



# TENDER DOCUMENTS

**TENDER ENQUIRY NO: TE/08/KNR-INST/2024**

**“Hiring of Services for Troubleshooting, Rebuilding of ABB 800xA DCS/ESD Servers and Historian installed at KPD-TAY Plant”**

**FIELD MANAGER / INCHARGE INSTRUMENT SECTION  
KUNNAR/KPD-TAY FIELD /**

C/O TCS Office Tando Jam Hyderabad Sindh –Pakistan  
Oil & Gas Development Company Limited.

Phone No. Direct: 92-22-2720749

Fax No. 022-2720749

E-mail: [kunnar@ogdcl.com](mailto:kunnar@ogdcl.com), [icinstrument.kunnar@ogdcl.com](mailto:icinstrument.kunnar@ogdcl.com)

**Amount of Bid Bond: PKR 75,000/-**

**BID SUBMISSION DUE DATE: 20-07-2024 / 11:00 AM**

Tender Enquiry No.	Description	Bids Submission Date & Time	Bids Opening Date & Time
Tender Enquiry No: TE/08/KNR- INST/2024	Hiring of Services for Troubleshooting, Rebuilding of ABB 800xA DCS/ESD Servers and Historian installed at KPD- TAY Plant	20.07.2024	20.07.2024
		11:00 HRS	11:30 HRS

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

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1	SCHEDULE OF REQUIREMENT	A
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10	DECLARATION OF FEES, COMMISSION & BROKERAGE ETC. (CERTIFICATE)	J
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**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 two weeks 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 # TE/08/KNR-INST/2024** 'Hiring of Services for Troubleshooting, Rebuilding of ABB 800xA DCS/ESD Servers and Historian installed at KPD-TAY Plant 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, the specifications may be submitted. However, only the Alternative Bid of the bidder(s) whose Main Bid is the lowest evaluated 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 Bids, 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 respect 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. Black listing procedure of the Company is attached as Appendix-1. The bidders, contractors, suppliers, agents, consultants, partnership or firms shall be dealt accordingly.
- 1.16. Bank Guarantees as Bid Security/Bid Bond/Earnest Money/Performance Bond/Advance Payment must be submitted in accordance with the format of the Tender Document.
- 1.17. Bid Bond/Bid Security/Earnest Money/Performance Bond/Advance Payment Bank Guarantee will not be acceptable with the banks whose market price per share is quoted below the Par Value at Stock Exchange. Crossed Cheque/Insurance Guarantee/Swift Message will also be not accepted.

## **2. BID PRICES:**

- 2.1. Firm bid prices shall be quoted in 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. Bidding Forms and Bid Summery Sheets from Annexure – "B" to "E" and "J" to "N" must also be duly filled-in, stamped and signed by authorized representative of bidder(s).
- 2.3. Prices must be quoted in Pakistani currency inclusive of all taxes and duties, except PST/SST.
- 2.4. Quoted prices shall be valid for a period of 120 days from the opening date of the Technical Bid.
- 2.5. Any quotation not confirming to Clause 2.1 to 2.6 shall be rejected without any right of appeal.
- 2.6. Discount (if any) shall only be entertained on Schedule of Requirement of Bidding Document (Financial Proposal). If the discount is mentioned elsewhere in the bid, the same shall not be entertained.

- 2.7. Bidder(s) who disclose quoted prices anywhere in the Technical Bid, under “Single Stage Two Envelop” 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). Any Bid not accompanied by Bid Security/ Bid Bond/Earnest Money with Technical Bid shall be rejected without any right of appeal.
- 3.2. Short Bid Security/ Bid Bond/Earnest Money will not be 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 after the financial bid opening or 15 days after placement of Technical Evaluation Report on the website.
- 3.3.3 The Bid Security/ Bid Bond/ Earnest Money of the unsuccessful/financially higher bidder(s) will be returned after issuance of the Letter of Intent.
- 3.3.4 The Bid Security/ Bid Bond/ Earnest Money of the lowest evaluated 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 evaluated 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 tender document. 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.
- 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:

**Field Manager / Incharge Instrument Section  
Kunnar/KPD-TAY Field**

**C/O TCS Office Tando Jam Hyderabad Sindh –Pakistan**

**Oil & Gas Development Company Limited.**

**Phone No. Direct: 92-22-2720749**

**Fax No. 022-2720749**

**E-mail: kunnar@ogdcl.com, icinstrument.kunnar@ogdcl.com**

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

1.1. **TENDER NO: TE/08/KNR-INST/2024**

**For Hiring of Services for Troubleshooting, Rebuilding of ABB 800xA DCS/ESD Servers and Historian installed at KPD-TAY Plant.**

**DON'T OPEN BEFORE (AS PER SCHEDULE MENTIONED IN THE TENDER NOTICE/SOR)**

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

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

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

- 2.1. The bids must be delivered at the KUNNAR/KPD-TAY FIELD on or before as per schedule mentioned below and the same will be opened accordingly.

