



OGDCL PAKISTAN:
OIL & GAS DEVELOPMENT
COMPANY LIMITED

JHAL MAGSI RAW/PROCESSED GAS SALE PROJECT

**TENDER DOCUMENTS *FOR*
SALE OF JHAL MAGSI GAS**



*ENAR Petrotech Services
Pvt. Limited*



I – INVITATION TO BID

INVITATION TO BID
(To be typed on OGDCL's Letterhead)

Ref:

Date:

Sub:Jhal Magsi Raw/Processed Gas Sales Project

Dear Sir(s),

- 1) Oil & Gas Development Company Limited (OGDCL) hereinafter called Company is the national flagship Oil & Gas Company of Pakistan. The company is actively engaged in exploration, drilling and production activities and is market leader in terms of acreage reserves and production. Company is operator of Jhal Magsi Field, located in Jhal Magsi District Baluchistan Province, a JV of OGDCL (56 %), Pakistan Oil Fields POL (24%) and Government Holdings Pvt. Limited GHPL (20 %).

The Economic Coordination Committee (ECC) of the Cabinet has allocated Jhal Magsi Gas to OGDCL for sale to any third party selected through a competitive bidding process under Term of Gas Sale & Purchase Agreement (GSPA).

OGDCL has decided to proceed to carry out competitive bidding process for the allocation of Jhal Magsi gas (raw gas or processed gas) to potential buyer offering a highest economic value of Jhal Magsi Gas to JHAL MAGSI JV.

OGDCL will execute a GSPA with the Successful bidder, the gas will be supplied at field gate and title of gas will be shifted to successful bidder. All the GoP & Regulatory Bodies approvals related to utilization of this gas will be responsibility of Successful bidder.

In case of sale of processed gas to Buyer, Buyer will install necessary facilities like gas compression , gas liquefaction, gas utilization, gas transportation etc (as proposed by Buyer in the technical bid document to be submitted to OGDCL under this tender).

In case of sale of raw gas to Buyer, Buyer will install necessary facilities for the utilization of raw gas (as proposed by Buyer in the technical bid document to be submitted to OGDCL under this tender). In case of sales of Raw Gas, the successful

bidder will be responsible to deliver 1 MMscfd (approx.) Processed Gas of Pipeline quality (by installing necessary processing facilities) through metering at buyer field gate back to OGDCL for supply to Jhal Magsi Town. OGDCL will not make any payment for this 1 MMscfd Gas.

The Buyer will have the right to sell or utilize 100% of the Gas - under its own arrangement. All the arrangements of gas selling or utilization after the delivery point will be responsibility of Buyer.

- 2) The bidding requirements are detailed in the enclosed Bidding Document which consists of:
 - Section – I : Invitation to Submit Bid Proposal(s)
 - Section – II : Instruction to Bidders
 - Section – III : Proposed Arrangement, Gas Offered, Metering & Field Data
 - Section-IV : Draft GSPA

- 3) Clarification, or any other information, if required can be obtained from below given addresses:
 - a) **General Manager (SCM)**
Oil & Gas Development Company Limited
1st Floor, OGDCL House, Blue Area
Islamabad, Pakistan
Telephone: (92-51) 9209882
Fax No.: (92-51) 9209859

 - b) **Manager(KPD-TAY/Jhal Magsi Projects)**
Oil & Gas Development Company Limited
9 Floor, OGDCL House, Blue Area
Islamabad, Pakistan
Telephone: (92-51) 920023736
Fax No.: (92-51) 9209859
E-mail: ali_mirani@ogdcl.com

- 4) The Bidding Document contains required information necessary for preparation of the Bid Proposal(s). The bidder(s) are advised to carefully review and examine the Document. However, it is the sole responsibility of the bidder(s) to become fully informed about existing and expected conditions at the field(s) and its surroundings.

- 5) The bidder(s) are required to undertake that they have not tried to reach any understanding with other Bidders. Further, their bid proposal has been prepared independently and they have not disclosed the details of their bid proposal to other Bidders to influence their participation in the Biding process or to eliminate or to reduce competition.
- 6) OGDCL will not be responsible for any cost or expenses incurred by the Bidders in connection with the preparation or delivery of Bid Proposal and Field visits.
- 7) The Bid Proposals are invited under two stage two envelopes system. The Bid Proposals are required to be submitted in two separate envelopes sealed and clearly marked as per details given in enclosed Instructions to Bidders (ITB). In stage 1 only technical bids will be evaluated , any additions/ deletion that may arise during evaluation & clarifications process of technical bid will be finalized accordingly and bidders will be allowed to submit final technical bids and revised financial bids (if they require). In stage 2 the financial evaluation will be carried out of technically qualified bidders.
- 8) All Bid Proposals must be accompanied by a Bid Bond in shape of Bank Guarantee or a Pay Order / Demand Draft equal to US\$ 75,000.00 in case of Raw gas & US \$ 5,000.00/MMscfd ---- in case of Processed Gas _____ which shall be returned in case of the un-successful bidders.
- 9) The successful bidder will have to submit a Performance Bond in the shape of Bank Guarantee or a Pay Order /Demand Draft equal to US \$ 2.5 Million in case of Sales of Raw Gas and US \$ 300,000/ MMscfd in case of Sales of Processed Gas to OGDCL within 15 days of issuance of Letter of Intent.. The Performance Bond will be returned after completion of Intended facilities of Buyer and start of first gas.
- 10) In accordance with Section-II of Instructions to Bidder (ITB), the Bid Proposal must be delivered at OGDCL's office in accordance with the ITB on or before 1100 hours on _____. If the Bid submission date falls on a public holiday the Bid shall be submitted on the next working day/date.
- 11) Your offer must be valid for 180 days from the date the technical bid proposals are opened.
- 12) OGDCL reserves the right to accept or reject any or all Bids received under this Tender without assigning any reason, whatsoever.

- 13) The bidder(s) formally selected by OGDCL shall be required to enter into a Project Implementation Agreement (PIA) and Gas Sales and Purchase Agreement (GSPA) with OGDCL, incorporating the provisions stated in this Document.

Kindly acknowledge receipt of the Document by return fax to the undersigned.

Yours faithfully,
For Oil & Gas Development Company Limited

LETTER OF INTENTION TO BID

Oil & Gas Development Company Limited
Islamabad
(Pakistan)

Dear Sir(s)

JHAL MAGSI RAW/PROCESSED GAS SALES PROJECT

(Tender Enquiry No. _____)

We acknowledge receipt of the above mentioned Bidding Document.

We confirm that we shall be submitting our Bid Proposal for subject Project complying with the Bidding Document on intimated submission date.

We are enclosing the duly signed secrecy declaration and Proforma for field visit.

Yours faithfully

Signature: _____

Name: _____

Position: _____

LETTER OF DECLINING TO BID

Oil & Gas Development Company Limited
Islamabad
(Pakistan)

Dear Sir(s)

JHAL MAGSI RAW/PROCESSED GAS SALES PROJECT

(Tender Enquiry No. _____)

We acknowledge receipt of the above mentioned Bidding Document.

We regret in this instance, that we shall not be submitting the Bid Proposal. We are therefore, returning herewith the Bidding Document in full together with duly signed Secrecy Declaration for your record.

Yours faithfully

Signature: _____

Name: _____

Position: _____

SECRECY DECLARATION

Oil & Gas Development Company Limited
Islamabad
(Pakistan)

JHAL MAGSI RAW/PROCESSED GAS SALES PROJECT

(Tender Enquiry No. _____)

We the undersigned _____ having our principal office at _____ (hereinafter referred to as the Bidders) hereby declare to Oil & Gas Development Company Limited, Islamabad – Pakistan (hereinafter referred to as OGDCL) to accept the following terms and conditions on which OGDCL is prepared to communicate to the bidder(s) certain Confidential Information as hereinafter defined:

1. **DEFINITIONS**

1.1 “Confidential Information” shall mean any knowledge and information in connection with the Project at any time disclosed to the Bidder by or on behalf of the OGDCL in writing, in drawing or in any other form or acquired by the Bidder from the OGDCL, as well as all data derived from such knowledge and information at the time of such disclosure or acquisition is not:

- in the free and lawful possession of the Bidder/buyer or
- part of public knowledge or literature.

