



**MASTER SET OF TENDER DOCUMENT**  
**AND IT'S TERMS AND CONDITIONS**  
**SHALL BE APPLICABLE**  
**TO ALL THE UPCOMING TENDERS**  
**FOR SUPPLY OF MATERIAL/SERVICES**  
**ON F.O.R. BASIS**

## TABLE OF CONTENTS

SR #	SUBJECT
1.	INSTRUCTIONS TO BIDDERS
2.	BID PRICES
3.	BID SECURITY/ BID BOND
4.	SEALING AND MARKING OF BIDS
5.	DEADLINE FOR SUBMISSION OF BIDS
6.	LATE BIDS
7.	BID OPENING
8.	DETERMINATION OF RESPONSIVENESS
9.	ISSUANCE OF LETTER OF AWARD/ INTENT (LOA/LOI):
10.	ISSUANCE OF LOCAL PURCHASE ORDER (LPO)
11.	PERFORMANCE BOND
12.	PAYMENT
13.	DELIVERY SCHEDULE
14.	EXTENSION IN THE DELIVERY PERIOD
15.	LIQUIDATED DAMAGES
16.	LIMITATION OF LIABILITY
17.	FORCE MAJEURE
18.	INSPECTION AND TEST
19.	WARRANTY
20.	QUALIFICATION OF SELECTED BIDDERS
21.	ADVANCE BANK GUARANTEES

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

SR #	SUBJECT	ANNEXUR E
1	SCHEDULE OF REQUIREMENT	A
2	BIDDING FORM (TECHNICAL BID)	B
3	BIDDING FORM (FINANCIAL BID)	C
4	BID SUMMARY SHEET (TECHNICAL)	D
5	BID SUMMARY SHEET (FINANCIAL)	E
6	SPECIMEN OF BANK GUARANTEE AS BID BOND	F
7	SPECIMEN OF LOCAL PURCHASE ORDER	G
8	SPECIMEN OF BANK GUARANTEE AS PERFORMANCE BOND	H
9	SPECIMEN OF BANK GUARANTEE FOR ADVANCE PAYMENT	I
10	DECLARATION OF FEES, COMMISSION & BROKERAGE ETC. (CERTIFICATE)	J
11	SPECIMEN OF FAIR PRICE CERTIFICATE	K
12	SPECIMEN OF INTEGRITY & ETHICS UNDERTAKING	L & M
13	FORM – 4 (AFFIDAVIT)	N
14	DECLARATION OF ULTIMATE BENEFICIAL OWNERS INFORMATION FOR PUBLIC PROCUREMENT CONTRACTS	O



**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) under one of the following bidding procedures as per PPRA rules which shall be intimated in Press Tender Notice or Invitation letters:

- i. Single Stage One Envelope Bidding Procedure.
- ii. Single Stage Two Envelope Bidding Procedure.
- iii. Two Stage Bidding Procedure.
- iv. Two Stage Two Envelope Bidding Procedure.

Technical and Financial Bids in separate sealed envelopes for supply and delivery of goods, materials, equipment and/or services described in the Schedule of Requirement as Annexure "A" hereof. All the Annexures from "A" to "N" 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 bidder(s) shall bear all cost associated with the preparation and delivery of their bids, and the Purchaser will in no case be responsible or liable for those costs.
- 1.2. 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, but not later than One week prior to deadline for submission of bid(s) prescribed by the Purchaser.
- 1.3. At any time prior to the deadline for submission of bids, a modification in bidding document 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). The clarification/amendment issued (in general) shall be placed on the OGDCL web site for the intimation to all the prospective bidder(s).
- 1.4. Bidder(s) are required to submit their bid(s), which will bear words "CONFIDENTIAL" and **Tender # PROC-L( )** \_\_\_\_\_ procurement of **required material** as per Tender Notice/SOR.
- 1.5. The Purchaser will not take any responsibility for collecting the bids from any Agency.
- 1.6. The Purchaser reserves the right to increase or decrease the quantities or may cancel any or all items shown in the Schedule of Requirement without assigning any reason thereof.
- 1.7. The Purchaser reserves the right to have the items inspected by its own representative, or by 3rd party at its own cost (if required).
- 1.8. It must be indicated in the offer that the quotation fully conforms to Technical Specifications and Terms and Conditions of the Tender.
- 1.9. 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 a bid, the grounds for its rejection, but it is not required to justify those grounds.

