



OIL & GAS DEVELOPMENT COMPANY LTD.

TENDER DOCUMENTS

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INVITATION FOR BIDS

Date: _____

Bid / Procurement No.: _____

1. The Employer, Oil & Gas Development Company Limited (OGDCL), invites sealed bids from eligible firms or persons registered with Federal Govt. or Provincial Govts. or Pakistan Engineering Council in the appropriate category and duly meet technical evaluation criteria for
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2. A complete set of Bidding Documents may be downloaded by an interested eligible bidder from OGDCL website, www.ogdcl.com, under tender tab. Further information may be obtained from the office of the General Manager (SCM), Oil & Gas Development Company ,OGDCL House ,Jinnah Avenue Blue area , Islamabad .Ph :051-920023800,Fax :051-9207530
Email :zahid.abbas@ogdcl.com
3. Technical bids must be accompanied by a Bid Security in the amount as mentioned in the press advertisement. Both Technical and Financial Bids under Single Stage Two Envelope Procedure of PPRA rules must be delivered to "General Manager(SCM), Oil & Gas Development Company Limited, OGDCL House, Jinnah Avenue, Blue Area, Islamabad" on or before the time and date mentioned in the press advertisement. Bids will be opened at the time & date mentioned in the press advertisement, in the presence of bidders' representatives who choose to attend, at the same address.

**INSTRUCTIONS
TO BIDDERS
&
BIDDING DATA**

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INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Employer as defined in the Bidding Data (hereinafter called “the Employer”) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as “the Works”).

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

1.2 Source of Funds

The Employer has arranged funds from its own sources.

IB.2 Eligible Bidders

2.1 Bidding is open to all firms and persons meeting the following requirements:

- a) Firms or persons registered with Federal Govt.or Provincial Govts.or Pakistan Engineering Council (PEC) in the appropriate category for value of Works.
- b) duly meet technical criteria mentioned in these bid documents.

IB.3 Cost of Bidding

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.

1. Instructions to Bidders & Bidding Data

2. Form of Bid & Schedules to Bid
Schedules to Bid comprise the following:
 - (i) Schedule A: Schedule of Prices
 - (ii) Schedule B: Specific Works Data
 - (iii) Schedule C: Works to be Performed by Subcontractors
 - (iv) Schedule D: Proposed Programme of Works
 - (v) Schedule E: Method of Performing Works
 - (vi) Schedule F: Integrity Pact
3. Conditions of Contract & Contract Data
4. Standard Forms:
 - (i) Form of Bid Security
 - (ii) Form of Performance Security
 - (iii) Form of Contract Agreement
 - (iv) Form of Bank Guarantee for Advance Payment
5. Ur geknRtqxkukqpu"ISpecifications
6. Drawings, if any

IB.5 Clarification of Bidding Documents

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Employer at the Employer's/Engineer's address indicated in the Bidding Data.
- 5.2 The Engineer/Employer will respond to any request for clarification which it receives earlier than ten (10) days prior to the deadline for the submission of Bids. Copies of the Engineer/Employer's response will be uploaded on OGDCL website for all prospective bidders, at least five (5) days prior to dead line for submission of Bids, who have downloaded the Bidding Documents including a description of the enquiry but without identifying its source.

IB.6 Amendment of Bidding Documents

- 6.1 At any time prior to the deadline for submission of Bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.
- 6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be uploaded on company website for all prospective bidders. Prospective bidders shall download all addendas, uploaded before the bid opening, for preparation of their bids. Employer shall bear no responsibility, in case of failure of the any bidder to download the addendas and prepare his bid accordingly.

- 6.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may at its discretion extend the deadline for submission of Bids or otherwise, depending on the quantum of work required due to addendum.

C. PREPARATION OF BIDS

IB.7 Language of Bid

- 7.1 The bid prepared by the bidder and all correspondence and documents relating to the Bid, exchanged by the bidder and the Employer shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

IB.8 Documents Comprising the Bid

- 8.1 The bid prepared by the bidder shall comprise the following components:
- (a) Covering Letter
 - (b) Form of Bid duly filled, signed and sealed, in accordance with Sub-Clause IB.14.3.
 - (c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with Sub-Clause IB.14.2.
 - (d) Bid Security furnished in accordance with Clause IB.13.
 - (e) Power of Attorney in accordance with Sub-Clause IB.14.5.
 - (f) Documentary evidence in accordance with Clause IB.11
 - (g) Documentary evidence in accordance with Clause IB.12.

IB.9 Sufficiency of Bid

- 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.

9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

IB.10 Bid Prices, Currency of Bid and Payment

10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to Schedule of Prices.

10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.

10.3 The unit rates and prices in the Schedule of Prices shall be quoted by the bidder in the currency as stipulated in Bidding Data.

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its technical bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

11.2 Bidder/Manufacturer must possess and provide, as part of technical bid, evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria stipulated in the Bidding Documents.

IB.12 Documents Establishing Works' Conformity to Bidding Documents

12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.

12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Employer in the Technical Provisions are intended to be descriptive only and not restrictive.

IB.13 Bid Security

13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security in the amount stipulated in Bidding Data in Pak. Rupees in the form of Bank Draft/Call Deposit Pay order or Bank Guarantees per format provided) in favour of Employer valid for a period up to twenty eight days (28) beyond the bid) validity date. Bid Security will not be acceptable, with the banks whose market price per share is quoted below the Par Value at Stock Exchange. Crossed Cheque/Insurance Guarantee/Swift Message will not be acceptable

- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, pursuant to Clause IB.21 and signed the Contract Agreement, pursuant to Sub-Clauses IB.20.2 & 20.3.
- 13.5 The Bid Security may be forfeited if a bidder fails to fulfill agreed tender/contract terms and conditions as under :
- (a) if a bidder withdraws his bid during the period of bid validity; or
 - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
 - (c) in the case of a successful bidder, if he fails to:
 - (i) furnish the required Performance Security in accordance with Clause IB.21, or
 - (ii) sign the Contract Agreement, in accordance with Sub-Clauses IB.20.2 & 20.3.
 - (iii) Documents submitted by bidder were found forged during procurement/Tendering Process

Validity of Bids, Format, Signing and Submission of Bid

Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.

All Schedules to Bid are to be properly completed and signed.

No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in Clause IB.8 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.

The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorising the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the

bid.

- 14.6 The Bid shall be delivered in person or sent by registered mail at the address to Employer as given in Bidding Data.

D. SUBMISSION OF BID

IB.15 Deadline for Submission, Modification & Withdrawal of Bids

- 15.1 Bids must be received by the Employer at the address/provided in Bidding Data not later than the time and date as mentioned in the press advertisement.
- 15.2 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.3 Any bid received by the Employer after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 15.4 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
- 15.5 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to Sub-Clause IB.13.5(a).

E. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation

- 16.1 The Employer will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the press advertisement.
- 16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Employer at its discretion may consider appropriate, will be announced by the Employer at the bid opening. The Employer will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

- 16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Employer may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

16.4 (a) Prior to the detailed evaluation, pursuant to Sub-Clauses IB.16.7 to 16.9, the Engineer/Employer will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include to determine the requirements listed in Bidding Data.

(b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Employer in accordance with the Corrected Schedule of Prices.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.

16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Employer, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

16.7 The Engineer/Employer will evaluate and compare only the bids previously determined to be substantially responsive pursuant to Sub-Clauses IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to Sub-Clause 16.8 herein below.

