

**TERMS OF REFERENCE (TOR)**  
**FOR**  
**HIRING OF SHARE REGISTRAR**  
**SERVICES AND SHARE TRANSFER**  
**AGENT**



**TENDER ENQUIRY # PROC-**  
**SERVICES/CB/CS-4909/2020**

## **TERMS OF REFERENCE (TOR)**

### **HIRING OF SHARE REGISTRAR SERVICES AND SHARE TRANSFER AGENT**

#### **Important note:**

The bidder is expected to examine carefully the Bidding Documents and instructions therein. Bidders will be evaluated on the basis of technical bids/information provided by them under bidding documents and financial bids of only those bidders will be opened who get more than 80% marks in Technical evaluation.

#### **1. Introduction:**

- i. OGDCL plans to outsource the Share Registrar Services and appoint a share Transfer Agent for its shares Department working under the supervision of the Secretary (Board).
- ii. **Purpose of RFP**  
The purpose of RFP is to select Share Registrar/ Transfer Agent for OGDCL considering:
  - I. Organizational Commitments / Technical Bid.
  - II. Financial Bid.

#### **SCOPE OF WORK**

2. Maintenance of Members' Register in electronic form and carrying out day-to-day share registration and accounting activities, which inter alia include:
  - a. Receiving and responding day-to-day mails/letters of the shareholders.
  - b. Verification and arrangement of transfer instruments.
  - c. Registration and recording of transfer of shares.
  - d. Obtaining approval of Board of Directors of OGDCL for transfer of shares through Secretary Board of OGDCL.
  - e. Endorsement of shares certificates and getting them signed by the OGDCL authorized signatories.
  - f. Delivery of share certificates, transfer deeds and corporate information and pay-outs/entitlement to the members.
  - g. Liaison with CDC in respect of providing corporate action details and obtaining list of account holders, list of beneficial owners, entitlement list etc.
  - h. Periodic balancing of Members' Register.
  - i. Getting share certificates signed from OGDCL and delivering those shares to shareholders against duly discharged Transfer Receipt.
  - j. Serializing and filing of discharged Transfer Receipt.
  - k. Maintenance of updated specimen signature cards.
  - l. Recording changes in addresses of shareholders, after verifying shareholders signature on their request letters.
  - m. Manual/ Computer audit of Share Certificates and transfer deeds lodged for transfer.
  - n. Re-verification of transferors' signature on transfer deeds lodged for transfer.
  - o. Maintaining records for Zakat Exemption Declarations and Tax Exemption Certificates and sending confirmations to the shareholders.
  - p. Maintaining shareholders mandate records regarding bank account lodged by the shareholders for crediting Cash Dividend / Cheque directly into their bank accounts.

- q. Provide information regarding credit of dividend to CCDR and maintain shareholders contact details, cell number/email etc.
- r. Provide dividend payment detail as per paying agent (Bankers') requirement for disbursement as per approved dividend entitlement register by the company Maintain cycle wise dividend payment detail.
- s. Maintaining record of all paid/unpaid dividends.
- t. Arrangement of Transfer Deed, Transfer Receipts wise and binding of the same.
- u. Consolidation/ splitting of share certificates.
- v. Issue of duplicate share certificates, against appropriate indemnities in place of share certificates reported lost/stolen/misplaced/mutilated/spoiled.
- w. Transmission of share certificates of deceased shareholders in favour of their bona fide nominee/ successors, against appropriate legal documents.
- x. Attending of AGM, Verification of Shareholders' signature at the venue of Annual General Meeting and other assignments related to Annual General Meeting.
- y. Provide free float report for all exchanges on quarterly basis.
- z. Provide Category & Pattern of Shareholders on Quarterly basis.
- aa. Provide shareholder list (Physical & CDC) on monthly basis in soft as well as hard form.
- bb. Withdrawal of shares from CDC and issuance of Physical Shares Certificates.
- cc. Correspondence with SECP, Stock Exchanges, CDC of Pakistan, Banks and Company etc.
- dd. Custody of undelivered Shares.
- ee. Assistance in dispatch of reports, notices and circulars to shareholder.
- ff. Preparation of combined shareholdings on periodic basis / special requirement.
- gg. Other standard shares department works.

