

## **Specs, Terms and Conditions for Supply of Locally Produced Demulsifier**

1. The demulsifier is a necessary operational requirement for emulsion breaking, water separation & to reduce BS&W contents to meet on-spec properties of crude oil being dispatched to refineries.
2. OGDCL intends to encourage local manufacturers / producers by purchasing locally produced demulsifier that can meet the operational requirements.
3. Local manufacturers / producers should meet followings:
  - i. *To provide documentary evidence of their R&D / certified blending facility along with the list of equipment's, instruments, facilities, labs and expert man-power etc.*
  - ii. *Should have registered office / certified company.*
  - iii. *The company should have active Professional tax certificate / active tax payer with FBR.*
  - iv. *Supplier / manufacturer shall provide Quality Control Procedures adopted during blending of product.*
  - v. *Bidder to ensure the non-corrosivity of offered product, compatibility with pipeline metallurgy / other equipment's as well as with already in-use chemicals.*
  - vi. *Should have experienced technical man-power for field service(s) to optimize and settle the dosage rates and to address any issues related to use of demulsifier throughout its usage on as and when required basis. Detailed CVs to be provided.*
  - vii. *MSDS sheet shall have to be provided along with technical bid.*
  - viii. *The KPIs for qualified product are breaking of emulsion properly showing clear water cut between oil and water, BS&W in range of 0.05 – 0.1 %, maximum water drop, drop salts in range from 0-5 PTB.*
  - ix. *The offered product should be stable & effective enough to work at ambient temperatures of the field at existing well head facilities, operating / process parameters to get required results at actual field conditions depending on crude chemistry (both low & high API crudes).*
  - x. *Dosage rates should not vary more than 20% of the lab test results.*
  - xi. *OGDCL may conduct if deemed so 3<sup>rd</sup> party independent laboratory report of the product to ensure it meets MSDS parameters.*
  - xii. *Supplier to confirm that supplied product's shelf life shall not be less than 3 years.*
  - xiii. *The demulsifier shall be packed in robust type plastic or steel drums (each containing 208.2 liters) with proper labelling showing product name, supplier's name, manufacturing and expiry dates, batch number, P.O number and quantity of chemical in liters or US gallons.*
  - xiv. *Chemical stock that is either expired or near to expire - Manufacturer to assesses chemical stability & potency based on its formulation, storage conditions and expiry date through relevant tests / ASTM standards & to provide / issue Certificate of Revalidation for future usage of either expired or near to expire chemical stock.*
4. The payment shall be made in PK. Rs through cross check after receipt of material / product at OGDCL store.
5. Delivery period shall be 4 weeks after the date of issuance of purchase order. In case of delay OGDCL reserves the right to cancel PO.
6. Material will be accepted after detailed inspection at site in the light of TORs / SOR, Specs, industry standards etc.

7. Specs of Demulsifier DM-041:

Specific Gravity	1.08 ± 0.05	pH	6.0 ± 0.05
Volatility	Non Volatile	Flash Point	>100 °C
Appearance	Pale Yellow Liquid	Odour	Light Aromatic
Freezing Point	<0 °C	Chemical Nature	Blend of Butyl Glycol & Alkyl Ethoxylate

8. Any detail / clarifications required regarding the material to be supplied must be cleared before submission of bid. No change in submitted bid will be entertained after bid submission date.

*Note: Bidder(s) are requested to read this document carefully and provide complete information required in this TORs. All information required in the Technical Evaluation Criteria must be provided. OGDCL reserves the right to reject Proposals with in-complete or partial information.*

# **TENDER DOCUMENTS**

**TENDER ENQUIRY NO: TE/05/KNR-PFC/2024**

**“Procurement of Demulsifier for Crude Oil of  
Kunnar Oil Field”**

**FIELD MANAGER KUNNAR OIL FIELD  
(LOCAL PROCUREMENT)  
OIL & GAS DEVELOPMENT COMPANY LIMITED**

**BID OPENING DATE: September 03, 2024**

**OGDCL SALES TAX REGISTRATION**

**NO. 07-02-2802-001-55**

**INVITATION FOR BIDS**

**BIDDING DOCUMENT**

**TENDER NO. TE/05/KNR-PFC/2024**

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# OIL & GAS DEVELOPMENT COMPANY LIMITED

## Kunnar / KPD - TAY

NO: TE/05/KNR-PFC/2024

Dated: 22-08-2024

### **SUBJECT: “Procurement of Demulsifier for Crude Oil of Kunnar Oil Field”**

Oil & Gas Development Company Limited 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 “Single Stage Two Envelope Bidding Procedure” as per PPRA rules, for the supply and delivery of ‘Demulsifier’ described in the schedule of requirement as Annexure “A” hereof.

