses, phone numbers, faxes or e-mail:

- i MD & CEO  
Oil & Gas Development Company Limited  
OGDCL House, Blue Area, Islamabad.  
Tel No. 051-9209701  
Fax No. 051-9209708  
E-mail: md@ogdcl.com
  
- ii GM (SCM)  
Tel No. 051-920023540  
Fax No. 051-9209859

**SECTION 30. NOTICES:**

Any notice, request demand, statement, call, question, intimation, reference, or other Communication required for execution of this Contract shall be made in writing and shall be directed by courier service or facsimile to the address of the Parties as follows:

**To the Company:** Manager (\_\_\_\_\_)
Oil & Gas Development Company limited
OGDCL House, Jinnah Avenue, Plot No. 3 (New No 3013) F-6 Jinnah Avenue Blue Area, Islamabad, Pakistan
Telephone: 0092 -51-92002\_\_\_\_\_

**To the Contractor:** Mr. \_\_\_\_\_
M/s \_\_\_\_\_
Address: \_\_\_\_\_
Telephone: \_\_\_\_\_
Email: \_\_\_\_\_

Notices shall be deemed served when received by the addressee.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Contract as of the date first above written.

<b>COMPANY</b>	<b>CONTRACTOR</b>
Signature_____	Signature_____
Name_____	Name_____
Position_____	Position _____
Witness_____	Witness_____
Witness_____	Witness_____

**ESG/HSE Standards Commitments**

<b>S. NO</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
Q1	Are there any human rights policies in place in your company?		
Q2	Are there any health, safety and environmental policies in place in your company?		
Q3	Are there any labor policies in place in your company covering the following aspects:-		
A.	Elimination of forced and compulsory labor		
B.	Elimination of child labor		
C.	Elimination of discrimination in employment		
Q4	Does your company have any anti-corruption policy?		
Q5	Does your company have any CSR policies?		

Signature: \_\_\_\_\_  
Name, Designation: \_\_\_\_\_  
Date: \_\_\_\_\_

# OIL & GAS DEVELOPMENT COMPANY LIMITED

**RFP NO. -----**

**DESCRIPTION OF SERVICES (As mentioned in RFP)-----**

**AMOUNT OF BID BOND (AS MENTIONED IN RFP)**

**AMOUNT OF PERFORMANCE BOND 10% OF THE CONTRACT VALUE OR AS MENTIONED IN RFP**

## **DUE DATE & TIME**

- i. Bids submission date and time (As per Press Tender Notice)
- ii. Bids opening date and time (As per Press Tender Notice)



**OIL & GAS DEVELOPMENT COMPANY LIMITED**  
**SUPPLY CHAIN MANAGEMENT DEPARTMENT**  
**SERVICES SECTION**

OGDCL HOUSE  
JINNAH AVENUE  
ISLAMABAD, PAKISTAN

**SUBJECT: LETTER FOR INVITATION TO BID FOR -----**

**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 with highest market capitalization. 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](http://www.ogdcl.com).

**2. OBJECTIVE**

OGDCL Intends to hire Services as per Request for Proposal (RFP). Interested bidders are required to submit their bids strictly as per Request for Proposal (RFP) and instructions to bidders given in this tender document.

Bids are hereby invited online through SAP-Ariba Discovery (SAP Portal) under Competitive Bidding (CB) procedure from eligible bidders for Services as listed in the Request for Proposal (RFP). The prices must be quoted as per details mentioned in Request for Proposal (RFP).

**3. PROSPECTIVE BIDDERS SHOULD PARTICULARLY NOTE THAT:**

- 3.1 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 (where applicable).
- 3.2 Each bid valid for minimum 180 days (or as specified in RFP) from the date of technical bids opening must be accompanied by a bid bond in the form of pay order / cash deposit receipt (CDR) / demand draft/ online transfer or a bank guarantee issued by scheduled bank of Pakistan or a branch of foreign bank operating / having branch in Pakistan, (for an amount mentioned in RFP) and valid for a period of thirty days (30) beyond the validity of the bid.
- 3.3 In case of bank guarantee, the format of the bid security shall be in accordance with the standard tender document format, issued by the schedule bank of Pakistan or a foreign bank operating / having branch in Pakistan with "AA" rating and shall remain valid for a period of thirty days (30) beyond the validity of the bid. Bid security in shape of online transfer/ pay order / demand draft / cash deposit receipt (CDR) issued by schedule bank of Pakistan or foreign bank operating / having branch in Pakistan shall also be accepted irrespective of rating.

- 3.4 Insurance guarantee or swift message submitted as bid security shall not be accepted.
  - 3.5 Bid security as online transfer / pay order / cash deposit receipt (CDR) / demand draft shall in the name of OGDCL.
  - 3.6 Bid Bond through telex / fax shall not be acceptable.
  - 3.7 On acceptance of the bid, OGDCL shall require the successful bidder to furnish 10% performance bond (Or as mentioned in RFP), within stipulated time, in the form of pay order / cash deposit receipt (CDR) / demand draft / online transfer or a bank guarantee issued by scheduled bank of Pakistan or a branch of foreign bank operating / having branch in Pakistan and valid in full force and effect six months beyond contract validity period.
  - 3.8 In case of bank guarantee, the format of the Performance security shall be in accordance with the standard tender document format, issued by the schedule bank of Pakistan or a foreign bank operating / having branch in Pakistan with "AA" rating and valid in full force and effect six months beyond contract validity period. Performance security in shape of online transfer/ pay order / demand draft / cash deposit receipt (CDR) issued by schedule bank of Pakistan or foreign bank operating / having branch in Pakistan shall also be accepted irrespective of rating.
  - 3.9 Insurance guarantee or Swift Message submitted as performance bond guarantee shall not be accepted.
  - 3.10 Performance security as online transfer / pay order / cash deposit receipt (CDR) / demand draft shall in the name of OGDCL.
  - 3.11 OGDCL is entitled to avail concessionary rate of duty under the provision of S.R.O 678(I)/2004. Bidders are advised to use this concessionary rate of duty and quote their most competitive prices observing laid down conditions of S.R.O 678(I)/2004. OGDCL will issue a letter to Custom Authorities to facilitate clearance of consignment by the successful bidder(s). Payment of all duties & taxes etc., compliance to conditions with reference to SRO-678(1)/2004 including maintaining an account of all imports etc., will be the entire responsibility of the importer with no liability to OGDCL.
4. The Purchaser reserves the right to have the items inspected by its own representatives or through third party, wherever applicable.
  5. It must be indicated in the offer that the quotation fully conforms to Technical Specifications, RFP and Terms & Conditions of the Tender Enquiry.
  6. Sealed envelope containing original bid bond for an amount mentioned in the RFP must be delivered at OGDCL Reception on or before bids submission date & time and marked as follows:

## **Manager (SCM) Services**

Oil & Gas Development Company Limited  
Supply Chain Management Department  
OGDCL House (Plot No. 3), F-6/G-6  
Jinnah Avenue, Islamabad (Pakistan)  
Phone No. 92-51-92002 3750

Bid Bond for (RPF Number)

Bid Opening Date & Time (\_\_\_\_\_)

### **7. TIME AND PLACE FOR SUBMISSION OF BIDS.**

Bids must be submitted online through SAP-Ariba Portal at time & date mentioned in Press tender notice.

### **8. OPENING OF BIDS**

- 8.1 Bids will be opened online through SAP-Ariba Portal at the time and date mentioned in Press tender notice. Bidder's authorized representative may attend the tender opening on the following address on due date and time:

Oil & Gas Development Company Limited (OGDCL)  
Supply Chain Management Department  
OGDCL House, Plot No. 3 (New No.  
3013) F-6/G-6, Jinnah Avenue, Islamabad  
(Pakistan)  
Phone No. 0092-51-92002 3750

- 8.2 The Bidder's names, bid prices, modification and bid withdrawal, and the presence or absence of the requisite Bid Bond and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at opening.

### **9. BIDDING METHOD**

- i. Bids against this tender are invited on **Single Stage Two Envelope Bidding Procedure (www.ppra.org.pk)**, as per Public Procurement Rules, 2004,
  - ii. All Tender unpriced Annexures to be attached with the Technical bids.
10. 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.
11. 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.
12. The contract / service order will remain valid till completion of job / period specified in RFP. Any extension in validity of contract / service order will be subject to written mutual consent of both the parties.
13. No alternation in OGDCL's tender documents is allowed. Any attempt for alteration/amendment in the tender documents may lead to disqualification of the bidder.

## **INSTRUCTIONS TO BIDDER**

### **1. PROSPECTIVE BIDDERS SHOULD PARTICULARLY NOTE THAT**

- 1.1 Bids valid for minimum of 180 days (or as specified in RFP) from the date of technical bids opening, must be accompanied by a bid bond in the form of pay order, cash deposit receipt (CDR), a demand draft, online transfer or a bank guarantee issued by scheduled bank of Pakistan or a branch of foreign bank operating in Pakistan (for an amount mentioned in RFP) and valid for a period of thirty days (30) beyond the validity of the bid.
- 1.2 In case of bank guarantee, the format of the bid security shall be in accordance with the standard tender document format, issued by the schedule bank of Pakistan or a foreign bank operating / having branch in Pakistan with "AA" rating and shall remain valid for a period of thirty days (30) beyond the validity of the bid. Bid security in shape of online transfer, pay order, demand draft, cash deposit receipt (CDR) issued by schedule bank of Pakistan or foreign bank operating / having branch in Pakistan shall also be accepted irrespective of rating.
- 1.3 Insurance guarantee or Swift Message submitted as bid security shall not be accepted.
- 1.4 Bid security as online transfer / Pay order / cash deposit receipt (CDR) / demand draft shall in the name of OGDCL.
- 1.5 Bid Bonds through fax/copy shall not be acceptable.
- 1.6 On acceptance of Bid by OGDCL, the successful Bidder shall, within 15 days of the receipt of Letter of Award (LOA), is required to furnish a performance bond in the form of pay order / cash deposit receipt (CDR) / demand draft / through online transfer or a bank guarantee issued by scheduled bank of Pakistan or a branch of foreign bank operating / having branch in Pakistan, (for an amount mentioned in RFP) and valid in full force and effect six months beyond contract validity period.
- 1.7 In case of bank guarantee, the format of the Performance security shall be in accordance with the standard tender document format, issued by the schedule bank of Pakistan or a foreign bank operating / having branch in Pakistan with "AA" rating and valid in full force and effect six months beyond contract validity period. Performance security in shape of online transfer/ pay order / demand draft / cash deposit receipt (CDR) issued by schedule bank of Pakistan or foreign bank operating / having branch in Pakistan shall also be accepted irrespective of rating
- 1.8 Insurance guarantee or Swift Message submitted as performance guarantee shall not be accepted.
- 1.9 Performance security as online transfer / Pay order / cash deposit receipt (CDR) / demand draft shall in the name of OGDCL.

- 1.10 These Terms and Conditions form an integral part of Tender Enquiry/RFP and must be taken into consideration before submitting your quotation.
- 1.11 The Purchaser does not take any responsibility for collecting the Bid bond from any Agency. Your authorized representative may attend the Tender Opening if desired. Any Bid Bond received after closing time or date, shall not be accepted and returned to Bidders unopened.
- 1.12 Bidder's authorized representative may attend the tender opening if desired on the following address on due date and time:

**Oil & Gas Development Company Limited (OGDCL)**  
Supply Chain Management Department  
OGDCL House, Plot No. 3 (New No.  
3013) F-6/G-6, Jinnah Avenue, Islamabad  
(Pakistan)  
Phone No. 0092-51-92002 3750

- 1.13 The purchaser reserves the right to increase or decrease the quantities /scope of work to a reasonable percentage and accept or reject any or all bids or may cancel any or all items at any time without assigning any reasons therefore.
- 1.14 **Environmental Social Governance (ESG) Commitment from Suppliers:-**  
Bidders to submit their Environmental Social Governance (ESG) / Health Safety Environment (HSE) commitment as **Annexure-L** as a part of its technical bid, enabling OGDCL to comply with standards of environmental, social and governance practices across all aspects of business, including the value chain and aligning with the UN SDGs for sustainable and inclusive development.

## **2. THE BIDDING DOCUMENTS/RFP 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) Format of Integrity and Ethics undertaking (Annexure-E)
- g) Affidavit for Not Black Listing (Annexure-F)
- h) Date Summary Sheet to be attached with technical bid (Annexure-G)
- i) Declaration (Annexure-H)
- j) Integrity pact (Annexure-I)
- k) Declaration of Ultimate Beneficial Owners Information (Annexure-J)
- l) Draft Contract /Draft Service Order (Annexure-K)
- m) Specimen of Environmental Social Governance (ESG) / HSE Commitment from Suppliers (**Annexure-L**)

## **3. TIME AND PLACE FOR SUBMISSION OF BIDS**

Bids must be submitted online through SAP-Ariba portal, time and date given in Press Tender Notice.

#### **4. OPENING OF BIDS**

Bids will be opened **online through SAP-Ariba Portal** at the time and date mentioned in Press tender notice. Bidder's authorized representative may attend the tender opening on the following address on due date and time:

**Oil & Gas Development Company Limited (OGDCL)**  
Supply Chain Management Department  
OGDCL House, Plot No. 3 (New No. 3013) F-6/G-6,  
Jinnah Avenue, Islamabad (Pakistan)  
Phone No.0092-51-92002 3750

#### **5. PREPARATION OF BID / PROPOSAL**

Contractors will prepare their bids as per requirement of RFP in two parts i.e. Technical Proposal (Part-I) and Financial Proposal (Part-II).

**TECHNICAL BID / ROPOSAL** 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 RFP 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) Certificate of incorporation/ valid trade license.

If the bid is submitted by a Joint Venture (JV) 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 be provided by the joint venture partners with the technical bid accepting responsibility for the successful completion of the project separately and jointly.

#### **FINANCIAL PROPOSAL:**

Financial Proposal should contain:

(i) Duly filled in "Format For Rates" in accordance with instructions given in RFP  
Proof of authorization shall be furnished in the form of valid written power of attorney, which shall accompany the bid.

## **6. BID PRICE**

- 6.1 Bid price shall be inclusive of all taxes, duties, levies, charges etc., except Provincial Sales Tax (PST)/ Islamabad Capital Territory Sales Tax (ICT) on services in Pakistan.
- 6.2 The prices may be quoted in US Dollar preferably or bidders own currency. Whereas, Chinese Firms/Bidders/ Service Providers should quote prices in Renminbi. To facilitate financial evaluation and comparison, all bid prices will be converted to US Dollars at the selling exchange rate officially prescribed by State Bank of Pakistan for similar transaction on the prescribed date of technical opening of bids.
- 6.3 The prices quoted by the successful bidder (contractor) for required services shall remain firm and final throughout contract period. The price charged by the successful bidder (contractor) for required services shall not vary from the prices quoted by the service company.
- 6.4 OGDCL is entitled to avail concessionary rate of duty under the provision of S.R.O 678(I)/2004. Bidders are advised to use this concessionary rate of duty and quote their most competitive prices observing laid down conditions of S.R.O 678(I)/2004. OGDCL will issue a letter to Custom Authorities to facilitate clearance of consignment by the successful bidder(s). Payment of all duties & taxes etc., compliance to conditions with reference to SRO-678(1)/2004 including maintaining an account of all imports etc., will be the entire responsibility of the importer with no liability to OGDCL.

## **7. PAYMENT**

- 7.1 Payment to all Pakistan based foreign/ multinational companies will be made through cross cheque in 100% equivalent Pak Rupees, at actual, against verified invoices at official exchange rate prevalent on the date of payment.
- 7.2 To Foreign based Companies, the payment will be made in US\$ or in quoted currency, at actual against verified invoices through Irrevocable Letter of Credit (LC) after completion of the project or otherwise mentioned in TOR.

## **8. 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.

## **9. 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 remain firm and final throughout contract period) will be used as base price for amendment in contract and computation of final invoice accordingly. Contractor should take approval for such changes in writing from OGDCL.

## **10. UNSKILLED LABOUR**

Unskilled labor for handling tools and equipment will be on account of bidder.

## **11. 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.

## **12. BID VALIDITY**

12.1. The Bid shall remain valid and open for acceptance for a period of 180 days (or as specified in RFP) from the specified date of technical bid opening.

12.2. 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.

## **13. BID BOND**

13.1 The bidder shall attach copy of bid bond with the Technical bid proposal, as part of his bid, for an amount of US\$ /Pak Rupees (as specified in RFP ). However, Original Bid bond must reach on or before bids submission date and time.

13.2 Technical bid must be accompanied by a Bid Bond in the form of pay order, cash deposit receipt (CDR), a demand draft, online transfer or a bank guarantee issued by scheduled bank of Pakistan or a branch of foreign bank operating / having branch in Pakistan (for an amount mentioned in Annexure-A/TOR) and valid for a period of thirty days (30) beyond the validity of the bid from the date of technical opening of bids.

13.3 In case of bank guarantee, the format of the bid security shall be in accordance with the standard tender document format, issued by the schedule bank of Pakistan or a foreign bank operating / having branch in Pakistan with "AA" rating and shall remain valid for a period of thirty days (30) beyond the validity of the bid. Bid security in shape of online transfer/ pay order / demand draft / cash deposit receipt (CDR) issued by schedule bank of Pakistan or foreign bank operating / having branch in Pakistan shall also be accepted irrespective of rating.

13.4 Insurance guarantee or Swift Message submitted as bid security shall not be accepted.

13.5 Bid security as online transfer / Pay order / cash deposit receipt (CDR) / demand draft shall in the name of OGDCL.

13.6 In case of bank guarantee and Payorder/CDR/DD etc. original bid bond for an amount mentioned in the RFP must be delivered at OGDCL Reception on or before date & time mentioned in Tender Notice otherwise bid shall be rejected. The bid bond of unsuccessful bidders will be returned after issuance of Letter of Award (LOA).

- 13.7 Extension in Bid Bond (if required), must be submitted in original 15 days before the expiry date otherwise OGDCL may proceed for encashment.
- 13.8 The bid bond of the successful bidder shall be released after receipt of Performance Bank Guarantee and its authentication from the issuing Bank.
- 13.9 The bid bond may be forfeited in case a bidder withdraws his bid during the period of bid validity or if the Bidder, been notified of the acceptance of his bid by the Company through issuance of Letter of Award (LOA) during original or extended bid validity: -
- i. Withdraw their bid during bid validity.  
OR
  - ii. Fails, refuses or delays to sign/execute contract as per Tender/Contract's terms & conditions.  
OR
  - iii. Fails, refuses or delays to furnish Performance Bond and/or Advance Bank Guarantees.  
OR
  - iv. Submit forged/fake document(s) in support of their bid.  
OR
  - v. Fails to provide/ perform services as specified in TOR.

**Note:**

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

**14. CLARIFICATION/AMENDMENT OF BIDDING DOCUMENTS/RFP**

- 14.1 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, may modify the Bidding Documents/RFP by issuing amendment.
- 14.2 The amendment(s)/ clarification(s) shall be deemed as integral part of these Bidding Documents / RFP , and will be uploaded in Request For Proposal (RFP) on SAP Ariba.

The bidders are expected to carefully examine all instructions, forms, scope of work and specifications in the Bidding Documents/RFP. Any bidder in doubt as to the exact meaning or interpretation of any part of the Bidding Documents/RFP should immediately seek clarification through message board of relevant RFP at least one week before bids opening date.

For request of all clarifications in regard to the information contained in tender documents/RFP made over the telephone shall not be entertained. All enquiries 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/RFP if clarification of these is necessary for the clear understanding of the documents and for preparation of the bid. Such enquiries, clarifications, queries must reach through message

board of relevant RFP not later than one week before the bid submission date otherwise the same will not be responded by OGDCL.

## **16. DEADLINE FOR SUBMISSION OF BIDS**

- 16.1 OGDCL may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents/RFP, if required, in which case or rights and obligation of OGDCL and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 16.2 The envelopes shall indicate the name and address of the bidder to enable the bid bond to be returned unopened in case it is declared "LATE".
- 16.3 If the envelopes are not marked as instructed, OGDCL will assume no responsibility for the misplacement or premature opening of the bid bond.
- 16.4 In case due date bids opening falls on holidays, the bid will be opened on next working day.

## **17. WITHDRAWAL OF BIDS**

- 17.1 Bidder may 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 modifications or withdrawal notice shall be prepared, sealed, marked and dispatched as for the bid bond.
- 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. LATE BID BOND.**

Any Bid Bond received after deadline for submission of Bids prescribed by OGDCL will be rejected and returned unopened to the bidder.

## **19. BID OPENING**

The Bid shall be opened publicly in OGDCL, in the presence of Bidder's representatives who may choose to attend the bid opening on due date and time specified in the Press Tender Notice or on the extended date.

## **20. 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 in **RFP** and tender document. Technically responsive and lowest evaluated bidder in line with the bid evaluation criteria given in the **RFP** will be considered for award of job.

## **21. 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.

- 21.1 The Bid must be prepared in the English Language.
- 21.2 The Bid must be unconditionally valid for 180 days (or as specified in TOR) from the date of technical bids Opening.
- 21.3 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.
- 21.4 Original Bid bond must reach on or before as mentioned in the Press Tender Notice.
- 21.5 The bid proposal should essentially include C.Vs of the professionals expected to be deployed for the job (if required).
- 21.6 The technical bid showing prices under single stage two envelop bidding procedure shall be rejected.
- 21.7 Technical bid must be accompanied by Affidavit (Annexure-F) for not being Black Listing of the firm or its director (s).
- 21.8 Technical bid must be accompanied with Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts (Annexure-J). In case of failure to provide the required information of the beneficial ownership by the company or submission of false or partial information, OGDCL shall:
  - i. Blacklist the said company in accordance with rule 19 (1) (a) of Public procurement Rules, 2004.
  - ii. Reject the bid of the said company.

**Note: The procedure of Black Listing is available at OGDCL website at following link: <http://ogdcl.com/uploads/tender/BlackListingProcedure.pdf>.**

## **22. CLARIFICATION OF BIDS.**

To assist in the examination, evaluation and comparison of bids, OGDCL may at its discretion, ask the Bidder for clarification(s) of his Bid preferably through message board of RFP in SAP-Ariba Portal. All responses to request for clarification shall be in writing preferably through message board of RFP in SAP-Ariba Portal, and no change in the price or substance of the Bid shall be sought, offered or permitted.

## **23. ELIGIBILITY AND QUALIFICATION REQUIREMENTS**

- 23.1 To be eligible for award of contract, bidders shall have to provide with technical bid the 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 **RFP**.
- 23.2 Proof of requirements mentioned at Sub-clause-23.1 must be submitted by the bidder along with the technical bid and shall be examined during technical evaluation.

23.3 The bids submitted by a Joint Venture of two or more firms as partner shall comply with the following requirements:

23.3.1 The JV Agreement shall be signed and provided with the technical bid so as to be legal binding on all partners.

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

23.3.3 The partner incharge 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 incharge.

23.3.4 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 23.3.2 as well as in the Form of Bid and the Form of Agreement. A copy of the agreement entered in to the joint venture partners shall be submitted with the bid.

#### **24. 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.

#### **25. BID EVALUATION AND AWARD OF CONTRACT**

25.1 After opening the bids, OGDCL will determine/evaluate whether each bid is substantially responsive to the requirements of the Bidding Documents/RFP

25.2 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.

25.3 Arithmetical errors will be rectified on the following basis.

25.3.1 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.

25.3.2 If there is a discrepancy between words and figure, the amount in words shall prevail.

25.4 A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents/RFP without material deviation. A material deviation is one which being inconsistent with the Bidding Documents/RFP, 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.

- 25.5 Any 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 in any manner.
- 25.6 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.
- 25.7 To assist in determining a bid's responsiveness, the Bidder may be asked for clarification of his bid preferably through message board of RFP (SAP Ariba). The Bidder is not permitted, however, to change bid price or substance of his bid.
- 25.8 The evaluation of the bids will take into account, in addition to the bid price, the following factors:
- 25.8.1 Reliability and efficiency of the offered service.
  - 25.8.2 Financial standing of the supplier.
- 25.9 Technical Evaluation Report shall be shared with the bidders through message board of SAP Ariba. The Bidders may lodge a written complaint for redressal of their grievances and disputes to Dispute Resolution Committee within Seven (07) Days of the sharing of the Technical Evaluation Report and Five (05) Days after sharing of Final/Financial Evaluation Report on through message board of RFP (SAP Ariba).

After sharing of Final/Financial Evaluation Report, the complainant cannot raise any objection on Technical Evaluation Report, provided that the complainant may raise the objection on any part of the Final/Financial Evaluation Report in case where single stage single envelope bidding procedure is adopted.

Therefore, all bidders are advised to check message board of relevant RFP for knowing status / outcome of their bid proposals during Technical/Final Evaluation process.

The detail mechanism of Grievance including Form is available at OGDCL website under the Title bar of Tenders, Grievances Committee.

- 25.10 The award of the contract / service order shall be made to the bidder whose bid has been determine to be the lowest evaluated bid, after considering all factors and who meets the requisites of RFP / tender documents/bid format.
- 25.11 The purchaser shall notify by letter/email/message board etc., 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. PERFORMANCE BOND / BANK GUARANTEE**

- 26.1 Within fifteen (15) days of receipt of the notification of contract award /Letter of Award (LOA), the successful bidder shall furnish to OGDCL, the Bank Guarantee / Performance Bond (for an amount mentioned in RFP) as per specimen at "Annexure-“C”.
- 26.2 Performance bond can be submitted by the successful Bidder in the form of pay order / cash deposit receipt (CDR) / demand draft / online transfer or a bank guarantee issued by scheduled bank of Pakistan or a branch of foreign bank operating / having branch in Pakistan (for an amount mentioned RFP) and valid in full force and effect six months beyond contract validity period.
- 26.3 In case of bank guarantee, the format of the Performance security shall be in accordance with the standard tender document format, issued by the schedule bank of Pakistan or a foreign bank operating / having branch in Pakistan with "AA" rating. Performance security in shape of or online transfer/ pay order / demand draft / cash deposit receipt (CDR) issued by schedule bank of Pakistan or foreign bank operating / having branch in Pakistan shall also be accepted irrespective of rating
- 26.4 Insurance guarantee or Swift Message submitted as performance guarantee shall not be accepted.
- 26.5 **Performance security as online transfer / Pay order / cash deposit receipt (CDR) / demand draft shall in the name of OGDCL.**
- 26.6 The bank guarantee / performance bond shall remain valid and in full force and effect six months beyond contract validity period.
- 26.7 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, failing which OGDCL reserves the right to encash the performance guarantee.
- 26.8 Extension in Performance Bond (if required), must be submitted in original 15 days before the expiry date otherwise OGDCL may proceed for encashment.
- 26.9 The cost incurred for establishing the Bank Guarantee / Performance Bond or any extension/amendment thereof shall be on contractor's account.
- 26.10 The Bank Guarantee / Performance Bond will be discharged after completion of the contract.
- 26.11 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.
- 26.12 Performance bond shall be confiscated in the event of default, non-performance or non-fulfillment by CONTRACTOR of his obligations liabilities, responsibilities or any other reason(s) warranting the confiscation

of the guarantee or in case if any forged or fake documents is found at any stage under this contract.

## **27. EMPLOYMENT OF PAKISTANI NATIONALS**

- 27.1 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 efforts have been exhausted to employ Pakistani qualified nationals. Unskilled workers if needed for the operation will be hired from the local area where the operation is being performed.
- 27.2 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.

## **28. SIGNING OF CONTRACT**

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

## **29. SOURCE OF FUNDS.**

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

## **30. AMOUNT OF BID BOND**

The bidder shall furnish with the Technical bid proposal, as part of his bid, a copy of bid bond for an amount of US\$ /Pak Rupees (as specified in RFP in accordance with the format as per Annexure-B of the tender Documents. Original Bid bond must reach on or before as mentioned in the Press Tender Notice

## **31. BLACKLISTING**

The Bidder/Supplier/Contractor/Agent must particularly note that in case of submission of forged document, withdrawal of bid during bid validity, fails or refuses to sign purchase order/contract, non-acceptance or meet the purchase/service order's terms & conditions, non-execution of work, non-submission of relevant bank guarantee as per tender terms/RFP, non-supplies as per specifications, non-fulfillment of contractual obligations, under performance, non-compliance of contractual obligations vital for execution, repeated non-performance, indulged in corrupt and fraudulent practices, tax evasion, criminal misappropriation by a court of competent authority or any other reason, Bidder/Supplier/Contractor/Agent will be liable to severe punitive action by the Purchaser/OGDCL leading to Blacklisting/Debarment in addition to any other legal action that shall be initiated.

The procedure of Blacklisting/Debarment is uploaded on OGDCL's website at following link: <http://ogdcl.com/uploads/tender/BlackListingProcedure.pdf> which is an integral part of this Tender Document/RFP.

**TERMS OF REFERENCE (TOR)/SCOPE OF WORK**

(Complete Annexure-A/TOR / Scope of Work is available in RFP and is integral part of this tender document)

**BID BOND**

Oil & Gas Development Company Limited,  
OGDCL House, Jinnah Avenue,  
Blue Area, Islamabad.

Guarantee No.....  
Date of issue.....  
Date of expiry .....

Amount.....

Dear Sir,

In consideration of M/s.....  
herein after called "THE BIDDER" having submitted the accompanying Bid with  
reference to OGDCL tender enquiry No----- and in consideration of  
value received from (the Bidder above), we hereby agree to undertake as follows:-

1. To make unconditional, immediate and forthwith payment of the sum of -----) upon your FIRST and SIMPLE written demand without further recourse, question, query, deferment, contestation or reference to the bidder, account party or any other person in the event of the withdrawal of the aforesaid bid by the BIDDER before the end of the period specified in the Bid after the opening of the same for the validity thereof or if no such period be specified, within 210 days after the said opening or if the Bidder, having been notified of the acceptance of his bid by the Company during the period of bid validity:
  - i. Fails, refuses or delays to sign/execute contract as per Tender/Contract's terms & conditions.  
OR
  - ii. Fails, refuses or delays to furnish Performance Bond and/or Advance Bank Guarantees.  
OR
  - iii. Submit forged/fake document(s) in support of their bid.  
OR
  - iv. Fails to provide/ perform services as specified in TOR.
2. To accept written intimation from you as conclusive, sufficient and final evidence of the existence of a default of non-compliance, breach or default as aforesaid on the part of the BIDDER and to make payment immediately and forthwith upon receipt of your FIRST and SIMPLE written intimation.
3. No grant of time or other indulgence to, or composition or arrangement with the BIDDER in respect of the aforesaid Bid with or without notice to us shall affect this Guarantee and our liabilities and commitments hereunder.
4. This is an independent and direct obligations guarantee and shall be binding on us and our successor in interest and shall be irrevocable.
5. The Guarantor Bank warrants and represents that it is fully authorized, empowered and competent to issue this guarantee.

**Yours faithfully,  
(BANKERS)**

**PERFORMANCE BOND/BANK GUARANTEE**

Oil & Gas Development Company Limited,  
OGDCL House, Jinnah Avenue,  
Blue Area, Islamabad.

Guarantee No.....  
Date of issue .....  
Date of expiry .....  
Amount.....

Dear Sir,

Ref: Our Bank Guarantee No. \_\_\_\_\_ in the sum of  
\_\_\_\_\_ Account \_\_\_\_\_ Amount of  
Contract \_\_\_\_\_

In consideration of you having entered into contract No.  
\_\_\_\_\_ with \_\_\_\_\_ called  
Contractor and in consideration for value received from CONTRACTOR, we  
\_\_\_\_\_ at the request of \_\_\_\_\_ hereby agree and undertake as  
follows:

1. To make unconditional, immediate and forthwith payment to you as called upon of an amount-----(mentioned in RFP) in Pak Rupees/USD) on your written FIRST and SIMPLE demand without further recourse, question, query, deferment, contestation or reference to CONTRACTOR or any other person, in the event of default, non-performance or non-fulfillment by CONTRACTOR of his obligations liabilities, responsibilities, or in case if any forged or fake documents is found at any stage under this contract, of which you shall be the sole and absolute judge.
2. To accept written intimation from you as conclusive, sufficient and final evidence of the existence of a default or breach as aforesaid on the part of CONTRACTOR and to make payment immediately and forthwith upon receipt of your FIRST and SIMPLE written demand.
3. To keep this Guarantee in full force from the date hereof **until six months beyond the contract validity period.**
4. That no grant of time or other indulgence to, amendment in the terms of the contract by Agreement between the parties, or imposition or Agreement with contractor in respect of the performance of his obligation under and in pursuance of the said Agreement with or without notice to us, shall in any manner discharge or otherwise affect this Guarantee and our liabilities and commitments there under.
5. This is an independent and direct obligations guarantee and shall be binding on us and our successor interest and shall be irrevocable.
6. This Guarantee shall not be affected by any change in the constitution of the Guarantor Bank or the constitution of the Contractor.
7. The Guarantor Bank warrants and represents that it is fully authorized, empowered and competent to issue this guarantee.

Authorized Sign for Issuing Bank

**Seal of the Bank**

**BIDDING FORM**

Date.....

Tender Enquiry No. ....

To

Oil & Gas Development Company Limited,  
OGDCL House, Plot # 3013,  
Blue Area, Islamabad

Gentlemen,

Having examined the conditions of contract, scope of work and Instructions to bidders of Invitation to Bids, the receipt of which is hereby acknowledged, we the undersigned, offer to perform services (Nature of Service) to OGDCL in conformity with the scope of work and Instructions to bidders at the rates mentioned in our Bid Proposal or other such sums as may be ascertained in accordance with the said conditions.

2. We confirm that the terms and conditions given in the Tender Enquiry / Tender Documents are acceptable to us and if our Bid is accepted we shall execute a contract with OGDCL accordingly without any exceptions. We further confirm to commence service within .....days of the mobilization notice issued by OGDCL.
- 3 We agree to validate bid unconditionally for the period of 180 days from the date of opening the same and it shall remain binding upon us and may be accepted thereof, shall constitute a binding contract between us.
4. We hereby certify that our Firm / Company / Local Agent is or has not been at any time during the past five years, involved in litigation, arbitration or any other unsettled dispute with OGDCL / JV Partners.
5. We further certify that all the contracts / orders placed on us by OGDCL / JV Partners have been executed timely and as per terms & conditions of the Contract / order without any unsettled dispute.
6. Until a formal Agreement is prepared and executed, this bid, together with your acceptance thereof, shall constitute a binding contract between us.
7. We understand that you are not bound to accept the lowest or any tender you may receive.
8. Our bid proposal do not contain any deviation or exceptions from the terms & conditions enunciated in the tender documents.

Dated this.....days of..... (year) 201---,

Name & Signature.....in the Capacity of..... duly authorized to sign tenders for and on behalf of.....

(Name of the firm in block capital Letters)

Address.....

Telex No.....-EMAIL ID.....

Phone No.....

Witness

1. ....

(Name)

(Signature)

2. ....

(Name)

(Signature)

(On official letter-head of the bidder)  
To be signed by the  
Chief Executive of the  
Bidding company or a representative duly  
Authorized by board  
Resolution.

**INTEGRITY AND ETHICS UNDERTAKING**

We hereby commit and undertake to observe the following principles during our participation in the tender process and during the contract execution:

- i. That we will not directly or through any other person of firm, officer promise or give to any of the employees of OGDCL involved in the tender process or execution of the contract any gain, pecuniary benefit of facilitation payment in order to obtain in exchange any advantages of any kind whatsoever during the tender process or during the execution of contracts.
- ii. That we have not and will not enter with other bidders into any undisclosed agreement or undertaking either formal or informal to restrict competitiveness or to cartelize in the bidding process.
- iii. That we will ensure that the remuneration of agents (if engaged) is appropriate and for legitimate services only.
- iv. That we will not use subcontracts, purchase orders or consulting agreements as means of channeling payments to employees of OGDCL.
- v. That we will not commit any offence under the Pakistan Penal Code, Prevention of Corruption Act or National Accountability Ordinance to achieve any advantage, gain or benefit during the tender process or the execution of the contract.

