

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

Material  
Tender Enquiry No  
Due Date  
Evaluation Criteria

DRINKING WATER  
PROC/LC/ADMIN-6300000125/22  
  
FULL

Bid Bond Value  
Attachment (if any) **68,760/=**  
YES

Sr. No	Description	Quantity	Unit	Retail price per Unit (exclusive of GST)	% GST	GST (amount per unit)	FOR Offered Unit Price (PKR) Incl. of all applicable taxes except GST/ICT/PST	FOR Offered Unit price Incl. of all applicable taxes and GST/ICT/PST	FOR Total Offered Price (PKR) Incl. of all applicable taxes and GST/ICT/PST	Discount Offered (if any) (% Amount) on offered prices	FOR Net Price (PKR) Incl. of all applicable taxes and GST/ICT/PST
	A	B	C	D	E	F	G	H=F+G	I=B x H	J	K=I - J
1	19 LITER DRINKING WATER BOTTLE	17,160	NUMBER								
2	500ML DRINKING WATER BOTTLE	120	NUMBER								

Special Not: The prospective bidders also download the master set of Tender Document and submit bids(s) as per Finance Bill/Act 2019 i-e. items included in Third Schedule and GST applicable on Retail Prices  
The prospective bidders may keep in touch with OGDCL website for download the clarification/amendments (if any) issued by OGDCL.

Remarks & Shipment  
Detail:  
Remarks:

BID VALIDITY # 120 DAYS AFTER TECHNICAL BID OPENING

(1) Delivery (19) Ltrs bottles (65) per day & 10 Bottles of 500 ML per month as per TOR. (2) Delivery location as per TOR. (3) Payment terms: - As per TOR

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

# Oil & Gas Development Company Limited

## TOR

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

S. #	Office	Address	19 Ltrs Bottles Required Daily Basis	500 MI Bottles Required on Monthly Basis
01.	Regional Office	Bungalow No. 20-A, Sindhi Muslim Cooperative Housing Society, Karachi.	08	10
02.	Medical Centre	House No. JM-298, Thattai Housing Society adjacent of Quaid-e-Azam Academy at M.A. Jinnah Road, Karachi.	12	NIL
03.	Khadeji Base Store (KDS)	OGDCL (KDS) Survey No. 519/1 to 890/1 DEH. Babar Ban Tapo Hathal Thana Bula Khan Jamshoro.	10	NIL
04.	Warehouse West Wharf	Plot No. 9, Opposite M/S. Liver Brother, West Wharf.	08	NIL
05.	Korangi Base Store	Plot 3-18, 4-19, Sector – 20, K.I.A. Karachi.	12	NIL
06.	Korangi Base Workshop	Plot 3-18, 4-19, Sector – 20, K.I.A. Karachi.	08	NIL
07.	Logging Base Store	Plot 3-18, 4-19, Sector – 20, K.I.A. Karachi.	03	NIL
08.	Lodge/Rest House	House 143/B Block-2, PECHS, Karachi.	04	NIL
TOTAL PER DAY REQUIREMENT OF 19 Ltrs BOTTLE TOTAL PER MONTH REQUIREMENT OF 500 ML BOTTLE			65	10

Total 65 bottles of 19 LTR capacity are required in the offices of Karachi Region per day basis (65 x 22 days) 1430 bottles are required for Karachi Region per month and 10 bottles of 500 ml are required per month basis.

2. The interested companies / firms may submit their Technical and Financial Bids on sign stamped tender documents with following requisite documents:
- i. Complete business location with phone, fax and e-mail / postal addresses.
  - ii. Minimum 10 years' experience with renowned companies / organizations.
  - iii. Companies with more than 10 (TEN) MILLION Annual Turn-over (less may not apply) & audited account for the last two years must be attached
  - iv. Bank Statement (last 03 years)
  - v. List of reputed clients & copies of unpriced agreement.
  - vi. Undertaking on non-judicial stamp paper to the effect that the firms has never been blacklisted by any Government / Semi-Government Department.
3. The quoted rates must be inclusive of all kind of taxes except Sales Tax.
4. The successful bidder shall also furnish 10% Performance bank guarantee of the contract value.
5. The Contract shall initially be executed for a period of 01 (one) year which can be extendable by the mutual consent of both parties for further period of 03years on same rates, terms & conditions.

