

OIL & GAS DEVELOPMENT COMPANY LIMITED



TENDER ENQUIRY NO: PROC-SERVICES/CB/P&P-3018/2017

HIRING OF CONDITION MONITORING / VIBRATIONAL ANALYSIS INSPECTION
SERVICES



OIL & GAS DEVELOPMENT COMPANY LIMITED
SUPPLY CHAIN MANAGEMENT DEPARTMENT
OFFICE OF THE MANAGER (SERVICES)

OGDC HOUSE
JINNAH AVENUE,
ISLAMABAD – PAKISTAN

PHONE : +92-51- 92002 2157
E-mail : ejaz_rizvi@ogdcl.com
POST CODE : 44000

SUBJECT: **LETTER FOR INVITATION TO BID FOR HIRING OF CONDITION MONITORING / VIBRATIONAL ANALYSIS INSPECTION SERVICES AGAINST TENDER ENQUIRY NO: PROC-SERVICES/CB/P&P-3018/2017**

1. INTRODUCTION

Oil and Gas Development Company Ltd (OGDCL) is Pakistan’s leading E&P sector company, having operations at about 50 locations and fields in all the four provinces. The Company is listed and traded on all three stock exchanges of the country with highest market capitalization. Recently the Company, through GDR process, has also been listed on London Stock Exchange. More details about the Company can be obtained from its website www.ogdcl.com.

2. OBJECTIVE

OGDCL intends to hire the services of an experienced and well reputed contractor for **Hiring of Condition Monitoring / Vibrational Analysis Inspection Services**. Bidders are required to submit their bids strictly as per Terms of Reference (TOR) / scope of work (Annexure-A) and instructions to bidders given in this tender document.

3. Sealed bids in duplicate are hereby invited under Competitive Bidding (CB) procedure from eligible bidders from the countries maintaining bilateral trade relations with Pakistan for Services as listed in the Schedule of requirement “Annexure-A” of the attached Tender Documents. **The prices should be quoted strictly as per details mentioned in TOR “Annexure-A”.**

4. PROSPECTIVE BIDDERS SHOULD PARTICULARLY NOTE THAT:

4.1 Bids will be accepted only if the materials / services and supplies being offered are produced and manufactured in the country(s) maintaining bilateral relations with Pakistan.

4.2 Each bid valid for minimum 180 days from the date of opening of the bids must be accompanied by a Bid Bond in the form of a cash deposit, a Bank Draft or a Bank Guarantee issued by scheduled Bank of Pakistan or a branch of foreign bank operating in Pakistan for an amount mentioned in Annexure “A” and valid for 230 days from the date of opening of bids. The Bank Guarantee will be issued by a scheduled Bank in accordance with the format as per Annexure-B of the tender Documents.

4.3 Bid Bond through telex / fax shall not be acceptable.

4.4 On acceptance of the bid by the Purchaser the successful bidder shall be required to furnish Performance Bond / Bank Guarantee for an amount equivalent to 10 % of the Contract value for the required Services in US Dollars or in currency of Bidder or equivalent in Pakistan Currency as per Annexure-C.

5. The Purchaser does not take any responsibility for collecting the bids from any Agency. Your authorized representative may attend the Tender opening if desired. The request for extension of closing date and time shall not be entertained and tender received after closing time or date shall be returned to Bidder unopened.

6. The Purchaser reserves the right to increase or decrease the quantities / Scope of Work and accept or reject any or all bids or cancel any or all items at anytime without assigning any reasons thereof.

7. The Purchaser reserves the right to have the items inspected by its own representatives or through third party, wherever applicable.

8. It must be indicated in the offer that the quotation fully conforms to Technical Specifications and Terms & Conditions of the Tender Enquiry.

9 TIME AND PLACE FOR SUBMISSION FO BIDS.

Bids must be delivered / dropped in the tender box / OGDCL reception at time & date mentioned in Annexure "A" at the following address:-

Manager (Services)

Oil & Gas Development Company Limited
Supply Chain Management Department
OGDCL House, Plot No. 3 (New No. 3013) F-6/G-6,
Jinnah Avenue, Islamabad (Pakistan)
Phone No: 92-51-920023652

10 OPENING OF BIDS

Bids will be opened at the time and date mentioned in Annexure "A" on the place noted above.

11 Any company registered at places e.g. Vigin, Cayman, Nausa, Jersy and Bohaman Islands shall not be entertained and bids if submitted shall be rejected.

12 TWO ENVELOPE BIDDINGS

12.1 Bids against this tender are invited on **Single Stage Two Envelope Bidding Procedure**; therefore, the bidders shall submit one original and one copy of their Technical bid whereas the financial bid is required in original only. No copy is required for financial bid.

12.2 Tender Annexure to be added in both the bids; UN-Priced with technical Bids & Priced with Commercial Bids.

12.3 Both the bids shall be submitted simultaneously in separate sealed inner and outer envelopes. The envelope containing Technical Bid must be marked clearly "Technical Bid" and containing Financial Bid must be marked clearly "Financial Bid" along with

indication on the envelopes as "ORIGINAL" and "COPY". Details can be seen in Annexure "A".

13. The Technical Bid will be opened at first and evaluated. The Financial Bid of only those bidders will be opened who are declared technically Responsive.
14. The contract / service order will remain valid till completion of job / period specified in Terms of Reference (TOR) at Annexure "A". Any extension in validity of contract / service order will be subject to written mutual consent of both the parties.
15. The interested bidders must confirm their willingness to submit bid proposals at least ten (10) working days before the last date for bid submission, giving complete mailing address, email etc.
16. No alternation in OGDCL's uploaded tender documents is allowed. Any attempt for alteration/amendment in the tender documents may lead to disqualification of the bidder.

(Syed Ejaz Abbas Rizvi)
Manager (Services)
Oil & Gas Development Company Limited
Phone: 0092-51-92002 3652
Fax: 0092-51-9207530

INSTRUCTIONS TO BIDDER

1. PROSPECTIVE BIDDERS SHOULD PARTICULARLY NOTE THAT:

- 1.1 Each bid valid for minimum 180 days from the date of opening of the bids must be accompanied by a Bid Bond in the form of a cash deposit, a Bank Draft or a Bank Guarantee issued by scheduled Bank of Pakistan or a branch of foreign bank operating in Pakistan for an amount mentioned in Annexure "A" and valid for 230 days from the date of opening of bids. The Bank Guarantee will be issued by a scheduled Bank in accordance with the format as per Annexure-B of the tender Documents.
- 1.2 Bid Bonds through fax shall not be acceptable.
- 1.3 On acceptance of Bid by the purchaser, the successful Bidder shall, within 15 days of the receipt of Letter of Intent (LOI) furnish an acceptable performance Bond/Bank Guarantee for an amount equivalent to 10% of the total contract value in Pak Rupees, issued by Pakistani Scheduled Bank or Branch of a Foreign Bank operating in Pakistan in accordance with the Format at Annexure-C.
- 1.4 The Terms and Conditions form an integral part of Tender Enquiry and must be taken into consideration before submitting your quotation.
- 1.5 The Purchaser does not take any responsibility for collecting the Bids from any Agency. Your authorized representative may attend the Tender Opening if desired. The requests for extension of closing date and time shall not be entertained and tender received after closing time or date, shall not be accepted and returned to Bidders unopened.
- 1.6 The purchasers reserves the right to increase or decrease the quantities /scope of work to a reasonable percentage and accept or reject any or all bids or may cancel any or all items at any time without justifying any reasons therefore.

2. The bidding documents comprise of the following:-

- a) Instructions to Bidders
- b) Terms of Reference / Scope of Work, (Annexure-A)
- c) Format of Bid Bond (Annexure-B).
- d) Format of Performance Bond/ Bank Guarantee (Annexure-C)
- e) Format of Bidding Form(Annexure-D)
- f) Integrity and Ethics Declaration (Annexure-E)
- g) Draft Contract /Draft Service Order (Annexure-F)
- h) Confidentiality Agreement (Annexure-G)
- i) Affidavit for Not Black Listing (Annexure-H)

3. TIME AND PLACE FOR SUBMISSION OF BIDS

Sealed Bids in duplicate as per clause-18 of Instructions to bidders given in this document must be delivered / dropped in the office detailed as per time and date given in Annexure- "A".

4. OPENING OF BIDS

Bids will be opened at OGDCL House, Islamabad, as per time and date given in Annexure- "A".

5. **PREPARATION OF PROPOSAL**

Contractors will prepare their bids in two parts i.e. Technical Proposal, Part-I (One Original + One Copy) and Financial Proposal Part-II (01 Original Only). Both parts should be sealed in separate envelopes.

Technical Proposal should demonstrate firm's capability to provide the required Services and its understanding of the requisite tasks set forth in the Tender Document. Availability of the following information / documents in the technical proposal must be ensured for proper evaluation of the bid.

