



**OIL & GAS DEVELOPMENT COMPANY LIMITED**  
**PROCUREMENT DEPARTMENT(LOCAL), ISLAMABAD**  
(FOR ITEMS INCLUDED IN THIRD SCHEDULE OF SALES TAX ACT 1990)

Material DRINKING WATER  
Tender Enquiry No proc/lc/pt/admin-17901/2020  
Due Date  
Evaluation Criteria FULL

Bid Bond Value 80,000/=  
Attachment (if any) YES

Sr No	Description	Quantity	Unit	Retail price per unit (exclusive of GST)	% GST	GST (amount per unit)	FOR Offered Unit Price (PKR) Incl. of all applicable taxes except GST/ICT/PST	FOR Offered Unit Price Incl. of all applicable taxes and GST/ICT/PST	FOR Total Offered Price (PKR) Incl. of all applicable taxes and GST/ICT/PST	Discount Offered (if any) (%/Amount) on offered prices	FOR Net Price (PKR) Incl. of all applicable taxes and GST/ICT/PST
	A	B	C	D	E	F	G	H=F+G	I=B x H	J	K=I - J
1	19 LITER DRINKING WATER BOTTLE	19800	Number								
2	500 ML. DRINKING WATER BOTTLE	120	Number								

Special Note: The prospective bidders also download the master set of Tender Document and submit bid(s) as per Finance Bill/Act 2019 i-e. items included in Third Schedule and GST applicable on Retail Prices. The prospective bidders may keep in touch with OGDCL website for downloading the clarifications/amendments (if any) issued by OGDCL.

**Remarks & Shipment Detail:** BID VALIDITY # 120 DAYS AFTER TECHNICAL BID OPENING.

**Remarks:** (1)DELIVERY 19 LTRS BOTTLES (75 PER DAY) AS PER TOR.(2) DELIVERY LOCATION AS PER TOR.(3)PAYMENT TERMS :- AS PER TOR.

Name, Designation, Signature & Seal of all authorized official of the bidder: \_\_\_\_\_



**OIL & GAS DEVELOPMENT COMPANY LIMITED**  
**PROCUREMENT DEPARTMENT (LOCAL), ISLAMABAD**  
**SCHEDULE OF REQUIREMENT**

**Mandatory Checklist**

Please confirm the compliance of the following mandatory information along with the bid(s) (failing which bids(s) will not be accepted)

Documents	To be Attached with the Technical/Financial Bids	Compliance	
Original Bid Bond	Technical Bid	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Copy of NTN Certificate	Technical Bid	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Copy of GST Certificate	Technical Bid	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Confirmation that the Firm is appearing on FBR's Active Taxpayer List	Technical Bid	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Duly signed and stamped <b>Annexure-A (Un-priced)</b>	Technical Bid	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Duly filled, signed and stamped <b>Annexure-B</b>	Technical Bid	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Duly filled, signed and stamped <b>Annexure-D</b>	Technical Bid	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Duly filled, signed and stamped <b>Annexure-L</b> on Company's Letterhead	Technical Bid	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Duly signed and stamped <b>Annexure-M</b> on Company's Letterhead	Technical Bid	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Duly signed and stamped <b>Annexure-N</b> on Non-Judicial Stamp Paper duly attested by Notary Public	Technical Bid	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Duly filled, signed and stamped <b>Annexure-A (Priced)</b>	Financial Bid	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Duly filled, signed and stamped <b>Annexure-C</b>	Financial Bid	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Duly filled, signed and stamped <b>Annexure-E</b>	Financial Bid	Yes <input type="checkbox"/>	No <input type="checkbox"/>



PROCUREMENT DEPARTMENT (LOCAL), ISLAMABAD  
SCHEDULE OF REQUIREMENT

3/4

For the Vendors/Contractors who opt to submit Bank Draft/Call Deposit/Pay order against Bid Bond/Performance Bond, our Accounts Department has finalized an arrangement for online payment to such Vendors/Contractors, which will be processed through (IBFT & LFT) for which following information is required:

i.	IBAN No. (International Bank Account Number 24 Digits)	
ii.	Vendor Name as per Title of their Bank Account	
iii.	Contact No.of Company's CEO/ Owner (Mobile & Landline)	
iv.	Bank Name.	
v.	Bank Branch Name and Code	

Name, Sign and Stamp of the authorized official of the Bidder(s) \_\_\_\_\_

# Oil & Gas Development Company Limited

## TOR

1. Registered Firms / Companies doing Drinking Water business and having their self-owned office premises & Filtration plant are invited to quote their competitive rates for supplying of drinking water for the following OGDCL Karachi base offices inclusive of all related costs. All the required valid certificates mentioned in the Tender Document/TOR must be submitted along with technical bid(s).