### **3. CDC Related matters:**

- i. Issue of share Deposit Receipts to CDC Participants against shares lodged for deposit into CDS.
- ii. Posting of Deposits to CDC Folio in Members' register.
- iii. Approval of Deposit of shares into CDS (within 5 days of receipt) in accordance with the central Depository Act, 1997 and CDC regulation.
- iv. Cancellation and storage of deposited share certificates and relevant transfer deeds.
- v. Processing withdrawal of shares from CDS.
- vi. Downloading and printing of Central Depository Register on monthly basis / on corporate events.
- vii. Issuing notices to CDC in respect of Corporate Actions.
- viii. Reporting to CDC the reconciliation of Members' Register shareholding with Central Depository Register of Shareholding.
- ix. Interfacing with Central Depository System.

### **4. Issuance of Bonus Shares and Right Shares and payment of dividend:**

Handling the entire work with coordination of company's appointed printer, related to issuance of Bonus shares and Right shares along with all related reports including the following:

- I. Generation of Dividend Entitlement Register for domestic and non-resident shareholders.

- II. Processing of e-dividend domestic and non-resident shareholders.
- III. Provide file electronic payment of dividend as per prescribe format of paying agent.
- IV. Printing of Bonus Entitlement Register.
- V. Printing of Bonus Certificates.
- VI. Printing of Right Entitlement Register.
- VII. Printing of Letters of Right.
- VIII. Printing of Right Certificates.
- IX. Provide Additional copies of Annual List of Members.
- X. Provide Mailing Lists, etc.
- XI. Soft copy of Dividend Register on Excel for Reconciliation of Dividend A/c.
- XII. Two copies of statement under Zakat and Usher Ordinance, 1980 and preparation of province wise zakat payment summary.
- XIII. Printing of intimation letters for Bonus Shares.
- XIV. Custody of bankers' cheques, returned undelivered/unclaimed.

## **5. Public offering**

- I. To handle all work related to issuance of OGDCL shares (IPOs/SPs) to general public.
- II. To complete all regulatory requirements.
- III. To deal with CDC and other regulatory authorities.

## **6. Election of Directors:**

To assist OGDCL in holding election of Directors.

## **7. Dedicated Customer Service.**

- I. Customer Support Service through an equipped Call Center to register queries/complaints with toll free facility.
- II. Dedicated public dealing areas / counters along with complementing office environment.
- III. Single point contact for the Issuer Company.
- IV. Extended counter timing on weekdays and further serving shareholders even on Saturdays.
- V. Computerized recording of all incoming/outgoing mails.

## **8. Business Continuity & Disaster Recovery Capability:**

A comprehensive Business Continuity and Contingency plan supported by backup sites and disaster recovery capabilities to ensure continuity of services to clients.

## **9. Security of Share Registrar Software:**

Share Accounting system with Authority & Security Management system to guarantee secured Registrar Services.

## **10. Professional Management:**

- I. Highly professional, qualified and experienced management & personnel.
- II. Registrar Service supported by Legal / Compliance and internal Audit functions to ensure statutory & regulatory Compliance and safeguarding sensitive and critical information.

## **11. Branch Network:**

Facilitate shareholders in all major cities of Pakistan with a country-wide Branch Network covering Karachi, Lahore and Islamabad.

## **12. Audit and Monitoring Procedures**

The vendor shall ensure that it shall provide to OGDCL, SECP and SBP all such information, data documentation, accounting records within ten (10) days of the request for the same by either the OGDCL or SBP. The vendor shall further provide to the Bank and SBP unrestricted access to conduct on site visits and examine record on site.

## **13. Confidentiality, privacy Security of Information:**

The vendor shall ensure and satisfy OGDCL as to the safety of information provided to the vendor during the ordinary course of business regarding OGDCL and the shareholders.

## **14. Selection Criteria:**

Share Registrar / Transfer Agent will be selected on the basis of:

1. Technical Evaluation
2. Financial Evaluation

Share Registrar / Transfer Agent are required to submit their responses in two separate envelopes:

**Envelop I:** This must contain the detailed **technical proposal**, backed up with all relevant Documentary proofs / certificates as mentioned in the RFP document. The envelop should be duly sealed and titles as "Share Registrar Services and Share Transfer Agent- **Technical Bid**".

**Envelop II:** This should contain the financial details. The envelops should be duly sealed and titled as "Share Registrar Services and Share Transfer Agent-**Financial Bid**".

## **15. Preparation of Proposal:**

The respondents are required to submit both technical and financial proposals in English Language.

### **15.1 Technical Proposal**

In preparing the technical proposal, Respondents are expected to examine all terms and instructions included in the Documents carefully as they will be evaluated on the basis of information provided by them.