(a) Technical Evaluation

It will be examined in detail whether the Works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the Works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

(b) Commercial Evaluation

It will be examined in detail whether the bids comply with the commercial/contractual conditions of the Bidding Documents. It is expected that no material deviation/stipulation shall be taken by the bidders.

16.8 Evaluated Bid Price

In evaluating the bids, the Engineer/Employer will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

- (i) making any correction for arithmetic errors pursuant to Sub-Clause 16.4 hereof.
- (ii) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.

IB-16 (A)

BID DISCOUNT

Refer PPRA Rules 38(A), OGDCL may seek un-conditional discount. The bidder may offer unconditional discount, in percentage of their quoted price or bids, before opening of the financial proposal. The discounted bid price shall be considered as original bid for evaluation being an integral part of the bid. No offer of discount shall be considered after the bids are opened.

End of IB-16(A)

IB.17 Process to be Confidential

- 17.1 Subject to Sub-Clause IB.16.3 heretofore, no bidder shall contact Engineer/Employer on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Employer. The evaluation result shall be announced at least ten (10) days prior to award of Contract. The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.
- 17.2 Any effort by a bidder to influence Engineer/Employer in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas, any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation result, however, mere fact of lodging a complaint shall not warrant suspension of procurement process.

F. AWARD OF CONTRACT

IB.18. Post Qualification

- 18.1 The Employer, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided that such qualification shall only be laid down after recording reasons therefor in writing. They shall form part of the records of that bid evaluation report.

- 18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under Clause IB.11, as well as such other information required in the Bidding Documents.

IB.19 Award Criteria & Employer's Right

- 19.1 Subject to Sub-Clause IB.19.2, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of Clause IB.18.
- 19.2 Not with standing Sub-Clause IB.19.1, the Employer 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 affected bidders or any obligation to inform the affected bidders of the grounds for the Employer's action except that the

grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

IB.20 Notification of Award & Signing of Contract Agreement

- 20.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing (“Letter of Acceptance”) that his bid has been accepted.
- 20.2 Within seven (7) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 20.3 The formal Agreement between the Employer and the successful bidder shall be executed within seven (7) days of the receipt of Form of Contract Agreement by the successful bidder from the Employer.

IB.21 Performance Security

- 21.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance.
- 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.22 Integrity Pact

The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Federal Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid non-responsive.

BIDDING DATA

Instructions to Bidders

Clause Reference

1.1 Name of Employer

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

Brief Description of Works

" Y cvgt'Rtqqhpi "qh'Qxgt'J gcf "Vcpm*72.222'I cmppu+cv"Vj g'Tqqh"qh*38vj "Hqqqt+"
"*****"QI FEN"J qwug.Kurco cdcf ""

5.1 (a) Employer's address:
General Manager(SCM), Oil & Gas Development Company Limited,
OGDCL House, Jinnah Avenue, Blue Area, Islamabad. Ph.051-
920023800, khan_alam@ogdcl.com

(b) Engineer's address:
As per Workorder.

10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.

11.2 The bidder/manufacturer has the financial, technical and experience capability necessary to perform the Contract as per Technical Evaluation criteria given at the end of the "Contrat Data" Part.

12.1 (a) A detailed description of the Works, essential technical and performance characteristics.

(b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.

13.1 Amount of Bid Security

Bid Security in the amount as mentioned in the press advertisement.

14.1 Period of Bid Validity

100 calender days. The bid validity period may be extended by the bidder in case of expiry of the bid validity, at the request of the employer. If the contractor will not extend the bid validity then his bid security may be released without any forfeiture.

14.4 Number of Copies of the Bid to be Submitted

One original.

14.6 (a) Employer's Address for the Purpose of Bid Submission

General Manager(SCM), Oil & Gas Development Company Limited, OGDCL House, Jinnah Avenue, Blue Area, Islamabad.

15.1 Deadline for Submission of Bids

As per press advertisement.

16.1 Venue, Time, and Date of Bid Opening

As per press advertisement.

16.4 Responsiveness of Bids

- (i) the Bid is valid till required period,
- (ii) the Bid prices are firm during currency of contract.
- (iii) completion period offered is within specified limits as mentioned in press advertisement.
- (iv) the Bidder/Manufacturer is eligible to Bid and possesses the requisite experience, capability and qualification.
- (v) the Bid does not deviate from basic technical requirements and
- (vi) the Bids are generally in order, etc.

16.7 (a) Technical Evaluation

A table of Technical Evaluation criteria is attached below, which shall be filled by Owner/Consultant. Accordingly contractor's technical evaluation shall be carried out.

FORM OF BID AND SCHEDULES TO BID

FORM OF BID

(LETTER OF OFFER)

Bid Enquiry No. _____
Construction of _____

(Name of Works)

To:

General Manager(SCM),
Oil & Gas Development Company Limited,
OGDCL House, Jinnah Avenue, Blue Area, Islamabad.

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of _____ drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of 100 days 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.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.

8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this _____ day of _____, 2017

Signature _____

in the capacity of _____ duly authorized to sign bid for and on behalf of

(Name of Bidder in Block Capitals)

(Seal)

Address

Witness:

(Signature) _____

Name: _____

Address: _____

[SCHEDULES TO BID INCLUDE THE FOLLOWING:

- Schedule A to Bid: Schedule of Prices
- Schedule B to Bid: Specific Works Data
- Schedule C to Bid: Works to be Performed by Subcontractors
- Schedule D to Bid: Proposed Programme of Works
- Schedule E to Bid: Method of Performing Works
- Schedule F to Bid: Integrity Pact]
- Schedule N to Bid Form 4

SCHEDULE – A TO BID
SCHEDULE OF PRICES

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	(a) Bill of Quantities	

PREAMBLE TO SCHEDULE OF PRICES

1. General

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.
- 1.2 The Contract shall be for the whole of the Works as described in these Bidding Documents. Bids must be for the complete scope of works.

2. Description

- 2.1 The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.

3. Units & Abbreviations

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the Systeme Internationale d' Unites (SI Units) or customary units for certain items as convenient to employer.

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

The rates, prices and amounts shall be entered against each item in the

SCHEDULE - A TO BID

Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

- 4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.
- (b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.
- 4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

5. Bid Prices

5.1 Break-up of Bid Prices

The various elements of Bid Prices shall be quoted as detailed by the Employer in the format of Schedule of Prices.

The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

6. Provisional Sums

- 6.1** Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Employer. The Contractor will only receive payment in respect of Provisional Sums if he has been instructed by the Engineer/Employer to utilise such sums.

OIL & GAS DEVELOPMENT COMPANY LTD,

Bill of Quantities

SR. NO.	WATERPROOFING OF OVERHEAD WATER TANK (50,000 GALLON) AT THE ROOF OF (16TH FLOOR) OGDCL HOUSE, JINNAH AVENU, BLUE AREA, ISLAMABAD.	Unit Rate Inclusive All Applicable Taxes Exclusive of PST / ICT (PKR)	Total Cost Inclusive All Applicable Taxes Exclusive of PST / ICT (PKR)
1.	Lump Sum Cost for de-slugging, precisely cleaning, disposal of slug, mechanical grinding, epoxy injection with approved chemicals, removal & repair of honey combed concrete, application of waterproofing with approved chemicals in approved quantity all as per specification of TOR. Lump sum	2,975,000.00	2,975,000.00
A	Grand Total Inclusive of All Applicable Taxes Exclusive of PST / ICT Sale Tax		2,975,000.00
B	Percentage _____% Above/Below (Tick One) the Estimated Cost (Rs)		
C	Total Amount inclusive of Percentage above or below as quoted above (A+B) (Rs.)		
D	Rate & Amount Of PST / ICT Sale Tax On Total Amount at Sr. C (Rs.) @ _____%		
E	Grand Total Inclusive Of All Applicable Taxes With PST / ICT (C+D) (Rs.)		