S.NO	OFFICE	ADDRESS	19 LTR BOTTLES REQUIRED ON DAILY BASIS	500 ML BOTTLES REQUIRED ON MONTHLY BASIS
01.	Regional Office	Bungalow No. 1, Kokan Muslim Housing Society, Shaheed-e-Millat Road, Karachi	10	10
02.	Medical Center	House No. JM-298, Khattai Housing Society adjacent of Quaid-e-Azam Academy at M.A. Jinnah Road, Karachi	12	NIL
03.	Khadeji Base Store (KDS)	OGDCL (KDS) Survey No. 519/1 to 890/1 DEH. Babar Ban Tapo Hathal Thana Bula Khan Jamshore	12	NIL
03.	Warehouse West Wharf	Plot No.9, opposite M/s. Liver Brother, West Wharf	10	NIL
04.	Korangi Base Store	Plot 3-18, 4-19, Sector – 20 K.I.A. Karachi	14	NIL
05.	Korangi Base Workshop	Plot 3-18, 4-19, Sector – 20 K.I.A. Karachi.	10	NIL
06.	Logging Base Store	Plot 3-18, 4-19, Sector – 20 K.I.A. Karachi	03	NIL
07.	Lodge/Rest House	House 143/B Block-2, PECHS, Karachi	04	NIL
<b>TOTAL PER DAY REQUIREMENT OF 19 LTR BOTTLES : 75</b>				10
<b>TOTAL PER MONTH REQUIREMENT OF 500 ML BOTTLES : 10</b>				

Total 75 bottles of 19 LTR capacity are required in the offices of Karachi Region per day basis (75 x 22 days) 1650 bottles are required for Karachi Region per month and 10 bottles of 500 ml are required p/month basis.

2. The interested companies / firms may submit their Technical and Financial Bids on sign stamped tender documents with following requisite documents:

- (i) Complete business location with phone, fax and e-mail / postal addresses.
- (ii) Minimum 10 years' experience with renowned companies/ organizations.
- (iii) Companies with more than 10 (TEN) million Annual Turn-over (less may not apply) & audited account for the last two years must be attached.
- (iv) Bank Statement (last 03 years).
- (v) List of reputed clients & copies of unpriced agreements.
- (vi) Undertaking on non-judicial stamp paper to the effect that the firm has never been blacklisted by any Government / Semi-Government Department.

3. The quoted rates must be inclusive of all kind of taxes except sales tax.
4. The successful bidder shall have to furnish 10% Performance bank guarantee of the contract value.
5. The Contract shall initially be executed for a period of 01 (one) year, which can be extendable by the mutual consent of both parties for further period up to 3 years.

**Note:- Price must be inclusive of all kind of taxes except Provincial sales tax.**

Sign & Stamp of Contractor / Bidder

## A. EVALUATION CRITERIA FOR THE BIDDERS

Sr. No.	DESCRIPTION OF MERIT	Total Marks	Scored Marks
01	Certificates from International/Pakistan Quality Control Authority/ ISO in the name of the Firm / Bidder (Copy must be provided with the bid) (1 number for each vehicle)	30	
02	Experience 10 years (2 numbers for each year)	20	
03.	Annual turn-over (10 million or more) (Audited balance sheets for the last 03 years must be provided) (2 numbers for each million)	20	
04	NTN / Income Tax & GST Certification (NTN/IT 3 numbers each & 4 numbers for GST)	10	
05	Reputed Clients / List of Customers (01 point for each client)	10	
06	Undertakings • 10 points for being not blacklisted.	10	
<b>TOTAL / QUALIFYING MARKS :</b>		100	70

**Note:** The bidders must score at least 60% points in each category. Only the bidders who score overall min of 70 points in the technical evaluation will be considered technically responsive.