- 1.10. Unsolicited advice/clarifications and personal approaches by the bidder(s) at any stage of evaluation are strictly prohibited and shall lead to disqualification.
- 1.11. In the event that the bidder(s) submits an alternative bid(s) whether in whole or against any of the items, a group or sub-group in addition to its Main Bid, the bids must be marked as "Main Bid" and "Alternative Bid". Alternative bid(s) which do not conform to the specifications, but meet the performance prescribed in, or the objectives of, the specifications may be submitted. However, only the Alternative Bid of the bidder(s) whose Main Bid is the lowest/most advantageous bid will be considered.
- 1.12. A bidder, who wishes to have its Alternative Bid(s) considered on an equal basis with all other (Main) Bids, must submit a Bid Bond/Bid Security for each Alternative Bids, an Alternative Bid must be submitted in a sealed envelope clearly marked "Alternative Bid", separate from the Main Bid.
- 1.13. The bidder(s) are expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to Bidding Documents 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 Orders/Cash Deposit Receipt/ Demand Draft issued by a Pakistani Scheduled Bank (listed or not listed at Pakistan Stock Exchange) or a branch of foreign bank operating in Pakistan is acceptable. However, Bid Bond/Bid Security/Earnest Money/ Performance Bond/ Advance Payment in shape of Bank Guarantees will not be acceptable with the banks whose market price per share is quoted below the Par Value at Stock Exchange.

## **2. BID PRICES:**

- 2.1. Firm bid prices shall be quoted as per format of Schedule of Requirement (Annexure-A) duly filled-in, stamped and signed by authorized representative of Bidder(s). Prices must be quoted as per format of Schedule of Requirement (SOR).
- 2.2. The original bid along with Annexure(s) mentioned in the Mandatory Checklist shall be duly filled-in, signed and stamped by authorized representative of bidder(s) mentioning name and designation of the person (s) signing the bid.
- 2.3. Prices must be quoted in Pakistani currency inclusive of all taxes and duties, indicating unit price and total bid prices. GST must be quoted separately along with copy of GST

Certificate. Bids offering prices in foreign currency will be rejected. Conditional bid / bid having any price adjustment formula will be rejected.

- 2.4. Prices must be quoted including all charges like handling, loading, transportation and un-loading, Octroi and Zila Tax etc. for delivery of material at Purchaser's stores mentioned in the Schedule of Requirement (Annexure A).
  - 2.5. Quoted prices shall be valid for the period mentioned in Annexure A from the opening date of the Technical Bid. Under Two Stage Two Envelope and Two Stage Bidding Procedures the bid validity shall be counted from the date of opening of final/supplementary financial proposals.
  - 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. Any quotation not confirming to Clause 2.1 to 2.6 shall be rejected without any right of appeal.
  - 2.8. 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.
  - 2.9. 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.
  - 2.10. Bidder(s) who disclose quoted prices anywhere in the Technical Bid, under "Single Stage Two Envelop" and "Two Stage Two Envelope" bidding procedures, their bid shall be rejected.
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.1.17, in favor of Purchaser as per amount mentioned in Tender Notice/SOR 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). 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.
  - 3.2. Any Bid not accompanied by Bid Security/ Bid Bond/Earnest Money with Technical Bid shall be rejected without any right of appeal. Short Bid Security/ Bid Bond/Earnest Money will not be accepted. Crossed Cheque/Insurance Guarantee/Swift Message will also be not accepted.
  - 3.3. The Bid Security/Bid Bond/Earnest Money shall be returned as per following manner:
    - 3.3.1 The Bid Security/ Bid Bond/Earnest Money of bidder(s) whose bid is rejected under Clause 2.7 will be returned forth-with.
    - 3.3.2 The Bid Security/ Bid Bond/ Earnest Money of Technically Non Responsive Bidder(s) shall be returned within two weeks of declaring the technical qualification.
    - 3.3.3 The Bid Security/ Bid Bond/ Earnest Money of the unsuccessful/financially higher bidder(s) will be released within two weeks of declaration of the successful bidder.
    - 3.3.4 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.
    - 3.3.5 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.

