



**MASTER SET OF TENDER DOCUMENT**  
**AND IT'S TERMS AND CONDITIONS**  
**SHALL BE APPLICABLE**  
**TO THE TENDER**  
**NO.PROC/LF/PT/D(C&S)-18620A/21**  
**FOR SUPPLY OF BARITE POWDER**

## TABLE OF CONTENTS

SR #	SUBJECT	PAGE #
1.	INSTRUCTIONS TO BIDDERS	1-2
2.	BID PRICES	2-3
3.	BID SECURITY/ BID BOND	3
4.	SEALING AND MARKING OF BIDS	3-4
5.	DEADLINE FOR SUBMISSION OF BIDS	4
6.	LATE BIDS	4
7.	BID OPENING	4
8.	DETERMINATION OF RESPONSIVENESS	4-5
9.	ISSUANCE OF LOCAL PURCHASE ORDER (LPO)	6
10.	PERFORMANCE BOND	6
11.	PAYMENT	7
12.	DELIVERY SCHEDULE	7
13.	EXTENSION IN THE DELIVERY PERIOD	7
14.	LIQUIDATED DAMAGES	7-8
15.	FORCE MAJEURE	8
16.	INSPECTION AND TEST	8
17.	WARRANTY	8
18.	QUALIFICATION OF SELECTED BIDDERS	8
19.	ADVANCE BANK GUARANTEES	8-9

**ANNEXURE:** The Tender Document comprises of the following Annexures:

SR #	SUBJECT	ANNEXUR E
1	SCHEDULE OF REQUIREMENT	A
2	BIDDING FORM (TECHNICAL BID)	B
3	BIDDING FORM (FINANCIAL BID)	C
4	BID SUMMARY SHEET (TECHNICAL)	D
5	BID SUMMARY SHEET (FINANCIAL)	E
6	SPECIMEN OF BANK GUARANTEE AS BID BOND	F
7	SPECIMEN OF LOCAL PURCHASE ORDER	G
8	SPECIMEN OF BANK GUARANTEE AS PERFORMANCE BOND	H
9	SPECIMEN OF BANK GUARANTEE FOR ADVANCE PAYMENT	I
10	DECLARATION OF FEES, COMMISSION & BROKERAGE ETC. (CERTIFICATE)	J
11	SPECIMEN OF FAIR PRICE CERTIFICATE	K
12	SPECIMEN OF INTEGRITY & ETHICS UNDERTAKING	L & M
13	FORM – 4 (AFFIDAVIT)	N



**OIL & GAS DEVELOPMENT COMPANY LTD  
SUPPLY CHAIN MANAGEMENT  
DEPARTMENT (LOCAL PROCUREMENT)**



**INTRODUCTION:**

Oil & Gas Development Company Ltd having its General Sales Tax No. **07-02-2802-001-55** and National Tax No. **0787223-2** (hereinafter referred to as the Purchaser) invites sealed bids from eligible bidder(s) under one of the following bidding procedures as per PPRA rules which shall be intimated in Press Tender Notice or Invitation letters:

- i. Single Stage One Envelope Bidding Procedure.
- ii. Single Stage Two Envelope Bidding Procedure.
- iii. Two Stage Bidding Procedure.
- iv. Two Stage Two Envelope Bidding Procedure.

Technical and Financial Bids in separate sealed envelopes for supply and delivery of goods, materials, equipment and/or services described in the Schedule of Requirement as Annexure "A" hereof. All the Annexures from "A" to "N" are integral part of the Tender Document and its compliance is required by all the prospective bidder(s).

**1. INSTRUCTIONS TO BIDDER(S):**

- 1.1. The bidder(s) shall bear all cost associated with the preparation and delivery of their bids, and the Purchaser will in no case be responsible or liable for those costs.
- 1.2. In case of any doubt as to the meaning of any portion of the Specifications or other Terms and Conditions, bidder(s) may seek clarification of the same in writing, but not later than One week prior to deadline for submission of bid(s) prescribed by the Purchaser.
- 1.3. At any time prior to the deadline for submission of bids, a modification in bidding document in the form of an addendum can be issued in response to a clarification requested by a respective bidder(s) or even whenever the Purchaser considers it beneficial to issue such a clarification and/or amendment to all bidder(s). The clarification/amendment issued (in general) shall be placed on the OGDCL web site for the intimation to all the prospective bidder(s).
- 1.4. Bidder(s) are required to submit their bid(s), which will bear words "CONFIDENTIAL" and **Tender # PROC-L(PROC/LF/PT/D(C&S)-18620A/21 )** procurement of **required material** as per Tender Notice/SOR.
- 1.5. The Purchaser will not take any responsibility for collecting the bids from any Agency.
- 1.6. The Purchaser reserves the right to increase or decrease the quantities or may cancel any or all items shown in the Schedule of Requirement without assigning any reason thereof.
- 1.7. The Purchaser reserves the right to have the items inspected by its own representative, or by 3rd party at its own cost (if required).
- 1.8. It must be indicated in the offer that the quotation fully conforms to Technical Specifications and Terms and Conditions of the Tender.
- 1.9. The Purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all the bids at any time prior to award of Purchase Order without thereby incurring any liability to the affected bidder(s) or any obligation there under. However, OGDCL shall upon request communicate to any bidder(s) who submitted a bid, the grounds for its rejection, but it is not required to justify those grounds.

- 1.10. Unsolicited advice/clarifications and personal approaches by the bidder(s) at any stage of evaluation are strictly prohibited and shall lead to disqualification.
- 1.11. In the event that the bidder(s) submits an alternative bid(s) whether in whole or against any of the items, a group or sub-group in addition to its Main Bid, the bids must be marked as "Main Bid" and "Alternative Bid". Alternative bid(s) which do not conform to the specifications, but meet the performance prescribed in, or the objectives of, these specifications may be submitted. However, only the Alternative Bid of the bidder(s) whose Main Bid is the lowest/most advantageous bid will be considered.
- 1.12. A bidder, who wishes to have its Alternative Bid(s) considered on an equal basis with all other (Main) Bids, must submit a Bid Bond/Bid Security for each Alternative Bid, an Alternative Bid must be submitted in a sealed envelope clearly marked "Alternative Bid", separate from the Main Bid.
- 1.13. The bidder(s) are expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to Bidding Documents in all respects will result in the rejection of the bid(s).
- 1.14. All prospective bidder(s) are advised to read carefully all terms & conditions mentioned in the Tender Documents prior to filling / submission of their quotation.
- 1.15. The Bidder/Supplier/Contractor/Agent must particularly note that in case of submission of forged document, withdrawal of bid during bid validity, fails or refuses to sign purchase order/contract, non-acceptance or meet the purchase/service order's terms & conditions, non-execution of work, non-submission of relevant bank guarantee as per tender terms, non-supplies as per specifications, non-fulfillment of contractual obligations, under performance, non-compliance of contractual obligations vital for execution, repeated non-performance, indulged in corrupt and fraudulent practices, tax evasion, criminal misappropriation by a court of competent authority or any other reason, Bidder/Supplier/Contractor/Agent will be liable to severe punitive action by the Purchaser/OGDCL leading to Blacklisting/Debarment in addition to any other legal action that shall be initiated.

**The procedure of Blacklisting/Debarment is uploaded on OGDCL's website at following link: <http://ogdcl.com/uploads/tender/BlackListingProcedure.pdf> which is an integral part of this Tender Document.**

- 1.16. Bank Guarantees as Bid Security/Bid Bond/Earnest Money/Performance Bond/ Advance Payment must be submitted strictly in accordance with the format of the Tender Document. Extension in any of these guarantees (if required), must be submitted in original 15 days before the expiry date, otherwise, OGDCL may proceed for encashment.
- 1.17. Bid Bond/Bid Security/Earnest Money/Performance Bond in shape of Pay Orders/Cash Deposit Receipt/ Demand Draft issued by a Pakistani Scheduled Bank (listed or not listed at Pakistan Stock Exchange) or a branch of foreign bank operating in Pakistan is acceptable. However, Bid Bond/Bid Security/Earnest Money/ Performance Bond/ Advance Payment in shape of Bank Guarantees will not be acceptable with the banks whose market price per share is quoted below the Par Value at Stock Exchange.

## **2. BID PRICES:**

- 2.1. Firm bid prices shall be quoted as per format of Schedule of Requirement (Annexure-A) duly filled-in, stamped and signed by authorized representative of Bidder(s). Prices must be quoted as per format of Schedule of Requirement (SOR).
- 2.2. The original bid along with Annexure(s) mentioned in the Mandatory Checklist shall be duly filled-in, signed and stamped by authorized representative of bidder(s) mentioning name and designation of the person (s) signing the bid.
- 2.3. Prices must be quoted in Pakistani currency inclusive of all taxes and duties, indicating unit price and total bid prices. GST must be quoted separately along with copy of GST

Certificate. Bids offering prices in foreign currency will be rejected. Conditional bid / bid having any price adjustment formula will be rejected.