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 “M” are integral part of the Tender Document and its compliance is required by all the prospective bidder(s).

The technical bid will be opened first on the date mentioned in SOR / Tender Notice. The financial bids of the technically qualified bidders will be opened publicly. Technical evaluation report will be published on OGDCL’s website before financial bid opening.

### **1. INSTRUCTIONS TO BIDDERS**

- 1.1. The Bidder shall bear all cost associated with the preparation and delivery of its Bid, 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 may seek clarification of the same in writing, but not later than one week prior to deadline for submission of bid 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. Bidders are required to submit their Bid, which will bear words “**CONFIDENTIAL**” and tender # **TE/05/KNR-PFC/2024**, “**Procurement of Demulsifier for Crude Oil of Kunnar Oil Field**”.
- 1.5. The Purchaser does 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 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. 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 Summary Sheets from Annexure – “B” to “E” and “J” to “M” 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, 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 unloading, Octroi and Zila Tax etc. for delivery of material at Purchaser's stores located at **Kunnar Oil Field, Tando Jam.**
- 2.5. Quoted prices shall be valid for the period mentioned in Annexure A from the opening date of the Technical Bid.
- 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. 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.
- 2.9. 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 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 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:

##### **I/C PF & Corrosion**

Kunnar LPG & Oil Field,  
Oil & Gas Development Company Limited  
C/O TCS Tando Jam District Hyderabad, Sindh-Pakistan  
Phone No. Direct: 022-2789216-17  
E-mail: [kunnar\\_corrosion@ogdcl.com](mailto:kunnar_corrosion@ogdcl.com)

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

##### **Tender Enquiry No. TE/05/KNR-PFC/2024**

##### **“Procurement of Demulsifier for Crude Oil of Kunnar Oil Field”**

**DON'T OPEN BEFORE 1100 HRS ON 03-Sep-2024**

**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.

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

- 5.1. All Bids must be delivered/ dropped in the Office of I/C PF & Corrosion Kunnar Oil Field on or before the prescribed deadline of 10:30 hrs on above mentioned date.
- 5.2. Any bid submitted to Head Office OGDCL shall be treated as cancelled.

## **6. LATE BIDS**

- 6.1. Any bid received by the Purchaser after the prescribed deadline for submission of bids will be rejected and returned un-opened to the bidder.

## **7. BID OPENING**

- 7.1. The purchaser will open the Technical/Financial Bid(s), in the presence of bidders/representative who may choose to attend on date, time & location mentioned above.
- 7.2. The bidder's names, bid prices (with or without discount) including bid price modification and bid withdrawals, if any, and the submission of requisite Earnest Money 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.
- 7.5. 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 in-consistent 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 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 may be asked for a clarification of his bid. The bidder is not permitted, however, to change bid price or substance of his bid.

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

- 9.1. The purchaser will issue the local purchase order (LPO) to the successful bidder whose bid is determined to be technically responsive and financially lowest evaluated.
- 9.2. Terms & Conditions (General) of LPO are available at Annexure-G.

## **10.PERFORMANCE BOND**

- 10.1. The successful bidder will have to submit a performance bond in the shape of bank guarantee equal to 10% of total value of order exclusive of GST, from any schedule bank in Pakistan as per format attached at Annexure-H within 10 days of the receipt of Purchase Order.
- 10.2. In case the successful bidder fails to furnish performance bond, the firm shall be debarred from participation in any future tender of the purchaser in addition to the action taken against such bidder.
- 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, 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.

## **11.PAYMENT**

- 11.1. Payment 100 % after complete delivery & inspection of material and acceptance by OGDCL at site.

## **12.DELIVERY SCHEDULE**

- 12.1. The delivery against the tender “Procurement of Demulsifier for Crude Oil of Kunnar Oil Field TE/05/KNR-PFC/2024” is to be completed WITHIN 04 weeks from the date of receipt of confirm purchase order.