We further understand and acknowledge that any violation or transgression of the above mentioned principles will attract disqualification from the tender process and may also result in permanent exclusion from future contract award process.

We also accept and undertake to respect and uphold OGDCL's absolute right to resort to and impose such disqualification, debarment or execution.

For and on behalf of \_\_\_\_\_

RFP No \_\_\_\_\_

**Mandatory for participation in Bidding Process**

**A F F I D A V I T**  
**(To be attached with Technical bid)**

I.....S/o....., aged.....year, working as  
Proprietor/ Managing Partner / Director of  
M/s.....having its register office at  
.....do hereby solemnly affirm  
and declare on oath as under:

1. That I am competent to swear this affidavit/undertaking being proprietor/one of the partners/Director of M/s.....
2. That M/s.....is a proprietorship / partnership firm / company is participating in tender process conducted by OGDCL.
3. That I hereby confirm and declare that none of my/our group /sister concern/associate company is participating/submitted this tender.
- 4 That I hereby confirm and declare that my/our firm/company M/s \_\_\_\_\_and my/our firm/ group/ company/ sister concern / associate company or any of its directors have not been blacklisted/de-listed by any institutional agencies / Govt. Dept. / Public sector / foreign country, international organization or other foreign institutions.
5. That there is no change in the Name & Style, Constitution and Status of the firm, after Pre-qualification.
6. That I further undertake that in case any of the facts contained above and in our application is round other-wise or incorrect or false at any stage, my/our firm/company/ group/sister concerns/ associate companies shall stand debarred from the present and future tenders of the OGDCL.

(Signature of the Proprietor/ Managing Partner/Director with Seal)

DEPONENT

Verified at \_\_\_\_\_ on \_\_\_\_\_ that the contents of paras 1 to 6 of this affidavit are true and correct to best of my knowledge and no part of this is false and nothing material has been concealed or falsely stated therein.

(Signature of the Proprietor/ Managing Partner/ Director with Seal)

DEPONENT

(Signature & Seal of Notary)

**Note: The procedure of Blacklisting / Debarment is uploaded on OGDCL's website at following link: <http://ogdcl.com/uploads/tender/BlackListingProcedure.pdf> which is an integral part of this Tender Document.**

**DATA SUMMARY SHEET**  
**(To be attached with Technical bid)**

**Following information must be stated categorically:-**

COMPLETE NAME, ADDRESS, EMAIL,  
PHONE & FAX NUMBER OF BIDDER

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NAME, ADDRESS, PHONE, FAX NO &  
EMAIL OF LOCAL AGENT IN PAKISTAN  
(IF ANY)

---

---

VALIDITY OF BID:

---

COMPLETION PERIOD (where applicable):

---

BID BOND SUBMITTED BY

---

ADDRESS OF BANKER WITH AC  
COUNT NO & SWIFT CODE FOR L/C  
OPENING (WHERE APPLICABLE)

---

---

IN CASE OF JV PARTNERS (NAME OF  
LEAD PARTNER NAME OF ALL OTHER  
JV PARTNERS COPY OF JV  
AGREEMENT CLEARLY STATING THE  
RESPONSIBILITY OF EACH PARTY TO  
BE ATTACHED WITH THE TECHNICAL  
BID

---

NTN, GST & PST NUMBER (FOR  
PAKISTAN BASE COMPANY ONLY)

---

ANNEXURE –F DULY ATTESTED BY  
NOTARY PUBLIC.

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**DECLARATIONS**

**CONTRACT NO.** \_\_\_\_\_

1. The Contractor hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Company through any corrupt business practices.
2. Without limiting the generality of the foregoing, the Contractor represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, Contractor, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from the Company, except that which has been expressly declared pursuant hereto.
3. The Contractor certifies that it has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with the Company and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.
4. The Contractor accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to the Company under any law, Contract or other instrument, be voidable at the option of the Company.
5. Notwithstanding any rights and remedies exercised by Company in this regard, the Contractor agrees to indemnify Company for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Company in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback paid by the Contractor as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Company.

---

ON THE BEHALF OF CONTRACTOR  
SIGNATURE & OFFICIAL SEAL

**THIS IS APPLICABLE FOR GOODS AND SERVICES WORTH RS 10 MILLION OR MORE**

**INTEGRITY PACT**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKER IN CONTRACTS WORTH RS.10.00 MILLION OR MORE**

Contract / Purchase Order Number: \_\_\_\_\_ Dated: \_\_\_\_\_

Contract / Purchase Order value: \_\_\_\_\_

Contract / Purchase Order Title: \_\_\_\_\_

Name of supplier hereby declared that has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, Name of supplier represents and warrants that I has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent associate broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kick back, whether described consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form GoP, except that which has been expressly declared pursuant hereto.

Name of supplier certifies that it has made and will make full disclosure of all agreements and arrangement with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

Name of supplier accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, shall without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any right and remedies exercised GoP in this regard, Name of supplier agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission-gratification, bribe, finder's fee or kickback given by Name of supplier as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

[Buyer]

[Seller/supplier]

**Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts**

**(To be attached with Technical Bid)**

1. **Name**
2. **Father's Name/Spouse's Name**
3. **CNIC/NICOP/Passport No.**
4. **Nationality**
5. **Residential address**
6. **Email address**
7. **Date on which shareholding, control or interest acquired in the business.**
8. **In case of indirect shareholding, control or interest being exercised through intermediary companies, entries or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided:**

1	2	3	4	5	6	7	8	9	10
Name	Legal Form (Company/Limited Liability Partnership/ Association of Persons/ Single Member Company/Partnership Firm/Trust/Any other individual, body corporate (to be specified))	Date of incorporation/ registration	Name of registering authority	Business Address	Country	Email address	Percentage of shareholding, control or interest of BO in the legal person or legal arrangement	Percentage of shareholding, control or interest of legal person or legal arrangement in the company	Identify of natural person who ultimately owns or controls the legal person or arrangement

9. **Information about the Board of Directors (details shall be provided regarding number of shares in the capital of the company as set opposite respective names).**

1	2	3	4	5	6	7	8
Name and surname (In Block Letters)	CNIC No. (In case of foreigner, Passport No.)	Father's/ Husband's Name in full	Current Nationality	Any other Nationality (ies)	Occupation	Residential Address in full or the registered/ principal office address for a subscribers other than natural person	Number of shares taken by cash subscriber(in figures and words)
Total Number of Shares taken(in figures and words)							

10. **Any other information incidental to or relevant to Beneficial Owner(s).**

**Name and signature**

**(Person authorized to issue notice on behalf of the company)**

**DRAFT CONTRACT**

**CONTRACT NO. PROC-SERVICES/CASE NO. .... /  
NAME OF SERVICES**

THIS **Contract for hiring of (Name of Services) ("Contract")** is made at Islamabad as of this----- day of -----/year of execution, by and between

**Oil & Gas Development Company Limited** , a corporate body, having its registered office at OGDCL House, Jinnah Avenue, Sector F-6, Islamabad (hereinafter referred to as the "Company" which expression shall include its successors and assigns) and

**M/s (Name of Contractor or Consultant as the case may be)** having its registered office at address..... (Hereinafter referred to as the "Contractor / Consultant" which expression shall include its successors and assigns)

Contractor/ Consultant and Company may hereinafter be collectively referred to as the "Parties" and each individually as a "Party".

**WHEREAS**, The Company is desirous of hiring timely, efficient and reliable (Name of Services) .....services for a period of (period).

**AND WHEREAS**, the Company invited bids for providing (Name of Services)..... through Tender Enquiry No. PROC-Services/Case No..... and the Contractor / Consultant through its Bid Proposal No..... dated ..... warrants and represents for providing efficient and reliable (Name of Services) .....

**WHEREAS**, the Contractor / Consultant is engaged in the business of rendering the desired services to various E & P companies and it hereby expresses its ability and willingness to provide the desired services along with necessary equipment, type of Contract.

**NOW THEREFORE**, in consideration of the promises and mutual undertaking and covenants hereinafter set forth, the Parties hereby agree as follows:

**SECTION 1. SCOPE OF WORK**

Description of Scope of Work (As described in RFP)

**SECTION 2. TERM:**

The initial term of this Contract shall be-----months/years etc. from the date of signing of contract (or otherwise mentioned in RFP) unless earlier terminated under the provisions hereof. Any extension in the term of Contract will be subject to mutual consent of both the parties.

**SECTION 3. CONTRACT DOCUMENTS:**

The following documents shall be deemed to form and be read and construed as integral part of this Contract:

- (a) This Contract.
- (b) Company's LOI.
- (c) Company's Tender documents
- (d) Contractor's Technical & Financial bid and all correspondence/clarification made thereafter.

Any inconsistency between the above documents of this Contract shall be resolved by giving precedence in the order in which they are listed above.

#### **SECTION 4. PRICING TERMS:**

- 4.1 The Services under this Contract shall be rendered at an estimated/fixed Cost (as the case may be) amounting to USD/Pak Rupee----- (as the case may be) inclusive of all applicable duties, levies and taxes etc. except Provincial Sales Tax/ICT on services in Pakistan. PST/ICT where applicable will be borne and paid by the Company at actual.
- 4.2 All prices charged under this Contract shall remain firm and final during the validity period of this Contract.

#### **SECTION 4A. PAYMENT TERMS**

- i. Payment to all Pakistan based companies will be made through cross cheque in 100% Pak Rupees, at actual, against verified invoices at official exchange rate prevalent on the date of payment.
- ii. To Foreign based Companies, the payment will be made in currency of the contract, at actual against verified invoices through Irrevocable Letter of Credit (LC).
- iii. The Company shall use its best efforts to make payment to all Pakistan based companies as early as possible against duly verified invoices. However, any payment made after thirty (30) days shall not in any way attract any markup, interest, surcharge or charges, etc.
- iv. To avoid delay in payment, it is essential that the invoices shall:
- (a) be duly signed and stamped by authorized person and type-written in English.
  - (b) Complete Contract number must be clearly mentioned on invoice.
  - (c) Invoice must contain sufficient description of services as mentioned in the contract.
  - (d) Clearly mention the location of the Company where Services have been provided.
  - (e) Clearly mention period of Services, duly verified by authorized official of OGDCL end user.
  - (f) Contain any other information deemed essential either by the Contractor or by the Company.
  - (g) Invoices must be submitted to Manager Accounts on the following address for onward verification by Manager of end user Department of OGDCL:-

#### **Manager (Accounts)**

OGDCL House, Plot No. 3 (New No 3013)  
F-6/G-6, Jinnah Avenue, Islamabad (Pakistan)

#### **SECTION 5. TAXES AND DUTIES:**

- 5.1 The contract price includes all taxes (except Provincial Sales Tax/ Islamabad Capital Tax on services in Pakistan), duties, fees, levies and any other relevant charges payable/ applicable on the last date of submission of main/supplementary financial bid inside and outside Pakistan, except if OGDCL imports material in its own name it will bear duties/ import taxes/ port charges. The Contractor will be

responsible for all the direct taxes (present or future) with respect to income/ payments of total contract amount, under the scope of the contract.

- 5.2 Indirect taxes (Provincial Sales Tax/ Islamabad Capital Territory Sales Tax on services) in Pakistan will be paid by OGDCL at actual where applicable. The contract price will be adjusted for any subsequent changes in the rates of indirect taxes as made applicable thereafter by the relevant authorities in Pakistan.
- 5.3 Any direct taxes, duties, fees, levies and other relevant charges, present or future, assessed or payable inside or outside Pakistan by the Contractor and its sub-contractor and /or by the expatriate personnel deputed by the Contractor and its sub-contractor in connection with its performance under the Contract shall be the sole and exclusive responsibility of the Contractor.
- 5.4 The Contractor shall be responsible and pay all taxes on its income outside and in particular on its income in Pakistan under the Contract and under the laws of Pakistan.
- 5.5 The Company shall have the right, as provided under the laws of Pakistan to meet its obligations and in particular to deduct from the payment due to the Contractor (against entire contract value including supplies and / or services components etc as applicable) , income tax at source at the rates prevailing from time to time, from the invoiced amounts, or such reduced rates fixed by the taxation authorities in Pakistan for the Contractor on production of current and valid documentary evidence by the Contractor from competent tax authorities in Pakistan and pay such amount to appropriate authorities.
- 5.6 The Contractor shall also be responsible for any income taxes levied on the Contractor's and its sub-contractor's expatriate personnel, under the laws of Pakistan and for all social security issuances and other contributions for the Contractor's expatriate personnel regardless of whether such contributions are levied on employer or employee or both in Pakistan or outside Pakistan.
- 5.7 The Contractor shall keep the Company duly informed about the steps taken by the Contractor in order to meet its obligations under the Contract and provide the necessary documents to the Company in this connection.
- 5.8 The Contractor shall indemnify the Company against any claim which might occur due to non-compliance by Contractor of any legal obligation regarding the taxes, duties, fees, levies, or other charges, including taxes on income in Pakistan and any other payments to the relevant Government or Governmental agencies or any other applicable authority.
- 5.9 Understanding reflected under the above tax clause would prevail in case of any understanding to the contrary that may be reflected with respect to tax matters, in any other clause of the contract.

#### **SECTION 6. ADJUSTMENT OF CONTRACT PRICE:**

The Contract value (price) shall 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 the Company.

## **SECTION 7. CONTRACTOR'S OBLIGATIONS:**

- 7.1 The Contractor warrants and represents that all Services along with necessary equipment provided under this Contract shall be in accordance with good industry practice and the Contractor shall use every reasonable means for efficient and timely performance and provision of the Services.
- 7.2 The equipment, tools and materials utilized by the Contractor in performance of this Contract shall be handled and utilized with due care and diligence and proper record of consumables etc shall be maintained and made available to the Company upon request.
- 7.3 The Contractor shall secure and maintain during the performance of this Contract, all licenses, permits, authorization and certification required under the laws of Pakistan and applicable to Contractor. Company has the right to inspect such licenses, permits, authorization and certificates and the Contractor shall forthwith comply with such request.
- 7.4 Contractor shall employ and depute for the execution of Services, persons who are careful, skilled and experienced in their profession. The Company' shall have the right to ask the Contractor to replace any person employed by the Contractor for execution of Services who, in the sole opinion of Company, misbehaves, is incompetent or negligent in the performance of his duties or fails to conform with any particular provisions with regard to safety which may be set out in the Contract, or any conduct which is prejudicial to safety or health, and such person shall not be employed again for the Services without the permission of the Company.
- 7.5 Contractor and its personnel shall, when using Company's premises, adopt and observe all safety, security, fire and health measures and comply with all reasonable directions relating to health and safety rules and emergency evacuation plans as notified or as directed by the Company.

## **SECTION 8. DECLARATION:**

- 8.1 The Contractor hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Company through any corrupt business practices.
- 8.2 Without limiting the generality of the foregoing, the Contractor represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, Contractor, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from the Company, except that which has been expressly declared pursuant hereto.
- 8.3 The Contractor certifies that it has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with the Company and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.
- 8.4 The Contractor accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It

agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to the Company under any law, Contract or other instrument, be voidable at the option of the Company.

- 8.5 Notwithstanding any rights and remedies exercised by Company in this regard, the Contractor agrees to indemnify Company for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Company in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback paid by the Contractor as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Company.

#### **SECTION 9. PERFORMANCE BOND/SECURITY DEPOSIT:**

The Contractor shall provide to the Company, within fifteen (15) days after issuance of award of contract/Letter of Award (LOA), a Performance Guarantee in the form of an irrevocable, independent, unconditional, direct obligation of the bank and on first and simple demand guarantee issued by Scheduled Bank of Pakistan or a foreign bank operating/having branch in Pakistan with "AA" rating in Pak Rupees / US\$ strictly in accordance with the format of Performance Bank Guarantee given in tender document to cover and secure the Contractor's faithful performance and execution of this Contract.

Performance security through online transfer, pay order / demand draft / cash deposit receipt (CDR) issued by scheduled bank of Pakistan or a foreign bank operating / having branch in Pakistan shall also be accepted irrespective of rating. Insurance guarantee or Swift Message submitted as performance guarantee shall not be accepted.

The charges and expenses payable in connection with the issuance, extension, renewal and maintenance of the Performance Bond shall be solely borne and paid by the Contractor. The Performance Bond shall be valid and shall be maintained in full force for six (06) months beyond the validity of the Contract. The Company has sole and absolute right to encash the Performance Bond without any prior notice to the Contractor in the event of any breach, failure, non-compliance or delay in the performance of the Contract, partial or whole.

In-case the bidder fails to fulfil agreed Tender / Contract Terms and Conditions, the bidder shall be liable to pay liquidated damages as per terms and mechanism agreed in the contract. Where any loss or damage suffered by OGDCL due to any act of the bidder is more than the liquidity damages, the company will be entitled/ recover the losses through encashment of Bank; Guarantee(s) /Bid Securities/earnest Money or forfeiture of security furnished by the bidder in other procurement cases.

#### **SECTION 10. LIABILITIES:**

- 10.1 Each party shall defend, indemnify and hold the other party harmless from and against any claim INCLUDING THIRD (3rd) PARTIES arising out of (i) loss or damage to its own property, and / or (ii) death of or injury to its own personnel.
- 10.2 Each party shall be liable for, and shall defend, indemnify and hold the other Party and its members/affiliates, co-ventures (if any), contractors or subcontractors, and it's and their respective employees, directors, officers, agents and invitees harmless from and against. all claims, demands, causes of action, judgments, awards, damages, losses, costs, expenses, expenses and liabilities of any kind and character arising out of third party property damage (including death) caused by the indemnifying Party's negligence during the performance of the Contract.

10.3 Notwithstanding any other provision of this Contract, Company shall defend, indemnify and hold harmless the Contractor from and against all liabilities, claims, damages, losses and costs relating to or resulting from (a) through (e) below, including any and all personal injury, death and loss of or damage to the drilling rig, vessel or platform and all other property arising there from (except if caused by Contractor's Gross Negligence or willful misconduct):

(a) damage to or loss of or impairment to any well (including the casing) or well bore;

(b) killing of or the bringing under control of any well:

(c) damage to or loss of any reservoir or productive formation, or subsurface minerals or structure or the loss of oil or gas therefore in;

(d) blowout, fire, explosion, catering , or any uncontrolled well condition;

(e) pollution, as well as containing, controlling and cleaning up any pollution, contamination or debris.

Gross Negligence or Willful Misconduct means any act or failure to act (whether sole, joint or concurrent) by a person that was intended to cause or was in reckless disregard of, or wanton indifference to, the harmful consequences to the safety or property of another person which the person acting or failing to act knew, or should have known, would result from such act of omission, provided that Gross Negligence or Willful Misconduct does not include any act or failure to act insofar as it: (i) constituted mere ordinary omission or oversight; or (ii) was done or omitted in accordance with the express instructions or approval of all parties."

The liability clause will be applicable to both parties i.e. OGDCL and the contractor and therefore its ambit and scope will be interpreted accordingly.

Notwithstanding any provision of any contract documents to the contrary, the aggregate total liability of contractor, its affiliates and its and their subcontractor's personnel, arising out of or in any other way connected with the performance, non-performance or mis-performance of the contract (including without limitation, any such liability to company, its co venture's and its and their affiliates and its and their subcontractor's personnel and any such liability to any third parties) shall be limited to an amount equal to the Total Contract value and company shall hold contractor its affiliates and its and their sub-contractors and personnel harmless from and indemnified against any such liability in excess of that aggregate sum".

#### **SECTION 11. INDEMNITIES:**

11.1 Neither Party shall be liable to the other for any punitive, indirect or consequential damages sustained by the other including without limitation business interruptions, loss of profits, loss of use of assets, loss of data and loss of contracts, and each Party shall hold the other Party harmless in respect thereof.

11.2 The Contractor shall indemnify the Company against all motions, proceedings, claims, liens and demands whatsoever which may be made against the Company by the third parties for or in respect of or out of any failure by the Contractor in performance of its obligation or wrongful performance under this Contract or any act or omission in connection therewith. Should Company have to pay any moneys in respect of any such claims or demands, the amounts to be paid and the costs incurred by the Company connection therewith, shall be charged in to and paid by the Contractor in full.

## **SECTION 12. LIQUIDATED DAMAGES:**

- 12.1 If the contractor fails to deliver any or all of the goods/services within the time periods(s) specified in the Contract, the purchaser shall, without prejudice to other remedies under the Contract, deduct from the Contract Price/Bank Guarantee as liquidated damages, a sum not more than 0.5% of the contract price per week or part thereof for first four weeks, 1.00% per week for next four weeks and 1.5% per week exceeding four weeks up to maximum extent of 10% of the contract value.
- 12.2 In case the purchaser is satisfied that the delayed/defective services/shipment was due to some mistake or circumstances beyond the control of the contractor and the contractor has not intentionally or negligently contributed in the delay, the purchaser may impose Liquidated Damages for not more than a sum equivalent to 0.5% of the delayed or defective shipment per week or part thereof for first two weeks, 1.00 per week for next three weeks and 1.5% per week exceeding five weeks but not exceeding 10% of the contract value of the delayed/defective shipment provided that the Contractor takes immediate remedial measures for the replacement of defective shipment and takes prompt steps to mitigate the delayed. The Purchaser may however, impose Liquidated Damages as per clause 12.1 above if the delayed or defective shipment/ services has affected the project completion schedule or has resulted in Production losses.
- 12.3 Even after imposition of LDs, if the supplier fails to materialize the delivery (material and or services); the Purchaser reserves the right to cancel Purchase Order/Contract/LC and forfeit the Guarantee (if applicable) after intimating the supplier for such cancellation/forfeiture.

## **SECTION 13. PATENT RIGHTS:**

The Contractor shall protect, indemnify and hold the Company harmless from and against all claims, proceedings, demands, damages, costs, charges and expenses whatsoever for or on account of infringement of any patent rights, design, trade-mark, industrial design or name or other protected rights in respect of any design, method, machine work, material etc. used for or in connection with the Services.

## **SECTION 14. DIRECTIONS:**

The Contractor and its personnel must, when using Company's premises, adopt and observe all safety, security, fire and health measures and comply with all reasonable directions relating to health and safety rules and emergency evacuation plans as notified or as directed by the Company or its representative.

## **SECTION 15. CONFIDENTIALITY:**

- 15.1 Any data provided by the Company or which the Contractor or its employees have access to, or which they acquire directly or indirectly under this Contract or during the performance of this Contract, shall be deemed Confidential Information. Duplication or disclosure of such Confidential Information by Contractor or any one claiming through it without the prior written consent of the Company is strictly prohibited. All Confidential Information shall be the sole property of the Company. The Contractor hereby agrees not to disclose said data, information, any interpretations thereof, or data derivative there from or any information relating to Company's facilities, installations and operations etc to unauthorized parties or person. This Section also applies to any sub-consultant, assignee or consultants used by the Contractor. The obligations under these provisions shall survive the termination or expiry of this Contract.

- 15.2 Neither the Contractor nor any of its employees shall, except with the prior written consent of the Company, take ground or aerial photographs of the site, rig, installation or existing facilities of the Company.
- 15.3 The Contractor further undertakes that it shall not, except with the prior written consent of the Company:
- i) make any reference publicly, whether to the press or in books, brochures, internal publications, publicity material, magazines and periodicals or by advertisement through radio, television or films or by any other medium relating to:
    - a) the Contract or its terms and conditions,
    - b) the nature or extent of Services carried out by the Contractor,
    - c) the method, materials, or equipment used and personnel employed, or
    - d) any other Company information in the possession of the Contractor.
  - ii) disclose or convey any of the matters or information referred to in (i) above to any employees of the Contractor not directly concerned with the Contract.

#### **SECTION 16. DEFAULT:**

- 16.1 If the Contractor is unable or unwilling to perform its Services in accordance with terms of the Contract, the Company may obtain conforming Services from other sources, in which case, the Contractor shall be liable to pay the Company for the increased cost, if any, incurred by the Company for procuring such Services from other sources.
- 16.2 The Contractor shall also be in default under the Contract if the Contractor:-
- (a) Fails to fully and timely perform any of its contractual obligations under this Contract.
  - (b) becomes insolvent or seeks relief under the bankruptcy laws.

#### **SECTION 17. ARBITRATION:**

- 17.1 If any technical question, difference or dispute arises under this Contract, the Parties shall use their best efforts to promptly resolve such dispute, controversy or disagreement. However, if the dispute continues, either Party may give written notice to the other for appointment of an expert to resolve the dispute. The expert shall be preferably a Pakistani national and shall have at least ten years of experience in the relevant technical field.
- 17.2 If any question, difference or dispute arises regarding the rights, obligations or performance by the Parties under this Contract, the Parties shall use their best efforts to promptly resolve such dispute, controversy or disagreement. This includes without limitation the question of whether one or the other is in default and what action if any shall be taken to remedy such default. If the Parties are unable to resolve such question, difference, dispute and controversy, the matter may be referred to arbitration. Either Party may notify the other in writing specifying the nature of the dispute and designate one arbitrator to whom such dispute shall be referred requesting that the other party give notice in writing within fifteen (15) days after receipt of the notice of designation of the second arbitrator. The two arbitrators shall within fifteen (15) days after the receipt of notice of the second arbitrator, appoint an umpire whose decision with respect to the dispute shall govern in the event that the arbitrators shall fail to agree. In the event that second arbitrator is not designated within the time specified, the first arbitrator shall have full and complete power to determine the dispute.

- 17.3 Arbitration shall be precedent in any action of law and that the provisions of the Arbitration Act, 1940 and rules framed thereunder shall apply. The venue of the arbitration shall be in Islamabad, Pakistan.
- 17.4 The expenses of arbitration shall be charged equally to the Parties unless the award of the arbitrator(s) or the umpire, as the case may be, otherwise provide.

#### **SECTION 18. TERMINATION:**

- 18.1 In the event of default by the Contractor, the Company shall have the right to terminate the Contract for cause, by giving written notice effective ten (10) days after the date of such notice, unless otherwise specified therein. If the Contractor cures such default within the ten (10) days period, or provides evidence to satisfy the Company that such default does not exist. In addition to any other remedy available under law or in equity, the Company shall be entitled to recover all actual damages, costs and losses incurred by the Company as a result of default by the Contractor.
- 18.2 The Company shall have the right to terminate the Contract, in whole or in part, without any cause at any time upon thirty (30) days' prior written notice. Upon receipt of such notice of termination, the Contractor shall promptly cease all further Services under the Contract with such exceptions, if any, specified in the notice of termination. The Company shall pay the Contractor for all Services performed and obligations incurred prior to the date of termination in accordance with the terms of the Contract.

#### **SECTION 19. FORCE MAJEURE:**

- 19.1 "Force Majeure" shall mean an unforeseeable event that impairs the ability of the Party affected by it to wholly or partially perform its obligations under this Contract. In the event of either party hereto being rendered unable, wholly or in part, by Force Majeure circumstances to carry out its obligations under this Contract, then such party by giving notice with satisfactory evidence of such Force Majeure circumstance(s) relied upon, the obligations of the party giving such notice so far as they are affected by such Force Majeure shall be suspended for the period during which the party, is rendered unable as aforesaid, but for no longer period. However, such notice must be given within fourteen (14) days of occurrence of Force Majeure event. The terms Force Majeure as employed herein, shall include but not be limited to acts of God or war, war whether declared or undeclared; acts of terrorism or sabotage, or public enemy; riots and insurrection; civil commotion; revolution; embargo, blockade, invasion or act of foreign enemies; epidemic; landslide, lightening, earthquake, loss of well, reservoir failure, change of law or policy; or any other cause beyond the control of the affected Party which materially and adversely affects the performance by such Party of its obligations under or pursuant to this Contract, other than to make payments due hereunder, acts of enemies, civil insurrection, fires, floods, earthquakes or other physical disasters, order or request of Government, blockade or embargo. It is however, clarified that strikes, lockouts, shortage or non-availability of raw materials, rains disturbances, other labour disputes or non availability of transport shall not be included in the term "Force Majeure". During the established period of Force Majeure as contained hereinabove, the Contractor shall not be entitled to payment for Services and the Company shall not impose penalty.
- 19.2 In case the Force Majeure contingencies last continuously for more than one month, both parties will agree on the necessary arrangement for the further implementation of the contract. In case further implementation is unforeseeable

and impossible, both parties shall arrange for the termination of the Contract, but without prejudice to their right and obligations prior to such termination it being understood that each party shall fulfill its contractual obligations so far as they have fallen due before the operation of Force Majeure.

## **SECTION 20. LICENSE, PERMITS, AUTHORIZATION AND CERTIFICATION:**

The Contractor / Consultant hereby warrants and undertakes that all kinds of licenses, permits, authorizations and certifications required under the laws of Pakistan and applicable to the Contractor / Consultant are intact, valid and possessed by the Contractor / Consultant and shall be maintained during the performance of this Contract. The Company has the right to inspect, or demand for such licenses, permits, authorization and certificates and the Contractor/ Consultant shall forthwith comply with such inspection on demand.

## **SECTION 21. PHOTOGRAPHY AND ADVERTISING:**

- 21.1 The Contractor undertakes that neither the Contractor nor any of its employees shall, except with the prior written consent of the Company shall take, any ground or aerial photographs of the site, rig, installation or existing facilities at or around the work site.
- 21.2 The Contractor further undertakes that neither the Contractor nor any of the Contractor's personnel shall, except with the prior written consent of the Company:
- i. make any reference publicly, whether to the press or in books, brochures, internal publications, publicity material, magazines and periodicals or by advertisement through radio, television or films or by any other medium relating to:
    - the Contract or its terms and conditions,
    - the type or extent of the works, services, jobs required to be carried out by the Contractor,
    - the method, materials, or equipment used and personnel employed,
    - any information in the possession of the Contractor as to the operations of the Company.
  - ii. Disclose or convey any of the matters or information referred to in (a) above to any employees of the Contractor not directly concerned with the Contract.

## **SECTION 22. SECURITY:**

- 22.1 If otherwise mentioned in TOR, Company shall provide appropriate site security including, as from time to time may be necessary, security personnel and security services at the work site or during transportation of personnel and equipment to and from the work site.
- 22.2 If otherwise mentioned in TOR, it is the express intent of the Parties that any delay in the performance of Services or provision of equipment, or part thereof related directly or indirectly to security issues shall under no circumstances be deemed a breach of Contractor's obligation under the Contract.

## **SECTION 23. INSURANCE DEMURRAGE:**

- 23.1 The Contractor shall within seven (07) days of the date hereof take out and shall maintain until maturity of the Contract, standard insurance policies, which shall include Contractor's waiver of subrogation as follows:

- (a) Worker's compensation insurance covering all employees, engaged directly or indirectly in the performance of the Services in accordance with the applicable statutory requirements of the state or nation having jurisdiction over such employees.
  - (b) All risk insurance cover for the Services and Equipment including without limitation Equipment and machinery and other materials, if any supplied hereunder by the Contractor.
  - (c) The foregoing insurance shall be maintained with insurers that are satisfactory to the Company, and the terms of coverage for the foregoing insurance shall also be satisfactory to the Company and shall be evidenced by certificate to be furnished to Company. Such certificates shall provide that ten (10) days written notice shall be given to Company prior to cancellation of any policy. In the event the Contractor fails to effect or keep in force the insurances then the Company without prejudice to any other rights, shall effect and keep in force such insurance's at the Contractor's cost and risk.
  - (d) It shall be the duty of the Contractor to notify the insurers of any insurance referred to above or of any matter or event, which by the terms of such insurance are required to be so notified.
- 23.2 The Contractor shall indemnify the Company against all suits, proceedings, claims, liens and demands whatsoever which may be made against the Company by the third parties for or in respect of out of any failure by the Contractor in performance of its obligation or wrongful performance under this Contract or any act or omission in connection therewith. Should Company have to pay any moneys in respect of any such claims or demands, the amounts to be paid and the costs incurred by the Company in connection therewith, shall be charged to and paid by the Contractor in full.

#### **SECTION 24. EMPLOYMENT OF PAKISTANI NATIONALS**

The Contractor shall employ qualified Pakistani nationals for its Services, if available. If necessary, Contractor may employ expatriate professionals only after making all out efforts to employ Pakistani nationals. The Contractor shall make reasonable efforts to train Pakistani nationals in order to gradually replace its expatriate staff. Unskilled workers if needed for the Services shall be hired from the area where the Services are being performed.

#### **SECTION 25. ASSIGNMENT:**

The Contractor shall not sub-contractor or assign either whole or part of its obligations under this Contract without the prior written consent of the Company and such consent if given shall not relieve the Contractor from any liability or obligation under this Contract. The Contractor shall be responsible for the acts, defaults and negligence of any sub-Contractor, its personnel or agents as fully as it they were the acts, defaults or negligence of the Contractor, or its personnel.

#### **SECTION 26. ENTIRE CONTRACT:**

The documents mentioned in Section-3 of this Contract constitute the entire understanding between the Company and the Contractor on the subject matter and supersede all prior discussions, communications and agreements regarding the subject matter, whether written or oral.

**SECTION 27. AMENDMENTS:**

No variation in or modification of the terms of this Contract shall be made except by written amendment signed by the duly authorized representative of the Company and the Contractor.

**SECTION 28. GOVERNING LAW:**

This Contract shall be construed, interpreted and governed by the laws of the Islamic Republic of Pakistan.

**SECTION 29. ERADICATION OF CORRUPTION:**

All vendors, Suppliers, Contractors, Consultants and alike are encouraged to inform the Managing Director and Heads of Departments in case where any Company’s employee asks for any type of favour whether monetary or in kind. You can contact the M.D. and Heads of Departments on the following addresses, phone numbers, faxes or e-mail:

- i MD & CEO  
Oil & Gas Development Company Limited  
OGDCL House, Blue Area, Islamabad.  
Tel No. 051-9209701  
Fax No. 051-9209708  
E-mail: md@ogdcl.com
  
- ii GM (SCM)  
Tel No. 051-920023540  
Fax No. 051-9209859

**SECTION 30. NOTICES:**

Any notice, request demand, statement, call, question, intimation, reference, or other Communication required for execution of this Contract shall be made in writing and shall be directed by courier service or facsimile to the address of the Parties as follows:

**To the Company:** Manager (\_\_\_\_\_)
Oil & Gas Development Company limited
OGDCL House, Jinnah Avenue, Plot No. 3 (New No 3013) F-6 Jinnah Avenue Blue Area, Islamabad, Pakistan
Telephone: 0092 -51-92002\_\_\_\_\_

**To the Contractor:** Mr. \_\_\_\_\_
M/s \_\_\_\_\_
Address: \_\_\_\_\_
Telephone: \_\_\_\_\_
Email: \_\_\_\_\_

Notices shall be deemed served when received by the addressee.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Contract as of the date first above written.

<b>COMPANY</b>	<b>CONTRACTOR</b>
Signature_____	Signature_____
Name_____	Name_____
Position_____	Position _____
Witness_____	Witness_____
Witness_____	Witness_____

### **ESG/HSE Standards Commitments**

<b>S. NO</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
Q1	Are there any human rights policies in place in your company?		
Q2	Are there any health, safety and environmental policies in place in your company?		
Q3	Are there any labor policies in place in your company covering the following aspects:-		
A.	Elimination of forced and compulsory labor		
B.	Elimination of child labor		
C.	Elimination of discrimination in employment		
Q4	Does your company have any anti-corruption policy?		
Q5	Does your company have any CSR policies?		