- 2.4. Prices must be quoted including all charges like handling, loading, transportation and un-loading, Octroi and Zila Tax etc. for delivery of material at Purchaser's stores mentioned in the Schedule of Requirement (Annexure A).
- 2.5. Quoted prices shall be valid for the period mentioned in Annexure A from the opening date of the Technical Bid. Under Two Stage Two Envelope and Two Stage Bidding Procedures the bid validity shall be counted from the date of opening of final/supplementary financial proposals.
- 2.6. Technical brochure/literature confirming Size, Brand & Country of Origin of quoted items/material must be attached with the Technical Bid (where deemed necessary).
- 2.7. Any quotation not confirming to Clause 2.1 to 2.6 shall be rejected without any right of appeal.
- 2.8. OGDCL is entitled to avail concessionary rate of duty (5%) under the provision of S.R.O 678(I)/2004 for the material that are not manufactured locally. Bidders are advised to use this concessionary rate of duty and quote their most competitive prices observing laid down conditions of S.R.O 678(I)/2004. OGDCL will issue a letter to Custom Authorities to facilitate clearance of consignment by the successful bidder(s).
- 2.9. Bidder(s) who disclose quoted prices anywhere in the Technical Bid, under "Single Stage Two Envelop" and "Two Stage Two Envelope" bidding procedures, their bid shall be rejected.

### **3. BID SECURITY/ BID BOND:**

- 3.1. The bidder(s) shall furnish, as part of his bid, a Bank Draft/Call Deposit/Pay order/ Bank Guarantee (As per Annexure-F), in line with Instruction to Bidder Clause No.1.17, in favor of Purchaser as per amount mentioned in Tender Notice/SOR as Bid Security/ Bid Bond/Earnest Money with Technical Bid (No exemption of Bid Bond is allowed as per PPRA Rule 2004 whether the Bidder is from Public or Private Sector). Extension in Bid Bond in shape of Bank Guarantee (if required), must be submitted in original 15 days before the expiry date otherwise OGDCL may proceed for encashment.
- 3.2. Any Bid not accompanied by Bid Security/ Bid Bond/Earnest Money with Technical Bid shall be rejected without any right of appeal. Short Bid Security/ Bid Bond/Earnest Money will not be accepted. Crossed Cheque/Insurance Guarantee/Swift Message will also be not accepted.
- 3.3. The Bid Security/Bid Bond/Earnest Money shall be returned as per following manner:
  - 3.3.1 The Bid Security/ Bid Bond/Earnest Money of bidder(s) whose bid is rejected under Clause 2.7 will be returned forth-with.
  - 3.3.2 The Bid Security/ Bid Bond/ Earnest Money of Technically Non Responsive Bidder(s) shall be returned within two weeks of declaring the technical qualification.
  - 3.3.3 The Bid Security/ Bid Bond/ Earnest Money of the unsuccessful/financially higher bidder(s) will be released within two weeks of declaration of the successful bidder.
  - 3.3.4 The Bid Security/ Bid Bond/ Earnest Money of the lowest/most advantageous bidder(s) will be returned after authenticity/realization of Amount of Performance Bond.
  - 3.3.5 The Bid Security/ Bid Bond/ Earnest Money of the lowest/most advantageous bidder/ Supplier/Contractor where Performance Bond is not required shall be returned after complete delivery and inspection of the material/services.

- 3.4. The Bid Security/ Bid Bond shall be forfeited/confiscated if they:
- 3.4.1 Withdraw their bid during the period of bid validity. OR
  - 3.4.2. Fails to provide Performance and/or Advance Bank Guarantees. OR
  - 3.4.3. Submit Forged document in support of their bid. OR
  - 3.4.4 Fails to supply the short/wrong shipped items. OR
  - 3.4.5 Any other reason warranting the confiscation of the Guarantee. OR
  - 3.4.6 Fails to execute Purchase Order and/or Contract in accordance with the tenderdocument. OR
  - 3.4.7 In case of any loss or damage suffered by the Purchaser due to any of the aforementioned act of the bidder(s) is more than the Liquidated Damages, the Purchaser will be entitled to mitigate/recover the losses through encashment of Bid Securities/ Bank Guarantee(s)/Earnest Money(s) or forfeiture of Security furnished by the bidder in other procurement cases.

**4. SEALING AND MARKING OF BIDS:**

- 4.1. The bidder(s) shall furnish Technical & Financial Bid(s) in two separate sealed envelopes under Single Stage Two Envelope & Two Stage Two Envelope bidding procedure.
- 4.2. Technical Bids will be opened first.
- 4.3. Bid Security/ Bid Bond as mentioned in Press Tender Notice/SOR must be enclosed with Technical Bid.
- 4.4. Only Financial Bid(s) of Technically responsive bidder(s) will be opened publicly.
- 4.5. Financial Bids of technically non responsive bidder(s) will be returned after award of Local Purchase Order to successful bidder(s).
- 4.6. The bid(s) shall be submitted in a sealed envelope marked as under:

**MANAGER (LOCAL PROCUREMENT),  
SUPPLY CHAIN MANAGEMENT DEPARTMENT,  
OIL & GAS DEVELOPMENT COMPANY LIMITED,  
OGDCL HOUSE, 1st LOOR, G-6/F -6, JINNAH AVENUE,  
ISLAMABAD.**

- 4.7. The envelope shall also bear the word “CONFIDENTIAL” and following identifications: -

**TENDER NO: PROC-L( )«TENDER NO»  
FOR PROCUREMENT OF «Description» DON'T  
OPEN BEFORE (AS PER SCHEDULE MENTIONED IN THE TENDER  
NOTICE/SOR)**

**TECHNICAL/FINANCIAL BID(s) (INDICATE ONE ON EACH ENVELOPE)**

- 4.8. If the envelope is not marked, as instructed above, the Purchaser will assume no responsibility for the misplacement or premature opening of bid(s).

**5. DEADLINE FOR SUBMISSION OF BIDS:**

- 5.1. The bids must be delivered at the Reception of OGDCL House, Jinnah Avenue, Islamabad on or before as per schedule mentioned in Press Tender Notice/SOR and the same will be opened accordingly.

**6. LATE BIDS:**

- 6.1. Any bid received by the Purchaser after the prescribed deadline for submission of bids mentioned in Press Tender Notice/SOR will not be accepted and returned unopened to the bidder(s).

## **7. BID OPENING:**

- 7.1. The purchaser will open the Technical Bid, in the presence of bidder's representative(s) who may choose to attend on date, time and location mentioned above. Only Financial Bid(s) of Technically responsive bidder(s) will be opened publicly.
- 7.2. The bidder(s) names, bid prices including bid price modification and bid withdrawals, if any, will be announced at the time of financial bid opening.
- 7.3. The Purchaser will examine the bids to determine whether they are complete, no computational errors have been made, the required sureties have been furnished, documents have been properly signed, and the bids are generally in order.
- 7.4. Arithmetical errors found will be corrected as follows:
  - 7.4.1. Where there is a discrepancy between amount in figures and word, the amount in word will prevail.
  - 7.4.2. Where there is a discrepancy between the unit price and the total amount derive from the multiplication of the unit price and the quantity, the unit price as quoted will govern, unless there is an obvious gross arithmetical error in unit price, in which event, the extended amount quoted would prevail.
  - 7.4.3. In case the due date of bids opening falls on a holiday, the bids shall be opened on the next working day.

## **8. DETERMINATION OF RESPONSIVENESS:**

- 8.1. After opening of the bids, the purchaser will determine whether each bid is substantially responsive to the requirements of the bidding documents.
- 8.2. For the purpose of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviation. A material deviation is one which means inconsistent with the bidding document, affects in any substantial way the scope, quality or prescribed delivery schedule or which limits in any substantial way, the Purchaser's right or the bidder's obligation under the contract.
- 8.3. A bid determined to be a non-responsive will be rejected by the purchaser and shall not subsequently be made responsive by the bidder(s) by correction of the non-conformity.
- 8.4. The purchaser may waive any minor deviation non-conformity or irregularity in a bid, which does not constitute a material deviation, provided that the waiver does not prejudice or affect the relative standing order of other bidder(s).
- 8.5. To assist in determining a bid's responsiveness the bidder(s) may be asked for a clarification of his bid. The bidder(s) is not permitted, however, to change bid price or substance of his bid.
- 8.6. Technical Evaluation Report shall be placed on OGDCL's website for the information of all the Bidders. The Bidders may lodge a written complaint for redressal of their grievances and disputes to Dispute Resolution Committee within Seven (07) Days of the placement of the Technical Evaluation Report and Five (05) Days after placement of Final/Financial Evaluation Report on OGDCL's website.

After uploading of Final/Financial Evaluation Report, the complainant cannot raise any objection on Technical Evaluation Report, provided that the complainant may raise the objection on any part of the Final/Financial Evaluation Report in case where single stage single envelope bidding procedure is adopted.

Therefore, all bidders are advised to keep visiting OGDCL's website for knowing status / outcome of their bid proposals during Technical/Final Evaluation process. The detail mechanism of Grievance including Form is available at OGDCL website under the Title bar of Tenders, Grievances Committee.