<b>Tender Enquiry No.</b>	<b>Description</b>	<b>Bids Submission Date &amp; Time</b>	<b>Bids Opening Date &amp; Time</b>
Tender Enquiry No: TE/08/KNR-INST/2024	“Hiring of Services for Troubleshooting, Rebuilding of ABB 800xA DCS/ESD Servers and Historian installed at KPD-TAY Plant	20.07.2024	20.07.2024
		11:00 HRS	11:30 HRS

**3. LATE BIDS:**

- 3.1. 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).

**4. BID OPENING:**

- 4.1. 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.
- 4.2. 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.
- 4.3. 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.
- 4.4. 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.

## **5. DETERMINATION OF RESPONSIVENESS:**

- 5.1. After opening of the bids, the purchaser will determine whether each bid is substantially responsive to the requirements of the bidding documents.
- 5.2. 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.
- 5.3. 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.
- 5.4. 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).
- 5.5. 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.
- 5.6. The bidder(s) may lodge a written complaint for redressal of their grievances and disputes to Dispute Resolution Committee within fifteen days of the placement of the Technical Evaluation report on the web.

## **6. ISSUANCE OF SERVICE ORDER (SO):**

- 6.1. The Purchaser will issue Service order/contract to the successful bidder(s) whose bid is determined to be technically responsive and financially lowest evaluated.
- 6.2. Service Order and its General Terms & Conditions is available at Annexure-G.

## **7. PERFORMANCE BOND:**

- 7.1. 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 10% of total value of Purchase Order and/or Contract exclusive of GST/PST/ICT, in line with ITB Clause No.1.17, within fifteen days after issuance of Letter of intent. However, Performance Bond will not be required in cases of Proprietary, single source and for spares/ consumables only upto Rs.5 Million.
- 7.2. 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.
- 7.3. 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 Service Order/Contract in accordance with the terms & conditions of tender document/SO/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, 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.

## **8. PAYMENT:**

- 8.1. Payment will be made as per terms & conditions of the Annexure A & D of Tender/Service 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 SO/Contract.

## **9. DELIVERY SCHEDULE:**

- 9.1. Delivery/completion of required services against this tender is to be completed as soon as possible from the date of receipt of firm service Order, excluding a grace period of 07 days allowing for postal delivery of Purchase/service Order.

## **10. EXTENSION IN THE DELIVERY PERIOD:**

- 10.1. Delivery of the goods shall be made by the supplier in accordance with the delivery schedule given in Purchase Order.
- 10.2. The supplier may claim extension of the time limits as set forth in the Service 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.
- 10.3. 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.
- 10.4. 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.
- 10.5. In case of extension in delivery period, the supplier will extend validity of Performance Bond accordingly at his cost.
- 10.6. If the supplier fails to supply the ordered material for any reason, within stipulated time, the Performance Bond shall be forfeited.

## **11. LIQUIDATED DAMAGES:**

- 11.1. 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
- 11.2. 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.

- 11.3. 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.
- 11.4. 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.

## **12. FORCE MAJEURE:**

- 12.1. 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.
- 12.2. 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.
- 12.3. 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.

## **13. WARRANTY:**

- 13.1. 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.
- 13.2. The Purchaser shall promptly notify the supplier in writing, of any claims arising under this warranty.
- 13.3. The supplier will invariably provide warranty/guarantee of spare and consumables.

## **14. QUALIFICATION OF SELECTED BIDDER(S):**

- 14.1. The Purchaser will determine to its satisfaction whether the bidder(s) selected as having submitted the lowest evaluated, technically responsive bid qualifies to satisfactorily perform the order.
- 14.2. 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.

- 14.3. 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.
- 14.4. 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.