Signature: \_\_\_\_\_

Name, Designation: \_\_\_\_\_

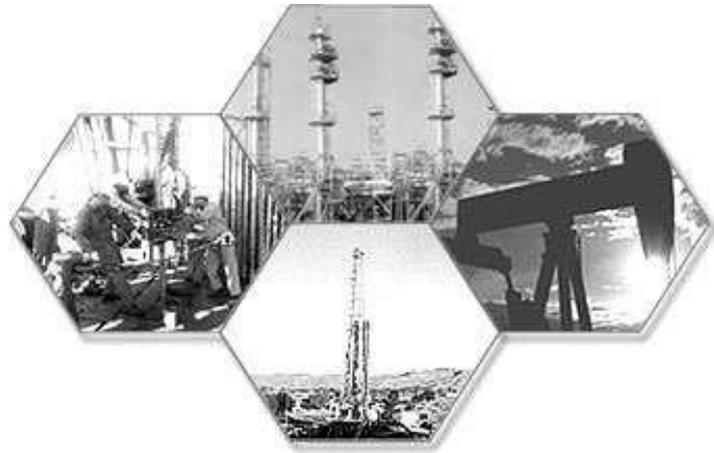
**Date:** \_\_\_\_\_



**OIL & GAS DEVELOPMENT COMPANY LIMITED  
ISLAMABAD**

**SCADA SYSTEMS  
OPERATION & MAINTENANCE  
DEPARTMENT**

**Tender Document**  
(Single Stage Single Envelope Basis)



**PART-A**

**INVITATIONFORBIDS**

**OIL & GAS DEVELOPMENT COMPANY  
LIMITEDSUPPLY CHAIN MANAGEMENT  
DEPARTMENT (FOREIGN WING)**

**SUBJECT: INVITATIONFORBID**

Oil & Gas Development company Limited (OGDCL), herein after referred to as "The Purchaser ",invites online bids through SAP-Ariba Discovery under Competitive Bidding (CB) procedure fromeligiblebiddersfromthecountriesmaintainingbilateraltraderelationswithPakistanf or the items as listed in the Request for Proposal (RFP).**The prices may be quoted on CFR/CPT Karachi/ Islamabad basis as required in the RFP.**

**1. PROSPECTIVEBIDDERSSHOULD PARTICULARLYNOTETHAT:**

- 1.1 Bids will be accepted only if the materials and supplies being offered are produced and manufactured in the country(s) maintaining bilateral relations with Pakistan.
- 1.2 Each bid valid for minimum 120 days or as specified in the RFP from the date of opening of the bids.
- 1.3 Sealed envelope containing original bid bond for an amount mentioned in the RFP must be delivered at OGDCL Reception on or before date & time mentioned in Tender Notice marked as follows:  
  
A/ GENERAL MANAGER (SCM)  
**SUPPLY CHAIN MANAGEMENT DEPARTMENT**  
**OIL & GAS DEVELOPMENT COMPANY LIMITED**  
**OGDCL HOUSE JINNAH AVENUE,**  
**ISLAMABAD (PAKISTAN)**  
  
Bid Bond for (RPF Number)  
Bid Opening Date & Time (\_\_\_\_\_)
- 1.4 If the envelopes are not marked as instructed above, the purchaser will assume no responsibility for the misplacement or premature opening of the bid.
- 1.5 Bid Bond through fax/swift message/email shall not be acceptable.
- 1.6 On acceptance of the bid, the successful bidder shall within 15 days of the receipt of notification of award from the Purchaser /Letter of Intent (LOI), furnish a Performance Bond in original for an amount equivalent to 10 % of the value of Contract / Purchase Order as per OGDCL requirement. The Performance Bond Shall be submitted in line with the "Instruction to Bidders" (ITB).
- 1.7 Bidders to submit their Environmental Social Governance (ESG) / Health Safety Environment (HSE) commitment as a part of its technical bid, enabling OGDCL to comply with standards of environmental, social and governance practices across all aspects of business, including the value chain and aligning with the UN SDGs for sustainable and inclusive development.

2. The Purchaser does not take any responsibility for collecting the bid bond from any Agency /Courier Company etc. The bid bond received after closing time or date shall be returned to bidder unopened.

3. The Purchaser reserves the right to increase or decrease the quantities and accept or reject any or all bids. OGDCL shall upon request communicate to bidder(s), the grounds for its rejection of all bids or proposals, but is not required to justify those grounds.
4. The Purchaser reserves the right to have the items inspected by its own representatives or through third party.
5. It must be indicated in the offer that the quotation fully conforms to Technical Specifications and Terms & Conditions of the Tender Document.
6. The bid shall be evaluated in accordance with the evaluation criteria as indicated in the RFP. Bidders are advised to quote competitive prices enabling OGDCL to decide the purchase.

7. **TIME AND PLACE FOR SUBMISSION OF BIDS**

Bids must be submitted online through SAP-Ariba Portal on or before date and time **mentioned in the tender notice.**

8. **OPENING OF BIDS**

8.1 Bids will be opened online through SAP-Ariba Portal on the date and time mentioned in the tender notice. Bidder's authorized representative may attend the tender opening on the following address:

**Oil & Gas Development Company Limited (OGDCL)**  
Supply Chain Management Department  
OGDCL House, Plot No. 3 (New No. 3013) F-6/G-6,  
Jinnah Avenue, Islamabad (Pakistan)  
Phone No. 0092-51-920023652

8.2 The Bidder's name, bid prices, modification and bid withdrawal, and the presence or absence of the requisite Bid Bond and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at opening.

9. **SINGLE STAGE SINGLE ENVELOPE BIDDINGS**

- 9.1 Bids against this tender are invited on Single Stage Single Envelope Bidding Procedure therefore; the bidders shall submit as per RFP.
- 9.2 All tender Annexures (unpriced) to be submitted with technical bid.

**A/ GENERAL MANAGER (SCM)**  
**OIL & GAS DEVELOPMENT COMPANY LIMITED**  
**PHONE: 0092-51-920023652**  
**Email: ejaz\_rizvi@ogdcl.com**

## **PART-B**

### **SECTION-I** **INSTRUCTION TO BIDDERS (ITB)**

#### **1. ELIGIBILITY REQUIREMENTS**

The bidders must meet the following eligibility requirements: -

- 1.1 The Bidder must be a national of a country maintaining bilateral relations with the Islamic Republic of Pakistan.
- 1.2 Material, equipment and services to be supplied / performed under the contract must be produced / supplied from a country maintaining bilateral trade relations with the Islamic Republic of Pakistan.

#### **2. COST OF BIDDING**

The bidder shall bear all costs associated with the preparation and submission of his bid and bid bond and the OGDCL, hereinafter referred to as "The Purchaser", will in no case be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.

#### **3. LANGUAGE OF BID**

The bid prepared by the bidder and all correspondence and documents relating to the bid, exchange by the bidder and the purchaser shall be written in English language. Any printed literature furnished by the bidder may be written in another language, provided that this literature is accompanied by an English translation, in which case, for purpose of interpretation of the bid, the English translation shall govern.

#### **4. CLARIFICATION OF BIDDING DOCUMENTS**

- 4.1 The Bidders are expected to carefully examine all instructions, forms, annexures and specifications etc. in the RFP. Any bidder in doubt as to the exact meaning or interpretation of any part of the RFP should immediately seek clarification preferably through SAP-Ariba Portal. The purchaser will respond in writing to any request for information or clarification of the RFP which is received not later than 10 days prior to deadline for submission of the bids prescribed by The Purchaser. The clarifications will be posted in RFP. Therefore, all bidders are requested to keep visiting RFP for updates. All clarifications shall be treated integral part of the RFP.

#### **4.2 CONTRADICTIONS, OBSCURITIES AND OMISSIONS**

The bidder should likewise notify The Purchaser of any contradictions, obscurities and omission 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 must reach the Purchaser through SAP-Ariba Discovery not later than 10 days prior to the deadline for submission of the bids.

**5. AMENDMENT OF BIDDING DOCUMENTS**

- 5.1 At any time prior to the deadline for submission of bids, a modification in the bidding documents in the form of an addendum may be issued in response to a clarification requested by a prospective Bidder or even whenever the purchaser considers it beneficial to issue such a clarification and/or amendment by posting such clarification/amendment in RFP.
- 5.2 In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bid, The Purchaser may, at its discretion, extend the deadline for submission of bid.

**6. PREPARATION OF BIDS**

The bid prepared by the Bidder shall be as per requirement of RFP.

**7. BID PRICE**

The bidder shall quote on the unit and total "CFR" prices of the goods/services he proposes to supply under the contract in the following manners:

- 7.1 The quoted prices should include boxing, packaging, documentation, inland freight, sea/air freight, dispatch of shipping documents through courier services and any other charges.
- 7.2 Custom duties, import and other taxes on "CFR/CPT" levied on port of discharge shall be paid by the purchaser and should not be included in the quoted prices.
- 7.3 The insurance on ocean/airfreight and transportation in Pakistan will be arranged and paid by The Purchaser.
- 7.4 Prices indicated/quoted by the bidder shall be firm and irrevocable during the bidder's performance of the contract.

**8. CURRENCIES OF BID**

- 8.1 For the goods which the bidder will supply from within The Purchaser's country, the prices shall be quoted in Pakistani Rupees.
- 8.2 For the goods which the bidder will supply from outside The Purchaser's country, the prices shall be quoted either in the currency of the bidder's home country or in US Dollar.
- 8.3 Chinese Firms/Bidders should quote prices in RENMINBI. If prices are quoted in any other currency the order shall be placed in equivalent RENMINBI. Bid prices will be converted to the Renminbi at the selling exchange rate officially prescribed by State Bank of Pakistan for similar transaction on the date of opening of bids specified in the tender notice.

**9. EVALUATION CRITERIA**

The bids shall be evaluated in accordance with the evaluation criteria given in RFP. Bidders are advised to quote competitive prices enabling OGDCL to decide the purchase

**10. BID VALIDITY**

- 10.1 The bid shall remain valid and open for acceptance for a period of 180 days (or as specified in the RFP) from the specified date of bid opening.
- 10.2 Under exceptional circumstances, the bidder may be requested in

writing for an extension in the period of validity. A bidder agreeing to such request will not be permitted to modify his bid and will be required to correspondingly extend the validity of his Bid Bond.

## **11. BIDBOND**

- 11.1 The bidder shall furnish, as an integral part of his bid, an upfront Bid Bond for an amount mentioned in the RFP in US Dollars or in currency of Bidder (convertible to Pak Rupees) or equivalent Pak Rupees with technical bid and must be valid one month beyond the bid validity period. Extension in Bid Bond (if required), must be submitted in original 15 days before the expiry date otherwise OGDCL may proceed for encashment.
- 11.2 The Bank Guarantee must be in accordance with the standard format as per Annexure-C issued by the Schedule Bank of Pakistan or a foreign bank operating / having branch in Pakistan with "AA" rating. Bid Security in shape of online transfer, Pay Order / Demand Draft / Cash Deposit Receipt (CDR) issued by Schedule Bank of Pakistan or foreign bank operating / having branch in Pakistan shall also be accepted irrespective of rating.
- 11.3 Online transfer of funds pertaining to bid bond can be made in following accounts:
- i. **For PKR Fund Transfers**  
**Bank Account No: PK65 HABB 0008 7400 1592 3103**  
HBL Corporate Branch, Jinnah Avenue, Blue Area, Islamabad
  - ii. **For Foreign Currency Transfers**  
**US Dollars Bank Account No: PK92 NBPA 2221 0030 1012 4258**  
NBP Corporate Branch, G-5, Islamabad.
- 11.4 The cost incurred for establishing the Bid Bond in the shape of Bank Guarantee or any extension/amendment thereof shall be on the bidder's account.
- 11.5 The Bank Guarantee must be in accordance with the standard format as per Annexure-C. The cost incurred for establishing the Bid Bond in the shape of Bank Guarantee or any extension/amendment thereof shall be on the bidder's account.
- 11.6 Any bid not accompanied by the necessary Bid Bond shall be rejected as non-responsive. The Bid Bonds of unsuccessful Bidders will be returned. The Bid Bond of the successful Bidder will be released after the receipt and acceptance of the required Performance Bond, its authentication from the issuing Bank and execution of the Contract.
- 11.7 The Bid Bond may be forfeited:
- 11.7.1 If a bidder withdraws its bid during the period of bid validity.
  - 11.7.2 If bidder submits forged/fake document(s).
  - 11.7.3 If successful bidder fails to furnish performance bond.
  - 11.7.4 If successful bidder fails to sign the Contract or accept the Purchase Order.
  - 11.7.5 Any other reason warranted confiscation of bid bond.
- 11.8 The Bidder/Supplier/Contractor/Agent must particularly note that in case of submission of forged document, withdrawal of bid during bid

validity, fails or refuses to sign purchase order/contract, non-acceptance or meet the purchase/service order's terms & conditions, non-execution of work, non-submission of relevant bank guarantee as per tender terms, non-supplies as per specifications, non-fulfillment of contractual obligations, under performance, non-compliance of contractual obligations vital for execution, repeated non-performance, indulged in corrupt and fraudulent practices, tax evasion, criminal misappropriation by a court of competent authority or any other reason , Bidder/Supplier/Contractor/Agent will be liable to severe punitive action by the Purchaser/OGDCL leading to Blacklisting/Debarment in addition to any other legal action that shall be initiated. The procedure of Blacklisting/Debarment is uploaded on OGDCL's website at following link: <http://ogdcl.com/uploads/tender/BlackListingProcedure.pdf> which is an integral part of this Tender Document.

- 11.9 The Purchaser reserves the right to check authenticity of Bid Bond from the concerned Bank.

#### **14 SIGNING OF BID DOCUMENTS**

- 14.1 The documents shall be signed by the bidder mentioning name and designation of the person signing the bid or a person(s) duly authorized to bind the bidder to the Contract. Proof of the authorization shall be furnished in the form of a written Power of Attorney which shall accompany the bid.

#### **15 DEADLINE FOR SUBMISSION OF BIDS**

- 15.1 As mentioned in the tender notice.
- 15.2 In case due date of bids opening falls on holiday, the bids will be opened on next working day.
- 15.3 The Purchaser may, at its discretion, extend the deadline for the submission of bid, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **16 LATE SUBMISSION OF BID BOND**

Any bid bond received by the Purchaser after the prescribed deadline for submission of bid bond shall be rejected and returned un-opened to the Bidder.

#### **18. MODIFICATION AND WITHDRAWAL OF BIDS**

- 18.1 The Bidder may modify or withdraw his bid after submission prior to the prescribed deadline for submission of bids.
- 18.2 No bid shall be modified subsequent to the deadline for submission of bids.
- 18.3 No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this interval may result in forfeiture of the Bidder's Bid Bond.

#### **19. PRELIMINARY EXAMINATION AND CORRECTION OF ERRORS:**

- 19.1 The purchaser will examine the bids to determine whether they are complete whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, whether the bids are generally in order.

- 19.2 Arithmetical errors will be rectified on the following basis:
1. 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.
  2. If there is a discrepancy between words and figures, the amount in words shall prevail.
- 19.3 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the Bidding Documents.

## **20. DETERMINATION OF RESPONSIVENESS**

- 20.1 After opening the bids, the Purchaser will determine whether each bid is substantially responsive to the requirements of Bidding Documents.
- 20.2 For the purpose of this clause, 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 to scope, quality or prescribed delivery schedule or which limits in any substantial way, the Purchaser's right or the Bidders' obligation under the contract.
- 20.3 A bid determined to be non-responsive will be rejected by the Purchaser and shall not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 20.4 The purchaser may waive minor deviation non-conformity 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(s).

## **21. CLARIFICATION OF BIDS:**

22. To assist in examination, evaluation and comparison of bids, the Purchaser may at its discretion, ask the bidder for a clarification of its bid. All communication shall be made in RFP message board / email and no change in the price or substance of the bid shall be sought, offered or permitted.

## **23 EVALUATION AND COMPARISON OF BIDS**

- 23.1 The Purchaser will evaluate and compare only the substantially responsive bids. To facilitate evaluation and comparison, all bid prices (the amounts payable in various currencies) will be converted to the local currency i.e. Pakistani Rupee or US Dollars at the selling exchange rate officially prescribed by State Bank of Pakistan for similar transaction on the date of opening of bids specified in the tender notice.
- 23.2 The Purchaser's evaluation of a bid will take into account in addition to the bid price, the following factors, in the manner and to the extent indicated in the specifications:-
- a) Financial standing, technical and production capabilities of the bidder(s)
  - b) Delivery Schedule
  - c) The availability of the spares and after sale services
  - d) Reliability and efficiency of the material /equipment offered
  - e) The projected operating and maintenance costs during the life of the equipment and adaptability of the goods offered.

- f) **EVALUATION OF DELIVERY PROPOSED BY BIDDERS.**
- i) The delivery periods of the various items of the group of terms have been indicated in the Schedule of Requirements and the Bidders should adhere to the same. However, the Purchaser will evaluate bid offering delivery period of not **exceeding three months** beyond the specified delivery period as provided in Para (iii) below. Bids offering delivery period in excess of three months beyond the specified period will be rejected.
  - ii) All bids specifying delivery period within the dates specified in the Tender Documents shall be considered on an equal basis in regard to time of delivery.
  - iii) For the purpose of evaluation of bids delivery beyond those specified (three months ceiling) an amount equivalent to one half of one percent of the quoted price CFR for the foreign Bidders and ex- factory for domestic Bidders of the delayed material will be added for each excess week of delivery for the first six weeks and one percent for each of the subsequent seven weeks.

## **24 BID EVALUATION AND AWARD OF CONTRACT.**

- 24.1 For the purpose of determining the lowest evaluated bid, factors other than price such as guaranteed delivery period, direct installation cost, reliability and efficiency of the equipment, financial standing of the Bidder's repairs facilities etc. will be taken into consideration.
- 24.2 The award of contract shall be made to the Bidder whose bid has been determined to be the lowest evaluated bid, after considering all factors and who meet the appropriate standards of capability and financial responsibilities provided further that the Bidder is determined to be qualified to satisfactorily perform the contract.
- 24.3 The manufacturer must be licensed by API for each group of item being quoted (If applicable). In this regard first and latest API certificates must be submitted with the offer.
- 24.4 The manufacturer must have minimum of five years' experience since the date of API certification in the production of items being quoted (or as specified in RFP). Evidence in this regard should be submitted along with the offer/bid.
- 24.5 An affirmative determination will be a pre-requisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.
- 24.6 The Purchaser shall inform the successful Bidder of its intent to enter into a contract. The contract shall be executed subject to the satisfactory negotiation of the terms and conditions of the contract.
- 24.7 Final/Financial Evaluation Report shall be announced through message board in RFP for the information of all the Bidders. The Bidders may lodge a written complaint for redressal of their grievances and disputes to Dispute Resolution Committee within Five (05) Days of the announcement of the Final/Financial Evaluation Report through message board in RFP. The detail mechanism of Grievance including Form is available at OGDCL website under the Title bar of Tenders, Grievances Committee

**25. QUALIFICATION OF SELECTED BIDDER(S)**

- 25.1 The Purchaser will determine to its satisfaction whether the Bidder(s) selected as having submitted the lowest evaluated, responsive bid is qualified to satisfactorily perform the Contract.
- 25.2 The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualification prepared and submitted with the bid by the Bidder as well as such other information as may be deemed necessary and appropriate.
- 25.3 Any affirmative determination will be prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

**26. DOCUMENTS ESTABLISHING THE BIDDER'S QUALIFICATION TO PERFORM THE CONTRACT.**

- 26.1 The documentary evidence of the Bidder's qualification to perform the Contract, if its bid is accepted, shall establish to the Purchaser's satisfaction:-
- a) That, in case of a Bidder offering to supply goods under the Contract which the Bidder did not manufacture, or otherwise produce a certificate to the effect that Bidder is authorized by the goods manufacturer or producer to supply the goods to or in the purchaser's Country. Such authority should be attached with the bid.
  - b) That the bidder has the financial, technical and production capability necessary to perform the Contract; and
  - c) That, in case of a Bidder not doing the business within the Purchaser's Country, the bidder is, or will be (if the Contract is awarded to him), represented by an agent in the Country equipped and able to carry out the maintenance, repair and spare parts- stocking obligations prescribed by the Contract.

**27. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

The Purchaser reserve 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 liability to the affected bidder(s) or any obligation to inform the affected Bidder or Bidders of the ground for The Purchaser's action.

**28. CANVASSING**

Unsolicited advice/clarification and personal approaches by the Bidder at any stage of evaluation are strictly prohibited and shall lead to disqualification.

**29. PREFERENCE FOR DOMESTICALLY MANUFACTURED GOODS**

- 29.1 In comparing domestic bids with foreign bids, a margin of preference will be granted to goods manufactured in Pakistan in accordance with the following provisions, provided that the Bidder shall have established to the satisfaction of the Purchaser that the domestic value added is in accordance to the percentage as mentioned in clause No. 29.6 of the ex-factory bid price of such goods. For application of domestic preference, all responsive bids

will first be classified into following three categories:-

CATEGORY-I: Bids offering goods manufactured in Pakistan which meet the minimum domestic value added requirement.

CATEGORY-II: Bids offering other goods manufactured in Pakistan  
and

CATEGORY-III Bids offering imported goods.

The purchaser will review each bid to confirm the appropriateness of, or to modify as necessary, the category to which the bid was assigned by the Bidder in preparing it.

29.2 The lowest evaluated bid of each category will then be determined by comparing all evaluated bids in each Category among themselves without taking in to account custom duties and other import taxes levied in connection with the importation, and sales and similar taxes levied in connection with the sale or delivery, pursuant to the bids, of the goods.

29.3 Such lowest evaluated bids shall next be compared with each other and if as a result of this comparison, a bid from Category-I or Category-II found to be lowest, it will be selected for the award of contract.

29.4 If, however, as result of the comparison, under paragraph 29.1 above the lowest bid is found to be from Category-III, it will be further compared with the lowest evaluated bid from Category-I. For the purpose of this further comparison only, an upward price adjustment will be made to the lowest evaluated bid price of Category-III by adding either:-

- i) The amount of the custom duties and other import taxes which an on-exempt importer would have to pay for the importations for the goods offered in such Category-III bid or,
- ii) Fifteen percent (15%) of the CIF bid price of such goods if the custom duties and import taxes referred to in (i) above exceed 15% of the CIF bid price.

If after such comparison, the Category-I bid is determined to be the lowest, it will be selected for the award of contract, if not, the lowest evaluated bid from Category-III will be selected for the award.

29.5 Bidders applying for the preference shall provide all evidence necessary to prove that the goods offered by them were manufactured in Pakistan and the manufacturing cost of such goods includes a domestic value added is in accordance to the percentage as mentioned in Clause No. 29.6 of the ex-factory bid price of the goods.

29.6 As per SRO No. 827(I) 2001 dated 13/12/2001 (copy attached as Annex- K) sub. Section (I) of section 3 of the Imports and Exports (control) Act 1950 (XXXIX of 1950) price preference in Rupees will be accorded to the bidders tendering for engineering goods produced in Pakistan up to a specified percentage (in proportion to the value addition) of the lowest quoted landed cost of an item of foreign origin with similar specification as mentioned in the tender.

i. Provided that:-

- (a) The saving in foreign exchange is not less than the amount of price preference: and
- (b) It is ensured that in each case of such preference, the total import requirements for producing the supplied tendered for locally manufactured items has been duly indicated by the bidders.

ii. Price preference shall be allowed as under:-

- (a) Having minimum of twenty percent value addition through indigenous manufacturing, price preference shall be fifteen percent;
- (b) Having over twenty percent and up to thirty percent value addition through indigenous manufacturing, price preference shall be twenty percent ;and
- (c) Having over thirty percent value addition through indigenous manufacturing, price preference shall be twenty-five percent.

29.7 If the local supplier / manufacturer becomes the lowest evaluated bidder after Price Preference, order will be placed at the prices (Landed Price) quoted by the lowest evaluated international bidder. In case the local bidder does not accede to the request of OGDCL for matching their rate at par with those received from international bidder for particular item (s) then the order will be placed on the lowest evaluated international bidder.

### **30. NOTIFICATION OF AWARD**

The Purchaser within bid validity will notify, the successful bidder(s), in writing that his bid has been accepted. The notification of award will NOT constitute formation of the Contract unless conditions of tender are fully met to the satisfaction of the Purchaser.

### **31. PERFORMANCE BOND/BANK GUARANTEE**

31.1 On acceptance of the bid, the successful bidder shall within 15 days of the receipt of notification of award from the Purchaser/Letter of Intent (LOI) , furnish a Performance Bond for an amount equal to 10 % of the value of Contract/Purchase Order in US Dollars or in

currency of Bidder (convertible to Pak Rupees) or equivalent Pak Rupees. Extension in Performance Bond (if required), must be submitted in original 15 days before the expiry date otherwise OGDCL may proceed for encashment. The period of validity of the Performance Bond shall be extended if the completion of the Contract/Purchase Order is delayed, whether in whole or in part.

- 31.2 The Bank Guarantee must be in accordance with the standard format as per Annexure-D issued by the Schedule Bank of Pakistan or a foreign bank operating / having branch in Pakistan with "AA" rating. Bid Security in shape of online transfer, Pay Order / Demand Draft / Cash Deposit Receipt (CDR) issued by Schedule Bank of Pakistan or foreign bank operating / having branch in Pakistan shall also be accepted irrespective of rating.
- 31.3 Online transfer of funds pertaining to Performance bond can be made in following accounts:
- i. **For PKR Fund Transfers**  
**Bank Account No: PK65 HABB 0008 7400 1592 3103**  
HBL Corporate Branch, Jinnah Avenue, Blue Area, Islamabad
  - ii. **For Foreign Currency Transfers**  
**US Dollars Bank Account No: PK92 NBPA 2221 0030 1012 4258**  
NBP Corporate Branch, G-5, Islamabad.
- 31.4 The cost incurred for establishing the Performance Bond in the shape of Bank Guarantee or any extension/amendment thereof shall be on contractor's account.
- 31.5 Failure of the successful Bidder to furnish the required Performance Bond shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Bond. The Contract may be awarded to another Bidder or new bids may be called for. Performance bond shall be confiscated in the event of default or non-fulfilment by contractor of his obligations, liabilities, responsibilities or any other reason(s) warranting the confiscation of the Guarantee or in case if any forged or fake documents is found at any stage under the contract/ Purchase Order.
- 31.6 The proceeds of the Bank Guarantee shall be payable to the Purchaser as compensation for any loss resulting from the Contractor's failure to complete its performance obligations under the Contract/ Purchase Order.
- 31.7 Hundred Percent (100%) amount of the Performance Bond in the shape of Bank Guarantee shall remain valid and in full force and effect for a period of 12 months from date of unloading of the last consignment at Karachi Sea/Airport or Islamabad Air Port to secure due performance of the Contract obligation, under the contract / Purchase Order.
- 31.8 The Purchaser reserve the right to check the authenticity of the Performance Bond from the concerned bank.

## **32. JOINTVENTURE**

In the event that the successful Bidder is a Joint Venture formed of two or more companies, the Purchaser will require that the parties to the Joint Venture accept joint and several liabilities for all obligations under the contract.

The bids submitted by a Joint Venture of two or more firms as partner shall comply with the following requirements:

- 32.1 The JV Agreement shall be signed and provided with the technical bid so as to be legal binding on all partners.
- 32.2 One of the partners shall be nominated, as being in charge (Lead Partner) and its authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
- 32.3 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.
- 32.4 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.

**33. SIGNING OF CONTRACT:**

At the same time that the successful Bidder is notified that his bid has been accepted the Purchaser will issue Purchase Order incorporating all terms & conditions and same will be sent to the Bidder for acceptance.

At the same time that the successful Bidder is notified that his bid has been accepted and his Performance Bond is received by the Purchaser, the Contract incorporating all terms and conditions will be sent to the Bidder for execution.

Letter of Credit shall only be established after receipt of acceptance of Purchase Order and authentication of Performance Bond submitted by the Bidder as per OGDCL's requirement.

**34. CRITERIA FOR SUMMARY REJECTION**

Any bid not meeting the following criteria, shall likely to be considered as non-responsive for further evaluation:

- 34.1 The bids must be prepared in the English language.
- 34.2 The firm prices shall be quoted on CFR/CPT Karachi basis as required in the RFP.
- 34.3 The bids must be based on firm prices and not on any price adjustable formula.
- 34.4 Bidding Form duly filled in, signed and stamped as per Annexure-B, (without prices with Technical Bid For this purpose, Bidder may either use the photocopies of the format provided in Tender Documents or may reproduce the same on his own letter head filling in blanks and signing and stamping them in original.
- 34.5 Original Bid Bond for the amount mentioned in the RFP as per OGDCL's requirement must be submitted.
- 34.6 The bids must be valid for 180 days or as specified in RFP.
- 34.7 Data Summary Sheet duly filled in, signed and stamped as per Annexure-E without prices with Technical Bid
- 34.8 Bid must be accompanied by an Affidavit (Form 4) of Tender Document on non-judicial paper or company letterhead.
- 34.9 Bid must be accompanied with Corporate & Financial Information (Annexure-J) of tender document.

34.10 Bid must be accompanied with Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts (Annexure-L). In case of failure to provide the required information of the beneficial ownership by the company or submission of false or partial information, OGDCL shall:

- i. Blacklist the said company in accordance with rule 19(1) (a) of Public procurement Rules, 2004.
- ii. Reject the bid of the said company.

**35. COMPOSITE CONTRACTS**

Composite contract here means, CFR/CPT contracts/purchase order primarily dealing with foreign supply of material along with local services.

**36. CLARIFICATION OF BIDDING DOCUMENTS**

The bidders are expected to carefully examine all instruction, forms specification in the bidding documents. Any bidder in doubt as to the exact meaning or interpretation of any part of the bidding documents must immediately seek clarification from purchaser. All vendors, suppliers, contractors, consultants and alike are encouraged to inform the Managing Director / Chief Executive Officer and Head of Department in case where any OGDCL employee asks for any type of favour whether monetary or in kind. You can contact the MD/CEO and Heads of Department on the following addresses, phone numbers, faxes or e-mail:

MD/CEO Oil & Gas Development Company Limited OGDCL House, Islamabad TelNo.051-9209701 FaxNo.051-9209708 MD/CEO	A / General Manager Supply Chain Management Department OGDCL House, Islamabad TelNo.051-920023540 E-Mail: <a href="mailto:ejaz_rizvi@ogdcl.com">ejaz_rizvi@ogdcl.com</a> A / General Manager
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**A / GENERAL MANAGER (SCM)**  
**OIL & GAS DEVELOPMENT COMPANY LIMITED**  
**PHONE: 0092-51-920023652**  
**EMAIL: [ejaz\\_rizvi@ogdcl.com](mailto:ejaz_rizvi@ogdcl.com)**

## **PART-B**

### **SECTION-II**

#### **CONDITIONS OF CONTRACT "GENERAL"**

##### **1. DEFINITIONS**

In this contract, the following terms shall be interpreted as indicated:

- 1.1 The "Purchaser" means the Organization purchasing the goods i.e. Oil & Gas Development Company Limited.
- 1.2 The "Contractor" means the individual or firms elected to supply goods/performance services under the Contract/Purchase Order.
- 1.3 "The Goods" means all equipment, machinery, and / or other material, which the Contractor is required to supply to the Purchaser under this Contract /Purchase Order.
- 1.4 The "Contract" means the agreement entered into between the Purchaser and the Contractor as recorded in the Contract Documents including all attachments and appendices thereto and all documents incorporated by reference therein.

"The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of his contractual obligations.

##### **2. APPLICATION**

The general conditions shall apply to any Contract made by the Oil & Gas Development Company, for the procurement of goods/material.

##### **3. COUNTRY OF ORIGIN**

- 3.1 All goods and ancillary services supplied under the Contract shall have their origin in the countries maintaining bilateral relations with Islamic Republic of Pakistan.
- 3.2 For purposes of this clause, "Origin" means the place where the goods were mined, grown or produced, or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product result which is substantially different in basic characteristics or in purpose or utility from its components.

##### **4. STANDARDS**

The goods supplied under this Contract shall conform to the Standards mentioned in the technical specifications. In each case where reference is made to any specified National or International Standards. Other recognized and authoritative Standards ensuring equal or higher quality will also be acceptable. In case your offer conforms to Standards other than stipulated in the ITB you are required to submit along with your bid one copy of the Standards in English Language and evidence that Standard used is a recognized and authoritative Standard, which ensures equal or higher quality. Your bid shall be declared non-responsive and rejected if you don't submit required evidence and a copy of such Standards in English Language with your bid. In case where metric or foot-pounds-second (F.P.S) system is specified only those Standards will be considered.

## **5. USE OF CONTRACT DOCUMENTS AND INFORMATION**

- 5.1 The Contractor shall not, without the Purchaser's prior written consent, disclose the Contract, or any provisions thereof, or any specifications, plan, drawing pattern, sample of information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2 The Contractor shall not, without the Purchaser's prior consent, make use of any document or information enumerated in clause 5.1, except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in clause 5.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Contractor's performance under the Contract.

## **6. PERFORMANCE BOND/BANK GUARANTEE**

- 6.1 On acceptance of the bid, the successful bidder shall within 15 days of the receipt of notification of award from the Purchaser/Letter of Intent (LOI) , furnish a Performance Bond for an amount equal to 10 % of the value of Contract/Purchase Order in US Dollars or in currency of Bidder (convertible to Pak Rupees) or equivalent Pak Rupees. Extension in Performance Bond (if required), must be submitted in original 15 days before the expiry date otherwise OGDCL may proceed for encashment. The period of validity of the Performance Bond shall be extended if the completion of the Contract/Purchase Order is delayed, whether in whole or in part.
- 6.2 The Bank Guarantee must be in accordance with the standard format as per Annexure-D issued by the Schedule Bank of Pakistan or a foreign bank operating / having branch in Pakistan with "AA" rating. Bid Security in shape of online transfer, Pay Order / Demand Draft / Cash Deposit Receipt (CDR) issued by Schedule Bank of Pakistan or foreign bank operating / having branch in Pakistan shall also be accepted irrespective of rating.
- 6.3 The cost incurred for establishing the Performance Bond in the shape of Bank Guarantee or any extension/amendment thereof shall be on contractor's account.
- 6.4 The Bank Guarantee must be in accordance with the standard format as per Annexure-D. The cost incurred for establishing the Performance Bond in the shape of Bank Guarantee or any extension/amendment thereof shall be on contractor's account.
- 6.5 Failure of the successful Bidder to furnish the required Performance Bond shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Bond. The Contract may be awarded to another Bidder or new bids may be called for. Performance bond shall be confiscated in the event of default or non-fulfilment by contractor of his obligations, liabilities, responsibilities or any other reason(s) warranting the confiscation of the Guarantee or in case if any forged or fake documents is found at any stage under the contract/ Purchase Order.
- 6.6 The proceeds of the Bank Guarantee shall be payable to the Purchaser as compensation for any loss resulting from the Contractor's failure to complete its performance obligations under the Contract/ Purchase Order.
- 6.7 Hundred Percent (100%) amount of the Performance Bond in the shape of Bank Guarantee shall remain valid and in full force and effect for a period of 12 months from date of unloading of the last consignment at Karachi Sea/Airport or Islamabad Air Port to secure due performance of the Contract obligation, under the contract / Purchase Order.

- 6.8 The Purchaser reserve the right to check the authenticity of the Performance Bond from the concerned bank.

## **7. INSPECTION AND TEST**

- 7.1 The purchaser or his representative shall have the right to inspect and / or test the goods to confirm their conformity to the Contract / Purchase Order specification.
- 7.2 The inspection and the tests may be conducted in the premises of the Contractor or his sub-contractor(s) at point of delivery and / or the Good's final destination. Where conducted on the premises of the Contractor or his sub-contractor(s), all reasonable facilities and assistance including access to drawings and production data shall be furnished to the Inspector(s) at no charge to the Purchaser.
- 7.3 Should any tested or inspected goods fail to conform to the specification, the Purchaser may reject them and the Contractor shall either replace the rejected Goods or make all alterations necessary to meet specification requirements.
- 7.4 The Purchaser's right to inspect, test and, where necessary reject delivery after the Good's arrival in Pakistan shall in no way be limited or waived by reasons of the Goods having previously been inspected, tested and passed prior to the Goods shipment from the country of origin.
- 7.5 Nothing in this clause shall in any way release the Contractor from any Warranty or other obligations under this Contract.

## **8. PACKING**

- 8.1 The Contractor shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit taking into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit. More specifically packing and storage during shipments should conform to the minimum standard given in the material lists.
- 8.2 The packing, marking and documentation within and outside the package shall comply strictly with such special requirements as shall be expressly provided for in the Contract and, in any subsequent instruction issued by the Purchaser.