**9. ISSUANCE OF LOCAL PURCHASE ORDER (LPO):**

- 9.1. The Purchaser will issue Purchase Order to the successful bidder(s) whose bid is determined to be lowest/ most advantageous.
- 9.2. Purchase Order and its General Terms & Conditions is available at Annexure-G.

**10. PERFORMANCE BOND:**

- 10.1. The successful bidder(s) will have to submit a Performance Bond in the shape of either Bank Guarantee (as per format attached at Annexure-H) or CDR or Pay Order/Demand Draft equal to 1% of total value of Contract in line with ITB Clause No.1.17, within fifteen days after issuance of Letter of intent. Extension in Performance Bond in shape of Bank Guarantee (if required), must be submitted in original 15 days before the expiry date otherwise OGDCL may proceed for encashment.
- 10.2. In case the successful bidder(s) fails to furnish Performance Bond as per Clause #10.1, the firm shall be debarred from participation in any future tender of the purchaser in addition to the action taken against such bidder(s) as per clause 3.4.
- 10.3. The Purchaser reserves the right to check the authenticity of Performance Bond from the concerned Bank.
- 10.4. The Performance Bond shall be confiscated if they:
  - 10.4.1 Fails to provide Advance Bank Guarantee (where applicable). OR
  - 10.4.2 Submit Forged document in support of their bid. OR
  - 10.4.3 Fails to execute Purchase Order and/or Contract in accordance with the terms& conditions of tender document/LPO/Contract. OR
  - 10.4.4 Fails to supply the short/wrong shipped items. OR
  - 10.4.5 Any other reason warranting the confiscation of the Guarantee. OR
  - 10.4.6 In case of any loss or damage suffered by the Purchaser due to any of the aforementioned act of the bidder(s) is more than the Liquidated Damages, thePurchaser will be entitled to recover the losses through encashment of Bid Securities/ Bank Guarantee(s)/Earnest Money or forfeiture of Security furnished by the bidder in other procurement cases.

**11. PAYMENT:**

- 11.1. Payment will be made as per terms & conditions of the Annexure A & D of Tender/Purchase Order(s) and/or Contract.
- 11.2 In cases, where payment has to be made after delivery, the payment shall be made after furnishing the required documents mentioned in Clause No.6(b) of General Terms & Conditions of Annexure G of LPO.

**12. DELIVERY SCHEDULE:**

- 12.1. Delivery of required material against this tender is to be completed as soon as possible from the date of receipt of firm Purchase Order, excluding a grace period of 07 days allowing for postal delivery of Purchase Order/ issuance of advance payment cheque.

**13. EXTENSION IN THE DELIVERY PERIOD:**

- 13.1. Delivery of the goods shall be made by the supplier in accordance with the delivery schedule given in Purchase Order.
- 13.2. The supplier may claim extension of the time limits as set forth in the Purchase Order in case of: -
  - 13.2.1. Changes in the specifications of goods, material & equipment by the Purchaser.
  - 13.2.2. Delay in provision of clarifications regarding material, drawings and services by the Purchaser.
  - 13.2.3. Force Majeure pursuant to Clause # 15.



- 13.3. Justified reasons subject to a written request high-lighting the same within a period of seven working days prior to expiry of delivery period mentioned in Purchase Order.
- 13.4. It should be noted that a request for extension in delivery period shall be considered only if the supplier agrees in writing to pay any increase in taxes or any other charges levied by the Government during the extended delivery period. Purchaser shall not bear any additional price increase during the extended period.
- 13.5. In case of extension in delivery period, the supplier will extend validity of Performance Bond accordingly at his cost.
- 13.6. If the supplier fails to supply the ordered material for any reason, within stipulated time, the Performance Bond shall be forfeited.

**14. LIQUIDATED DAMAGES:**

- 14.1. Subject to clause 16 of Tender Document, If the supplier/contractor fails to deliver any or all of the goods/services within the time period(s) specified in the LPO/Contract, the Purchaser shall, without prejudice to other remedies under the LPO/ Contract, deduct from the contract price / Bank Guarantee as liquidated damages, a sum not more than 0.5% of the LPO/contract price per week or part thereof for first four weeks, 1.00% per week for next four weeks and 1.5% per week exceeding four weeks upto maximum extent of 10% of the LPO/contract value.
- 14.2. In case the Purchaser is satisfied that the delayed / defective 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 LPO/contract value of the delayed/defective shipment provided that the contractor takes immediate remedial measures for the-replacement of defective shipment and takes prompt steps to mitigate the delay. The Purchaser may however, impose Liquidated Damages as per (a) above if the delayed or defective shipment has affected the project completion schedule or has resulted in production losses.
- 14.3. 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 and to forfeit the Guarantee (if applicable) after intimating the supplier for such cancellation / forfeiture.

**15. FORCE MAJEURE:**

- 15.1. The supplier shall not be liable for penalty for delay in delivery of ordered goods, if, and to the extent delay in delivery or other failure to perform his obligation under the Purchase Order, of being the result of occurrence of Force Majeure i.e. causes such as natural calamities, war, civil disturbance, military action, fire as well as other circumstance proved to the satisfaction of the Purchaser to be beyond the reasonable control of the supplier, which may impede the fulfillment of the obligations under the Purchase Order.
- 15.2. The supplier shall notify the Purchaser promptly of the occurrence of Force Majeure and submit his case in writing within 07 days of such occurrence.
- 15.3. If any of the party is prevented to fulfill its assumed obligations by Force Majeure of constant duration of at least one month, the party shall meet for negotiation. If no satisfactory agreement is reached within a period of two months from the commencement of the Force Majeure conditions, either party shall have the right to cancel the Purchase Order with immediate effect.

**16. INSPECTION AND TEST:**

- 16.1. The Purchaser's representative(s) shall have the right to inspect and/or test the goods

to confirm their conformity with respect to specifications mentioned in the Purchase Order. The representative of Supply Chain Management Department will witness the inspection (where so required).

- 16.2. Should any inspected or tested goods fail to conform to the specifications the purchaser shall reject them and supplier shall replace the rejected goods. All costs incurred on such replacement shall be entirely born by the supplier.
- 16.3. Rejected material shall be moved / replaced by the supplier within 07 days from the receipt of letter/fax issued by the SCM Department. The supplier shall be liable for the storage charges @ ½% (half percent) of the cost of rejected material on every day basis, if the same is not removed within seven days.
- 16.4. Acceptance/rejection of the material by 3<sup>rd</sup> party (where required) will be final and binding on both the parties.

**17. WARRANTY:**

- 17.1. The supplier shall warrant that all goods supplied under Purchase Order shall be according to specifications given in Purchase Order and approved drawings/ design etc. Any deviation in material, drawing/design (where applicable) will be replaced by the supplier at his cost.
- 17.2. The Purchaser shall promptly notify the supplier in writing, of any claims arising under this warranty.
- 17.3. The supplier will invariably provide warranty/guarantee of spare and consumables.

**18. QUALIFICATION OF SELECTED BIDDER(S):**

- 18.1. The Purchaser will determine to its satisfaction whether the bidder(s) selected as having submitted the lowest/most advantageous bid qualifies to satisfactorily perform the order.
- 18.2. The determination will take into account the bidder(s) financial, technical & production capabilities, availability of items ordered for. The bidder(s) shall provide necessary documents as proof along with the bid.
- 18.3. Any affirmative determination will be a pre-requisite for award of the Purchase Order to the bidder(s). A negative determination will result in rejection of the bid.
- 18.4. The Purchaser reserves the right at the time of award of order to increase or decrease to a reasonable extent in the quantity of goods specified in the Tender Document without any change in price or other terms and conditions.

**19. ADVANCE BANK GUARANTEES:**

- 19.1 The successful bidder(s) will have to submit a Bank Guarantee as per format attached at (Annexure-I) as per Tender Document Clause No.1.17 equal to the amount of advance, if allowed under Tender terms within the period specified in the Letter of Intent. Extension in Advance Payment Bank Guarantee (if required), must be submitted in original 15 days before the expiry date otherwise OGDCL may proceed for encashment.
- 19.2 The Purchaser reserves the right to check the authenticity of Advance Bank Guarantee from the concerned Bank.
- 19.3 The Advance Bank Guarantee will be confiscated if they:
  - 19.3.1 Submit Forged document in support of their bid. OR
  - 19.3.2 Fails to execute Purchase Order and/or Contract in accordance with the terms & conditions of tender document/LPO/Contract. OR
  - 19.3.3 Fails to supply the short/wrong shipped items. OR
  - 19.3.4 Any other reason warranting the confiscation of the Guarantee. OR
  - 19.3.5 In case of any loss or damage suffered by the Purchaser due to any of the aforementioned act of the bidder(s) is more than the Liquidated Damages, the Purchaser will be entitled to recover the losses through encashment of Bid Securities/ Bank Guarantee(s)/Earnest Money or forfeiture of Security furnished by the bidder in other procurement cases.