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

\_\_\_\_\_  
Sign & Stamp of Contractor / Bidder

## A. EVALUTATION CRITERIA FOR THE BIDDERS

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

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

## B. COMMERCIAL EVALUTION

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

### B. Payment Terms: -

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

## **PLANT CAPACITY / FACILITIES**

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

-

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

## **CERTIFICATION / REGISTRATION**

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

## **LABORATORY FACILITY**

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

## **FILLING TECHNIQUES**

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

## CHECKLIST

S. No	Description	Reference Para / Page #
i	Elaborated and convincing Justification duly endorsed by the HOD.	Justification at para-1/n to para-6/n and approved by HOD at para-19/N
ii	Complete description / specification (generic) of the requirement (material / TOR of services).	Drinking water of 19-liter bottle are required for the employees of Karachi i.e., Regional Office, Medical Centre, West Wharf, KBS/Logging, Karachi Base Workshop, Khadeji Base Store and also 500ml bottles are also required for meeting as & when required basis for R.O.
iii	Unit of Measurement.	19-liters and 500 ml bottles
iv	Required Quantity / Quantum of Job for Services.	Total 65 bottles are required in the offices of Karachi Region per day basis (65 x 22 days) 1430 bottles are required for Karachi per month / Rs. 286,000/- approx. per month (1430 bottles per month x @200/- = Rs 286,000) and 10 bottles of 500 ml is required p/month basis and of Rs 50x10 = Rs 500.00. So, Total comes to Rs. 286,500.00
v	Desired Delivery Period of estimated contract period.	Two Years extendable
vi	Desired Place of Delivery.	Each location mentioned at sub-para-ii of check list.
vii	Best Possible Estimated Cost/historical cost of the indented items.	Rs. 3,438,000.00 estimated for one year.
viii	The period of bid validity shall be decided according to the nature of items being procured. The indenting department shall recommend the appropriate required bid validity period. (Bid validity shall be counted from the date of opening the technical proposals).	120 Days
ix	Amount / Percentage of bid bond not exceeding 5 percent of estimated cost.	2% Recommended
x	Confirmation of budgetary provision (source of funding) / SAP generated budge certificate duly signed by the approving authority of indenting department.	Attached at Flag
xi	Indicate Minimum & Maximum Levels (where applicable).	Not Applicable
xii	Index and Part Number for each indented item (where applicable).	Not Applicable
xiii	Oracle Indent must be signed and stamped by the HOD "Approved" status.	Attached at Flag
xiv	Non-availability certificate and current stock position of each indented item issued by Material Management Department.	Not Applicable
xv	System generated report of consumption pattern based on last five years (where applicable).	Not Applicable
xvi	Consumption Certificate showing tentative consumption schedule in which the indented items	Not Applicable

	shall be consumed / utilized / put to use after receipt of the same.	
xvii	Recommend mode of Procurement i.e., Press / Limited Tendering (Pre-qualification) / Single Source (Direct Contracting) Proprietary / Negotiated Tendering etc.	
xviii	Recommended Bidding Procedure (Single Envelope / Single stage Two Envelope / Two Stages Two Envelope /Two Stages).	Single Stage Two Envelope
xix	Recommended mode for Shipment (FOR).	FOR
xx	Recommended Evaluation Criteria.	FULL
xxi	For services cases, technical and financial evaluation criteria (Financial bid format) must be pre-defined and provided with TOR.	To be Provided
xxii	In case of limited (pre-qualified) or single source / proprietary mode of procurement; full name, complete street address and valid phone & fax number, e-mail address(s) of the recommended firm(s)/companies.	Not Applicable
xxiii	In principle approval of the Managing Director for purchase of capital and consumable / services items through single source / proprietary mode of procurement irrespective of value shall be mandatory. Nevertheless, the purchase of spares through single sources / proprietary mode of procurement shall be approved by the GM(SCM) on the recommendation of HOD of the indenting department.	Not Applicable
xxiv	In principle approval of the Managing Director for the purchase of capital items shall be mandatory, if US\$ 100,000 (US Dollar One Hundred Thousand Dollar Only) or equivalent in Pak Rupees irrespective of the mode procurement.	Not Applicable
xxv	Indent pertaining to the purchase of computers / IT related requirement must have prior clearance of the System Department or any other forum competent to approve such requirements excluding spare parts.	Not Applicable
xxvi	Sample / Drawings in soft/hard form (multiple copies) to be provided with indent, wherever applicable.	Not Applicable
xxvii	Requirement of any specific quality certification e.g., API Certificate or U-Stamping etc. shall clearly mentioned in the indent	
xxviii	Requirement of Third-Party Inspection (TPI) may be mentioned for procurements of US\$ 200,000/- and above (or any approved limit by the management) duly supported by TOR for pre-shipment inspection by the TPI.	Not Applicable
xxix	Wherever specifications are required to be provided to the prospective bidders in soft form (CDs etc.) multiple copies shall be made available with indent.	Not Applicable
xxx	Indenting department needs to certify that the indented material proposed for import is not being manufactured / available within the country and / or if available locally, is not of the same quality as required by the Oil & Gas Industry or any other cogent reasons necessitating the imports and fall	Not Applicable