**15. ADVANCE BANK GUARANTEES:**

- 15.1. 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.
- 15.2. The Purchaser reserves the right to check the authenticity of Advance Bank Guarantee from the concerned Bank.
- 15.3. The Advance Bank Guarantee will be confiscated if they:
- 19.1.1 Submit Forged document in support of their bid. OR
  - 19.1.2 Fails to execute Purchase Order and/or Contract in accordance with the terms & conditions of tender document/LPO/Contract. OR
  - 19.1.3 Fails to supply the short/wrong shipped items. OR
  - 19.1.4 Any other reason warranting the confiscation of the Guarantee. OR
  - 19.1.5 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.
- 15.4. 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:-

DESIGNATION	ADDRESS	TEL #	FAX #	E. MAIL
Managing Director	OGDCL HOUSE, JINNAH VENUE, ISLAMABAD	051-9209701	051-9209708	<a href="mailto:md@ogdcl.com">md@ogdcl.com</a>
General Manager (Supply Chain Management)		051-920023540	051-9215090	

**SCHEDULE OF REQUIREMENT****TENDER ENQUIRY # TE/08/KNR-INST/2024**

**Subject: Hiring of Services for Troubleshooting, Rebuilding of ABB 800xA DCS/ESD Servers and Historian Server installed at KPD-TAY Plant**

<b>S #</b>	<b>Description</b>	<b>Qty.</b>
1.	<b>Hiring of Services for Troubleshooting and Rebuilding ABB 800xA DCS/ESD Primary Server, Secondary Server and Historian Server with subsequent Performance Testing</b>  <u>Please refer to enclosed TORs for SOW and other Terms and Conditions</u>	01 Job

**TERMS AND CONDITIONS:**

1. Bidder must be OEM Certified Service Provider for installed system. Compliance to this point should be clearly stated in technical bid, failure to which will lead to bid rejection.
2. In case existing system inspection is necessary, Bidders are encouraged to visit Site before submission of their Bid.
3. Performance Testing of system after completion of said job is included in SOW.
4. If any work scope cannot be safely performed during running plant operations, 4 days' complete plant shutdown window will be made available during Annual Turnaround to complete that specific work scope.
5. Lump-Sum price of complete job with estimated Man-days should be mentioned in bid.
6. Bidder to provide complete timeline and plan for safe execution of mentioned SOW.
7. Details of installed system and issues being faced are described in enclosed TORs. Bidders to quote in view of the listed problems and provide all required information as listed in TORs. Failure to provide required information will lead to bid rejection.
8. Successful bidder to depute relevant Engineer(s) within 1 to 2 weeks of award of Service Order.
9. Bid validity is required for 120 days from date of bid opening.

**BIDDING FORM (TECHNICAL BID)**

**Oil & Gas Development Company Limited**

Kunnar/KPD-TAY Field,  
C/O TCS Office Tando Jam, Hyderabad

Gentlemen,

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

2. We confirm that the terms and conditions given in the Tender Enquiry / Tender Documents are acceptable to us and if our Bid is accepted we shall execute a contract with OGDCL accordingly without any exceptions. We further confirm to commence service within ..... days of the mobilization notice issued by OGDCL.
- 3 We agree to validate bid unconditionally for the period of 120 days from the date of opening the same and it shall remain binding upon us and may be accepted thereof, shall constitute a binding contract between us.
4. We hereby certify that our Firm / Company / Local Agent is or has not been at any time during the past five years, involved in litigation, arbitration or any other unsettled dispute with OGDCL / JV Partners.
5. We further certify that all the contracts / orders placed on us by OGDCL / JV Partners have been executed timely and as per terms & conditions of the Contract / order without any unsettled dispute.
6. Until a formal Agreement is prepared and executed, this bid, together with your acceptance thereof, shall constitute a binding contract between us.
7. We understand that you are not bound to accept the lowest or any tender you may receive.
8. Our bid proposal do not contain any deviation or exceptions from the terms & conditions enunciated in the tender documents.

Dated this .....days of .....(year) \_\_\_\_,

Name & Signature .....in the Capacity of ..... duly authorized to  
sign tenders for and on behalf of .....

(Name of the firm in block capital Letters)

Address .....

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

Witness

(Name)

(signature)

**BIDDING FORM (FINANCIAL BID)**

**Oil & Gas Development Company Limited**

Kunnar/KPD-TAY Field,  
C/O TCS Office Tando Jam, Hyderabad.

Gentlemen,

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

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

2. Until a formal Service Order/Contract 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. Validity of Bid \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. COMPLETION PERIOD (where applicable):  
\_\_\_\_\_  
\_\_\_\_\_
4. BID BOND SUBMITTED BY  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Payment Terms: \_\_\_\_\_
6. GST Registration No. \_\_\_\_\_
7. Bidding Form (Annexure-B attached with Technical Bid): Yes No
8. 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):
9. Annexure-N on Non-Judicial Stamp Paper duly attested by Notary Public Yes No  
(To be attached with Technical Bid)
10. Any Deviation: \_\_\_\_\_