19. You are encouraged to inform Managing Director & General Manager (SCM) on the following addresses/ contacts, in case where any OGDCL employee ask for any type of favor whether monetary or in kind: -

<b>DESIGNATION</b>	<b>ADDRESS</b>	<b>TEL #</b>	<b>FAX #</b>	<b>E. MAIL</b>
<b>Managing Director</b>	<b>OGDCL HOUSE, JINNAH AVENUE, ISLAMABAD</b>	<b>051-9209701</b>	<b>051-9209708</b>	<b>md@ogdcl.com</b>
<b>General Manager (Supply Chain Management)</b>		<b>051-920023540</b>	<b>051-9215090</b>	

**BIDDING FORM (TECHNICAL BID)**

**Oil & Gas Development Company Limited,**  
Supply Chain Management Department,  
OGDCL House, Jinnah Avenue,  
**Islamabad.**

Gentlemen,

1. Having examined the Bidding Documents including the specifications, the receipt of which is hereby acknowledged, we the undersigned offer to supply & deliver \_\_\_\_\_ in conformity with drawings, specifications of goods and conditions of Tender Document.
2. We undertake if our bid is accepted, to commence delivery within \_\_\_\_\_ days (Please specify days) from the date of receipt of your firm Purchase Order.
3. If our bid is accepted, we will provide the Performance Bond equal to 10% of the Purchase Order excluding GST, for due performance of the purchase order.
4. We agree to abide by all the terms & conditions of the tender for the period of \_\_\_\_\_ days from the opening of technical proposal & it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extension thereof agreed by us.
5. Until a formal Purchase Order is placed, this bid, together with your written acceptance thereof, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest priced or any bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

(Signature)  
(In the capacity of )

Duly authorized to sign Bid for and on behalf of

\_\_\_\_\_

(Signature of Witness)

Name: - \_\_\_\_\_

Address:- \_\_\_\_\_

\_\_\_\_\_

**BIDDING FORM (FINANCIAL BID)**

**Oil & Gas Development Company Limited,**  
Supply Chain Management Department,  
OGDCL House, Jinnah Avenue,  
**Islamabad.**

Gentlemen ,

1. Having examined the Bidding Documents including the specifications, the receipt of which is hereby acknowledged, we the undersigned offer to supply & deliver \_\_\_\_\_

in conformity with drawings, specifications of goods and conditions of Tender for the sum of Rs. \_\_\_\_\_ *(Total bid amount in words)* (inclusive of all taxes with GST) or such other sum as may be ascertained in accordance with the said conditions.

2. Until a formal Purchase Order is placed, this bid, together with your written acceptance thereof, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest priced or any bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

(Signature)  
(In the capacity of)

Duly authorized to sign Bid for and on behalf of

\_\_\_\_\_

(Signature of Witness)

Name: - \_\_\_\_\_

Address:- \_\_\_\_\_

\_\_\_\_\_

**(TO BE ATTACHED WITH TECHNICAL BID)**

**BID SUMMARY SHEET**

**TENDER NO. PROC-L / \_\_\_\_\_**  
**For procurement of \_\_\_\_\_**

1. Bidder Name \_\_\_\_\_  
Address, Phone & Fax No: \_\_\_\_\_  
E-mail address \_\_\_\_\_
2. Manufacturer Name & \_\_\_\_\_  
Country of Origin: \_\_\_\_\_  
\_\_\_\_\_
3. Items Quoted:(give serial no. only): \_\_\_\_\_  
\_\_\_\_\_
4. Price Validity: \_\_\_\_\_
5. Offered Delivery Period: \_\_\_\_\_
6. Payment Terms: \_\_\_\_\_
7. GST Registration No. \_\_\_\_\_
8. Bidding Form (Annexure-B attached with Technical Bid): Yes No
9. Bid Security/Bid Bond must be attached with Technical Bid Yes No  
(No exemption of Bid Bond is allowed as per PPRA Rule 2004  
whether the bidder is from Public or Private Sector):
10. Annexure-N on Non-Judicial Stamp Paper duly attested by Notary Public Yes No  
(To be attached with Technical Bid)
11. Any Deviation: \_\_\_\_\_

Signature \_\_\_\_\_

Name & Designation \_\_\_\_\_

**(TO BE ATTACHED WITH FINANCIAL BID)**

**BID SUMMARY SHEET**

**TENDER NO. PROC-L / \_\_\_\_\_**  
**For procurement of \_\_\_\_\_**

1. Bidder Name \_\_\_\_\_  
Address, Phone & Fax No \_\_\_\_\_  
E-mail address \_\_\_\_\_
2. Manufacturer Name & \_\_\_\_\_  
Country of Origin: \_\_\_\_\_
3. Items Quoted:(give serial no. only): \_\_\_\_\_  
\_\_\_\_\_
4. Total FOR Price: \_\_\_\_\_ Rs \_\_\_\_\_  
(Inclusive of all taxes except GST)
5. Total FOR Price (Inclusive of all taxes with GST): \_\_\_\_\_ Rs \_\_\_\_\_
6. GST Registration No. \_\_\_\_\_
7. Bidding Form (Annexure-C attached with financial bid): Yes No
8. Any Deviation: \_\_\_\_\_

Signature \_\_\_\_\_

Name & Designation \_\_\_\_\_

**SPECIMEN OF BANK GUARANTEE AS BID SECURITY/BID BOND/EARNEST MONEY**

Guarantee # : \_\_\_\_\_  
Date of Issue : \_\_\_\_\_  
Date of Expiry : \_\_\_\_\_  
Amount : \_\_\_\_\_

OIL & GAS DEVELOPMENT COMPANY LIMITED  
Supply Chain Management Department  
OGDCL House, Jinnah Avenue,  
**Islamabad.**

In consideration of \_\_\_\_\_ hereinafter called "THE BIDDER" HAVING SUBMITTED THE ACCOMPANYING Bid against Tender No. \_\_\_\_\_ and in consideration of value received from (the bidder above), we hereby agree to undertake as follows::

1. To make unconditional payment of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) up on your written demand without further recourse, question or reference to the BIDDER or any other person in the specified Bid after 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 Purchaser during the period of bid validity:
  - a) fails to execute Purchase Order and/or Contract in accordance with the tender document, **OR**
  - b) fails or refuses to furnish Performance Bond in accordance with tender document, **OR**
  - c) withdraws its bid during the period of bid validity, **OR**
  - d) If the documents are found forged at any stage, **OR**
  - e) Fails to supply the short/wrong shipped items or any other reason warranting the forfeiture.
2. To accept written intimation(s) from you as conclusive and sufficient evidence of the existence of a default or non-compliance as aforesaid on the part of the BIDDER and to make payment accordingly within 03 (three) days of receipt of the written intimation.
3. No grant of time or other indulgence to or composition or arrangement with the Bidder in respect of aforesaid Bid with or without notice to us shall affect this Guarantee and our liabilities and commitments hereunder.
4. This guarantee shall be binding on us and our successors in interest and shall be irrevocable.

**(BANKER)**





**GENERAL TERMS AND CONDITIONS**

1. **GENERAL:** These terms and conditions shall form an integral part of this Local Purchase Order and both the Supplier/Seller and the Purchaser shall be bound by all the provisions contained hereunder.
2. **DELIVERY:**
  - a. The material strictly according to specification must be delivered through Delivery Challan in triplicate at the place and within the time mentioned in this order (on reverse) by you at your own expenses {excluding a grace period of 07 (seven) days for postal delivery of this Purchase Order}.
  - b. Time is of the essence of this order.
3. **EXTENSION IN SUPPLY PERIOD:** Supply period may be extended in exception cases provided that;
  - a. Force Majeure case is established by the Supplier.
  - b. A written request is made within a week time before expiry of supply period.
4. **INSPECTION:** All items of this order will be subject to acceptance/rejection by the Inspection Committee/3rd Party Inspector (if required), who will give its decision within 07 days of receipt of material. Rejected material shall be removed / replaced by the Supplier within 07 days from the date of receipt of letter/fax, issued by the SCM Deptt. The Supplier will be liable to pay storage charges @ ½ % of the cost of rejected material on every day basis if the same is not removed within 07 days. After 07 days the penalty will be charged at the rate of 5% per day with the supplier's maximum liability under this clause not to exceed 5% of the total value of the Purchase Order.
5. **LIQUIDATED DAMAGES:**
  - a. Subject to clause 16 of Tender Document, If the supplier/contractor fails to deliver any or all of the goods/services within the time period(s) specified in the LPO/Contract, the Purchaser shall, without prejudice to other remedies under the LPO/contract, deduct from the contract price / Bank Guarantee as liquidated damages, a sum not more than 0.5% of the LPO/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 LPO/contract value.
  - b. In case the Purchaser is satisfied that the delayed / defective 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 LPO/contract value of the delayed/defective shipment provided that the contractor takes immediate remedial measures for the replacement of defective shipment and takes prompt steps to mitigate the delay. The Purchaser may however, impose Liquidated Damages as per
    - (a) above if the delayed or defective shipment has affected the project completion schedule or has resulted in production losses.
  - c. 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 and to forfeit the Guarantee (if applicable) after intimating the supplier for such cancellation / forfeiture.
6. **DOCUMENTATION FOR PAYMENT:**
  - a. 1/5 withholding tax will be deducted from your payment in following manners:
    - i. No deduction of withholding tax for imported goods and value added tax has been paid at the time of import stage.
    - ii. 1/10th of withholding Sales Tax will be deducted for Local goods (Distributors, Wholesalers, Dealers including Petroleum Dealers, Retailers).
    - iii. 1/5th of withholding Sales Tax will be deducted for Locally Manufacturers and Importers.
    - iv. 1% of withholding Sales Tax will be deducted for sales tax un-registered firms.
  - b. Following documents must be provided directly to Manager (Accounts), OGDCL House, Islamabad for processing the case to release payment:
 