## **9. DELIVERY**

- 9.1 Delivery of the goods shall be made by the Contract or in accordance with the terms specified in the Conditions of Contract "Special", and Goods shall remain at the risk of the Contract or until delivery has been completed.
- 9.2 Delivery shall be deemed to have been made when a clean original Master Bill of Lading / Air way Bill (As the case may be) together with all such documentation as shall be specified in the Conditions of Contract "Special" have been submitted to the Purchaser. Partial shipment(s) within the delivery period(s) will be acceptable.

## **10. INSURANCE**

All goods supplied under the Contract shall be fully insured against loss or damage. Insurance shall be responsibility of the Contract or until delivery has been made upon which insurance will be arranged by Purchaser.

Insurance of equipment / material to be provided on rental and the personnel deputed for the services shall be the responsibility of the contractor at no charge to the Purchaser.

## **11. TRANSPORTATION**

Transportation of equipment / material (consignments) will be arranged through any first available Conference Liner/Airline from the specified port / Airport of embarkation to Karachi/Islamabad port if Contract is awarded on CFR/CPT basis. Therefore, the Bidders are advised to specify the name of port(s) of embarkation of the goods/equipment/material.

It will be the responsibility of the contractor and their forwarding agent to ensure that the material ordered against contract must not be shipped on deck. In case if shipment is required to be made on deck prior approval from the Purchaser, must be obtained in writing and if allowed it must be ensured that the equipment/material must have been properly packed/lashed to avoid any damage as prescribed.

## **12. DUTIES/TAXES (FOR MATERIAL SUPPLY ONLY)**

Import / Custom Duties and other taxes, if any, levied by the Purchaser's country on the goods/material/equipment supplied shall be paid by The Purchaser and should not be included in the quoted price.

Custom/Import duties, and other charges for import / export of contractor's employees personnel effects shall be paid by the Contractor.

The Contractor shall be entirely responsible for all taxes, stamp duties and other such levies imposed outside The Purchaser's country.

### **TAX CLAUSE FOR COMPOSITE CONTRACTS**

- i. All taxes (on goods and / or services) on the income or payments to the contractor arising, accruing or resulting under the contract, whether present or future, assessed or payable inside or outside Pakistan shall be the exclusive responsibility of the contractor or its sub-contractor(s). Company i.e. OGDCL, in order to discharge its responsibilities as withholding agent shall withhold income tax from the payments to the contractor within the contract value at the rates applicable at the time of payments.
- ii. Where applicable under the relevant double taxation treaty, on the request of contractor, OGDCL can arrange to file notice to FBR u/s 152(5) through its tax consultant for making payments under contract without deduction of withholding tax. The contractor will be responsible for timely provision of any documents required by FBR in connection with the notice. The decision of FBR against the notice will be final and OGDCL will withhold taxes accordingly. However, the contractor may file a revision application to FBR or contest the matter in court through its own resources.
- iii. Local Manufacturer/Bidder claiming price preference as per S.R.O 827(I)/2001 to quote the prices on Ex- OGDCL's Site Basis inclusive of all applicable taxes, duties, fees, levies etc.
  - a) Import of plant and machinery under SRO 678(I)/2004 dated August 7, 2004 for exploration and Production Companies are fully exempt from levy of sales tax under Sales Tax Act, 1990 subject to conditions mentioned therein. The Contractor would be responsible to fulfill related formalities for import of plant and machinery under SRO 678 (I)/2004 dated August 7, 2004.
  - b) Sales tax on goods/ services is applicable in Pakistan under federal/provincial sales tax laws. The contractor being registered with respective federal/provincial revenue authority of Pakistan is entitled to charge applicable standard rate of sales tax over and above its bid price and will be responsible for the payment of such sales tax to the respective revenue authority as per the prevailing federal/provincial sales tax laws. OGDCL being the withholding agent shall withhold sales tax from the

contractor (whether registered or unregistered), as per respective Federal / Provincial sales tax withholding rules.

- iv. Any indirect tax including value added tax, sales tax etc. present or future, applicable outside Pakistan shall be exclusive responsibility of the Contractor.
- v. The Contractor shall be responsible for income tax and all other taxes levied on the Contractor's and its sub-contractor's expatriate personnel, their social security obligations and contributions regardless of whether such contributions are levied on employer or employee or both in Pakistan or outside Pakistan.
- vi. In case any dispute arises between the Company and the Contractor regarding applicability of withholding taxes including income or sales tax concerning interpretation of relevant legal provisions, the matter will be referred to the tax consultant of the Company. The company will withhold/ charge tax in accordance with the opinion of the tax consultant unless the Contractor produces a specific directive/ order to the contrary from FBR / concerned revenue authority / court of law.
- vii. The Contractor shall indemnify OGDCL against any exposure suffered by the company from Government authorities/ Federal or provincial tax authorities due to any act or omission in relation to deduction/ charging/ withholding of any tax from the invoices of contractor.
- viii. The Contractor shall also indemnify OGDCL against any claim which might occur due to non-compliance by Contractor of any legal obligation regarding taxes, duties, fees, levies, or other charges, including taxes on income and sales tax in Pakistan and any other payments due to the Federal or Provincial Governments, their agencies or any other relevant authority.
- ix. The Contractor shall keep OGDCL informed of the steps taken by it to discharge its income / sales tax obligations under the Contract and provide supporting documents whenever required by the OGDCL.
- x. The above clauses relating to payment of taxes would prevail notwithstanding a contrary expression reflected in any other clause of the contract.

### **13. WARRANTY**

- 13.1 The contractor warrants to Purchaser that the goods supplied under the contract will comply strictly with the contract, shall be first class in every particular case and shall be free from defect. The contract or further warrants to Purchaser that all material, equipment and supplies furnished by the contractor or its subcontractors for the purpose of the goods will be new, merchantable of the most suitable grade, and fit for their intended purposes.
- 13.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof, as the case may be, have been delivered and commissioned or for eighteen (18) months after the date of shipment from the port of loading in the country of origin, whichever period concluded earlier.
- 13.3 The purchaser shall promptly notify the contractor in writing of any claim arising under this warranty.
- 13.4 Upon receipt of such notice, the contractor shall promptly repair or replace the defective goods or parts thereof, without cost to the purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced goods or part from the port of entry to the final destination.
- 13.5 Without prejudice to Clauses 13.2 & 13.4 above, the contractor shall promptly correct, at no cost to the PURCHASER, any defect in any work of correction performed pursuant to Clauses 13.2 & 13.4 above, upon receipt of written notice of defect within three (3) months from acceptance of the corrected

defect or any extension thereof which may be mutually agreed upon.

- 13.6 If the contractor, having been notified, fails to remedy the defect(s) in accordance with the contract, the purchaser may proceed to take such remedial action as may be necessary, at the contractor's expense. The contractor's warranty pursuant to this Clause 13 is without prejudice to any other rights or remedies which the Purchaser may have against the contract or under the contract.

**14. PAYMENT**

The method, type and currencies of payment made to the Contractor under this Contract are specified in Conditions of Contract "Special".

**15. PRICE**

Prices / Rates charged by the Contractor for goods delivered under the Contract shall not vary from the prices/rates quoted by the Contractor in his bid.

**16. AGENCY COMMISSION**

The Purchaser will not pay any commission to any Contractor/Bidder or his local agent against this tender and / or resulting Contract in local or foreign currency what-so-ever.

**17. AMENDMENTS**

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**18. SPARE PARTS**

The Contractor is required to provide materials and notifications pertaining to spare parts manufactured or distributed by the Contractor as mentioned in the Conditions of Contract "Special".

**19. TERMINATION FOR DEFAULT**

- 19.1 The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, terminate this Contract in whole or in part provided that:

- a) The Contractor fails to deliver any or all of the goods within the time periods(s) specified in the Contract, or any extension thereof granted by The Purchaser; or
- b) The Contractor fails to perform any other obligations(s) under the Contract, and provided that the Contractor in either of the above cases doesn't remedy his failure within a period of ten days (or such longer period as The Purchaser may authorize in writing) after receipt of a notice of default from The Purchaser.

- 19.2 In the event, the Purchaser terminates the Contract in whole or in part The Purchaser may procure, in such a manner as he deems appropriate, goods similar to those undelivered from any alternate source and the Contractor shall be liable to any excess cost for such similar goods/services which may be deducted from his Bank Guarantee or payment(s).

**20. FORCE MAJEURE**

- 20.1 The Contractor shall not be liable for forfeiture of his Performance Bond, Liquidated damages or termination for default if, and to the extent that, his delay in performance or other failure to perform his obligations under the Contract, are the result of an event of Force Majeure i.e. causes such as natural calamities, war military action, fire as well as other circumstances proved beyond the reasonable control of the Contractor, which may impede

the fulfillment of the obligations under this contract.

- 20.2 The Contractor shall notify the Purchaser promptly of the occurrence of Force Majeure and submit this case in writing within 15 days of such occurrence.
- 20.3 If any of the parties is prevented to fulfill his assumed obligations by Force Majeure of constant duration of at least one month, the parties shall meet for negotiation. If no satisfactory agreement is reached within a period of total two months from commencement of the Force Majeure conditions, either party shall have the right to cancel the Contract with immediate effect.

## **21. RESOLUTION OF DISPUTES**

- 21.1 If any question, difference or dispute shall arise under this Contract regarding which the parties are unable to agree, such matter may be referred for arbitration. This includes without limitation, the question of whether one or the other is in default and what action, if any, shall be taken to remedy such default. Either party may notify the other in writing specifying the nature of dispute and designating one of the arbitrators to whom such dispute shall be referred to requesting that the other party give notice in writing within thirty (30) days after the designation of the second arbitrator. The arbitrators shall within thirty (30) days appoint an umpire whose decision with respect to the dispute shall govern in the event that the arbitrators shall fail to agree.
- 21.2 In the event that no second arbitrator is designated within the time specified, the first arbitrator shall have full and complete power to determine the dispute. Arbitration award shall be final and binding on all parties. It is further agreed that such arbitration shall be precedent to any action of law and that the provisions of the Pakistan Arbitration Act 1940, and the rules framed thereunder shall apply to the arbitration proceedings. The venue of the arbitration proceedings shall be in Pakistan.
- 21.3 The expenses of any arbitration hereunder shall be charged equally to the parties to the dispute unless the award of the arbitrator, the arbitrators, or the umpire, as the case may be, shall otherwise provide.

## **22. APPLICABLE LAW**

- 22.1 The Contract shall be interpreted in accordance with the law applicable in the Islamic Republic of Pakistan.

## **23. SUBCONTRACTS**

- 23.1 The contractor shall not sub-contract all or any part of the contract without first obtaining the Purchaser's approval in writing of the sub-contracting and the sub-contractor.
- 23.2 The Contractor shall notify in writing of all sub-contracts awarded under this Contract. Such notification shall not relieve the Contractor from any liability or obligation under the Contract.
- 23.3 The Contractor guarantees that any and all sub-contractors of the contractor for performance of any part of the work under the contract will comply fully with the terms of the contract applicable to such part of the work under the contract.

## **24. PATENT RIGHT**

The Contractor shall indemnify and hold the Purchaser harmless against all third- party claims of infringements of patent, trademark or industrial design rights arising from use of the goods or any part thereof.

## **25. TERMINATION FOR INSOLVENCY**

The Purchaser may at any time terminate the contract by giving written notice to the contractor, without compensation to the contractor, if the contractor becomes bankrupt, insolvent or otherwise dissolved. Notwithstanding the above, such termination will not prejudice or affect any right of action or remedy which will accrue thereafter to the Purchaser.

## **26. DELAY IN THE SUPPLIER'S PERFORMANCE**

26.1 Delivery of the goods shall be made by the Contractor in accordance with the time schedule specified in the Conditions of Contract/Purchase Order.

26.2 Any unjustified prolonged delay by the Contractor in the performance of his delivery obligations shall render the Contract liable to any or all of the following sanctions:

- Imposition of liquidated damages;
- Forfeiture of performance security/bond
- And/ or termination of the Contract for default.

26.3 If in any time during performance of the Contract, the Contractor or his sub-contractors (s) should encounter conditions impeding timely delivery of the goods, the Contractor shall promptly notify the Purchaser in writing of the facts of the delay, likely duration and causes(s). After receipt of such notice, Contractor's case shall be evaluated for any possible extension in time for performance of the Contract. Any extension granted shall be ratified by the parties by amendment in the Contract/Purchase Order.

## **27. LIQUIDATED DAMAGES**

a) If the contractor fails to deliver any or all of the goods within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to other remedies under the contract, deduct from the contract price / Bank Guarantee as liquidated damages, a sum not more than 0.5% of the contract price per week or part thereof for first four weeks, 1.00% per week for next four weeks and 1.5% per week exceeding four weeks up to maximum extent of **10%** of the contract value.

b) In case the Purchaser is satisfied that the delayed / defective shipment was due to some mistake or circumstances beyond control of the contractor and the contractor has not intentionally or negligently contributed in the delay, the Purchaser may impose Liquidated Damages for not more than a sum equivalent to 0.5% of the delayed or defective shipment per week or part thereof for first two weeks, 1.00 % per week for next three weeks and 1.5% per week exceeding five weeks but not exceeding **10%** of the contract value of the delayed/ defective shipment provided that the contractor takes immediate remedial measures for the replacement of defective shipment and takes prompt steps to mitigate the delay. The Purchaser may however, impose Liquidated Damages as per (a) above if the delayed or defective shipment has affected the project completion schedule or has resulted in production losses.

c) Even after imposition of LDs, if the supplier fails to materialize the delivery (material and or services); the Purchaser reserves the right to cancel Purchase order/contract/LC and to forfeit the Guarantee (if applicable) after intimating the supplier for such cancellation /forfeiture.

## **28. LIMITATION OF LIABILITY**

Except in cases of criminal negligence or willful conduct, and in the case of infringement,

a) The supplier shall not be liable to the Procuring Agency, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Agency; and

b) The aggregate liability of the Supplier to the Procuring Agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Procuring Agency with respect to patent infringement”.

## **PART-B**

### **SECTION-III**

#### **CONDITIONS OF** **CONTRACT“SPECIA** **L”**

##### **1. PERFORMANCE BOND/BANK GUARANTEE**

1.1 On acceptance of the bid, the successful bidder shall within 15 days of the receipt of notification of award from the Purchaser/Letter of Intent (LOI) , furnish a Performance Bond for an amount equal to 10 % of the value of Contract/Purchase Order in US Dollars or in currency of Bidder (convertible to Pak Rupees) or equivalent Pak Rupees. Extension in Performance Bond (if required), must be submitted in original 15 days before the expiry date otherwise OGDCL may proceed for encashment. The period of validity of the Performance Bond shall be extended if the completion of the Contract/Purchase Order is delayed, whether in whole or in part.

1.2 The Bank Guarantee must be in accordance with the standard format as per Annexure-D issued by the Schedule Bank of Pakistan or a foreign bank operating / having branch in Pakistan with "AA" rating. Bid Security in shape of online transfer, Pay Order / Demand Draft / Cash Deposit Receipt (CDR) issued by Schedule Bank of Pakistan or foreign bank operating / having branch in Pakistan shall also be accepted irrespective of rating.

1.3 Online transfer of funds pertaining to Performance bond can be made in following accounts:

**iii. For PKR Fund Transfers**

**Bank Account No: PK65 HABB 0008 7400 1592 3103**

HBL Corporate Branch, Jinnah Avenue, Blue Area, Islamabad

**iv. For Foreign Currency Transfers**

**US Dollars Bank Account No: PK92 NBPA 2221 0030 1012 4258**

NBP Corporate Branch, G-5, Islamabad.

1.4 The cost incurred for establishing the Performance Bond in the shape of Bank Guarantee or any extension/amendment thereof shall be on contractor's account.

1.5 The Bank Guarantee must be in accordance with the standard format as per Annexure-D. The cost incurred for establishing the Performance Bond in the shape of Bank Guarantee or any extension/amendment thereof shall be on contractor's account.

1.6 Failure of the successful Bidder to furnish the required Performance Bond shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Bond. The Contract may be awarded to another Bidder or new bids may be called for. Performance bond shall be confiscated in the event of default or non-fulfilment by contractor of his obligations, liabilities, responsibilities or any other reason(s) warranting the confiscation of the Guarantee or in case if any forged or fake documents is found at any stage under the contract/ Purchase Order.

1.7 The proceeds of the Bank Guarantee shall be payable to the Purchaser as compensation for any loss resulting from the Contractor's failure to complete its performance obligations under the Contract/ Purchase Order.

1.8 Hundred Percent (100%) amount of the Performance Bond in the shape of Bank Guarantee shall remain valid and in full force and effect for a period of 12 months from date of unloading of the last consignment at Karachi Sea/Airport or Islamabad Air Port to secure due performance of the Contract obligation, under the contract / Purchase Order.

1.9 The Purchaser reserve the right to check the authenticity of the Performance Bond from the concerned bank.

## **2. DELIVERY**

2.1 Delivery is the essence of the Contract and in order to meet the schedules of the operations of the projects, deliveries must be made as indicated in the material list, from the date the Letter of Credit is established. Partial shipment within the delivery period shall be permitted.

2.2 each shipment of the whole or part of the goods, copy of the following documents shall be submitted by the Contractor:-

- Original Clean Master Bill of Lading/Original Clean Master Airway Bill on Freight Pre-Paid Basis signed by the carrier or their authorized agent showing clean shipped on board / Master Airway Bill on Freight Pre-Paid Basis signed by the carrier or their authorized agent showing clean shipped on board (As the case may be)
- Packing list.
- Certificate and list of measurement and weight (gross/net).
- Mill inspection/quality Certificate (in case of chemicals).
- Certificate of origin.
- Original detailed invoice showing commodity, description, quantity, unit price and total price strictly in line with contract.

2.3 The above documents should be received by Manager (SCM) Foreign at least 03 days before arrival of the goods at the Karachi Port / Airport and if not so received, the Contractor will be responsible for any expenses resulting from any delay in customs clearance caused thereby and extension of the period of insurance coverage by corresponding period of delay.

## **3. SPARE PARTS**

The Contractor shall have proposed in his list of recommended spare parts where so required, necessary for the satisfactory operation and maintenance for the period specified in Schedule of Requirement Annexure-A, of the equipment/ goods supplied under the Contract. The Purchaser shall have the right to purchase all of the recommended spare parts at the unit price quoted within six (6) months of the date of Contract.

## **4. PAYMENT**

Payment to the Contractor in foreign currency shall be made by establishing in favour of the Contract or an irrevocable Letter of Credit (herein after called the L/C). Payment

(s) under the L/C will be made for CFR/CPT (As the case may be) price of goods of each shipment upon submission of the shipping and other documents as in Clause-2.

## **5. CHARGES FOR L/C ESTABLISHMENT / AMENDMENT**

The Bank Charges for establishment of L/C additional confirmation and any subsequent amendments in L/C will be borne as follows:-

- a) All charges of the credit opening Bank for Credit opening will be borne by The Purchaser.
- b) All charges of the Corresponding Bank such as negotiation of documents, adding confirmation to credit etc. will be to the account of beneficiary/Contractor.
- c) All Bank charges (local & foreign) for any amendment in L/C or extension in shipment period will be to the account of Contractor.

## **6. PURCHASER'S RIGHT TO AMEND, MODIFY OR TO CANCEL THE CONTRACT/AGREEMENT**

- 6.1 The prospective Bidders must particularly note that Purchaser reserves the right to amend, modify or cancel the Purchase Order/ Contract/ agreement if warranted by the operational requirement/ limitations.

**ANNEXURE – “B”**

**FORM OF TENDER OR BIDDING FORM**

Dated: \_\_\_\_\_

Tender Enquiry No. \_\_\_\_\_

To, Oil & Gas Development Company Limited  
OGDCL House, Jinnah Avenue, Blue Area,  
Islamabad, Pakistan.

Gentlemen,

1. Having Examined the Conditions of Contract and specifications, the receipt of which is hereby acknowledged we, the undersigned, offer to supply & deliver \_\_\_\_\_ in conformity with drawings, conditions of contract / Purchase Order and specifications in the quoted price
2. If our Bid is accepted we shall commence delivery within \_\_\_\_\_ days and Complete delivery of all the items specified in the Tender Document/Purchase Order/Contract within \_\_\_\_\_ Days from the date of establishment of Letter of Credit.
3. If our tender is accepted we shall obtain the Guarantee of a Scheduled Bank to be jointly and severally bound with us in a sum not exceeding ten percent (10%) of the Contract / Purchase Order price for due performance of the Contract as per format at Annexure “D”.
4. We agree to abide by this Tender for the period of one hundred and twenty (180) days (or as mentioned in RFP) from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extension there of agreed by us.
5. Until a formal Agreement is prepared and executed, this Bid, together with your acceptance thereof, shall constitute a binding Contract between us.
6. We understand that you are not bound to accept the lowest or any tender you may receive.
7. We accept the Terms & Conditions (General and Special of Tender Document) and L/C enclosed as Appendix-I.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

Signature \_\_\_\_\_ in the

Capacity of \_\_\_\_\_

Duly authorized to sign Tenders for and on behalf of

---

(Name of the firm in block capitals)

Address \_\_\_\_\_

Fax \_\_\_\_\_ Telephone \_\_\_\_\_

Witness:-

1. \_\_\_\_\_

2. \_\_\_\_\_

Signature

**BIDBOND**

Oil & Gas Development Company Limited,  
OGDCL House, Jinnah Avenue,  
Blue Area, Islamabad.

Guarantee No.....  
Date of issue.....  
Date of expiry.....  
Amount.....

Dear Sir,

In consideration of M/S.....herein after called  
"THE BIDDER" having submitted the accompanying Bid with reference to OGDCL tender enquiry No. **PROC**..... and in consideration of value received form (the Bidder above), we hereby agree to undertake as follows:

1. To make unconditional, immediate and forthwith payment of the sum of ( ) upon your FIRST and SIMPLE written demand without Further recourse, question, query, deferment, contestation or reference to the bidder, account party or any other person in the event of the withdrawal of the aforesaid bid by the BIDDER before the end of the period specified in the Bid after the opening of the same for the validity thereof or if no such period be specified, within 210 days after the said opening or if the Bidder, having been notified of the acceptance of his bid by the Company during the period of bid validity:

i. Fails, refuses or delays to accept/execute purchase order as per Tender/Contract's terms & conditions.

OR

ii. Fails, refuses or delays to sign/execute the Contract as per Tender/Contract's terms & conditions.

OR

iii. Fails, refuses or delays to furnish Performance Bond and/or Advance Bank Guarantees.

OR

iv. Submit forged /fake document(s) in support of their bid.

2. To accept written intimation from you as conclusive, sufficient and final evidence of the existence of a default of non-compliance, breach or default as aforesaid on the part of the BIDDER and to make payment immediately and forthwith upon receipt of your FIRST and SIMPLE written intimation.

3. No grant of time or other indulgence to, or composition or arrangement with the BIDDER in respect of the aforesaid Bid with or without notice to us shall affect this Guarantee and our liabilities and commitments here under.

4. This is an independent and direct obligations guarantee and shall be binding on us and our successor in interest and shall be irrevocable.

5. The Guarantor Bank warrants and represents that it is fully authorized, empowered and competent to issue this guarantee.

**Yours faithfully,**

**(BANKERS)**

**ANNEXURE-D**

**PERFORMANCE BANK GUARANTEE**

Oil & Gas Development  
Company Limited OGDCL  
House, Jinnah Avenue, Blue Area  
, Islamabad, (Pakistan)

Dear Sir,

Ref; our Bank Guarantee No. \_\_\_\_\_  
in the sum of

\_\_\_\_\_ Account \_\_\_\_\_  
in consideration of you having  
entered into Purchase Order/ Contract No. **PROC-F**  
with \_\_\_\_\_ called Contractor and in consideration  
for value received from CONTRACTOR. We hereby agree and undertake as follows:

- 1 To make unconditional, immediate and forthwith payment to you as called upon of an amount (equivalent to 10% of total contract/purchase order value) mentioned in the said contract/Purchase Order, on your written FIRST and SIMPLE demand without further recourse, question, query, deferment, contestation or reference to CONTRACTOR or any other person in the event of default, non-performance or non-fulfillment by CONTRACTOR of his obligations, liabilities, responsibilities or in case if any forged or fake documents are found at any stage under the said contract of which you shall be the sole and absolute judge.
- 2 To accept written intimation from you as conclusive and sufficient and final evidence of the existence of the default or breach as aforesaid on the part of CONTRACTOR and to make payment immediately and forthwith upon receipt of your FIRST and SIMPLE written demand.
- 3 To keep this Guarantee in full force from the date hereof until \_\_\_\_\_ from the date of issuance.
- 4 DEMURRAGE DUE TO DELAY IN RECEIPT/ NEGOTIATION OF ORIGINAL SHIPPING DOCUMENTS.  
If clean documents are not negotiated within Negotiation Period allowed in Letter of Credit or documents are withheld by Bank on account of any discrepancy:
  - If the Demurrage, if any incurred due to late negotiation of the Clean Documents and paid by OGDCL will be realized from the beneficiary of L/C, by encashing this Performance Bond to the extent of demurrage amount. In case demurrage amount exceeds the total value of this Performance Bond the balance amount will be payable by the beneficiary.
- 5 That no grant of time or other indulgence to, amendment in the terms of the Contract by agreement between the parties, or imposition or Agreement with CONTRACTOR in respect of the performance of his obligations under the said Agreement, with or without notice to us, shall in any manner discharge or otherwise affect this Guarantee and our liabilities and commitments thereunder.
- 6 This is an independent and direct obligation guarantee and shall be binding on us and our successor's interest and shall be Irrevocable.
- 7 This guarantee shall not be affected by any change in the constitution of the Guarantor Bank or the constitution of the Contractor.
- 8 The Guarantor Bank warrants and represents that it is fully authorized, empowered and competent to issue this guarantee.

(BANKERS)

**(To be submitted on Letter Head)**

**DATA SUMMARY SHEET**

Following information regarding each group of items must be stated categorically:-

COMPLETE NAME AND ADDRESS  
OF MANUFACTURE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMPLETE NAME AND  
ADDRESS OF L/C BENEFICIARY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME AND ADDRESS  
OF LOCAL AGENT IN PAKISTAN (IF ANY)

\_\_\_\_\_

COUNTRY OF ORIGIN:

\_\_\_\_\_

PORT OF SHIPMENT

\_\_\_\_\_

VALIDITY OF BID:

\_\_\_\_\_

DELIVERY PERIOD:

\_\_\_\_\_

BID BOND ATTACHED WITH  
THE TECHNICAL BID

Yes

No

AMOUNT OF BID BOND:

\_\_\_\_\_

BANK NAME OF LC BENEFICIARY,

\_\_\_\_\_

COMPLETE ADDRESS &

ACCOUNT NO. IBAN & SWIFT:

\_\_\_\_\_

[Signature & Seal of the Foreign Principal / Bidder]

**DECLARATION**

**(To be filled/signed/stamped by the prospective bidder  
i.e. principal and by the Local Agent on their Letter Head)**

The Prospective Bidder will have to certify that;

- Their Firm / Company /Local Agent with current or any other title & style have not been involved in any manner or kind of litigation with OGDCL.
- Wrong declaration to above fact will be liable to legal proceedings including but not limited to confiscation of Bid Bond / Performance Bond & Blacklisting of Firm (the Principal) and also Local Agent

Sign/Name: \_\_\_\_\_

Principal's Name/Address: \_\_\_\_\_

\_\_\_\_\_  
Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Stamp: \_\_\_\_\_

Sign/Name:  
\_\_\_\_\_

Local Agent's Name/Address: \_\_\_\_\_

\_\_\_\_\_  
Designation:  
\_\_\_\_\_

Date: \_\_\_\_\_

Stamp: \_\_\_\_\_

**DECLARATIONS:**

**CONTRACT/ PURCHASEORDERNO.PROC-F**

- i. Contractor/Seller declares and affirms that the contractor/Seller itself and its sub-contractors, directors, officers, employees and agents have not paid, nor have undertaken to pay, any direct or indirect payment by way of any type of gratification, bribe, pay-off, kick-back, or unlawful commission, valuable thing or any offer, or any authorization or promise to pay money or any things of value, in anyway or manner whether in rupees or in foreign currency and whether in Pakistan or abroad, no have given or offered to give any gifts and presents in Pakistan or abroad, to any official or employee of the purchaser or any other person while knowing that the pay mentor promise to pay will be passed on to an official or employee of the purchaser corruptly to an official or employee of the purchaser corruptly to influence purchaser, official act or decision or to secure an improper advantage in order to procure this contract or retain business. The Contractor further undertake not to engage in any of these or similar acts during the terms of this contract.
- ii. The Contractors, Sub-Contractor/Seller hereby further declares and affirms that no association of the Contractor, Sub-Contractors/Seller, Agent directors, officers exists with any party abroad and any agent in Pakistan, who may have a direct or indirect conflict of interest with the purchaser, and fully understands that the contract will become null and void and un enforceable in the event it is discovered that such; a relationship was in existence at the time of entering into contract. The Contractors, Sub-Contractors/Seller further under takes to immediately inform the purchaser if such a relationship is established after signing of the contract and it will be up to the purchaser to terminate the contract if so desired without any recourse or compensation or continue with it.
- iii. Any such disclosure contrary to the above declaration and affirmations shall be material breach resulting in termination of the contract forthwith and the Contractor/Seller Agent shall be fully liable under the governing laws of Pakistan, and shall also be responsible to make good any loss or damage caused to the purchaser by such breach.

---

ON THE BEHALF OF SELLER  
SIGNATURE&OFFICIALSEAL

(On official letter head of the bidder)  
To be signed by the Chief Executive of the  
Bidding company or a Representative duly  
Authorized by board Resolution.

**INTEGRITY AND ETHIC UNDERTAKING**

We hereby commit and undertake to observe the following principles during our participation in the tender process and during the contract execution: -

- a) That we will not directly or through any other person or firm, offer promise or give to any of the employees of OGDCL involved in the tender process or execution of the contract any gain, pecuniary benefit or facilitation payment in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of contract.
- b) That we have not and will not enter with other bidders into any undisclosed agreement or understanding either formal or informal to restrict competitiveness or to cartelize in the bidding process.
- c) That we will ensure that the remuneration of agents (if engaged) is appropriate and for legitimate services only.
- d) That we will not use subcontracts, purchase orders or consulting agreements as means of channeling payments to employees of OGDCL.
- e) That we will not commit any offence under the Pakistan Penal Code, Prevention of Corruption Act or National Accountability Ordinance to achieve any advantage, gain or benefit during the tender process or the Execution of contract.

We further understand and acknowledge that any violation or transgression of the above mentioned principles will attract disqualification from the tender process and may also result in permanent exclusion from future contract award processes.

We also accept and undertake to respect and uphold OGDCL's absolute right to resort to and impose such disqualification, debarment or exclusion.

For and on behalf of \_\_\_\_\_

Tender No. \_\_\_\_\_

Contract No. \_\_\_\_\_

**THIS IS APPLICABLE FOR GOODS AND SERVICES WORTH RS 10 MILLION OR MORE**

**Integrity Pact**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY  
THE SUPPLIERS OF GOODS, SERVICES & WORKER IN CONTRACTS WORTH  
RS.10.00 MILLION OR MORE**

Contract/Purchase Order Number: \_\_\_\_\_ Dated: \_\_\_\_\_  
Contract value /Purchase Order: \_\_\_\_\_  
Contract Title/Purchase Order: \_\_\_\_\_

Name of supplier hereby declared that has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, Name of supplier represents and warrants that I has fully declared the brokerage, commission, fees etc. paid or payable to any one and not given or agreed to give and shall not give or agree to give to anyone or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent associate broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kick back, whether described consultation fee or otherwise , with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form GoP, except that which has been expressly declared pursuant hereto.

Name of supplier certifies that it has made and will make full disclosure of all agreements and arrangement with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

Name of supplier accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, shall without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any right and remedies exercised GoP in this regard, Name of supplier agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee Or kick back given by Name of supplier as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in what so ever form from GoP.

\_\_\_\_\_  
[Buyer]

\_\_\_\_\_  
[Seller/supplier]

THE GAZETTE OF  
PAKISTAN EXTRAORDINARY  
PUBLISHED BY AUTHORITY

**PART-II**  
Statutory Notifications (S.R.O)  
GOVERNMENT OF PAKISTAN  
MINISTRY OF COMMERCE

Islamabad, the 3<sup>rd</sup> December, 2001

**ORDER**

**S.R.O 827(I)/2001-** In exercise of the powers conferred by sub-section (1) of Section 3 of the Imports and Exports (Control) Act, 1950 (XXXIX of 1950). The Federal government is pleased to make the following order, namely:-

**1. Short title and commencement:** -(1) This order may be called the Import of Engineering Goods (Control) Order, 2001.

It shall come into force at once.

**2. Definitions:** - In this Order, unless there is anything repugnant to the subject or context.

- (a) "Engineering goods" means goods specified in the Customs General Order No. 7 of 1998 issued and amendments thereof by the Central Board of Revenue.
- (b) "Government" shall include both the Federal Government and any Provincial Government and their attached departments, and
- (c) "Public sector agencies" include all the statutory or autonomous corporation and other agencies or bodies under the administrative control of the Federal Government and the Provincial Governments, including private or public companies with the government shareholding.

**3. Price preference to be accorded:-** Only in cases of procurement by the government, but not in case of procurement by other public sector agencies, bidders tendering for engineering goods produced in Pakistan shall be accorded a price preference in rupees up to a specific percentage (in proportion to the value addition) of the lowest quoted landed cost of an item of foreign origin with similar specifications as mentioned in the tenders:

**(1) Provided that:-**

- (a) The saving in foreign exchange is not less than the amount of price preference, and
- (b) It is ensured that in each case of such preference, the total import requirements for producing the supplied tendered for locally manufactured items has been duly indicated by the bidder.

**(2) Price preference shall be allowed as under:-**

- (a) Having minimum of twenty percent value addition through indigenous

Manufacturing price preference shall be fifteen percent:

- (b) having over twenty percent and up to thirty percent value addition through indigenous manufacturing, price preference shall be twenty percent, and
- (c) having over thirty percent value addition through indigenous manufacturing, price preference shall be twenty-five percent.

**4. Public sector agencies to procure their requirements from within the country, etc.-**

(1) The public sector agencies shall-

- (a) Procure their requirements of engineering goods from within the country and omit such items from the list of barter, credit and loans;
- (b) while preparing any scheme or project, make adequate provision of rupee component in their annual procurement budgets for facilitating the local purchases and forth is purpose explore all sources of local financing;
- (c) encourage local industry by providing educational and development contracts where applicable, for an amount equivalent to ten percent of their annual procurement budget, share the initial development charges, on one time basis, on mutually agreed terms; and
- (d) Submit reports on six monthly basis to the Ministry of Commerce with copies to the Engineering Development Board. The Engineering Development Board will monitor, on a regular basis, the implementation of this Order towards achieving import Substitution, and indigenization about the cases of price preference allowed to bidders in cases of government Procurement only an provide full justification about the cases where local purchases are not made and preference is given to imports. The report shall outline the future place for import substitution in that area.

(2) The raw material and component requirements of the local engineering industry shall be met from the credits referred to in clause (a) of sub-paragraph (1)

**5. Compliance of directives or decisions:-** Public sector agencies shall comply with all the directives of the Chief Executive of the Islamic Republic of Pakistan, decisions of the ECC of the Cabinet and government policy decisions on promotion of indigenization and import substitution.

**6. Special provision:-**

(1) Notwithstanding any provisions to the contrary in any of the existing rules and order, the requirements as to inviting of tenders and quotations and making of inquiries, etc. shall be waived in cases where purchases by the government controlled units or public sector agencies are made from government controlled manufacturing units or public sector agencies.