1.2 “Confidential Record” shall mean all manuals, specifications, drawings, letters, telexes and any other material containing Confidential Information. For the purpose of Clauses 2 and 5 Confidential Information shall include Confidential Record.

2. **CONFIDENTIALITY**

2.1 **The Bidder**

- Shall preserve and cause its employees to preserve the secrecy of all Confidential Information.
- Shall not use or disclose the confidential information except with the prior written consent of OGDCL and subject to the conditions contained in Clause-5, for any purpose other than the performance of the contract for the Project or the preparation and submission of a Bid Proposal for the Project.

2.2 The undertakings under 2.1 above shall continue in so far as the Confidential Information in question has not:

- become part of public knowledge or literature, or
- been disclosed to the Bidder by a third party (other than one disclosing on behalf of OGDCL) whose possession of such information is lawful and who is under no secrecy obligation with respect to the same.

3. **COPYRIGHT**

The copyright of the Confidential Record shall, in the absence of any express provision to the contrary be vested in OGDCL.

4. **RETURN OF CONFIDENTIAL RECORD**

Upon completion of the Project, or if it is decided that the Project will not be entrusted to the Bidder, upon notification to the Bidder of such decision, the Bidder shall return to OGDCL all Confidential Record.

5. **THIRD PARTY**

The Bidder shall ensure that under the terms of this Secrecy Declaration any of the Confidential Information comes to the knowledge and/or in the possession of any third party, the Bidder shall require from such third party that it shall abide by stipulations equivalent to those contained in this Secrecy Declaration

Agreed and accepted this _____ day of _____.

Signature: _____

Name: _____

Position: _____

PROFORMA FOR SITE VISIT

Manager (Foreign)-Procurement
Oil & Gas Development Company Limited
Supply Chain Management Department
OGDCL House, Plot No. 3 (New No. 3013) F-6/G-6,
Jinnah Avenue, Islamabad (Pakistan)
Phone No: 92-51-920022144
Email: irshad_muhammad@ogdcl.com

Dear Sir(s)

JHAL MAGSI RAW/PROCESSED GAS SALES PROJECT

(Tender Enquiry No. _____)

Our following representative(s) will visit Jhal Magsi Field on the date(s) to be intimated by OGDCL.

The representative(s) nominated for the visit are:

	<u>FULL NAME</u>	<u>NATIONALITY</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____

We accept that the visit will be coordinated by OGDCL but the arrangements and costs for the visit including Visas, Travel and Accommodation costs will be to our account.

Yours faithfully

Signature: _____

Position: _____

Enclosures:

Copy of National Identity Card(s)/Valid Passport(s)

Three (3) photographs of each representative

II – INSTRUCTIONS TO BIDDERS (ITB)

TABLE OF CONTENTS

<u>SEC NO.</u>	<u>DESCRIPTION</u>	<u>PAGE NO.</u>
1.0	GENERAL.....	4
1.1	Project Background & Introduction	4
1.2	Project Concept and Proposed Scheme	5
1.3	OGDCL's Obligations.....	8
1.4	Buyer's (Raw/Processed) -Obligations.....	8
2.	BIDDING DOCUMENT PACKAGE.....	11
2.1	Description	11
2.2	Clarifications of Bidding Document Package	12
2.3	Amendments to Bidding Document Package	12
2.4	Pre-Bid Site Visit.....	13
2.5	Pre-Bid Meeting	13
2.6	Kick-off Meeting.....	13
2.7	Consortiums/Joint Venture Bid Proposals.....	14
2.8	Cost of Bidding	15
2.9	Assurance	15
3.0	PREPARATION OF BID PROPOSALS.....	16
3.1	Language of Bid Proposal	16
3.2	Documents Comprising the Bid Proposals	16
3.3	Bid Proposal Validity	20
3.4	Bid Bond	20
3.5	Format and Signing Bids.....	21
4.0	SUBMISSION OF BID PROPOSAL	22
4.1	Sealing and Marking of Bid Proposals	22
4.2	Deadline for Submission of Bid Proposals.....	23
4.3	Late Bids	23
4.4	Modification and Withdrawal of Bid Proposals	23
5.0	BID OPENING, CLARIFICATIONS & EVALUATION.....	24
5.1	Bid Opening	24
5.2	Clarifications of Bid Proposals.....	24
5.3	Evaluation of Bid Proposals	24
6.0	ACCEPTANCE/REJECTION OF BID PROPOSAL	29
6.1	OGDCL Right To Accept any Bid Proposal and to Reject any or All Bid Proposals	29
6.2	Letter of Intent for Sale of Gas.....	29
6.3	Performance Bond.....	29
6.4	Notifications for GSPA Negotiations	30
6.5	Execution of GSPA and Implementation Agreement.....	30
6.6	Miscellaneous.....	30

LIST OF ANNEXURES

ANNEXURE – I	:	FORMAT OF LETTER OF BID SUBMISSION
ANNEXURE – II	:	GAS PRICE OFFEREING - GUIDELINES
ANNEXURE – III	:	PROFORMA OF BID BOND
ANNEXURE – IV	:	PERFORMANCE BOND FORMAT
ANNEXURE – V	:	CORPORATE & FINANCIAL INFORMATION
ANNEXURE – VI	:	INTEGRITY PACT

1.0 GENERAL

1.1 Project Background & Introduction

Oil & Gas Development Company Limited (OGDCL) hereinafter called Company is the national flagship Oil & Gas Company of Pakistan. The company is actively engaged in exploration, drilling and production activities and is market leader in terms of acreage reserves and production. Company is operator of Jhal Magsi Field, located in Jhal Magsi District Baluchistan Province, a JV of OGDCL (56 %), Pakistan Oil Fields POL (24%) and Government Holdings Pvt. Limited GHPL (20 %).

The Economic Coordination Committee (ECC) of the Cabinet has allocated Jhal Magsi Gas to OGDCL for sale to any third party selected through a competitive bidding process under Term of Gas Sale & Purchase Agreement (GSPA).

OGDCL has decided to proceed to carry out competitive bidding process for the allocation of Jhal Magsi gas (raw gas or processed gas) to potential buyer offering a highest economic value of Jhal Magsi Gas to JHAL MAGSI JV.

OGDCL will execute a GSPA with the Successful bidder, the gas will be supplied at field gate and title of gas will be shifted to successful bidder. All the GoP & Regulatory Bodies approvals related to utilization of this gas will be responsibility of Successful bidder.

This Bidding Document contains required information necessary for preparation of the Bid Proposal. The Bidders are advised to carefully review and examine the Document.

1.2 Project Concept and Proposed Scheme

1.2.1 Raw Gas

In case, option of Raw Gas is finalized after bidding process,

OGDCL will install gas gathering, gas separation, oil storage, and gas metering system. Raw Gas of Jhal Magsi contains Gas, Condensate and produced water, separation of all three phases shall be carried out prior to the metering.

OGDCL will provide Separator gas through metering skid to the delivery point for custody transfer to buyer (i.e OGDCL Field Gate)

OGDCL will supply raw gas as per volume, conditions & specifications mentioned on Section III of this tender document

Buyer will install - necessary facilities for utilization of raw gas (as proposed by Buyer in the technical bid document to be submitted to OGDCL under this tender).

Buyer will be responsible to deliver 1 MMscfd (approx.) Processed Gas of Pipeline quality (by installing necessary processing facilities) through metering (to be installed by Buyer) at buyer field gate back to OGDCL for supply to Jhal Magsi Town. OGDCL will not make any payment for this 1 MMscfd Gas.

Buyer will have the right to sell or utilize 100% of the Gas by it under its own arrangement. All the arrangements of gas selling or utilization after the delivery point will be responsibility of Buyer.

Buyer will be responsible to take or pay for 85% of gas as per annual contract quantity on annum basis.

Refer Figure below, for the proposed arrangement for OGDCL and Buyer.