Accountable Documents	To be provided by
i. Original Commercial Invoice(s) (as per LPO) having NTN/CNIC Numbers	Vendor -
ii. Original Sales Tax Invoice(s) alongwith Copy of Annexure "C" issued by FBR	Vendor -
iii. Original Freight/Insurance Invoice (where applicable)	Vendor -
iv. Original Delivery Challan duly signed & Stamped by Location/Store Incharge	- I/c Store
v. Original / System generated LRS duly signed & Stamped by Location/Store Incharge	- I/c Store
vi. Original / System generated Inspection Report duly signed & Stamped by Location/ Store Incharge	-I/c Store
vii. Copy of valid Professional Tax Paid/Clearance Certificate	Vendor
viii. Copy of National Tax Number Certificate (NTN)	Vendor -
ix. Copy of General Sales Tax Number Certificate (GST)	Vendor -
x. Completion Certificate duly signed & stamped (where applicable)	- I/c Store
xi. Copy of valid Tax Exemption Certificate (if any)	Vendor -

**Note:** No payment will be processed in the absence of above mentioned documents. Vendors are advised to submit complete documents mentioned above to avoid delay in processing of the payment.
7. You are encouraged to inform the M.D. and Head of Department(s) on the following addresses/contacts, in case where any OGDCL employee asks for any type of favour whether monetary or in kind:
 

DESIGNATION	ADDRESS	TEL #	FAX #	E. MAIL
MANAGING DIRECTOR	OGDCL HOUSE, JINNAH AVENUE, ISLAMABAD	051-9209701	051-9209708	
GENERAL MANAGER (SUPPLY CHAIN MANAGEMENT)		051- 920023511	051-9209859	
8. **GOVERNING LAW:** This Local Purchase Order and any matter relating thereto shall be governed by the laws of Pakistan.
9. **WARRANTIES:** Supplier/Seller warrants that all goods, material, equipment or services furnished hereinabove will conform strictly to the Purchaser's specifications.
10. **TITLE:** Supplier/seller warrants that the goods, material, equipment shall be delivered free from any and all security interests, liens, encumbrances and claims of any nature.
11. **COMPLIANCE WITH LAWS:** Supplier/seller agrees to indemnify the Purchase for any loss, damage or cost suffered by the Purchaser as a consequence of the Supplier/seller's failure, deliberate or otherwise, to comply with any applicable laws, rules, regulations or orders/directives of any public sector entity and/or Government.
12. **ARBITRATION:** Any dispute, difference or question arising out of or in respect of this Purchase Order shall be settled by arbitration in accordance with the Arbitration Act, 1940.
13. **ACKNOWLEDGEMENT:** Please acknowledge receipt of this order within 03 days otherwise acceptance of all contents of LPO will be assumed.

## ANNEXURE - H

### SPECIMEN OF BANK GUARANTEE AS PERFORMANCE BOND

Guarantee # \_\_\_\_\_  
Date of issue :- \_\_\_\_\_  
Date of expiry:- \_\_\_\_\_  
Amount :- \_\_\_\_\_

#### **Oil & Gas Development Company Limited**

Supply Chain Management Department  
OGDCL House, Jinnah Avenue,  
Islamabad.

In consideration of your issuance of Local Purchase Order and/or Contract No \_\_\_\_\_ to M/s. \_\_\_\_\_ called supplier and/or Contractor and in consideration for value received from supplier and/or Contractor we (Please mention name of Bank) at the request of M/s. \_\_\_\_\_ (Please mention name of supplier and/or Contractor) hereby agree and undertake as:-

1. To make unconditional payments to you as called upon 10% of the value of the LPO and/or Contract (please mention amount of guarantee in words and figures) mentioned in the said LPO and/or Contract on your return demands without further recourse, question or reference to supplier and/or Contractor or any other person in the event of default, non-performance or non-fulfillment by supplier and/or Contractor of his obligations, liabilities, responsibilities or any of the following reasons under the said LPO and/or Contract which you shall be the sole judge:
  - a. Fails to provide Advance Bank Guarantee (where applicable).
  - b. Submit Forged document in support of their bid.
  - c. Fails to execute Purchase Order and/or Contract in accordance with the terms & conditions of tender document/LPO/Contract
  - d. Fails to supply the short/wrong shipped items.
  - e. Any other reason warranting the confiscation of the Guarantee.
2. To accept return intimation from you as conclusive and sufficient evidence of existence if a default or breach as aforesaid on the part of supplier and/or Contractor and to make payment accordingly within 03 (Three) days of receipt thereof.
3. To keep this guarantee in full force from the date hereof until the expiry of the Contract.
4. that no grant of time or other indulgence to, amendment in the terms of LPO and/or Contract by agreement between the parties or imposition or agreement with LPO and/or Contract in respect of the performance of this obligations under the said agreement, with or without notice to us shall in any manner discharged or otherwise affect this guarantee and our liabilities and commitments there under.
5. This guarantee shall be binding on us and our successor's interest and shall be irrevocable.
6. This guarantee shall not be affected by any change in the constitutions of the Guarantor Bank or the supplier and/or Contractor.

(BANKER)

*Note: The PBG should be valid for 100% value to cover the delivery of the last consignment/ completion of project whichever is later plus 08 weeks\*.*

*\* 08 weeks are required to cover the period for authenticity of PBG, inspection and clearance period and minor extension in delivery period (in any) etc.*

**BANK GUARANTEE AS ADVANCE PAYMENT**

Guarantee # \_\_\_\_\_  
Date of issue :- \_\_\_\_\_  
Date of expiry:- \_\_\_\_\_  
Amount :- \_\_\_\_\_

**Oil & Gas Development Company Limited**  
Supply Chain Management Department  
OGDCL House, Jinnah Avenue,  
**Islamabad.**

1. WHEREAS M/s \_\_\_\_\_ (hereinafter called the Supplier) have requested us to furnish a Bank Guarantee for Pak Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) being \_\_\_\_\_% advance of the ordered value of Pak Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) in respect or LPO # IBA/ issued on \_\_\_\_\_.
2. AND IN CONSIDERATION of your paying an advance of Pak Rs. \_\_\_\_\_, Rupees ( \_\_\_\_\_) hereby guarantee to pay on demand a sum of Pak Rs. \_\_\_\_\_.

WE ALSO HEREBY AGREE:

- a) to make unconditional payment of maximum amount of Pak Rs. \_\_\_\_\_ without any question and without referring to the Supplier.
- b) to keep the guarantee in force till \_\_\_\_\_.
- c) to extend the period of enforceability of this guarantee if it becomes necessary to you and agreed to by us.
- d) we further undertake not to revoke this guarantee during its specified duration as above state except with your consent.

(BANKER)

*Note: The Advance Bank Guarantee should be valid for 100% value to advance till 06 weeks\* from the date of the delivery of last consignment/ completion of project whichever is later.*

\* 06 weeks are required to cover the period for authenticity of Advance Bank Guarantee, preparation of advance cheque etc.

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.**  
**CERTIFICATE**

Submitted to OGDCL with the reference to Purchase Order No. \_\_\_\_\_ hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privileges or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any corrupt business practice.

Without limiting the generality of the foregoing, the Seller/ Supplier 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 be given or agree to give to anyone within or outside Pakistan either directly or indirectly through any national or juridical person, including its affiliate, agent, associate, broker, consultant, briber, finder's fee or kickback, whether described as consultant fee or otherwise, with the object of obtaining or including the procurement of a contract right, interest, privilege or other obligation or benefit in whatsoever form from GOP except that privilege or other obligation or benefit in whatsoever form from GOP except that which has been expressly declared pursuant hereto.

The Seller/Supplier certifies that it has made and will make full disclosure of all agreement and arrangements with all persons in respect of or related to the transaction with GOP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

The Seller/ Supplier accepts full responsibility and strict liability for making any false declaration not making full disclosure, mis-representing 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 GOP under any law, contract or other instrument, be voidable at the option of GOP.

Notwithstanding any rights and remedies exercised by GOP in this regard, the Seller/ Supplier agrees to indemnify GOP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GOP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Seller/Supplier 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 GOP.