	under the category of allowable (importable) items notified by Custom Authorities from time to time.	
xxxi	In case of services required current status of the services being availed (if any) by the indenting department and confirmation of in-house non-availability of the related equipment/expertise to be utilized in the referred services.	Not Applicable
xxxii	Prior clearance of the competent forum (where exist) i.e., I.R.C Clearance applicable for all cases to be submitted to the Procurement Committee for expenditure approval subsequently.	To be Confirmed

**DRAFT CONTRACT**

**CONTRACT NO. PROC/LC/PT/ADMIN-\_\_\_\_\_**  
**FOR SUPPLY OF DRINKING WATER**

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

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

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

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

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

**AND WHEREAS**, the Company invited bids for Purchasing of drinking water through Tender Enquiry No. \_\_\_\_\_ and the Contractor through its Bid Proposal No, \_\_\_\_\_ Dated \_\_\_\_\_ warrants and represents for providing efficient and reliable supply of drinking water.

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

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

**SECTION 1. SCOPE OF WORK**

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

**SECTION 2. TERM:**

The Contract shall initially be executed for a period of 01 (one) year which can be extendable by the mutual consent of both parties for further period of 03years on same rates, terms & conditions from the date of signing of contract unless earlier terminated under the provisions hereof.

**SECTION 3. CONTRACT DOCUMENTS:**

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

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

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



**SECTION 4. PRICING TERMS:**

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

**SECTION 4A. TERMS & CONDITIONS**

**NOW THIS CONTACT WITNESSETH AS FOLLOW:**

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

Description	Qty	Unit price incl. of all taxes except 17% GST Rs.	Unit price incl. of all taxes and 17% GST Rs.	Total price incl. of all taxes & 17% GST Rs.
19 LTR BOTTLE	17,160			
0.5 LTR BOTTLE	120			
Grand total per month incl. of all taxes & 17% GST				
Grand total incl. of all taxes & 17% GST for one year's w.e.f.				
<b>Delivery Period:</b> - As & when required basis.				
<b>Payment Terms:</b> - Payment at actual on monthly basis against duly verified invoices by authorized representative of Admin Department.				
<b>Delivery Locations:</b> -				

- 4A.4 Total number of empty bottles received by the company shall be returned and any damage / loss of bottles (19 Liters) would be charged by the contractor lost / damaged empty bottle at the time of final termination by this contractor and settlement of final dues with mutual consent of both the parties.
- 4A.5 The contractor is bound to meet and maintain a minimum 65 bottles of 19 Liters per day. Any such increase / decrease shall be in writing duly signed by the authorized representatives of the company and such increase / decreased shall be on the same terms & conditions and rate.
- 4A.9 M/S \_\_\_\_\_ agrees to replace any of its contract employee(s) working at OGDCL Head Office or in its other setup(s) who is found incompetent or guilty of any mal-practice.
- 4A.10 The contractor shall, before deploying the employees under this contract, provide valid and authentic security clearance certificate of each employee to the company. The security clearance shall be from police.
- 4A.12 Any dispute arising out of this contract shall be referred to the sole Arbitration of MD/CEO of the Company or his nominee whose decision shall be final and binding on both the parties.
- 4A.13 The Company shall have the right to visit the manufacturing / water processing plant at any time and the contractor shall have no objection to such inspection by the company.
- 4A.14 Company at any time is authorized to carry-out laboratory test of supplied mineral water from any laboratory in Karachi or as the case may be from renowned laboratories of the country and in case of any negative report Company is bound to provide copy of the to the contractor.
- 4A.15 Any notice required or permitted to be given hereunder shall be given in writing and shall be delivered by certified mail, postage pre-paid, by facsimile or courier and such notice shall be addressed as provided above or to such other addresses as either Party may from time to time specify in writing to the other Party. Any notice shall be effective only upon delivery.
- i. Payment to the contractor will be made through cross cheque in 100% Pak Rupees, at actual, against verified invoices after deduction of all applicable taxes.
- ii. The Company shall use its best effort to make payment to contractor as early as possible against duly verified and complete invoices. However, any payment made after thirty (30) days shall not in any way attract any mark-up, interest, surcharge or charges, etc.
- iii. To avoid delay in payment, it is essential that the invoices shall:
- (a) Be duly signed and stamped by authorized person and type-written in English.
- (b) Complete Contract Number must be clearly mentioned on invoice.
- (c) Invoice must contain sufficient description of supplies as mention in the contract.
- (d) Clearly mention the location of Company where Supplies have been provided.