(i). Requested information/ sheets, in full with reference to the instructions given in **Terms of Reference/ Scope of Work** at Annexure-"A".

(ii). Background, organization and experience of bidding firm and of any firm that would be associating with for the purpose of providing the services for this project/contract. A list of past and present major work(s) of similar nature / type i.e carried out, or being carried out, by bidding and associate firm, if any with evidence in shape of work completion certificate or duly signed contract.

(iii). General approach or methodology proposed for carrying out job including all detailed information, as may be deemed relevant.

(iv). Unpriced draft agreement.

(v). Unpriced copy of financial bid.

If the bid is submitted by a joint venture of two or more companies, then the portion(s) of the project work to be carried out by each joint venture partner shall be very clearly identified.

Name, qualification, employment record and detailed professional experience of each expert, to be assigned for providing the proposed services, with particular reference regarding similar assignments undertaken by the bidder should also be provided in the bid. In proposing the personnel for this work, it will be encouraged to associate with domestic contractor(s) who are qualified to provide part of the services required.

Association agreement shall have to be produced by the joint venture partners accepting responsibility for the successful completion of the project separately and jointly.

Financial Proposal: Financial Proposal should contain:

- (i) This tender document, duly signed and stamped by the bidder.
- (ii) Duly filled in "Format For Rates" in accordance with instructions given in **Terms of Reference /Scope of work (TOR)** at (Annexure-"A").

All pages of the bid proposal shall be signed and stamped by duly authorized representatives of the bidder. Proof of authorization shall be furnished in the form of valid written power of attorney, which shall accompany the bid. The person signing the bid shall initial all pages of the bid where entries are made.

BID PRICE:

- a. Bid price shall be inclusive of all taxes, duties, levies, and charges except Provincial Sales Tax (PST)/Islamabad Capital Territory (ICT) Tax on services. Provincial Sales Tax (PST)/Islamabad Capital Territory (ICT) Tax on services where applicable will be paid by OGDCL.
- b. The prices should be quoted in the bid proposal in Pak Rupees.
- c. The prices charged by the successful bidder (contractor) for required services shall not vary from the prices quoted by the service company.

6. COST OF BIDDING

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

7. ADDITIONAL SERVICES

Contract price will be subject to adjustment as a result of addition/reduction in scope of work. However, unit price quoted for such work shall be used as base price for computation of final invoice. Contractor should take approval for such changes in writing from OGDCL. Rates and quantum of any additional job, not covered in the scope of work shall be subject to approval of OGDCL.

8. UNSKILLED LABOUR

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

9. LANGUAGE OF BIDDING

The bid must be prepared and submitted in the English language. Supporting documents and printed literature furnished by the bidder with the bid may be in another language as long as they are accompanied by an English translation of the pertinent passages. For the purpose of interpretation of the Bid, the English language shall prevail.

10. BID VALIDITY.

10.1 The Bid shall remain valid and open for acceptance for a period of 180 days from the specified date of tender opening.

10.2 In exceptional circumstances prior to expiry of the original bid validity period, the bidder may be requested in writing for an extension of the period of validity. A bidder agreeing to such request will not be permitted to modify his bid.

11. ALTERNATIVE BIDS.

11.1 In the event that the bidders submit an Alternative bid(s) whether in whole or against any of the items, a group of sub group, in addition to its Main Bid, the bids must be marked as "**Main Bid**" and "**Alternative Bid**". Alternative Bids which don't conform to the specifications may be submitted. However, only the Alternative bid of the Bidder whose Main Bid is the lowest evaluated bid will be considered.

11.2 A Bidder, who wishes to have its Alternative bid(s) considered on an equal basis with all other (Main) bids, must submit a Bid Bond for each Alternative bid. An Alternative bid must be submitted in a sealed envelope clearly marked "Alternative Bid", separate from the Main bid.

12. BID BOND.

12.1 The bidder shall furnish with the **Technical bid proposal**, as part of his bid, a bid bond for an amount of US\$ /Pak Rupees (*mentioned in Annexure-A*).

12.2 The Bid Bond in the form of a cash deposit, a Bank Draft or a Bank Guarantee issued by scheduled Bank of Pakistan or a branch of foreign bank operating in Pakistan for an amount mentioned in **Annexure "B"** and valid for 230 days from the date of opening of bids. The Bank Guarantee will be issued by a Pakistani scheduled Bank in accordance with the format as per Annexure-B of the tender Documents. **Bid bond from NIB Bank will not be accepted.**

- 12.3 Any bid not accompanied by the requisite Bid Bond is likely to be declared **non-responsive**. The bid bond of unsuccessful bidders will be returned. The bid bond of the successful bidder shall be discharged after he has executed the contract.
- 12.4 The bid bond may be forfeited if a bidder withdraws his bid during the period of bid validity or if the Bidder, having been notified of the acceptance of his bid by the Company during the period of bid validity:
- 12.4.1 Fails, refuses or delays to execute the Contract in accordance with the instruction to Bidders, or
 - 12.4.2 Fails, refuses or delays to furnish Performance Bond in accordance with the instruction to Bidders.

13. AMENDMENT OF BIDDING DOCUMENTS.

- 13.1 At any time prior to the deadline for submission of Bids, OGDCL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by amendment.
- 13.2 The amendment shall be part of the Bidding Documents, and will be notified in writing through fax or letter to all prospective bidders who have received the Bidding Documents, and will be binding on them.

14. CLARIFICATION(s) / QUERIES OF TENDER

The bidders are expected to carefully examine all instructions, forms and specifications in the Bidding Documents. Any bidder in doubt as to the exact meaning or interpretation of any part of the Bidding Documents should immediately seek clarification in writing from;

**Manager (Services)
Oil and Gas Development Company Ltd,
Jinnah Avenue, Islamabad, Pakistan
Phone #. 0092-51-920023562
Fax # 0092-51-9207530**

For requests of all clarifications in regard to the information contained in Tender Documents made over the telephone shall not be entertained. All inquiries about the tender made to OGDCL and OGDCL's response will be made known to other bidders without disclosing identity of the bidder who made the enquiry.

15. CONTRADICTIONS, OBSCURITIES AND OMISSIONS

The Bidder should likewise notify the above of any contradictions, obscurities and omissions in the Bidding Documents if clarification of these is necessary for the clear understanding of the documents and for preparation of the bid. Such enquiries, clarifications, queries with reference to clause - 14 above must reach the above named not later than two weeks before the bid submission date otherwise the same will not be responded by OGDCL.

16. DEADLINE FOR SUBMISSION OF BIDS.

- 16.1 The original bid, together with the required copies must be delivered to OGDCL at the address specified in clause-18, not later than the time and date specified in Annexure-"A".
- 16.2 OGDCL may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause-13, in which case all rights and obligations of OGDCL and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

- 16.3 Bids will be opened in presence of the bidder's representative who chooses to attend the bid opening at the time and date mentioned in the Tender Notice or on the extended date with reference to clause - 16.2.
- 16.4 The envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "LATE".
- 16.5 If the envelopes are not marked as instructed below, OGDCL will assume no responsibility for the misplacement or premature opening of the bid.
- 16.6 In case due date bids opening falls on holidays, the bid will be opened on next working day.

17. MODIFICATIONS AND WITHDRAWAL OF BIDS.

- 17.1 Bidder may modify or withdraw his bid after submission, provided that written notice of the modification or withdrawal is received by OGDCL prior to the prescribed deadline for submission of bids.
- 17.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as for the bid.
- 17.3 No bid shall be modified subsequent to the deadline for submission of bids and before the expiry of the period of bid validity.
- 17.4 No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity.

18. SEALING, MARKING AND TRANSMISSION OF THE BID

- 18.1 Your detailed "**Technical Proposal (One Original + One Copy)**" and "**Financial Proposal (One Original Only)**" should be submitted in separate envelopes. The envelopes containing Technical and Financial Proposals shall be properly sealed, stamped and marked as follows:

(a) Bid against TENDER ENQUIRY NO. (*mention from Annexure-A*).

Do not open before (*mention from Annexure-A*) **Hours (PST) of Bid opening date** (*mention from Annexure-A*).

TECHNICAL PROPOSAL

(Mention from Annexure –A)

Manager (Services)

OGDCL House, Jinnah Avenue, Islamabad.

Ph: # 051-920023652, Fax # 051-9207530

(b) Bid against TENDER ENQUIRY NO. (*Mention from Annexure –A*)

Do not open before (*Mention from Annexure –A*)

Hours (PST) of Bid opening date: (*Mention from Annexure –A*)

FINANCIAL PROPOSAL

(*Mention from Annexure –A*)

Manager (Services)

OGDCL House, Jinnah Avenue, Islamabad.

Ph: # 051-920023652 Fax # 051-9207530

- 18.2 If the envelope is not marked as instructed above, OGDCL will assume no responsibility for the misplacement or premature opening of the bid.
- 18.3 In addition you should advise by fax to OGDCL of the dispatch of your proposal.