## B. COMMERCIAL EVALUATION:-

The commercial bids of only technically qualified bidders (i.e. scoring 60% in each category and total of 70 points in technical evaluation) will be opened and evaluated. Contract will be awarded to the bidder/bidders quoted lowest rates.

### B. Payment terms:-

Payment at actual on monthly basis against dully verified invoices by authorized representative of admin department. GST rates may be increased or decreased by GOP and the impact will be borne/benefited by OGDCL.

  
UD ALI  
A.O.(GA)  
Ext:2295

(5/5)

Page  
Tech

## PLANT CAPACITY/FACILITIES

The Bidder has to provide the complete detailed of the facilities available at the Plant for processing of raw water. The details will include but not limited to the following:-

- i. *Raw Water Source, Extraction Method, its composition, quality etc.*
- ii. *Filtration Media and Filtration Techniques*
- iii. *Softening Techniques*
- iv. *Chlorination Facilities*
- v. *Disinfectants and Disinfection Process*
- vi. *Ozonoation and UV Treatment*
- vii. *Processing and Production Rate.*
- viii. *Storage and Transportation Procedure.*

### Certification /Registration

The Bidder will provide registration Certificate including ISO, OHSAS, HACCP, PSQCA etc.

### Laboratory facility.

The bidder will provide the detailed of the lab facilities along with the sampling and test procedure and frequency. The bidder will have to attach the test reports of the water samples conducted at their lab for raw and processed water and will give the detail list of the equipment and methodology used in the laboratory.

### Filling techniques

The bidder will explain the technique used for filling the bottles, whether manual or automatic filling.

**DRAFT CONTRACT**

**CONTRACT NO. PROC/LC/PT/ADMIN-17901/2020  
FOR SUPPLY OF DRINKING WATER**

THIS **Contract for Supply of Drinking Water (“Contract”)** is made at Islamabad as of this----- day of -----/year of execution, by and between

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

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

Contractor and Company may hereinafter be collectively referred to as the “Parties” and each individually as a “Party”.

**WHEREAS**, The Company is desirous of Purchasing of drinking waters for a period of one year.

**AND WHEREAS**, the Company invited bids for Purchasing of drinking waters through Tender Enquiry No. PROC/LC/PT/ADMIN-17901/2020 and the Contractor through its Bid Proposal No..... Dated ..... warrants and represents for providing efficient and reliable supply of drinking water.

**WHEREAS**, the Contractor is engaged in the business of providing the desired material and it hereby expresses its ability and willingness to provide the desired material as per Contract.

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

**SECTION 1. SCOPE OF WORK**

Description of Scope of Work (As described in TOR/Tender enquiry)

**SECTION 2. TERM:**

The initial term of this Contract shall be for a period of one year from the date of signing of contract (or otherwise mentioned in TOR) unless earlier terminated under the provisions hereof. Any extension in the term of Contract will be subject to mutual consent of both the parties.

**SECTION 3. CONTRACT DOCUMENTS:**

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

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

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

**SECTION 4. PRICING TERMS:**

- 4.1 The Supplies under this Contract shall be rendered at a fixed Cost amounting to Pak Rupee----- inclusive of all applicable duties, levies and taxes etc.
- 4.2 All prices charged under this Contract shall remain firm and final during the validity period of this Contract.

**SECTION 4A. TERMS & CONDITIONS****NOW THIS CONTRACT WITNESSETH AS FOLLOW:**

- 4A.1 That the contractor is the legal, authorized and registered manufacturer / engaged in the supply of mineral drinking water to its potential clients who has agreed for uninterrupted regular supply of hygienically safe, pure and fit for drinking water strictly as per prescribed standards of Pakistan Standard Quality Control Authority (PSQCA).
- 4A.2 This Contract shall come into the force with effect from ..... For an initial period of ONE year i.e. upto ..... and shall be extendable for subsequent period of two years upon mutual consent on the same terms & conditions. All rates and prices shall remain fix and firm during the contract and shall continue to remain in force unless terminated earlier.
- 4A.3 Payment will be made by the Company to the contractor w.e.f. .... on monthly basis on the rates, as mentioned below, against their invoices, after deducting tax, duty or any other imposition etc as admissible under the law and rules of the Company / Government.