- (e) Clearly mention period of supplies, duly verified by authorized official of the Company.
- (f) Contain any other information deemed essential either by the Contractor or by the Company.
- (g) Invoices must be submitted on the following address for onward verification by Manager of end user Department of OGDCL: -

**Administrator**  
**Regional Office (Karachi)**  
Bungalow No. 20, Street No. 5, Block-A,  
Sindhi Muslim Cooperative Housing Society, Karachi

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

- 5.1 The contract price includes all taxes (except Provincial Sales Tax/ Islamabad Capital Tax on services in Pakistan), duties, fees, levies and any other relevant charges payable/ applicable on the last date of submission of main/ supplementary financial bid inside and outside Pakistan, except if OGDCL imports material in its own name it will bear duties/ import taxes/ port charges. The Contractor will be responsible for all the direct taxes (present or future) with respect to income/ payments of total contract amount, under the scope of the contract.
- 5.2 Indirect taxes (Provincial Sales Tax/ Islamabad Capital Territory Sales Tax on services) in Pakistan will be paid by OGDCL at actual where applicable. The contract price will be adjusted for any subsequent changes in the rates of indirect taxes as made applicable thereafter by the relevant authorities in Pakistan.
- 5.3 Any direct taxes, duties, fees, levies and other relevant charges, present or future, assessed or payable inside or outside Pakistan by the Contractor and its sub-contractor and /or by the expatriate personnel deputed by the Contractor and its sub-contractor in connection with its performance under the Contract shall be the sole and exclusive responsibility of the Contractor.
- 5.4 The Contractor shall be responsible and pay all taxes on its income outside and in particular on its income in Pakistan under the Contract and under the laws of Pakistan.
- 5.5 The Company shall have the right, as provided under the laws of Pakistan to meet its obligations and in particular to deduct from the payment due to the Contractor (against entire contract value including supplies and / or services components etc as applicable) , income tax at source at the rates prevailing from time to time, from the invoiced amounts, or such reduced rates fixed by the taxation authorities in Pakistan for the Contractor on

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

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

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

- 6.1 The Contractor warrants and represents that all Supplies along with necessary equipment provided under this Contract shall be in accordance with good industry practice and the Contractor shall use every reasonable means for efficient and timely performance and provision of the Supplies.
- 6.2 The equipment, tools and materials utilized by the Contractor in performance of this Contract shall be handled and utilized with due care and diligence and proper record of consumables etc shall be maintained and made available to the Company upon request.
- 6.3 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.
- 6.4 Contractor shall employ and depute for the execution of contract, persons who are careful, skilled and experienced .in their profession. The Company' shall have the right to ask the Contractor to replace any person employed by the Contractor for execution of supplies who, in the sole opinion of Company, misbehaves, is incompetent or negligent in the performance of his duties or fails to conform with any particular provisions with regard to safety which may be set out in the Contract, or any conduct which is prejudicial to safety or health, and such person shall not be employed again for the Supplies without the permission of the Company.
- 6.5 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 7. DECLARATION:**

- 7.1 The Contractor hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, and privilege or other obligation or benefit from Company through any corrupt business practices.
- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 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 8. PERFORMANCE BOND/SECURITY DEPOSIT:**

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

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

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

#### **SECTION 09. LIQUIDATED DAMAGES:**

- 9.1 If the contractor fails to deliver any or all of the goods within the time periods(s) specified in the Contract, the purchaser shall, without prejudice to other remedies under the Contract, deduct from the Contract Price/ Bank Guarantee as liquidated damages, a sum not more than 0.5% of the contract price per week or part thereof for first four weeks, 1.00% per week for next four weeks and 1.5% per week exceeding four weeks up to maximum extent of 10% of the contract value.
- 9.2 In case the purchaser is satisfied that the delayed/ defective supplies/ shipment was due to some mistake or circumstances beyond the control of the contractor and the contractor has not intentionally or negligently contributed in the delay, the purchaser may impose Liquidated Damages for not more than a sum equivalent to 0.5% of the delayed 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 delayed. The Purchaser may however, impose Liquidated Damages as per clause 9.1 above if the delayed or defective shipment/ services has affected the project completion schedule or has resulted in Production losses.
- 9.3 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 10. PATENT RIGHTS:**