Signature \_\_\_\_\_

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

**DATA SUMMARY SHEET**  
**(To be attached with financial bid)**

**Following information must be stated categorically: -**

COMPLETE NAME ADDRESS EMAIL,  
PHONE & FAX NUMBER OF BIDDER

NAME, ADDRESS, PHONE, FAX NO &  
EMAIL OF LOCAL AGENT IN PAKISTAN (IF  
ANY

VALIDITY OF BID:

COMPLETION PERIOD:

ADDRESS OF BANKER WITH AC COUNT  
NO& SWIFT CODE FOR L/C OPENING  
(WHERE APPLICABLE)

NTN , GST & PST NUMBER (FOR PAKISTAN  
BASE COMPANY ONLY

**VALID WRITTEN POWER OF ATTORNEY TO SIGN THE BID MUST BE ATTACHED WITH THE  
TECHNICAL**





## **ANNEXURE - F**

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

Guarantee #	:	_____
Date of Issue	:	_____
Date of Expiry	:	_____
Amount	:	_____

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

Kunnar/KPD-TAY Field,  
C/O TCS Office Tando Jam, Hyderabad.

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 150 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)**

**DRAFT CONTRACT**

**CONTRACT NO. .... /**  
**NAME OF SERVICES**

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

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

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

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

**WHEREAS**, The Company is desirous of hiring timely, efficient and reliable (Name of Services) ..... services for a period of (period).

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

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

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

**SECTION 1. SCOPE OF WORK**

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

**SECTION 2. TERM:**

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

**SECTION 3. CONTRACT DOCUMENTS:**

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

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

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

#### **SECTION 4. PRICING TERMS:**

- 4.1 The Services under this Contract shall be rendered at an estimated/fixed Cost (as the case may be) amounting to USD/Pak Rupee------(as the case may be) inclusive of all applicable duties, levies and taxes etc. except Provincial Sales Tax/ICT on services in Pakistan. PST/ICT where applicable will be borne and paid by the Company at actual.
- 4.2 All prices charged under this Contract shall remain firm and final during the validity period of this Contract.

#### **SECTION 4A. PAYMENT TERMS**

- i. Payment to all Pakistan based companies will be made through cross cheque/online transfer in 100% Pak Rupees, at actual, against verified invoices at official exchange rate prevalent on the date of payment.
- ii. To Foreign based Companies, the payment will be made in currency of the contract, at actual against verified invoices through Irrevocable Letter of Credit (LC).
- iii. The Company shall use its best efforts to make payment to all Pakistan based companies as early as possible against duly verified invoices. However, any payment made after thirty (30) days shall not in any way attract any markup, interest, surcharge or charges, etc.
- iv. To avoid delay in payment, it is essential that the invoices shall:
  - (a) be duly signed and stamped by authorized person and type-written in English.
  - (b) Complete Contract number must be clearly mentioned on invoice.
  - (c) Invoice must contain sufficient description of services as mentioned in the contract.
  - (d) Clearly mention the location of the Company where Services have been provided.
  - (e) Clearly mention period of Services, duly verified by authorized official of OGDCL end user.
  - (f) Contain any other information deemed essential either by the Contractor or by the Company.
  - (g) Invoices must be submitted to Manager Accounts on the following address for onward verification by Manager of end user Department of OGDCL:-

#### **Manager (Accounts)**

OGDCL House, Plot No. 3 (New No 3013)  
F-6/G-6, Jinnah Avenue, Islamabad (Pakistan)

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

- 5.1 The contract price includes all taxes (except Provincial Sales Tax/ Islamabad Capital Tax on services in Pakistan), duties, fees, levies and any other relevant charges payable/ applicable on the last date of submission of main/supplementary financial bid inside and outside Pakistan, except if OGDCL imports material in its own name it will bear duties/ import taxes/ port charges. The Contractor will be responsible for all the direct taxes (present or future) with respect to income/ payments of total contract amount, under the scope of the contract.
- 5.2 Indirect taxes (Provincial Sales Tax/ Islamabad Capital Territory Sales Tax on services) in Pakistan will be paid by OGDCL at actual where applicable. The contract price will be adjusted

for any subsequent changes in the rates of indirect taxes as made applicable thereafter by the relevant authorities in Pakistan.