## **13.EXTENSION IN THE DELIVERY / COMPLETION PERIOD**

- 13.1. Provision of the services shall be made by the supplier in accordance with the given delivery schedule 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 Scope of Work or in the specifications of goods, material & equipment by the OGDCL.
  - 13.2.2. Delay in provision of clarifications regarding material, drawings and services by the OGDCL
  - 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/completion period shall be considered only if the supplier/contractor agrees in writing to pay any increase in taxes or any other charges levied by the government during the extended delivery period. OGDCL shall not bear any additional price increase during the extended period.
- 13.5. In case of extension in delivery period, the supplier/contractor will extend validity of Performance Bond accordingly at his cost.
- 13.6. If the supplier/contractor fails to supply/complete the ordered services for any reason, within stipulated time, his Performance Bond with the purchaser shall be forfeited and material shall be purchased from elsewhere at his risk and cost.

## **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 up to 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 other circumstances beyond the control of contractor and the contractor has not intentionally or negligence contributed in the delay, the purchaser may impose liquidated damages for not more than a sum equivalent of 2.5% of delayed or defective shipment per week or part thereof for first two weeks, 1% per week for next three weeks and 1.5% per week exceeding 5 weeks but not exceeding the 5% of LPO/Contract value of the delayed/ defective shipment provided that contractors take immediate remedial measures for the replacement of effective shipment and take prom steps to mitigate the delay. The purchaser may however, impose liquidated damages (a) above if delayed for defective shipment has affected the project completion scheduled or has resulted in production losses.
- 14.3. Even after imposition of LDs, if the supplier fails to materialize the delivery (Material/Services) the purchaser reserves the right to cancel purchase order/contract and to forfeit the guarantee (applicable) after intimating the supplier for such cancellation forfeiture.
- 14.4. For failure to comply with delivery schedule of purchase order, penalty will be imposed on defaulting supplier as under:-

- 14.4.1. The penalty is at 1% of the cost of entire order (excluding GST) or of such items as remains unsupplied for every day up to maximum of 5% for 10 days exceeding the delivery period.
- 14.4.2. If the material is not supplied even after paying penalty for 10 (ten) consecutive days. OGDCL reserves the right to cancel supply order and to obtain the required items from elsewhere at your risk and cost.
- 14.4.3. In case supplier fails to deliver the goods against order, the purchaser reserves the right to claim interest/financial charges from the supplier.

## **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 Field Manager Kunnar Oil Field 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/e-mail issued by the Field Manager Kunnar Oil Field. The supplier shall be liable for the storage charges at 0.5% (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 will be final and binding on both the parties.

## **17.WARRANTY**

- 17.1. The supplier/ contractor shall warrant that all supplied material 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/ Contractor 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/ contractor will invariably provide warranty/guarantees

## **18.QUALIFICATION OF SELECTED BIDDERS**

- 18.1. The purchaser will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated, technically responsive bid qualifies to satisfactorily perform the order.
- 18.2. The determination will take into account the bidders financial, technical & production capabilities, availability of items ordered for. The bidder 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. 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.LITIGATION CLAUSE:**

- 19.1. Without prejudice to other right of the Company, tenderer, their subcontractors and other suppliers shall be disqualified from participating in the bidding process if:
- 19.1.1. they are or have been at any time during the past five year, involve in litigation, arbitration or any other dispute or even that may in the opinion of the company, have material adverse effect on the Tender's ability to perform the Contract.
- 19.1.2. Its involvement in litigation is chronic.
- 19.1.3. Its past conduct or execution of works under contract has been poor.
- 19.2. **You are encouraged to inform Managing Director & Head of Department 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>
Managing Director	OGDCL House, Jinnah Avenue, Islamabad	051-9209701	051-9209708	<a href="mailto:md@ogdcl.com">md@ogdcl.com</a>
I/C PF & Corrosion	Kunnar Oil Field, Tando Jam, Hyderabad	022-2789216	022-2761410	<a href="mailto:kunnar_corrosion@ogdcl.com">kunnar_corrosion@ogdcl.com</a>

Yours faithfully,  
For (Oil and Gas Development Company Limited)