Description	Qty	Unit price incl. of all taxes except 17% GST Rs.	Unit price incl. of all taxes & 17% GST Rs.	Total price incl. of all taxes & 17% GST Rs.
19 LTR BOTTLE	19,800			
0.5 LTR BOTTLE	120			
Grand total per month incl. of all taxes & 17% GST				
Grand total incl. of all taxes & 17% GST for one year's w.e.f.				
<b>Delivery period: -</b>				
<b>Payment Terms: -</b> Payment at actual on monthly basis against duly verified invoices by authorized representative of Admin Department.				
<b>Delivery locations: -</b>				



S. N O	OFFICE	ADDRESS	19 LTR BOTTLES REQUIRED ON DAILY BASIS	500 ML BOTTLES REQUIRED ON MONTHLY BASIS
01	Regional Office	Bungalow No. 1, Kokan Muslim Housing Society, Shaheed-e-Millat Road, Karachi	10	10
02	Medical Center	House No. JM-298, Khattai Housing Society adjacent of Quaid-e-Azam Academy at M.A. Jinnah Road, Karachi	12	NIL
03	Khadeji Base Store (KDS)	OGDCL (KDS) Survey No. 519/1 to 890/1 DEH. Babar Ban Tapo Hathal Thana Bula Khan Jamshore	12	NIL
03	Warehouse West Wharf	Plot No.9, opposite M/s. Liver Brother, West Wharf	10	NIL
04	Korangi Base Store	Plot 3-18, 4-19, Sector – 20 K.I.A. Karachi	14	NIL
05	Korangi Base Workshop	Plot 3-18, 4-19, Sector – 20 K.I.A. Karachi.	10	NIL
06	Logging Base Store	Plot 3-18, 4-19, Sector – 20 K.I.A. Karachi	03	NIL
07	Lodge/Rest House	House 143/B Block-2, PECHS, Karachi	04	NIL
<b>TOTAL PER DAY REQUIREMENT OF 19 LTR BOTTLES : 75</b>				
<b>TOTAL PER MONTH REQUIREMENT OF 500 ML BOTTLES : 10</b>				

- 4A.4 Total number of empty bottles received by the Company shall be returned and any damage / loss of bottles (19 liters) would be charged by the contractor lost / damaged empty bottle at the time of final termination of this contract and settlement of final dues with mutual consent of both the parties.
- 4A.5 The Contractor is bound to meet and maintain a minimum 75 bottles of 19 liters per day. Any such increase / decrease shall be in writing duly signed by the authorized representatives of the Company and such increase / decrease shall be on the same terms & conditions and rate.
- 4A.9 M/s ..... agrees to replace any of its contract employee(s) working at OGDCL Head office or in its other setup(s) who is found incompetent or guilty of any mal-practice
- 4A.10 The contractor shall, before deploying the employees(s) under this contract, provide valid and authentic Security Clearance Certificate of their each employee to the Company. The Security clearance shall be from Police.

- 4A.12 Any dispute arising out of this contract shall be referred to the sole Arbitration of MD/CEO of the Company or his nominee whose decision shall be final and binding on both the parties.
- 4A.13 The Company shall have the right to visit the manufacturing / water processing plant at any time and the contractor shall have no objection to such inspection by the company.
- 4A.14 Company at any time is authorized to carry-out laboratory test of supplied mineral water from any laboratory in Karachi or as the case may be from renowned laboratories of the country and in case of any negative report Company is bound to provide copy of that to the contractor.
- 4A.15 Any notice required or permitted to be given hereunder shall be given in writing and shall be delivered by certified mail, postage pre-paid, by facsimile or courier and such notice shall be addressed as provided above or to such other addresses as either Party may from time to time specify in writing to the other Party. Any notice shall be effective only upon delivery.
- i. Payment to the contractor will be made through cross cheque in 100% Pak Rupees, at actual, against verified invoices after deduction of all applicable taxes.
- ii. The Company shall use its best efforts to make payment to contractor as early as possible against duly verified and complete invoices. However, any payment made after thirty (30) days shall not in any way attract any mark-up, interest, surcharge or charges, etc.
- iii. To avoid delay in payment, it is essential that the invoices shall:
- (a) be duly signed and stamped by authorized person and type-written in English.
  - (b) Complete Contract number must be clearly mentioned on invoice.
  - (c) Invoice must contain sufficient description of supplies as mentioned in the contract.
  - (d) Clearly mention the location of the Company where Supplies have been provided.
  - (e) Clearly mention period of supplies, duly verified by authorized official of the company.
  - (f) Contain any other information deemed essential either by the Contractor or by the Company.
  - (g) Invoices must be submitted on the following address for onward verification by Manager of end user Department of OGDCL:-