- 3.4. The Bid Security/ Bid Bond shall be forfeited/confiscated if they:
- 3.4.1 Withdraw their bid during the period of bid validity. OR
  - 3.4.2. Fails to provide Performance and/or Advance Bank Guarantees. OR
  - 3.4.3. Submit Forged document in support of their bid. OR
  - 3.4.4 Fails to supply the short/wrong shipped items. OR
  - 3.4.5 Any other reason warranting the confiscation of the Guarantee. OR
  - 3.4.6 Fails to execute Purchase Order and/or Contract in accordance with the tender document. OR
  - 3.4.7 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. **SEALING AND MARKING OF BIDS:**

- 4.1. The bidder(s) shall furnish Technical & Financial Bid(s) in two separate sealed envelopes under Single Stage Two Envelope & Two Stage Two Envelope bidding procedure.
- 4.2. Technical Bids will be opened first.
- 4.3. Bid Security/ Bid Bond as mentioned in Press Tender Notice/SOR must be enclosed with Technical Bid.
- 4.4. Only Financial Bid(s) of Technically responsive bidder(s) will be opened publicly.
- 4.5. Financial Bids of technically non responsive bidder(s) will be returned after award of Local Purchase Order to successful bidder(s).
- 4.6. The bid(s) shall be submitted in a sealed envelope marked as under:

**MANAGER (LOCAL PROCUREMENT),  
SUPPLY CHAIN MANAGEMENT DEPARTMENT,  
OIL & GAS DEVELOPMENT COMPANY LIMITED,  
OGDCL HOUSE, 1st LOOR, G-6/F -6, JINNAH AVENUE,  
ISLAMABAD.**

- 4.7. The envelope shall also bear the word “CONFIDENTIAL” and following identifications: -

**TENDER NO: PROC-L( )«TENDER NO»  
FOR PROCUREMENT OF «Description» DON'T  
OPEN BEFORE (AS PER SCHEDULE MENTIONED IN THE TENDER  
NOTICE/SOR)**

**TECHNICAL/FINANCIAL BID(s) (INDICATE ONE ON EACH ENVELOPE)**

- 4.8. If the envelope is not marked, as instructed above, the Purchaser will assume no responsibility for the misplacement or premature opening of bid(s).

5. **DEADLINE FOR SUBMISSION OF BIDS:**

- 5.1. The bids must be delivered at the Reception of OGDCL House, Jinnah Avenue, Islamabad on or before as per schedule mentioned in Press Tender Notice/SOR and the same will be opened accordingly.

6. **LATE BIDS:**

- 6.1. Any bid received by the Purchaser after the prescribed deadline for submission of bids mentioned in Press Tender Notice/SOR will not be accepted and returned un-opened to the bidder(s).

## 7. **BID OPENING:**

- 7.1. The purchaser will open the Technical Bid, in the presence of bidder's representative(s) who may choose to attend on date, time and location mentioned above. Only Financial Bid(s) of Technically responsive bidder(s) will be opened publicly.
- 7.2. 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.
- 7.3. The Purchaser will examine the bids to determine whether they are complete, no computational errors have been made, the required sureties have been furnished, documents have been properly signed, and the bids are generally in order.
- 7.4. Arithmetical errors found will be corrected as follows:
  - 7.4.1. Where there is a discrepancy between amount in figures and word, the amount in word will prevail.
  - 7.4.2. Where there is a discrepancy between the unit price and the total amount derive from the multiplication of the unit price and the quantity, the unit price as quoted will govern, unless there is an obvious gross arithmetical error in unit price, in which event, the extended amount quoted would prevail.
  - 7.4.3. In case the due date of bids opening falls on a holiday, the bids shall be opened on the next working day.

## 8. **DETERMINATION OF RESPONSIVENESS:**

- 8.1. After opening of the bids, the purchaser will determine whether each bid is substantially responsive to the requirements of the bidding documents.
- 8.2. 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 means in-consistent with the bidding document, affects in any substantial way the scope, quality or prescribed delivery schedule or which 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 by the purchaser and shall not subsequently be made responsive by the bidder(s) by correction of the non- conformity.
- 8.4. The purchaser 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. The bidder(s) is not permitted, however, to change bid price or substance of his bid.
- 8.6. Technical Evaluation Report shall be placed on OGDCL's website for the information of all the Bidders. The Bidders may lodge a written complaint for redressal of their grievances and disputes to **Bidders Grievance Redressal Committee (BGRC)** within Seven (07) Days of the placement of the Technical Evaluation Report and Five (05) Days after placement of Final/Financial Evaluation Report on OGDCL's website at [bgrc@ogdcl.com](mailto:bgrc@ogdcl.com) on the "Grievance Application Form" available at OGDCL website.

After uploading 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 keep visiting OGDCL's website 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.

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.