**I/C PF & Corrosion**

Kunnar Oil Field,

Oil & Gas Development Company Limited

C/O TCS Tando Jam District Hyderabad, Sindh-Pakistan

Phone No. Direct: 022-2789216-17

E-mail: [kunnar\\_corrosion@ogdcl.com](mailto:kunnar_corrosion@ogdcl.com)





**OIL AND GAS DEVELOPMENT COMPANY LIMITED  
KUNNAR OIL FIELD, TANDO JAM HYDERABAD SINDH**

**Specs, Terms and Conditions for Supply of Locally Produced Demulsifier**

**Subject: Procurement of Demulsifier for Crude Oil of Kunnar Oil Field (TE/05/KNR-PFC/2024)**

1. The demulsifier is a necessary operational requirement for emulsion breaking, water separation & to reduce BS&W contents to meet on-spec properties of crude oil being dispatched to refineries.
2. OGDCL intends to encourage local manufacturers / producers by purchasing locally produced demulsifier that can meet the operational requirements.
3. Local manufacturers / producers should meet followings:
  - i. *To provide documentary evidence of their R&D / certified blending facility along with the list of equipment's, instruments, facilities, labs and expert man-power etc.*
  - ii. *Should have registered office / certified company.*
  - iii. *The company should have active Professional tax certificate / active tax payer with FBR.*
  - iv. *Supplier / manufacturer shall provide Quality Control Procedures adopted during blending of product.*
  - v. *Bidder to ensure the non-corrosivity of offered product, compatibility with pipeline metallurgy / other equipment's as well as with already in-use chemicals.*
  - vi. *Should have experienced technical man-power for field service(s) to optimize and settle the dosage rates and to address any issues related to use of demulsifier throughout its usage on as and when required basis. Detailed CVs to be provided.*
  - vii. *MSDS sheet shall have to be provided along with technical bid.*
  - viii. *The KPIs for qualified product are breaking of emulsion properly showing clear water cut between oil and water, BS&W in range of 0.05 – 0.1 %, maximum water drop, drop salts in range from 0-5 PTB.*
  - ix. *The offered product should be stable & effective enough to work at ambient temperatures of the field at existing well head facilities, operating / process parameters to get required results at actual field conditions depending on crude chemistry (both low & high API crudes).*
  - x. *Dosage rates should not vary more than 20% of the lab test results.*
  - xi. *OGDCL may conduct if deemed so 3<sup>rd</sup> party independent laboratory report of the product to ensure it meets MSDS parameters.*
  - xii. *Supplier to confirm that supplied product's shelf life shall not be less than 3 years.*

- xiii. The demulsifier shall be packed in robust type plastic or steel drums (each containing 208.2 liters) with proper labelling showing product name, supplier's name, manufacturing and expiry dates, batch number, P.O number and quantity of chemical in liters or US gallons.
- xiv. Chemical stock that is either expired or near to expire - Manufacturer to assesses chemical stability & potency based on its formulation, storage conditions and expiry date through relevant tests / ASTM standards & to provide / issue Certificate of Revalidation for future usage of either expired or near to expire chemical stock.
4. The payment shall be made in PK. Rs through cross check after receipt of material / product at OGDCL store.
5. Delivery period shall be 4 weeks after the date of issuance of purchase order. In case of delay OGDCL reserves the right to cancel PO.
6. Material will be accepted after detailed inspection at site in the light of TORs / SOR, Specs, industry standards etc.
7. Specs of Demulsifier DM-041:

Specific Gravity	1.08 ± 0.05	pH	6.0 ± 0.05
Volatility	Non Volatile	Flash Point	>100 °C
Appearance	Pale Yellow Liquid	Odour	Light Aromatic
Freezing Point	<0 °C	Chemical Nature	Blend of Butyl Glycol & Alkyl Ethoxylate

8. Any detail / clarifications required regarding the material to be supplied must be cleared before submission of bid. No change in submitted bid will be entertained after bid submission date.