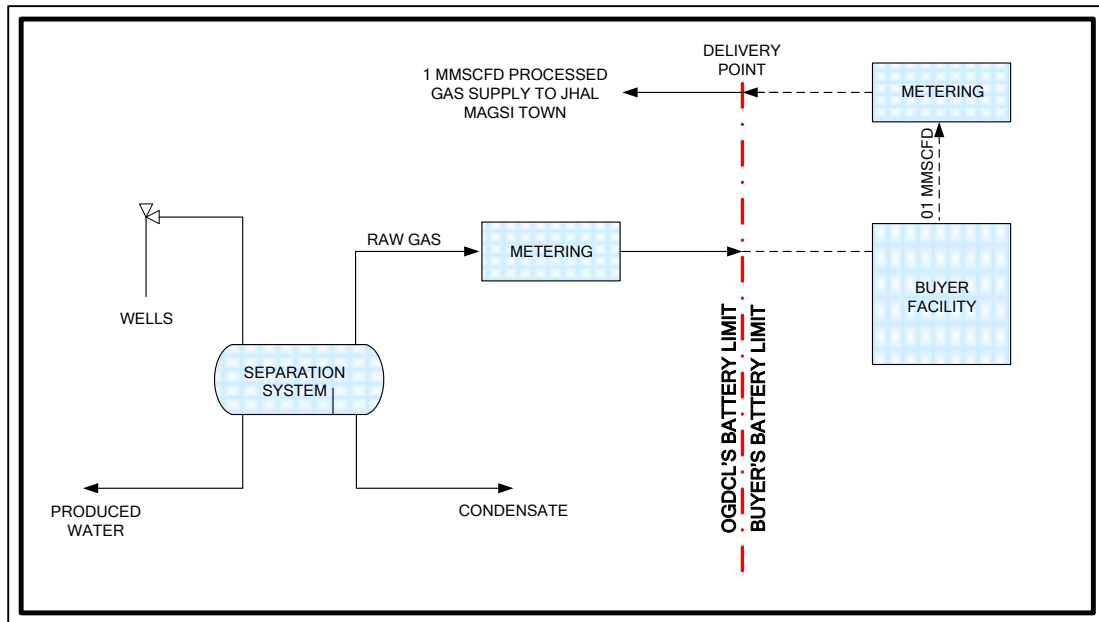


Figure 1: Raw Gas Schematic Diagram

1.2.2 Processed Gas

In case, option of Processed Gas is finalized after bidding process,

OGDCL will install Gas Processing Plant treat the raw gas to meet the processed gas quality specifications as given in Section-III. Gas processing plant shall consist of the following facilities as minimum:

- Separation Units.
- Gas treatment unit (Amine Unit, Dehydration Unit)
- Metering system
- Offsite and utility systems including power Generation

OGDCL will provide processed gas through metering skid to the delivery point for custody transfer to buyer (i.e OGDCL Field Gate)

OGDCL will supply processed gas as per volume, conditions & specifications mentioned on Section III of this tender document

Buyer will install necessary facilities like gas compression, gas liquefaction, gas utilization, gas transportation etc (as proposed by Buyer in the technical bid document to be submitted to OGDCL under this tender).

Buyer will have the right to sell or utilize 100% of the Gas by it under its own arrangement. All the arrangements of gas selling or utilization after the delivery point will be responsibility of Buyer.

Buyer will be responsible to take or pay for 85% of gas as per annual contract quantity on annum basis.

Refer below figure, for the proposed arrangement for OGDCL and Buyer.

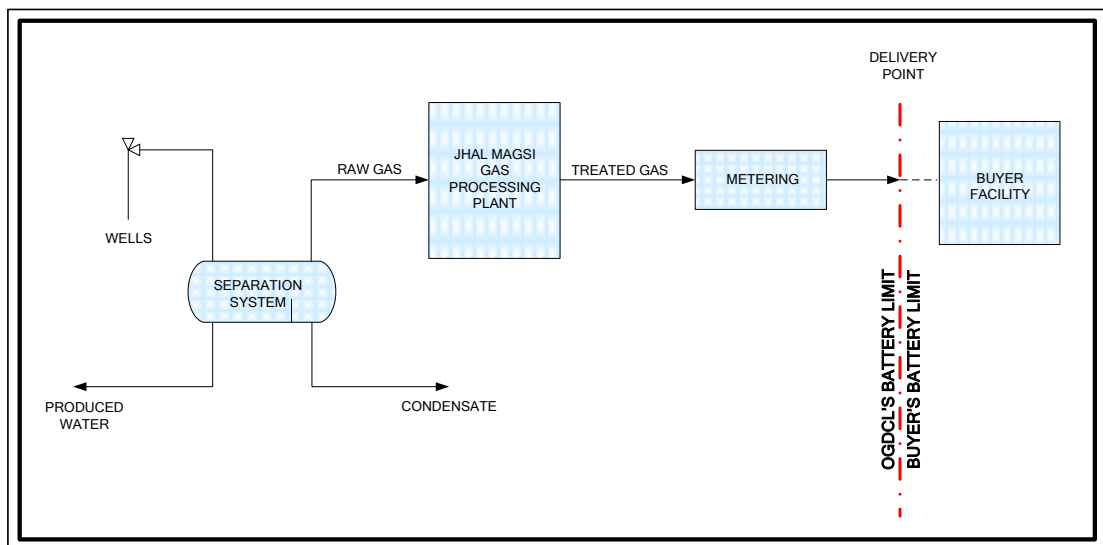


Figure 2: Processed Gas Schematic Diagram

1.3 OGDCL's Obligations

OGDCL shall be responsible for providing successful bidder the following:

- a) Providing facilitation letters only for permits and approvals which successful bidder may require for the execution of his intended Project Works but it is the sole responsibility of the successful bidder to obtain timely permits and approvals, any delays in this regard shall be on buyer's account.
- b) Supply of Gas as Raw or Processed as per volume, conditions & specifications mentioned in Section III, as applicable to successful bidder.
- c) OGDCL shall make Gas available for delivery to Successful bidder, However, OGDCL shall not be responsible for any variations i.e.
 - i. In the volume of raw gas or its composition or characteristics attributable to natural causes beyond reasonable control of OGDCL.
 - ii. In the volume of processed gas attributable to natural causes beyond reasonable control of OGDCL.

1.4 Buyer's (Raw/Processed) -Obligations

- a) In case of Raw Gas, Install necessary facilities for the utilization of raw gas (as proposed by Buyer in the technical bid document to be submitted to OGDCL under this tender) and install necessary processing and metering facilities to deliver 1 MMscfd processed gas of pipeline quality back to OGDCL for supply to Jhal Magsi Town, within 18 months of signing of GSPA with OGDCL
- b) In case of Processes Gas, Install necessary facilities like gas compression, gas liquefaction, gas utilization, gas transportation etc (as proposed by Buyer in the technical bid document to be submitted to OGDCL under this tender) within 18 months of signing of GSPA with OGDCL
- c) Purchase/lease required land outside OGDCL premises (preferably near to vicinity of Jhal Magsi Facility) to set-up the intended project and its related facilities and Right Of Way (ROW).
- d) Obtain all necessary approvals from relevant government agencies/ authorities (including Environmental Protection Agencies) for setting-up

the intended project including requisite license from Oil & Gas Regulatory Authority (OGRA).

- e) Obtain required/relevant (like tie-ins etc.) approvals from OGDCL. Provide data/documents as per OGDCL requirements related to tie-ins.
- f) Report monthly progress during implementation phase of the intended project within first week of month.
- g) Provide access to OGDCL/Consultant during construction period of the intended project
- h) Procurement, construction/installation & operation of gas pipeline.
 - i. In case of Raw Gas Purchase, pipeline from the designated battery limits of OGDCL facilities to the intended project and One (01) MMSCFD processed gas delivery pipeline from intended project back to OGDCL Custody Transfer System for its supply to Jhal Magsi Town.
 - ii. In case of Processed Gas Purchase, pipeline from the designated battery limits of OGDCL facilities to the intended project
- i) Establish communication plan and operate facilities for regular and effective communication with OGDCL field facilities.
- j) Manage the intended project execution and construction activities and handle the local communities' issues etc.
- k) The timely completion of the intended Project by the buyer shall be the essence of the Contract, as OGDCL has to meet its obligations for Supply of Gas. Accordingly, the Buyer (Successful Bidder) is required to complete the intended project (e.g. design engineering, procurement, construction, installation / erection, pre-commissioning, commissioning & startup of intended Project as applicable) within Eighteen (18) months which is gas delivery period from date of establishment of signing GSPA.
- l) Worksite security for the intended project shall be the sole responsibility of Buyer. Buyer shall provide 24-hour security coverage (weekends and Public Holidays included) to cover all worksites, where Work is performed or documentation or other items in any way connected with the Work are

kept. The Buyer security officers shall coordinate with OGDCL's security officers for the effectiveness of the Security Coverage.