During preparation of the technical proposal, bidders must give special attention to the following:

Only the companies who themselves have all the expertise for the Assignment may submit their proposals. Use of services of expatriate experts where payment in foreign exchange is involved shall not be allowed. You may not associate with the other firm invited for this Assignment.

The respondents should have capacity to meet the timeline set by OGDCL, but should also be capable to scale up for future requirements.

The respondent must provide the details/ documents as under:

1. Name, address, phone, fax and e-mail address along with postal and telephonic address of head office and branch offices and staff strength in each location.
2. For partnership Companies: Copy of Registered Partnership deed.
3. For Public/Private Limited Companies: Copy of Memorandum & Article of Association of the firm/consultant.
4. List of similar assignments completed and in hand.
5. The key professional staff proposed shall be permanent employees of the respective firm. Give number and experience of such staff.
6. Three (3) years audited financial statements of firm/consultants.
7. Attested Bank Account Statement for the last one year.
8. A brief description of the Consultant's/ Firms organization to be deployed for this job, their qualification & experience and an outline of recent (not older than Ten Years) experience on assignments, especially in public sector.
9. Consultants' understanding of the objectives of the project, their approach towards the assignments and a description of methodology that the consultants propose to perform on the activities and completion of the assignment.
10. Detail of Business Continuity plan / DRP/ Back up.
11. Security of Share Registrar Software.
12. Detail of offices / branches network.
13. Detail of their internal audit and Monitoring procedure.
14. Whether they have qualified Electronic Audit professional.
15. Confirm whether they can provide to the bank, SECP and SBP all such information, data documentation, accounting records etc within ten (10) days of the request for the same by either OGDCL or SBP. The vendor shall further provide to OGDCL unrestricted access to conduct on site visits and examine record on site.
16. To perform all duties and functions as per Share Registrar & Balloters Regulations, 2017 and any other responsibility as may be assigned by the regulator from time to time not covered under the scope of work.

## 15.2 Financial Proposal:

During preparation of the financial proposal, Share Registrar / Transfer Agent needs to provide total cost of services including all out of pocket expenses for all the tasks mentioned above as Scope of Work. The bidder should express its prices/ bids for services in the currency of Pakistan.

RFP Evaluation would be performed on the following parameters.

## 16. Scoring criteria:

The objective of evolving this evaluation methodology is to facilitate the selection of the technically superior solution at optimal cost.

Criterion	Weightage
Technical Proposal	80%
Financial Proposal	20%

## 17. Technical Evaluation Criteria:

Sr. #	Description	Total Score	Score Obtained
1.	Legal Status: Company Firm Individual	5 3 0	
2.	Registration Registered with SECP Registered as Partnership Unregistered	5 3 0	
3.	Years in business: 10 & above: 5 to 9 Equal or less than 4	5 4 3	
4.	Experience in similar assignment 5 years and above 3-5 years Less than 3 years	3 2 1	
5.	Availability of Audited Financial Statements Last 3 years Last 2 years Last 1 year	3 2 1	
6.	Availability of attested Bank account statements: 3 years 2 years 1 year	3 2 1	
7.	As per audited accounts: Earning profit for last three years: No significant profit/loss in last 3 years Suffering Losses in last 3 years	3 2 1	
8.	Net Worth: Positive Net Worth for last 3 years Declining net worth for last 3 years	3 1	
9.	Business Continuity plan/DRP/Back up & Security of Share Registrar Software: Excellent Satisfactory Un-satisfactory	10 5 0	
10.	No. of Customers with similar assignment: 50 & above 30 & above Less than 15	8 5 2	

11.	Customer Support Services: Having Toll Free Call Centre No Call Centre	8 0	
12.	Public Dealing Timings: Extended hours on week days & working on Saturdays Working from 9.0 AM to 3.0 PM & off on Saturday	8 4	
13.	Successful I.T. Structure in place: (provide details of servers & networks) 50 & above professionals 30 to 49 IT professionals Less than 30 IT professionals	6 4 2	
14.	Total No. of current employees: 100 & above 50 to 99 Less than 50	6 4 2	
15.	Total No. of staff working in same type of project: More than 25 15 to 25 Less than 15	6 4 3	
16.	Qualification of Staff: 30% of staff having professional degrees 20% of staff having professional degrees 10% of staff having professional degrees	8 5 3	
17.	Key professional staff: 100% permanent More than 50% permanent Less than 50% permanent	10 7 5	
18.	Office network in Pakistan: (capability/availability of implementation, training & support across the country): 5 or more 3 or more Less than 3	4 2 1	
19.	A Certificate/affidavit that firm is not black listed by any Government/autonomous body: Yes No	2 0	
20.	Internal Audit & Monitoring Procedure: Implemented with 5 staff members	4 2	