19. LATE BIDS

Any Bid received after deadline for submission of Bids prescribed by OGDCL pursuant to Clause- 16 above will be rejected and returned unopened to the bidder.

20. BID OPENING

The Bid shall be opened publicly in the Procurement Department of OGDCL by the Tender Opening Committee in the presence of Bidder's representatives who choose to attend the bid opening at the time and date specified in Annexure-"A" or on the extended date with reference to clause- 16.2 above.

21. EVALUATION OF PROPOSALS.

Technical proposal of the bid shall be reviewed first to determine / check its technical responsiveness and conformity with the requirement of bid. The technical evaluation shall be carried out on the basis of information /data spelled out at Annexure "A"/ITB provided with this document. Technically responsive and financially lowest evaluated bidder in line with the bid evaluation criteria given in the scope of work /TOR will be considered for award of job.

22. CRITERIA FOR SUMMARY REJECTION.

Bidder should ensure to submit their bids meeting following summary criteria failing which their bids are likely to be considered non responsive for detailed evaluation.

- 22.1 The Bid must be prepared in the English Language.
- 22.2 The Bid must be unconditionally valid for 180 days from the date of Bid Opening.
- 22.3 The Technical bid must be accompanied with the duly signed and stamped "**Bidding Form**" given at Annexure "D" of the tender documents without any exception/ deviation.
- 22.4 Bids should not be submitted in the form of Telex or Telegram.
- 22.5 Bid must reach before as mentioned in the Tender Notice or as per clause-16.
- 22.6 Technical Bid must be accompanied by a **bid bond** as specified in Clause – 12.
- 22.7 Direct fax bid shall not be acceptable. However, fax bid in sealed envelope confirming all other formalities as stated above will be acceptable provided original bid is received by OGDCL within 07 days of the Bid Opening Date failing which such bid will be considered non-responsive.
- 22.8 The bid proposal should essentially include C.Vs of the professionals expected to be deployed for the job (if required).
- 22.9 The Purchaser will evaluate and compare only the substantially responsive bids.
- 22.10 Bids determined to be substantially responsive will next be checked for any material error in computation.

23. CLARIFICATION OF BIDS.

To assist in the examination, evaluation and comparison of Bids OGDCL may at its discretion, ask the Bidder for clarification of his Bid. All responses to request for clarification shall be in writing, and no change in the price or substance of the Bid shall be sought, offered or permitted.

24. ELIGIBILITY AND QUALIFICATION REQUIREMENTS

- 24.1 To be eligible for award of contract, bidders shall have to provide satisfactory evidence to OGDCL of their eligibility, capability and adequacy to carry out the contract effectively up to the end. All bids submitted shall include updates of the information on technical capability and firm's history that includes experience, list of similar projects carried out as per requirement of the Scope of work / TOR.
- 24.2 Proof of requirements mentioned in Para 24.1 must be submitted by the bidder along with the bid.
- 24.3 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements:

- 24.3.1 The bids, and in case of a successful bid, a Form of Agreement shall be signed so as to be legal binding on all partners.
- 24.3.2 One of the partners shall be nominated, as being in charge and its authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
- 24.3.3 The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract including payment shall be done exclusively with the partner in charge.
- 24.3.4 All partners of the joint venture shall be jointly and severally responsible for the execution and completion of the contract in accordance with the contract terms and conditions. A relevant statement to this shall be included in the authorization mentioned under clause-24.3.2 as well as in form of bid and the form of
- 24.3.5 Agreement (in case of successful bid). A copy of the agreement entered into the joint venture partners shall be submitted with the bid.

25. COMPANY'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

OGDCL reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the effected bidder or bidders or any obligation to justify the affected bidder or bidders of the grounds for OGDCL's action.

26. GENERAL TERMS AND CONDITIONS.

- 26.1 After opening the bids, OGDCL will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- 26.2 OGDCL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required experience certificates/evidence, sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 26.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figure, the amount in words shall prevail.
- 26.4 A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviation. A material deviation is one which being inconsistent with the Bidding Documents, affects in any substantial way the scope, instruction to Bidders, quality or prescribed completion schedule or which limits in any substantial way, OGDCL's right or the bidders' obligation under the Contract.
- 26.5 A bid determined to be non-responsive will be rejected by OGDCL and shall not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 26.6 OGDCL may waive any minor deviation non-conformity or irregularity in a bid, which does not constitute a material deviation, provided that the waiver does not prejudice or affect the relative standing order of any Bidder.
- 26.7 To assist in determining a bid's responsiveness the Bidder may be asked for clarification of his bid. The Bidder is not permitted, however, to change bid price or substance of his bid.
- 26.8 The evaluation of the bids will take into account, in addition to the bid price, the following factors:
 - a) Reliability and efficiency of the offered Service.
 - b) Financial standing of the supplier.
- 26.9 The award of the Contract/Service Order shall be made to the Bidder whose bid has been determined to be the lowest evaluated bid as per bid evaluation criteria and

weightage given to technical and financial proposal, after considering all factors and who meets the requisites of Schedule of Requirement (Scope of Work/Bid Format).

- 26.10 The purchaser shall notify by fax/letter, the successful bidder of its intent to enter into a contract. The contract shall be executed only after all necessary management/Governmental approvals have been obtained.
- 26.11 The bidders may lodge a written complaint for redressal of their grievances and disputes to Committee for Redressal of Grievances & Settlement Dispute within fifteen (15) days of the placement of the Technical Evaluation Report on the web.

27. PERFORMANCE BOND / BANK GUARANTEE

- 27.1 Within fifteen (15) days of receipt of the notification of contract award, the successful bidder shall furnish to OGDCL, the Bank Guarantee / Performance Bond for an amount equivalent to 10% of contract value as per specimen at "Annexure-**C**".
- 27.2 The bank guarantee / performance bond shall remain valid and in full force and effect during validity of the contract.
- 27.3 The validity of Bank Guarantee / Performance Bond shall be extended by the contractor if the completion of contract is delayed, whether in whole or in part.
- 27.4 The cost incurred for establishing the Bank Guarantee / Performance Bond or any extension thereof shall be to the account of the contractor.
- 27.5 The Bank Guarantee / Performance Bond will be discharged after completion of the contract.
- 27.6 The Bank Guarantee must be as per format attached at Annexure-**C** and must be either from a Pakistan scheduled bank or from a branch of foreign bank operating in Pakistan acceptable to OGDCL.
- 27.7 The proceeds of the Performance Bond shall be payable to the company (OGDCL) as compensation for any loss resulting from the contractor's failure to complete its performance obligations under the contract.

28. EMPLOYMENT OF PAKISTANI NATIONALS:

- 28.1 The Contractor will be required to employ Pakistani Qualified & experienced nationals in its operation if available. In order to employ the expatriate professionals if needed, the contractor will ensure that all out efforts have been exhausted to employ Pakistani qualified nationals. Unskilled workers if needed for the operation will be hired from the area where the operation is being performed.
- 28.2. In case of non availability of qualified / experienced Pakistani nationals for the contractual services, the contractor will reasonably make efforts to train Pakistani nationals in such a manner to replace gradually the expatriate professionals.

29. SIGNING OF CONTRACT

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

30. SOURCE OF FUNDS.

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

ANNEXURE "A"

1. **Amount of Bid Bond**
Amount of bid bond referred to in clause 3.1 and 14 of Instruction to Bidders, and Annexure-"B" of this tender enquiry shall be **PKR: 340,000/- (Pak Rupees Three Hundred Forty Thousand Only)**.
2. **Deadline/ Time and place for submission of bids (Refer clause-5 and 16 of Instructions to bidders):**
Sealed bids in duplicate as per clause -18 of Instructions to bidders of this tender enquiry must be delivered / dropped in the office detailed therein until **(as per tender notice/OGDCL website)** hours Pakistan Standard Times ("PST") on **(as per tender notice/OGDCL website)**.
3. **Opening of Bids (Refer clause - 4 and 20 of Instructions to Bidders).**
Bids will be opened at **as per tender notice/OGDCL website** hours ("PST") on **(as per tender notice/OGDCL website)** at OGDCL House, Islamabad, Pakistan.
4. **Sealing, Marking and Transmission of the bid (Refer clause -18 of Instructions to bidders).**
 - 4.1 Your detailed "Technical Proposal" and "Financial Proposal" should be submitted in one original and one copy of each in separate envelopes. The envelopes containing Technical and Financial Proposals shall be properly sealed, stamped and marked as follows:-
 - (a) Bid against TENDER ENQUIRY NO. **PROC-SERVICES/CB/P&P-3018/2017**
Do not open before **(as per tender notice/OGDCL website)** Hours (PST) of Bid opening date: **(as per tender notice/OGDCL website)**
TECHNICAL PROPOSAL
HIRING OF CONDITION MONITORING / VIBRATIONAL ANALYSIS INSPECTION SERVICES
Manager (Services)
OGDCL House, Jinnah Avenue, Islamabad.
Ph: 051-920023652, Fax # 051-9207530
 - (b) Bid against TENDER ENQUIRY NO. **PROC-SERVICES/CB/P&P-3018/2017**
Do not open before **(as per tender notice/OGDCL website)** Hours (PST) of Bid opening date **(as per tender notice/OGDCL website)**
FINANCIAL PROPOSAL
HIRING OF CONDITION MONITORING / VIBRATIONAL ANALYSIS INSPECTION SERVICES
Manager (Services)
OGDCL House, Jinnah Avenue, Islamabad.
Ph: 051-920023652, Fax # 051-9207530
 - 4.2 If the envelope is not marked as instructed above, OGDCL will assume no responsibility for the misplacement or premature opening of the bid.
 - 4.3 In addition you should advise by fax to OGDCL of the dispatch of your proposal.
5. **Material Deficiencies which will lead to disqualification**
 - (i) Failing to get minimum qualifying marks in the technical evaluation
 - (ii) Reflect or demand of deviation from TOR of this Tender Enquiry will lead to disqualification.