*Note: Bidder(s) are requested to read this document carefully and provide complete information required in this TORs. All information required in the Technical Evaluation Criteria must be provided. OGDCL reserves the right to reject Proposals with in-complete or partial information.*

## **GENERAL TERMS AND CONDITIONS:**

- A. BIDS MUST BE SUBMITTED UNDER TWO ENVELOPES BIDDING SYSTEM i.e. TECHNICAL & FINANCIAL BID SEPARATELY ON DUE DATE.
- B. FINANCIAL BIDS OF ONLY TECHNICALLY RESPONSIVE BIDDERS WILL BE OPENED PUBLICLY.
- C. AFTER TENDER OPENING "TECHNICAL BIDS" WILL BE REVIEWED. THE BIDS WILL BE BROUGHT TECHNICALLY AT PAR BY SEEKING CLARIFICATIONS. THE BIDDERS WILL NOT BE ASKED FOR ANY PRICE CHANGE IN THEIR FINANCIAL BIDS DUE TO CERTAIN CLARIFICATIONS AND SUBSEQUENT CHANGE IN THEIR TECHNICAL PROPOSALS. THE BIDDERS WILL NOT BE ALLOWED TO SUBMIT SUPPLEMENTARY PRICE PROPOSALS IN A SEPARATE SEALED ENVELOPE TO MAKE IT A PART OF THE ALREADY SUBMITTED UNOPENED FINANCIAL BIDS AND TO ADJUST THEIR QUOTED PRICE SUBSEQUENTLY AFFECTED DUE TO CHANGE IN TECHNICAL PROPOSALS.
- D. SEALED FINANCIAL BIDS OF TECHNICALLY NON-RESPONSIVE BIDDERS WILL BE RETURNED UN-OPENED.
- E. OGDCL RESERVES THE RIGHT TO REJECT ANY OR ALL THE BIDS WITHOUT ASSIGNING ANY REASON.
- F. QUOTED PRICES MUST BE FIRM (INCLUSIVE OF GST, OTHER TAXES, AND DUTIES).
- G. OGDCL EVALUATE THE BID(S) FULL PACKAGE WISE.
- H. THE MAXIMUM DELIVERY TIME FOR SUPPLY ITEMS IS EIGHT (08) WEEKS FROM THE DATE OF RECEIPT OF FIRM PURCHASE ORDER
- I. BIDDERS TO SUBMIT THEIR COMPANY PROFILES, EXPERIENCE OF SIMILAR SUPPLIES IN PAKISTAN ALONG WITH TECHNICAL BIDS
- J. ANY BID SUBMITTED TO HEAD OFFICE OGDCL SHALL BE TREATED AS CANCELLED.

**BIDDING FORM (TECHNICAL BID)**

Oil & Gas Development Company Limited  
Kunnar Oil Field,  
Tando Jam, Hyderabad, Sindh-Pakistan

Gentlemen,

1. Having examined the Bidding Documents including the specifications, the receipt of which is hereby acknowledged, we the undersigned offer to supply & deliver **Demulsifier for Crude Oil of Kunnar Oil Field** in conformity with specifications of the chemical and conditions of Tender Document.
2. We undertake if our bid is accepted, to commence delivery within **04 weeks** 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 (*Please specify days*) from the date fixed for receiving the same & 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 \_\_\_\_\_ 202\_\_\_\_\_

(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

Kunnar Oil Field,

Tando Jam, Hyderabad, Sindh-Pakistan

Gentlemen,

1. Having examined the Bidding Documents including the specifications, the receipt of which is hereby acknowledged, we the undersigned offer to supply & deliver **Demulsifier for Crude Oil of Kunnar Oil Field** in conformity with specifications of the chemical, SOR 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 \_\_\_\_\_ 202\_\_\_\_\_

(Signature)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

\_\_\_\_\_

(Signature of Witness)

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

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

**BID SUMMARY SHEET**  
**TENDER NO. (TE/05/KNR-PFC/2024)**  
**(TO BE ATTACHED WITH TECHNICAL BID)**

1. Bidder Name \_\_\_\_\_  
Address, Phone & Fax No \_\_\_\_\_  
E-mail address \_\_\_\_\_
2. Manufacturer Name & \_\_\_\_\_  
Country of Origin: \_\_\_\_\_  
(Where required) \_\_\_\_\_
3. Item Quoted: \_\_\_\_\_
4. Price Validity: \_\_\_\_\_
5. Offered Delivery Period: \_\_\_\_\_
6. Payment Terms: \_\_\_\_\_
7. GST Registration No.: \_\_\_\_\_
8. Bidding Form (Annexure-B Attached with Technical Bid): a) Yes b) No
9. Bid Bond Attached with TECHNICAL Bid: a) Yes b) 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 a) Yes b) No  
(To be attached with Technical Bid)
11. Any Deviation: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Contact # \_\_\_\_\_