	Implemented with less than 5 members Not established	0	
21.	Availability of qualified electronic audit professionals (provide a list) Yes No	4 0	
22.	In-house Legal Function: Implemented with 5 staff members Implemented with less than 5 staff members No Legal & Compliance Function	5 3 0	

**18. Information provided**

The Request for Proposal document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with OGDCL. Neither OGDCL nor any of its employees, agents, contractors, or advisors give any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document. Neither OGDCL nor any of its employees, agents, contractors, or advisers have carried out or will carry an independent audit or verification exercise in relation to the contents of any part of the document.

**19. Disclaimer**

Subject to any law to the contrary and to the maximum extent permitted by law, OGDCL and its officers, employees, contractors, agents and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of OGDCL or any of its officers, employees, contractors, agents or advisers.

**20. Conflict Resolution**

Resolution of Disputes: OGDCL and the Share Registrar/Transfer Agent shall make every effort to resolve amicably by direct informal discussion, any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such informal discussions, OGDCL and the Share Registrar/Transfer Agent have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed forum.

**21. Cost of Proposal**

All costs and expenses incurred by the Respondents in any way associated with the development, preparation and submission of responses, including but not limited to: the attendance at meetings, discussions, demonstrations, etc and providing any additional information required by OGDCL, will be borne entirely and exclusively by the Respondents.

## **22. Legal Relationship**

No binding legal relationship will exist between any of the Respondents and OGDCL until execution of a contractual agreement.

## **23. Evaluation**

Each Bidder acknowledges and accepts that OGDCL may in its absolute discretion apply selection criteria for evaluation of proposals for short listing/selecting the eligible Share Registrar/Transfer Agent. The RFP document will not form part of any contract or arrangement, which may result from the issue of this document or any investigation or review, carried out by a Bidder.

## **24. Acceptance**

A Bidder will, by responding to OGDCL for RFP, be deemed to have accepted the terms of this Introduction and Disclaimer.

## **25. Submission of Proposal**

Proposal shall be delivered by hand or courier one (1) hard copy alongwith one(1) soft copy so as to reach the address as given below in a manner as given at 13 above:

The General Manager (SCM),  
OGDCL Head Office, 1<sup>st</sup> Floor, Blue Area, Jinnah Avenue, Islamabad.  
Phone: 051-92002 3540

## **26. RFP Validity:**

Copies of the PROPOSAL must remain valid and open for evaluation according to their terms for a period of at least 180 days from the time the RFP closes on the deadline for lodgment of RFP.

1. Please note that all the information desired needs to be provided. Incomplete information in these areas may lead to non selection.
2. OGDCL reserves the right to change the dates. Changes, if any, related to RFP will be posted on Company's website. Consulting company/firm must check the website before submitting response to RFP.
3. Faxed copies of any submission are not acceptable and will be rejected.
4. All submissions, including any accompanying documents, will become the property of OGDCL. Respondents shall be deemed to license and grant all rights to OGDCL to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Respondents and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or accompanying documents.

Respondents are required to direct all communications related to this RFP to the address given above.

5. OGDCL may in its absolute discretion, seek information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.

6. If OGDCL, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then OGDCL reserves the right to communicate such response to all Respondents.
7. OGDCL may, in its absolute discretion, engage in discussion or negotiation with any respondent (or simultaneously with more than one respondent) after the RFP closes to improve or clarify any response.

**27. Duration of Contract:**

The initial term of this Contract shall be Three (3) years etc. from the date of signing of contract (or otherwise mentioned in TOR) unless earlier terminated under the provisions hereof. Any extension in the term of Contract will be subject to mutual consent of both the parties.

**28. Notification**

OGDCL will notify all technically successful Respondents in writing as soon as practicable about the outcome of their RFP. OGDCL is not obliged to provide any reasons for any such acceptance or rejection.

**29. Disqualification**

Any form of canvassing/lobbying/influence/query regarding short listing, status etc will be a disqualification.