- m) Security, movement & provision of NOC for expatriates from all concerned government departments, intimation to District Police Officers / Police Stations will be responsibility of the successful bidder.
- n) Provision of all lighting, guards, fencing, safeguards and security measures for protection of the work and safety of personnel.
- o) Successful bidder shall be responsible to provide security during the movement of all personnel.
- p) Establishing site safety rules and providing Competent Safety Officer(s) to be present at all times ensuring that safety, health and environmental requirements are enforced during the construction/operation of the intended project.
- q) Undertake the operation and periodical maintenance of intended project, related facilities and pipelines under the battery limit of buyer in a safe manner.
- r) Take or Pay for 85% of gas as per annual contract quantity on annum basis.
- s) In case of Raw Gas, deliver, free of cost, 1 MMscfd processed gas of pipeline quality back to OGDCL for Jhal Magsi town.

2. BIDDING DOCUMENT PACKAGE

2.1 Description

2.1.1 The Bidding Document shall comprise the following together with any Addendum that may be issued from time to time.

- Section – I : Invitation to Submit Bid Proposal(s)
- Section – II : Instruction to Bidders
- Section – III : Proposed Arrangement, Gas Offered, Metering & Field Data.
- Section-IV : Draft GSPA

2.1.2 Appropriate sections of the Bid proposal (i.e. Technical/Financial) to be submitted and Addenda or selected sections of this Document Package as appropriate may be incorporated in the GSPA that will be executed by OGDCL with the successful Bidder.

2.1.3 It is emphasized that this Bidding Document will become part of the GSPA, to be adopted, for installation of intended project. The Bidder therefore, is expected to examine all instructions, terms and conditions and specifications, etc. Failure to furnish all information required or submission of a Bid proposal not substantially responsive, to the Bidding Document in every respect shall be at the Bidder's risk and may result in the rejection of such bid proposal.

2.1.4 Bidder is encouraged to make any additional inquiries or investigations necessary to become fully informed of all conditions which may affect the effective execution of the intended project. Failure on the part of the Bidder to diligently investigate any condition which may alter the intended project shall not relieve the Bidder of the responsibility of executing GSPA.

2.1.5 The Bidding Document is and shall remain the property of OGDCL and has been provided to bidder solely for the purpose of preparation of his bid proposal. The Bidding Document has been provided subject to the undertakings of confidentiality executed by bidder on receipt of the Document. In accordance with this undertaking the bidder shall keep all information confidential and shall not release it to any third party, other than to any prospective sub-contractor who may bid on a component of the intended project as a member of the Bidder's team.

2.1.6 The prospective Bidder shall carefully study and examine the Tender Document and Instructions and comply with all requirements of preparation of the Bid. Failure to furnish all information required by the Tender Document or submission of a Bid not substantially responsive to the Tender Document in every aspect will be at the Bidder's risk and may result in the rejection of the Bid.

2.2 Clarifications of Bidding Document Package

The Bidder requiring any clarification in any respect, may notify OGDCL in writing through letter/e-mail or fax. OGDCL shall respond to such clarifications request, in writing, through letter/e-mail or fax, as appropriate. Copies of OGDCL response (including clarifications sought) shall be sent to all Bidder without disclosing the name of the Bidder who has initiated the clarification. All clarifications should be addressed to;

- a) **General Manager (SCM)**
Oil & Gas Development Company Limited
1st Floor, OGDCL House, Blue Area
Islamabad, Pakistan
Telephone: (92-51) 9209882
Fax No.: (92-51) 9209859
E-mail:

- b) **Manager(KPD-TAY/Jhal Magsi Projects)**
Oil & Gas Development Company Limited
1st Floor, OGDCL House, Blue Area
Islamabad, Pakistan
Telephone: (92-51) 920023736
Fax No.: (92-51) 9209859
E-mail: ali_mirani@ogdcl.com

2.3 Amendments to Bidding Document Package

OGDCL, prior to the deadline for the submission of bids proposals may modify or make additions/deletions to the Bidding Document by issuing amendment(s). These amendment(s) may be based on OGDCL's own initiative or it may be in response to request(s) for clarification from Bidders. The amendments shall be notified, in writing, to all Bidders. If it is felt that an extension of time, for the submission of bid proposal is required on account of the amendment(s) issued, OGDCL may, at its discretion, extend the deadline for submission of the bid proposals.

2.4 Pre-Bid Site Visit

The Bidders are required to visit the project site at their own expense. OGDCL will coordinate the visit and inform the bidders about the exact date and timing of the visit. The visit is expected to take place not later than two (02) weeks from the date of Tender Notice publication. During the visit the Bidders should examine the site and its surroundings. The Bidders should verify the information provided in the Tender Document, it is the responsibility of the bidder to assess the requirements and obtain all information that may be required and is necessary for preparing the Bid and executing GSPA with OGDCL.

The request for site visit(s) as per format attached in Invitation To Bid should be sent to OGDCL in a timely manner. The cost to be incurred on the visit shall at Bidder's expense. The Bidder and any of its personnel or Agents/ Consultants will be granted permission by OGDCL to enter upon its facilities for the purpose of such visit, but only upon the express condition that the Bidders, its personnel or Agents/Consultants will release and indemnify OGDCL its personnel Agents/Consultants from and against all liability in respect thereof including personal injury (whether fatal or otherwise) and any other loss, damage, costs and expenses.

2.5 Pre-Bid Meeting

A pre-bid meeting may be held within three (03) weeks of publishing of Tender Notice upon formal request from bidders, if required. The venue, date and timing of the meeting will be notified by OGDCL in due course. The Bidders are advised to attend the pre-bid meeting and obtain clarifications and information necessary for preparation of bid document.

2.6 Kick-off Meeting

After Signing GSPA, a kick-off meeting will be held between successful bidder and OGDCL at OGDCL Head Office, Islamabad, Pakistan. In this meeting discussions will be held on but not limited to the following points:

- Discussion with respect to execution plan and schedule (Level-2)
- Plant access procedure
- Procedure for Coordination
- Security issues

- Safety Issues
- Communities issues

2.7 Consortiums/Joint Venture Bid Proposals

Bids submitted by a joint venture/consortium of two or more firms as partners shall comply with the following requirements:

- a) The bid, and in case of a successful bid the GSPA, shall be signed so as to be legally binding on all partners.
- b) One of the partners shall be nominated as being lead partner and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners and certified by Notary Public.
- c) The lead partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture/ consortium and the entire execution of the GSPA. All the payments for sales of Raw/Processed gas shall be received by OGDCL from lead partner.
- d) All partners of the joint venture/consortium shall be liable jointly and severally for the execution of the GSPA in accordance with the GSPA terms, and a relevant statement to this effect shall be included in the authorization mentioned under Clause (b) above as well as in the Form of Bid and the GSPA (in case of a successful bid).
- e) A copy of the Memorandum of Understanding (MoU) entered into by the consortium/Joint Venture Partners broadly, outlining the relationship and responsibilities with respect to Jhal Magsi Raw/Processed Gas Sales Project shall be submitted with the Bid.
- f) Within seven (7) days of issuance of notification of intent to award from OGDCL the successful Bidder shall furnish a copy of Joint Venture/Collaboration Agreement entered into by consortium/joint venture partners to OGDCL
- g) Responsibility Matrix, showing the role of all JV Partners for the intended project shall be submitted.

2.8 Cost of Bidding

- a) The Bidder shall bear all costs associated with the preparation and submission of its bid, and OGDCL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- b) The Bidder shall bear all costs of obtaining and submitting Bid Bond, and all other documents required as per instructions in the Tender Document.

2.9 Assurance

The Successful bidder and OGDCL will be required to give satisfactory assurance of their ability to install gas processing/handling facility within the time set forth therein from the date of signing GSPA.

3.0 PREPARATION OF BID PROPOSALS

3.1 Language of Bid Proposal

The Bid proposal shall be type written or printed. Bidder bid proposal, correspondence, standards, specifications, drawings and documents, submitted with the bid proposal, shall be in English only. Document in other languages with English translation shall not be accepted.