- 5.3 Any direct taxes, duties, fees, levies and other relevant charges, present or future, assessed or payable inside or outside Pakistan by the Contractor and its subcontractor and /or by the expatriate personnel deputed by the Contractor and its sub-contractor in connection with its performance under the Contract shall be the sole and exclusive responsibility of the Contractor.
- 5.4 The Contractor shall be responsible and pay all taxes on its income outside and in particular on its income in Pakistan under the Contract and under the laws of Pakistan.
- 5.5 The Company shall have the right, as provided under the laws of Pakistan to meet its obligations and in particular to deduct from the payment due to the Contractor (against entire contract value including supplies and / or services components etc as applicable) , income tax at source at the rates prevailing from time to time, from the invoiced amounts, or such reduced rates fixed by the taxation authorities in Pakistan for the Contractor on production of current and valid documentary evidence by the Contractor from competent tax authorities in Pakistan and pay such amount to appropriate authorities.
- 5.6 The Contractor shall also be responsible for any income taxes levied on the Contractor's and its sub-contractor's expatriate personnel, under the laws of Pakistan and for all social security issuances and other contributions for the Contractor's expatriate personnel regardless of whether such contributions are levied on employer or employee or both in Pakistan or outside Pakistan.
- 5.7 The Contractor shall keep the Company duly informed about the steps taken by the Contractor in order to meet its obligations under the Contract and provide the necessary documents to the Company in this connection.
- 5.8 The Contractor shall indemnify the Company against any claim which might occur due to non-compliance by Contractor of any legal obligation regarding the taxes, duties, fees, levies, or other charges, including taxes on income in Pakistan and any other payments to the relevant Government or Governmental agencies or any other applicable authority.
- 5.9 Understanding reflected under the above tax clause would prevail in case of any understanding to the contrary that may be reflected with respect to tax matters, in any other clause of the contract.

#### **SECTION 6. ADJUSTMENT OF CONTRACT PRICE:**

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

#### **SECTION 7. CONTRACTOR'S OBLIGATIONS:**

- 7.1 The Contractor warrants and represents that all Services along with necessary equipment provided under this Contract shall be in accordance with good industry practice and the Contractor shall use every reasonable means for efficient and timely performance and provision of the Services.
- 7.2 The equipment, tools and materials utilized by the Contractor in performance of this Contract shall be handled and utilized with due care and diligence and proper record of consumables etc shall be maintained and made available to the Company upon request.
- 7.3 The Contractor shall secure and maintain during the performance of this Contract, all licenses,

permits, authorization and certification required under the laws of Pakistan and applicable to Contractor. Company has the right to inspect such licenses, permits, authorization and certificates and the Contractor shall forthwith comply with such request.

- 7.4 Contractor shall employ and depute for the execution of Services, persons who are careful, skilled and experienced in their profession. The Company' shall have the right to ask the Contractor to replace any person employed by the Contractor for execution of Services who, in the sole opinion of Company, misbehaves, is incompetent or negligent in the performance of his duties or fails to conform with any particular provisions with regard to safety which may be set out in the Contract, or any conduct which is prejudicial to safety or health, and such person shall not be employed again for the Services without the permission of the Company.
- 7.5 Contractor and its personnel shall, when using Company's premises, adopt and observe all safety, security, fire and health measures and comply with all reasonable directions relating to health and safety rules and emergency evacuation plans as notified or as directed by the Company.

#### **SECTION 8. DECLARATION:**

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

agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to the Company under any law, Contract or other instrument, be voidable at the option of the Company.

- 8.5 Notwithstanding any rights and remedies exercised by Company in this regard, the Contractor agrees to indemnify Company for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Company in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback paid by the Contractor as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Company.

## **SECTION 9. PERFORMANCE BOND/SECURITY DEPOSIT:**

The Contractor shall provide to the Company, within fifteen (15) days after issuance of award of contract/Letter of Award (LOA), 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 Scheduled Bank of Pakistan or a foreign bank operating/having branch in Pakistan with "AA" rating 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.

Performance security through online transfer, pay order / demand draft / cash deposit receipt (CDR) issued by scheduled bank of Pakistan or a foreign bank operating / having branch in Pakistan shall also be accepted irrespective of rating. Insurance guarantee or Swift Message submitted as performance guarantee shall not be accepted.

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 six (06) months beyond the validity of the Contract. The Company has sole and absolute right to encash the Performance Bond without any prior notice to the Contractor in the event of any breach, failure, non-compliance or delay in the performance of the Contract, partial or whole.

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

## **SECTION 10. LIABILITIES:**

- 10.1 Each party shall defend, indemnify and hold the other party harmless from and against any claim INCLUDING THIRD (3rd) PARTIES arising out of (i) loss or damage to its own property, and / or (ii) death of or injury to its own personnel.
- 10.2 Each party shall be liable for, and shall defend, indemnify and hold the other Party and its members/affiliates, co-ventures (if any), contractors or subcontractors, and its and their respective employees, directors, officers, agents and invitees harmless from and against. all claims, demands, causes of action, judgments, awards, damages, losses, costs, expenses, expenses and liabilities of any kind and character arising out of third party property damage (including death) caused by the indemnifying Party's negligence during the performance of the Contract.
- 10.3 Notwithstanding any other provision of this Contract, Company shall defend, indemnify and hold harmless the Contractor from and against all liabilities, claims, damages, losses and costs relating

to or resulting from (a) through (e) below, including any and all personal injury, death and loss of or damage to the drilling rig, vessel or platform and all other property arising there from (except if caused by Contractor's Gross Negligence or willful misconduct):