Total Bid Amount in Words _____

Note:

1. The rate and amount given in the BOQ are inclusive of all applicable taxes excluding PST / ICT. The rate and amount of PST / ICT Sale Tax will be mentioned separately in the above referred relevant row / column.
2. Bidder(s) must submit complete tender documents as available on website and having duly stamped and signed at the time of submission of bid otherwise OGDCL reserves the right to reject the bid.
3. Bidder(s) shall clearly mention if he is opting for reduced rate of PST / ICT and his bid shall be evaluated accordingly by adding reduced sales tax in their bid price, whereas, the bidders who opt for full rate of PST / ICT, their bids will be evaluated excluding PST / ICT. No change will be acceptable in the option of rate of PST / ICT after submission of the bid.
4. The contractor being registered with respective revenue authority is entitled to charge applicable sales tax over and above its bid price (excluding sales tax) and will be responsible for the payment of such sales tax to the respective revenue authority as per prevailing laws. OGDCL shall reimburse the amount of sales tax to the concerned contractor based on valid payment documents of respective revenue authority.
5. OGDCL shall withhold applicable income tax / PST / ICT as per prevailing withholding rules.
6. PST stands for Provincial Sales Tax, ICT stands for Islamabad Capital Territory Sales Tax and PKR stands for Pak Rupees.

Contractor Signature & Official Seal

OIL & GAS DEVELOPMENT COMPANY LTD



GD97 5 @DFCJ-G-CBG'#

'H97 < B=7 5 @GD97 = 7 5 H-CB

WATERPROOFING OF OVERHEAD WATER TANK (50,000 GALLON) AT THE ROOF OF (16TH FLOOR) OGDCL HOUSE, JINNAH AVENU, BLUE AREA, ISLAMABAD.

DESIGN GUARANTEE.

1. This is to confirm that We M/S _____ undertake and certify that the Waterproofing of Overhead Water Tank (50,000 Gallons) at the roof of (16th floor) OGDCL House, Jinnah Avenue, Blue area, Islamabad, shall be handled and executed with due care and diligence. All possible efforts shall be made to make each and every activity of the project sound and stable both from Technical & Financial aspects.

2. We further undertake that We M/S _____ shall be responsible and liable for any fault occurred due to faulty technical application or professional negligence as per guidelines of Pakistan Engineering Council.

Sincerely Your's,

Dated:- _____

(_____),

M/S _____
NIC NO. _____



OIL & GAS DEVELOPMENT COMPANY LTD.

Special Provision

FOR

SUBJECT:- **WATERPROOFING OF OVERHEAD WATER TANK (50,000 GALLONS) AT THE ROOF OF (16TH FLOOR) OGDCL HOUSE, JINNAH AVENUE, BLUE AREA, ISLAMABAD.**

OGDCL intends to hire a contractor for Waterproofing of Overhead Water Tank (50,000 Gallons) at the roof of (16th floor) OGDCL House, Jinnah Avenue, Blue area, Islamabad inclusive of all allied works and materials, its maintenance during Guarantee / Warranty Liability Period (Min 05 years).

The Scope of work shall include all required operation / applications (with materials, manpower and equipment / machinery) required for waterproofing but not limited to the following:-

1. **De slugging and precisely cleaning of tank.**

- 1.1. Removal of all mud & slug from water tank.
- 1.2. Bringing it down at ground floor by cargo lift of the building.
- 1.3. Disposal of mud and slug as per CDA rules from the premises of the building. This will be completely the responsibility of the contractor. OGDCL will not be responsible for matters with CDA.
- 1.4. Thoroughly cleaning of walls to bring the actual substrate.
- 1.5. Mechanical grinding with sand paper / disc to remove the scale from entire walls, entire bottom slab and on roof slab with 1 foot adjacent to walls.

2. **Epoxy injection**

- 2.1. Through examination of the tank both walls and base of tanks to find out the cracks.

- 2.2. Using clean, compressed air, blow out any remaining debris and liquid.
- 2.3. Blow any remaining water from the crack with clean compressed air.
- 2.4. If a coating, sealant or paint has been applied to the concrete it must be removed before placing the paste-over epoxy (Epoxy Mortar) MITCH EPOADH 1 or equivalent. Under the pressure of injection these materials may lift and cause a leak. If the surface coating is covering the crack, it may be necessary to root out the opening of the crack in a "V" shape using a grinder in order to get past the surface contamination.

2.5



- 2.6. To adhere the port to the concrete, apply a small amount of epoxy MITCH EPOADH 1 or equivalent around the bottom of the port base. Place the port at one end of the crack and repeat until the entire crack is ported. As a rule of thumb, injection ports should be placed 8" apart along the length of the crack. (Do not allow epoxy to block the port or the crack under it, this is where epoxy must enter the crack.)
- 2.7. Using a putty knife or other paste-over tool, generously work epoxy MITCH EPOADH 1 or equivalent along the entire length of the crack. Take care to mound the epoxy around the base of the port to approximately 1/4" thick extending 1" out from the base of the port and to work out any holes in the material. It is recommended that the paste-over should be a minimum of 3/16" thick and 1" wide along the crack. Insufficient paste-over will result in leaks under the pressure of injection.



2.8.

2.9. If the crack passes completely through the concrete element, seal the back of the crack, if possible. If not, epoxy may be able to run out the back side of the crack, resulting in an ineffective repair.



2.10. Allow the paste-over to harden before beginning injection. Spreading paste-over into a thin film (approximately 1/8") on the mixing surface will slow curing by allowing the heat from the reaction to dissipate.

2.11. Attach the injection fittings to the first port until it clicks into place. Make sure that the heads of all the ports are pushed in to the open position. In vertical applications, begin injection at the lowest port and work your way up. In a horizontal application start at one end of the crack and work your way to the other end.



2.12.

2.13. Inject epoxy MITCHEPO LV or equivalent into the first port until it will no longer flow into the crack. If epoxy shows at the next port and the first port still accepts material, close the second port and continue to inject into the first port until it accepts no more epoxy. Continue closing ports where epoxy appears until the first port refuses epoxy. When the first port reaches the point of refusal, brace the base of the port and pull out gently on the head of the port to close it. Pulling too hard may dislodge the port from the surface of the concrete, causing a leak.

2.14. Go to the last port where epoxy appeared while injecting the first port, open it, and continue injection at this port. If the epoxy has set up and the port is bonded closed, move to the next clean port and repeat the process until every portion of the crack has refused epoxy.

3. **Honey Combing repairs**

3.1. Removal of all loose concrete by mechanical tools only.

3.2. Removal of all loose dust and dirt from cavities.

3.3. Application of MITCHBOND EPO or equivalent bonding epoxy on the walls of cavities of the dried substrate.

3.4. Mixing and pouring of HARDOGROUT or equivalent non-shrink cementitious grout in required consistency to fill and repair honey combing. Small quantities may be mixed with a drill and "jiffy" mixer. Use a paddle type mortar mixer for large jobs. All materials should be in the proper temperature range of 50-80°F (10°-27°C). Add the appropriate amount of clean, potable water for the batch size and then add the dry grout. Mix for a minimum of 2-3 minutes. The mixed grout should be quickly transported to the grouting site and placed immediately. Proper curing procedures are important to ensure the durability and quality of the grout. Cure the grout with a high solids curing compound, such as HARDOCURE WB compound or equivalent must be used. Improper curing can cause minor cracks on outer layer and minimize the ultimate strength.