3.2 Documents Comprising the Bid Proposals

The selection of bidder will be on the basis of two (02) stage two (02) envelopes method. The Bid proposal to be prepared by the Bidder under two separate covers, “Technical Bid Proposal” and “Financial Bid Proposal” and shall comprise the following:

3.2.1. Technical Bid Proposals

a. General

The following information shall be submitted, separately, with the Technical Bid Proposal:

- a) Format of Letter of Bid Proposal submission (**Annexure – I**)
- b) A power of Attorney of the person authorized to sign the bid proposal and to represent the Bidder in all matters relating to the GSPA, duly certified by a Notary Public.
- c) Undertaking on the Bidder’s Company’s letter head stating Bidder shall abide by all National, Federal, Provincial or Local Laws, Regulations of Pakistan and procedures which are and shall be applicable to the execution of GSPA.
- d) Bidder’s confirmation on the Bidder’s Company’s letterhead that the bidder’s offered gas price for Raw or Processed Gas are in accordance with guidelines provided in Annexure II
- e) Undertaking on Bidder’s Company’s Letter Head for non-disclosure of information except for the sole purpose of this bidding process or performing of works under the GSPA.
- f) Complete original set of tender documents each page duly stamped and initialed by authorized official to signify that the bidder has reviewed all the documents and his bid is in compliance with the requirements stated therein.

- g) Copy of valid Bidder's Company NTN (National Tax Number) certificate, provincial sales tax (for services) certificate, General Sales Tax Certificate and Income Tax exemption certificate (Whichever applicable).
- h) Copy of Pakistan Engineering Council Registration Certificate.
- i) A statement of total compliance with the requirement of Bidding Document including the draft GSPA on Bidder's Letter Head.
- j) Original bid bond in shape of Bank Guarantee/Pay Order/Demand Draft equal to US \$ 75,000 – in case of Raw Gas and US \$ 5,000/MMscfd in case of Processed Gas. The format of Bank Guarantee shall be as given in (**Annexure – III**).
- k) Confirmation of Period of validity of the Bid Proposal on Bidder's Letter Head in accordance with section 3.3.
- l) A statement on the validation of the Bidding Document Package on the bidder's letter head. The statement shall confirm that the data/information provided to the Bidder has been thoroughly checked and the Bidder is satisfied with its suitability and sufficiency in order to execute the GSPA.
- m) Certified copy of Joint Venture Agreement or Memorandum of Understanding or any other legal document entered into by the Joint Venture Consortium Partners (if applicable)
- n) Corporate & Financial information of Bidder and its consortium/joint venture partners as per format given in (**Annexure – V**).
- o) Bidder is required to submit Integrity Pact as per format given in **Annexure-VI**
- p) Financial Soundness (Last 03 Years Annual Audited Accounts and Bank Certificates)
- q) Bidder shall provide certificate of financial soundness from reputed Bank/Financial Institution.
- r) National Tax Number Certificate, Provincial Sales Tax Certificate and General Sales Tax of relevant Tax Authorities.

- s) Bidder shall provide certificate of registration/incorporation with SECP or other relevant Body/Authority
- t) Bidder must have Active Tax Payer status with FBR if applicable.
- u) Litigation / arbitration record

b. Technical Details of intended project (for Raw Gas or Processed Gas)

The technical bid proposal shall contain following information/details and documents as a minimum:

- a) Complete profile of background profile and data about its capabilities, experience, resources and credentials of Bidder and its nominated contractors.
- b) Sufficient details of technology and process (including the basis of selection of technology/process) to be employed along with background and profile of licensor(s)/Vendor and data about commercial viability of the process.
- c) Plant design details covering:
 - Plant layout
 - Main equipment summaries
 - Details of offsites & utilities
 - Plant shutdown and control philosophy along with tie-in / by pass operation and control with OGDCL facilities
 - Details of all applicable codes and standards of petroleum industry.
- d) A detailed project execution plan covering all stages of the intended project (Basic design, detailed engineering, procurement, construction, commissioning and start of commercial operation.
- e) Proposed master and level-2 project schedule, showing the interface activities of intended project execution.
- f) A statement that the Plant/equipment/material to be installed under the intended Project must be in workable condition with sufficient life (at-least 10 years) for the intended project (Certificate/evidence to be provided by bidder)

- g) Certificate/ undertaking for Intended project warranties and guarantees
- h) Intended Plant details such as mean time to failure(MTTF) , mean time between failure(MTBF), any other documents for assessment of plant reliability and operability.
- i) Procedures on HSE as per industrial practices to be employed during execution and operation of the Plant.
- j) Project co-ordination procedures and progress reporting system and other information including interface with local departments/agencies.
- k) Plan for avoiding, noise, air pollution, effluent, oil discharge and soil erosion during the project execution and operation as per applicable NEQS
- l) Plan for operation of the intended project with Organogram and details of resources to be deployed.
- m) Copy of license for production and marketing (if applicable) of intended project issued by OGRA.
- n) Any other technical or general information which in the bidder opinion is necessary for a better assessment of his proposal.
- o) Procedures applicable for HSE in project design, construction and operation in line of good industrial practices.
- p) Details of Risk assessment for the intended project and involve risks mitigation plan.
- q) Documents related to Intended project financing mechanism and details

3.2.2. Financial Bid Proposal

The financial bid proposal will comprise of the Bidder's offer price as applicable (Raw or Processed Gas) as per guidelines provided in Annexure II.

3.3 Bid Proposal Validity

- 3.3.1 Bids proposal shall remain valid and open for acceptance for a period of 180 days after the date of bid opening.
- 3.3.2 In exceptional circumstances, prior to expiry of the original bid validity period, OGDCL may request the bidder for an extension in the period of validity of its bid proposal. The request and the responses thereto shall be made in writing or by letter or telefax. Extension if agreed shall also be applicable to Bid Bond.

3.4 Bid Bond

- 3.4.1 Bidder, at its cost shall submit a Bid Bond as part of its Bid for an amount equal to US\$ 75,000 – in case of Raw Gas and US \$ 5,000/MMscfd in case of Processed Gas in equivalent Pakistani Rupees based on prevailing inter bank exchange rate. The Original Bid Bond shall be submitted as part of Technical Bid Proposal and it shall be in the form of a bank guarantee or pay order/demand draft. The bank guarantee should be issued by banks acceptable to OGDCL. The Bid Bond shall be as per format given in Annexure – III:
- 3.4.2 Any Bid proposal not accompanied with Bid Bond of required amount will be considered as non-responsive and shall be rejected by OGDCL and returned to the party.
- 3.4.3 Bid Bond may be en-cashed if the Bidder unilaterally withdraws or modifies the Bid proposal during the Bid proposal validity period.
- 3.4.4 Bid Bond of the successful Bidder shall be returned on submission of the Performance Bond and signing of the GSPA . If the successful Bidder fails to submit the Performance Bond on the given format (Annexure – IV) within the specified period, the Bid Bond shall be en-cashed.
- 3.4.5 Bid Bond of each unsuccessful Bidder shall be returned thirty (30) days after the expiry of Bid Validity Period.

3.5 Format and Signing Bids

- 3.5.1 The Bidder shall prepare one original and two (02) copies of the documents comprising the bid proposal as per Instructions to Bidder given in (ITB). The original and copies of the bid proposal shall be clearly marked "ORIGINAL" and "COPY" as appropriate. In the event of any discrepancy between them, the original shall prevail.
- 3.5.2 The original and copies of the bid proposal shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to bind the Bidder to the GSPA. Proof of authorization shall be furnished in the form of a written Power-of-Attorney issued in the country of Bidder and duly certified by Notary Public, which shall accompany the Technical Bid Proposal. All pages of the bid proposal shall be initialed by the person or persons signing the bid proposal.
- 3.5.3 The complete Bid proposal(s) shall be without alterations or erasures, except those to accord with instructions issued by OGDCL, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid proposal.
- 3.5.4 The Bid proposals shall comprise two separate parts namely "Technical Bid Proposal" and "Financial Bid Proposal".