**30. Other Terms and Conditions**

- a. By responding to this RFP, the Share Registrar/Transfer Agent agrees to the Terms and Conditions given below.
- b. 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 Consulting company/firm, modify the RFP by amendment, which will be placed either on the company's website, emailed or dispatched to all prospective consulting companies/firms.
- c. All such amendments shall be part of the RFP and same will be notified to all consulting companies/firms.
- d. OGDCL reserves the right to extend the dates for submission of responses to this document.
- e. OGDCL reserves the right to change the requirement specifications and ask for the revised bids.
- f. These responses would be deemed as legal documents and will form part of the final contract. Share Registrar/Transfer Agent requested to attach a letter from an authorized signatory attesting their competence and the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and could be rejected.
- g. Any technical or financial bid, submitted cannot be withdrawn/ modified after the last date for submission of the bids.
- h. OGDCL reserves the right to call for any additional information and also reserves the right to reject the proposal of any Respondent.

If in the opinion of OGDCL, the information furnished is incomplete or the Share Registrar / Transfer Agent does not qualify for the contract.

- i. The Share Registrar / Transfer Agent is requested to quote in Pakistani Rupee ('PKR'). Bids in currencies other than PKR may not be considered.

- j. Failure of OGDCL to select a Share Registrar / Transfer Agent shall not result in any claim whatsoever against OGDCL, and OGDCL reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- k. By submitting a proposal, the Share Registrar / Transfer Agent agrees to promptly contract with OGDCL for any work awarded to the Share Registrar / Transfer Agent. Failure on the part of the awarded Share Registrar / Transfer Agent to execute a valid contract with OGDCL will relieve OGDCL of any obligation to the Share Registrar / Transfer Agent, and a different Share Registrar / Transfer Agent may be selected.
- l. Any additional or different terms and conditions proposed by the Share Registrar / Transfer Agent would be rejected unless expressly assented in writing by OGDCL.
- m. All responses received after the due date/ time would be considered late and may not be accepted or opened.
- n. OGDCL would not assume any expenses incurred by the Share Registrar / Transfer Agent in preparation of the response to this RFP and also would not return the bid to the Share Registrar / Transfer Agent.
- o. Share Registrar / Transfer Agent Clarifications: Share Registrar / Transfer Agent shall have the opportunity to clarify doubts pertaining to the RFP in order to clarify any issues they may have prior to finalizing their responses. All questions are to be submitted to:  
Company Secretary  
Oil and Gas Development Company Limited,  
Blue Area Jinnah Avenue, OGDCL House,  
Islamabad

And should be received not later than the date mentioned in 'RFP Submission of this RFP document. Responses to inquiries and any other corrections and amendments will be distributed to all Consulting companies/ Firms by fax, by email or posted on web site. The Share Registrar / Transfer Agent, which posed the question, will remain anonymous.

- p. OGDCL will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.
- q. OGDCL may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer. This shall be binding on all Share Registrar/ Transfer Agent and OGDCL reserves the right for such waivers.
- r. To assist in the scrutiny, evaluation and comparison of offers, OGDCL may, at its discretion, ask some or all Share Registrar/ Transfer Agent for clarification of their offer. The request for clarifications and the response will necessarily be in writing. OGDCL has the right to disqualify the Share Registrar/ Transfer Agent whose clarification is not received by OGDCL by the stipulated time or is found not suitable to the proposed project.
- s. OGDCL reserves the right to make any changes in the terms and conditions of RFP.

- t. Share Registrar/Transfer Agent are requested to be prepared to demonstrate, through presentations and/ or site visits, as part of the final evaluation in accordance with the responses given for the identified requirements, any time after the last date of the submission of proposals. Accordingly, OGDCL will communicate a date and time to all Share Registrar/ Transfer Agents. The Share Registrar/ Transfer Agent will arrange such demonstrations, presentations or site visits.
- u. OGDCL may appoint the services of an external consultant for evaluation of the bid proposal.
- v. OGDCL may at its absolute discretion exclude or reject any proposal that in the reasonable opinion of OGDCL contains any false or misleading claims or statements. OGDCL has no liability to any person for excluding or rejecting any such proposal.
- w. The Share Registrar/Transfer Agent shall be responsible for delivery, implementation and rollout of all required elements and also must agree to the time duration specified for each of the project components, as finalized during discussion.
- x. The Share Registrar/Transfer Agent promptly notify OGDCL of any event or conditions, which might delay the completion of implementation work in accordance with the approved schedule and the steps being taken to remedy such a situation.
- y. OGDCL reserves its right to cancel the order in the event of one or more of the following situations:
  - i. Delay in implementation beyond the specified period that is agreed in the contract that will be signed with the successful Share Registrar/Transfer Agent.
  - ii. Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.
- z. Share Registrar/Transfer Agent shall indemnify, protect and save OGDCL against all claims, losses, costs, damages, expense, action suits and other Share Registrar/Transfer Agent, its employees, its agents, in the performance of the services provided by contract, infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project.
- aa. Any publicity by the Share Registrar/Transfer Agent in which the name of OGDCL is to be used should be done only with the explicit written permission of OGDCL.
- bb. Notwithstanding above, the decision of OGDCL shall be final and binding on the Consulting company/firm.
- cc. OGDCL reserves the exclusive right to make any amendments/ changes to or cancel any of the above actions or any other action related to this RFP.