4. Waterproofing

4.1. On neat clean and SSD conditioned substrate (SSD stands for saturated surface-dry and it describes a condition that a concrete surface must be brought to when a cement product is to be applied to it. The surface is SSD when the concrete is saturated with water to a depth of several millimeters, but the other surface is devoid of free water, as if it had been dried with a towel. This surface condition is very important when applying cement products to existing concrete because the saturation prevents rapid drying and weakening of the product and its bond to the surface. Just as important, removal of free water from the surface prevents dilution and weakening of the product in exactly the location where strength is most vital: at the bond interface) Application of 1st Primer coat made by MITCHFLEX 2K (or equivalent), MITCHBOND SBR (or equivalent) and water, at site.

4.2. Application of 2nd Primer coat made by MITCHFLEX 2K (or equivalent), MITCHBOND SBR (or equivalent) and water, at site.

4.3. Application of 1st Flood Coat of MITCHFLEX 2K (or equivalent) @0.5kg/m² by brush. The liquid polymer is poured from the plastic container into a plastic or metal drum having a volume of at least 25 liters. Then powder component is gradually added whilst mixing

with a slow speed drill fitted with an approved mixing paddle. Mixing must be continued until lump free slurry is obtained. This should take a minimum of three minutes to a maximum of five minutes. The first coat should be allowed to cure for a minimum of 5 hours at 20°C or 3 hours at 35°C prior to a second application or till it's not completely dried.

4.4. Application of 2nd Flood Coat of MITCHFLEX 2K (or equivalent) @0.5kg/m² by brush.

4.5. Application of 3rd Flood Coat of MITCHFLEX 2K (or equivalent) @0.5kg/m² by brush.

4.6. Application of 4th Flood Coat of MITCHFLEX2K (or equivalent) @0.5kg/m² by brush.

5. Continuous Electric & water connection, cargo lift & place for materials will be provided by client free of cost. Alternate water supply must be maintained by the employer as tank will not be available for construction period and curing period of applied chemicals thereafter.

6. The contractor will provide manufacturer certificate for the chemicals used in this work. Further contractor will submit certificate on non judicial stamp paper for warranty / guarantee period for this waterproofing job, as per specimen of the employer.

7. COMPLETION PERIOD.

- 7.1 Completion Period for the entire work will be 30 days considering the actual time may involve in de-slugging, cleaning & drying of walls & bottom slab, epoxy application in cracks, honeycomb concrete repairing, waterproofing chemicals application and drying & curing period for waterproofing application.
- 7.2 The proposed completion period by contractor need to be practical, logical and reasonable.
- 7.3 Contractor will provide details and methodology for justification of his completion period in his technical bid.
- 7.4 It is important to note that employer will appreciate the minimum practical completion period but not at the cost of quality and purpose of the job.

8 PAYMENT..

The payments are to be made in 02 stages.

- 8.1 De-slugging, cleaning and Epoxy Injection
 - a. Upon acceptance of execution of de-slugging & cleaning task = 60 % of contract price.
- 8.2 Honeycomb concrete (where required) repair and waterproofing
 - a. Upon acceptance of completion of honeycomb concrete repair & waterproofing task. = 40 % of contract price.
- 8.3 Performance Bond and 50 % Retention money both shall be retained till completion of Defects Liability Period.

9.0 OTHER CLAUSES.

- 9.1 If required, you will be bound to provide any other documents related to the project without any additional charges.
- 9.2 Additional services if required (other than the services mentioned in the scope of services) will be paid on the rate mutually agreed by both the parties hereafter.
- 9.3 The drawings and other documents prepared in connection with the project shall be the property of OGDCL and copyrights therein shall vest with OGDCL.
- 9.4 No escalation shall be allowed on account of fluctuation in market rates. OGDCL may terminate the contract before or during execution without entertaining any claim of the contractor on this account. Payment for the work executed and verified by OGDCL will be considered.

- 9.5 No claim on account of any delay in approval of executed task or payment thereof shall be entertained. No claim on account of any reason shall be considered.
- 9.6 All bills shall be paid, as per OGDCL procedure and in time as required by OGDCL procedure and no interest for delay in payment of running bills or Final bill is applicable.
- 9.7 Pre-Bid meeting (if required) will be called and Date, time and venue will be communicated accordingly.
- 9.8 No damage at site for any reason shall be compensated and the cost quoted shall be final for the desired specifications.
- 9.9 It will be the responsibility of the contractor to maintain working environment and avoid disturbance during office hours in the building.
-

1€0 **GOVERNING LAW.**

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

11.0 **BID EVALUATION CRITERIA.**

11.1 As per attached Performa.

Thanking you.

SCHEDULE - B TO BID

SPECIFIC WORKS DATA

The work shall be as per contract agreement and in compliance to the BOQ, Drawings and Technical Specifications.

SCHEDULE – C TO BID

WORKS TO BE PERFORMED BY SUBCONTRACTORS

The bidder will do the work with his own forces except the work listed below which he intends to sub-contract.

Items of Works to be Sub-Contracted	Name and address of Sub-Contractors	Statement of similar works previously executed (attach evidence)
--	--	---

(DELETED)

Note:

1. No change of Sub-Contractors shall be made by the bidder without prior approval of the Employer.
2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Employer's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.
3. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.

SCHEDULE – D TO BID

PROPOSED PROGRAMME OF WORKS

Bidder shall provide a programme in a bar-chart showing the sequence of work items by which he proposes to complete the Works of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the Works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of Works to be supplied under the Contract.

SCHEDULE – E TO BID

METHOD OF PERFORMING WORKS

The bidder is required to submit a narrative outlining the method of performing the Works. The narrative should indicate in detail and include but not be limited to:

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of constructional and erectional plant, tools and vehicles proposed to be used in delivering/carrying out the Works at Site
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- Organisation chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.

SCHEDULE – F TO BID

(INTEGRITY PACT)

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

Contract No. _____ Dated _____
Contract Value: _____
Contract Title: _____

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

Without limiting the generality of the foregoing, [name of 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 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, consultant, 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 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 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.

[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, 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, [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.

Name of Buyer:
Signature:
[Seal]

Name of Seller/Supplier:
Signature:
[Seal]

Form 4
Mandatory for participation in Bidding Process

AFFIDAVIT

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

1. That I am competent to swear this affidavit being proprietor/one or 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 have not been black listed/de-listed any Institutional agencies/Govt. Deptt/ Public Sector Undertaking.
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)

Financial Details of The Firm
(To be attached with Technical Bid)

1. Name of The Firm /Company _____

2. PEC Category _____ valid upto _____

3. Company Name /Vendor Name _____
(As per Title of bank Account)

4. International Bank Account Number _____
(24 digits)

5. Bank Name _____

6. Branch Name & Address _____

7. National Tax Number _____

8. Postal Address _____

CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

1.1.1 “Contract” means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 “Specifications” means the document as listed in the Contract Data, including Employer’s requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 “Drawings” means the Employer’s drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

1.1.4 “Employer” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.

1.1.5 “Contractor” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.

1.1.6 “Party” means either the Employer or the Contractor.