4.0 SUBMISSION OF BID PROPOSAL

4.1 Sealing and Marking of Bid Proposals

4.1.1 For the submission of Bid proposal a two (02) stage two (02) envelopes method shall be adopted. Technical and Financial Bid Proposals shall be submitted in separate envelopes. Both the envelopes should then be put in one sealed envelope as described below:

4.1.2 The Original Technical and Financial Bid Proposals shall be separately placed in an inner envelope marked as Technical Bid Proposal (Original) or Financial Bid Proposal (Original) as the case may be each inner envelope shall be sealed in an outer envelope which shall also be marked copies of the Technical and Financial Bid Proposals and shall be sealed and marked in separate inner and outer envelope.

4.1.3 The sealed envelope shall be addressed to :-

General Manager (SCM)
Oil & Gas Development Company Limited
1st Floor, OGDCL House, Blue Area
Islamabad, Pakistan
Telephone: (92-51) 920 9882
Fax No.: (92-51) 920 9859

**BID PROPOSAL FOR SETTING-UP INTENDED PROJECT
DO NOT OPEN BEFORE _____**

4.1.4 The sealed envelope shall also indicate the name of Field as well as name and address of the Bidder to enable the bid to be returned unopened in case it is declared LATE.

4.1.5 If the sealed envelopes are not marked as per above given instructions OGDCL shall assume no responsibility for misplacement or premature opening of the Bid proposal.

4.2 Deadline for Submission of Bid Proposals

- 4.2.1 The Bid proposal comprising Technical and Financial Bid Proposals as per requirements given in this document must be delivered on or before 1100hrs PST on _____ at OGDCL Head Office, Islamabad, Pakistan. OGDCL at its discretion may extend the deadline for submission bids by issuing an amendment.
- 4.2.2 OGDCL shall assume no responsibility whatsoever for collection of bid from any address/location courier office etc.
- 4.2.3 Bid proposals received without Bid Bond or shorter period of validity shall not be accepted by OGDCL.

4.3 Late Bids

Any Bid received after the deadline for submission of Bids prescribed by OGDCL will be rejected and returned unopened to the Bidder at his sole cost and risk.

4.4 Modification and Withdrawal of Bid Proposals

- 4.4.1 The Bidder may modify or withdraw the bid proposal after its submission by notifying in writing, before the specified deadline for submission of bid proposals. Withdrawal notice received by e-mail or fax must be followed by a signed confirmation copy marked not later than the deadline date. For submission of modifications to Technical or Financial Proposals, before the expiry of deadline, sealing and marking procedures, as described in Item 4.1 of ITB shall be followed.
- 4.4.2 No bid proposal shall be modified subsequent to the deadline for submission of bid proposals.

5.0 BID OPENING, CLARIFICATIONS & EVALUATION

5.1 Bid Opening

OGDCL will first open Technical bid proposals, in presence of Bidder's representatives who choose to attend, at 1130 hrs (PST) on _____ at the following location:

OIL & GAS DEVELOPMENT COMPANY LIMITED
OGDCL HOUSE,
BLUE AREA
ISLAMABAD
PAKISTAN

The Bidder's representatives who are present shall sign a register evidencing their attendance.

The Financial Bid Proposal of technically responsive bids will be opened on above location in presence of Bidder's representative who chooses to attend. The date and timings of financial bid proposal will be intimated to relevant Bidder.

5.2 Clarifications of Bid Proposals

During evaluation process of both Technical and Financial Bid Proposals, OGDCL at its discretion, may ask the bidder for clarifications and/or additional information or documents. The request for clarification and response shall be in writing and shall become part of Bid Proposal Document.

5.3 Evaluation of Bid Proposals

The evaluation will consist of four (4) stages:

- Summary rejection criteria
- Determination of Eligibility as per Eligibility Criteria
- Evaluation of technical bid proposals
- Evaluation of financial bid proposals

The following paragraphs present the coverage of each evaluation stage; any bid rejected in a stage will not be considered for evaluation of next stage.

5.3.1 Criteria for Summary Rejection of Bid

The Bid Proposals not meeting the following mandatory criteria shall be summarily rejected without right of appeal:

- Bid must be prepared in English language
- Bid must be prepared as instructed vide clause 3.0 thereof.
- Bid must be valid for “180” days from the Date of Technical Bid Opening.
- Bid must be accompanied with a Bid Bond as specified in Clause 3.4 hereof.
- Bid must reach at the specified OGDCL address before “1100” Hours PST on _____.
- Bid must not be submitted in form of fax or e-mail.
- Bid must be on Company’s original letter head / pad.
- The Offshore companies registered at places e.g. Virgin Cayman, Nausa, Jersey and Bohaman Islands shall not be eligible nor entertained and bids if submitted shall be rejected.
- Applicant must not be black listed with any agency or organization or/ and applicant has never indulged in corrupt, fraudulent or collusive practices for procuring contracts. An affidavit confirming this shall be provided with the proposal.
- Submission of duly signed and initialed copy of Tender Document along with Appendices, Annexures & Attachments referred therewith. Signing and stamping shall mean validation and compliance to all the details included in Tender Document.

5.3.2 Eligibility Requirements

Bidders must meet the following eligibility requirements:

- a) The net worth of Buyer shall be equivalent to US \$ 25 Million in case of Raw Gas and US \$ 250,000/MMscfd in case of Processed Gas.
- b) The Project must be completed within **Eighteen (18) months** which is gas delivery period from date of signing GSPA.
- c) The Buyer shall offer gas price in accordance with guidelines provided in - Annexure - II for each type of gas (i.e. Raw or Processed). Buyer shall provide a letter along with technical bid to confirm this aspect.
- d) The Plant/equipment/material to be installed under the intended Project must be in workable condition with sufficient life (at-least 10 years) for the

intended project (in case Buyer is utilizing used plant/equipment/ material Third Party Certification shall be provided to confirm this aspect and produced in and supplied from the countries maintaining bilateral trade relation with the Islamic Republic of Pakistan.

e) In case of Raw Gas,

- i. The Buyer must have operated one (01) project of gas processing, gas compression, gas liquefaction, gas utilization or gas transportation etc (as proposed for this Jhal Magsi Gas)
- ii. The Buyer shall be responsible to deliver 1 MMSCFD Processed gas of Pipeline Quality - back to OGDCL for supply to Jhal Magsi Town.

f) In case of Processed Gas,

The Buyer must have operated one (01) project of gas compression, gas liquefaction, gas utilization or gas transportation etc. (as proposed for this Jhal Magsi Gas)

Bidder must submit details of such above project with relevant information. In case bidder operated the plant through O&M agreement then provide the documentary evidence (O&M agreement) for their successful Operation as applicable. Projects without documentary evidence for successful Operation will not be considered.

In case of joint venture, the experience of Partner Incharge shall be considered based on the responsibility matrix.

5.3.3 Evaluation of Technical Bid Proposals

The technical bid proposals will be reviewed in detail with the objective of ascertaining their compliance and responsiveness to the provisions 3.2.1 of Bidding Document. The following aspect/areas will be considered for technical evaluation.

Area
1. Compliance to Bid submission & Provision of Documents mentioned at 3.2.1 (a) and 3.2.1 (b)
2. Proposed technology/process its workability
3. Proposed project organization, experience, detailed execution plan and schedule (Level-2) to meet project timeline of 18 months
4. Proposed Plant details such as mean time to failure (MTTF), mean time between failure (MTBF), any other documents for assessment of plant reliability and operability.
5. Intended project warranties and guarantees
6. Proposed operational plan
7. Intended project financing mechanism and details

NOTE: Bidder shall meet all the technical qualification requirements specified in the Tender Document. Financial bids of only technically qualified bidders shall further be evaluated for financial evaluation.

After the technical evaluation of bid if any additions/ deletion that may arise during evaluation & clarifications process of technical bid will be finalized accordingly and bidders will be allowed to submit final technical bids and revised financial bids (if they require). In stage 2 the financial evaluation will be carried out of technically qualified bidders.

5.3.4 Evaluation of Financial Bid Proposals

- **Raw Gas:**

The technically responsive bid quoting the highest price for the Raw Gas will be declared successful

- **Processed Gas:**

The technical responsive bid or combination of bids yielding the highest rate of return to OGDCL will be declared successful.

- **Raw OR Processed Gas Option Selection:**

The successful bidder(s) under Raw gas bid or/and Processed gas bid (or combination of processed gas bid) option(s) will be compared and one yielding the highest rate of return to OGDCL will ultimately be declared as successful.