For & On Behalf of  
Seller/ Supplier

*(WHERE APPLICABLE, TO BE SUBMITTED ON DEMAND OF OGDCL)*

**FAIR PRICE CERTIFICATE**

WE M/S \_\_\_\_\_ HEREBY CERTIFY  
THAT PRICES QUOTED BY US AGAINST OIL AND GAS DEVELOPMENT LIMITED TENDER  
ENQUIRY NO. PROC-L \_\_\_\_\_ ARE THE LOWEST AND  
MOST COMPETITIVE AS GENERALLY APPLICABLE TO ALL OTHER BUYERS AND OR SOLD  
THROUGH OUR AGENTS AS PER PREVAILING INTERNATIONAL MARKET AS ON THE  
DATE OF QUOTE AND IF IT IS ESTABLISHED AT ANY STAGE THAT THESE WERE HIGHER  
WE SHALL BE HELD RESPONSIBLE AND AGREE TO PAY IMMEDIATELY THE  
DIFFERENTIAL TO OIL & GAS DEVELOPMENT COMPANY LIMITED.

SIGNATURE AND SEAL OF THE  
*MANUFACTURER/SOLE AGENT/AUTHORIZED  
DEALER*

NOTE: FAIR PRICE CERTIFICATE WILL BE REQUIRED, IN CASE SINGLE BID IS  
FOUND TECHNICALLY RESPONSIVE IN THE RESPECTIVE TENDER.

(On official letter-head of the contractor)  
To be signed by the Chief Executive of the  
bidding company or a representative duly  
authorized by board resolution.

**Integrity and Ethics Undertaking**

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

- a) That we will not directly or through any other person or firm, offer, promise or give to any of the employees of OGDCL involved in or relevant to the execution of the contract any gain, pecuniary benefit or facilitation payment in order to obtain in exchange any advantage of any kind whatsoever during the execution of contract or at any stage thereafter.
- b) That we did not enter with any bidder into any undisclosed agreement or understanding either formal or informal to restrict competitiveness or to cartelise in the bidding process.
- c) That we will ensure that the remuneration of agents (*if engaged*) is appropriate and for legitimate services only.
- d) That we will not use subcontracts, purchase orders or consulting agreements as means of channeling payments to employees of OGDCL.
- e) That we will not and have not committed any offence under the Pakistan Penal Code, Prevention of Corruption Act or National Accountability Ordinance to achieve any advantage, gain or benefit during the tender process or the execution of contract.

We further understand and acknowledge that any violation or transgression of the above mentioned principles will attract disqualification from doing business with OGDCL and may also result in permanent exclusion from future contact award processes.

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

For and on behalf of \_\_\_\_\_  
Tender No. \_\_\_\_\_  
Contract No \_\_\_\_\_

*(On official letter-head of the bidder)*

To be signed by the Chief Executive of the bidding company or a representative duly Authorized by board resolution.

**Integrity and Ethics Undertaking**

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

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

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

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

For and on behalf of \_\_\_\_\_  
Tender No. \_\_\_\_\_



Form 4

**Mandatory for participation in Bidding Process**

**AFFIDAVIT**

**(To be attached with Technical bid)**

I.....S/o....., aged.....year, working as Proprietor/ Managing Partner / Director of M/s.....having its register office at .....do hereby solemnly affirm and declare on oath as under:

1 That I am competent to swear this affidavit/undertaking being proprietor/one of the partners/Director of M/s.....

2 That M/s.....is a proprietorship / partnership firm / company is participating in tender process conducted by OGDCL.

3 That I hereby confirm and declare that none of my/our group /sister concern/associate company is participating/submitting this tender.

4 That I hereby confirm and declare that my/our firm/company M/s \_\_\_\_\_ and my/our firm/ group/ company/ sister concern / associate company or any of its directors have not been blacklisted/de-listed by any institutional agencies / Govt. Dept. / Public sector / foreign country, international organization or other foreign institutions.

5. That there is no change in the Name & Style, Constitution and Status of the firm, after Pre-qualification.

2. That I further undertake that in case any of the facts contained above and in-our application is round other-wise or incorrect or false at any stage, my/our firm/company/ group/sister concerns/ associate companies shall stand debarred from the present and future tenders of the OGDCL.

*(Signature of the Proprietor/ Managing Partner/Director with Seal)*

DEPONENT

Verified at \_\_\_\_\_ on \_\_\_\_\_ that the contents of paras 1 to 6 of this affidavit are true and correct to best of my knowledge and no part of this is false and nothing material has been concealed or falsely stated therein.

*(Signature of the Proprietor/ Managing Partner/ Director with Seal)*

DEPONENT

*(Signature & Seal of Notary)*

**Note: The procedure of Blacklisting / Debarment is uploaded on OGDCL's website at following link: <http://ogdcl.com/uploads/tender/BlackListingProcedure.pdf> which is an integral part of this Tender Document.**



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

Material : **Supply of 96,000 M.Tons barite powder for three years**

**Due Date:**

Tender Enquiry No: **PROC/LF/PT/18620A/21**

Bid Bond Value : **RS.6,000,000.00**

EVALUATION WILL BE CARRIED OUT ON FULL

Attachment(if any) : **YES**

Sr No	Description	Quantity	Make/Brand offered	Unit	Unit Price (PKR) Inclusive Of All Taxes Except GST	Unit Price (PKR) Inclusive of GST	Total Price (PKR) Inclusive of GST	Delivery Period Offered	deviation from Tender Spec. If Any
1	BARITE POWDER (2022-2023).	32000		Metric Ton					
2	BARITE POWDER (2022-2023).	32000		Metric Ton					
3	BARITE POWDER (2022-2023).	32000		Metric Ton					

**Special Note:** The prospective bidders also download the master set of Tender Document

- The prospective bidders may keep in touch with OGDCL web site for downloading the clarifications/amendments (if any) issued by OGDCL.
- BID VALIDITY 180 DAYS FROM TECHNICAL BID OPENING. PAYMENT AFTER DELIVERY WITH PART DELIVERY PART PAYMENT. DELIVERY ON EX-FACTORY BASIS ON AS & WHEN REQUIRED BASIS IN 10 DAYS AFTER RECEIVING WRITTEN NOTICE FOR DELIVERY FROM OGDCL.



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

**Mandatory Checklist**

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

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



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

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

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

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

**TECHNICAL SPECIFICATIONS SHEET OF**  
**BARITE POWDER**

Barite is the largest consuming item among the mud additives and is used as weighting agent in the drilling fluid for controlling the subsurface formation pressure during drilling as well as work-over operations.

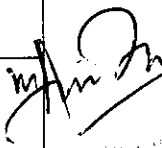
Each bidder should invariably mention the exact value of the properties of their quoted product. Only to write "conforming to" or "OK" will not be sufficient.

**A) TECHNICAL SPECIFICATIONS**

<b>SR. NO.</b>	<b>PHYSICAL PROPERTIES</b>	<b>REQUIRED SPECIFICATIONS</b>	<b>EXACT VALUE OF THE OFFERED PRODUCT</b>
01.	Density	4.20 g/cm <sup>3</sup> (Minimum)	
02.	Water Soluble Alkaline Earth Metals as Calcium	250 mg/Ltr. (Maximum)	
03.	Residue on US Sieve No. 200 (Wet screen analysis)	3% by weight (Maximum)	
04.	Residue on US Sieve No. 325 (Wet Screen analysis)	5% by weight (Minimum)	

**B) NECESSARY DATA**

<b>SR. NO.</b>	<b>DESCRIPTION</b>	<b>TO BE FILLED IN BY THE BIDDER</b>
01.	Name of Bidder	
02.	Complete address, telephone, e-mail and fax numbers of bidder	
03.	Name of the Mine Owner (Producer) / Leaser	
04.	Name of Authorized Signatory of Mine Owner (Producer) / Leaser.	
05.	Complete address, telephone, e-mail and fax number of Mine Owner (Producer) / Leaser.	
06.	Website of the quoted Mine Owner (Producer) / Leaser.	

  
Muhammad A. ...  
E. Director ...  
Ext: 3503

07.	Name, Designation, Phone / fax and e-mail of contact person of quoted Mine Owner (Producer) / Leaser.	
08.	Brand name of Product	
09.	Minimum shelf life of the quoted product.	
10.	Annual Production Capacity (with Documentary Proof)	

C) Names of clients/ sales achievements (Oil & Gas Sector only) other than OGDCL to whom supplied the quoted product (not less than 1,000 M.Ton/ Year), including at least **02 (Two)** companies to whom supplied the quoted product in bulk quantity (not less than 10,000 M.Ton / Year) with contract numbers and quantities during the last Ten (10) years commencing from year 2012 as a proof of Ten years' experience. OGDCL, if required, may demand verification.