(2) The public sector agencies shall incorporate condition in tender documents for all major industrial and infrastructure projects that import of turnkey plants or award of turnkey contracts to foreign manufacturers or contractors for such projects shall not be allowed and instead local manufacturers or contractors shall be encouraged to undertake EPC (Engineering Procurement and Construction) contract. However, in cases where local capacity and expertise is not available to this extent, the foreign manufacturers or contractors shall be considered but required to associate fully the recognized local design, engineering and manufacturing organization on the concept of sub-EPC contractor. The public sector agency shall patronize the public sector manufacturers as consortium partners to foreign companies to ensure that dependence or imported plant and machinery reduces progressively from year to year. The local content in large projects shall be determined, on case to case basis, by the Engineering Development Board (EDB) on the pattern of industry-specific program.

(3) In case of participation of public sector manufacturers, the requirement of furnishing earnest money or tender guarantee, security deposit, etc., shall be waived and

instead, a letter to the effect from the parent Ministry confirming its public sector entity shall serve the purpose. Performance bond or bank guarantee shall be provided by the manufacturer or, as the case may be, the contractor.

(4) Decision for award of contract shall be made on the basis of competitive prices and technical suitability and performance shall be given to the manufacturers or contractors having obtained certification of quality and standards such as ISO9000, ASME, API etc. EDB will help and facilitate the local industry in achieving quality standards and timely completion of large projects.

(5) In case there is only one recognized manufacturer in the public sector of the required item or component of engineering goods, it shall be mandatory on the public sector agencies to award contract to the local manufacturer on negotiation basis. In case the terms of contract are not mutually agreeable between the buyer and seller, a decision shall be taken by the National Council for the Engineering and industrial coordination (NCE&IC).

6. Repeal- The import of Engineering Goods (Control) order, 1998, is hereby repealed.  
(No.1 (10)/2001-WTO)

KISHWAR KHAN  
Deputy Chief (WTO)

**OTHER TERMS AND CONDITIONS OF THE PO/LCTOBE**  
**STRICTLY COMPLIED BY THE BENEFICIARY**

(CFR Karachi Basis)

**1. CONSIGNEE:**

2. The goods must be consigned to the L/C establishing bank and notify party Oil & Gas Development Company Ltd. (OGDCL), Plot No. 21, OGDCL Warehouse, West Wharf Road, Karachi. Telephone No. 021-32311108, 32313119, Fax No. 021-32311040, E-mail: imam\_ali@ogdcl.com

**3. PACKING:**

**The Packing of the merchandise must conform to the International Standards and the packing list along with Commercial Invoice must be placed inside the container without fail.**

**4. MARKING:**

- 4.1 All Packages/boxes must bear the Purchase Order No. as Shipping Marks, Country of Origin and Weight in Kilo grams (Gross/Net). The marks must tally with shipping documents like Bill of Lading (B/L) and manifest there should not be any difference.
- 4.2 In addition to the above mentioned shipping marks, the following procedure of color code marking is to be adopted/made on each side of the package/box/container while dispatching the material:  
-  
"There will be an isosceles triangle with or less than six inches side, triangle side marked in black lines, letters "OGDCL" inscribed inside, the letters to be not less than 1½" tall and will be in black. On big packages/boxes/containers, the sides of triangle and letters will be increased appropriately. Underneath the triangle there will be two color code bars in "GREEN" color size six inches in length and 1½" in width. If the above color codes marking is not appropriate/suitable, the sizes and color may be changed".
- 4.3 Each item of the consignment should also be marked with item # of the Purchase Order.

**5. SHIPPING DOCUMENTS.**

Shipping documents shall consist of the following:

- 5.1 Original Clean Master Bill of Lading on Freight Pre-Paid Basis signed by the carrier or their authorized agent showing clean shipped on board. Freight forwarders, Third party, Short form, blank back and House Bill of Lading is not acceptable.
- 5.2 Detail invoice showing commodity description, quantity, unit/total price, total No. of packages, etc. containing original signatures.
- 5.3 Packing List, (Showing total number of packages, gross/net weight & measurement and Box No. in case of more than one boxes such as Box No.1/10, 2/10 ..... 10/10 and so on and detail of equipment in each box.
- 5.4 Certificate of origin.
- 5.5 Mill inspection/quality certificate/test report showing analysis (in case of chemicals only)
- 5.6 Certificate of compliance of the credit terms as per clause No.2 in respect of Packing.
- 5.7 Insurance declaration. A copy of Fax OR E-mail sent to Insurance Company in compliance to the Clause No.9 hereunder.
- 5.8 Copy of E-mail sent in compliance to the Clause No. 6.1 hereunder.
- 5.9 A copy of pre-shipment third party inspection report issued by third party inspector duly accepted/verified by OGDCL prior to shipment (where applicable).

## **6. INSTRUCTIONS FOR COMPLETING SHIPPING DOCUMENTS:**

- 6.1 The shipping invoice should be marked on top in capital words.
  - a) Complete, first and last consignment (if all the contractual material is shipped in one lot.)
  - b) First partial shipment/second partial shipment (and so on).Final and last shipment as the case may if shipments are effected in parts.
- 6.2 All Invoices should be signed, and must indicate value of each items total value and also show 'SHIPPING MARKS' as provided in the contract.
- 6.3 All containers of cargo must carry copy of invoice. A compliance certificate in this regard shall be provided along with the shipping documents. In case of non-compliance the beneficiary shall pay the penalty imposed by the Custom Authority.

## **7. SHIPMENT INTIMATION:**

- 7.1 The beneficiary within 24-48 hours of making shipment must send fax OR E-mail to (1) Dy. Chief Material Officer, Plot No. 21, West Wharf, Karachi, Fax No. 0092-21-2311040, E-mail: imam\_ali@ogdcl.com (2) A / General Manager (SCM), OGDCL House Plot No. 3 (New NO. 3013) F-6/G6, Blue Area, Jinnah Avenue, Islamabad. Fax No. 0092-51-9244210 & 0092-051-9209803-7, E-mail:ejaz\_rizvi@ogdcl.com (3) Manager Accounts (Imports) on Fax No.0092-51-9209803-7,E-mail:imtiazh\_sherazi@ogdcl.com (4) National Insurance Company Limited, Karachi on FAX No. 0092-21-99202734 OR E-mail: "sanallah.shaikh@nicl.com.pk" OR "gulam.akbar@nicl.com.pk",OR" info@nicl.com.pk" intimating them the following:

- a) L/C numbers and Purchase Order/Contract No.
- b) Name of the Ship & Shipping Line.
- c) Bill of Lading No. & Date.
- d) Total CFR value of the consignment shipped.
- e) Port of shipment.
- f) No. of boxes/packages/pieces.
- g) Net and gross weight.
- h) Expected time of arrival (ETA) of ship.

## **8. SHIPMENT INSTRUCTIONS**

- a) The contractor/supplier/vendor is requested to ensure that Commercial Invoice / Packing List shall be pasted on the inner side of the door of container for FCL Shipments and on Boxes/Crates/Cartons etc. for LCL Shipments. Non-Compliance to this instruction may result in penalty imposed by Custom Authorities which shall be recovered from the Contractor/Supplier/Vendor.
- b) Please ensure that in case of CFR purchase order/contracts the local charges at Karachi Seaport/Airport must be included in the freight cost.
- c) The freight forwarders/shipping agents at country of origin must include the corresponding local charges such as delivery order/port handling & container rentals for free time etc. company shall pay only the wharf age/demurrage charges. They should also ensure that there should be only one local agent of the shipping company who should handle such matters. In case OGDCL had to pay such charges, it shall be recovered from the contractor.

## **9. INSTRUCTION REGARDING TRANSMISSION/ NEGOTIATION OF SHIPPING DOCUMENTS**

### **9.1 ORIGINAL NEGOTIABLE DOCUMENTS:**

- a) The beneficiary immediately upon making shipment(s) should negotiate the original clean shipping documents free from any discrepancy with negotiating bank as indicated in the L/C. where the sailing / transit period of vessel is up to 07 days the allowed negotiation period is 07 days. Where the sailing / transit period of vessel is more than 07 days the allowed negotiation period is 15 days.
- b) If clean documents free from any discrepancy are not negotiated within negotiation period mentioned in the L/C, or if the documents are withheld by the Bank on account of any discrepancy whatsoever the demurrage, container detention charges, IGM-de-blocking charges or financial impact if any incurred due to late negotiation of clean documents will be on beneficiary's account.
- c) Original/negotiable documents must contain at least four sets of the shipping documents mentioned under Clause No. 5 above.
- d) The original shipping documents should be dispatched through courier service by the negotiating bank at the beneficiary's cost within 24-48 hours after receipt from the beneficiary.
- e) The discrepant documents with minor discrepancies will be accepted subject to the consent of Procurement Department to facilitate prompt clearance of the consignment on the condition that demurrage, if any due to the discrepancies reported by L/C opening bank will be on beneficiary account.

## 9.2 **NON-NEGOTIABLE DOCUMENTS:**

- a) Complete sets of non-negotiable shipping documents **along with one set of Parts Catalogue, Brochures, Technical Literature** must be dispatched OR E-mailed to the Manager (SCM) Foreign at the following address immediately upon shipment is effected:-  
A / GENERAL MANAGER (SCM)  
OIL & GAS DEVELOPMENT COMPANY LIMITED OGDC HOUSE,  
PLOT NO.3 (NEW NO. 3013),  
F-6/G-6, BLUE AREA, JINNAH AVENUE, ISLAMABAD, PAKISTAN.  
PHONE NO. 0092-51-920023652  
E-mail:ejaz\_rizvi@ogdcl.com
- b) Complete sets of non-negotiable shipping documents must be dispatched OR E-mailed to Dy. Chief Material Officer at the following address immediately upon shipment is effected:  
  
DYPUTY CHIEF MATERIAL OFFICER,  
OIL & GAS DEVELOPMENT COMPANY LIMITED,  
PLOT NO. 21, WEST WHARF ROAD, KARACHI, PAKISTAN.  
PHONENO.0092-21-2311108, 2313119-23 & FAX NO.  
0092-21-2311040, E-mail:imam\_ali@ogdcl.com
- c) The shipping documents should be couriered through any reliable courier company at shipper's cost so that the same must be received at least 10 days before arrival of the vessel.

## 10. **INSURANCE:**

Insurance from port of shipment/delivery will be covered by openers and declaration shall be made by the beneficiary to Insurance Company i.e. M/S National Insurance Company Limited, NICL Building, South Zone, Abbasi Shaheed Road, off Shakra-e-Faisal Road, Karachi (Pakistan). Fax No. 0092-21-99202734 or E-mail: 'sanauallah.shaikh@nicl.com.pk' OR gulam.akbar@nicl.com.pk, OR info@nicl.com.pk and Manager (Accounts) /OGDCL TD., Fax No. 0092-51-9209803-07 or E-mail

:imtiaj\_sherazi@ogdcl.com immediately after shipment giving full details of shipment e.g. value of shipment description of material, name of vessel, B/L with date, port of shipment, contract and Letter of Credit Numbers.

**11. DEMURRAGE DUE TO DELAY IN RECEIPT OF ORIGINAL /NEGOTIABLE DOCUMENT / TRANSSHIPMENT AND SHIPPING LINES AGENTS:**

11.1 If clean documents are not negotiated within negotiation period of the L/C or documents are withheld by bank on account of any discrepancy, the demurrage charges, container detention charges, IGM-de-blocking charges or financial impact if any incurred due to late negotiation of the clean documents and paid by the OGDCL will be realized from the beneficiary directly by raising debit advice, or by deducting the amount paid from the L/C value or by encashing Performance Bond (where applicable) to the extent of demurrage amount. In case the demurrage amount exceeds the value of Performance Bond the balance amount will be payable by the beneficiary.

11.2 Transshipment is totally prohibited under this L/C. The beneficiary must ensure that no transshipment takes place against this L/C, and demurrage paid by OGDCL due to transshipment will be on beneficiary's account.

11.3 Any demurrage paid by OGDCL due to inconsistency in B/L and manifest will be recovered from beneficiary.

**12. LIQUIDATED DAMAGES.**

a) If the contractor fails to deliver any or all of the goods within the time period (s) specified in the Contract, the Purchaser shall, without prejudice to other remedies under the contract, deduct from the contract price / Bank Guarantee as liquidated damages, a sum not more than 0.5% of the contract price per week or part thereof for first four weeks, 1.00% per week for next four weeks and 1.5% per week exceeding four weeks up to maximum extent of **10%** of the contract value.

b) In case the Purchaser is satisfied that the delayed / defective shipment was due to some mistake or circumstances beyond the control of the contractor and the contractor has not intentionally or negligently contributed in the delay, the Purchaser may impose Liquidated Damages for not more than a sum equivalent to 0.5% of the delayed or defective shipment per week or part thereof for first two weeks, 1.00 % per week for next three weeks and 1.5% per week exceeding five weeks but not exceeding **10%** of the contract value of the delayed/ defective shipment provided that the contractor takes immediate remedial measures for the replacement of defective shipment and takes prompt steps to mitigate the delay. The Purchaser may however, impose Liquidated Damages as per (a) above if the delayed or defective shipment has affected the project completion schedule or has resulted in production losses.

c) Even after imposition of LDs, if the supplier fails to materialize the delivery (material and or services); the Purchaser reserves the right to cancel Purchase order/contract/LC and to forfeit the Guarantee (if applicable) after intimating the supplier for such cancellation/forfeiture.

**13. AMENDMENT/ EXTENSION OF L/C:**

The beneficiary will positively confirm shipment of all ordered goods within L/C validity or make request for extension of shipment and negotiation dates at least 15 to 30 days prior to the expiry of L/C. If shipment is not effected within L/C validity or request for extension is not received 15 to 30 days prior to expiry of L/C validity, no request for grant of extension in shipment and negotiation will be entertained under any circumstances. In case of extension in shipment/negotiation period, the beneficiary will be required to extend the validity of his performance bond (where applicable) accordingly. All charges on this account will be on beneficiary's account.

**14. CHARGES FOR L/C ESTABLISHMENT:**

14.1 All charges of credit opening bank for credit will be borne by the OGDCL.

14.2 All charges of corresponding bank such as negotiation of documents, adding

confirmation to credit etc. will be to the account of beneficiary.

14.3 All charges for amendments / extension in L/C will be to the account of beneficiary.

**15. PAYMENT TERMS:**

**15.1 FOR ORDER VALUE MORE THAN US\$200,000:**

The eighty percent (80%) payment will be made against each shipment upon submission of original shipping documents to the LC opening bank, whereas balance twenty percent (20%) payment will be release dafter receipt, inspection and acceptance of material at OGDCL Stores. Furthermore, payment of balance twenty percent (20%) will be released upon issuance of Acceptance / Delivery Certificate from OGDCL to L/C beneficiary confirming receipt & acceptance of material along with submission of commercial invoice of remaining value.

**15.2 FOR ORDER VALUE LESS THAN OR EQUAL TO US\$200,000:**

The seventy percent (70%) payment will be made against each shipment upon submission of original shipping documents to the LC opening bank, whereas balance thirty percent (30%) payment will be released after receipt, inspection and acceptance of material at OGDCL Stores. Furthermore, payment of balance thirty percent (30%) will be released upon issuance of Acceptance/Delivery Certificate from OGDCL to L/C beneficiary confirming receipt & acceptance of material along with submission of commercial invoice of remaining value.

15.3 Payment to Chinese companies shall be made in Renminbi. If prices are quoted in any other currency the order shall be placed in equivalent to Renminbi. Bid prices will be converted to the Renminbi at the selling exchange rate officially prescribed by State Bank of Pakistan for similar transaction on the date of opening of bids specified in the tender notice.

Purchase Order # PROC-F\_\_\_\_\_Accepted by:

Purchase Order Issuance Authority:  
Oil & Gas Development Company Ltd.

Signature.....

Name of the signatory in Block Letters.....

Company Title of the Signatory.....

Company Seal.....

**OTHER TERMS AND CONDITIONS OF THE PO/LC  
TO BE STRICTLY COMPLIED BY THE BENEFICIARY**

**(FOR CPT BY AIR KARACHI/ISLAMABAD BASIS)**

**1. CONSIGNEE:**

a) **FOR CONSIGNMENT(S) ON CPT BY AIR KARACHI BASIS:**

The goods must be consigned to the L/C establishing bank and notify party Oil & Gas Development Company Ltd. (OGDCL), Plot No. 21, OGDCL Warehouse, West Wharf Road, Karachi. Telephone No. 021-32311108, 32313119, Fax No. 021-32311040, E-mail: imam\_ali@ogdcl.com

b) **FOR CONSIGNMENT(S) ON CPT BY AIR ISLAMABAD BASIS:**

The goods must be consigned to the L/C establishing bank and notify party Oil & Gas Development Company Ltd. (OGDCL), I-9 Base Store, Islamabad. Telephone No. 0092-51-9258691 and FAX No. 0092-51-9258128, Email: kashif\_lodhi@ogdcl.com

**2. PACKING:**

**The Packing of the merchandise must conform to the International Standards and the packing list along-with Commercial Invoice must be placed inside the container without fail.**

**3. SHIPMENT THROUGH PAKISTAN INTERNATIONAL AIRLINES (PIA):**

3.1 The cargo / consignment must be air freighted on CPT by Air / Freight Pre-Paid basis, preferably through Pakistan International Airlines on the Carriers owned or chartered by them on routes where PIA operates. The loading Airport where PIA cargo service is not available, shipment from the other Airlines is allowed.

**4. MARKING:**

4.1 All Packages/boxes must bear the Purchase Order No. as Shipping Marks, Country of Origin and Weight in Kilograms (Gross/Net). The marks must tally with shipping documents like AWB and manifest there should not be any difference.

4.2 In addition to the above mentioned shipping marks, the following procedure of colour code marking is to be adopted/made on each side of the package/box/container while dispatching the material:-

“There will be an isosceles triangle with or less than six inches side, triangle side marked in black lines, letters “OGDCL” inscribed inside, the letters to be not less than 1½” tall and will be in black. On big packages/boxes/containers, the sides of triangle and letters will be increased appropriately. Underneath the triangle there will be two color code bars in “**GREEN**” color size six inches in length and 1½” in width. If the above color codes marking is not appropriate/suitable, the sizes and color may be changed”.

**5. SHIPPING DOCUMENTS.**

Shipping documents shall consist of the following:

5.1 Original Clean Master Airway Bill on Freight Pre-Paid Basis signed by the carrier or their authorized agent showing clean shipped on board. Freight forwarders, Third party, Short form, blank back and House Airway Bill is not acceptable.

5.2 Detailed invoice showing commodity description, quantity, unit/total price, total No. of packages containing original signatures.

5.3 Packing List, (Showing total number of packages, gross/net weight & measurement and Box No. in case of more than one box such as Box No.

1/10, 2/10 ..... 10/10 and so on and detailed of equipment in each box.

- 5.4 Certificate of origin.
- 5.5 Mill inspection/quality certificate/test report showing analysis (in case of chemicals only)
- 5.6 Certificate of compliance to the credit terms as per clause No. 2 in respect of Packing.
- 5.7 Insurance declaration. A copy of E-mail sent to the Insurance Company in compliance to the Clause No.10 hereunder.
- 5.8 A Copy of E-mail sent in compliance to the Clause No. 7.1 mentioned hereunder.
- 5.9 A copy of pre-shipment third party inspection report issued by third party inspector duly accepted / verified by OGDCL prior to shipment (where applicable).

**6. INSTRUCTIONS FOR COMPLETING SHIPPING DOCUMENTS:**

- 6.1 The shipping invoice should be marked on top in capital words.
  - a) Complete, first and last consignment (if all the contractual material is shipped in one lot.)
  - b) First partial shipment/ second partial shipment (and so on). Final and last shipment as the case may if shipments are effected in parts.
- 6.2 All Invoices should be signed, and must indicate value of each items/ total value and freight actually paid and also show 'SHIPPING MARKS' as provided in the contract.

**7. SHIPMENT INTIMATION:**

- 7.1 The beneficiary within 24-48 hours of making shipment must send fax OR E-mail to (1) Dy. Chief Material Officer, Plot No. 21, West Wharf, Karachi, Fax No. 0092-21-2311040, E-mail: imam\_ali@ogdcl.com (For shipments on CPT by Air Islamabad Basis, Email to be sent at "kashif\_lodhi@ogdcl.com") (2) A / General Manager (SCM), OGDCL House Plot No. 3 (New No. 3013) F-6/G6, Jinnah Avenue, Islamabad Fax No. 0092-51-9207530, 9209673, E-mail: ejaz\_rizvi@ogdcl.com, (3) Manager (Accounts) on Fax No. 0092-51-9209803-7, EMAIL: imtiaz\_sherazi@ogdcl.com and (4) National Insurance Company Limited, Karachi on FAX No. 0092-21-99202734, EMAIL: sanaullah.shaikh@nicl.com.pk OR gulam.akbar@nicl.com.pk, OR info@nicl.com.pk intimating them the following:
  - a) L/C numbers and Purchase Order No.
  - b) Name of the Shipping Air Line.
  - c) Airway Bill No. & Date.
  - d) Flight No. & Date.
  - e) Total CPT by Air value of the consignment shipped.
  - f) Air Port of shipment.
  - g) No. of boxes/packages/pieces
  - h) Net and gross weight.

**8. SHIPMENT INSTRUCTIONS**

- 8.1 The contractor/Supplier/Vendor is requested to ensure that Commercial Invoice / Packing List shall be pasted on the inner side of the door of container for FCL Shipments and on Boxes/Crates/Carton etc. for LCL Shipments. Non-Compliance to this instruction may result in heavy penalty imposed by Custom Authorities which shall be recovered from the Contractor/Supplier/Vendor.
- 8.2 Please ensure that in case of CPT by Air contracts the local charges at

Karachi/Islamabad Airport(s) must be included in the freight cost.

- 8.3 The freight forwarders/shipping agents at country of origin must include the corresponding local charges such as delivery order/port handling & container rentals for free time etc. Company shall pay only the wharfage/demurrage charges. They should also ensure that there should be only one local agent of the shipping company who should handle such matters. In case OGDCL had to pay such charges, it shall be recovered from the contractor.

## **9. INSTRUCTION REGARDING TRANSMISSION/NEGOTIATION OF SHIPPING DOCUMENTS.**

### **9.1 ORIGINAL NEGOTIABLE DOCUMENTS:**

- a) The beneficiary immediately upon making shipment(s) should negotiate the original clean shipping documents free from any discrepancy with negotiating bank as indicated in the L/C.
- b) If clean documents free from any discrepancy are not negotiated within negotiation period mentioned in the L/C, or if the documents are withheld by the Bank on account of any discrepancy what so ever the demurrage, IGM-de-blocking charges or financial impact if any incurred due to late negotiation of clean documents will be on beneficiary's account.
- c) Original/negotiable documents must contain at least four sets of the shipping documents mentioned under Clause No. 5 above.
- d) The original shipping documents should be dispatched through courier service by the negotiating bank at the beneficiary's cost within 24-48 hours after receipt from the beneficiary.
- e) The discrepant documents with minor discrepancies will be accepted subject to the consent of Procurement Department to facilitate prompt clearance of the consignment on the condition that demurrage, if any due to the discrepancies reported by L/C opening bank will be on beneficiary account.

### **9.2 NON-NEGOTIABLE DOCUMENTS:**

- a) Complete set of non-negotiable shipping documents along with one set of Parts Catalogue, Brochures, Technical Literature must be dispatched OR E-mailed to Manager (SCM) Foreign at the following address immediately upon shipment is effected:-  
A / GENERAL MANAGER (SCM)  
OIL & GAS DEVELOPMENT COMPANY LIMITED  
OGDC HOUSE, PLOTNO.3 (NEW NO.3013),  
F-6/G-6, BLUE AREA, JINNAH AVENUE,  
ISLAMABAD, PAKISTAN.  
PHONE NO. 0092-51-920023652, 920023593,  
E-mail:ejaz\_rizvi@ogdcl.com
- b) Complete set of non-negotiable shipping documents must be dispatched OR E-mailed to Dy. Chief Materials Officer at the following address immediately upon shipment is effected:-  
DY. CHIEF MATERIAL OFFICER,  
OIL & GAS DEVELOPMENT COMPANY LIMITED,  
PLOT NO. 21, WEST WHARF ROAD,  
KARACHI, PAKISTAN.  
PHONE NO. 0092-21-2311108, 2313119-23, Fax No.0092-21-2311040, E-mail: imam\_ali@ogdcl.com  
(For shipments on CPT by Air Islamabad Basis, N.N Documents to be E-mailed at"cashif lodhi@ogdcl.com")
- c) The shipping documents should be couriered through any reliable courier company at shippers cost so that the same must be received at least 24 Hours before arrival of the shipment.

**10. INSURANCE:**

Insurance from port of shipment/ delivery will be covered by openers and declaration shall be made by the beneficiary to Insurance Company i.e. M/s National Insurance Company Ltd., NICL Building, South Zone, Abbasi Shaheed Road, off Shakra-e-Faisal Road, Karachi (Pakistan). FaxNo.0092-21-99202734 OR E-mail sanaullah.shaikh@nicl.com.pk OR gulam.akbar@nicl.com.pk, OR info@nicl.com.pk and Manager(Accounts) OGDCL, Fax No. 0092-51-9209803-7 OR–Email: imtiaz\_sherazi@ogdcl.com immediately after shipment giving full details of shipment e.g. value of shipment description of material, Flight No., Airway Bill No. with date, Airport of shipment, contract and Letter of Credit Numbers.

**11. DEMURRAGE DUE TO DELAY IN RECEIPT OF ORIGINAL / NEGOTIABLE DOCUMENT/ TRANSSHIPMENT AND SHIPPING LINES AGENTS:**

11.1 If clean documents are not negotiated within negotiation period of the L/C or documents are withheld by bank on account of any discrepancy, the demurrage charges, IGM-de-blocking charges or financial impact if any incurred due to late negotiation of the clean documents and paid by the OGDCL will be realized from the beneficiary directly by raising debit advice, or by deducting the amount paid from the L/C value or by encashing Performance Bond (if provided) to the extent of demurrage amount. In case the demurrage amount exceeds the value of Performance Bond the balance amount will be payable by the beneficiary.

11.2 Transshipment is totally prohibited under this L/C. The beneficiary must ensure that no transshipment takes place against this L/C, and demurrage paid by OGDCL due to transshipment will be on beneficiary's account.

11.3 Any demurrage charges paid by OGDCL due to inconsistency in AWB and manifest will be recovered from the beneficiary.

**12. LIQUIDATED DAMAGES.**

a) If the contractor fails to deliver any or all of the goods within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to other remedies under the contract, deduct from the contract price / Bank Guarantee as liquidated damages, a sum not more than 0.5% of the contract price per week or part thereof for first four weeks, 1.00% per week for next four weeks and 1.5% per week exceeding four weeks up to maximum extent of **10%** of the contract value.

b) In case the Purchaser is satisfied that the delayed / defective shipment was due to some mistake or circumstances beyond the control of the contractor and the contractor has not intentionally or negligently contributed in the delay, the Purchaser may impose Liquidated Damages for not more than a sum equivalent to 0.5% of the delayed or defective shipment per week or part thereof for first two weeks, 1.00 % per week for next three weeks and 1.5% per week exceeding five weeks but not exceeding **10%** of the contract value of the delayed/defective shipment provided that the contractor takes immediate remedial measures for the-replacement of defective shipment and takes prompt steps to mitigate the delay. The Purchaser may however, impose Liquidated Damages as per (a) above if the delayed or defective shipment has affected the project completion schedule or has resulted in production losses.

c) Even after imposition of LDs, if the supplier fails to materialize the delivery (material and or services); the Purchaser reserves the right to cancel Purchase order/contract/LC and to forfeit the Guarantee (if applicable) after intimating the supplier for such cancellation/forfeiture.

**13. AMENDMENT/EXTENSION OF L/C:**

The beneficiary will positively confirm shipment of all ordered goods within L/C validity or make request for extension of shipment and negotiation dates at least 15 to 30 days prior to the expiry of L/C. If shipment is not effected within L/C validity or request for extension is not received 15 to 30 days prior to expiry of L/C validity, no request for grant of extension in shipment and negotiation period will be entertained under any circumstances. In case of extension in shipment/negotiation period, the beneficiary will be required to extend the validity of his performance bond (if provided) accordingly. All charges on this account will be on beneficiary's account.

**14. CHARGES FOR L/C ESTABLISHMENT:**

- 14.1 All charges of credit opening bank for credit will be borne by the OGDCL.
- 14.2 All charges of corresponding bank such as negotiation of documents, adding confirmation to credit etc. will be to the account of beneficiary.
- 14.3 All charges for amendments/extension in L/C will be to the account of beneficiary.

**15. PAYMEN TTERMS:**

**15.1 FOR ORDER VALUE MORE THAN US\$200,000:**

The eighty percent (80%) payment will be made against each shipment upon submission of original shipping documents to the LC opening bank, whereas balance twenty percent (20%) payment will be released after receipt, inspection and acceptance of material at OGDCL Stores. Furthermore, payment of balance twenty percent (20%) will be released upon issuance of Acceptance / Delivery Certificate from OGDCL to L/C beneficiary confirming receipt & acceptance of material along with submission of commercial invoice of remaining value.

**15.2 FOR ORDER VALUE LESS THAN OR EQUAL TO US\$200,000:**

The seventy percent (70%) payment will be made against each shipment upon submission of original shipping documents to the LC opening bank, whereas balance thirty percent (30%) payment will be released after receipt, inspection and acceptance of material at OGDCL Stores. Furthermore, payment of balance thirty percent (30%) will be released upon issuance of Acceptance / Delivery Certificate from OGDCL to L/C beneficiary confirming receipt & acceptance of material along with submission of commercial invoice of remaining value.

15.3 Payment to Chinese companies shall be made in Renminbi. If prices are quoted in any other currency the order shall be placed in equivalent to Renminbi. Bid prices will be converted to the Renminbi at the selling exchange rate officially prescribed by State Bank of Pakistan for similar transaction on the date of opening of bids specified in the tender notice.

Purchase Order# PROC-F\_\_\_\_\_Accepted by:

Purchase Order Issuance Authority:  
Oil & Gas Development Company Ltd.

Signature.....

Name of the signatory in Block Letters.....

Company Title of the Signatory.....

Company Seal.....

**AFFIDAVITE**

I,.....S/o.....,aged.....year,  
working as Proprietor/Managing Partner / Director of  
M/s.....having its register office at  
.....do hereby solemnly affirm  
and declare on oath asunder:

- 1 That I am competent to swear this affidavit/undertaking being proprietor/one of the partners/Director of M/s.....
- 2 That M/s.....is a proprietorship/partnership firm/company is participating in tender process conducted by OGDCL.
- 3 That I hereby confirm and declare that none of my/our group/sister concern/associate company is participating/submitting this tender.
- 4 That I hereby confirm and declare that my/our firm/company M/s \_\_\_\_\_ and my/our firm/ group/ company/ sister concern / associate company or any of its directors have not been blacklisted/de-listed by any institutional agencies / Govt. Dept. / Public sector / foreign country, international organization or other foreign institutions.
- 5 That there is no change in the name & style, constitution and status of the firm, after pre-qualification.
- 6 That I further undertake that in case any of the facts contained above and in our application is found other-wise or incorrect or false at any stage, my/our firm/company/group/sister concerns/associate companies shall stand debarred from the present and future tender of the OGDCL.

(Signature of the proprietor/ Managing Partner/Director with seal)

**DEPONENT**

Verified at..... on ..... that the content of paras 1 to 6 of this affidavit are true and correct to best of my knowledge and no part of this false and nothing material has been concealed or falsely stated therein.

(Signature of the Proprietor/ Managing Partner/ Director with

Seal)DEPONENT

(Signature and Seal of Notary

**The procedure of Blacklisting / Debarment is uploaded on OGDCL's website at following link: <http://ogdcl.com/uploads/tender/BlackListingProcedure.pdf> which is an integral part of this Tender Document.)**

**FORMAT OF CORPORATE & FINANCIAL  
INFORMATION**

**PART-I  
GENERAL INFORMATION**

1. Name (Full Company Name):

- Postal Address:
- Telephone:
- Facsimile:
- e-mail:
- Website Address:

1.1 Has the Company operated under any other name? If yes please give name, date of change and reason for change.

2. Type of Entity/Firm:

- Corporation/Stock Company
- Public Limited
- Private Limited
- Partnership
- Proprietorship

3. Shareholders information/pattern with names and addresses of majority shareholders.

4. Place of Incorporation /Registration:

5. Year of Incorporation/Registration:  
(Please provide copies of Incorporation/Registration Certificates and Memorandum & Articles of Association)

6. Company's National Tax No.

7. Company's Core Business Areas and their annual sales revenue/earnings during last five (5) years.

8. Name & Address of Owners/Directors

9. Valid Registration Certificate with Pakistan Engineering Council (PEC) **where applicable.**

**PART-II**  
**FINANCIAL STRENGTH**

1. Provide details with regard to the financial standing of the applicant including copies of last three (3) years Audited profit & loss account and balance sheet. Also, please fill the financial summary as per below table;

S.No.	Description	Years		
1	Sales Revenue			
2	Paid Up Capital			
3	Profit Before Tax			
4	Profit After Tax			
5	Current Assets			
6	T. Asset			
7	Owner Equity			
8	Long Term Debt			
9	Current Liability			
10	Total Liabilities			

2. Bank(s) credit worthiness certificates (Latest Period) of applicant organization and available credit ceiling/limits with Account Number/Title.
3. Detail record with regard to litigation/arbitration proceedings or any other dispute related to project undertaken/being undertaken by the Bidder their Sub-Contractors and Suppliers (Specially with OGDCL it Joint Venture Partners or other public and private organizations working in the Oil & Gas sector of Pakistan) during past five (05) years.
4. Any information including brochures, references and other documentary evidence of technical qualification, capability and experience of the Applicant to execute the Project.

The undersigned on behalf of \_\_\_\_\_ hereby declare that the statements made and the information provided official herewith is complete, true and correct in every detail.

\_\_\_\_\_  
 Signature

Official Seal of the Company

**Annexure “L”**

**Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts**

1. **Name**
2. **Father's Name/Spouse's Name**
3. **CNIC/NICOP/Passport No.**
4. **Nationality**
5. **Residential address**
6. **Email address**
7. **Date on which shareholding, control or interest acquired in the business.**
8. **In case of indirect shareholding, control or interest being exercised through intermediary companies, entries or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided:**

1	2	3	4	5	6	7	8	9	10
Name	Legal Form (Company/Limited Liability Partnership/ Association of Persons/ Single Member Company/Partnership Firm/Trust/Any other individual, body corporate (to be specified))	Date of incorporation/ registration	Name of registering authority	Business Address	Country	Email address	Percentage of shareholding, control or interest of BO in the legal person or legal arrangement	Percentage of shareholding, control or interest of legal person or legal arrangement in the company	Identify of natural person who ultimately owns or controls the legal person or arrangement

9. **Information about the Board of Directors (details shall be provided regarding number of shares in the capital of the company as set opposite respective names).**

1	2	3	4	5	6	7	8
Name and surname (In Block Letters)	CNIC No. (In case of foreigner, Passport No.)	Father's/ Husband's Name in full	Current Nationality	Any other Nationality (ies)	Occupation	Residential Address in full or the registered/ principal office address for a subscribers other than natural person	Number of shares taken by cash subscriber(in figures and words)
			Total Number of Shares taken(in figures and words)				

10. **Any other information incidental to or relevant to Beneficial Owner(s).**

**Name and signature**

**(Person authorized to issue notice on behalf of the company)**

**ESG/HSE Standards Commitments**

<b>S. NO</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
Q1	Are there any human rights policies in place in your company?		
Q2	Are there any health, safety and environmental policies in place in your company?		
Q3	Are there any labor policies in place in your company covering the following aspects:-		
A.	Elimination of forced and compulsory labor		
B.	Elimination of child labor		
C.	Elimination of discrimination in employment		
Q4	Does your company have any anti-corruption policy?		
Q5	Does your company have any CSR policies?		