**31. PAYMENT TERMS:**

- 31.1 The prices quoted by bidder in financial bid should be in Pak Rupees. The quoted price should be fixed/firm and are inclusive of all applicable taxes, duties and levies etc. except Provincial Sales Tax/ICT Tax on services.
- 31.2 The payments to the service company will be made through cross cheque in 100% Pak Rupees, at actual, against verified.

**32. BID BOND:**

Bid bond/Bid security amounting to PKR: 330,000/- (Pak Rupees Three Hundred Thirty Thousand Only) is to be attached/provided with technical bid. Please see Master Set of Tender Document for further details.

**33. MODE OF PROCUREMENT:**

Bids against this tender are invited on "Single Stage Two Envelope Bidding Procedure" through press tendering therefore, the bidders shall submit one original technical and one original financial bid along with soft copy of technical bids. Unpriced financial bid is to be the part of technical bid.

**Note:** The master set of tender documents for services uploaded on OGDCL's website ([www.ogdcl.com](http://www.ogdcl.com)) is the integral part of this TOR.

**OIL AND GAS DEVELOPMENT COMPANY LIMITED**  
**INVITATION OF PROPOSALS FOR PROVISION OF SHARE REGISTRAR/TRANSFER AGENT SERVICES**

Oil & Gas Development Company Limited (OGDCL), the largest Exploration and Production listed Company of Pakistan invites bids for providing services of Share Registrar/Transfer Agent from reputed Pakistani Companies registered with the Securities and Exchange Commission of Pakistan under Share Registrar and Balloters Regulations, 2017 and having experience of providing the said services to public listed companies. The company must fulfill the requirements of all the relevant laws for handling shareholders' related issues, reporting requirements and record keeping. Eligible companies may send their quotations as specified in RFP/Bidding documents duly supported by the relevant documents on the following format:

Particulars				
Name of Service Provider along with CUIN:				
Address:				
Contact Person:				
Phone:	Cell:	Fax:	Email:	
Areas of Expertise (please specify)				
No. of Employees: (attach list as per following format)				
Name	CNIC No.	Qualification	Nature of Assignment	Experience
Total Number of Clients: (attach list as per following format in chronological order for last 5 years)				
Period				
Clients	From	To	Services provided	

Eligible companies must also meet the following additional requirements:

- Have a minimum five years' experience working as a share registrar / transfer agent.
- Have serviced a minimum of 20 listed companies with satisfactory and proven track record.
- Have its Head Office based at Karachi.
- Have online connectivity with the CDC of Pakistan.
- Have necessary infrastructure like adequate office space, equipment, manpower, storage facility, data processing hardware and software.
- None of their directors or principal officers should have been convicted for any offence involving moral turpitude, fraud or breach of trust.
- Proposal of a company that has been subjected to regulatory/penal penalty or fine including an action leading to suspension of business or warning or penalty or recommendation of further action by the regulatory authority or a Court of Law shall not be considered.
- The company must employ persons having managerial experience for discharging its functions.
- The company must have on its pay roll a person who possesses a degree in law recognized by the Pakistan Bar Council, or who is a chartered accountant or a cost and management accountant.
- The tender/RFP should be submitted in two different sealed envelopes (a) Technical (b) Financial.
- Company Profile and Financial statements must be attached.

Please attach following documents:

- a) Certified Copy of Memorandum & Articles of Association
- b) All financial statements for the last 3 years
- c) Brief on the structure and organization of the company
- d) Copy of the Registration Certificates and evidence of regulatory compliance along with copy of valid license issued by SECP under share registrar and balloters regulations, 2017.
- e) Client satisfaction certificates from at least three clients that provide objective information of the success of the services they have procured.
- f) Any other document which the applicant company may wish for OGDCL to consider.