10.2. Purchase Order and its General Terms & Conditions is available at Annexure-G.

11. **PERFORMANCE BOND:**

11.1. The successful bidder(s) will have to submit a Performance Bond in the shape of either Bank Guarantee (as per format attached at Annexure-H) or CDR or Pay Order/Demand Draft equal to 10% of total value of Purchase Order and/or Contract exclusive of GST/PST/ICT, in line with ITB Clause No.1.17, within fifteen days after issuance of Letter of intent. Extension in Performance 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. However, Performance Bond will not be required in cases of spares/ consumables only uptoRs.5 Million in Proprietary, single source mode of procurement only.

11.2. In case the successful bidder(s) fails to furnish Performance Bond as per Clause #10.1, 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 3.4.

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:

11.4.1 Fails to provide Advance Bank Guarantee (where applicable). OR

11.4.2 Submit Forged document in support of their bid. OR

11.4.3 Fails to execute Purchase Order and/or Contract in accordance with the terms& conditions of tender document/LPO/Contract. OR

11.4.4 Fails to supply the short/wrong shipped items. OR

11.4.5 Any other reason warranting the confiscation of the Guarantee. OR

11.4.6 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 Annexure A & D of Tender/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 in Clause No.6(b) of General Terms & Conditions of Annexure G of 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 # 15.
- 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 (a) 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:**

- 15.1 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.
- 15.2 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 supplier shall not be liable for penalty for delay in delivery of ordered goods, if, and to the extent delay in delivery or other failure to perform his obligation under the Purchase Order, of being the result of occurrence of Force Majeure i.e. causes such as natural calamities, war, civil disturbance, military action, fire as well as other circumstance proved to the satisfaction of the Purchaser to be beyond the reasonable control of the supplier, which may impede the fulfillment of the obligations under the Purchase Order.
- 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:**

20.1 The successful bidder(s) will have to submit a Bank Guarantee as per format attached at (Annexure-I) as per Tender Document Clause No.1.17 equal to the amount of advance, if allowed under Tender terms within the period specified in the Letter of Intent. 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:

20.3.1 Submit Forged document in support of their bid. OR

20.3.2 Fails to execute Purchase Order and/or Contract in accordance with the terms & conditions of tender document/LPO/Contract. OR

20.3.3 Fails to supply the short/wrong shipped items. OR

20.3.4 Any other reason warranting the confiscation of the Guarantee. OR

20.3.5 In case of any loss or damage suffered by the Purchaser due to any of the aforementioned acts 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.

22. You are encouraged to inform Managing Director & General Manager (SCM) on the following addresses/ contacts, in case where any OGDCL employee asks 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 Bidding Documents 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:- \_\_\_\_\_

\_\_\_\_\_

**BIDDING FORM (FINANCIAL BID)**

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

Gentlemen,

1. Having examined the Bidding Documents 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 for the sum of Rs. \_\_\_\_\_ *(Total bid amount in words)* (inclusive of all taxes with GST) or such other sum as may be ascertained in accordance with the said conditions.

2. 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 must be attached with Technical Bid Yes No  
(No exemption of Bid Bond is allowed as per PPRA Rule 2004  
whether the bidder is from Public or Private Sector):
  
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 \_\_\_\_\_

**(TO BE ATTACHED WITH FINANCIAL 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. Total FOR Price: \_\_\_\_\_ Rs \_\_\_\_\_  
(Inclusive of all taxes except GST)
5. Total FOR Price (Inclusive of all taxes with GST): \_\_\_\_\_ Rs \_\_\_\_\_
6. GST Registration No. \_\_\_\_\_
7. Bidding Form (Annexure-C attached with financial bid): Yes No
8. Any Deviation: \_\_\_\_\_

Signature \_\_\_\_\_

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

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

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

Guarantee No..... OGDCL  
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 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:
  - a) Fails, refuses or delays to accept / execute purchase order as per Tender / Contract's terms & conditions.
  - OR**
  - b) Fails, refuses or delays to sign / execute the Contract as per Tender / Contract's terms & conditions.
  - OR**
  - c) Fails, refuses or delays to furnish Performance Bond and / or Advance Bank Guarantees.
  - OR**
  - d) 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.
5. The Guarantor Bank warrants and represents that it is fully authorized, empowered and competent to issue this guarantee.

