

**TENDER NO. PROC-FC/CB/PROD/KPD-4053/2018**  
**SCADA SYSTEM FOR ELEVEN (11) WELLS OF KPD-TAY**

1. The case will be processed on Single Stage - Two Envelop Bidding Procedure as per PPRA Rules. Master Set of Tender Document is available on OGDCL website.
2. Detail of Items is given in tentative list of BOQ/TOR at Para -15/N of **Annexure-Z**.
3. Please attach Un-priced BOQ along with Technical Bid and Priced BOQ along with Financial Bid. In case of Non-compliance bid shall be rejected.
4. The bidders are required to quote all items on CFR by Sea basis. The quotation must show FOB Cost & CFR Cost separately for each line item Sr. No. 01 to 62 and lump sum cost for each line items of services portion of BOQ Item No. 63 to 72.
5. The price shall be inclusive of all applicable taxes as per Tax Clause (**Annexure-I**). Payments will be made after deduction of all applicable taxes.
6. The Commercial Evaluation will be based on the total of the price of the item listed in BOQ except two years recommended spares based on exchange rate on the date of technical bid opening. The Bidders are required to quote two years spares separately with full detail.
7. The Bid shall remain valid for period of 180 Days from the Date of Technical Bid Opening.
8. Bid Bond (**Annexure-II**) amounting to USD 25,000.00 (US Dollard Twenty Five Thousand Only) or Equivalent Pak Rupees as per tender documents Valid for 210 Days from date of technical Bid Opening is required upfront along with the Technical bid. Note: BID BOND ISSUED BY RBS/NIB/SUMMIT BANK IS NOT ACCEPTABLE.
9. 10% Performance Bond (**Annexure-III**) in case of award of contract) for full value shall remain valid upto 24 Months form the date of shipment or Twelve (12) Months form the date of issuance of PACs/SAT. Whichever is earlier.
10. The Bidder shall confirm acceptance of complete tender documents and compliance certificate of complete tender documents.
11. Payment will be made as per **Annexure-IV**.
12. OGDCL reserves the right to increase / decrease the quantities/TOR/BOQ keeping in view its operational requirements.
13. Delivery Schedule for material/services is given in **Annexure-V**
14. The bidders are required to submit corporate and Financial information as per **Annexure-VI**

**TAXES**

**1** All taxes on the income or payments to the contractor arising, accruing or resulting under the contract, whether present or future, assessed or payable inside or outside Pakistan shall be the exclusive responsibility of the contractor or its sub-contractor(s). Company, in order to discharge its responsibilities as withholding agent shall withhold income tax from the payments to the contractor within the contract value at the rates applicable at the time of payments.

**2** Sales tax on goods as well as services is applicable in Pakistan under federal/provincial sales tax laws. The contractor being registered with respective federal/provincial revenue authority of Pakistan is entitled to charge applicable sales tax over and above its bid price and will be responsible for the payment of such sales tax to the respective revenue authority as per the prevailing federal/provincial sales tax laws. OGDCL being the withholding agent shall withhold sales tax from the contractor (whether registered or unregistered), as per respective sales tax withholding rules. Any indirect tax including value added tax, sales tax etc. present or future, applicable outside Pakistan shall be exclusive responsibility of the Contractor.

**3** The Contractor shall be responsible for income tax and all other taxes levied on the Contractor's and its sub-contractor's expatriate personnel, their social security obligations and contributions regardless of whether such contributions are levied on employer or employee or both in Pakistan or outside Pakistan.

**4** The Contractor shall keep OGDCL informed of the steps taken by it to discharge the tax obligations under the Contract and provide supporting documents whenever required by the OGDCL.

**5** The Contractor shall indemnify OGDCL against any claim which might occur due to non-compliance by Contractor of any legal obligation regarding taxes, duties, fees,

levies, or other charges, including taxes on income and sales tax in Pakistan and any other payments due to the Federal or Provincial Governments, their agencies or any other relevant authority.