**Regional Office (Karachi)**

Bungalow No. 1, Kokan Muslim Housing Society,  
Shaheed-e-Millat Road, Karachi)

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

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

Pakistan and any other payments to the relevant Government or Governmental agencies or any other applicable authority.

- 5.9 Understanding reflected under the above tax clause would prevail in case of any understanding to the contrary that may be reflected with respect to tax matters, in any other clause of the contract.

#### **SECTION 6. CONTRACTOR'S OBLIGATIONS:**

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

#### **SECTION 8. DECLARATION:**

- 8.1 The Contractor hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, and privilege or other obligation or benefit from Company through any corrupt business practices.
- 8.2 Without limiting the generality of the foregoing, the Contractor represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, Contractor, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the

procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from the Company, except that which has been expressly declared pursuant hereto.

- 8.3 The Contractor certifies that it has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with the Company and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.
- 8.4 The Contractor accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to the Company under any law, Contract or other instrument, be voidable at the option of the Company.
- 8.5 Notwithstanding any rights and remedies exercised by Company in this regard, the Contractor agrees to indemnify Company for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Company in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback paid by the Contractor as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Company.

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

The Contractor shall provide to the Company, within fifteen (15) days after issuance of award of contract/Letter of intent (LOI), a Performance Guarantee in the form of an irrevocable, independent, unconditional, direct obligation of the bank and on first and simple demand guarantee issued by a Pakistani Scheduled Bank or branch of a foreign bank operating in Pakistan, except NIB & Summit Bank amount equivalent to 10% (Ten percent) of the total contract value in Pak Rupees strictly in accordance with the format of Performance Bank Guarantee given in tender document to cover and secure the Contractor's faithful performance and execution of this Contract.

The charges and expenses payable in connection with the issuance, extension, renewal and maintenance of the Performance Bond shall be solely borne and paid by the Contractor. The Performance Bond shall be valid and shall be maintained in full force for one (01) month beyond the validity of the Contract. The Company has sole and absolute right to encash the Performance Bond without any prior notice to the Contractor in the event of any breach, failure, non-compliance or delay in the performance of the Contract, partial or whole.

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

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

- 12.1 If the contractor fails to deliver any or all of the goods within the time periods(s) specified in the Contract, the purchaser shall, without prejudice to other remedies under the Contract, deduct from the Contract Price/Bank Guarantee as liquidated damages, a sum not more than 0.5% of the contract price per

week or part thereof for first four weeks, 1.00% per week for next four weeks and 1.5% per week exceeding four weeks up to maximum extent of 10% of the contract value.

- 12.2 In case the purchaser is satisfied that the delayed/defective supplies/shipment was due to some mistake or circumstances beyond the control of the contractor and the contractor has not intentionally or negligently contributed in the delay, the purchaser may impose Liquidated Damages for not more than a sum equivalent to 0.5% of the delayed of defective shipment per week or part thereof for first two weeks, 1.00 per week for next three weeks and 1.5% per week exceeding five weeks but not exceeding 10% of the contract value of the delayed/defective shipment provided that the Contractor takes immediate remedial measures for the replacement of defective shipment and takes prompt steps to mitigate the delayed. The Purchaser may however, impose Liquidated Damages as per clause 12.1 above if the delayed or defective shipment/ services has affected the project completion schedule or has resulted in Production losses.
- 12.3 Even after imposition of LDs, if the supplier fails to materialize the delivery (material and or services); the Purchaser reserves the right to cancel Purchase Order/Contract/LC and forfeit the Guarantee (if applicable) after intimating the supplier for such cancellation/forfeiture.