Terms of Reference (TOR)

TENDER ENQUIRY NO. PROC- SERVICES/CB/P&P-3018/2017

CONDITION MONITORING / VIBRATIONAL ANALYSIS INSPECTION SERVICES

Note: Bidders are requested to read this document carefully and provide complete information required in this TOR. All information required in the Technical Evaluation Criteria must be provided. OGDCL reserves the right to reject Proposals with in-complete or partial information.

TERMS OF REFERENCE

CONDITION MONITORING / VIBRATIONAL ANALYSIS INSPECTION SERVICES

1. Objective

OGDCL, the biggest Oil & Gas Exploring & Production Company in Pakistan intends to hire services of Third Party Testing, Inspection, Verification and Certification Company for conducting the Condition Monitoring and Vibrational Analysis services for the assets listed in the following scope of work.

- a. Process & Plant Department Facilities/Assets
- b. Plants based Equipment's (Both Static & Rotary/Reciprocating)
- c. Different Piping Networks / Systems

It will support the P&P department to monitor the integrity of the assets and to schedule the preventive maintenance plans of the assets for smooth and effective operations.

1.1 INTRODUCTION

OGDCL's plants, fields, assets are located throughout the country in all regions. The inspections, tests, evaluations, certifications, vibrational analysis etc. shall be conducted at following fields / locations on "As & When Required Basis" against a rate-running contract for a period of 02 year extendable for further one year with mutual agreement. This Contract will provide us the tie-up support in addition to our running contract. Regional-wise names of fields / plants are given below;

A. Sindh Region:

- a. Bobi Processing plant.
- b. Sinjhorro Field and processing plant.
- c. Daru Feild.
- d. Kunnar field and processing plant.
- e. QadirPur gas field
- f. Hundi/Sari gas field and dehydration plant.
- g. Noor-Bagla Field.
- h. Any other Field etc.

B. Balochistan Region:

- a. Uch gas field including sale gas line, delivery station & processing plant
- b. Uch – II gas field & processing plant
- c. Loti Gas Field and Processing plant.
- d. PirKoh Gas Field and Processing plant.
- e. JhalMagsi gas field.
- f. Any other field.

C. Punjab Region:

- a. Dhodak Gas-Condensate Field and Processing plant.
- b. NandPur / PanjPir/ BahuFields and processing plant.
- c. Dakhni Gas-condensate field and processing plant.

- d. Sadqal Oil Field.
- e. Any other field.

D. Khyber-Pakhtoonkhwa Region:

- a. Chanda Oil Field and Processing plant.
- b. Mela Oil Field and Processing Plant.
- c. Nashpa Oil Field.
- d. Any Other Field.

2. list of Assets.

Condition Monitoring, Vibrational Analysis, etc, shall be carried out for minimum following listed assets but not limited to;

A. Processing Plant Facilities:

These include ALL KIND of STATIC, ROTARY & RECIPROCATING Assets but not limited to following:

- a. Turbines of different Makes and specifications including driven units
- b. Engines of different Makes and Specifications
- c. Compressors of different Makes and Specification including driven units
- d. Pumps of different makes and specifications including driven units
- e. Motors
- f. Blowers / Fans
- g. Any other Rotary / Reciprocating Equipment's

3. TECHNICAL CAPABILITIES OF BIDDER.

The successful / responsive bidder is required to have minimum but not limited to the following listed Condition Monitoring / Vibrational Analysis, inspection equipment's and relevant software(s) available with them along with certified engineers / technical manpower / inspectors on their regular payroll to meet OGDCL's day to day inspection requirements on "As & when Required" basis.

3.1. CONDITION MONITORING / VIBRATION ANALYSIS & LUBE OIL ANALYSIS.

- a. This condition monitoring based on vibration analysis, bearing condition monitoring of the rotating and reciprocating equipment's and lube & wear debris analysis with further trending based on the vibration monitoring readings and signatures. The vibration monitoring shall be carried out for such of that equipment's as per plant requirements and as decided by OGDCL.
- b. All manpower, instruments, tools & tackles required for the work shall be under the scope of the bidder. The instruments, hardware & software which would be used for the work shall be of reputed make and shall be able to provide trending, analysis and results in a meaning manner. Suitable bearing analyzer shall be used for checking condition of bearings. All the instruments deployed for the work should be preferably suitable for zone.
- c. The bidder has to provide valid calibration certificate of the instrument(s) prior to putting it to use. The calibration certificate needs to be renewed prior to the actual expiry of the validity and shall be resubmitted for the records / references. The accuracy level(s) of the instrument also needs to be established / authenticated by the bidder with documents / field trials / O&M manuals of the manufacturer etc.

- d. Upon completion of every visit, the recorded values in the form of site report shall be duly acknowledged by the Engineer-In-Charge or his authorized representative, which shall be submitted by the bidder before leaving the site.
- e. The broad scope of condition monitoring work shall be as briefed below, but not limited to the following only. The monitoring shall be primarily for the rotating and reciprocating equipment's but with detailed Vibration Analysis & Machine Fault Diagnostic.
- Ref. Vibration History.
 - Vibrational Analysis
 - Alignments (including laser alignment wherever required)
 - In situ Field / Dynamic Balancing.
 - Bearing defects / Faults Analysis
 - Diagnostic testing of bearings faults (stage-1), Valves & Cables using ultrasonic.
 - Run up and Coast down Tests
 - Workshop balancing of rotors up to 30 ton.
 - Ultrasonic thickness measurement to evaluate structural integrity.
 - Diagnostic testing of power transformers and other electrical equipment.
 - Operational Deflection Shape Analysis (ODS) to diagnose complex machinery faults which are non-detectable with conventional vibration data.
 - Data acquisition of compressor/engines using vibration data of the plant instrumentation, i.e. from buffered output signals.
 - Foundation defects, soft foot, cracks, deterioration etc
 - Gear Mesh defects
 - Belt Vibration (wherever applicable)
 - Machine Mechanical Looseness
 - Motor Current Analysis (MCA) and it should be conducted by Level-II / III analyst
 - Thermography Infrared Thermography should be conducted by IRT camera having temperature range above 1000° C and analyst should be Level-I certified.
 - Boroscopy
 - Piping flow induced vibration analysis (where required).
 - Compressor piping pulsation analysis
 - Stress/fatigue analysis for design evaluation of passive/rotating equipment using software like
 - Ultrasonic Testing / Video Imaging
 - Recommendation of remedial measures.
 - Vibration follow-up.
 - Special Data Acquisition and Analysis.
 - Lube Oil & Wear Debris Analysis
 - Compilation and Reporting.
- f. In order to accurately analyze and diagnose machine fault, vibration analyzer should be able to sample at 100,000 samples/sec and must be capable of performing modal testing, orbit analysis, cascade plots and transient analysis.
- g. Vibration Data Collection should be performed by CAT-II vibration analyst and reporting should be done by CAT-III analyst. These certifications must be either from MOBIUS institute Australia or Vibration Institute USA.
- h. All vibration reports must be finally reviewed by CAT-III / IV vibration analyst or PhD in condition monitoring.

- i. Software capable of generating equipment history, calculating MTTR/MTBF, generating work orders and automatically recording feedback must be developed & installed at least 03 on-site computers (Optional).
- j. For equipment's like Gas Turbines and Compressors where the surfaces are either hot or cold, some are remotely accessible, special arrangement shall be made by the bidder for taking vibration of those equipment's
- k. In case, any additional consultancy / reference is required to supplement the bidder's scope of work, same is required to be arranged by the bidder without any additional financial implication to OGDCL.