Sr. No.	Names of Clients with Address, Telephone Nos. and E-Mail	Contract / Purchase Order Nos. with date	Quantity Supplied (M.Ton)

D) **NECESSARY ATTACHMENTS:**

01	Product Data Memorandum in original printed by Mine Owner (Producer) / Leaser.	Attached/ Not attached
02	Material Safety Data Sheets in original printed by Mine Owner (Producer) / Leaser.	Attached/ Not attached
03.	Valid API Certificate for the production of API Barite.	Attached/ Not attached
04	Original authority letter issued by Mine Owner (Producer) / Leaser to the bidder for quoting their product	Attached/ Not attached
05	Valid authentic certificate as a proof for ownership of the Mine / Lease for the quoted product from any Govt. Authority / Chamber of Commerce.	Attached/ Not attached
06	Company profile with manufacturing capability/ capacity & experience of last 10 years.	Attached/ Not attached
07	2 Kg sample of offered product.	Provided/ Not provided

**E) PACKAGING FOR BARITE POWDER:**

Barite Powder should be packed in 1.0 / 1.5 M. Ton export quality new jumbo bags having thick, high density inner polythene liner for rendering the material completely moisture proof. The loops for lifting bags must be from top to bottom and capable to lift 1.0 / 1.5 M.Ton material. The packaging of the Barite Powder should be of international standards and capable to safe transportation during road journey from factory to OGDCL Stores & Stores to well site and to withstand prolonged & harsh weather conditions at the storage points and at the well sites / locations.


**F) MARKING:**

Each bag should have clearly legible marking, as given below;

- (a) Name of the product.
- (b) Name of the Mine Owner (Producer) / Leaser
- (c) Date/month/ year of production
- (d) Minimum shelf life
- (e) Supply order number against which supplies are made.
- (f) Lot No. \_\_\_\_\_/ Batch No. \_\_\_\_\_.

**G) INSTRUCTIONS TO THE BIDDERS/ TERMS & CONDITIONS:**

1. **Evaluation Criteria** is full consignment wise basis and contract would be signed with Technically Responsive and Financially Lowest bidder.
2. The Mine Owner (Producer) / Leaser of the quoted product must be an **API certified** producer and have minimum **10** years' experience of producing/ processing/ manufacturing & supplying of indented chemical to Oil & Gas Sector specifically, duly supported by valid authentic **Certificate** as a proof for Mine Owner (Producer) / Leaser of the quoted products.
3. **Minimum shelf life** of the quoted products **should not be less than 03 years.**
4. Technical Specifications Sheet of the quoted products duly filled-in must be enclosed in the technical bid.
5. Technical bids will be evaluated, keeping in view the track record of **Bidder & Mine Owner (Producer) / Leaser** and the bids will be declared technically non-responsive if the previous performance of any of the stated entities, all the associated subsidiary undertaking whether by way of common directorship, common management and control share holding or direct or indirect control through directors prove to be unsatisfactory and accordingly stand disqualified from participating in OGDCL tenders or contracts.
6. An authority letter in original issued by the Mine Owner (Producer) / Leaser for allowing the bidder to quote their product for this particular tender enquiry, duly signed/stamped, must be attached with the technical bid in case the bidder is not manufacturer.
7. All the bidders must have to provide/ submit the **2 Kg sample** of the quoted product along with technical bids at the time of bid submission.

8. OGDCL average annual consumption is approximately 25,000 - 32,000 M.Ton per year. However, the quantities of indented material can be increased or decreased at the time of finalization of case according to the requirement.
9. The production capacity of mill/ factory must be minimum of 50,000 M.Ton per year. Bidders must submit documentary proof along with technical proposal.
10. The contract will be valid for three years period commencing from 01-07-2022 to 30-06-2025 on as & when required basis, as per operational requirement and on Ex-Factory Basis.
11. All the bidders must have to quote their Ex. Mill/ Ex. Factory rates for per M.Ton Barite Powder, inclusive of all taxes, for 03 fiscal year contract period as per Financial Bid Format and the rate quoted for each fiscal year will remain valid for that period.
12. The quantities mentioned in the financial bid format are for evaluation purpose. During the execution of contract period, actual order of the quantities can be increased or decreased depending upon the OGDCL operational requirement within the value of contract.
13. The Financial Evaluation will be carried out on "Full Consignment Wise" as per Financial Bid Format of Ex-Mill / Ex-Factory Basis.
14. Payment will be made as per actual quantity procured /supplied and against verified invoices
15. Payment after Delivery & inspection (Part Delivery Part Payment) as per actual and against verified invoices.
16. Loading of the Barite Powder at Mill / Factory shall be responsibility of the bidder, while unloading at the destination shall be responsibility of OGDCL.
17. All the bidders must have to submit the Bid Bond amount PKR 6.0 Million (Pak Rupees Six Million only) alongwith with technical bid.
18. The successful bidder must submit Performance Bank Guarantee to OGDCL which will be 1% of contract value and will be kept with OGDCL throughout the contract period.
19. OGDCL shall place Local Purchase Order to the successful bidder from time to time on as & when required basis for delivery of Barite Powder during the execution of contract.
20. The supplier will have to provide the demanded quantity of the material within 10 days after receiving written notice of delivery from OGDCL.
21. Prior to supply of the material, if OGDCL intends, the supplier of the product shall have to arrange physical inspection of the material from purchaser representative (Indenting Department) of the ready stock of material for supply to OGDCL. For the confirmation of technical specifications, the drawn representative sample may be tested at OGDCL Lab. 



22. The final acceptance of the requisite consignment will be made after physical inspection of consignment & Lab analysis of representative sample drawn after its delivery at OGDCL Store for conformance to technical specs of tender documents. The lab analysis will be undertaken at OGDCL own or any other third party reputable lab of OGDCL choice and acceptance of the results will be binding over the supplier.
23. Material must have to be lifted back by the vendor if found not as per technical specification of this particular tender enquiry even after its receipt at the base stores and have to replace with the material conforming to technical specifications with no extra cost to OGDCL.
24. If any of the information provided by the bidders proves wrong or any counterfeited/unlawful document is submitted to mislead, OGDCL reserves the right to disqualify such bids without further assigning any reason.

**FINANCIAL BID FORMAT FOR PROCUREMENT OF BARITE  
POWDER ON EX-FACTORY BASIS FOR THREE YEARS  
CONTRACT PERIOD W.E.F 01-07-2022 TO 30-06-2025**

Sr. No.	Contract Period as per Fiscal Year	Estimated Quantities of Barite to be procured during each year (M.Ton)  (a)	Ex-Mill / Ex-Factory Unit Price Per M.Ton Inclusive of All Taxes Except GST Pak Rs.	Ex-Mill / Ex-Factory Unit Price Per M.Ton Inclusive of All Taxes and GST Pak Rs.  (b)	Ex-Mill / Ex-Factory Total Price Inclusive of All Taxes and GST  Pak Rs.  c = (a) x (b)
(1)	01-07-2022 TO 30-06-2023	32,000	To be quoted by each bidder	To be quoted by each bidder	c(1)
(2)	01-07-2023 TO 30-06-2024	32,000	To be quoted by each bidder	To be quoted by each bidder	c(2)
(3)	01-07-2024 TO 30-06-2025	32,000	To be quoted by each bidder	To be quoted by each bidder	c(3)
<b>Total Ex-Mill / Ex-Factory price for three years inclusive of all Taxes and GST (Pak. Rs.)</b>					<b>c(1) + c(2) + c(3)</b>

**Note:**

- (i) The quantities mentioned in the financial bid formats are for evaluation purpose only which can be increased or decreased depending upon the operational requirement.
- (ii) The rate quoted for each fiscal year will remain valid for that period.
- (iii) Payment will be made as per actual and against verified invoices.

## RATE RUNNING CONTRACT FOR SUPPLY OF BARITE POWDER

This **Contract for supply of estimated quantity of Barite Powder** is made at Islamabad as of this date \_\_\_\_\_ by and between **Oil & Gas Development Company Limited** a public limited company incorporated under Companies Ordinance, 1984 having its registered office at OGDCL House, Jinnah Avenue, Sector F-6, Blue Area Islamabad (hereinafter referred to as the "OGDCL/Company" which expression shall include its successors, nominees and permitted assigns) being party of the ONE PART and \_\_\_\_\_ having its registered office at address \_\_\_\_\_ (hereinafter referred to as the "Contractor" which expression shall include its successors, nominees and permitted assigns) being party of the OTHER PART

WHEREAS, the Contractor and Company shall hereinafter, if the context so requires, be individually referred to as a "**Party**" and collectively as the "**Parties**".

WHEREAS, The Company is desirous to *purchase Barite Powder* under Agreement for a period of Three (03) years effective from 1<sup>st</sup> July, 2022 to 30<sup>th</sup> June, 2025.

AND WHEREAS, the Company invited bid for purchase of *Barite Powder* through Tender Enquiry No. \_\_\_\_\_ and the Contractor through its Bid No. \_\_\_\_\_ warrants and represents for *supply of Barite Powder*.

WHEREAS, the Contractor is engaged in the *business of Mining and Grinding of Barite (API Standard) as per SOR Annexure A of Tender Document* and it hereby expressed its ability and willingness to supply the desired Barite Powder as per SOR of the Tender Document No. \_\_\_\_\_.

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

**1) TERM:**

The duration of this Contract shall be Three (03) years effective from 1<sup>st</sup> July, 2022 till 30<sup>th</sup> June, 2025 unless otherwise terminated earlier under the provisions hereof.