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

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

### **SECTION 14. DIRECTIONS:**

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

### **SECTION 15. CONFIDENTIALITY:**

- 15.1 Any data provided by the Company or which the Contractor or its employees have access to, or which they acquire directly or indirectly under this Contract or during the performance of this Contract, shall be deemed Confidential Information. Duplication or disclosure of such Confidential Information by Contractor or any one claiming through it without the prior written consent of the Company is strictly prohibited. All Confidential Information shall be the sole property of the Company. The Contractor hereby agrees not to disclose said data, information, any interpretations thereof, or data derivative there from or any information relating to Company's facilities, installations and operations etc to unauthorized parties or person. This Section also applies to any sub-consultant, assignee or consultants used by the Contractor. The obligations under these provisions shall survive the termination or expiry of this Contract.
- 15.2 Neither the Contractor nor any of its employees shall, except with the prior written consent of the Company, take ground or aerial photographs of the site, rig, installation or existing facilities of the Company.
- 15.3 The Contractor further undertakes that it shall not, except with the prior written consent of the Company:

- i) make any reference publicly, whether to the press or in books, brochures, internal publications, publicity material, magazines and periodicals or by advertisement through radio, television or films or by any other medium relating to:
  - a) the Contract or its terms and conditions,
  - b) the nature or extent of Supplies carried out by the Contractor,
  - c) the method, materials, or equipment used and personnel employed, or
  - d) any other Company information in the possession of the Contractor.
- ii) disclose or convey any of the matters or information referred to in (i) above to any employees of the Contractor not directly concerned with the Contract.

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

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

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

- 17.1 If any technical question, difference or dispute arises under this Contract, the Parties shall use their best efforts to promptly resolve such dispute, controversy or disagreement. However, if the dispute continues, either Party may give written notice to the other for appointment of an expert to resolve the dispute. The expert shall be preferably a Pakistani national and shall have at least ten years of experience in the relevant technical field.
- 17.2 If any question, difference or dispute arises regarding the rights, obligations or performance by the Parties under this Contract, the Parties shall use their best efforts to promptly resolve such dispute, controversy or disagreement. This includes without limitation the question of whether one or the other is in default and what action if any shall be taken to remedy such default. If the Parties are unable to resolve such question, difference, dispute and controversy, the matter may be referred to arbitration. Either Party may notify the other in writing specifying the nature of the dispute and designate one arbitrator to whom such dispute shall be referred requesting that the other party give notice in writing within fifteen (15) days after receipt of the notice of designation of the second arbitrator. The two arbitrators shall within fifteen (15) days after the receipt of notice of the second arbitrator, appoint an umpire whose decision with respect to the dispute shall govern in the event that the arbitrators shall fail to agree. In the event that second arbitrator is not designated within the time specified, the first arbitrator shall have full and complete power to determine the dispute.
- 17.3 Arbitration shall be precedent in any action of law and that the provisions of the Arbitration Act, 1940 and rules framed thereunder shall apply. The venue of the arbitration shall be in Islamabad, Pakistan.
- 17.4 The expenses of arbitration shall be charged equally to the Parties unless the award of the arbitrator(s) or the umpire, as the case may be, otherwise provide.