Deliverables:

- Comprehensive vibration analysis report mentioning observations, analysis and recommendations along with the Risk / Health Matrix as per ISO & relevant standards.
- Comprehensive report mentioning problematic area and proposed solution.
- Comprehensive report as per ISO-10816-3/4, ISO-14964 & other relevant standards.
- For engine oil testing, oil lab should be ISO-17025 or relevant accredited.
- FFT Spectrum Plots
- Different Curves / Plots / Graphical Representations in support to final reports

3.2 SCOPE OF WORK FOR LUBE OIL ANALYSIS

The scope of work shall include but not limited to analysis for lubricants of rotating equipment. This shall include the following against standards:

A. GENERAL ANALYSIS:

TEST	STANDARAD	TEST	STANDARAD
Appearance	ASTM D1500	Large Ferrous Particles,	ASTMD7416
Density @ 15C Kg/L,	ASTMD1298	Contamination Index,	ASTMD7416
Viscosity (cSt @ 40C,	ASTMD445	Sulphates,	IR
Viscosity cSt @ 100C,	ASTMD445	Antiwear additives,	IR
Viscosity Index,	ASTMD2270	Soot,	IR
Flash Point Degree	ASTMD93	Oxidation,	IR
Total Base No. mg KOH/g,	ASTMD2896	Large Ferrous Particles,	ASTMD7416
Oxidation Stability,	RBOTASTMD2272	Contamination Index,	ASTMD7416
Water	ASTMD6304	Ferrous Index,	ASTMD7416
Carbon Residue,	ASTMD189	Large Ferrous Particles,	ASTMD7416
Ferrous Index,	ASTMD7416	Large Ferrous Particles,	ASTMD7416
Any other Analysis Applicable			

B. WEAR DEBRIS ANALYSIS:

Ferrous and nonferrous wear particle analysis for:

- 1) Normal rubbing wear
- 2) Severe sliding wear
- 3) Fatigue wear
- 4) Cutting wear
- 5) Contaminants for ferrous oxides (black oxide, red oxide)
- 6) Metal, Sand particles/ fibers Analysis as per Standard D6595 etc
- 7) Any other analysis applicable.

3.3. Technical Man-Power.

The responsive / successful bidder is required to have minimum but not limited to following technical man-power on their regular pay-roll / pay-role employees;

- i. Mechanical / Metallurgical Engineers (Masters / Doctoral Degree shall be preferred).
- ii. Certified Vibrational Analyst Level-II /III

4. QUALIFYING CRITERIA FOR SUCCESSFUL BIDDER.

- i. A successful bidder must meet minimum but not limited to following criteria to become responsive for the above-mentioned service's contract.
 - a. Authorized / Registered Corporate Office and / Or Local Representative.
 - b. Availability of certified and experienced technical manpower as listed above.
 - c. Previous Job Experience / References (Globally / Regionally / Locally).
 - d. Organogram, all certificate of inspectors and their contact Information.
 - e. Financial Standing.
- ii. Certificate of calibration shall be attached with each equipment with their calibration block at the time of inspection. Calibration certificate should be latest and given by well reputed organization.
- iii. In view of the above listed techniques, it is mandatory requirement for the service company to have on-line inspection capabilities, tools, equipment's and techniques so as to carry out various inspections on assets etc. The inspection tools / equipment's must be in good working condition with valid calibration certificates. Such certification must be provided in the technical bid
- iv. Moreover it shall also be mandatory requirement that the service company must have relevant certified personnel to carry out the required testing / inspection according to international standers such as;
 - a. Vibration Analysts Level-I/II/III (Mobius Insitute USA, etc)
- v. As requirement 3rd party inspection company shall be capable / should have appropriate software(s) to provide comprehensive Inspection Data Management Solution (in normal view, graphic and printable form) including data monitoring, able to show critical risk areas / equipment's with location and severity of fault / anomaly, able to indicate time-wise repair alerts of all fields / plants inspections already carried out and / or to be completed through this contract.

- vi. Optional: Any supportive software (Condition Monitoring) training, installation & its update and Software online access up to expire date of contract period will be in the scope of contractor.

5. CONTRACTOR'S RESPONSIBILITIES.

Successful bidder / contractor shall be liable minimum but not limited to following technical responsibilities;

- i. Inspection.
- ii. Verification.
- iii. Certification.
- iv. Life Assessment.
- v. Availability of tools / Equipment's.
- vi. Availability of Vibrational Analyst / / Special Equipment Technicians in Pakistan ready to move on call and also inform if contractor providing freelancer on field.
- vii. Scaffolding requirement must be shared by bidder and will be provided by OGDCL.
- viii. Initially Reporting will be prepared and presented at field before leaving the team.
- ix. Presentation of findings & results deliver to relevant in-charges / F.Ms / P.Ms at each field for all completed jobs at that field.
- x. Entry of previous and current condition monitoring data into software, generate time-to-time alerts, indicate the company about repair alerts, generate graphs, reports etc. in the software.
- xi. To provide Medical fitness certificates of whole inspection team prior to mobilization.
- xii. To provide required PPE's for inspection team.
- xiii. Contractor shall arrange consumables / arrangements for the execution of condition monitoring jobs activity within the allowed time of frame.

xiv. Trainings of OGDCL Professionals

- a. For general awareness regarding day to day improvements of modern Condition Monitoring / Vibration Analysis, Inspection techniques and to discuss general findings, results, recommendation and actionable points of the already carried out inspections, the successful bidder / contractor shall held / arrange at least 2 workshops (each for min two Days Period) during time period of contract exclusively for OGDCL professionals (Minimum 05-10 numbers). All arrangements excluding travelling, boarding, lodging, messing of nominated engineers shall be done by the bidder.
- b. The successful bidder shall also be required to arrange **specific trainings** (Like Vibration analysis Level-I & II, vibration analysis software, dynamic balancing, Laser alignment, IR thermal imaging, Motor current analysis, Vibration codes & standards) related to Condition Monitoring / Vibrational Analysis for 5-10 OGDCL engineers in Pakistan. The time period shall not be less than 3 days. All arrangements shall be made by successful bidder / contractor excluding travelling, boarding, lodging and messing of nominated engineers.

6. Reports of Findings.

i. Daily progress reports.

The contractor has to submit a daily progress & activity report to Manager (Inspection, P&P) at Head Office through Field / Location Incharge showing at least following:

- a. Portion of the inspection work completed.
 - b. Any particular finding(s) that might be alarming along with remedial action suggestion.
 - c. Bottle necks during the inspection and possible delay in the next day's job.
 - d. Planning for the next day job.
 - e. After completing the job at relevant field / plant, contractor has to obtain "Work Completion Certificate / Job Ticket" duly signed and officially stamped by respective incharge(s) / Field Manager / Plant Manager to be attached with invoice for payment.
 - f. Contractor will also be required to submit preliminary report of each equipment after completion of inspection.
- ### ii. Final Report (Min 03 hard copies)

When job is completed on individual field location / processing plant, the contractor shall have to submit a final report in shape of at least 03 hard copies and soft copies on readable CD within maximum of 07 working days period. The final report must contain at least but not limited to the following items.

- a. Executive summary
- b. Permanent Marking and sketching should be done properly.
- c. Description of each location/equipment inspected.
- d. Detailed inspection findings showing all reading etc.
- e. Interpretation of the readings / graphs / films etc.
- f. Recommendations on the basis of inspection findings.
- g. Calculations etc.
- h. Spectrum & Trend of problematic machines, machines that are in alarming Conditions (either in alarm 1(Red Category), 2 (Yellow Category) or 3 (Green Category)) with extensive problem description and recommendation of an Engineering solution for its rectification.
- i. The final report shall be supported with relevant photographs both in the soft and hard copies.
- j. As a pre-requisition, the entire inspection should be carried out under the direct supervision of OGDCL site Engineer, however the final report shall be vetted by a professional / Vibration Analyst specialist with minimum following criteria;
 - ❖ Atleast 10+ years relevant experienced preferably in Condition Monitoring.
 - ❖ Masters / Doctoral degree (PhD) in the relevant field (recommended)
 - ❖ Relevant certification(s).

(Proof of all above must be provided in the technical portion of the bid. In case of missing of such certificate, the bid will be out rightly declared technically non –responsive).

7. Project SCHEDULES / Completion Time

- i. The service order / contract shall be treated as “Rate-Running Contract” to provide Condition Monitoring / Vibrational Analysis services as described above on “As and when required basis” for a minimum of 02 year period at Fix Price and shall be extendable if agreed mutually.
- ii. The service company has to provide assurance in technical bid to provide the services on time on call as per contract.
- iii. Through this contract, the contractor should ensure to mobilize equipment and inspectors / professionals to the site location within 48 hours when called through written request for such services at any of the field location / processing plant.