6.0 ACCEPTANCE/REJECTION OF BID PROPOSAL

6.1 OGDCL Right To Accept any Bid Proposal and to Reject any or All Bid Proposals

6.1.1 OGDCL does not bind itself to accept the bid proposal offering highest Price/compensation or any bid proposal and reserves the right to accept or reject any bid proposals, and to annul the bidding process and reject all bid proposals, at any time without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder of the reasons for the OGDCL's action.

6.1.2 OGDCL reserves the right to accept or reject the Bidder's offered gas (Raw/Processed) Price.

6.2 Letter of Intent for Sale of Gas

6.2.1 Prior to the expiration of the period of bid validity, OGDCL will notify the successful Bidder in writing by fax or courier service its intent to sale the gas.

6.2.2 Upon the successful bidder's furnishing of Guarantee Bond pursuant to Instruction 6.3, OGDCL will promptly notify each unsuccessful bidder and will discharge their Bid Bonds.

6.3 Performance Bond

6.3.1 Within fifteen (15) days of the receipt of notification of intent for sale of Gas from OGDCL, The successful bidder will have to submit a Performance Bond in the shape of Bank Guarantee or a Pay Order /Demand Draft equal to equal to US \$ 2.5 Million in case of Sales of Raw Gas and US \$ 300,000/ MMscfd in case of Sales of Processed Gas to OGDCL as per the format given in (Annexure – IV). The Performance Bond will be returned as follows:

- i. In case of Raw Gas Sale, Performance bond will be returned after completion of Intended facilities of Buyer and start of first gas
- ii. In case of Processed Gas Sale,
 - Performance Bond (75%) will be returned after completion of facilities of Buyer and start of first gas
 - Performance Bond (25%) will be returned after 7 years or at depletion of reservoir beyond economic means, which ever come first

6.3.2 Failure of the successful Bidder to comply with the requirements of Instruction 6.3 or 6.5 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Bond, in which event OGDCL may make the award to the next ranking Bidder or call for new Bids.

6.4 Notifications for GSPA Negotiations

6.4.1 Prior to expiry of the Bid proposal validity or its extended period OGDCL shall notify the successful Bidder in writing of OGDCL's desire to conduct GSPA negotiations.

6.4.2 The Bidder shall send their authorized representative(s), within reasonable time not exceeding ten (10) working days from the date of such notice, to OGDCL, Head Office at Islamabad for GSPA negotiations.

6.5 Execution of GSPA and Implementation Agreement

6.5.1 At the same time as OGDCL notifies the successful Bidder of its intent to award the Project, OGDCL will send the Bidder the GSPA including Implementation Agreement, incorporating all agreements between the parties.

6.5.2 Within ten (10) days of receipt of the GSPA the successful bidder will be required to sign the GSPA and return it to OGDCL.

6.6 Miscellaneous

- a) All contacts, clarifications and correspondences for the bidding process shall be directly between OGDCL and Bidder's authorised representative. Bidder shall not nominate any person or organisation as its agent in connection with this bid proposal.
- b) OGDCL has not authorised any person or organisation to contact the Bidder in connection with this Bidding Document. Any person or organisation claiming to be representing OGDCL or having contacts with OGDCL in connection with this bidding shall be immediately brought to the knowledge of OGDCL.
- c) The Bidder shall not pay any commission or fee to any person or organization claiming to be instrumental in securing the contract.

- d) A violation of any of the above whether discovered during bidding process or after the award of LOI shall be a sufficient ground for the disqualification of the Bidder or termination of the GSPA.

**III – PROPOSED ARRANGEMENT, GAS
OFFERED, METERING & FIELD
DATA**

TABLE OF CONTENTS

1. JHAL MAGSI FIELD	3
1.1 FACILITY LOCATION	3
1.2 PROPOSED ARRANGEMENT	4
2. OFFERED GAS	7
2.1. RAW GAS DATA	7
2.2. PROCESSED GAS (PIPELINE QUALITY) DATA	9
2.3. RAW/PROCESSED GAS METERING SYSTEM	11
3. DATA FOR OGDCL JHAL MAGSI FACILITY SITE & ENVIRONMENTAL	13
3.1. TEMPERATURE	13
3.2. HUMIDITY	13
3.3. PRESSURE	13
3.4. RAINFALL	13
3.5. WIND DATA	13
3.6. SEISMIC DESIGN	13
3.7. SITE CONDITIONS	13
3.8. SOIL CONDITIONS	14

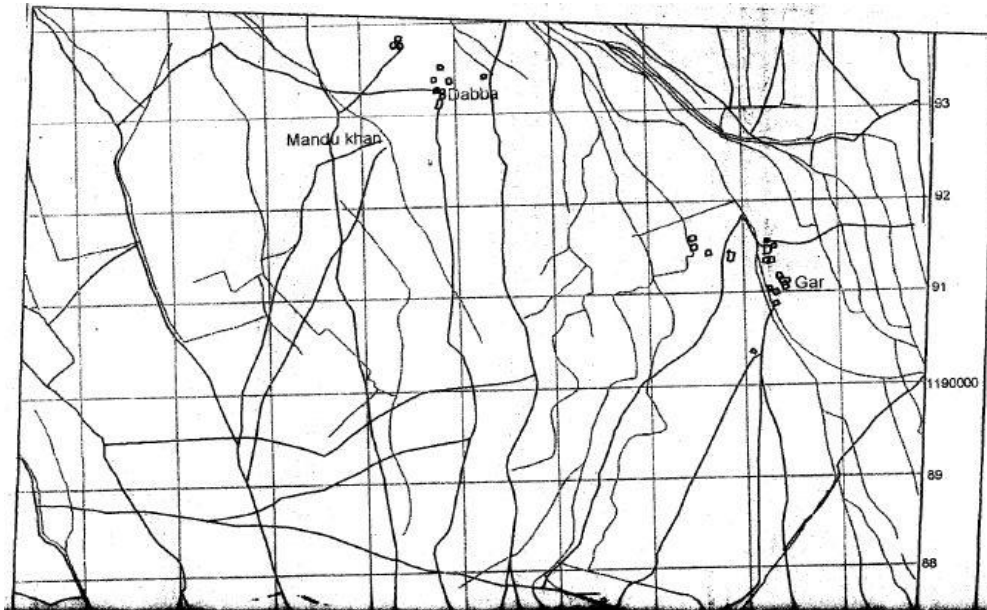
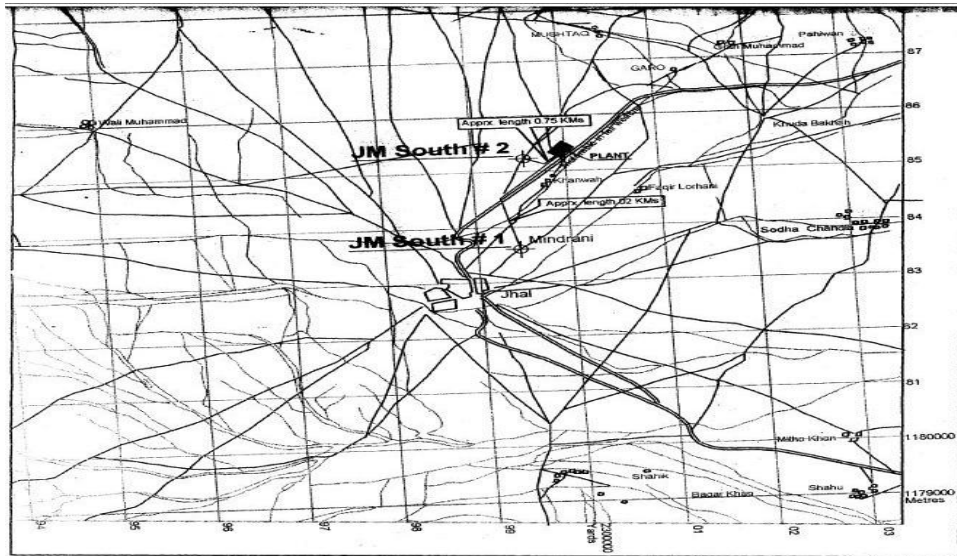
1. JHAL MAGSI FIELD

1.1 Facility Location

The Jhal Magsi Field, located in Jhal Magsi District Baluchistan Province, Facility will be located as per the following coordinates:

A	2690913.950 m E	447243.909 m N	62.803 m Height
B	2691218.988 m E	447243.821 m N	62.406 m Height
C	2690913.955 m E	446726.013 m N	62.483 m Height
D	2691218.974 m E	446726.003 m N	62.043 m Height

Location Map:



1.2 Proposed Arrangement

Raw Gas

In case, option of Raw Gas is finalized after bidding process, OGDCL will install gas gathering, gas separation, oil storage, and gas metering system. Raw Gas of Jhal Magsi contains Gas, Condensate and produced water, separation of all three phases shall be carried out prior to the metering.