**(BANKER)**





**OIL & GAS DEVELOPMENT COMPANY LTD**  
**OFFICE OF THE**  
**MANAGER (LOCAL) PROCUREMENT**



SCM (Local) Procurement, 1<sup>st</sup> Floor,  
OGDCL House, G-6/F-6,  
Jinnah Avenue,  
Islamabad-Pakistan

TEL: 92002 3750.  
FAX: 9218048  
EMAIL: \_\_\_\_\_  
Web Site: [www.ogdcl.com](http://www.ogdcl.com)

GST No: 07-02-2802-001-55

**LPO No : IBA/ / \_\_\_\_\_**

**ISSUED ON : \_\_\_\_\_**

M/s \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_.

**SUBJECT: LOCAL PURCHASE ORDER.**

Dear Sir,

Ref your quotation # \_\_\_\_\_ dated \_\_\_\_\_ opened on  
\_\_\_\_\_ against our Press Tender/Tender Enquiry/Fax Enquiry # PROC-L( )  
\_\_\_\_\_ dated \_\_\_\_\_ regarding procurement of \_\_\_\_\_.

We feel pleasure in placing an order on you for the supply of stores given below.  
Terms and Conditions of supply are noted below and on reverse.

A/C CODE: \_\_\_\_\_

INDENT No. \_\_\_\_\_ DT. \_\_\_\_\_  
FOR: (LOCATION \_\_\_\_\_ ) DEPARTMENT \_\_\_\_\_

S. NO.	DESCRIPTION	QTY	UNIT	INDEX NUMBER	UNIT RATE (RUPEES)		TOTAL (RUPEES)
					(EXCL OF GST)	(INCL OF GST)	
(RUPEES _____ ONLY)							GRAND TOTAL: (INCLUSIVE OF % GST)

**TERMS & CONDITIONS:**

- DELIVERY PLACE & PERIOD:** AT OUR \_\_\_\_\_ WITHIN \_\_\_\_\_ AFTER ISSUANCE OF LPO.
- PAYMENT CLAUSE:** AS PER TERMS & CONDITIONS OF THE ANNEXURE A & D.
- PERFORMANCE BOND:** 10% PERFORMANCE BOND AS PER CLAUSE # 10 OF TENDER DOCUMENT MUST BE SUBMITTED WITHIN 07 DAYS (if applicable).
- INSPECTION:** .....
- PLEASE ACKNOWLEDGE RECEIPT OF THIS ORDER IMMEDIATELY ACKNOWLEDGEMENT AND/OR PERFORMANCE, PARTIAL OR COMPLETE, OF THIS PURCHASE ORDER SHALL CONSTITUTE THE SUPPLIER/SELLER'S ACCEPTANCE OF ALL TERMS AND CONDITIONS OF THIS PURCHASE ORDER WITHOUT REGARD TO AND IN SUPERCESSION OF ANY AND ALL PREVIOUS CORRESPONDENCE/ DOCUMENTATION BETWEEN THE PARTIES.

for **OIL & GAS DEVELOPMENT COMPANY LTD.**

**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) alongwith 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.

**ANNEXURE - H**

**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 \_\_\_\_\_ from the date of issuance.
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 or 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 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, mis-representing 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 voidable 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

*(WHERE APPLICABLE, TO BE SUBMITTED ON DEMAND OF OGDCL)*

**FAIR PRICE CERTIFICATE**

WE M/S \_\_\_\_\_ HEREBY CERTIFY  
THAT PRICES QUOTED BY US AGAINST OIL AND GAS DEVELOPMENT LIMITED TENDER  
ENQUIRY NO. PROC-L \_\_\_\_\_ ARE THE LOWEST AND  
MOST COMPETITIVE AS GENERALLY APPLICABLE TO ALL OTHER BUYERS AND OR SOLD  
THROUGH OUR AGENTS AS PER PREVAILING INTERNATIONAL MARKET AS ON THE  
DATE OF QUOTE AND IF IT IS ESTABLISHED AT ANY STAGE THAT THESE WERE HIGHER  
WE SHALL BE HELD RESPONSIBLE AND AGREE TO PAY IMMEDIATELY THE  
DIFFERENTIAL TO OIL & GAS DEVELOPMENT COMPANY LIMITED.

SIGNATURE AND SEAL OF THE  
*MANUFACTURER/SOLE AGENT/AUTHORIZED  
DEALER*

NOTE: FAIR PRICE CERTIFICATE WILL BE REQUIRED, IN CASE SINGLE BID IS  
FOUND TECHNICALLY RESPONSIVE IN THE RESPECTIVE TENDER.

(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/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.

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 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)**