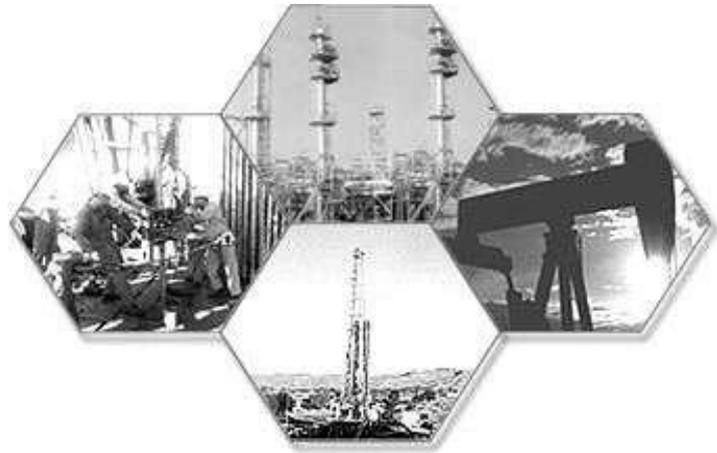
Signature: \_\_\_\_\_  
Name, Designation: \_\_\_\_\_  
Date: \_\_\_\_\_

**OIL & GAS DEVELOPMENT COMPANY LIMITED  
ISLAMABAD**

سٹریٹجک مینجمنٹ ڈیپارٹمنٹ

**Tender Document**

(Single Stage Two Envelope Basis)



**INVITATIONFORBIDS**

**OIL & GAS DEVELOPMENT COMPANY LIMITED**  
**SUPPLY CHAIN MANAGEMENT DEPARTMENT**  
**(FOREIGN WING)**

**SUBJECT: INVITATION FOR BID**

Oil & Gas Development company Limited (OGDCL), herein after referred to as "The Purchaser ",invites online bids through SAP-Ariba Discovery under Competitive Bidding (CB) procedure from eligible bidders from the countries maintaining bilateral trade relations with Pakistan for the items as listed in the Request for Proposal (RFP).**The prices may be quoted on CFR/CPT Karachi/ Islamabad basis as required in the RFP.**

**1. PROSPECTIVE BIDDERS SHOULD PARTICULARLY NOTE THAT:**

- 1.1 Bids will be accepted only if the materials and supplies being offered are produced and manufactured in the country(s) maintaining bilateral relations with Pakistan.
- 1.2 Each bid valid for minimum 180 days or (as specified in the RFP) from the date of opening of the bids.
- 1.3 Sealed envelope containing original bid bond for an amount mentioned in the RFP must be delivered at OGDCL Reception on or before date & time mentioned in Tender Notice marked as follows:

MANAGER (SCM) FOREIGN  
**SUPPLY CHAIN MANAGEMENT**  
**DEPARTMENT OIL & GAS DEVELOPMENT**  
**COMPANY LIMITED OGDCL HOUSE JINNAH**  
**AVENUE,**  
**ISLAMABAD (PAKISTAN)**

Bid Bond for (RPF Number)  
Bid Opening Date & Time (\_\_\_\_\_)

- 1.4 If the envelopes are not marked as instructed above, the purchaser will assume no responsibility for the misplacement or premature opening of the bid.
  - 1.5 Bid Bond through fax/swift message/email shall not be acceptable.
  - 1.6 On acceptance of the bid, the successful bidder shall within 15 days of the receipt of notification of award from the Purchaser /Letter of Intent (LOI), furnish a Performance Bond in original for an amount equivalent to 10 % of the value of Contract / Purchase Order as per OGDCL requirement. The Performance Bond Shall be submitted in line with the "Instruction to Bidders" (ITB).
  - 1.7 Bidders to submit their Environmental Social Governance (ESG) / Health Safety Environment (HSE) commitment as a part of its technical bid, enabling OGDCL to comply with standards of environmental, social and governance practices across all aspects of business, including the value chain and aligning with the UN SDGs for sustainable and inclusive development.
- 2.** The Purchaser does not take any responsibility for collecting the bid bond from any Agency/Courier Company etc. The bid bond received after closing time or date shall be returned to bidder unopened.

3. The Purchaser reserves the right to increase or decrease the quantities and accept or reject any or all bids. OGDCL shall upon request communicate to bidder(s), the grounds for its rejection of all bids or proposals, but is not required to justify those grounds.
4. The Purchaser reserves the right to have the items inspected by its own representatives or through third party.
5. It must be indicated in the offer that the quotation fully conforms to Technical Specifications and Terms & Conditions of the Tender Document.
6. The bid shall be evaluated in accordance with the evaluation criteria as indicated in the RFP. Bidders are advised to quote competitive prices enabling OGDCL to decide the purchase.

7. **TIME AND PLACE FOR SUBMISSION OF BIDS**

Bids must be submitted online through SAP-Ariba Portal on or before date and time mentioned in the tender notice.

8. **OPENING OF BIDS**

8.1 Bids will be opened online through SAP-Ariba Portal on the date and time mentioned in the tender notice. Bidder's authorized representative may attend the tender opening on the following address:

**Oil & Gas Development Company Limited (OGDCL)**  
Supply Chain Management Department  
OGDCL House, Plot No. 3 (New No. 3013) F-6/G-6,  
Jinnah Avenue, Islamabad (Pakistan)  
Phone No. 0092-51-920023652

8.2 The Bidder's names, bid prices, modification and bid withdrawal and the presence or absence of the requisite Bid Bond and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at opening.

9. **SINGLE STAGE TWO ENVELOPE BIDDINGS**

- 9.1 Bids against this tender are invited on Single Stage Two Envelope Bidding Procedure; therefore, the bidders shall submit bid and financial bid as per RFP
- 9.2 All tender Annexures (unpriced) to be submitted with technical bid.

**A / GENERAL MANAGER (SCM)**  
**OIL & GAS DEVELOPMENT COMPANY LIMITED**  
**PHONE: 0092-51-920023652**  
**Email: ejaz\_rizvi@ogdcl.com**

## **PART-B**

### **SECTION-I** **INSTRUCTION TO BIDDERS (ITB)**

#### **1. ELIGIBILITY REQUIREMENTS**

The bidders must meet the following eligibility requirements: -

- 1.1 The Bidder must be a national of a country maintaining bilateral relations with the Islamic Republic of Pakistan.
- 1.2 Material, equipment and services to be supplied / performed under the contract must be produced / supplied from a country maintaining bilateral trade relations with the Islamic Republic of Pakistan.

#### **2. COST OF BIDDING**

The bidder shall bear all costs associated with the preparation and submission of his bid and bid bond. And the OGDCL, herein after referred to as "The Purchaser", will in no case be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.

#### **3. LANGUAGE OF BID**

The bid prepared by the bidder and all correspondence and documents relating to the bid, exchange by the bidder and the purchaser shall be written in English language. Any printed literature furnished by the bidder may be written in another language, provided that this literature is accompanied by an English translation, in which case, for purpose of interpretation of the bid, the English translation shall govern.

#### **4. CLARIFICATION OF BIDDING DOCUMENTS**

- 4.1 The Bidders are expected to carefully examine all instructions, forms, annexures and specifications etc. in the RFP. Any bidder in doubt as to the exact meaning or interpretation of any part of the RFP should immediately seek clarification preferably through SAP-Ariba Portal. The purchaser will respond in writing to any request for information or clarification of the RFP which is received not later than 10 days prior to deadline for submission of the bids prescribed by the Purchaser. The clarifications will be posted in RFP. Therefore, all bidders are requested to keep visiting RFP for updates. All clarifications shall be treated integral part of the RFP.

#### **4.2 CONTRADICTIONS, OBSCURITIES AND OMMISIONS**

The bidder should likewise notify the Purchaser of any contradictions, obscurities and omission 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 must reach the Purchaser through SAP-Ariba Discovery not later than 10 days prior to the deadline for submission of the bids.

**5. AMENDMENT OF BIDDING DOCUMENTS**

- 5.1 At any time prior to the deadline for submission of bids, a modification in the bidding documents in the form of an addendum may be issued in response to a clarification requested by a prospective Bidder or even whenever the purchaser considers it beneficial to issue such a clarification and/or amendment by posting such clarification/ amendment in RFP.
- 5.2 In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bid, the purchaser may, at its discretion, extend the deadline for submission of bid.

**6. PREPARATION OF BIDS**

The bid prepared by the Bidder shall be as per requirement of RFP.

**7. BID PRICE**

The bidder shall quote on the unit and total "CFR" prices of the goods/services he proposes to supply under the contract in the following manners:

- 7.1 The quoted prices should include. boxing, packaging, documentation, inland freight, sea/air freight, dispatch of shipping documents through courier services and any other charges.
- 7.2 Custom duties, import and other taxes on "CFR/CPT" levied on port of discharge shall be paid by the purchaser and should not be included in the quoted prices.
- 7.3 The insurance on ocean/air freight and transportation in Pakistan will be arranged and paid by the purchaser.
- 7.4 Prices indicated/quoted by the bidder shall be firm and irrevocable during the bidder's performance of the contract.

**8. CURRENCIES OF BID**

- 8.1 For the goods which the bidder will supply from within the purchaser's country, the prices shall be quoted in Pakistani Rupees.
- 8.2 For the goods which the bidder will supply from outside the purchaser's country, the prices shall be quoted either in the currency of the bidder's home country or in US Dollar.
- 8.3 Chinese Firms/Bidders should quote prices in RENMINBI. If prices are quoted in any other currency the order shall be placed in equivalent RENMINBI. Bid prices will be converted to the Renminbi at the selling exchange rate officially prescribed by State Bank of Pakistan for similar transaction on the date of opening of bids specified in the tender notice.

**9. EVALUATION CRITERIA**

The bids shall be evaluated in accordance with the evaluation criteria given in RFP. Bidders are advised to quote competitive prices enabling OGDCL to decide the purchase.

**10. BID VALIDITY**

- 10.1 The bid shall remain valid and open for acceptance for a period of 180 days (or as specified in the RFP) from the specified date of bid opening.
- 10.2 Under exceptional circumstances, the bidder may be requested in writing for an extension in the period of validity. A bidder agreeing to such request will not be permitted to modify his bid and will be required to correspondingly extend the validity of his Bid Bond.

**11. BID BOND**

- 11.1 The bidder shall furnish, as an integral part of his bid, an upfront Bid Bond for an amount mentioned in the RFP in US Dollars or in currency of Bidder (convertible to Pak Rupees) or equivalent Pak Rupees with technical bid and must be valid one month beyond the bid validity period. Extension in Bid Bond (if required), must be submitted in original 15 days before the expiry date otherwise OGDCL may proceed for encashment.
- 11.2 The Bank Guarantee must be in accordance with the standard format as per Annexure-C issued by the Schedule Bank of Pakistan or a foreign bank operating / having branch in Pakistan with "AA" rating. Bid Security in shape of online transfer, Pay Order / Demand Draft / Cash Deposit Receipt (CDR) issued by Schedule Bank of Pakistan or foreign bank operating / having branch in Pakistan shall also be accepted irrespective of rating.
- 11.3 Online transfer of funds pertaining to bid bond can be made in following accounts:
- i. **For PKR Fund Transfers**  
**Bank Account No: PK65 HABB 0008 7400 1592 3103**  
HBL Corporate Branch, Jinnah Avenue, Blue Area, Islamabad
  - ii. **For Foreign Currency Transfers**  
**US Dollars Bank Account No: PK92 NBPA 2221 0030 1012 4258**  
NBP Corporate Branch, G-5, Islamabad.
- 11.4 The cost incurred for establishing the Bid Bond in the shape of Bank Guarantee or any extension/amendment thereof shall be on the bidder's account.
- 11.5 Any bid not accompanied by the necessary Bid Bond shall be rejected as non-responsive. The Bid Bonds of unsuccessful Bidders will be returned. The Bid Bond of the successful Bidder will be released after the receipt and acceptance of the required Performance Bond, its authentication from the issuing Bank and execution of the Contract.
- 11.6 The Bid Bond may be forfeited:
- 11.6.1 If a bidder withdraws its bid during the period of bid validity.
  - 11.6.2 If bidder submits forged/fake document(s).
  - 11.6.3 If successful bidder fails to furnish performance bond.
  - 11.6.4 If successful bidder fails to sign the Contract or accept the Purchase Order.
  - 11.6.5 Any other reason warranted confiscation of bid bond.
- 11.7 The Bidder/Supplier/Contractor/Agent must particularly note that in case of submission of forged document, withdrawal of bid during bid

validity, fails or refuses to sign purchase order/contract, non-acceptance or meet the purchase/service order's terms & conditions, non-execution of work, non-submission of relevant bank guarantee as per tender terms, non-supplies as per specifications, non-fulfillment of contractual obligations, under performance, non-compliance of contractual obligations vital for execution, repeated non-performance, indulged in corrupt and fraudulent practices, tax evasion, criminal misappropriation by a court of competent authority or any other reason , Bidder/Supplier/Contractor/Agent will be liable to severe punitive action by the Purchaser/OGDCL leading to Blacklisting/Debarment in addition to any other legal action that shall be initiated. The procedure of Blacklisting/Debarment is uploaded on OGDCL's website at following link: <http://ogdcl.com/uploads/tender/BlackListingProcedure.pdf> which is an integral part of this Tender Document.

- 11.8 The Purchaser reserves the right to check authenticity of Bid Bond from the concerned Bank.

#### **14 SIGNING OF DOCUMENTS**

- 14.1 The documents shall be signed by the bidder mentioning name and designation of the person signing or a person(s) duly authorized to bind the bidder to the Contract. Proof of the authorization shall be furnished in the form of a written Power of Attorney which shall accompany the bid.

#### **15 DEADLINE FOR SUBMISSION OF BIDS**

- 15.1 (As mentioned in the tender notice).
- 15.2 In case due date of bids opening falls on holiday, the bids will be opened on next working day.
- 15.3 The Purchaser may, at its discretion, extend the deadline for the submission of bid, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **16 LATE SUBMISSION OF BID BOND**

Any bid bond received by the Purchaser after the prescribed deadline for submission of bid bond shall be rejected and returned un-opened to the Bidder.

#### **18. MODIFICATION AND WITHDRAWAL OF BIDS**

- 18.1 The Bidder may modify or withdraw his bid after submission prior to the prescribed deadline for submission of bids.
- 18.2 No bid shall be modified subsequent to the deadline for submission of bids.
- 18.3 No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this interval may result in forfeiture of the Bidder's Bid Bond.

#### **19. PRELIMINARY EXAMINATION AND CORRECTION OF ERRORS:**

- 19.1 The purchaser will examine the bids to determine whether they are complete whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, whether the bids are generally in order.

- 19.2 Arithmetical errors will be rectified on the following basis:
- i. 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.
  - ii. If there is a discrepancy between words and figures, the amount in words shall prevail.
- 19.3 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the Bidding Documents.

## **20. DETERMINATION OF RESPONSIVENESS**

- 20.1 After opening the bids, the Purchaser will determine whether each bid is substantially responsive to the requirements of Bidding Documents.
- 20.2 For the purpose of this clause, 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 to scope, quality or prescribed delivery schedule or which limits in any substantial way, the Purchaser's right or the Bidders' obligation under the contract.
- 20.3 A bid determined to be non-responsive will be rejected by the Purchaser and shall not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 20.4 The purchaser may waive minor deviation non-conformity 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(s).

## **21. CLARIFICATION OF BIDS:**

To assist in examination, evaluation and comparison of bids, the Purchaser may at its discretion, ask the bidder for a clarification of its bid. All communication shall be made in RFP message board / email and no change in the price or substance of the bid shall be sought, offered or permitted.

## **23 EVALUATION AND COMPARISON OF BIDS**

- 23.1 The Purchaser will evaluate and compare only the substantially responsive bids. To facilitate evaluation and comparison, all bid prices (the amounts payable in various currencies) will be converted to the local currency i.e. Pakistani Rupee or US Dollars at the selling exchange rate officially prescribed by State Bank of Pakistan for similar transaction on the date of opening of bids specified in the tender notice.
- 23.2 The Purchaser's evaluation of a bid will take into account in addition to the bid price, the following factors, in the manner and to the extent indicated in the specifications:-
- a) Financial standing, technical and production capabilities of the bidder(s)
  - b) Delivery Schedule
  - c) The availability of the spares and after sale services
  - d) Reliability and efficiency of the material /equipment offered
  - e) The projected operating and maintenance costs during the life of the equipment and adaptability of the goods offered.

- f) **EVALUATION OF DELIVERY PROPOSED BY BIDDERS.**
- i) The delivery periods of the various items of the group of terms have been indicated in the Schedule of Requirements and the Bidders should adhere to the same .However, the Purchaser will evaluate bid offering delivery period of not **exceeding three months** beyond the specified delivery period as provided in Para (iii) below. Bids offering delivery period in excess of three months beyond the specified period will be rejected.
  - ii) All bids specifying delivery period with in the dates specified in the Tender Documents shall be considered on an equal basis in regard to time of delivery.
  - iii) For the purpose of evaluation of bids delivery beyond those specified (three months ceiling) an amount equivalent to one half of one percent of the quoted price CFR for the foreign Bidders and ex- factory for domestic Bidders of the delayed material will be added for each excess week of delivery for the first six weeks and one percent for each of the subsequent seven weeks.

## **24 BID EVALUATION AND AWARD OF CONTRACT.**

- 24.1 For the purpose of determining the lowest evaluated bid, factors other than price such as guaranteed delivery period, direct installation cost, reliability and efficiency of the equipment, financial standing of the Bidder's repairs facilities etc. will be taken into consideration.
- 24.2 The award of contract shall be made to the Bidder whose bid has been determined to be the lowest evaluated bid, after considering all factors and who meet the appropriate standards of capability and financial responsibilities provided further that the Bidder is determined to be qualified to satisfactorily perform the contract.
- 24.3 The manufacturer must be licensed by API for each group of item being quoted (If applicable).In this regard first and latest API certificates must be submitted with the offer.
- 24.4 The manufacturer must have minimum of five years' experience since the date of API certification in the production of items being quoted (or as specified in RFP). Evidence in this regard should be submitted along with the offer/bid.
- 24.5 An affirmative determination will be a pre-requisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.
- 24.6 The Purchaser shall inform the successful Bidder of its intent to enter into a contract. The contract shall be executed subject to the satisfactory negotiation of the terms and conditions of the contract.
- 24.7 Technical Evaluation Report shall be announced through message board in RFP for the information of all the Bidders. The Bidders may lodge a written complaint for redressal of their grievances and disputes to Dispute Resolution Committee within Seven (07) Days of the announcement of the Technical Evaluation Report and Five (05) Days after announcement of Final/Financial Evaluation Report through message board in RFP. After announcement of Final/Financial Evaluation Report, the

complainant cannot raise any objection on Technical Evaluation Report, provided that the complainant may raise the objection on any part of the Final/Financial Evaluation Report in case where single stage single envelope bidding procedure is adopted. The detail mechanism of Grievance including Form is available at OGDCL website under the Title bar of Tenders, Grievances Committee

**25. QUALIFICATION OF SELECTED BIDDER(S)**

- 25.1 The Purchaser will determine to its satisfaction whether the Bidder(s) selected as having submitted the lowest evaluated, responsive bid is qualified to satisfactorily perform the Contract.
- 25.2 The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualification prepared and submitted with the bid by the Bidder as well as such other information as may be deemed necessary and appropriate.
- 25.3 Any affirmative determination will be prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

**26. DOCUMENTS ESTABLISHING THE BIDDER'S QUALIFICATION TO PERFORM THE CONTRACT.**

- 26.1 The documentary evidence of the Bidder's qualification to perform the Contract, if its bid is accepted, shall establish to the Purchaser's satisfaction:-
  - a) That, in case of a Bidder offering to supply goods under the Contract which the Bidder did not manufacture, or otherwise produce a certificate to the effect that Bidder is authorized by the goods manufacturer or producer to supply the goods to or in the purchaser's Country. Such authority should be attached with the bid.
  - b) That the bidder has the financial, technical and production capability necessary to perform the Contract; and
  - c) That, in case of a Bidder not doing the business within the Purchaser's Country, the bidder is, or will be (if the Contract is awarded to him), represented by an agent in the Country equipped and able to carry out the maintenance, repair and spare parts- stocking obligations prescribed by the Contract.

**27. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

The Purchaser reserve 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 liability to the affected bidder(s) or any obligation to inform the affected Bidder or Bidders of the ground for the Purchaser's action.

## **28. CANVASSING**

Unsolicited advice/clarification and personal approaches by the Bidder at any stage of evaluation are strictly prohibited and shall lead to disqualification.

## **29. PREFERENCE FOR DOMESTICALLY MANUFACTURED GOODS**

29.1 In comparing domestic bids with foreign bids, a margin of preference will be granted to goods manufactured in Pakistan in accordance with the following provisions, provided that the Bidder shall have established to the satisfaction of the Purchaser that the domestic value added is in accordance to the percentage as mentioned in clause No. 29.6 of the ex-factory bid price of such goods. For application of domestic preference, all responsive bids will first be classified into following three categories:-

CATEGORY-I: Bids offering goods manufactured in Pakistan which meet the minimum domestic value added requirement.

CATEGORY-II: Bids offering other goods manufactured in Pakistan  
and

CATEGORY-III Bids offering imported goods.

The purchaser will review each bid to confirm the appropriateness of, or to modify as necessary, the category to which the bid was assigned by the Bidder in preparing it.

29.2 The lowest evaluated bid of each category will then be determined by comparing all evaluated bids in each Category among themselves without taking in to account custom duties and other import taxes levied in connection with the importation, and sales and similar taxes levied in connection with the sale or delivery, pursuant to the bids, of the goods.

29.3 Such lowest evaluated bids shall next be compared with each other and if as a result of this comparison, a bid from Category-I or Category-II found to be lowest, it will be selected for the award of contract.

29.4 If, however, as result of the comparison, under paragraph 29.1 above the lowest bid is found to be from Category-III, it will be further compared with the lowest evaluated bid from Category-I. For the purpose of this further comparison only, an upward price adjustment will be made to the lowest evaluated bid price of Category-III by adding either:-

- i) The amount of the custom duties and other import taxes which an on-exempt importer would have to pay for the importations for the goods offered in such Category-III bid or,
- ii) Fifteen percent (15%) of the CIF bid price of such goods if the custom duties and import taxes referred to in (i) above exceed 15% of the CIF bid price.

If after such comparison, the Category-I bid is determined to be the lowest, it will be selected for the award of contract, if not, the lowest evaluated bid from Category-III will be selected for the award.

29.5 Bidders applying for the preference shall provide all evidence necessary to prove that the goods offered by them were manufactured in Pakistan and the manufacturing cost of such goods includes a domestic value added is in accordance to the percentage as mentioned in Clause No. 29.6 of the ex-factory bid price of the goods.

29.6 As per SRO No. 827(I) 2001 dated 13/12/2001 (copy attached as Annex- K) sub. Section (I) of section 3 of the Imports and Exports (control) Act 1950 (XXXIX of 1950) price preference in Rupees will be accorded to the bidders tendering for engineering goods produced in Pakistan up to a specified percentage (in proportion to the value addition) of the lowest quoted landed cost of an item of foreign origin with similar specification as mentioned in the tender.

i. Provided that:-

- (a) The saving in foreign exchange is not less than the amount of price preference: and
- (b) It is ensured that in each case of such preference, the total import requirements for producing the supplied tendered for locally manufactured items has been duly indicated by the bidders.

ii. Price preference shall be allowed as under:-

- (a) Having minimum of twenty percent value addition through indigenous manufacturing, price preference shall be fifteen percent;
- (b) Having over twenty percent and up to thirty percent value addition through indigenous manufacturing, price preference shall be twenty percent ;and
- (c) Having over thirty percent value addition through indigenous manufacturing, price preference shall be twenty-five percent.

29.7 If the local supplier / manufacturer becomes the lowest evaluated bidder after Price Preference, order will be placed at the prices (Landed Price) quoted by the lowest evaluated international bidder. In case the local bidder does not accede to the request of OGDCL for matching their rate at par with those received from international bidder for particular item (s) then the order will be placed on the lowest evaluated international bidder.

### **30. NOTIFICATION OF AWARD**

The Purchaser within bid validity will notify, the successful bidder(s), in writing that his bid has been accepted. The notification of award will NOT constitute formation of the Contract unless conditions of tender are fully met to the satisfaction of the Purchaser.

### **31. PERFORMANCE BOND/BANK GUARANTTEE**

- 31.1 On acceptance of the bid, the successful bidder shall within 15 days of the receipt of notification of award from the Purchaser/Letter of Award (LOA) , furnish a Performance Bond for an amount equal to 10 % of the value of Contract/Purchase Order in US Dollars or in currency of Bidder (convertible to Pak Rupees) or equivalent Pak Rupees. Extension in Performance Bond (if required), must be submitted in original 15 days before the expiry date otherwise OGDCL may proceed for encashment. The period of validity of the Performance Bond shall be extended if the completion of the Contract/Purchase Order is delayed, whether in whole or in part.
- 31.2 The Bank Guarantee must be in accordance with the standard format as per Annexure-D issued by the Schedule Bank of Pakistan or a foreign bank operating / having branch in Pakistan with "AA" rating. Bid Security in shape of online transfer, Pay Order / Demand Draft / Cash Deposit Receipt (CDR) issued by Schedule Bank of Pakistan or foreign bank operating / having branch in Pakistan shall also be accepted irrespective of rating.
- 31.3 Online transfer of funds pertaining to Performance bond can be made in following accounts:
- i. **For PKR Fund Transfers**  
**Bank Account No: PK65 HABB 0008 7400 1592 3103**  
HBL Corporate Branch, Jinnah Avenue, Blue Area, Islamabad
  - ii. **For Foreign Currency Transfers**  
**US Dollars Bank Account No: PK92 NBPA 2221 0030 1012 4258**  
NBP Corporate Branch, G-5, Islamabad.
- 31.4 The cost incurred for establishing the Performance Bond in the shape of Bank Guarantee or any extension/amendment thereof shall be on contractor's account.
- 31.5 Failure of the successful Bidder to furnish the required Performance Bond shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Bond. The Contract may be awarded to another Bidder or new bids may be called for. Performance bond shall be confiscated in the event of default or non-fulfilment by contractor of his obligations, liabilities, responsibilities or any other reason(s) warranting the confiscation of the Guarantee or in case if any forged or fake documents is found at any stage under the contract/ Purchase Order.
- 31.6 The proceeds of the Bank Guarantee shall be payable to the Purchaser as compensation for any loss resulting from the Contractor's failure to complete its performance obligations under the Contract/ Purchase Order.
- 31.7 Hundred Percent (100%) amount of the Performance Bond in the shape of Bank Guarantee shall remain valid and in full force and effect for a period of 12 months from date of unloading of the last consignment at Karachi Sea/Airport or Islamabad Air Port to secure due performance of the Contract obligation, under the contract / Purchase Order.
- 31.8 The Purchaser reserve the right to check the authenticity of the Performance Bond from the concerned bank.

### **32. JOINT VENTURE**

In the event that the successful Bidder is a Joint Venture formed of two or more companies, the Purchaser will require that the parties to the Joint Venture accept joint and several liabilities for all obligations under the contract.

The bids submitted by a Joint Venture of two or more firms as partner shall comply with the following requirements:

- 32.1 The JV Agreement shall be signed and provided with the technical bid so as to be legal binding on all partners.
- 32.2 One of the partners shall be nominated, as being in charge (Lead Partner) and its authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
- 32.3 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.
- 32.4 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.

### **33. SIGNING OF CONTRACT:**

At the same time that the successful Bidder is notified that his bid has been accepted the Purchaser will issue Purchase Order incorporating all terms & conditions and same will be sent to the Bidder for acceptance.

At the same time that the successful Bidder is notified that his bid has been accepted and his Performance Bond is received by the Purchaser, the Contract incorporating all terms and conditions will be sent to the Bidder for execution.

Letter of Credit shall only be established after receipt of acceptance of Purchase Order and authentication of Performance Bond submitted by the Bidder as per OGDCL's requirement.

### **34. CRITERIA FOR SUMMARY REJECTION**

Any bid not meeting the following criteria, shall likely to be considered as non-responsive for further evaluation:

- 34.1 The bids must be prepared in the English language.
- 34.2 The firm prices shall be quoted on CFR/CPT Karachi basis as required in the in RFP.
- 34.3 The bids must be based on firm prices and not on any price adjustable formula.
- 34.4 Bidding Form duly filled in, signed and stamped as per Annexure-B, (without prices with Technical Bid For this purpose, Bidder may either use the photocopies of the format provided in Tender Documents or may reproduce the same on his own letter head filling in blanks and signing and stamping them in original.
- 34.5 Original Bid Bond for the amount mentioned in the RFP as per OGDCL's requirement must be submitted.

- 34.6 The bids must be valid for 180 days or as specified in RFP.
- 34.7 Data Summary Sheet duly filled in, signed and stamped as per Annexure-E without prices with Technical Bid
- 34.8 Bid must be accompanied by an Affidavit (Form 4) of Tender Document on non-judicial paper or company letterhead.
- 34.9 Bid must be accompanied with Corporate & Financial Information (Annexure-J) of tender document.
- 34.10 Bid must be accompanied with Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts (Annexure-L). In case of failure to provide the required information of the beneficial ownership by the company or submission of false or partial information, OGDCL shall:
- i. Blacklist the said company in accordance with rule 19(1) (a) of Public procurement Rules, 2004.
  - ii. Reject the bid of the said company.
- 34.11 The technical bid received showing prices under single stage two envelop bidding procedure will be rejected.

**35. COMPOSITE CONTRACTS**

Composite contract here means, CFR/CPT contracts/purchase order primarily dealing with foreign supply of material along with local services.

**36. CLARIFICATION OF BIDDING DOCUMENTS**

The bidders are expected to carefully examine all instruction, forms specification in the bidding documents. Any bidder in doubt as to the exact meaning or interpretation of any part of the bidding documents must immediately seek clarification from purchaser. All vendors, suppliers, contractors, consultants and alike are encouraged to inform the Managing Director / Chief Executive Officer and Head of Department in case where any OGDCL employee asks for any type of favour whether monetary or in kind. You can contact the MD/CEO and Heads of Department on the following addresses, phone numbers, faxes or e-mail:

MD/CEO Oil & Gas Development Company Limited OGDCL House, Islamabad TelNo.051-9209701 FaxNo.051-9209708 E-mail:ceo@ogdcl.com	A / General Manager Supply Chain Management Department OGDCL House, Islamabad TelNo.051-920023540 E-Mail: <a href="mailto:ejaz_rizvi@ogdcl.com">ejaz_rizvi@ogdcl.com</a>
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**A / GENERAL MANAGER (SCM)**  
**OIL & GAS DEVELOPMENT COMPANY LIMITED**  
**PHONE: 0092-51-920023652**  
**EMAIL: ejaz\_rizvi@ogdcl.com**

## **PART-B**

### **SECTION-II**

#### **CONDITIONS OF CONTRACT "GENERAL"**

##### **1. DEFINITIONS**

In this contract, the following terms shall be interpreted as indicated:

- 1.1 The "Purchaser" means the Organization purchasing the goods i.e. Oil & Gas Development Company Limited.
- 1.2 The "Contractor" means the individual or firms elected to supply goods/perform services under the Contract/Purchase Order.
- 1.3 "The Goods" means all equipment, machinery, and / or other material, which the Contractor is required to supply to the Purchaser under this Contract /Purchase Order.
- 1.4 The "Contract" means the agreement entered into between the Purchaser and the Contractor as recorded in the Contract Documents including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.5 "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of his contractual obligations.

##### **2. APPLICATION**

The general conditions shall apply to any Contract made by the Oil & Gas Development Company, for the procurement of goods/material.

##### **3. COUNTRY OF ORIGIN**

- 3.1 All goods and ancillary services supplied under the Contract shall have their origin in the countries maintaining bilateral relations with Islamic Republic of Pakistan.
- 3.2 For purposes of this clause, "Origin" means the place where the goods were mined, grown or produced, or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product result which is substantially different in basic characteristics or in purpose or utility from its components.

##### **4. STANDARDS**

The goods supplied under this Contract shall conform to the Standards mentioned in the technical specifications. In each case where reference is made to any specified National or International Standards. Other recognized and authoritative Standards ensuring equal or higher quality will also be acceptable. In case your offer conforms to Standards other than stipulated in the ITB you are required to submit along with your bid one copy of the Standards in English Language and evidence that Standard used is a recognized and authoritative Standard, which ensures equal or higher quality. Your bid shall be declared non-responsive and rejected if you don't submit required evidence and a copy of such Standards in English Language with your bid. In case where metric or foot-pounds-second (F.P.S) system is specified only those Standards will be considered.

## **5. USE OF CONTRACT DOCUMENTS AND INFORMATION**

- 5.1 The Contractor shall not, without the Purchaser's prior written consent, disclose the Contract, or any provisions thereof, or any specifications, plan, drawing pattern, sample of information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2 The Contractor shall not, without the Purchaser's prior consent, make use of any document or information enumerated in clause 5.1, except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in clause 5.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Contractor's performance under the Contract.

## **6. PERFORMANCE BOND/BANK GUARANTEE**

- 6.1 On acceptance of the bid, the successful bidder shall within 15 days of the receipt of notification of award from the Purchaser/Letter of Intent (LOI) , furnish a Performance Bond for an amount equal to 10 % of the value of Contract/Purchase Order in US Dollars or in currency of Bidder (convertible to Pak Rupees) or equivalent Pak Rupees. Extension in Performance Bond (if required), must be submitted in original 15 days before the expiry date otherwise OGDCL may proceed for encashment. The period of validity of the Performance Bond shall be extended if the completion of the Contract/Purchase Order is delayed, whether in whole or in part.
- 6.2 The Bank Guarantee must be in accordance with the standard format as per Annexure-D issued by the Schedule Bank of Pakistan or a foreign bank operating / having branch in Pakistan with "AA" rating. Bid Security in shape of online transfer, Pay Order / Demand Draft / Cash Deposit Receipt (CDR) issued by Schedule Bank of Pakistan or foreign bank operating / having branch in Pakistan shall also be accepted irrespective of rating.
- 6.3 The cost incurred for establishing the Performance Bond in the shape of Bank Guarantee or any extension/amendment thereof shall be on contractor's account.
- 6.4 Failure of the successful Bidder to furnish the required Performance Bond shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Bond. The Contract may be awarded to another Bidder or new bids may be called for. Performance bond shall be confiscated in the event of default or non-fulfilment by contractor of his obligations, liabilities, responsibilities or any other reason(s) warranting the confiscation of the Guarantee or in case if any forged or fake documents is found at any stage under the contract/ Purchase Order.
- 6.5 The proceeds of the Bank Guarantee shall be payable to the Purchaser as compensation for any loss resulting from the Contractor's failure to complete its performance obligations under the Contract/ Purchase Order.
- 6.6 Hundred Percent (100%) amount of the Performance Bond in the shape of Bank Guarantee shall remain valid and in full force and effect for a period of 12 months from date of unloading of the last consignment at Karachi Sea/Airport or Islamabad Air Port to secure due performance of the Contract obligation, under the contract / Purchase Order.
- 6.7 The Purchaser reserve the right to check the authenticity of the Performance Bond from the concerned bank.

## **7. INSPECTION AND TEST**

- 7.1 The purchaser or his representative shall have the right to inspect and / or test the goods to confirm their conformity to the Contract / Purchase Order

specification.

- 7.2 The inspection and the tests may be conducted in the premises of the Contractor or his sub-contractor(s) at point of delivery and / or the Good's final destination. Where conducted on the premises of the Contractor or his sub-contractor(s), all reasonable facilities and assistance including access to drawings and production data shall be furnished to the Inspector(s) at no charge to the Purchaser.
- 7.3 Should any tested or inspected goods fail to conform to the specification, the Purchaser may reject them and the Contractor shall either replace the rejected Goods or make all alterations necessary to meet specification requirements.
- 7.4 The Purchaser's right to inspect, test and, where necessary reject delivery after the Good's arrival in Pakistan shall in no way be limited or waived by reasons of the Goods having previously been inspected, tested and passed prior to the Goods shipment from the country of origin.
- 7.5 Nothing in this clause shall in any way release the Contractor from any Warranty or other obligations under this Contract.