- (a) damage to or loss of or impairment to any well (including the casing) or well bore;
- (b) killing of or the bringing under control of any well;
- (c) damage to or loss of any reservoir or productive formation, or subsurface minerals or structure or the loss of oil or gas therefore in;
- (d) blowout, fire, explosion, catering , or any uncontrolled well condition;
- (e) pollution, as well as containing, controlling and cleaning up any pollution, contamination or debris.

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

The liability clause will be applicable to both parties i.e. OGDCL and the contractor and therefore its ambit and scope will be interpreted accordingly.

Notwithstanding any provision of any contract documents to the contrary, the aggregate total liability of contractor, its affiliates and its and their subcontractor's personnel, arising out of or in any other way connected with the performance, non-performance or mis- performance of the contract (including without limitation, any such liability to company, its co venture's and its and their affiliates and its and their subcontractor's personnel and any such liability to any third parties) shall be limited to an amount equal to the Total Contract value and company shall hold contractor its affiliates and its and their subcontractors and personnel harmless from and indemnified against any such liability in access of that aggregate sum".

#### **SECTION 11. INDEMNITIES:**

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

#### **SECTION 12. LIQUIDATED DAMAGES:**

- 12.1 If the contractor fails to deliver any or all of the goods/services within the time periods(s) specified in the Contract, the purchaser shall, without prejudice to other remedies under the Contract, deduct from the Contract Price/Bank Guarantee as liquidated damages, a sum not more than 0.5% of the contract price per week or part thereof for first four weeks, 1.00% per week for next

four weeks and 1.5% per week exceeding four weeks up to maximum extent of 10% of the contract value.

- 12.2 In case the purchaser is satisfied that the delayed/defective services/shipment was due to some mistake or circumstances beyond the control of the contractor and the contractor has not intentionally or negligently contributed in the delay, the purchaser may impose Liquidated Damages for not more than a sum equivalent to 0.5% of the delayed or defective shipment per week or part thereof for first two weeks, 1.00 per week for next three weeks and 1.5% per week exceeding five weeks but not exceeding 10% of the contract value of the delayed/defective shipment provided that the Contractor takes immediate remedial measures for the replacement of defective shipment and takes prompt steps to mitigate the delayed. The Purchaser may however, impose Liquidated Damages as per clause 12.1 above if the delayed or defective shipment/ services has affected the project completion schedule or has resulted in Production losses.
- 12.3 Even after imposition of LDs, if the supplier fails to materialize the delivery (material and or services); the Purchaser reserves the right to cancel Purchase Order/Contract/LC and forfeit the Guarantee (if applicable) after intimating the supplier for such cancellation/forfeiture.

### **SECTION 13. PATENT RIGHTS:**

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

### **SECTION 14. DIRECTIONS:**

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

### **SECTION 15. CONFIDENTIALITY:**

- 15.1 Any data provided by the Company or which the Contractor or its employees have access to, or which they acquire directly or indirectly under this Contract or during the performance of this Contract, shall be deemed Confidential Information. Duplication or disclosure of such Confidential Information by Contractor or any one claiming through it without the prior written consent of the Company is strictly prohibited. All Confidential Information shall be the sole property of the Company. The Contractor hereby agrees not to disclose said data, information, any interpretations thereof, or data derivative there from or any information relating to Company's facilities, installations and operations etc to unauthorized parties or person. This Section also applies to any sub-consultant, assignee or consultants used by the Contractor. The obligations under these provisions shall survive the termination or expiry of this Contract.
- 15.2 Neither the Contractor nor any of its employees shall, except with the prior written consent of the Company, take ground or aerial photographs of the site, rig, installation or existing facilities of the Company.
- 15.3 The Contractor further undertakes that it shall not, except with the prior written consent of the Company:
- i) make any reference publicly, whether to the press or in books, brochures, internal publications, publicity material, magazines and periodicals or by advertisement through radio, television or films or by any other medium relating to:



- a) the Contract or its terms and conditions,
  - b) the nature or extent of Services carried out by the Contractor,
  - c) the method, materials, or equipment used and personnel employed, or
  - d) any other Company information in the possession of the Contractor.
- ii) disclose or convey any of the matters or information referred to in (i) above to any employees of the Contractor not directly concerned with the Contract.