8. Evaluation of the bid

- i. The technical portion of the bid will be evaluated first to check the conformity of the requirement of the inspection job and relevant experience qualification & certification of the proposed experts /man power and their degrees should be verified from Respective Board /University. Therefore, it should be very clear that only technical qualified / responsive bids shall be considered further for financial evaluation.
- ii. The company shall have right to visit bidder’s facilities during evaluation of technical bid to make itself satisfied with the availability of the equipment’s, quality, condition, quantity, certifications, man-power verification etc. and other available facilities. They may also discuss various inspections, evaluation methodologies etc. with bidder’s nominated professionals etc. The bidder will have to make all necessary arrangements and will coordinate and full support for such visit.
- iii. The **technical portion** of the bid must contain at least but not limited to the following:
 - a. Total relevant experience of the company / bidder, especially in Pakistan with evidence of proof.
 - b. All contacting details (Address, phone, fax, email, web site etc.)
 - c. List of certified inspectors on the pay roll of company.
 - d. Names and CVs (showing experience, certification level, qualification etc.) of the proposed inspector(s) and other team members.
 - e. Job description of each team member for inspection.
 - f. Proof of working experience of similar nature in Pakistan or abroad,
 - g. Organogram of the company.
 - h. Project activity bar chart showing day –to –day activities and bottle necks due to which job may be delayed.
 - i. The bidder should also submit their capacity to conduct the on-line Condition Monitoring within the operating temperatures / pressures limit.
 - j. Bidder should also submit the list of available equipment’s along-with its make, model, manufacturer, year of manufacturing, calibration / certifications etc in their technical bid.

9. CURRENCY OF THE BID

Since this will be processed through press tendering and companies are expected to participate in the bidding process, therefore the currency of the bid shall be in PKR.

10. BOARDING, LODGING, TRANSPORTATION ETC.

i. Boarding & Lodging

OGDCL will provide boarding and lodging facilities for professionals of the contractor at field facilities / camp. The contractor's professionals will be accommodated according to the seniority. All engineers, supervisors and technicians shall be accommodated in officer's camp where as other staff will be provided accommodation in staff camp.

ii. Transportation

Transportation of material / equipment's shifting and man-power movement to and from field / plant site shall be sole responsibility of the contractor.

iii. Security cover

OGDCL will provide standard / in-place security cover (where ever needed) to the contractor's employees at the field / plant sites during job.

iv. Security Clearance

- i. In case contractor intends to hire foreign expert(s) / inspector(s) for this job, it will be his responsibility to obtain security clearance from concerned authorities well in time so that the job should not be delayed.
- ii. Contractor shall be responsible for providing all type of tools, equipment's, consumables, required for the proper preparation and completion of work.

11. HSEQ POLICY

The contractor shall strictly follow OGDCL's HSEQ & Security policy/guidelines submitted by company during entire job.

- a. It's mandatory for all service contractor's employees / inspectors etc to wear proper PPEs during job at field / plant area.
- b. Proper follow up of instructions given in the work permits issued by concerned field / plant authorities.
- c. To properly follow up security plans as instructed by field / plant management.
- d. To fulfill timing for field mobilizations – after sunset mobilization is generally not allowed.

12. SITE VISIT

Though all the relevant available information have been provided with these documents, however it is strongly advised for better interest of the bidder, to pay a visit of the proposed site location(s) so as to make himself acquainted / familiar with the site where he has to carry out the job. By this way he can gather actual site

information. The visit will be paid purely and solely at bidder's own risk and cost with prior permission. OGDCL will not pay any sort of compensation for this visit.

13. SCHEDULE OF PAYMENT / Payment terms and conditions

The contractor shall be liable to invoice for payment after;

- i. Completing the job and submission of the final report of Condition Monitoring / Vibrational Analysis Report, Inspector's visit etc of field location / processing plant or each technique carried out at any field location.
- ii. Verification of job completion by the respective location / plant Incharge by signing "Work Completion Certificate".
- iii. Endorsement of invoices by Manager (Technical & Support Services-P&P).
- iv. Payment will be made on receipt of * clean invoice and Final Inspection Report.
*Clean Invoice means Verification of the Invoice from Field / Location Incharge

14. APPLICABLE CODES & STANDARDS.

- i) The contractor shall have to follow local regulations / regulatory authority requirements (such as Oil & Gas Regulatory Authority - OGRA, Chief Inspector of Mines – CMI) and international codes, standards & recommended practices in vogue to complete the job, especially Condition Monitoring or equivalent codes.
- ii) It will be contractor's responsibility to be fully aware of the relevancy and requirement of the applicable codes and standards for particular inspection, assessment, evaluation or certification and also provide the soft copy of Latest codes of relevant condition monitoring Codes.

TECHNICAL EVALUATION AND MARKING CRITERIA

Sr#	Item Description	OGDCL Requirement	Max Allocated Marks	Bidder to provide
1.	General Experience of the Contractor/Firm (bidder) in Inspection Services (Condition Monitoring.)	Min over-all 10+ years relevant exp is required	20	Pls share the details/evidence of the Jobs performed under each category
2.	Registered Local Office & Laboratories in Pakistan	For better coordination , local office is mandatory	10	OGDCL Team will also visit the Facility. All contacting details, man-power, technical/financial, capabilities must be provided
3.	Technical Manpower For Inspection Services	Under 3.1 & 3.2	45	Submit the resumes / certifications record of local employees working in Pakistan. Condition Monitoring (CAT I-III) (Certified Mobius /Vibration Institute USA)
3.1	Lead Analyst	Min Master's Mechanical Degree / PhD (Condition Monitoring) will be preferred with 10 years relevant industry exp. (Min-01 person)	20	
3.2	Certified Rotary Analysts	Certified CAT-II (Min 01 = 05 marks) (Min 03 = 10 marks) (Min 05 = 15 marks) Certified CAT-III (Min 01)	15 10	
4.	List of available NDT & Condition Monitoring equipment's / inspection tools etc. for required SOW available in Pakistan for ready use.	Condition Monitoring Tools & Equipment's (Min 01 sets of each tool)	10	A complete list of equipment's, tools must be provided with details of manufacturer. (OGDCL will have right to inspect the availability of tools , their conditions, certification etc during evaluation of the bid for satisfaction)
5.	Reference projects/ Contracts with Industries	Oil & Gas, petro-chemical and relevant industries	10	Provide contract details evidence. 10 marks = min 05 contracts 05 marks = min 02 contracts
6.	Financial Soundness	Last 03 Years	05	Provide evidence in form of audit reports

MIN Qualification score = 70 / 100

Note: Bidders securing less than 70% mark will be declared non-responsive and must meet 100% under Sr.#02 & 04 and 75% under Sr.03 in evaluation otherwise their financial proposal will not be opened.

Financial bid format

The **Financial portion** of the bid shall be submitted as per following format. All quoted prices must be inclusive of all taxes, duties, levies, and charges except Provincial Sales Tax (PST)/Islamabad Capital Territory (ICT) Tax on services. Provincial Sales Tax (PST)/Islamabad Capital Territory (ICT) Tax on services where applicable will be paid by OGDCL..

S#	Item Description	Unit	Unit Price	Rate Running Basis	Total Price	Remarks
A:	Condition Monitoring / Vibrational Analysis					
1	Vibration Data Acquisition, Analysis and Report Submission (Min approx 30-40 machines per visit)	Per Visit		1		Will Include Mob-Demob of Equipment's In case more equipment's are being inspected during one-go then Mob-Demob charges will remain same.
2	Detailed Vibration Analysis & Machine Fault Diagnostics for Rotary & Reciprocating Equipment's	Per Visit		1		
	Thermography			1		
	Motor Current Analysis			1		
	Bearing Fault Analysis			1		
	Borosopic Inspection			1		
	Gear Mesh defects			1		
	Ultrasonic Thickness Measurement			1		
	Ultrasonic Testing / Video Imaging			1		
	Diagnostic testing of power transformers & other electrical equipment's			1		
3	Services of Corrective Maintenance Techniques (Laser Alignment / Field Balancing/ Workshop balancing etc)	Per Visit		1		Will Include Mob-Demob of tool's

4	Stress/fatigue analysis for design evaluation of passive/rotating equipment using software like Ansys etc	Per Equip		1		
5	Lube Oil / Wear Debris Analysis	Per sample		1		Sample will be dispatched by OGDCL
Sub-Total (A)						
B:	Technical Manpower Normal Day rate					
1	Vibration Analysts Level-II / III / IV	Per Day		1		Will include Transportation Charges
2	Technicians Level-I//II/III	Per Day		1		
3	General Inspectors	Per Day		1		
Sub-Total (B)						
C:	Technical Manpower Emergency Day rate					
1	Vibration Analyst Level-II / III/ IV	Per Day		1		Will include Transportation Charges
2	Technicians Level-I//II/III	Per Day		1		
3	General Inspectors	Per Day		1		
Sub-Total (C)						
D:	Mobilization / Demobilization					
1	Mobilization / Demobilization Charges					Lump Sum Charges per visit. Will include Mob-Demob charges. In case more equipment's are being inspected during one-go then Mob-Demob charges will remain same.
	Punjab Region	Lump Sum		Per visit of team		As per Fields defined under clause 1.A
	KPK Region	Lump Sum		Per visit of team		
	Sindh Region	Lump Sum		Per visit of team		

	Baluchistan Region	Lump Sum		Per visit of team		
	Sub-Total (D)					
E:	Training charges as per clause 5(xiv)	Lump Sum		Complete Training		The bidder may split different charges for each item head or may offer Lump Sum
	Sub-Total (E)					
	TOTAL BID VALUE (G=A+B+C+D+E)					

NOTE:

1. The quoted Prices/Rates should be inclusive of all applicable taxes and levies as per Government of Pakistan rules except Provincial Sales Tax on Services. Provincial Sales Tax on Services if applicable will be paid by OGDCL.
2. Bidders quoting non-firm, ambiguous rates or additional terms and conditions having financial impact will be rejected.
3. Please quote rates strictly as per provided Financial Bid Format.
4. Evaluation will be carried out on complete package basis Technically & Commercially {Total bid value (A+B+C+D+E)} as rate running contract.
5. Discount if any, should clearly be mentioned in financial bid format, if mentioned elsewhere the same shall not be entertained.