**List of Share Accounting / CDC Variable Charges for Oil & Gas Development Co. Ltd.**

<b>S. #</b>	<b>Item Description</b>	<b>Rates in Rs.</b>	
1	Fixed Monthly Registrarship Charges		fixed
<b>2</b>	<b>Cash Dividends:</b>		
2.1	Dividend Entitlement Register		fixed
2.2	Statement u/s 150		per folio
2.3	Statement u/s 165		fixed
2.4	Working for With-Holding Tax / Zakat /Filer /Non-Filer status		fixed
2.5	Any Other Statement / Register		per folio
2.6	Additional copy of any Other Statement / Register		fixed
2.7	Zakat Statement / Summary of Zakat / Zakat calculation province wise.		per page
2.8	Additional copies of zakat register		fixed
2.9	Conversion of Dividend file on Diskette		per page
2.10	Letters to custodian bank of non-resident Shareholders (Bank Mandate)		fixed
2.11	File handling charges of Dividends		per letter
2.12	Preparation of e-dividend files for banks.		fixed
2.13	Service charges for tax/ NTN & proportion of shareholders activities.		fixed
2.14	SMS alerts to shareholders regarding update of IBAN, signature mismatch etc.		per sms
2.15	Printing/ arranging/ handling windows envelop with our return address for any activity (size 6" x 6") Size (12" x 6")		per window envelop
<b>3</b>	<b>Stock Dividends (Bonus Shares ):</b>		
3.1	Computerized Printing of Share Certificates (Inclusive of cost of paper )		per certificate
3.2	Blank Share Certificates ( cost of paper only )		per certificate
3.3	Bonus Entitlement Register		per certificate
3.4	Additional copies of Bonus Entitlement Register		per folio
3.5	Fraction Entitlement Processing		per page
3.6	Fractional Warrants		fixed
3.7	Fractional Entitlement Register		per warrant
3.8	Additional copies of Fractional Entitlement Register		per folio
3.9	Fractional Stamps Packing		per page



3.10	Assistance in paying Stamp Duty		per folio
3.11	Transfer Deeds		fixed
3.12	Covering Letter		per deed
3.13	Form 3 pursuant to Section 73(1)		per letter
3.14	Additional Copies of Form '3'		per page
3.15	Check, pack & arranging for dispatch of Bonus Certificate		per page
3.16	File handling charge		per sh.cert.
			fixed
4	<b><u>Right Shares : ( PHASE I )</u></b>		
4.1	Right Offer Letter		
4.2	Blank Right Letters ( cost of stationery only )		per letter
4.3	Right Entitlement Register		per letter
4.4	Additional copy of Right Register		per letter
4.5	File handling charge ( Phase I )		per page
4.6	Checking & Packing of Right Letters		fixed
4.7	Fractional Entitlement Processing		per letter
4.8	Fractional Entitlement Register		fixed
4.9	Additional copies of Fractional Register		per folio
4.10	Consolidation / Splitting / Loss of Right Letters:		per page
4.11	deletion or insertion on the file		per letter
4.12	Any Other Statement / Register		per folio
4.13	Additional copy of any Other Statement / Register		per folio
4.14	Reconciliation of RALs received from Banks		per page
4.16	<b>( PHASE - II )</b>		
4.17	Subscription of Right Letters		
4.18	(Accounting for Acceptance, Renunciation)		per letter
4.19	Opening of new folio (Name & Address)		per folio
4.20	Subscription Register		per folio
4.21	Details of Subscription in Right Letter Sequence		per folio
4.22	Collation of RL prior to Subscription Accounting ( Bank/Branch/Subscriber-wise Sorting and Balancing):		per page
4.23	Special Denomination Instructions		per letter
4.24	Righ to purchase or subscribe shares under Employees stock option scheme u/s 29 of Company's Act 2017		per folio