**BID SUMMARY SHEET**  
**TENDER NO. (TE/05/KNR-PFC/2024)**  
**(TO BE ATTACHED WITH FINANCIAL BID)**

1. Bidder Name \_\_\_\_\_  
Address, Phone & Fax No \_\_\_\_\_  
E-mail address \_\_\_\_\_
2. Manufacturer Name & \_\_\_\_\_  
Country of Origin: \_\_\_\_\_  
(Where required) \_\_\_\_\_
3. Item Quoted: \_\_\_\_\_
4. Total FOR Price (Inclusive of all taxes except GST): Rs. \_\_\_\_\_
5. Total FOR Price (Inclusive of all taxes with GST): Rs. \_\_\_\_\_
6. GST Registration No.: \_\_\_\_\_
7. Bidding Form (Annexure-C Attached with Financial Bid): a) Yes b) No
8. Any Deviation: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Contact # \_\_\_\_\_

**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 Oil Field,  
Tando Jam, Hyderabad, Sindh-Pakistan**

In consideration of \_\_\_\_\_ hereinafter called  
“THE BIDDER” HAVING SUBMITTED THE ACCOMPANYING Bid 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 ---- 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 or refuses to execute the Purchase Order in accordance with the tender documents, **OR**
  - b) fails or refuses to furnish Performance Bond in accordance with the tender documents **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)**





## OIL & GAS DEVELOPMENT COMPANY LTD

Oil & Gas Development Company Limited  
Kunnar LPG & Oil Field,  
C/o TCS Office Tando Jam, Hyderabad, Sind, Pakistan

Tel: +92-22-2789216  
Fax: +92-22-2761410  
Email: [kunnar\\_corrosion@ogdcl.com](mailto:kunnar_corrosion@ogdcl.com)  
Website: [www.ogdcl.com](http://www.ogdcl.com)  
GST No: 07-02-2802-001-55

LPO No : TE/05/KNR-PFC/2024

ISSUED ON : \_\_\_\_\_

M/s \_\_\_\_\_

SUBJECT: **LOCAL PURCHASE ORDER.**

Dear Sir,

Ref your quotation dated \_\_\_\_\_ opened on \_\_\_\_\_ against our Press  
Tender/Tender Enquiry/Fax Enquiry # (TE/05/KNR-PFC/2024)  
dated \_\_\_\_\_ regarding procurement of  
\_\_\_\_\_.

We feel pleasure in placing an order on you for the supply of stores given below. Terms and  
Conditions of supply are noted below and on reverse.

A/C CODE: \_\_\_\_\_ INDENT No. \_\_\_\_\_ DT. \_\_\_\_\_ FOR: Kunnar LPG & Oil Field, Department of PF &  
Corrosion

Sr. #	Description	Qty	Unit	Index #	Unit Rate (PKR/Ltr)		
					Excl of GST	Incl of GST	Total PKR
	Demulsifier (Brand Name XXX)	2500	Ltr				

### **TERMS & CONDITIONS:**

- DELIVERY PLACE & PERIOD:** At Kunnar LPG & Oil Field, Tando Jam, Hyderabad within 4 weeks after issuance of LPO.
- PAYMENT CLAUSE:** **100%** PAYMENT will be made AFTER 100% DELIVERY of Chemical on Site.
- PERFORMANCE BOND:** 10% PERFORMANCE BOND IN SHAPE OF BANK GUARANTEE AS PER **CLAUSE # 10.1** OF TENDER DOCUMENTS MUST BE SUBMITTED WITHIN **10DAYS**.
- INSPECTION:** As per Clause # 16 of Tender Documents

PLEASE ACKNOWLEDGE RECEIPT OF THIS ORDER IMMEDIATELY  
ACKNOWLEDGEMENT AND/OR PERFORMANCE, PARTIAL OR COMPLETE, OF  
THIS PURCHASE ORDER SHALL CONSTITUTE THE SUPPLIER/SELLER'S  
ACCEPTANCE OF ALL TERMS AND CONDITIONS OF THIS PURCHASE ORDER  
WITHOUT REGARD TO AND IN SUPERCESSION OF ANY AND ALL PREVIOUS  
CORRESPONDENCE/ DOCUMENTATION BETWEEN THE PARTIES.