**6** All clearing and brokerage charges incurred shall be to the account of CONTRACTOR.

**7** CONTRACTOR agrees not to sell, transfer or dispose any of its machinery, equipment, spare parts or material imported under this contract within the country without prior written approval from COMPANY and without payment of taxes (including custom duties etc) due to the Government.

**8** CONTRACTOR is responsible to settle all COMPANY obligations or guarantees with the customs authorities and to clear COMPANY of all such responsibilities.

**9** CONTRACTOR is responsible to obtain all customs approvals and other documentations. COMPANY will endeavor to assist CONTRACTOR in obtaining such approvals and documentation.

**10** The above clauses relating to payment of taxes would prevail notwithstanding a contrary expression reflected in any other clause of the contract.

**BID BOND**

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

Dear Sir,

In consideration of M/S \_\_\_\_\_ herein after called "THE BIDDER"  
having submitted the accompanying Bid and in consideration of value received form (the Bidder above),  
we hereby agree to under take as follows:-

1. To make unconditional, immediate and forthwith payment of the sum of US\$ (United States Dollars ..... 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 **210 days** after the said opening or if the Bidder, having been notified of the acceptance of his bid by the Company during the period of bid validity:

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

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

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

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

Yours faithfully,

(BANKERS)

**PERFORMANCE BANK GUARANTEE**

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

Dear Sir,

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

1 To make unconditional payment to you as called upon of (10%) ten percent of the Contract value of the contract price mentioned in the said contract, on your written FIRST and SIMPLE demand without further recourse, question 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 judge.

2 The accept written intimation from you as conclusive and sufficient evidence of the existence of the default or breach as aforesaid on the part of CONTRACTOR and to make payment immediately and forthwith upon receipt of your FIRST and SIMPLE written demand.

3 This Performance Bond shall remain valid and in full force and effect upto \_\_\_\_\_ or issue of statement of discharge by your authorized representative or return of original guarantee whichever is earlier.

4 **DEMURRAGE DUE TO DELAY IN RECEIPT / NEGOTIATION OF ORIGINAL SHIPPING DOCUMENTS.**

If clean documents are not negotiated within Negotiation Period allowed in Letter of Credit or documents are with held by Bank on account of any discrepancy:

- If the Demurrage, if any incurred due to late negotiation of the Clean Documents and paid by OGDCL will be realized from the beneficiary of L/C, by encashing this Performance Bond to the extent of demurrage amount. In case demurrage amount exceeds the total value of this Performance Bond the balance amount will be payable by the beneficiary.

1 That no grant of time or other indulgence to, amendment in the terms of the Contract by Agreement between the parties, or imposition or Agreement with CONTRACTOR in respect of the performance of his obligations under the said Agreement, with or without notice to us, shall in any manner discharge or otherwise affect this Guarantee and our liabilities and commitments there under.

2 This is an independent and direct obligation guarantee and shall be binding on us and our successors interest and shall be Irrevocable.

3 This guarantee shall not be affected by any change in the constitution of the Guarantor Bank or the constitution of the Contractor.

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

(BANKERS)

**PAYMENT TERMS**

The payment shall be made as follow:-

**A) Supply of Equipment/Material**

For Supply Part; Purchase Order(s) (Foreign Purchase Order for imported equipment) will be issued and irrevocable Foreign Letter of Credit shall be established by OGDCL.

***Supply LC payment terms are as follow:-***

- a. Eighty (80) percent of Material LC/Purchase Order Price shall be paid by OGDCL on shipment of the complete material. The payment under the L/C shall be effected upon submission of following documents upon each shipment of material component:
  - I. Original Clean board ocean vessel Master Bill of Lading.
  - II. Original detailed invoice showing material description, quantity unit price and total price strictly in line with the Contract.
  - III. Packing list
  - IV. Certificate and list of measurements and weight gross/net.
  - V. Insurance declaration.
  - VI. Warranty Certificate
  - VII. Certificate of origin.
  - VIII. Third Party Inspection report/certificate issued by any one of the following:
    1. M/s TUV Rheinland.
    2. M/s SGS
    3. M/s TUV Austria (Formerly Moody Intl)
    4. M/s Velosi
    5. M/s Bureau Veritas
- b. Twenty (20) percent of the Material LC/Purchase Order Price shall be released under the L/C after successful commissioning, performance testing, Site Acceptance Test (SAT) and issuance of Provisional Acceptance Certificate (PAC) / SAT Certificate upon submission of Invoice(s) duly verified by OGDCL.