Bidders will work on 12hrs shift basis whereas for emergency 24hrs shift service will be provided. For Day-Night Jobs mob-demob remain the same

BID BOND

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

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

Amount.....

Dear Sir,

In consideration of M/s..... herein after called "THE BIDDER" having submitted the accompanying Bid with reference to OGDCL tender enquiry No. **PROC-SERVICES/CB/P&P-3018/2017** and in consideration of value received from (the Bidder above), we hereby agree to undertake as follows:-

1. To make unconditional, immediate and forthwith payment of the sum of PKR -----/- (PKR----- Only) upon your FIRST and SIMPLE written demand without further recourse, question, query, deferment, contestation or reference to the bidder, account party or any other person in the event of the withdrawal of the aforesaid bid by the BIDDER before the end of the period specified in the Bid after the opening of the same for the validity thereof or if no such period be specified, within 230 days after the said opening or if the Bidder, having been notified of the acceptance of his bid by the Company during the period of bid validity:
 - a) Fails, refuses or delays to execute the Contract in accordance with the instruction to Bidders, or
 - b) Fails, refuses or delays to furnish Performance Bond in accordance with the instruction to Bidders.
2. To accept written demand from you as conclusive, sufficient and final evidence of the existence of a default of non-compliance, breach or default as aforesaid on the part of the BIDDER and to make payment immediately and forthwith upon receipt of your FIRST and SIMPLE written demand.
3. No grant of time or other indulgence to, or composition or arrangement with the BIDDER in respect of the aforesaid Bid with or without notice to us shall affect this Guarantee and our liabilities and commitments hereunder.
4. This is an independent and direct obligations guarantee and shall be binding on us and our successor in-interest and shall be irrevocable.
5. The Guarantor Bank warrants and represents that it is fully authorized, empowered and competent to issue this guarantee.

**Yours faithfully,
(BANKERS)**

Note: Bid Bond issued from NIB Bank will not be acceptable.

PERFORMANCE BOND/BANK GUARANTEE

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

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

Dear Sir,

Ref: Our Bank Guarantee No. _____ in the sum of
_____ Account _____ Amount of
Contract/Job _____
In consideration of you having entered into contract No.
_____ Dated _____
with _____ called Contractor and in consideration of value received from
CONTRACTOR, we hereby agree and undertake as follows:

1. To make unconditional, immediate and forthwith payment to you as called upon of an amount (equivalent to 10% of total contract value in Pak Rupees) on your written FIRST and SIMPLE demand without further recourse, question, query, deferment, contestation or reference to CONTRACTOR or any other person, in the event of default, non-performance or non-fulfillment by CONTRACTOR of his obligations liabilities, responsibilities under the said Contract of which you shall be the sole and absolute judge.
2. To accept written demand from you as conclusive, sufficient and final evidence of the existence of a default or breach as aforesaid on the part of CONTRACTOR and to make payment immediately and forthwith upon receipt of your FIRST and SIMPLE written demand.
3. To keep this Guarantee in full force and effect from the date hereof until..... from the date of contract execution / mobilization Notice.
4. That no grant of time or other indulgence to, amendment in the terms of the contract by Agreement between the parties, or imposition of Agreement with contractor in respect of the performance of his obligation under and in pursuance of the said Agreement with or without notice to us, shall in any manner discharge of otherwise however affect this Guarantee and our liabilities and commitments there under.
5. This is an independent and direct obligations guarantee and shall be binding on us and our successor in-interest and shall be irrevocable.
6. This Guarantee shall not be affected by any change in the constitution of the Guarantor Bank or the constitution of the Contractor.
7. The Guarantor Bank warrants and represents that it is fully authorized, empowered and competent to issue this guarantee.

Authorized Sign for Issuing Bank

Seal of the Bank

BIDDING FORM

Date.....
Tender Enquiry No.

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

Gentlemen,

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

2. We confirm that the terms and conditions given in the Tender Enquiry / Tender Documents are acceptable to us and if our Bid is accepted we shall execute a contract with OGDCL accordingly without any exceptions. We further confirm to commence service withindays of the mobilization notice issued by OGDCL

3 We agree to validate bid unconditionally for the period of 180 days from the date of opening the same and it shall remain binding upon us and may be accepted thereof, shall constitute a binding contract between us.

4. We hereby certify that our Firm / Company / Local Agent is or has not been at any time during the past five years, involved in litigation, arbitration or any other unsettled dispute with OGDCL / JV Partners.

5. We further certify that all the contracts / orders placed on us by OGDCL / JV Partners have been executed timely and as per terms & conditions of the Contract / order without any unsettled dispute.

6. Until a formal Agreement is prepared and executed, this bid, together with your acceptance thereof, shall constitute a binding contract between us.

7. We understand that you are not bound to accept the lowest or any tender you may receive.

8. Our bid proposal do not contain any deviation or exceptions from the terms & conditions enunciated in the tender documents.

Dated this.....days of.....2017,

Name & Signature.....in the Capacity of.....

duly authorized to sign tenders for and on behalf of.....
(Name of the firm in block capital Letters)

Address.....

Telex No.....Fax No.....Phone No.....

Witness

1.
(Name) (Signature)

2.
(Name) (Signature)

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

INTEGRITY AND ETHICS UNDERTAKING

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

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

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

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

For and on behalf of _____

Tender No _____

DRAFT CONTRACT
CONTRACT NO. PROC-FD/CASE NO. /
NAME OF SERVICES

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

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

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

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

WHEREAS, The Company is desirous of hiring timely, efficient and reliable (Name of Services)services under rate running contract for a period of (period)on as and when required basis.

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

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

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

SECTION 1. SCOPE OF WORK

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

SECTION 2. TERM:

The initial term of this Contract shall be -----months/years from the date of its acceptance by the contractor till completion of the job whichever is later 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 Invitation to Bid No. PROC-FD/ / /2017 dated _____.
- (c) Company’s LOI No. PROC-FD/ / /2017 dated _____.
- (d) Contractor’s letter dated _____.
- (e) Contractor’s Bid Proposals No. dated _____.

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

SECTION 4. PRICING TERMS:

- 4.1 The Services under this Contract shall be rendered at an estimated Cost of _____ as detailed below:
- 4.2 All prices charged under this Contract shall remain firm during the period of this Contract.
- 4.3 All payments shall be made in Pak Rupees through cheque / inland LC against verified invoices after execution of job/work as the case may be, under this Contract. The Company shall use its best efforts to make payment as early as possible against duly verified invoices. However, any payment made after thirty (30) days shall not in any way attract any markup, interest, surcharge or charges, etc.
- 4.4 To avoid delay in payment, it is essential that the invoices shall:
- (a) Be duly signed and stamped and type-written in English.
 - (b) Be identified by the Contract number.
 - (c) Contain sufficient description of services provided by the Contractor.
 - (d) State the location of the Company where Services have been provided.
 - (e) State the period of Services, duly verified with sign and stamp of Head of Department.
 - (f) Be precise and strictly in accordance with the Contract.
 - (g) Contain any other information deemed essential either by the Contractor or by the Company.
 - (h) Be submitted to the Company at the address given under section 26 of the contract.