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

## **SECTION 11. 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 12. CONFIDENTIALITY:**

- 12.1 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.
- 12.2 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.
- 12.3 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 any other medium relating to:
    - a) the Contract or its terms and conditions,
    - b) the nature or extent of Supplies carried out by the Contractor,
    - c) the method, material, 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 13. DEFAULT:**

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

(b) becomes insolvent or seeks relief under the bankruptcy laws.

#### **SECTION 14. ARBITRATION:**

- 14.1 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.
- 14.2 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.
- 14.3 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.
- 14.4 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 15. TERMINATION:**

- 15.1 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.
- 15.2 The Company shall have the right to terminate the Contract, in whole or in part, without any cause at any time upon thirty (30) days' prior written notice. Upon receipt of such notice of termination, the Contractor shall promptly cease all further Supplies under the Contract with such exceptions, if any, specified in the notice of termination. The Company shall pay the Contractor for all Supplies performed and obligations incurred prior to the date of termination in accordance with the terms of the Contract.



**SECTION 16. FORCE MAJEURE:**

- 16.1 "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, lightening, earthquake, loss of well, reservoir failure, change of law or policy; or any other cause beyond the control of the affected Party which materially and adversely affects the performance by such Party of its obligations under or pursuant to this Contract, other than to make payments due hereunder, acts of enemies, civil insurrection, fires, floods, earthquakes or other physical disasters, order or request of Government, blockade or embargo. It is however, clarified that strikes, lockouts, shortage or non-availability of raw materials, rains disturbances, other labor disputes or non-availability of transport shall not be included in the term "Force Majeure". During the established period of Force Majeure as contained hereinabove, the Contractor shall not be entitled to payment for Services and the Company shall not impose penalty.
- 16.2 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 17. 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 18. PHOTOGRAPHY AND ADVERTISING:**

- 18.1 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.
- 18.2 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 19. INSURANCE DEMURRAGE:**

- 19.1 The Contractor shall within seven (07) days of the date hereof take out and shall maintain until maturity of the Contract, standard insurance policies, which shall include Contractor's waiver of subrogation as follows:
- (a) Worker's compensation insurance covering all employees, engaged directly or indirectly in the performance of the Supplies in accordance with the applicable statutory requirements of the state or nation having jurisdiction over such employees.
  - (b) All risk insurance cover for the Services and Equipment including without limitation Equipment and machinery and other materials, if any supplied hereunder by the Contractor.
  - (c) The foregoing insurance shall be maintained with insurers that are satisfactory to the Company, and the terms of coverage for the foregoing insurance shall also be satisfactory to the Company and shall be evidenced by certificate to be furnished to Company. Such certificates shall provide that ten (10) days written notice shall be given to Company prior to cancellation of any policy. In the event the Contractor fails to effect or keep in force the insurances then the Company without prejudice to any other rights, shall effect and keep in force such insurance's at the Contractor's cost and risk.
  - (d) It shall be the duty of the Contractor to notify the insurers of any insurance referred to above or of any matter or event, which by the terms of such insurance are required to be so notified.
- 19.2 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 20. 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 21. 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 if they were the acts, defaults or negligence of the Contractor, or its personnel.

## **SECTION 22. 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 23. 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 24. GOVERNING LAW:**

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

## **SECTION 25. 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](mailto:md@ogdcl.com)

ii. GM (SCM)  
Tel No. 051-920023540  
Fax No. 051-9209859

**SECTION 26. NOTICES:**

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

To the Company: Administrator (\_\_\_\_\_)  
OGDCL Regional Office Karachi  
Bungalow No. 20-A, Sindhi Muslim Cooperative Housing  
Society, Karachi.

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

Notices shall be deemed served when received by the addressee.

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

<b>COMPANY</b>		<b>CONTRACTOR</b>	
Signature	_____	Signature	_____
Name	_____	Name	_____
Position	_____	Position	_____
Witness	_____	Witness	_____
Witness	_____	Witness	_____