**B) Services (LC)**

For Services Portion, **Installation, commissioning, start-up & Performance testing, Site Acceptance Test and Training of OGDCL operational and Maintenance staff at Plant/Site**, second Letter of Credit (L/C) shall be established. The Services LC shall be valid for Three (03) Months.

The charges for will be paid by OGDCL after successful commissioning on issuance of Provisional Acceptance Certificate/SAT Certificate and completion of training at each site against Supplier's invoice(s) duly verified by OGDCL.

Supplier's request(s) for payment shall be made to OGDCL in writing accompanied by an invoice describing, as appropriate, the equipment delivered or services performed, and by shipping documents, submitted pursuant to relevant clauses and upon fulfillment of all obligations stipulated in the Contract.

## DELIVERY PERIOD

### SUPPLY PART

The Supplier shall be required to complete the Supply of SCADA System within five (05) months on CFR Karachi basis from the date of establishment of letter of credits by OGDCL.

### SERVICES PART

The supplier is required to complete the services i.e. Installation, commissioning, start-up & Performance testing, Site Acceptance Test including mobilization/de-mobilization and Training of OGDCL operational and Maintenance staff at Site as per TOR within three (03) Months from the date of establishment of Services LC by OGDCL.

**Note:** *In case of OGDCL finds prolong delay by supplier for completion of services at site OGDCL reserves the right to complete the services at the risk and cost of supplier.*



**FORMAT OF CORPORATE & FINANCIAL INFORMATION**

**PART – I**

**GENERAL INFORMATION**

1. Name (Full Company Name):

- Postal Address :
- Telephone:
- Facsimile:
- e-mail:
- Website Address:

1.1 Has the Company operated under any other name? If yes please give name, date of change and reason for change.

2. Type of Entity/Firm:

- Corporation/Stock Company
- Public Limited
- Private Limited
- Partnership
- Proprietorship

3. Shareholders information/pattern with names and addresses of majority shareholders.

4. Place of Incorporation/Registration:

5. Year of Incorporation/Registration:

(Please provide copies of Incorporation/Registration Certificates and Memorandum & Articles of Association)

6. Company's National Tax No.

7. Company's Core Business Areas and their annual sales revenue/earnings during last five (5) years.

8. Name & Address of Owners/Directors

9. Valid Registration Certificate with Pakistan Engineering Council (PEC) **where applicable.**

**PART – II**

**FINANCIAL STRENGTH**

1. Provide details with regard to the financial standing of the applicant including copies of last three (3) years Audited profit & loss account and balance sheet. Also, please fill the financial summary as per below table;

S. No.	Description	Years		
		2015	2016	2017
1	Sales Revenue			
2	Paid Up Capital			
3	Profit Before Tax			
4	Profit After Tax			
5	Current Assets			
6	T. Asset			
7	Owner Equity			
8	Long Term Debt			
9	Current Liability			
10	Total Liabilities			

2. Bank(s) credit worthiness certificates (Latest Period) of applicant organization and available credit ceiling/limits with Account Number/Title.
3. Detail record with regard to litigation/arbitration proceedings or any other dispute related to project undertaken/being undertaken by the Bidder their Sub-Contractors and Suppliers (Specially with OGDCL it Joint Venture Partners or other public and private organizations working in the Oil & Gas sector of Pakistan) during past five (05) years.
4. Any information including brochures, references and other documentary evidence of technical qualification, capability and experience of the Applicant to execute the Project.

The undersigned on behalf of \_\_\_\_\_ hereby declare that the statements made and the information provided official herewith is complete, true and correct in every detail.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Official Seal of the Company