**2) CONTRACT DOCUMENTS:**

- a) The following documents shall be deemed to form and be read and construed as integral part of this Contract:
  - i) This Contract.
  - ii) Company's LOI and its acceptance by Contractor
  - iii) Company's Tender documents.
  - iv) Contractor's Technical-and-Financial bid\$ and all correspondence/ clarifications/ confirmations made thereafter.
- b) Any inconsistency between the above documents of this Contract shall be resolved by giving precedence in the order in which they are listed above.

3) **PRICING TERMS:**

Following are year wise agreed/ approved rates:

Sr. No.	Contract Period as per Fiscal Year	Estimated Quantities of Barite to be procured during each year (M.Ton) (a)	Ex-Mill / Ex-Factory Unit Price Per M.Ton Inclusive of All Taxes Except GST Pak Rs.	Ex-Mill / Ex-Factory Unit Price Per M.Ton Inclusive of All Taxes and GST Pak Rs. (b)	Ex-Mill / Ex-Factory Total Price Inclusive of All Taxes and GST Pak Rs. c = (a) x (b)
(1)	01-07-2022 TO 30-06-2023	32,000	To be quoted by each bidder	To be quoted by each bidder	c(1)
(2)	01-07-2023 TO 30-06-2024	32,000	To be quoted by each bidder	To be quoted by each bidder	c(2)
(3)	01-07-2024 TO 30-06-2025	32,000	To be quoted by each bidder	To be quoted by each bidder	c(3)
<b>Total Ex-Mill / Ex-Factory price for three years inclusive of all Taxes and GST (Pak. Rs.)</b>					<b>c(1) + c(2) + c(3)</b>

The total cost of estimated quantity of Barite Powder as per Tender document comes to be \_\_\_\_\_ inclusive of all taxes & 17% GST.

4) **DELIVERY:**

- a) All Purchase Orders of Barite Powder shall be placed by OGDCL in writing from time to time on "as & when required basis" for delivery of Barite Powder during currency of the contract.
- b) Loading of the Barite Powder at Factory/Mill, shall be the responsibility of the Contractor while unloading of the Barite Powder at the destination shall be responsibility of OGDCL.
- c) The Contractor will have to provide the demanded quantity of the material within 10 days after receiving the written notice of delivery from OGDCL.

- d) Replacement of rejected materials, in any case, within contractor's expense if the same is found damaged / leaked in packing after physical inspection at the delivery locations.

5) **TAX & DUTIES:**

- a) Income Tax will be deducted by OGDCL at source according to prevailing rate prescribed by the Govt. of Pakistan. Tax will not be deducted on submission of valid exemption certificate by Contractor issued by the Income Tax Authorities.
- b) All taxes on the income or payments to the Contractor arising accruing or resulting under the Purchase Order(s) whether present or future, assessed or payable, inside or outside Pakistan shall be the exclusive responsibility of the Contractor (s). Company, in order to discharge its responsibilities as withholding agent shall withhold income tax from the payments to the Contractor (s) within the Purchase Order value at the rates applicable at the time of payments.
- c) GST on goods and PST on allied services is applicable in Pakistan under federal/provincial sales tax laws. The Contractor(s) 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 from the Contractor(s) (whether registered or un-registered) shall withhold, wherever applicable, as per respective sales tax withholding rules.
- d) The Contractor shall be responsible for income tax and all other taxes levied on the Contractor(s), their social security obligations and contributions regardless of whether such contributions are levied on Purchaser in Pakistan.
- e) The Contractor shall keep the OGDCL informed of the steps taken by it to discharge the tax obligations under the Purchase Order(s) and provide supporting documents whenever required by the OGDCL.
- f) The Contractor shall indemnify the OGDCL against any claim which might occur due to non-compliance by the Contractor (s) 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.
- g) Under the auspices of COMPANY, the Contractor shall be exempt from customs duties in excess of 5% and valorem leviable under first Schedule to the Pakistan Customs Act 1969 and the whole of sales tax leviable under Sales Tax Act, 1990 on import of consumable and or non-consumable materials, machinery & equipment not manufactured locally and or in excess of 10% ad valorem as are manufactured locally required for operations under this Purchase Order as per the provision given under SRO 678(I)/2004 and any changes thereto that may come into effect from time to time.
- h) All clearing and brokerage charges incurred shall be to the account of Contractor.
- i) The above clauses relating to payment of taxes would prevail notwithstanding a contrary expression reflected in any other clause of the Purchase Order.
- j) Any increase or decrease in the rate of taxes except withholding income tax by the Government of Pakistan shall be on OGDCL's account.

6) **PAYMENT TERMS:**

All the payments of Barite Powder shall be made after delivery with part delivery part payment as per mechanism mentioned in Clause 5 of the terms and conditions of the Local Purchase Order which shall be issued from time to time under this Contract.

7) **PACKAGING:**

Barite Powder should be packed in 1.0/1.5 M.Ton export quality new jumbo bags having thick, high density inner polythene liner for rendering the material completely moisture proof. The loops for lifting bags must be from top to bottom and capable to lift 1.0 / 1.5 M.Ton material. The packaging of the

Barite Powder should be of international standards and capable to safe transportation during road journey from factory to OGDCL Stores & Stores to well site and to withstand prolonged & harsh weather conditions at the storage points and at the well sites / locations.

8) **MARKING:**

Each Bag should have clearly legible marking, as given below:

- i) Name of the product.
- ii) Name of the Mine Owner (Producer) / Leaser
- iii) Date/month/ year of production
- iv) Minimum shelf life
- v) Supply order number against which supplies are made.
- vi) Lot No.\_\_\_\_\_/ Batch No.\_\_\_\_\_.

9) **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 Supply.

10) **CONTRACTOR'S OBLIGATIONS:**

- a) The Contractor warrants and represents that all Supply of Barite Powder provided under this Contract shall be in accordance with good industry practice as per the specifications mentioned in Purchase Order(s) to be issued from time to time and the Contractor shall use every reasonable means for efficient and timely performance of the Contract.
- b) 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.
- c) The Contractor shall employ and depute for the execution of Supply of Barite Powder, 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 Contract 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 Supply of Material without the permission of the Company.
- d) The 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.

11) **INDEMNITIES:**

- e) Neither Party shall be liable to the other for any punitive, indirect or consequential damages sustained by the other including without limitation business interruptions, loss of profits, loss of use of assets, loss of data and loss of contracts, and each Party shall hold the other Party harmless in respect thereof.
- f) The Contractor shall indemnify the Company against all motions, proceedings, claims, liens and demands whatsoever which may be made against the Company by the third parties for or in respect of or out of any failure by the Contractor in performance of its obligation or wrongful performance under this Contract or any act or omission in connection therewith. Should Company have to pay any moneys in respect of any such claims or demands, the amounts to be paid and the costs incurred by the Company connection therewith, shall be charged in to and paid by the Contractor in full.

**12) PERFORMANCE BOND:**

- a) The Contractor shall provide to the Company, within fifteen (15) days after issuance of 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 1% (One percent) of contract value in Pak Rupees/US\$ 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.
- b) 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 Fifteen (15) months beyond the validity of the Contract. The Company has sole and absolute right to encash the Performance Bond without any prior notice to the Contractor in the event of any breach, failure, non-compliance or delay in the performance of the Contract, partial or whole.
- c) 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).

**13) CONFIDENTIALITY:**

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

**14) DEFAULT:**

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

#### **15) ARBITRATION:**

- f) 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.
- g) 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 amicably. 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 under Arbitration Act 1940. 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 if 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. The award of Arbitrators or Umpire shall be final and binding on both the parties.
- h) 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.
- i) 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.

#### **16) FORCE MAJEURE:**

- j) "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 labour disputes or non-availability of transport shall not be included in the term "Force Majeure". During the established period of Force Majeure as contained hereinabove, the Contractor shall not be entitled to payment for Supply and the Company shall not impose penalty.
- k) 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.

**11) CERTIFICATION:**

The contractor hereby warrants and undertakes that all kinds of licenses, permits, authorizations and certifications required under the laws of Pakistan and applicable to the Contractor are intact, valid and possessed by the **CONTRACTOR** 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 shall forthwith comply with such inspection on demand.

**12) TERMINATION:**

- a) 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.
- b) 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 Supply under the Contract with such exceptions, if any, specified in the notice of termination. The Company shall pay the Contractor for all Supply performed and obligations incurred prior to the date of termination in accordance with the terms of the Contract.

**13) INSURANCE DEMURRAGE:**

- a) 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:
  - i. Worker's compensation insurance covering all employees, engaged directly or indirectly in the performance of the Supply in accordance with the applicable statutory requirements of the state or nation having jurisdiction over such employees.
  - ii. All risk insurance cover for the Supply, Equipment, vehicle including without limitation Equipment and machinery and other materials, if any supplied hereunder by the Contractor.
  - iii. 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.
  - iv. 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
- b) 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.

**2c) ASSIGNMENT:**

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

**2d) 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.

**2e) 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.

**2f) GOVERNING LAW:**

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

**2g) ERADICATION OF CORRUPTION:**

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

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

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

**On behalf of OGDCL**

**On behalf of Contractor**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Position \_\_\_\_\_

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Witness \_\_\_\_\_