#### **SECTION 16. DEFAULT:**

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

#### **SECTION 17. ARBITRATION:**

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

#### **SECTION 18. TERMINATION:**

- 18.1 In the event of default by the Contractor, the Company shall have the right to terminate the Contract for cause, by giving written notice effective ten (10) days after the date of such notice, unless otherwise specified therein. If the Contractor cures such default within the ten (10) days period, or provides evidence to satisfy the Company that such default does not exist. In addition to any other remedy available under law or in equity, the Company shall be entitled to recover all actual

damages, costs and losses incurred by the Company as a result of default by the Contractor.

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

#### **SECTION 19. FORCE MAJEURE:**

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

#### **SECTION 20. LICENSE, PERMITS, AUTHORIZATION AND CERTIFICATION:**

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

#### **SECTION 21. PHOTOGRAPHY AND ADVERTISING:**

- 21.1 The Contractor undertakes that neither the Contractor nor any of its employees shall, except with the prior written consent of the Company shall take, any ground or aerial photographs of the site,

rig, installation or existing facilities at or around the work site.

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

#### **SECTION 22. SECURITY:**

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

#### **SECTION 23. INSURANCE DEMURRAGE:**

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

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

#### **SECTION 24. EMPLOYMENT OF PAKISTANI NATIONALS**

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

#### **SECTION 25. ASSIGNMENT:**

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

#### **SECTION 26. ENTIRE CONTRACT:**

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

#### **SECTION 27. AMENDMENTS:**

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

#### **SECTION 28. GOVERNING LAW:**

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

#### **SECTION 29. ERADICATION OF CORRUPTION:**

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

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

#### **SECTION 30. NOTICES:**

Any notice, request demand, statement, call, question, intimation, reference, or other Communication required for execution of this Contract shall be made in writing and shall be directed by courier service

or facsimile to the address of the Parties as follows:

**To the Company:**                      Manager ()  
Oil & Gas Development Company limited OGDCL House, Jinnah Avenue,  
Plot No. 3 (New No 3013) F- 6 Jinnah Avenue Blue Area, Islamabad,  
Pakistan Telephone: 0092 -51-92002

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

Notices shall be deemed served when received by the addressee.

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

**COMPANY**

**CONTRACTOR**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Position \_\_\_\_\_

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Witness \_\_\_\_\_

## **ANNEXURE - H**

### **SPECIMEN OF BANK GUARANTEE AS PERFORMANCE BOND**

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

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

Kunnar/KPD-TAY Field,

C/O TCS Office Tando Jam, Hyderabad

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 30 (Thirty) days from the date of delivery of last consignment of material at given destination as per LPO and/or Contract.
4. To keep 50% amount of this guarantee, enforce from the date hereof until 12 months from the date of delivery of last consignment of the material of at given destination as per LPO and/or Contract.
5. 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 their under.
6. This guarantee shall be binding on us and our successor's interest and shall be irrevocable.
7. 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\*. Accordingly, 50% of PBG must be valid for further one year.*

*\* 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**  
Kunnar/KPD-TAY Field,  
C/O TCS Office Tando Jam, Hyderabad

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





## **ANNEXURE - L**

(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 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. \_\_\_\_\_  
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**

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

1. That I am competent to swear this affidavit being proprietor/one or the partners/ Director of M/s \_\_\_\_\_
2. That M/s \_\_\_\_\_ is a proprietorship/partnership firm/company is participating in tender process conducted by OGDCL.
3. That I hereby confirm and declare that none of my/our group/sister concern/associate company is participating/ submitting this tender.
4. That I hereby confirm and declare that my/our firm/company M/s \_\_\_\_\_ and my/ our firm/group/company/ sister concern / associate company have not been black listed/de-listed any Institutional agencies/Govt. Deptt/ Public Sector Undertaking.
5. That there is no change in the Name & Style, Constitution and Status of the firm, after Pre-qualification.
6. That I further undertake that in case any of the facts contained above and in-our application is 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)

**BLACK LISTING PROCEDURE**

**1. Blacklisting.**

Blacklisting means; temporarily or permanently, barring an entity or a person against whom proceedings have been initiated including but not limited to bidder, contractor, supplier, agent, consultant, company, partnership or firm; hereinafter referred to as, Respondent from participating in any future procurement of goods and services. The Respondent(s) individually or collectively as a consortium may stand blacklisted if found to have been involved in any or all of the following acts:

- a) Undermines or adversely affects the operations of the company through any of the following:  
Withdrawing a bid during the bid validity period; Failure or refusal to:
  - i. sign the Contract;
  - ii. accept Purchase Order / Service Order Terms;
  - iii. execute work;
  - iv. submit Bank Guarantee as per tender terms;
  - v. make supplies as per specification agreed;
  - vi. fulfill contractual obligations as per contract;
  - vii. meet purchase order / service order terms and conditions; and/or,
  - viii. to remedy underperformance as per contractual obligations.
  - ix. Or any other non-compliance of obligations vital for the execution / compliance of the contract.
- b) Repeated non-performance.
- c) Indulgences in corrupt or fraudulent practices while obtaining or attempting to obtain contracts in the company.
- d) Convicted of fraud, corruption, tax evasion or criminal misappropriation by a court of competent forum.
- e) Notified blacklisted/debarred/cross debarred by any public sector organization or international agency. In this regards the contractor has to submit a certificate that he or his principal is not declared blacklisted / debarred / cross debarred by any public sector organization or international agency
- f) Furnished information that was false and materially inaccurate or submitted forged or fake documents.

**2. Debarment of Natural Terms.**

The following shall stand disqualified and debarred from participating in OGDCL tenders or contracts pursuant to black listing proceedings:

- i. In case of a company; all directors including its Chairman, Chief Executive and Chief Financial Officer.
- ii. In case of partnership; all partners.

### **3. Debarment of Associated Companies or Entities.**

Where a company or an entity has been blacklisted, all its associated or subsidiary undertaking whether by way of common directorship, common management and control, shareholding or direct or indirect control through directors of blacklisted entity etc. shall also stand disqualified from participating in OGDCL tenders or contracts

### **4. Standing Committee on Procurement Rules Enforcement (Committee).**

- a) The Managing Director shall constitute a Standing Committee on Procurement Rules Enforcement (Committee) with five members. The Chairman of the Committee and at least one member shall be an Executive Director (EG-IX). GM(Legal) should be a permanent member of the committee. The Head of Supply Chain shall act as the Secretary of the Committee.
- b) The Committee shall submit an annual report to the Board of Directors for consideration.
- c) The Committee deliberations as a guiding principle should be based upon adequate evidence. Consideration should be given as to how much credible information is available, and its reasonableness in view of surrounding circumstances, and inferences which may be drawn from the existence or absence of affirmed facts. The assessment should include all documents available and presented.

### **5. Proceedings for blacklisting.**

- a) General Manager (Supply Chain Management) on his own accord or on receipt of information or a complaint shall refer the matter to the Standing Committee on Procurement Rules Enforcement (Committee).
- b) The Committee after examining the material placed before it shall determine whether it is necessary and appropriate to initiate formal black listing proceedings.
- c) In case the Committee decides to initiate blacklisting proceedings Respondent shall be formally intimated in writing about the nature of complain/matter and initiation of blacklisting proceedings.
- d) The Respondent shall be intimated by giving a seven days' notice through courier services, registered post or fax or email and, shall be provided an opportunity of furnishing response either through written representation or personal hearing or both.

In case the Respondent fails to furnish his defense or representation the committee may proceed ex-parte on the basis of information, record and material available before it provided that two subsequent notices at three working day

- e) nbs intervals have been given.
- f) The Committee shall complete its proceedings within 30 days from the date of first notice given pursuant to paragraph (d) above.
- g) The Respondent against whom blacklisting proceedings have been initiated may be represented through:
  - i. In case of an individual or sole proprietorship; in person.

- ii. In case of a firm or partnership; by the Chief executive or the Managing Partner, duly authorized.
- iii. In case of a company; by the Chief Executive or a Director or any officer duly authorized by the Company.

**6. Findings & Decisions.**

- a) The Committee after finalizing its proceedings shall record its findings in writing and decide one of the following measures for implementation:
  - i. Temporarily debarred, specifying the time period;
  - ii. Blacklisted if the Respondent fails to take remedial action within the specified time; or,
  - iii. Blacklisted.
- b) The order of the Committee shall be communicated in writing as per Form 3.
- c) The documents, deliberations reduced in writing and all records of proceedings are to be maintained for five years by the Supply Chain Department.

**7. Appeal.**

- a) The Respondent may appeal within three working days of intimation of decision of the Committee to the Managing Director in writing of any irregularity in the decision of the Committee.
- b) If there exists any substance in the appeal the Managing Director after recorded reasons may direct that Committee may review the case by providing opportunity of hearing to the Respondent provided that the review shall be completed within 15 days.
- c) The Committee shall record its findings in writing and refer the same to the Managing Director for appropriate orders.
- d) If the decision at 6 a(ii) or (iii) materializes then the decision is fit to be publicized and communicated to PPRA, and any other department if deemed necessary, and also hoist on OGDCL website.