for **OIL & GAS DEVELOPMENT COMPANY LTD**

## **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 10 (Ten) 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.
4. **INSPECTION:** All items of this order will be subject to acceptance/rejection by the Inspection Committee/3rd Party Inspector (if required) or OGDCL rep, 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 Field Manager Kunnar Oil Field. 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 10 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 15% of the total value of the Purchase Order.
5. **PENALTY:** For failure to comply with Delivery Clause, penalty shall be imposed on the Supplier as under:
  - a. The penalty 1% of cost of entire order or such items as remain un-supplied for every day up to a maximum of 5% for 10 days exceeding the delivery period.
  - b. If the material is not supplied even after paying penalty for 10 (ten) consecutive days. OGDCL reserves the right to cancel the supply order and to obtain the required items from elsewhere at your risk and cost.
6. **DOCUMENTATION FOR PAYMENT:** Following documents must be provided after receipt of Local Purchase Order (LPO) and payment will be processed only after receipt of said certificates:
  - a. National Tax Number (NTN), General Sales Tax (GST) and Professional Tax Paid Certificates must be provided by the firm immediately after receipt of Local Purchase Order (LPO) and payment will be processed only after receipt of said certificates.
  - b. Commercial Invoice having NTN/CNIC Numbers
  - c. Sales Tax Invoice
  - d. Professional Tax Paid Certificate
  - e. Copy of valid Tax Exemption Certificate (if any)
  - f. Delivery Challan
  - g. Annexure-C of FBR showing tax paid on account of this LPO

7. **You are encouraged to inform the M.D. and Head of Deptt(s) on the following addresses/ contacts, in case where any OGDCL employee asks for any type of favour whether monetary or in kind:**

**Managing Director**  
**OGDCL House, Jinnah Avenue,**  
**Islamabad**  
**Tel: +92-51-9209701**  
**Fax: +92-51-9209708**  
**Email: [md@ogdcl.com](mailto:md@ogdcl.com)**

**IC PF & Corrosion**  
**Kunnar LPG & Oil Field,**  
**Tando Jam, Hyderabad**  
**Tel: +92-22-2789216**  
**Email:**  
**[kunnar\\_corrosion@ogdcl.com](mailto:kunnar_corrosion@ogdcl.com)**

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. Acknowledge receipt of this order immediately

**SPECIMEN OF BANK GUARANTEE AS PERFORMANCE BOND**

**Guarantee #** \_\_\_\_\_

**Date of issue: -** \_\_\_\_\_

**Date of expiry:-** \_\_\_\_\_

**Amount: -** \_\_\_\_\_

**Oil & Gas Development Company Limited**

**Kunnar Oil Field,**

**C/o TCS Tando Jam, Hyderabad, Sindh-Pakistan**

In consideration of your issuance of Local Purchase Order # / / \_\_\_\_\_ dated \_\_\_\_\_ to M/s. \_\_\_\_\_ called supplier and in consideration for value received from supplier we (Please mention name of Bank) at the request of M/s. (Please mention name of supplier) hereby agree and undertake as:-

1. To make unconditional payments to you as called upon 10% of the value of the LPO (please mention amount of guarantee in 20 words and figures) mentioned in the said LPO on your return demands without further recourse, question or reference to supplier or any other person in the event of default, non-performance or non-fulfillment by supplier of his obligations, liabilities, responsibilities under the said LPO which you shall be the soul 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 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.
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.
5. That no grant of time or other indulgence to, amendment in the terms of LPO by agreement between the parties or imposition or agreement with LPO 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.

(BANKER)

**ANNEXURE-I**

**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, 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 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, tender'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**

**FAIR PRICE CERTIFICATE**

We M/S \_\_\_\_\_ hereby certify

That prices quoted by us against oil and gas development limited tender enquiry no. TE/05/KNR-PFC/2024 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.**

## **Integrity and Ethics Undertaking**

(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.

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. \_\_\_\_\_

**AFFIDAVIT**

(Form 4

Mandatory for participation in Bidding Process)

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. 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.
- e) 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 days 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.