4.25	<b>( PHASE - III )</b>		
4.26	Right Share Certificates		per certificate
4.27	Blank Right Share Certificates		per certificate
4.28	Form 3 pursuant to section 73(1)		per certificate
4.29	Additional Copies of Form '3'		per page
4.30	Transfer Deeds		per page
4.31	Fractional Stamps Packing		per deed
4.32	Assistance in paying Stamp Duty		per folio
4.33	Right Share Delivery in exchange of RALs		fixed
4.34	Checking & Packing of Right Share Certificates		per certificate
4.35	File Handling Charge ( Phase II & III )		per certificate
4.36	Additional Copies of Form '3'		fixed
4.37	Transfer Deeds		per deed
4.38	Fractional Stamps Packing		per folio
4.40	Assistance in paying Stamp Duty		fixed
4.41	Right Share Delivery in exchange of RALs		per certificate
4.42	Checking & Packing of Right Share Certificates		per certificate
4.43	File Handling Charge ( Phase II & III )		fixed
<b>5</b>	<b>General</b>		
5.1	Members' Register		per page
5.2	List of Members ( <b>Full Personal Data</b> )		Fixed
5.3	List of CDC & Physical Shareholders		per folio
5.4	List of Members on the selected holdings		per folio
5.5	Mailing List - Plain paper		per folio
5.6	Mailing List - Adhesive Labels		per folio
5.7	Mailing List on basis of selected folio/special request		per folio
5.8	Index Register		per folio
5.9	Pattern of Shareholding (Category & Holding-wise) on every quarter		per folio
5.10	SPB Report		fixed
5.11	Entry of sub-Folios of CDC Folio		per folio
5.12	Change of Address		per address
5.13	Shareholders list as and when required basis on the date given by company		per folio
5.14	Change of Zakat Codes / Tax Code		per folio

5.15	List of Zakat Exempted Folios		per folio
5.16	Transfer Deeds ( 7-1/" x 8" )		per deed
5.17	Packing and arranging for dispatch of Annual Accounts (Hard Copies and Companct Disks)		per folio
5.18	Arranging for dispatch of any other reports, notices		per folio
5.19	Weekends (Saturday/Sunday)/Public Holidays -		per hour
5.20	Non working day charge		per day
5.21	Submission of quarterly free float of shares report on behalf of company as per PSX requirement		per quarter
5.22	Arrangements for purging /distruction of physical record and its converstion into electronic		per folio
5.23	Supply of documents electronically on the email of shareholders as required u/s 473 of the Act		per folio
<b>6</b>	<b>Non-Resident Shareholders :</b>		
6.1	Register of shares held by non-resident persons outside Pakistan soft copy		per folio
6.2	Preparation of Form V-50 and V-90 as per requirement of State Bank of Pakistan		per folio
<b>7</b>	<b>Consolidation and Splitting of Share Certificates Issue of New Certificates due to Loss or Renewal :</b>		
7.1	Certificate records to be cancelled are appropriately flagged on		per certificate
7.2	files and new certificate records are inserted in respect of new		per certificate
7.3	certificates issued. One copy of the register of certificates		per certificate
7.4	cancelled and issued is included. deletion or insertion on the file.		per certificate
<b>8</b>	<b>Year End :</b>		
8.1	Form A ( Annual Return) complete informaiton in Excel format		Fixed
8.2	Form A On Diskette - Excel Version		Fixed
8.3	Re-imbursement of diskettes / CD		Per CD
8.4	A.G.M. - Verification of signatures of attending Sh.holders (Islamabad)		fixed
8.5	A.G.M. - Verification of signatures of attending Sh.holders (out of Karachi)		fixed
8.6	Boarding & Lodging expenses (arrangement by OGDC)		N/A

<b>9</b>	<b>Storage of Deposited Share Certificates and Transfer Deeds</b>		
9.1	3,000 certificates to 10,000 certificates		per month
9.2	10,001 certificates to 25,000 certificates		per month
9.3	25,000 certificates to 50,000 certificates		per month
9.4	50,001 certificates & above		per month
<b>10</b>	<b>CDC Transactions</b>		
10.1	Charges for "Deposit" of Certificates- Deposit Transaction Form		per transaction
10.2	Certificate Deposited, including one copy of the Certificate of Deposit Register.		per certificate
10.3	Charges for " <b>Withdrawal</b> " Transaction Form		per transaction
10.4	Withdrawn Certificate (in block). This will include the per certificate regeneration of distinctive numbers and one copy of the new certificate issued register		per certificate
10.5	Certain jobs, such as processing of dividends, printing of mailing lists, etc. will require sub-folios (beneficial owners) of the CDC folio to be opened. This will be chargeable.		per folio
10.6	Takeover Fee if any		
10.7	Any Other Charges not mentioned above	See Notes below	

**Notes**

- 1- Issuer will pay the cost of paper, press printing and dispatch of share certificates, transfer deeds, letters, notices, letters of rights, bonus/right share certificates, etc.
- 2- Out of pocket expenses on account of conveyance, transportation, photocopying, traveling, boarding, working on holidays etc. will be charged on actual basis for re-imbusement.
- 3- Legal advice will be charged if required, on actual basis with prior consent of the Issuer.
- 4- Services and items not mentioned but directly attributable to above services will be charged separately after taking prior consent from the Issuer.