Dates, Times and Periods

1.1.7 “Commencement Date” means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.

1.1.8 “Day” means a calendar day

1.1.9 “Time for Completion” means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

1.1.10 “Cost” means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

Other Definitions

- 1.1.11 “Contractor’s Equipment” means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 “Country” means the Islamic Republic of Pakistan.
- 1.1.13 “Employer’s Risks” means those matters listed in Sub-Clause 6.1.
- 1.1.14 “Force Majeure” means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control.
- 1.1.15 “Materials” means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 “Plant” means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 “Site” means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 “Variation” means a change which is instructed by the Engineer/Employer under Sub-Clause 10.1.
- 1.1.19 “Works” means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 “Engineer” means the person notified by the Employer to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 Interpretation

Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or the other gender where the context requires.

1.3 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 Law

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 **Communications**

All Communications related to the Contract shall be in English language.

1.6 **Statutory Obligations**

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

2. THE EMPLOYER

2.1 **Provision of Site**

The Employer shall provide the Site and right of access thereto at the times stated in the Contract Data.

2.2 **Permits etc.**

The Employer shall, if requested by the Contractor, assist him in applying for permits, licences or approvals which are required for the Works.

2.3 **Engineer's/Employer's Instructions**

The Contractor shall comply with all instructions given by the Employer or the Engineer, if notified by the Employer, in respect of the Works including the suspension of all or part of the Works.

2.4 **Approvals**

No approval or consent or absence of comment by the Engineer/Employer shall affect the Contractor's obligations.

3. ENGINEER'S/EMPLOYER'S REPRESENTATIVES

3.1 **Authorised Person**

The Employer shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Employer shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

3.2 **Engineer's/Employer's Representative**

The name and address of Engineer's/Employer's Representative is given in Contract Data. However the Contractor shall be notified by the

Engineer/Employer, the delegated duties and authority before the Commencement of Works.

4. THE CONTRACTOR

4.1 General Obligations

The Contractor shall carry out the Works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required.

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Employer for such appointment which consent shall not be unreasonable withheld by the Employer. Such authorized representative may be substituted/replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Employer as aforesaid.

4.3 Subcontracting

The Contractor shall not subcontract the whole of the Works. The Contractor shall not subcontract any part of the Works without the consent of the Employer.

4.4 Performance Security

Contractor shall furnish to the Employer within fourteen (14) days after receipt of Letter of Acceptance a Performance Security 10% of contract price, at the option of the bidder, in the shape of Bank Draft/Call Deposit/Pay Order or Bank Guarantee .with the validity as specified in Contract Data. Bank Guarantee as performance security must be submitted in accordance with the format provided in tender documents Performance security will not be acceptable with the banks whose market price per share /is quoted below the Par Value at Stock Exchange Crossed Cheque/Insurance Guarantee .Swift Message will not be acceptable.

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Employer all designs prepared by him. Within fourteen (14) days of receipt the Engineer/Employer shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the Works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Employer or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 **Responsibility for Design**

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same.

6. **EMPLOYER'S RISKS**

6.1 **The Employer's Risks**

The Employer's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Employer of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Employer and accepted by the Employer.

7. **TIME FOR COMPLETION**

7.1 **Execution of the Works**

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

7.2 **Programme**

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Employer a programme for the Works in the form stated in the Contract Data.

7.3 **Extension of Time**

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Employer/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Employer/Engineer for a reasonable extension in the time for the completion of Works. Subject to the aforesaid, the Employer/Engineer shall determine such reasonable extension in the time for the completion of Works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Employer/Engineer within such period as may be prescribed by the Employer/Engineer for the same; and

the Employer shall extend the Time for Completion as determined.

7.4 **Late Completion**

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Employer for such failure shall be to pay the amount stated in the Contract Data for each day for which he fails to complete the Works.

8. **TAKING-OVER**

8.1 **Completion**

The Contractor may notify the Engineer/Employer when he considers that the Works are complete.

8.2 **Taking-Over Notice**

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Employer/Engineer shall either takeover the completed Works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the Works. While issuing the Certificate of Completion as aforesaid, the Employer/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

9. REMEDYING DEFECTS

9.1 Remedying Defects

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Employer, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Employer/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Employer/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Employer to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 Uncovering and Testing

The Engineer/Employer may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

The Employer/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Employer/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Employer/Engineer in writing.

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Employer considers appropriate, or

- e) if the Engineer/Employer so instructs, at rates set out in the Contract Data.

10.3 Early Warning

The Contractor shall notify the Engineer/Employer in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor’s failure to notify, which results to the Engineer/Employer being unable to keep all relevant records or not taking steps to minimise any delay, disruption, or Cost, or the value of any Variation, the Contractor’s entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

10.4. Valuation of Claims

If the Contractor incurs Cost as a result of any of the Employer’s Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Employer’s Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor’s notification for intention of claim to the Engineer/Employer within fourteen (14) days of the occurrence of cause.

10.5 Variation and Claim Procedure

The Contractor shall submit to the Engineer/Employer an itemised make-up of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Employer shall check and if possible agree the value. In the absence of agreement, the Employer shall determine the value.

11. CONTRACT PRICE AND PAYMENT

11.1 (a) Terms of Payments

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall , subject to Clause 7.4, be paid by the Employer to the Contractor within 30 days after receipt of such Interim Payment Certificate from the Engineer, or, in the case of the Final Certificate, within 60 days after receipt of such Final Payment Certificate from the Engineer.

(b) Valuation of the Works

The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

11.2 Monthly Statements

The Contractor shall be entitled to be paid at monthly intervals:

- a) the value of the Works executed; and
- b) The percentage of the value of Materials and Plant reasonably delivered to the Site, as stated in the Contract Data, subject to any additions or deductions which may be due.

The Contractor shall submit each month to the Engineer/Employer a statement showing the amounts to which he considers himself entitled.

11.3 Interim Payments *Cu'r gt "Ur gekn'Rtqxkukqpu"TVgej plecn'Ur gekhecvkqpu+

Within a period not exceeding Fourteen (14) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same. The employer, within a period not exceeding thirty (30) days from receipt of such interim payment certificate from the Engineer, will pay such sum verified by the Engineer less retention money at the rate stated in the Contract Data.

11.4 Retention

Retention money shall be paid by the Employer to the Contractor within manner stated in Contract Data after either the expiry of the defects liability period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, which ever is the later.

11.5 Final Payment *Cu'r gt "Ur gekn'Rtqxkukqpu"TVgej plecn'Ur gekhecvkqpu+

Within twenty one (21) days from the date of issuance of the Completion / Taking Over Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within thirty (30) days from the date of submission and forward the same to the Employer together with any documentation reasonably required to enable the Employer to ascertain the final contract value.

Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Employer shall pay to the Contractor any amount due to the Contractor. While making such payment the Employer may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

11.6 Currency

Payment shall be in the currency stated in the Contract Data.

12. DEFAULT

12.1 Default by Contractor

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Employer or fails to proceed expeditiously and without

delay, or is, despite a written complaint, in breach of the Contract, the Employer may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Employer's notice, the Employer may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site leaving behind any Contractor's Equipment which the Employer instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 **Default by Employer**

If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Employer's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Employer's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site.

12.3 **Insolvency**

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilise from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Employer instructs in the notice is to be used for the completion of the Works.

12.4 **Payment upon Termination**

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Employer is entitled,
- c) if the Employer has terminated under Sub-Clause 12.1 or 12.3, the Employer shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of the value of parts of the Works not executed at the date of termination.