SECTION 5. TAXES AND DUTIES:

- 5.1 The contract price includes all direct taxes, 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) in Pakistan will be borne by OGDCL at actual where applicable. The contract price will be adjusted for any subsequent changes in the rates of indirect taxes as made applicable thereafter by the relevant authorities in Pakistan.
- 5.3 Any direct taxes, duties, fees, levies and other relevant charges, present or future, assessed or payable inside or outside Pakistan by the Contractor and its sub-contractor and /or by the expatriate personnel deputed by the Contractor and its sub-contractor in connection with its performance under the Contract shall be the sole and exclusive responsibility of the Contractor.
- 5.4 The Contractor shall be responsible and pay all taxes on its income outside and in particular on its income in Pakistan under the Contract and under the laws of Pakistan.
- 5.5 The Company shall have the right, as provided under the laws of Pakistan to meet its obligations and in particular to deduct from the payment due to the Contractor (against entire contract value including supplies and / or services components etc as applicable) , income tax at source at the rates prevailing from time to time, from the invoiced amounts, or such reduced rates fixed by the taxation authorities in Pakistan for the Contractor on production

of current and valid documentary evidence by the Contractor from competent tax authorities in Pakistan and pay such amount to appropriate authorities.

- 5.6 The Contractor shall also be responsible for any income taxes levied on the Contractor's and its sub-contractor's expatriate personnel, under the laws of Pakistan and for all social security issuances and other contributions for the Contractor's expatriate personnel regardless of whether such contributions are levied on employer or employee or both in Pakistan or outside Pakistan.
- 5.7 The Contractor shall keep the Company duly informed about the steps taken by the Contractor in order to meet its obligations under the Contract and provide the necessary documents to the Company in this connection.
- 5.8 The Contractor shall indemnify the Company against any claim which might occur due to non compliance by Contractor of any legal obligation regarding the taxes, duties, fees, levies, or other charges, including taxes on income in Pakistan and any other payments to the relevant Government or Governmental agencies or any other applicable authority.
- 5.9 Understanding reflected under the above tax clause would prevail in case of any understanding to the contrary that may be reflected with respect to tax matters, in any other clause of the contract

SECTION 6. ADJUSTMENT OF CONTRACT PRICE:

The Contract value (price) shall be subject to adjustment as a result of addition / reduction in scope of work. However unit price quoted for such work shall be used as base price for computation of final invoice. Contractor should take approval for such changes in writing from the Company. Rates and quantum of any work, not covered in the scope of work shall be subject to approval of Company.

SECTION 7. CONTRACTOR'S OBLIGATIONS:

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

to health and safety rules and emergency evacuation plans as notified or as directed by the Company.

SECTION 8. DECLARATION:

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

SECTION 9. PERFORMANCE BOND/SECURITY DEPOSIT:

The Contractor shall provide to the Company, within fifteen (15) days of the award of the Contract, a Performance Bond in the form of an irrevocable, independent, unconditional, direct obligation of the bank and first and simple demand guarantee of a Pakistani Scheduled Bank or branch of a foreign bank operating in Pakistan in the amount equivalent to 10% (Ten percent) of the total contract value in Pak Rupees/US\$ strictly in accordance with the format given at LOI 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 borne and paid by the Contractor. The Performance Bond shall be valid and shall be maintained in full force effect until -----/ extendable six (06) months beyond the validity of the Contract. The Company has sole and absolute right to encash the Performance Bond without any prior notice to the Contractor in the event of any breach, failure, non-compliance or delay in the performance of the Contract.

SECTION 10. LIABILITIES:

- 10.1 Each party shall defend, indemnify and hold the other party harmless from and against any claim INCLUDING THIRD PARTIES arising out of
(i) loss or damage to its own property, and / or

(ii) death of or injury to its own personnel.

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

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

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

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

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

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

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

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

10.4 This clause will be applicable to both the parties i.e. OGCL and the Contractor, therefore its ambit and scope will be interpreted accordingly.

SECTION 11. INDEMNITIES:

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

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

SECTION 12. LIQUIDATED DAMAGES:

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

SECTION 13. PATENT RIGHTS:

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

SECTION 14. DIRECTIONS:

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

SECTION 15. CONFIDENTIALITY:

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

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

SECTION 16. DEFAULT:

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

SECTION 17. ARBITRATION:

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

SECTION 18. TERMINATION:

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

SECTION 19. FORCE MAJEURE:

- 19.1 "Force Majeure" shall mean an unforeseeable event that impairs the ability of the Party affected by it to wholly or partially perform its obligations under this Contract. In the event of either party hereto being rendered unable, wholly or in part, by Force Majeure circumstances to carry out its obligations under this Contract, then such party by giving notice with satisfactory evidence of such Force Majeure circumstance(s) relied upon, the obligations of the party giving such notice so far as they are affected by such Force Majeure shall be suspended for the period during which the party, is rendered unable as aforesaid, but for no longer period. However, such notice must be given within fourteen (14) days of occurrence of Force Majeure event. The terms Force Majeure as employed herein, shall include but not be limited to acts of God or war, war whether declared or undeclared; acts of terrorism or sabotage, or public enemy; riots and insurrection; civil commotion; revolution; embargo, blockade, invasion or act of foreign enemies; epidemic; landslide, 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 labour disputes or non availability of transport shall not be included in the term "Force Majeure". During the established period of Force Majeure as contained hereinabove, the Contractor shall not be entitled to payment for Services and the Company shall not impose penalty.
- 19.2 In case the Force Majeure contingencies last continuously for more than one month, both parties will agree on the necessary arrangement for the further implementation of the contract. In case further implementation is unforeseeable and impossible, both parties shall arrange for the termination of the Contract, but without prejudice to their right and obligations prior to such termination it being understood that each party shall fulfill its contractual obligations so far as they have fallen due before the operation of Force Majeure.

SECTION 20. LICENSE, PERMITS, AUTHORIZATION AND CERTIFICATION:

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

SECTION 21. PHOTOGRAPHY AND ADVERTISING:

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

SECTION 22. SECURITY:

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

SECTION 23. INSURANCE DEMURRAGE:

- 23.1 The Contractor shall within seven (07) days of the date hereof take out and shall maintain until maturity of the Contract, standard insurance policies, which shall include Contractor's waiver of subrogation as follows:
- (a) Worker's compensation insurance covering all employees, engaged directly or indirectly in the performance of the Services in accordance with the applicable statutory requirements of the state or nation having jurisdiction over such employees.
 - (b) All risk insurance cover for the Services and Equipment including without limitation Equipment and machinery and other materials, if any supplied hereunder by the Contractor.
 - (c) The foregoing insurance shall be maintained with insurers that are satisfactory to the Company, and the terms of coverage for the foregoing insurance shall also be satisfactory to the Company and shall be evidenced by certificate to be furnished to Company. Such certificates shall provide that ten (10) days written notice shall be given to Company prior to cancellation of any policy. In the event the Contractor fails to effect or keep in force the insurances then the Company without prejudice to any other rights, shall effect and keep in force such insurance's at the Contractor's cost and risk.
 - (d) It shall be the duty of the Contractor to notify the insurers of any insurance referred to above or of any matter or event, which by the terms of such insurance are required to be so notified.
- 23.2 The Contractor shall indemnify the Company against all suits, proceedings, claims, liens and demands whatsoever which may be made against the Company by the third parties for or in respect of out of any failure by the Contractor in performance of its obligation or wrongful performance under this Contract or any act or omission in connection therewith. Should

Company have to pay any moneys in respect of any such claims or demands, the amounts to be paid and the costs incurred by the Company in connection therewith, shall be charged to and paid by the Contractor in full.

SECTION 24. EMPLOYMENT OF PAKISTANI NATIONALS

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

SECTION 25. ASSIGNMENT:

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

SECTION 26. ENTIRE CONTRACT:

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

SECTION 27. AMENDMENTS:

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

SECTION 28. GOVERNING LAW:

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

SECTION 29. ERADICATION OF CORRUPTION:

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

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

- ii GM (SCM)
Tel No. 051-920023539
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: GM(P&P)
Oil & Gas Development Company limited

OGDCL House, Jinnah Avenue, Sector F-6
Blue Area, Islamabad, Pakistan
Telephone: 0092 - 51-920023612
Facsimile: 0092 - 51- 2623041

To the Contractor:

Mr. _____.
M/s _____.
Address:- _____

Telephone: 0092 -
Facsimile: 0092 -

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 _____

DRAFT OF THE CONFIDENTIALITY AGREEMENT

Any data provided by the Company or which the Consultant or its employees have access to, or which they acquire directly or indirectly under this Service order or during the performance of this Service Order, shall be deemed Confidential Information. Duplication or disclosure of such Confidential Information by Consultant 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 Consultant 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 also applies to any local agent, sub-consultant, assignee or consultants used by the Consultant. The obligations under these provisions shall survive the termination or expiry of this Service Order.

Neither the Consultant 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.

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 of the partners/ Director of M/s.....
2. That M/s.....is a proprietorship/partnership firm/company is participating in tender process conducted by OGDCL.
3. That I hereby confirm and declare that none of my/ our group/ sister concern/ associate company is participating/ submitting this tender.
4. That I hereby confirm and declare that my/our firm/company M/s..... and my/ our firm/ group/ company/ sister concern / associate company 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 found other-wise or incorrect or false at any stage, my/our firm/ company/ group/sister concerns/ associate companies shall stand debarred from the present and future 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) 

