**Annexure “B”**

**BID BOND**

Oil & Gas Development Company Limited, Guarantee No……………………

UCH Gas Field Balochistan Date of issue...…………………..

Date of expiry …………………... Amount……………………………

Dear Sir,

In consideration of M/s………………………………………………………………………..

herein after called “THE BIDDER” having submitted the accompanying Bid with reference to OGDCL tender enquiry No: **TE/UCH/PF/002/2020** and in consideration of value received from (the Bidder above), we hereby agree to undertake as follows:-

1. To make unconditional, immediate and forthwith payment of the sum of PKR **40,000/-** **(PKR Forty Thousand Only)** upon your FIRST and SIMPLE written demand without further recourse, question, query, deferment, contestation or reference to the bidder, account party or any other person in the event of the withdrawal of the aforesaid bid by the BIDDER before the end of the period specified in the Bid after the 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 Company during the period of bid validity:

1. Fails, refuses or delays to execute the Contract in accordance with the instruction to Bidders, or
2. Fails, refuses or delays to furnish Performance Bond in accordance with the instruction to Bidders.

1. To accept written demand from you as conclusive, sufficient and final evidence of the existence of a default of non-compliance, breach or default as aforesaid on the part of the BIDDER and to make payment immediately and forthwith upon receipt of your FIRST and SIMPLE written demand.
2. No grant of time or other indulgence to, or composition or arrangement with the BIDDER in respect of the aforesaid Bid with or without notice to us shall affect this Guarantee and our liabilities and commitments hereunder.
3. This is an independent and direct obligations guarantee and shall be binding on us and our successor in-interest and shall be irrevocable.
4. The Guarantor Bank warrants and represents that it is fully authorized, empowered and competent to issue this guarantee.

**Yours faithfully,**

**(B A N K E R S)**

**Note: Bid Bond issued from NIB and Summit Bank will not be acceptable.**

**Annexure -“C”**

**PERFORMANCE BOND/BANK GUARANTEE**

Oil & Gas Development Company Limited, Guarantee No…………………

UCH Gas Field Balochistan Date of issue …………………

Date of expiry …………………

Amount…………………………

Dear Sir,

Ref: Our Bank Guarantee No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_in the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Account\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Amount of Contract/Job\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In consideration of you having entered into contract No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_called Contractor and in consideration of value received from CONTRACTOR, we hereby agree and undertake as follows:

* 1. To make unconditional, immediate and forthwith payment to you as called upon of an amount (equivalent to 10% of total contract value in Pak Rupees) on your written FIRST and SIMPLE demand without further recourse, question, query, deferment, contestation or reference to CONTRACTOR or any other person, in the event of default, non-performance or non-fulfillment by CONTRACTOR of his obligations liabilities, responsibilities under the said Contract of which you shall be the sole and absolute judge.
  2. To accept written demand from you as conclusive, sufficient and final evidence of the existence of a default or breach as aforesaid on the part of CONTRACTOR and to make payment immediately and forthwith upon receipt of your FIRST and SIMPLE written demand.
  3. To keep this Guarantee in full force and effect from the date hereof until…………… from the date of contract execution / mobilization Notice.
  4. That no grant of time or other indulgence to, amendment in the terms of the contract by Agreement between the parties, or imposition of Agreement with contractor in respect of the performance of his obligation under and in pursuance of the said Agreement with or without notice to us, shall in any manner discharge of otherwise however affect this Guarantee and our liabilities and commitments there under.
  5. This is an independent and direct obligations guarantee and shall be binding on us and our successor in-interest and shall be irrevocable.
  6. This Guarantee shall not be affected by any change in the constitution of the Guarantor Bank or the constitution of the Contractor.
  7. The Guarantor Bank warrants and represents that it is fully authorized, empowered and competent to issue this guarantee.

Authorized Sign for Issuing Bank

**Seal of the Bank**

**Annexure -“D”**

**BIDDING FORM**

Date………………….

Tender Enquiry No. ………………….

To

Oil & Gas Development Company Limited,

OGDCL House, Plot # 3013,

Blue Area, Islamabad

Gentlemen,

Having examined the scope of work and Instructions to bidders of Invitation to Bids, the receipt of which is hereby acknowledged, we the undersigned, offer to supply the services as **“COLD REPAIRING SERVICES FOR EXTERNAL METAL LOSS/ANOMALIES ON 26 INCH (DIA) SALE GAS PIPELINE”** 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 180 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.

1. 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.
2. 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.
3. 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……………………….2020,

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

1. …………………………………………..

(Name) (Signature)

2. ………………………………………….

(Name) (Signature)

**Annexure-“E”**

(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:

* + 1. That we will not directly or through any other person of firm, officer promise or give to any of the employees of OGDCL involved in the tender process or execution of the contract any gain, pecuniary benefit of facilitation payment in order to obtain in exchange any advantages of any kind whatsoever during the tender process or during the execution of contracts.
    2. That we have not and will not enter with other bidders into any undisclosed agreement or undertaking either formal or informal to restrict competitiveness sort to cartelize in the bidding process.
    3. That we will ensure that the remuneration of agents (if engaged) is appropriate and for legitimate services only.
    4. That we will not use subcontracts, purchase orders or consulting agreements as means of channeling payments to employees of OGDCL.
    5. 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 the contract.

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

We also accept and undertaking to respect and uphold OGDCL,s absolute right to resort to and impose such disqualification, debarment or execution.

For and on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tender No: **TE/UCH/PF/002/2020**

**ANNEXURE-“F”**

**Mandatory for participation in Bidding Process**

**A F F I D A V I T**

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

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.

* 1. That I hereby confirm and declare that none of my/our group/sister concern/associate company is participating/ submitting this tender.
  2. That I hereby confirm and declare that my/our firm/company M/s

and my/our firm/group/company/ sister concern / associate company or any of its directors have not been black listed/de-listed by any Institutional agencies/Govt. Deptt/ Public Sector Undertaking.

* 1. That there is no change in the Name & Style, Constitution and Status of the firm, after Pre-qualification.
  2. That I further undertake that in case any of the facts contained above and in-our application is round other-wise or incorrect or false at any stage, my/our firm/company/ group/sister concerns/ associate companies shall stand debarred from the present and future tenders of the OGDCL.

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

DEPONENT

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

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

DEPONENT

(Signature & Seal of Notary)

**ANNEXURE – G**

**DATA SUMMARY SHEET**

**(To be attached with Technical 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 (where applicable):

BID BOND SUBMITTED BY

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

IN CASE OF JV PARTNERS (NAME OF LEAD PARTNER NAME OF ALL OTHER JV PARTNERS COPY OF JV AGREEMENT CLEARLY STATING THE RESPONSIBILITY OF EACH PARTY TO BE ATTACHED WITH THE TECHNICAL BID

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

ANNEXURE –F DULY ATTESTED BY NOTARY PUBLIC.

**ANNEXURE – H**

**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 ATTACEHD WITH THE TECHNICAL BID**

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**ANNEXURE – I**

**DECLARATIONS**

**CONTRACT NO. TE/UCH/PF/002/2020**

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.
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.
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.
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.
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.

ON THE BEHALF OF CONTRACTOR

SIGNATURE & OFFICIAL SEAL