The net balance due shall be paid or repaid within twenty eight (28) days of the

notice of termination.

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Employer. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Employer's Risks, the Contractor shall indemnify the Employer, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 Force Majeure

If Force Majeure occurs, the Contractor shall notify the Engineer/Employer immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Employer demobilise the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the cost of his demobilization, and
- c) less any sums to which the Employer is entitled.

The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

14. INSURANCE

14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Employer's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Employer. The Contractor shall provide the Engineer/Employer with evidence that

any required policy is in force and that the premiums have been paid.

14.2 **Default**

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Employer may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. **RESOLUTION OF DISPUTES**

15.1 **Engineer's Decision**

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with the Works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Employer and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the Contractor and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 **Notice of Dissatisfaction**

If a Party is dissatisfied with the decision of the Engineer or if no decision is given within the time set out in Sub-Clause 15.1 hereabove, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

15.3 **Arbitration**

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made thereunder and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

16 **INTEGRITY PACT**

16.1 If the Contractor, or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Employer shall be entitled to:

(a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;

(b) terminate the Contract; and

(c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the Site leaving behind Contractor's Equipment which the Employer instructs, in the termination notice, to be used for the completion of the Works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this Sub-Clause.

CONTRACT DATA

Sub-Clauses of Conditions of Contract

- 1.1.3 **Employer's Drawings, if any**
Drawings as attached with bid documents.
- 1.1.4 **The Employer** means
Oil & Gas Development Company Limited, Islamabad, Pakistan.
- 1.1.5 **The Contractor** means
The bidders whose tender for this work has been accepted, contract executed with,
and work order issued to.
- 1.1.7 **Commencement Date** means the date 07 days after the possession of site handed
over to the contractor or the date of physical commencement of works by the
contractor, whichever is earlier.
- 1.1.9 **Time for Completion** (52 Days)
The time for completion of the work is as mentioned in the Press advertisement.
- 1.1.20 **Engineer**
As nominated in the Work Order.
- 1.3 **Documents forming the Contract listed in the order of priority:**
- (a) The Contract Agreement
 - (b) Letter of Acceptance
 - (c) The completed Form of Bid
 - (d) Contract Data
 - (e) Conditions of Contract
 - (f) The completed Schedules to Bid including Schedule of Prices
 - (g) The Drawings, if any
 - (h) The Special Provisions / Technical Specifications
 - (i) Any other documents _____
- 2.1 **Provision of Site:** According to Commencement Date or as per required procedure
of OGDCL.
- 3.1 **Authorised person :** As mentioned in the work order.
- 3.2 **Name and address of Engineer's/Employer's representative** As per Work Order or
thereafter by nominated Engineer / Engineer-in-Charge.

The Engineer shall obtain the specific approval of the Employer before carrying out
his duties in accordance with the provisions of contract agreement but not limited to
the following:

- (i) Consenting to the sub-letting of any part of the Works.
- (ii) Certifying additional cost determined due to “Not Foreseeable Physical Obstructions or Conditions”.
- (iii) Any action related to “Performance Security” and Insurance of all sorts.
- (iv) Any action for “Suspension”.
- (v) Any action for “Extension of Time for Completion”.
- (vi) Any action for “Liquidated Damages for Delay”.
- (vii) Issuance of “Taking Over Certificate”.
- (viii) Issuing a Variation Order
- (ix) Fixing rates or prices for valuation of contract price / additional items.
- (x) Extra payment as a result of Contractor’s claims.
- (xi) Release of Retention Money to the Contractor “Payment of Retention Money”.
- (xii) Issuance of “Final Payment Certificate”.
- (xiii) Issuance of “Defect Liability Certificate”.
- (xiv) Any change in the ratios of Contract currency proportions and payments thereof related to Currency and Rate of Exchange”.

4.4 **Performance Security:** .

Contractor shall furnish to the Employer within fourteen (14) days after receipt of Letter of Acceptance a Performance Security 10% of contract price, at the option of the bidder, in the shape of Bank Draft/Call Deposit/Pay Order or Bank Guarantee .with the validity as specified in Contract Data. Bank Guarantee as . performance security must be submitted in accordance with the format provided in tender documents Performance security will not be acceptable with the banks whose market price per share /is quoted below the Par Value at Stock Exchange Crossed Cheque/Insurance Guarantee .Swift Message will not be acceptable .

5.1 **Requirement for Contractor's design (if any)**

Design of no part of work is required at contractor's part and unless stated in the schedule of prices.

6.1 **The Employer’s Risks**

The Employer’s risks are: (51)

Notwithstanding anything contained (in Conditions of Contract 6.1), the Employer

shall not be responsible, compensate or bear any kind of risk/liability whatsoever in nature.

7.2 **Programme:**

Time for submission: Within Seven (07) days after the Commencement Date.

Form of programme: (Bar Chart/CPM as advised by The Engineer)

7.4 Amount payable due to failure to complete shall be 0.1% per day up to a maximum of (10%) of sum stated in the Letter of Acceptance / contract price.

9.1 **Period for remedying defects**

365 calendar days after the completion date as mentioned in completion / taking over certificate.

10.2 (e) **Variation procedure:**

MES Schedule of rates 2014 (reprinted in 2015) with applicable premium.

10.4. **Valuation of Claims**

This clause is deleted.

11.1 (a) **Terms of Payments**

The Engineer on behalf of the employer under clause No. 3.1, shall jointly, with the contractor, verify interim payment certificate and process in 14 days from the receipt of such interim payment certificate from the contractor. For Final Payment certificate this period shall be 30 days.

11.1 (b) **Valuation of the Works:**

The quantities set out in the schedule of price are the estimated quantities for the Works, and they are not to be taken as the actual and correct quantities of the Works to be executed by the Contractor in fulfillment of his obligations under the Contract. The Engineer shall ascertain and determine by measurement the value of the actual Work done in accordance with the Contract and the Contractor shall be paid that value in accordance with this Clause.

Should the Contractor not attend, or neglect or omit to send his representative, then the measurement made by the Engineer or approved by him shall be taken to be the correct measurement of such part of the Works.

11.2 (b) **Percentage of value of Materials and Plant:**

This sub clause is deleted in its entirety.

11.3 & 11.4 **Retention Money:**

Retention Money shall be retained @ 10% of Interim Payment Certificates with maximum limit @ 05 % of the Contract Price. Upon the issue of the Taking-Over / Completion Certificate with respect to the whole of the Works, one half

of the Retention Money shall be certified by the Engineer for payment to the Contractor. Upon the expiration of the Defects Liability Period for the Works the other half of the Retention Money shall be certified by the Engineer for payment to the Contractor. Provided also that if at such time, there shall remain to be executed by the Contractor any work instructed, pursuant to Clause 9.1, in respect of the Works, the Engineer shall be entitled to withhold certification until completion of such work of so much of the balance of the Retention Money as shall, in the opinion of the Engineer, represent the cost of the work remaining to be executed.

11.6 **Currency of payment:** Pak. Rupees.

12.2 **Default by Employer**
This clause is deleted in its entirety.

14.1 **Insurances:**

Type of cover

The Works

Amount of cover

The sum stated in the Letter of Acceptance plus fifteen percent (15%)

Type of cover

Contractor's Equipment:

Amount of cover

Full replacement cost

Type of cover

Third Party-injury to persons and damage to property

Rs.500,000/- for each occurrence with unlimited no of occurrences.