## **8. PACKING**

- 8.1 The Contractor shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit taking into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit. More specifically packing and storage during shipment should conform to the minimum standard given in the material lists.
- 8.2 The packing, marking and documentation within and outside the package shall comply strictly with such special requirements as shall be expressly provided for in the Contract and, in any subsequent instruction issued by the Purchaser.

## **9. DELIVERY**

- 9.1 Delivery of the goods shall be made by the Contract or in accordance with the terms specified in the Conditions of Contract "Special", and Goods shall remain at the risk of the Contract or until delivery has been completed.
- 9.2 Delivery shall be deemed to have been made when a clean original Master Bill of Lading / Air way Bill (As the case may be) together with all such documentation as shall be specified in the Conditions of Contract "Special" have been submitted to the Purchaser. Partial shipment(s) within the delivery period(s) will be acceptable.

## **10. INSURANCE**

All goods supplied under the Contract shall be fully insured against loss or damage. Insurance shall be responsibility of the Contract or until delivery has been made upon which insurance will be arranged by Purchaser.

Insurance of equipment / material to be provided on rental and the personnel deputed for the services shall be the responsibility of the contractor at no charge to the Purchaser.

## **11. TRANSPORTATION**

Transportation of equipment / material (consignments) will be arranged through any first available Conference Liner/Airline from the specified port / Airport of embarkation to Karachi/Islamabad port if Contract is awarded on CFR/CPT basis. Therefore, the Bidders are advised to specify the name of

port(s) of embarkation of the goods/equipment/material.

It will be the responsibility of the contractor and their forwarding agent to ensure that the material ordered against contract must not be shipped on deck. In case if shipment is required to be made on deck prior approval form the Purchaser, must be obtained in writing and if allowed it must be ensured that the equipment/material must have been properly packed/lashed to avoid any damage as prescribed.

## **12. DUTIES/TAXES (FOR MATERIAL SUPPLY ONLY)**

Import / Custom Duties and other taxes, if any, levied by the Purchaser's country on the goods/material/equipment supplied shall be paid by the Purchaser and should not be included in the quoted price.

Custom/Import duties, and other charges for import / export of contractor's employees personnel effects shall be paid by the Contractor.

The Contractor shall be entirely responsible for all taxes, stamp duties and other such levies imposed outside the Purchaser's country.

### **TAX CLAUSE FOR COMPOSITE CONTRACTS**

- i. All taxes (on goods and / or services) on the income or payments to the contractor arising, accruing or resulting under the contract, whether present or future, assessed or payable inside or outside Pakistan shall be the exclusive responsibility of the contractor or its sub-contractor(s). Company i.e. OGDCL, in order to discharge its responsibilities as withholding agent shall withhold income tax from the payments to the contractor within the contract value at the rates applicable at the time of payments.
- ii. Where applicable under the relevant double taxation treaty, on the request of contractor, OGDCL can arrange to file notice to FBR u/s 152(5) through its tax consultant for making payments under contract without deduction of withholding tax. The contractor will be responsible for timely provision of any documents required by FBR in connection with the notice. The decision of FBR against the notice will be final and OGDCL will withhold taxes accordingly. However, the contractor may file a revision application to FBR or contest the matter in court through its own resources.
- iii. Local Manufacturer/Bidder claiming price preference as per S.R.O 827(I)/2001 to quote the prices on Ex- OGDCL's Site Basis inclusive of all applicable taxes, duties, fees, levies etc.
  - a) Import of plant and machinery under SRO 678(I)/2004 dated August 7, 2004 for exploration and Production Companies are fully exempt from levy of sales tax under Sales Tax Act, 1990 subject to conditions mentioned therein. The Contractor would be responsible to fulfill related formalities for import of plant and machinery under SRO 678 (I)/2004 dated August 7, 2004.
  - b) Sales tax on goods/ services is applicable in Pakistan under federal/provincial sales tax laws. The contractor being registered with respective federal/provincial revenue authority of Pakistan is entitled to charge applicable standard rate of sales tax over and above its bid price and will be responsible for the payment of such sales tax to the respective revenue authority as per the prevailing federal/provincial sales tax laws. OGDCL being the withholding agent shall withhold sales tax from the contractor (whether registered or unregistered), as per respective Federal / Provincial sales tax withholding rules.
- iv. Any indirect tax including value added tax, sales tax etc. present or future, applicable outside Pakistan shall be exclusive responsibility of the Contractor.
- v. The Contractor shall be responsible for income tax and all other taxes levied on the Contractor's and its sub-contractor's expatriate personnel, their social security obligations and contributions regardless of whether such contributions are levied on employer or employee or both in Pakistan or outside Pakistan.

- vi. In case any dispute arises between the Company and the Contractor regarding applicability of withholding taxes including income or sales tax concerning interpretation of relevant legal provisions, the matter will be referred to the tax consultant of the Company. The company will withhold/ charge tax in accordance with the opinion of the tax consultant unless the Contractor produces a specific directive/ order to the contrary from FBR / concerned revenue authority / court of law.
- vii. The Contractor shall indemnify OGDCL against any exposure suffered by the company from Government authorities/ Federal or provincial tax authorities due to any act or omission in relation to deduction/ charging/ withholding of any tax from the invoices of contractor.
- viii. The Contractor shall also indemnify OGDCL against any claim which might occur due to non-compliance by Contractor of any legal obligation regarding taxes, duties, fees, levies, or other charges, including taxes on income and sales tax in Pakistan and any other payments due to the Federal or Provincial Governments, their agencies or any other relevant authority.
- ix. The Contractor shall keep OGDCL informed of the steps taken by it to discharge its income / sales tax obligations under the Contract and provide supporting documents whenever required by the OGDCL.
- x. The above clauses relating to payment of taxes would prevail notwithstanding a contrary expression reflected in any other clause of the contract.

### **13. WARRANTY**

- 13.1 The contractor warrants to Purchaser that the goods supplied under the contract will comply strictly with the contract, shall be first class in every particular case and shall be free from defect. The contract or further warrants to Purchaser that all material, equipment and supplies furnished by the contractor or its subcontractors for the purpose of the goods will be new, merchantable of the most suitable grade, and fit for their intended purposes.
- 13.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof, as the case may be, have been delivered and commissioned or for eighteen (18) months after the date of shipment from the port of loading in the country of origin, whichever period concluded earlier.
- 13.3 The purchaser shall promptly notify the contractor in writing of any claim arising under this warranty.
- 13.4 Upon receipt of such notice, the contractor shall promptly repair or replace the defective goods or parts thereof, without cost to the purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced goods or part from the port of entry to the final destination.
- 13.5 Without prejudice to Clauses 13.2 & 13.4 above, the contractor shall promptly correct, at no cost to the PURCHASER, any defect in any work of correction performed pursuant to Clauses 13.2 & 13.4 above, upon receipt of written notice of defect within three (3) months from acceptance of the corrected defect or any extension thereof which may be mutually agreed upon.
- 13.6 If the contractor, having been notified, fails to remedy the defect(s) in accordance with the contract, the purchaser may proceed to take such remedial action as may be necessary, at the contractor's expense. The contractor's warranty pursuant to this Clause 13 is without prejudice to any other rights or remedies which the Purchaser may have against the contract or under the contract.

### **14. PAYMENT**

The method, type and currencies of payment made to the Contractor under this Contract are specified in Conditions of Contract "Special".

**15. PRICE**

Prices / Rates charged by the Contractor for goods delivered under the Contract shall not vary from the prices/rates quoted by the Contractor in his bid.

**16. AGENCY COMMISSION**

The Purchaser will not pay any commission to any Contractor/Bidder or his local agent against this tender and / or resulting Contract in local or foreign currency what-so-ever.

**17. AMENDMENTS**

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**18. SPARE PARTS**

The Contractor is required to provide materials and notifications pertaining to spare parts manufactured or distributed by the Contractor as mentioned in the Conditions of Contract "Special".

**19. TERMINATION FOR DEFAULT**

19.1 The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, terminate this Contract in whole or in part provided that:

- a) The Contractor fails to deliver any or all of the goods with in the time periods(s) specified in the Contract, or any extension thereof granted by the Purchaser; or
- b) The Contractor fails to perform any other obligations(s) under the Contract, and provided that the Contractor in either of the above cases doesn't remedy his failure within a period of ten days (or such longer period as the Purchaser may authorize in writing) after receipt of a notice of default from the Purchaser.

19.2 In the event, the Purchaser terminates the Contract in whole or in part the Purchaser may procure, in such a manner as he deems appropriate, goods similar to those undelivered from any alternate source and the Contractor shall be liable to any excess cost for such similar goods/services which may be deducted from his Bank Guarantee or payment(s).

**20. FORCE MAJURE**

20.1 The Contractor shall not be liable for forfeiture of his Performance Bond, Liquidated damages or termination for default if, and to the extent that, his delay in performance or other failure to perform his obligations under the Contract, are the result of an event of Force Majeure i.e. causes such as natural calamities, war military action, fire as well as other circumstances proved beyond the reasonable control of the Contractor, which may impede the fulfillment of the obligations under this contract.

20.2 The Contractor shall notify the Purchaser promptly of the occurrence of Force Majeure and submit this case in writing within 15 days of such occurrence.

20.3 If any of the parties is prevented to fulfill his assumed obligations by Force Majeure of constant duration of at least one month, the parties shall meet for negotiation. If no satisfactory agreement is reached within a period of total two months from commencement of the Force Majeure conditions, either party shall have the right to cancel the Contract with immediate effect.

**21. RESOLUTION OF DISPUTES**

21.1 If any question, difference or dispute shall arise under this Contract regarding

which the parties are unable to agree, such matter may be referred for arbitration. This includes without limitation, the question of whether one or the other is in default and what action, if any, shall be taken to remedy such default. Either party may notify the other in writing specifying the nature of dispute and designating one of the arbitration to whom such dispute shall be referred to requesting that the other party give notice in writing with in thirty (30) days after the designation of the second arbitrator. The arbitrators shall within thirty (30) days appoint an umpire whose decision with respect to the dispute shall govern in the event that the arbitrators shall fail to agree.

- 21.2 In the event that no second arbitrator is designated within the time specified, the first arbitrator shall have full and complete power to determine the dispute. Arbitration award shall be final and binding on all parties. It is further agreed that such arbitration shall be precedent to any action of law and that the provisions of the Pakistan Arbitration Act 1940, and the rules framed thereunder shall apply to the arbitration proceedings. The venue of the arbitration proceedings shall be in Pakistan.
- 21.3 The expenses of any arbitration hereunder shall be charged equally to the parties to the dispute unless the award of the arbitrator, the arbitrators, or the umpire, as the case may be, shall otherwise provide.

## **22. APPLICABLE LAW**

- 22.1 The Contract shall be interpreted in accordance with the law applicable in the Islamic Republic of Pakistan.

## **23. SUB CONTRACTS**

- 23.1 The contractor shall not sub-contract all or any part of the contract without first obtaining the Purchaser's approval in writing of the sub-contracting and the sub-contractor.
- 23.2 The Contractor shall notify in writing of all sub-contracts awarded under this Contract. Such notification shall not relive the Contractor from any liability or obligation under the Contract.
- 23.3 The Contractor guarantees that any and all sub-contractors of the contractor for performance of any part of the work under the contract will comply fully with the terms of the contract applicable to such part of the work under the contract.

## **24. PATENT RIGHT**

The Contractor shall indemnify and hold the Purchaser harmless against all third- party claims of infringements of patent, trademark or industrial design rights arising from use of the goods or any part thereof.

## **25. TERMINATION FOR INSOLVENCY**

The Purchaser may at any time terminate the contract by giving written notice to the contractor, without compensation to the contractor, if the contractor becomes bankrupt, insolvent or otherwise dissolved. Notwithstanding the above, such termination will not prejudice or affect any right of action or remedy which will accrue thereafter to the Purchaser.

## **26. DELAY IN THE SUPPLIER'S PERFORMANCE**

- 26.1 Delivery of the goods shall be made by the Contractor in accordance with the time schedule specified in the Conditions of Contract/Purchase Order.
- 26.2 Any unjustified prolonged delay by the Contractor in the performance of his delivery obligations shall render the Contract liable to any or all of the following sanctions:

- Imposition of liquidated damages;
- Forfeiture of performance security/bond
- And/ or termination of the Contract for default.

26.3 If in any time during performance of the Contract, the Contractor or his sub-contractors (s) should encounter conditions impeding timely delivery of the goods, the Contractor shall promptly notify the Purchaser in writing of the facts of the delay, likely duration and causes(s). After receipt of such notice, Contractor's case shall be evaluated for any possible extension in time for performance of the Contract. Any extension granted shall be ratified by the parties by amendment in the Contract/Purchase Order.

## **27. LIQUIDATED DAMAGES**

a) If the contractor fails to deliver any or all of the goods within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to other remedies under the contract, deduct from the contract price / Bank Guarantee as liquidated damages, a sum not more than 0.5% of the contract price per week or part thereof for first four weeks, 1.00% per week for next four weeks and 1.5% per week exceeding four weeks up to maximum extent of **10%** of the contract value.

b) In case the Purchaser is satisfied that the delayed / defective shipment was due to some mistake or circumstances beyond control of the contractor and the contractor has not intentionally or negligently contributed in the delay, the Purchaser may impose Liquidated Damages for not more than a sum equivalent to 0.5% of the delayed or defective shipment per week or part thereof for first two weeks, 1.00 % per week for next three weeks and 1.5% per week exceeding five weeks but not exceeding **10%** of the contract value of the delayed/ defective shipment provided that the contractor takes immediate remedial measures for the replacement of defective shipment and takes prompt steps to mitigate the delay. The Purchaser may however, impose Liquidated Damages as per (a) above if the delayed or defective shipment has affected the project completion schedule or has resulted in production losses.

c) Even after imposition of LDs, if the supplier fails to materialize the delivery (material and or services); the Purchaser reserves the right to cancel Purchase order/contract/LC and to forfeit the Guarantee (if applicable) after intimating the supplier for such cancellation /forfeiture.

## **28. LIMITATION OF LIABILITY**

Except in cases of criminal negligence or willful conduct, and in the case of infringement,

a) The supplier shall not be liable to the Procuring Agency, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Agency; and

b) The aggregate liability of the Supplier to the Procuring Agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Procuring Agency with respect to patent infringement".

**PART-B**

**SECTION-III**

**CONDITIONS OF CONTRACT**  
**"SPECIAL"**

**1. PERFORMANCE BOND/BANK GUARANTEE**

1.1 On acceptance of the bid, the successful bidder shall within 15 days of the receipt of notification of award from the Purchaser/Letter of Intent (LOI) , furnish a Performance Bond for an amount equal to 10 % of the value of Contract/Purchase Order in US Dollars or in currency of Bidder (convertible to Pak Rupees) or equivalent Pak Rupees. Extension in Performance Bond (if required), must be submitted in original 15 days before the expiry date otherwise OGDCL may proceed for encashment. The period of validity of the Performance Bond shall be extended if the completion of the Contract/Purchase Order is delayed, whether in whole or in part.

1.2 The Bank Guarantee must be in accordance with the standard format as per Annexure-D issued by the Schedule Bank of Pakistan or a foreign bank operating / having branch in Pakistan with "AA" rating. Bid Security in shape of online transfer, Pay Order / Demand Draft / Cash Deposit Receipt (CDR) issued by Schedule Bank of Pakistan or foreign bank operating / having branch in Pakistan shall also be accepted irrespective of rating.

1.3 Online transfer of funds pertaining to Performance bond can be made in following accounts:

**i. For PKR Fund Transfers**

**Bank Account No: PK65 HABB 0008 7400 1592 3103**

HBL Corporate Branch, Jinnah Avenue, Blue Area, Islamabad

**ii. For Foreign Currency Transfers**

**US Dollars Bank Account No: PK92 NBPA 2221 0030 1012 4258**

NBP Corporate Branch, G-5, Islamabad.

1.4 The cost incurred for establishing the Performance Bond in the shape of Bank Guarantee or any extension/amendment thereof shall be on contractor's account.

1.5 The Bank Guarantee must be in accordance with the standard format as per Annexure-D. The cost incurred for establishing the Performance Bond in the shape of Bank Guarantee or any extension/amendment thereof shall be on contractor's account.

1.6 Failure of the successful Bidder to furnish the required Performance Bond shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Bond. The Contract may be awarded to another Bidder or new bids may be called for. Performance bond shall be confiscated in the event of default or non-fulfilment by contractor of his obligations, liabilities, responsibilities or any other reason(s) warranting the confiscation of the Guarantee or in case if any forged or fake documents is found at any stage under the contract/ Purchase Order.

1.7 The proceeds of the Bank Guarantee shall be payable to the Purchaser as compensation for any loss resulting from the Contractor's failure to complete its performance obligations under the Contract/ Purchase Order.

1.8 Hundred Percent (100%) amount of the Performance Bond in the shape of Bank Guarantee shall remain valid and in full force and effect for a period of 12 months from date of unloading of the last consignment at Karachi Sea/Airport or Islamabad Air Port to secure due performance of the Contract obligation, under the contract / Purchase Order.

1.9 The Purchaser reserve the right to check the authenticity of the Performance Bond from the concerned bank.

## **2. DELIVERY**

- 2.1 Delivery is the essence of the Contract and in order to meet the schedules of the operations of the projects, deliveries must be made as indicated in the material list, from the date the Letter of Credit is established. Partial shipment within the delivery period shall be permitted.
- 2.2 Upon each shipment of the whole or part of the goods, copy of the following documents shall be submitted by the Contractor:-
- Original Clean Master Bill of Lading/Original Clean Master Airway Bill on Freight Pre-Paid Basis signed by the carrier or their authorized agent showing clean shipped on board / Master Airway Bill on Freight Pre-Paid Basis signed by the carrier or their authorized agent showing clean shipped on board (As the case may be)
  - Packing list.
  - Certificate and list of measurement and weight (gross/net).
  - Mill inspection/quality Certificate (in case of chemicals).
  - Certificate of origin.
  - Original detailed invoice showing commodity, description, quantity, unit price and total price strictly in line with contract.
- 2.3 The above documents should be received by Manager (SCM) Foreign at least 03 days before arrival of the goods at the Karachi Port / Airport and if not so received, the Contractor will be responsible for any expenses resulting from any delay in customs clearance caused thereby and extension of the period of insurance coverage by corresponding period of delay.

## **3. SPARE PARTS**

The Contractor shall have proposed in his list of recommended spare parts where so required, necessary for the satisfactory operation and maintenance for the period specified in Schedule of Requirement Annexure-A, of the equipment/ goods supplied under the Contract. The Purchaser shall have the right to purchase all of the recommended spare parts at the unit price quoted within six (6) months of the date of Contract.

## **4. PAYMENT**

Payment to the Contractor in foreign currency shall be made by establishing in favour of the Contractor or an irrevocable Letter of Credit (herein after called the L/C). Payment (s) under the L/C will be made for CFR/CPT (As the case may be) price of goods of each shipment upon submission of the shipping and other documents as in Clause-2.

## **5. CHARGES FOR L/C ESTABLISHMENT/AMENDMENT**

The Bank Charges for establishment of L/C additional confirmation and any subsequent amendments in L/C will be borne as follows:-

- a) All charges of the credit opening Bank for Credit opening will be borne by the PURCHASER.
- b) All charges of the Corresponding Bank such as negotiation of documents, adding confirmation to credit etc. will be to the account of beneficiary/Contractor.
- c) All Bank charges (local & foreign) for any amendment in L/C or extension in shipment period will be to the account of Contractor.

## **6. PURCHASER'S RIGHT TO AMEND, MODIFY OR TO CANCEL THE CONTRACT/AGREEMENT**

- 6.1 The prospective Bidders must particularly note that Purchaser reserves the right to amend, modify or cancel the Purchase Order/Contract/agreement if warranted by the operational requirement/limitations.

**ANNEXURE – “B”**

**FORM OF TENDER OR BIDDING FORM**

Dated: \_\_\_\_\_

Tender Enquiry No. \_\_\_\_\_

To, Oil & Gas Development Company Limited  
OGDCL House, Jinnah Avenue, Blue Area,  
Islamabad, Pakistan.

Gentlemen,

1. Having Examined the Conditions of Contract and specifications, the receipt of which is hereby acknowledged we, the \_\_\_\_\_ undersigned, offer to supply & deliver \_\_\_\_\_ in conformity with drawings, conditions of contract / Purchase Order and specifications in the quoted price
2. If our Bid is accepted we shall commence delivery within \_\_\_\_\_ days and Complete delivery of all the items specified in the Tender Document/Purchase Order/Contract within \_\_\_\_\_ Days from the date of establishment of Letter of Credit.
3. If our tender is accepted we shall obtain the Guarantee of a Scheduled Bank to be jointly and severally bound with us in a sum not exceeding ten percent (10%) of the Contract / Purchase Order price for due performance of the Contract as per format at Annexure “D”.
4. We agree to abide by this Tender for the period of one hundred and twenty (180) days (or as mentioned in RFP) from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extension there of agreed by us.
5. Until a formal Agreement is prepared and executed, this Bid, together with your acceptance thereof, shall constitute a binding Contract between us.
6. We understand that you are not bound to accept the lowest or any tender you may receive.
7. We accept the Terms & Conditions (General and Special of Tender Document) and L/C enclosed as Appendix-I.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

Signature \_\_\_\_\_ in the

Capacity of \_\_\_\_\_

Duly authorized to sign Tenders for and on behalf of

---

(Name of the firm in block capitals)

Address \_\_\_\_\_

Fax \_\_\_\_\_ Telephone \_\_\_\_\_

Witness:-

1. \_\_\_\_\_

2. \_\_\_\_\_

Signature

**BIDBOND**

Oil & Gas Development Company Limited,  
OGDCL House, Jinnah Avenue,  
Blue Area, Islamabad.

Guarantee No.....  
Date of issue.....  
Date of expiry.....  
Amount.....

Dear Sir,

In consideration of M/S.....herein after called  
"THE BIDDER" having submitted the accompanying Bid with reference to OGDCL tender  
enquiry No. **PROC**..... and in consideration of value received form (the Bidder  
above), we hereby agree to undertake as follows:

1. To make unconditional, immediate and forthwith payment of the sum of ( ) upon your FIRST and SIMPLE written demand without Further recourse, question, query, deferment, contestation or reference to the bidder, account party or any other person in the event of the withdrawal of the aforesaid bid by the BIDDER before the end of the period specified in the Bid after the opening of the same for the validity thereof or if no such period be specified, within 210 days after the said opening or if the Bidder, having been notified of the acceptance of his bid by the Company during the period of bid validity:

i. Fails, refuses or delays to accept/execute purchase order as per Tender/Contract's terms & conditions.

OR

ii. Fails, refuses or delays to sign/execute the Contract as per Tender/Contract's terms & conditions.

OR

iii. Fails, refuses or delays to furnish Performance Bond and/or Advance Bank Guarantees.

OR

iv. Submit forged /fake document(s) in support of their bid.

2. To accept written intimation from you as conclusive, sufficient and final evidence of the existence of a default of non-compliance, breach or default as aforesaid on the part of the BIDDER and to make payment immediately and forthwith upon receipt of your FIRST and SIMPLE written intimation.

3. No grant of time or other indulgence to, or composition or arrangement with the BIDDER in respect of the aforesaid Bid with or without notice to us shall affect this Guarantee and our liabilities and commitments here under.

4. This is an independent and direct obligations guarantee and shall be binding on us and our successor in interest and shall be irrevocable.

5. The Guarantor Bank warrants and represents that it is fully authorized, empowered and competent to issue this guarantee.

**Yours faithfully,**

**(BANKERS)**

**ANNEXURE-D**

**PERFORMANCE BANK GUARANTEE**

Oil & Gas Development  
Company Limited OGDCL  
House, Jinnah Avenue, Blue  
Area, Islamabad, (Pakistan)

Dear Sir, \_\_\_\_\_ in the sum of \_\_\_\_\_

Ref; our Bank Guarantee No. \_\_\_\_\_

\_\_\_\_\_ Account \_\_\_\_\_ in  
consideration of you having entered into Purchase Order/Contract No.  
**PROC-F** with \_\_\_\_\_

called Contractor and in consideration for value received from CONTRACTOR. We hereby agree and undertake as followings:

- 1 To make unconditional, immediate and forthwith payment to you as called upon of an amount (equivalent to 10% of total contract/purchase order value) mentioned in the said contract/Purchase Order, on your written FIRST and SIMPLE demand without further recourse, question, query, deferment, contestation or reference to CONTRACTOR or any other person in the event of default, non-performance or non-fulfillment by CONTRACTOR of his obligations, liabilities, responsibilities or in case if any forged or fake documents are found at any stage under the said contract of which you shall be the sole and absolute judge.
- 2 To accept written intimation from you as conclusive and sufficient and final evidence of the existence of the default or breach as aforesaid on the part of CONTRACTOR and to make payment immediately and forthwith upon receipt of your FIRST and SIMPLE written demand.
- 3 To keep this Guarantee in full force from the date hereof until \_\_\_\_\_ from the date of issuance.
- 4 DEMURRAGE DUE TO DELAY IN RECEIPT/NEGOTIATION OF ORIGINAL SHIPPING DOCUMENTS.  
If clean documents are not negotiated within Negotiation Period allowed in Letter of Credit or documents are withheld by Bank on account of any discrepancy:
  - If the Demurrage, if any incurred due to late negotiation of the Clean Documents and paid by OGDCL will be realized from the beneficiary of L/C, by encashing this Performance Bond to the extent of demurrage amount. In case demurrage amount exceeds the total value of this Performance Bond the balance amount will be payable by the beneficiary.
- 5 That no grant of time or other indulgence to, amendment in the terms of the Contract by agreement between the parties, or imposition or Agreement with CONTRACTOR in respect of the performance of his obligations under the said Agreement, with or without notice to us, shall in any manner discharge or otherwise affect this Guarantee and our liabilities and commitments thereunder.
- 6 This is an independent and direct obligation guarantee and shall be binding on us and our successors interest and shall be Irrevocable.
- 7 This guarantee shall not be affected by any change in the constitution of the Guarantor Bank or the constitution of the Contractor.
- 8 The Guarantor Bank warrants and represents that it is fully authorized, empowered and competent to issue this guarantee.

(BA NK ERS)

**(To be submitted on Letter Head)**

**DATA SUMMARY SHEET**

Following information regarding each group of items must be stated categorically:-

COMPLETE NAME AND ADDRESS  
OF MANUFACTURE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMPLETE NAME AND  
ADDRESS OF L/C BENEFICIARY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME AND ADDRESS  
OF LOCAL AGENT IN PAKISTAN (IF ANY)

\_\_\_\_\_

COUNTRY OF ORIGIN:

\_\_\_\_\_

PORT OF SHIPMENT

\_\_\_\_\_

VALIDITY OF BID:

\_\_\_\_\_

DELIVERY PERIOD:

\_\_\_\_\_

BID BOND ATTACHED WITH  
THE TECHNICAL BID

Yes

No

AMOUNT OF BID BOND:

\_\_\_\_\_

BANK NAME OF LC BENEFICIARY,

\_\_\_\_\_

COMPLETE ADDRESS &

ACCOUNT NO., IBAN & SWIFT:

\_\_\_\_\_

[Signature & Seal of the Foreign Principal/Bidder]

**DECLARATION**

**(To be filled/signed/stamped by the prospective bidder  
i.e. principal and by the Local Agent on their Letter Head)**

The Prospective Bidder will have to certify that;

- Their Firm / Company /Local Agent with current or any other title & style have not been involved in any manner or kind of litigation with OGDCL.
- Wrong declaration to above fact will be liable to legal proceedings including but not limited to confiscation of Bid Bond / Performance Bond & Blacklisting of Firm (the Principal) and also Local Agent

Sign/Name: \_\_\_\_\_

Principal's Name/Address: \_\_\_\_\_

\_\_\_\_\_  
Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Stamp: \_\_\_\_\_

Sign/Name:  
\_\_\_\_\_

Local Agent's Name/Address: \_\_\_\_\_

\_\_\_\_\_  
Designation: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

Stamp: \_\_\_\_\_

**DECLARATIONS:**

**CONTRACT/ PURCHASE ORDER NO.PROC-F**

- i. Contractor/Seller declares and affirms that the contractor/Seller itself and its sub-contractors, directors, officers, employees and agents have not paid, nor have undertaken to pay, any direct or indirect payment by way of any type of gratification, bribe, pay-off, kick-back, or unlawful commission, valuable thing or any offer, or any authorization or promise to pay money or any things of value, in anyway or manner whether in rupees or in foreign currency and whether in Pakistan or abroad, no have given or offered to give any gifts and presents in Pakistan or abroad, to any official or employee of the purchaser or any other person while knowing that the pay mentor promise to pay will be passed on to an official or employee of the purchaser corruptly to an official or employee of the purchaser corruptly to influence purchaser, official act or decision or to secure an improper advantage in order to procure this contract or retain business. The Contractor further undertake not to engage in any of these or similar acts during the terms of this contract.
- ii. The Contractors, Sub-Contractor/Seller hereby further declares and affirms that no association of the Contractor, Sub-Contractors/Seller, Agent directors, officers exists with any party abroad and any agent in Pakistan, who may have a direct or indirect conflict of interest with the purchaser, and fully understands that the contract will become null and void and un enforceable in the event it is discovered that such; a relationship was in existence at the time of entering into contract. The Contractors, Sub-Contractors/Seller further under takes to immediately inform the purchaser if such a relationship is established after signing of the contract and it will be up to the purchaser to terminate the contract if so desired without any recourse or compensation or continue with it.
- iii. Any such disclosure contrary to the above declaration and affirmations shall be material breach resulting in termination of the contract forthwith and the Contractor/Seller Agent shall be fully liable under the governing laws of Pakistan, and shall also be responsible to make good any loss or damage caused to the purchaser by such breach.

---

ON THE BEHALF OF SELLER  
SIGNATURE & OFFICIAL SEAL

(On official letter head of the bidder)  
To be signed by the Chief Executive of the  
Bidding company or a Representative duly  
Authorized by board Resolution.

**INTEGRITY AND ETHIC UNDERTAKING**

We hereby commit and undertake to observe the following principles during our participation in the tender process and during the contract execution: -

- a) That we will not directly or through any other person or firm, offer promise or give to any of the employees of OGDCL involved in the tender process or execution of the contract any gain, pecuniary benefit or facilitation payment in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of contract.
- b) That we have not and will not enter with other bidders into any undisclosed agreement or understanding either formal or informal to restrict competitiveness or to cartelize in the bidding process.
- c) That we will ensure that the remuneration of agents (if engaged) is appropriate and for legitimate services only.
- d) That we will not use subcontracts, purchase orders or consulting agreements as means of channeling payments to employees of OGDCL.
- e) That we will not commit any offence under the Pakistan Penal Code, Prevention of Corruption Act or National Accountability Ordinance to achieve any advantage, gain or benefit during the tender process or the Execution of contract.

We further understand and acknowledge that any violation or transgression of the above mentioned principles will attract disqualification from the tender process and may also result in permanent exclusion from future contract award processes.

We also accept and undertake to respect and uphold OGDCL's absolute right to resort to and impose such disqualification, debarment or exclusion.

For and on behalf of \_\_\_\_\_

Tender No. \_\_\_\_\_

Contract No. \_\_\_\_\_

**THIS IS APPLICABLE FOR GOODS AND SERVICES WORTH RS 10 MILLION OR MORE**

**Integrity Pact**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY  
THE SUPPLIERS OF GOODS, SERVICES & WORKER IN CONTRACTS WORTH  
RS.10.00 MILLION OR MORE**

Contract/Purchase Order Number: \_\_\_\_\_ Dated: \_\_\_\_\_  
Contract value /Purchase Order: \_\_\_\_\_  
Contract Title/Purchase Order: \_\_\_\_\_

Name of supplier hereby declared that has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, Name of supplier represents and warrants that I has fully declared the brokerage, commission, fees etc. paid or payable to any one and not given or agreed to give and shall not give or agree to give to anyone or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent associate broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder’s fee or kick back, whether described consultation fee or otherwise , with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form GoP, except that which has been expressly declared pursuant hereto.

Name of supplier certifies that it has made and will make full disclosure of all agreements and arrangement with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

Name of supplier accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, shall without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any right and remedies exercised GoP in this regard, Name of supplier agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder’s fee Or kick back given by Name of supplier as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in what so ever form from GoP.

\_\_\_\_\_  
[Buyer]

\_\_\_\_\_  
[Seller/supplier]

THE GAZETTE OF PAKISTAN  
EXTRAORDINARY  
PUBLISHED BY AUTHORITY

**PART-II**  
Statutory Notifications (S.R.O)  
GOVERNMENT OF PAKISTAN  
MINISTRY OF COMMERCE

Islamabad, the 3<sup>rd</sup>December, 2001

**ORDER**

**S.R.O 827(I)/2001-** In exercise of the powers conferred by sub-section (1) of Section 3 of the Imports and Exports (Control) Act, 1950 (XXXIX of 1950). The Federal government is please to make the following order, namely:-

**1. Short title and commencement:** -(1) This order may be called the Import of Engineering Goods (Control) Order, 2001.

It shall come into force at once.

**2. Definitions:** - In this Order, unless there is anything repugnant is the subject or context.

- (a) "Engineering goods" means goods specified in the Customs General Order No. 7 of 1998 issued and amendments thereof by the Central Board of Revenue.
- (b) "Government" shall include both the Federal Government and any Provincial Government and their attached departments, and
- (c) "Public sector agencies" include all the statutory or autonomous corporation sand other agencies or bodies under the administrative control of the Federal Government and the Provincial Governments, including private or public companies with the government shareholding.

**3. Price preference to be accorded:-** Only in cases of procurement by the government, but not in case of procurement by other public sector agencies, bidders tendering for engineering goods produced in Pakistan shall be accorded a price preference in rupees up to a specific percentage (in proportion to the value addition) of the lowest quoted landed cost of an item of foreign origin with similar specifications as mentioned in the tenders:

**(1) Provided that:-**

- (a) The saving in foreign exchange is not less than the amount of price preference, and
- (b) It is ensured that in each case of such preference, the total import requirements for producing the supplied tendered for locally manufactured items has been duly indicated by the bidder.

**(2) Price preference shall be allowed as under:-**

- (a) Having minimum of twenty percent value addition through indigenous

Manufacturing price preference shall be fifteen percent:

- (b) having over twenty percent and up to thirty percent value addition through indigenous manufacturing, price preference shall be twenty percent, and
- (c) having over thirty percent value addition through indigenous manufacturing, price preference shall be twenty-five percent.

**4. Public sector agencies to procure their requirements from within the country, etc.-**

(1) The public sector agencies shall-

- (a) Procure their requirements of engineering goods from within the country and omit such items from the list of barter, credit and loans;
- (b) while preparing any scheme or project, make adequate provision of rupee component in their annual procurement budgets for facilitating the local purchases and forth is purpose explore all sources of local financing;
- (c) encourage local industry by providing educational and development contracts where applicable, for an amount equivalent to ten percent of their annual procurement budget, share the initial development charges, on one time basis, on mutually agreed terms; and
- (d) Submit reports on six monthly basis to the Ministry of Commerce with copies to the Engineering Development Board. The Engineering Development Board will monitor, on a regular basis, the implementation of this Order towards achieving import Substitution, and indigenization about the cases of price preference allowed to bidders in cases of government Procurement only an provide full justification about the cases where local purchases are not made and preference is given to imports. The report shall outline the future place for import substitution in that area.

(2) The raw material and component requirements of the local engineering industry shall be met from the credits referred to in clause (a) of sub-paragraph (1)

**5. Compliance of directives or decisions:-** Public sector agencies shall comply with all the directives of the Chief Executive of the Islamic Republic of Pakistan, decisions of the ECC of the Cabinet and government policy decisions on promotion of indigenization and import substitution.

**6. Special provision:-**

(1) Notwithstanding any provisions to the contrary in any of the existing rules and order, the requirements as to inviting of tenders and quotations and making of inquiries, etc. shall be waived in cases where purchases by the government controlled units or public sector agencies are made from government controlled manufacturing units or public sector agencies.