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

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

#### **SECTION 19. FORCE MAEJEURE:**

- 19.1 "Force Majeure" shall mean an unforeseeable event that impairs the ability of the Party affected by it to wholly or partially perform its obligations under this Contract. In the event of either party hereto being rendered unable, wholly or in part, by Force Majeure circumstances to carry out its obligations under this Contract, then such party by giving notice with satisfactory evidence of such Force Majeure circumstance(s) relied upon, the obligations of the party giving such notice so far as they are affected by such Force Majeure shall be suspended for the period during which the party, is rendered unable as aforesaid, but for no longer period. However, such notice must be given within fourteen (14) days of occurrence of Force Majeure event. The terms Force Majeure as employed herein, shall include but not be limited to acts of God or war, war whether declared or undeclared; acts of terrorism or sabotage, or public enemy; riots and insurrection; civil commotion; revolution; embargo, blockade, invasion or act of foreign enemies; epidemic; landslide, lightning, earthquake, loss of well, reservoir failure, change of law or policy; or any other cause beyond the control of the affected Party which materially and adversely affects the performance by such Party of its obligations under or pursuant to this Contract, other than to make payments due hereunder, acts of enemies, civil insurrection, fires, floods, earthquakes or other physical disasters, order or request of Government, blockade or embargo. It is however, clarified that strikes, lockouts, shortage or non-availability of raw materials, rains disturbances, other labor disputes or non-availability of transport shall not be included in the term "Force Majeure". During the established period of Force Majeure as contained hereinabove, the Contractor shall not be entitled to payment for Services and the Company shall not impose penalty.
- 19.2 In case the Force Majeure contingencies last continuously for more than one month, both parties will agree on the necessary arrangement for the further implementation of the contract. In case further implementation is unforeseeable and impossible, both parties shall arrange for the termination of the Contract, but without prejudice to their right and obligations prior to such termination it being understood that each party shall fulfill its contractual obligations so far as they have fallen due before the operation of Force Majeure.

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

The Contractor / Consultant hereby warrants and undertakes that all kinds of licenses, permits, authorizations and certifications required under the laws of Pakistan



and applicable to the Contractor / Consultant are intact, valid and possessed by the Contractor / Consultant and shall be maintained during the performance of this Contract. The Company has the right to inspect, or demand for such licenses, permits, authorization and certificates and the Contractor/ Consultant shall forthwith comply with such inspection on demand.

**SECTION 21. PHOTOGRAPHY AND ADVERTISING:**

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

**SECTION 23. INSURANCE DEMURRAGE:**

- 23.1 The Contractor shall within seven (07) days of the date hereof take out and shall maintain until maturity of the Contract, standard insurance policies, which shall include Contractor's waiver of subrogation as follows:
- (a) Worker's compensation insurance covering all employees, engaged directly or indirectly in the performance of the Supplies in accordance with the applicable statutory requirements of the state or nation having jurisdiction over such employees.
  - (b) All risk insurance cover for the Services and Equipment including without limitation Equipment and machinery and other materials, if any supplied hereunder by the Contractor.
  - (c) The foregoing insurance shall be maintained with insurers that are satisfactory to the Company, and the terms of coverage for the foregoing insurance shall also be satisfactory to the Company and shall be evidenced by certificate to be furnished to Company. Such certificates shall provide that ten (10) days written notice shall be given to Company prior to cancellation of any policy. In the event the Contractor fails to effect or keep in force the insurances then the Company without prejudice to any other rights, shall effect and keep in force such insurance's at the Contractor's cost and risk.

- (d) It shall be the duty of the Contractor to notify the insurers of any insurance referred to above or of any matter or event, which by the terms of such insurance are required to be so notified.
- 23.2 The Contractor shall indemnify the Company against all suits, proceedings, claims, liens and demands whatsoever which may be made against the Company by the third parties for or in respect of out of any failure by the Contractor in performance of its obligation or wrongful performance under this Contract or any act or omission in connection therewith. Should Company have to pay any moneys in respect of any such claims or demands, the amounts to be paid and the costs incurred by the Company in connection therewith, shall be charged to and paid by the Contractor in full.

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

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

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

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

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

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

**SECTION 27. AMENDMENTS:**

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

**SECTION 28. GOVERNING LAW:**

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

**SECTION 29. ERADICATION OF CORRUPTION:**

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

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

**SECTION 30. NOTICES:**

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

**To the Company:** Administrator (\_\_\_\_\_)
OGDCL Regional Office Karachi
Bungalow No. 1, Kokan Muslim Housing Society,
Shaheed-e-Millat Road, Karachi

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

Notices shall be deemed served when received by the addressee.

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

**COMPANY**

**CONTRACTOR**

Signature\_\_\_\_\_

Signature\_\_\_\_\_

Name\_\_\_\_\_

Name\_\_\_\_\_

Position\_\_\_\_\_

Position \_\_\_\_\_

Witness \_\_\_\_\_

Witness\_\_\_\_\_

Witness\_\_\_\_\_

Witness\_\_\_\_\_