(The minimum amount of third party insurance should be assessed by the Employer and entered).

Workers:

Rs.500,000/-

For each occurrence.

(In each case name of insured is Contractor and Employer)

14.2 Amount to be recovered

Premium plus Twenty percent (20 %).

15.3 Arbitration

Place of Arbitration: Islamabad.

16. Bid Security

. In case the bidder fails to fulfill agreed Tender/contract terms & Condition by submitting Forged documents and based on forged documents he is declared Lowest Evaluated Responsive Bidder and these documents are noticed during execution of work , the bidder shall be liable to pay liquidated damages as per Terms and mechanism agreed in the tender . Whereany loss or damaged suffered by OGDCL due to any of aforementioned act of the bidder is more than the liquidated damages , the company will be entitled to mitigate /recover the losses through encashment of Bank Guarantee /Bid securities / Earnest money or Forfeiture of security furnished by bidder in other procuremnet cases .

17. BLACK LISTING OF SUPPLIERS:-

Blacklisting means; temporarily or permanently, barring an entity or a person against whom proceedings have been initiated including but not limited to bidder, contractor, supplier, agent, consultant, company, partnership, company or firm; hereinafter referred to as, Respondent from participating in any future procurement (goods & services) proceedings conducted by OGDCL. The Respondent(s) individually or collectively as a consortium may stand blacklisted if found to have been involved in any or all of the following acts:

A) Undermines or adversely affects the operations of the company through wilful failure by:

- a) Withdrawing a bid during the bid validity period;
- b) Failure or refusal to:
 - i. sign the contract;
 - ii. accept Purchase Order / Service Order Terms;
 - iii. execute work;
 - iv. submit Bank Guarantee as per tender terms;
 - v. make supplies as per specification agreed;
 - vi. fulfill contractual obligations as per contract;
 - vii. meet purchase order / service order terms and conditions; and/or,
 - viii. to remedy underperformance as per contractual obligations.
 - ix. Or any other non-compliance of obligations vital for the execution / compliance of the contract.

c) Repeated non-performance.

B) Indulgences in corrupt or fraudulent practices while obtaining or attempting to obtain contracts in the company.

C). Convicted of fraud, corruption, tax evasion or criminal misappropriation by a court of competent forum.

D). Notified blacklisted/debarred/cross debarred by any public sector organization or international agency. (Note: At the time of submission of bid

a contractor shall submit an Affidavit Form 4 that he or his principal is not declared blacklisted / debarred / cross debarred by any public sector organization or international agency.)

E) Furnished information that was false and materially inaccurate or submitted forged or fake documents.

18. CONFISCATION OF BANK GUARANTEE / PAY ORDER / DEMAND DRAFT ETC.:-

The bank guarantee / bid bond (earnest money) / performance bond / Advance Bank Guarantees etc. of the bidder/vendor will be confiscated if they:

i- Withdraw their bid during bid validity.

Or

ii- Fails to provide performance and/or advance bank guarantees.

Or

iii- Submit forged document in support of their bid.

Or

iv- Fails to execute contract as per terms of contract.

Or

v- Fails to supply the short/wrong shipped items

Or

vi- Any other reason warranting the confiscation of the guarantee.

Extension in Bid Bond and Performance Bond / Bank Guarantee

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

Performance Bond / Bank Guarantee : Extension in Performance Bond (if required) must be submitted in original 15 days before the expiry date otherwise OGDCL may proceed for encashment

STANDARD FORMS

BANK GUARANTEE AS EARNEST MONEY

Guarantee # : _____
Date of Issue : _____
Date of Expiry : _____
Amount : _____

OIL & GAS DEVELOPMENT COMPANY LIMITED
Supply Chain Management Department
OGDCL House, Jinnah Avenue,
Islamabad.

In consideration of _____ hereinafter called
"THE BIDDER" HAVING SUBMITTED THE ACCOMPANYING Bid and in consideration of
value received from (the bidder above), we hereby agree to undertake as follows:

1. To make unconditional payment of Rs. _____ (Rupees _____
_____) up on your written demand without further
recourse, question or reference to the BIDDER or any other person in the specified
Bid after opening of the same for the validity thereof or if no such period be
specified, within 150 days after the said opening or if the Bidder, having been
notified of the acceptance of his bid by the Purchaser during the period of bid
validity:
 - a) Fails or refuses to execute the Purchase Order in accordance with the
instructions to the Bidders, or
 - b) Fails or refuses to furnish Performance Bond in accordance with the
instructions to Bidders.
2. To accept written intimation(s) from you as conclusive and sufficient evidence of the
existence of a default or non-compliance as aforesaid on the part of the BIDDER
and to make payment accordingly within 03 (three) days of receipt of the written
intimation.
3. No grant of time or other indulgence to or composition or arrangement with the
Bidder in respect of aforesaid Bid with or without notice to us shall affect this
Guarantee and our liabilities and commitments hereunder.
4. This guarantee shall be binding on us and our successors in interest and shall be
irrevocable.

(BANKER)

Initiation of blacklisting Proceedings in furtherance of Rule 19 PPRA, 2004.

Case Reference:

Respondent Detail:

NAME
ADDRESS
NTN
CNIC

ENCIRCLE THE APPLICABLE

A) Undermines or adversely affect the operations of the company through any of the following:

- a) Withdrawal of bid during the bid validity period;
- b) Refusal to:
 - i. sign the contract;
 - ii. accept Purchase Order;
 - iii. execute work;
 - iv. submit Performance Security as per tender terms;
 - v. make supplies;
 - vi. fulfil contractual obligations as per contract;
 - vii. purchase order terms and conditions; and/or,
 - viii. failure to remedy underperformance as to contractual obligations.

c) Repeated non-performance.

B) Involvement in corrupt or fraudulent practices while obtaining or attempting to obtain contracts.

C). Conviction of fraud, corruption, tax evasion or criminal misappropriation by a court or competent forum.

D). Notified blacklisted/debarred/cross debarred by PPRA or any other public sector organization or international agencies.

SUPPORTING DOCUMENTS/ AFFIDAVIT

GM(LS)

GM(SCM) *JK*

A. S. S.
JK

FORMS

**INDEMNITY BOND
PERFORMANCE SECURITY
CONTRACT AGREEMENT
MOBILIZATION ADVANCE GUARANTEE/BOND**

OIL & GAS DEVELOPMENT COMPANY LTD.

INDEMNITY BOND FOR SECURED ADVANCE

AGAINST THE MATERIALS FINANCED / PAID BY THE

OIL & GAS DEVELOPMENT COMPANY LIMITED (OGDCL) (EMPLOYER)

INTERIM PAYMENT CERTIFICATE NO.

This indemnity Bond is signed, executed & issued at _____. This ____ day of

_____ by _____. having its office at _____(hereinafter called the Contractor) in favour of the OIL & GAS DEVELOPMENT COMPANY LIMITED (OGDCL) having its office-----
----- (hereinafter called the Employer).

AND WHEREAS the Contractor entered into a written Contract Agreement with the Employer dated the ____Day of _____for Construction of -----
-----.