(2) The public sector agencies shall incorporate condition in tender documents for all major industrial and infrastructure projects that import of turnkey plants or award of turnkey contracts to foreign manufacturers or contractors for such projects shall not be allowed and instead local manufacturers or contractors shall be encouraged to undertake EPC (Engineering Procurement and Construction) contract. However, in cases where local capacity and expertise is not available to this extent, the foreign manufacturers or contractors shall be considered but required to associate fully the recognized local design, engineering and manufacturing organization on the concept of sub-EPC contractor. The public sector agency shall patronize the public sector manufacturers as consortium partners to foreign companies to ensure that dependence or imported plant and machinery reduces progressively from year to year. The local content in large projects shall be determined, on case to case basis, by the Engineering Development Board (EDB) on the pattern of industry-specific program.

(3) In case of participation of public sector manufacturers, the requirement of furnishing earnest money or tender guarantee, security deposit, etc., shall be waived and

instead, a letter to the effect from the parent Ministry confirming its public sector entity shall serve the purpose. Performance bond or bank guarantee shall be provided by the manufacturer or, as the case may be, the contractor.

(4) Decision for award of contract shall be made on the basis of competitive prices and technical suitability and performance shall be given to the manufacturers or contractors having obtained certification of quality and standards such as ISO9000, ASME, API etc. EDB will help and facilitate the local industry in achieving quality standards and timely completion of large projects.

(5) In case there is only one recognized manufacturer in the public sector of the required item or component of engineering goods, it shall be mandatory on the public sector agencies to award contract to the local manufacturer on negotiation basis. In case the terms of contract are not mutually agreeable between the buyer and seller, a decision shall be taken by the National Council for the Engineering and industrial coordination (NCE&IC).

6. Repeal- The import of Engineering Goods (Control) order, 1998, is hereby repealed.  
(No.1(10)/2001-WTO)

KISHWAR KHAN  
Deputy Chief (WTO)

**OTHER TERMS AND CONDITIONS OF THE PO/LC TO BE STRICTLY COMPLIED BY THE BENEFICIARY**

(CFR Karachi Basis)

**1. CONSIGNEE:**

The goods must be consigned to the L/C establishing bank and notify party Oil & Gas Development Company Ltd. (OGDCL), Plot No. 21, OGDCL Warehouse, West Wharf Road, Karachi. Telephone No. 021-32311108, 32313119, Fax No. 021-32311040, E-mail: imam\_ali@ogdcl.com

**2. PACKING:**

**The Packing of the merchandise must conform to the International Standards and the packing list along-with Commercial Invoice must be placed inside the container without fail.**

**3. MARKING:**

- 3.1 All Packages/boxes must bear the Purchase Order No. as Shipping Marks, Country of Origin and Weight in Kilo grams (Gross/Net). The marks must tally with shipping documents like Bill of Lading (B/L) and manifest there should not be any difference.
- 3.2 In addition to the above mentioned shipping marks, the following procedure of color code marking is to be adopted/made on each side of the package/box/container while dispatching the material:  
-  
"There will be an isosceles triangle with or less than six inches side, triangle side marked in black lines, letters "OGDCL" inscribed inside, the letters to be not less than 1½" tall and will be in black. On big packages/boxes/containers, the sides or triangle and letters will be increased appropriately. Underneath the triangle there will be two color code bars in "GREEN" color size six inches in length and 1½" in width. If the above color codes marking is not appropriate/suitable, the sizes and color may be changed".
- 3.3 Each item of the consignment should also be marked with item # of the Purchase Order.

**4. SHIPPING DOCUMENTS.**

Shipping documents shall consist of the following:

- 4.1 Original Clean Master Bill of Lading on Freight Pre-Paid Basis signed by the carrier or their authorized agent showing clean shipped on board. Freight forwarders, Third party, Short form, blank back and House Bill of Lading is not acceptable.
- 4.2 Detail invoice showing commodity description, quantity, unit/total price, total No. of packages, etc. containing original signatures.
- 4.3 Packing List, (Showing total number of packages, gross/net weight & measurement and Box No. in case of more than one boxes such as Box No.1/10, 2/10 ..... 10/10 and so on and detail of equipment in each box.
- 4.4 Certificate of origin.
- 4.5 Mill inspection/quality certificate/test report showing analysis (in case of chemicals only)
- 4.6 Certificate of compliance of the credit terms as per clause No.2 in respect of Packing.
- 4.7 Insurance declaration. A copy of Fax OR E-mail sent to Insurance Company in compliance to the Clause No.9 hereunder.
- 4.8 Copy of E-mail sent in compliance to the Clause No. 6.1 hereunder.
- 4.9 A copy of pre-shipment third party inspection report issued by third party inspector

duly accepted/verified by OGDCL prior to shipment (where applicable).

## **5. INSTRUCTIONS FOR COMPLETING SHIPPING DOCUMENTS:**

- 5.1 The shipping invoice should be marked on top in capital words.
  - a) Complete, first and last consignment (if all the contractual material is shipped in one lot.)
  - b) First partial shipment/second partial shipment (and so on).Final and last shipment as the case may if shipments are effected in parts.
- 5.2 All Invoices should be signed, and must indicate value of each items total value and also show 'SHIPPING MARKS' as provided in the contract.
- 5.3 All containers of cargo must carry copy of invoice. A compliance certificate in this regard shall be provided along with the shipping documents. In case of non-compliance the beneficiary shall pay the penalty imposed by the Custom Authority.

## **6. SHIPMENT INTIMATION:**

- 6.1 The beneficiary within 24-48 hours of making shipment must send fax OR E-mail to (1) Dy. Chief Material Officer, Plot No. 21, West Wharf, Karachi, Fax No. 0092-21-2311040, E-mail: imam\_ali@ogdcl.com (2) Manager (Foreign) Procurement, OGDCL House Plot No. 3 (New NO. 3013) F-6/G6, Blue Area, Jinnah Avenue, Islamabad. Fax No. 0092-51-9244210 & 0092-051-9209803-7, E-mail:ejaz\_rizvi@ogdcl.com (3) Manager Accounts (Imports) on Fax No.0092-51-9209803-7,E-mail:imtiazh\_sherazi@ogdcl.com (4) National Insurance Company Limited, Karachi on FAX No. 0092-21-99202734 OR E-mail: "sanallah.shaikh@nicl.com.pk" OR "gulam.akbar@nicl.com.pk",OR" info@nicl.com.pk" intimating them the following:

- a) L/C numbers and Purchase Order/Contract No.
- b) Name of the Ship & Shipping Line.
- c) Bill of Lading No. & Date.
- d) Total CFR value of the consignment shipped.
- e) Port of shipment.
- f) No. of boxes/packages/pieces.
- g) Net and gross weight.
- h) Expected time of arrival (ETA) of ship.

## **7. SHIPMENT INSTRUCTIONS**

- a) The contractor/supplier/vendor is requested to ensure that Commercial Invoice / Packing List shall be pasted on the inner side of the door of container for FCL Shipments and on Boxes/Crates/Cartons etc. for LCL Shipments. Non-Compliance to this instruction may result in penalty imposed by Custom Authorities which shall be recovered from the Contractor/Supplier/Vendor.
- b) Please ensure that in case of CFR purchase order/contracts the local charges at Karachi Seaport/Airport must be included in the freight cost.
- c) The freight forwarders/shipping agents at country of origin must include the corresponding local charges such as delivery order/port handling & container rentals for free time etc. company shall pay only the wharf age/demurrage charges. They should also ensure that there should be only one local agent of the shipping company who should handle such matters. In case OGDCL had to pay such charges, it shall be recovered from the contractor.

## **8. INSTRUCTION REGARDING TRANSMISSION/NEGOTIATION OF SHIPPING DOCUMENTS**

### **8.1 ORIGINAL NEGOTIABLE DOCUMENTS:**

- a) The beneficiary immediately upon making shipment(s) should negotiate the original clean shipping documents free from any discrepancy with negotiating bank as indicated in the L/C. where the sailing / transit period of vessel is up to 07 days the allowed negotiation period is 07 days. Where the sailing / transit period of vessel is more than 07 days the allowed negotiation period is 15 days.
- b) If clean documents free from any discrepancy are not negotiated within negotiation period mentioned in the L/C, or if the documents are withheld by the Bank on account of any discrepancy whatsoever the demurrage, container detention charges, IGM-de-blocking charges or financial impact if any incurred due to late negotiation of clean documents will be on beneficiary's account.
- c) Original/negotiable documents must contain at least four sets of the shipping documents mentioned under Clause No. 5 above.
- d) The original shipping documents should be dispatched through courier service by the negotiating bank at the beneficiary's cost within 24-48 hours after receipt from the beneficiary.
- e) The discrepant documents with minor discrepancies will be accepted subject to the consent of Procurement Department to facilitate prompt clearance of the consignment on the condition that demurrage, if any due to the discrepancies reported by L/C opening bank will be on beneficiary account.

## 8.2 **NON-NEGOTIABLE DOCUMENTS:**

- a) Complete sets of non-negotiable shipping documents **along with one set of Parts Catalogue, Brochures, Technical Literature** must be dispatched OR E-mailed to the Manager (SCM) Foreign at the following address immediately upon shipment is effected:-  
MANAGER (SCM) FOREIGN  
OIL & GAS DEVELOPMENT COMPANY LIMITED OGDCL HOUSE,  
PLOT NO.3 (NEW NO. 3013),  
F-6/G-6, BLUE AREA, JINNAH AVENUE, ISLAMABAD, PAKISTAN.  
PHONE NO. 0092-51-920023652  
E-mail:ejaz\_rizvi@ogdcl.com
- b) Complete sets of non-negotiable shipping documents must be dispatched OR E-mailed to Dy. Chief Material Officer at the following address immediately upon shipment is effected:  
-  
DYPUTY CHIEF MATERIAL OFFICER,  
OIL & GAS DEVELOPMENT COMPANY LIMITED,  
PLOT NO. 21, WEST WHARF ROAD, KARACHI, PAKISTAN.  
PHONENO.0092-21-2311108, 2313119-23 & FAX NO.  
0092-21-2311040, E-mail:imam\_ali@ogdcl.com
- c) The shipping documents should be couriered through any reliable courier company at shipper's cost so that the same must be received at least 10 days before arrival of the vessel.

## 9. **INSURANCE:**

Insurance from port of shipment/delivery will be covered by openers and declaration shall be made by the beneficiary to Insurance Company i.e. M/S National Insurance Company Limited, NICL Building, South Zone, Abbasi Shaheed Road, off Shahr-e-Faisal Road, Karachi (Pakistan). Fax No. 0092-21-99202734 or E-mail: "sanullah.shaikh@nicl.com.pk" OR gulam.akbar@nicl.com.pk, OR info@nicl.com.pk and Manager (Accounts) /OGDCL TD., Fax No. 0092-51-9209803-07 or E-mail :imtiazh\_sherazi@ogdcl.com immediately after shipment giving full details of shipment e.g. value of shipment description of material, name of vessel, B/L with date, port of

shipment, contract and Letter of Credit Numbers.

**10. DEMURRAGE DUE TO DELAY IN RECEIPT OF ORIGINAL /NEGOTIABLE DOCUMENT / TRANSSHIPMENT AND SHIPPING LINES AGENTS:**

10.1 If clean documents are not negotiated within negotiation period of the L/C or documents are withheld by bank on account of any discrepancy, the demurrage charges, container detention charges, IGM-de-blocking charges or financial impact if any incurred due to late negotiation of the clean documents and paid by the OGDCL will be realized from the beneficiary directly by raising debit advice, or by deducting the amount paid from the L/C value or by encashing Performance Bond (where applicable) to the extent of demurrage amount. In case the demurrage amount exceeds the value of Performance Bond the balance amount will be payable by the beneficiary.

10.2 Transshipment is totally prohibited under this L/C. The beneficiary must ensure that no transshipment takes place against this L/C, and demurrage paid by OGDCL due to transshipment will be on beneficiary's account.

10.3 Any demurrage paid by OGDCL due to inconsistency in B/Land manifest will be recovered from beneficiary.

**11. LIQUIDATED DAMAGES.**

a) If the contractor fails to deliver any or all of the goods within the time period (s) specified in the Contract, the Purchaser shall, without prejudice to other remedies under the contract, deduct from the contract price / Bank Guarantee as liquidated damages, a sum not more than 0.5% of the contract price per week or part thereof for first four weeks, 1.00% per week for next four weeks and 1.5% per week exceeding four weeks up to maximum extent of **10%** of the contract value.

b) In case the Purchaser is satisfied that the delayed / defective shipment was due to some mistake or circumstances beyond the control of the contractor and the contractor has not intentionally or negligently contributed in the delay, the Purchaser may impose Liquidated Damages for not more than a sum equivalent to 0.5% of the delayed or defective shipment per week or part thereof for first two weeks, 1.00 % per week for next three weeks and 1.5% per week exceeding five weeks but not exceeding **10%** of the contract value of the delayed/ defective shipment provided that the contract or takes immediate remedial measures for the-replacement of defective shipment and takes prompt steps to mitigate the delay. The Purchaser may however, impose Liquidated Damages as per (a) above if the delayed or defective shipment has affected the project completion schedule or has resulted in production losses.

c) Even after imposition of LDs, if the supplier fails to materialize the delivery (material and or services); the Purchaser reserves the right to cancel Purchase order/contract/LC and to forfeit the Guarantee (if applicable) after intimating the supplier for such cancellation/forfeiture.

**12. AMENDMENT/EXTENSION OF L/C:**

The beneficiary will positively confirm shipment of all ordered goods within L/C validity or make request for extension of shipment and negotiation dates at least 15 to 30 days prior to the expiry of L/C. If shipment is not effected within L/C validity or request for extension is not received 15 to 30 days prior to expiry of L/C validity, no request for grant of extension in shipment and negotiation will be entertained under any circumstances. In case of extension in shipment/negotiation period, the beneficiary will be required to extend the validity of his performance bond (where applicable) accordingly. All charges on this account will be on beneficiary's account.

**13. CHARGES FOR L/C ESTABLISHMENT:**

13.1 All charges of credit opening bank for credit will be borne by the OGDCL.

13.2 All charges of corresponding bank such as negotiation of documents, adding confirmation to credit etc. will be to the account of beneficiary.

13.3 All charges for amendments / extension in L/C will be to the account of beneficiary.

**14. PAYMENTTERMS:**

**14.1 FORORDERVALUEMOREETHANUS\$200,000:**

The eighty percent (80%) payment will be made against each shipment upon submission of original shipping documents to the LC opening bank, whereas balance twenty percent (20%) payment will be release dafter receipt, inspection and acceptance of material at OGDCL Stores. Furthermore, payment of balance twenty percent (20%) will be released upon issuance of Acceptance / Delivery Certificate from OGDCL to L/C beneficiary confirming receipt & acceptance of material along with submission of commercial invoice of remaining value.

**14.2 FORORDERVALUELESSTHANOREQUALTO US\$200,000:**

The seventy percent (70%) payment will be made against each shipment upon submission of original shipping documents to the LC opening bank, whereas balance thirty percent (30%) payment will be released after receipt, inspection and acceptance of material at OGDCL Stores. Furthermore, payment of balance thirty percent (30%) will be released upon issuance of Acceptance/Delivery Certificate from OGDCL to L/C beneficiary confirming receipt & acceptance of material along with submission of commercial invoice of remaining value.

14.3 Payment to Chinese companies shall be made in Renminbi. If prices are quoted in any other currency the order shall be placed in equivalent to Renminbi. Bid prices will be converted to the Renminbi at the selling exchange rate officially prescribed by State Bank of Pakistan for similar transaction on the date of opening of bids specified in the tender notice.

Purchase Order # PROC-F\_\_\_\_\_Accepted by:

Purchase Order Issuance Authority:  
Oil & Gas Development Company Ltd.

Signature.....

Name of the signatory in Block Letters.....

Company Title of the Signatory.....

Company Seal.....

**OTHER TERMS AND CONDITIONS OF THE PO/LC  
TO BE STRICTLY COMPLIED BY THE BENEFICIARY  
(FOR CPT BY AIR KARACHI/ISLAMABAD BASIS)**

**1. CONSIGNEE:**

a) **FOR CONSIGNMENT(S) ON CPT BY AIR KARACHI BASIS:**

The goods must be consigned to the L/C establishing bank and notify party Oil & Gas Development Company Ltd. (OGDCL), Plot No. 21, OGDCL Warehouse, West Wharf Road, Karachi. Telephone No. 021-32311108, 32313119, Fax No. 021-32311040, E-mail: imam\_ali@ogdcl.com

b) **FOR CONSIGNMENT(S) ON CPT BY AIR ISLAMABAD BASIS:**

The goods must be consigned to the L/C establishing bank and notify party Oil & Gas Development Company Ltd. (OGDCL), I-9 Base Store, Islamabad. Telephone No. 0092-51-9258691 and FAX No. 0092-51-9258128, Email: kashif\_lodhi@ogdcl.com

**2. PACKING:**

**The Packing of the merchandise must conform to the International Standards and the packing list along-with Commercial Invoice must be placed inside the container without fail.**

**3. SHIPMENT THROUGH PAKISTAN INTERNATIONAL AIRLINES (PIA):**

3.1 The cargo / consignment must be air freighted on CPT by Air / Freight Pre-Paid basis, preferably through Pakistan International Airlines on the Carriers owned or chartered by them on routes where PIA operates. The loading Airport where PIA cargo service is not available, shipment from the other Airlines is allowed.

**4. MARKING:**

4.1 All Packages/boxes must bear the Purchase Order No. as Shipping Marks, Country of Origin and Weight in Kilograms (Gross/Net). The marks must tally with shipping documents like AWB and manifest there should not be any difference.

4.2 In addition to the above mentioned shipping marks, the following procedure of colour code marking is to be adopted/made on each side of the package/box/container while dispatching the material:-

“There will be an isosceles triangle with or less than six inches side, triangle side marked in black lines, letters “OGDCL” inscribed inside, the letters to be not less than 1½” tall and will be in black. On big packages/boxes/containers, the sides or triangle and letters will be increased appropriately. Underneath the triangle there will be two color code bars in “**GREEN**” color size six inches in length and 1½” in width. If the above color codes marking is not appropriate/suitable, the sizes and color may be changed”.

**5. SHIPPING DOCUMENTS.**

Shipping documents shall consist of the following:

5.1 Original Clean Master Airway Bill on Freight Pre-Paid Basis signed by the carrier or their authorized agent showing clean shipped on board. Freight forwarders, Third party, Short form, blank back and House Airway Bill is not acceptable.

5.2 Detailed invoice showing commodity description, quantity, unit/total price, total No. of packages containing original signatures.

5.3 Packing List, (Showing total number of packages, gross/net weight &

measurement and Box No. in case of more than one box such as Box No. 1/10, 2/10 ..... 10/10 and so on and detailed of equipment in each box.

- 5.4 Certificate of origin.
- 5.5 Mill inspection/quality certificate/test report showing analysis (in case of chemicals only)
- 5.6 Certificate of compliance to the credit terms as per clause No. 2 in respect of Packing.
- 5.7 Insurance declaration. A copy of E-mail sent to the Insurance Company in compliance to the Clause No.10 hereunder.
- 5.8 A Copy of E-mail sent in compliance to the Clause No. 7.1 mentioned hereunder.
- 5.9 A copy of pre-shipment third party inspection report issued by third party inspector duly accepted / verified by OGDCL prior to shipment (where applicable).

**6. INSTRUCTIONS FOR COMPLETING SHIPPING DOCUMENTS:**

- 6.1 The shipping invoice should be marked on top in capital words.
  - a) Complete, first and last consignment (if all the contractual material is shipped in one lot.)
  - b) First partial shipment/ second partial shipment (and so on). Final and last shipment as the case may if shipments are effected in parts.
- 6.2 All Invoices should be signed, and must indicate value of each items/ total value and freight actually paid and also show 'SHIPPING MARKS' as provided in the contract.

**7. SHIPMENT INTIMATION:**

- 7.1 The beneficiary within 24-48 hours of making shipment must send fax OR E-mail to (1) Dy. Chief Material Officer, Plot No. 21, West Wharf, Karachi, Fax No. 0092-21-2311040, E-mail: imam\_ali@ogdcl.com (For shipments on CPT by Air Islamabad Basis, Email to be sent at "kashif\_lodhi@ogdcl.com") (2) Manager (SCM) Foreign, OGDCL House Plot No. 3 (New No. 3013) F-6/G6, Jinnah Avenue, Islamabad Fax No. 0092-51-9207530, 9209673, E-mail: ejaz\_rizvi@ogdcl.com, (3) Manager (Accounts) on Fax No. 0092-51-9209803-7, EMAIL: imtiaz\_sherazi@ogdcl.com and (4) National Insurance Company Limited, Karachi on FAX No. 0092-21-99202734, EMAIL: sanaullah.shaikh@nicl.com.pk OR gulam.akbar@nicl.com.pk, OR info@nicl.com.pk intimating them the following:
  - a) L/C numbers and Purchase Order No.
  - b) Name of the Shipping Air Line.
  - c) Airway Bill No. & Date.
  - d) Flight No. & Date.
  - e) Total CPT by Air value of the consignment shipped.
  - f) Air Port of shipment.
  - g) No. of boxes/packages/pieces
  - h) Net and gross weight.

**8. SHIPMENT INSTRUCTIONS**

- 8.1 The contractor/Supplier/Vendor is requested to ensure that Commercial Invoice / Packing List shall be pasted on the inner side of the door of container for FCL Shipments and on Boxes/Crates/Carton etc. for LCL Shipments. Non-Compliance to this instruction may result in heavy penalty imposed by Custom Authorities which shall be recovered from the Contractor/Supplier/Vendor.

- 8.2 Please ensure that in case of CPT by Air contracts the local charges at Karachi/Islamabad Airport(s) must be included in the freight cost.
- 8.3 The freight forwarders/shipping agents at country of origin must include the corresponding local charges such as delivery order/port handling & container rentals for free time etc. Company shall pay only the wharfage/demurrage charges. They should also ensure that there should be only one local agent of the shipping company who should handle such matters. In case OGDCL had to pay such charges, it shall be recovered from the contractor.

**9. INSTRUCTION REGARDING TRANSMISSION/NEGOTIATION OF SHIPPING DOCUMENTS.**

**9.1 ORIGINAL NEGOTIABLE DOCUMENTS:**

- a) The beneficiary immediately upon making shipment(s) should negotiate the original clean shipping documents free from any discrepancy with negotiating bank as indicated in the L/C.
- b) If clean documents free from any discrepancy are not negotiated within negotiation period mentioned in the L/C, or if the documents are withheld by the Bank on account of any discrepancy what so ever the demurrage, IGM-de-blocking charges or financial impact if any incurred due to late negotiation of clean documents will be on beneficiary's account.
- c) Original/negotiable documents must contain at least four sets of the shipping documents mentioned under Clause No. 5 above.
- d) The original shipping documents should be dispatched through courier service by the negotiating bank at the beneficiary's cost within 24-48 hours after receipt from the beneficiary.
- e) The discrepant documents with minor discrepancies will be accepted subject to the consent of Procurement Department to facilitate prompt clearance of the consignment on the condition that demurrage, if any due to the discrepancies reported by L/C opening bank will be on beneficiary account.

**9.2 NON-NEGOTIABLE DOCUMENTS:**

- a) Complete set of non-negotiable shipping documents along with one set of Parts Catalogue, Brochures, Technical Literature must be dispatched OR E-mailed to Manager (SCM) Foreign at the following address immediately upon shipment is effected:-  
MANAGER (SCM) FOREIGN  
OIL & GAS DEVELOPMENT COMPANY LIMITED  
OGDC HOUSE, PLOTNO.3 (NEW NO.3013),  
F-6/G-6, BLUE AREA, JINNAH AVENUE,  
ISLAMABAD, PAKISTAN.  
PHONE NO. 0092-51-920023652, 920023593,  
E-mail:ejaz\_rizvi@ogdcl.com
- b) Complete set of non-negotiable shipping documents must be dispatched OR E-mailed to Dy. Chief Materials Officer at the following address immediately upon shipment is effected:-  
DY. CHIEF MATERIAL OFFICER,  
OIL & GAS DEVELOPMENT COMPANY LIMITED,  
PLOT NO. 21, WEST WHARF ROAD,  
KARACHI, PAKISTAN.  
PHONE NO. 0092-21-2311108, 2313119-23, Fax No.0092-21-2311040, E-mail: imam\_ali@ogdcl.com  
(For shipments on CPT by Air Islamabad Basis, N.N Documents to be E-mailed at"cashif lodhi@ogdcl.com")
- c) The shipping documents should be couriered through any reliable courier company at shippers cost so that the same must be received

at least 24 Hours before arrival of the shipment.

**10. INSURANCE:**

Insurance from port of shipment/ delivery will be covered by openers and declaration shall be made by the beneficiary to Insurance Company i.e. M/s National Insurance Company Ltd., NICL Building, South Zone, Abbasi Shaheed Road, off Shakra-e-Faisal Road, Karachi (Pakistan). FaxNo.0092-21-99202734 OR E-mail sanaullah.shaikh@nicl.com.pk OR gulam.akbar@nicl.com.pk, OR info@nicl.com.pk and Manager(Accounts) OGDCL, Fax No. 0092-51-9209803-7 OR Email: imtiaz\_sherazi@ogdcl.com immediately after shipment giving full details of shipment e.g. value of shipment description of material, Flight No., Airway Bill No. with date, Airport of shipment, contract and Letter of Credit Numbers.

**11. DEMURRAGE DUE TO DELAY IN RECEIPT OF ORIGINAL/ NEGOTIABLE DOCUMENT/ TRANSSHIPMENT AND SHIPPING LINES AGENTS:**

11.1 If clean documents are not negotiated within negotiation period of the L/C or documents are withheld by bank on account of any discrepancy, the demurrage charges, IGM-de-blocking charges or financial impact if any incurred due to late negotiation of the clean documents and paid by the OGDCL will be realized from the beneficiary directly by raising debit advice, or by deducting the amount paid from the L/C value or by encashing Performance Bond (if provided) to the extent of demurrage amount. In case the demurrage amount exceeds the value of Performance Bond the balance amount will be payable by the beneficiary.

11.2 Transshipment is totally prohibited under this L/C. The beneficiary must ensure that no transshipment takes place against this L/C, and demurrage paid by OGDCL due to transshipment will be on beneficiary's account.

11.3 Any demurrage charges paid by OGDCL due to inconsistency in AWB and manifest will be recovered from the beneficiary.

**12. LIQUIDATED DAMAGES.**

a) If the contractor fails to deliver any or all of the goods within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to other remedies under the contract, deduct from the contract price / Bank Guarantee as liquidated damages, a sum not more than 0.5% of the contract price per week or part there off or first four weeks, 1.00% per week for next four weeks and 1.5% per week exceeding four weeks up to maximum extent of **10%** of the contract value.

b) In case the Purchaser is satisfied that the delayed / defective shipment was due to some mistake or circumstances beyond the control of the contractor and the contractor has not intentionally or negligently contributed in the delay, the Purchaser may impose Liquidated Damages for not more than a sum equivalent to 0.5% of the delayed or defective shipment per week or part there off or first two weeks, 1.00 % per week for next three weeks and 1.5% per week exceeding five weeks but not exceeding **10%** of the contract value of the delayed/defective shipment provided that the contractor takes immediate remedial measures for the-replacement of defective shipment and takes prompt steps to mitigate the delay. The Purchaser may however, impose Liquidated Damages as per (a) above if the delayed or defective shipment has affected the project completion schedule or has resulted in production losses.

c) Even after imposition of LDs, if the supplier fails to materialize the delivery (material and or services); the Purchaser reserves the right to cancel Purchase order/contract/LC and to forfeit the Guarantee (if applicable) after intimating the supplier for such cancellation/forfeiture.

**13. AMENDMENT/EXTENSION OF L/C:**

The beneficiary will positively confirm shipment of all ordered goods within L/C validity or make request for extension of shipment and negotiation dates at least 15 to 30 days prior to the expiry of L/C. If shipment is not effected within L/C validity or request for extension is not received 15 to 30 days prior to expiry of L/C validity, no request for grant of extension in shipment and negotiation period will be entertained under any circumstances. In case of extension in shipment/negotiation period, the beneficiary will be required to extend the validity of his performance bond (if provided) accordingly. All charges on this account will be on beneficiary's account.

**14. CHARGES FOR L/C ESTABLISHMENT:**

- 14.1 All charges of credit opening bank for credit will be borne by the OGDCL.
- 14.2 All charges of corresponding bank such as negotiation of documents, adding confirmation to credit etc. will be to the account of beneficiary.
- 14.3 All charges for amendments/extension in L/C will be to the account of beneficiary.

**15. PAYMENT TERMS:**

**15.1 FOR ORDER VALUE MORE THAN US\$200,000:**

The eighty percent (80%) payment will be made against each shipment upon submission of original shipping documents to the LC opening bank, whereas balance twenty percent (20%) payment will be released after receipt, inspection and acceptance of material at OGDCL Stores. Furthermore, payment of balance twenty percent (20%) will be released upon issuance of Acceptance / Delivery Certificate from OGDCL to L/C beneficiary confirming receipt & acceptance of material along with submission of commercial invoice of remaining value.

**15.2 FOR ORDER VALUE LESS THAN OR EQUAL TO US\$200,000:**

The seventy percent (70%) payment will be made against each shipment upon submission of original shipping documents to the LC opening bank, whereas balance thirty percent (30%) payment will be released after receipt, inspection and acceptance of material at OGDCL Stores. Furthermore, payment of balance thirty percent (30%) will be released upon issuance of Acceptance / Delivery Certificate from OGDCL to L/C beneficiary confirming receipt & acceptance of material along with submission of commercial invoice of remaining value.

15.3 Payment to Chinese companies shall be made in Renminbi. If prices are quoted in any other currency the order shall be placed in equivalent to Renminbi. Bid prices will be converted to the Renminbi at the selling exchange rate officially prescribed by State Bank of Pakistan for similar transaction on the date of opening of bids specified in the tender notice.

Purchase Order# PROC-F \_\_\_\_\_ Accepted by:

Purchase Order Issuance Authority:  
Oil & Gas Development Company Ltd.

Signature.....

Name of the signatory in Block Letters.....

Company Title of the Signatory.....

Company Seal.....

**AFFIDAVITE**

I,.....S/o.....,aged.....year,  
working as Proprietor/Managing Partner / Director of  
M/s.....having its register office at  
.....do hereby solemnly affirm  
and declare on oath asunder:

- 1 That I am competent to swear this affidavit/undertaking being proprietor/one of the partners/Director of M/s.....
- 2 That M/s.....is a proprietorship/partnership firm/company is participating in tender process conducted by OGDCL.
- 3 That I hereby confirm and declare that none of my/our group/sister concern/associate company is participating/submitting this tender.
- 4 That I hereby confirm and declare that my/our firm/company M/s \_\_\_\_\_ and my/our firm/ group/ company/ sister concern / associate company or any of its directors have not been blacklisted/de-listed by any institutional agencies / Govt. Dept. / Public sector / foreign country, international organization or other foreign institutions.
- 5 That there is no change in the name & style, constitution and status of the firm, after pre-qualification.
- 6 That I further undertake that in case any of the facts contained above and in our application is found other-wise or incorrect or false at any stage, my/our firm/company/group/sister concerns/associate companies shall stand debarred from the present and future tender of the OGDCL.

(Signature of the proprietor/ Managing Partner/Director with seal)

**DEPONENT**

Verified at..... on..... that  
the content of paras 1 to 6 of this affidavit are true and correct to best of my knowledge  
and no part of this false and nothing material has been concealed or falsely stated  
therein.

(Signature of the Proprietor/ Managing Partner/ Director with

Seal)DEPONENT

(Signature and Seal of Notary

**The procedure of Blacklisting / Debarment is uploaded on OGDCL's website at following link: <http://ogdcl.com/uploads/tender/BlackListingProcedure.pdf> which is an integral part of this Tender Document.)**

**FORMAT OF CORPORATE & FINANCIAL  
INFORMATION**

**PART-I  
GENERAL INFORMATION**

1. Name (Full Company Name):

- Postal Address:
- Telephone:
- Facsimile:
- e-mail:
- Website Address:

1.1 Has the Company operated under any other name? If yes please give name, date of change and reason for change.

2. Type of Entity/Firm:

- Corporation/Stock Company
- Public Limited
- Private Limited
- Partnership
- Proprietorship

3. Shareholders information/pattern with names and addresses of majority shareholders.

4. Place of Incorporation /Registration:

5. Year of Incorporation/Registration:  
(Please provide copies of Incorporation/Registration Certificates and Memorandum & Articles of Association)

6. Company's National Tax No.

7. Company's Core Business Areas and their annual sales revenue/earnings during last five (5) years.

8. Name & Address of Owners/Directors

9. Valid Registration Certificate with Pakistan Engineering Council (PEC) **where applicable.**

**PART-II**  
**FINANCIAL STRENGTH**

1. Provide details with regard to the financial standing of the applicant including copies of last three (3) years Audited profit & loss account and balance sheet. Also, please fill the financial summary as per below table;

S.No.	Description	Years		
1	Sales Revenue			
2	Paid Up Capital			
3	Profit Before Tax			
4	Profit After Tax			
5	Current Assets			
6	T. Asset			
7	Owner Equity			
8	Long Term Debt			
9	Current Liability			
10	Total Liabilities			

2. Bank(s) credit worthiness certificates (Latest Period) of applicant organization and available credit ceiling/limits with Account Number/Title.
3. Detail record with regard to litigation/arbitration proceedings or any other dispute related to project undertaken/being undertaken by the Bidder their Sub-Contractors and Suppliers (Specially with OGDCL it Joint Venture Partners or other public and private organizations working in the Oil & Gas sector of Pakistan) during past five (05) years.
4. Any information including brochures, references and other documentary evidence of technical qualification, capability and experience of the Applicant to execute the Project.

The undersigned on behalf of \_\_\_\_\_ hereby declare that the statements made and the information provided official herewith is complete, true and correct in every detail.

\_\_\_\_\_

Signature

Official Seal of the Company

**Annexure "L"**

**Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts**

1. **Name**
2. **Father's Name/Spouse's Name**
3. **CNIC/NICOP/Passport No.**
4. **Nationality**
5. **Residential address**
6. **Email address**
7. **Date on which shareholding, control or interest acquired in the business.**
8. **In case of indirect shareholding, control or interest being exercised through intermediary companies, entries or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided:**

1	2	3	4	5	6	7	8	9	10
Name	Legal Form (Company/Limited Liability Partnership/ Association of Persons/ Single Member Company/Partnership Firm/Trust/Any other individual, body corporate (to be specified))	Date of incorporation/ registration	Name of registering authority	Business Address	Country	Email address	Percentage of shareholding, control or interest of BO in the legal person or legal arrangement	Percentage of shareholding, control or interest of legal person or legal arrangement in the company	Identify of natural person who ultimately owns or controls the legal person or arrangement

9. **Information about the Board of Directors (details shall be provided regarding number of shares in the capital of the company as set opposite respective names).**

1	2	3	4	5	6	7	8
Name and surname (In Block Letters)	CNIC No. (In case of foreigner, Passport No.)	Father's/ Husband's Name in full	Current Nationality	Any other Nationality (ies)	Occupation	Residential Address in full or the registered/ principal office address for a subscribers other than natural person	Number of shares taken by cash subscriber(in figures and words)
			Total Number of Shares taken(in figures and words)				

10. **Any other information incidental to or relevant to Beneficial Owner(s).**

**Name and signature**

**(Person authorized to issue notice on behalf of the company)**

**ESG/HSE Standards Commitments**

<b>S. NO</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
Q1	Are there any human rights policies in place in your company?		
Q2	Are there any health, safety and environmental policies in place in your company?		
Q3	Are there any labor policies in place in your company covering the following aspects:-		
A.	Elimination of forced and compulsory labor		
B.	Elimination of child labor		
C.	Elimination of discrimination in employment		
Q4	Does your company have any anti-corruption policy?		
Q5	Does your company have any CSR policies?		

Signature: \_\_\_\_\_  
Name, Designation: \_\_\_\_\_  
Date: \_\_\_\_\_