AND WHEREAS the Contractor seeks Secured Advance payment from the Employer pursuant to Sub-Clause 60.11 of GCC Secured Advance on Materials' of the conditions of contract ; and the contractor has brought the following materials at the site for incorporation in the Permanent Works, and the materials have not yet been incorporated in the Permanent Works,

AND WHEREAS the Contractor undertakes and solemnly affirms that:

1. The materials are in compliance with the Technical specifications for the Permanent Works,
2. The materials have been delivered to the site and are properly stored and protected against loss or damage or deterioration,
3. The Contractor's records of the requirements, orders, receipts and use of materials at the site are kept in a form approved by the Employer, and such records shall be available for inspection by the Employer,
4. Ownership of the materials shall be deemed to vest in the Employer, and these materials shall not be removed from the site or otherwise disposed of without written permission of the Employer, and
5. The Contractor will not pledge any of the materials with any Bank or like agency or any individual.

NOW THEREFORE, through this Indemnity Bond the Contractor binds himself to exonerate, save harmless, indemnify and keep indemnified the Employer for and against any and all losses of whatsoever kind and nature relating to the materials including those due to theft, loot, arson, pilferage, wastage due to fire, rains, storm, earthquake, flood and inundation, shortage, damage,

deterioration and depreciation etc., of the materials, through any act of man or God, or slump in the market of the materials, financed,

Advanced or paid by the Employer on the Contractor's Request for financing / advancing/ payment.

The Contractors further declares that he will faithfully abide by the above declaration; and that in the event of his infringement of the declaration made above, the Employer will be fully entitled forfeit all such material and also proceed against the Contractor according to the relevant clause pertaining to breach of Contract and further invoke the power to seek any remedies accrued to him as the Employer under the Contract.

Further, the Contractor also authorizes the Employer to adjust the Secured Advance payment amount in full or in part from any of the Contractor's payment Certificates/bills, or adjust for

the actual incorporation of these materials in the Permanent Works, without having to make any reference to the Contractor.

Details of the materials and their cost for which Secured Advance payment is being sought by the Contractor are as under:

S. No.	Type of Material	Qty in M.Ton.	@Avg.	Amount in Rs.
01	_____	_____	_____	_____
02	_____	_____	_____	_____
	_____Advance Cost of Material at site.			_____
			TOTAL Rs.	_____

Rupees _____

Seal and Signature of the Contractor

Witnesses:

1. _____

2. _____

PERFORMANCE GUARANTEE
(Bank Guarantee Required as per OGDCL Format)

Guarantee No. _____
Executed on _____
Amount of Guarantee _____
Expiry date _____
Beneficiary: OGDCL, Islamabad

[Oil & Gas Development Company Limited, Islamabad]

Name of Guarantor (Bank) with address: _____
(Scheduled Bank in Pakistan)

Name of Contractor with address: _____

Penal Sum of Guarantee (express in words and figures) _____

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Contractor we, the Guarantor above named, are held and firmly bound unto the Oil and Gas Development Company Limited (OGDCL), Islamabad (hereinafter called the Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made Immediately and forthwith to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Contractor has accepted the Employer's above said Letter of Acceptance for the execution and completion of works for **Construction of** -----
-----, (Name of Contract) and hereto attached.

NOW THEREFORE, if the Contractor shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents and Contract/Agreement during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the demand for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably, unconditionally and independently guarantee to pay to the Employer immediately and forthwith upon the Employer's First and Simple written demand without cavil or arguments or question, query, objection and contestation and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above,

OIL & GAS DEVELOPMENT COMPANY LTD.

against the Employer's written demand that the Contractor has refused or failed or annulled or suspended the contract/agreement or caused delay to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

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PROVIDED ALSO THAT the Employer shall be the sole absolute and final judge for deciding whether the Contractor has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection question, query and contestation any sum or sums up to the amount stated above upon first written demand from the Employer immediately and forthwith and without any reference or recourse to the Contractor, Account Party Principal or any other person.

The Guarantor Bank warrants, represents and confirms that this Bank is fully authorized, empowered and has all necessary corporate approvals and authority for issuance of this Bank Guarantee.

We further guarantee that any payment made hereunder shall be made free and clear of, and without deduction for or on account of, any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomever imposed.

The Covenants herein contained constitute unconditional, irrevocable, independent and direct obligations of the Guarantor. No alteration in the terms of the Contract or in the extent or nature of the work to be performed thereunder and no allowance of time by the Employer or other forbearance or concession or any other act or omission by Employer which but for this provision might exonerate or discharge the Guarantor shall in any way release the Guarantor from liability hereunder.

This guarantee is governed by and shall be construed in accordance with the laws of Islamic Republic of Pakistan.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Witness:

Guarantor (Bank)

1. _____

Corporate Secretary (Seal)

1. **Authorized Signature** _____
2. **Name** _____
3. **Title** _____

2. _____

Corporate Guarantor (Seal)

MOBILIZATION ADVANCE GUARANTEE

Guarantee No. _____

Amount of Guarantee _____

Expiry date _____

Beneficiary: OGDCL, Islamabad

WHEREAS The Oil & Gas Development Company Limited (OGDCL) (hereinafter called the 'Employer') has entered into a Contract for **Construction of** -----
----with ----- (hereinafter called the 'Contractor')

AND WHEREAS, the Employer has agreed to advance to the Contractor, at the Contractor's request, an amount of Rupees _____(Rs _____) which amount shall be advanced to the Contractor as per provisions of the Contract.

AND WHEREAS, the Employer has asked the Contractor to furnish Guarantee to fully secure the mobilization advance for the performance of his obligations under the said Contract.

AND WHEREAS, _____
(Scheduled Bank in Pakistan acceptable to the Employer)

(Hereinafter called the "Guarantor") at the request of the Contractor and in consideration of the Employer agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee for the amount of(say.....) as security for the fulfillment by the Contractor of their obligations under the Contract and for the reimbursement of any damages which the Employer may suffer as a result of any failure on the part of the Contractor to fulfill their obligations under the contract.

NOW, THEREFORE, the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above mentioned Contract and if he fails and commits default in fulfilment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the Employer for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the Employer shall be the sole and final judge, on the part of the Contractor, shall be given by the Employer to the Guarantor, and on such first written demand, payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection. This Guarantee shall remain in force until the advance is fully adjusted against payments from the Interim Payment Certificates of the Contractor or until _____whichever is earlier.

The Guarantor Bank hereby further declares and guarantees independently, unconditionally and irrevocably for immediate payment of full amount of advance payment upon Employer's **first and simple** written demand without making any reference, recourse to Contractor, account Party or any other person and without any question, query and contestation, in case the Contractor does not fulfill their obligations or in case the contract has been annulled, non-execution of the contract or cancellation of the contract or the contract cannot be executed because of Force Majeure or if the contract turns out to be void or unenforceable. Employer, in this regard, shall be the sole, absolute and final judge.

The Guarantor's liability under this Guarantee shall not in any case exceed the sum of Rupees _____(Rs _____). This Guarantee shall expire on _____20____hours Pakistan Time. Any request for payment under the terms of this guarantee must therefore be received by the Bank prior to this time.

For Guarantor Bank Seal

Manager

1. Authorized Signature _____
2. Name _____
3. Title _____
4. in the capacity of _____
5. in the presence of _____

Witness;

1. Name: _____

Title: _____

Address: _____

2. Name: _____

Title: _____

Address: _____

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ 200 _____ between _____ (hereinafter called the "Employer") of the one part and _____ (hereinafter called the "Contractor") of the other part.

WHEREAS the Employer is desirous that certain Works, viz _____ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Form of Bid alongwith Schedules to Bid;
 - (c) Conditions of Contract & Contract Data;
 - (d) The priced Schedule of Prices;
 - (e) The Specifications; and
 - (f) The Drawings
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

(Seal)

Signature of the Employer

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)