OGDCL will provide Separator gas through metering skid to the delivery point for custody transfer to buyer (i.e OGDCL Field Gate)

OGDCL will supply raw gas as per volume, conditions & specifications mentioned on Section III of this tender document

Buyer will install - necessary facilities for utilization of raw gas (as proposed by Buyer in the technical bid document to be submitted to OGDCL under this tender).

Buyer will be responsible to deliver 1 MMscfd (approx.) Processed Gas of Pipeline quality (by installing necessary processing facilities) through metering (to be installed by Buyer) at buyer field gate back to OGDCL for supply to Jhal Magsi Town. OGDCL will not make any payment for this 1 MMscfd Gas.

Buyer will have the right to sell or utilize 100% of the Gas by it under its own arrangement. All the arrangements of gas selling or utilization after the delivery point will be responsibility of Buyer

Buyer will be responsible to take or pay for 85% of gas as per annual contract quantity on annum basis.

Refer Figure below, for the proposed arrangement for OGDCL and Buyer.

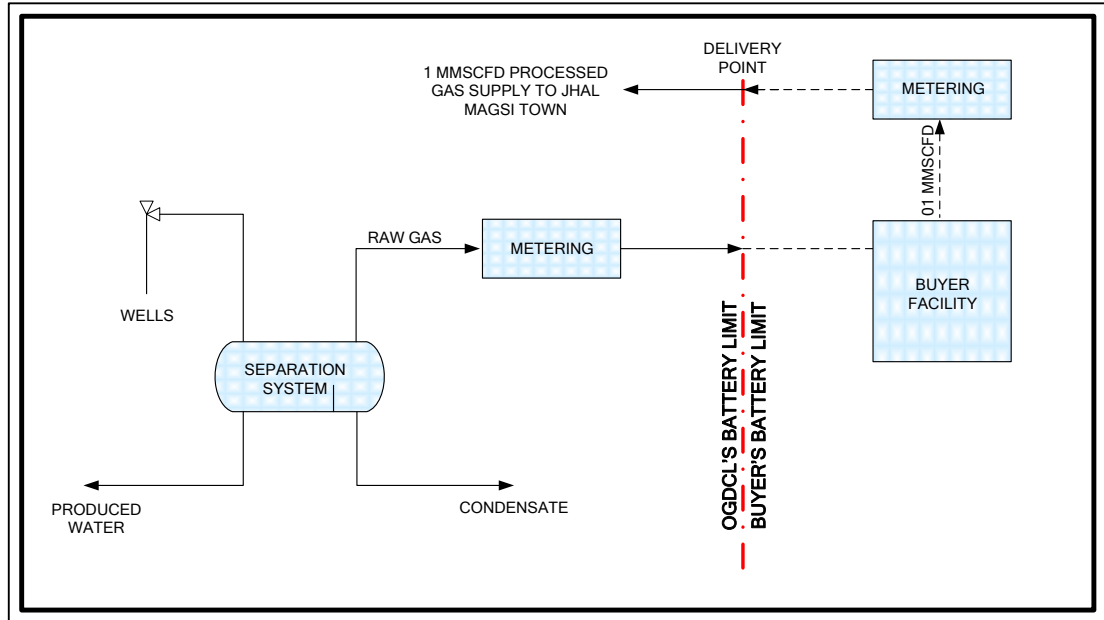


Figure 1: Raw Gas Schematic Diagram

Processed Gas

In case, option of Processed Gas is finalized after bidding process, OGDCL will install Gas Processing Plant to treat the raw gas in order to meet the processed gas quality specifications as given in Section-III. Gas processing plant shall consist of the following facilities as minimum:

- Separation Units.
- Gas treatment unit (Amine Unit, Dehydration Unit)
- Metering system
- Offsite and utility systems including power Generation

OGDCL will provide processed gas through metering skid to the delivery point for custody transfer to buyer (i.e OGDCL Field Gate)

OGDCL will supply processed gas as per volume, conditions & specifications mentioned on Section III of this tender document

Buyer will install necessary facilities like gas compression, gas liquefaction, gas utilization, gas transportation etc (as proposed by Buyer in the technical bid document to be submitted to OGDCL under this tender).

Buyer will have the right to sell or utilize 100% of the Gas by it under its own arrangement. All the arrangements of gas selling & utilization after the delivery point will be responsibility of Buyer.

Buyer will be responsible to take or pay for 85% of gas as per annual contract quantity on annum basis.

Refer below figure, for the proposed arrangement for OGDCL and Buyer.

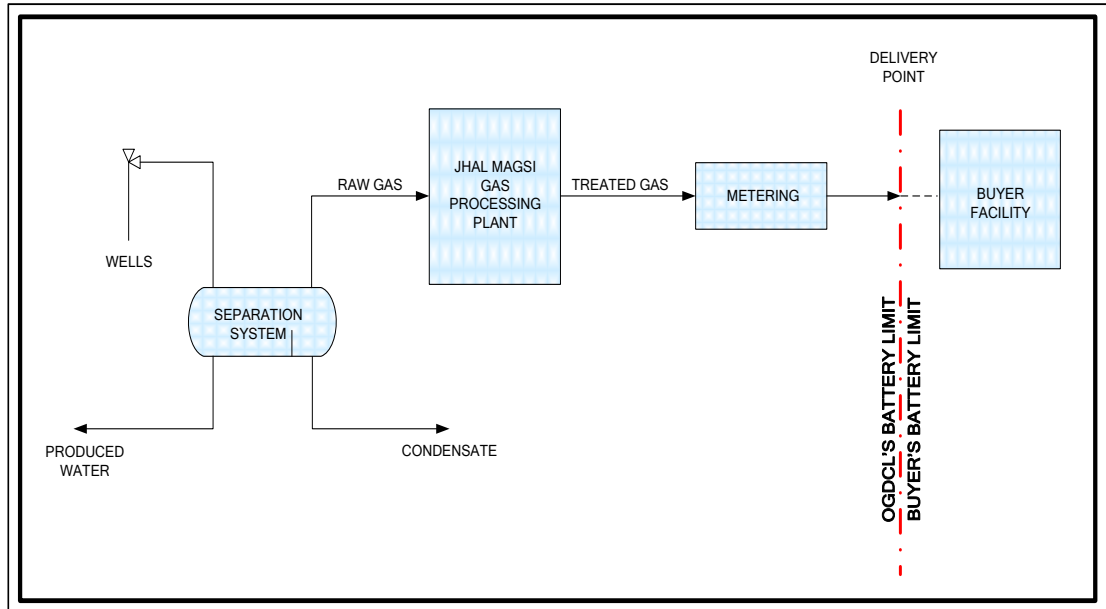


Figure 2: Processed Gas Schematic Diagram

2. OFFERED GAS

2.1. Raw Gas Data

2.1.1. Reserves

Reserves of Jhal Magsi Gas are 35 BCF.

2.1.2. Raw Gas Profiles & Delivery Pressures

OGDCL can provide Raw gas as per following scenario:

Case-01			Case-02			Case-03		
Year	Gas Rate (MMSCFD)	WHFP (PSIG)	Year	Gas Rate (MMSCFD)	WHFP (PSIG)	Year	Gas Rate (MMSCFD)	WHFP (PSIG)
1	15.0	1505	1	10.0	1950	1	7.0	2880
2	15.0	1375	2	10.0	1782	2	7.0	2631
3	15.0	1240	3	10.0	1607	3	7.0	2373
4	13.7	1146	4	10.0	1485	4	7.0	2193
5	10.6	1011	5	10.0	1310	5	7.0	1935
6	8.2	890	6	10.0	1153	6	7.0	1703
7	6.4	795	7	10.0	1031	7	7.0	1522
8	5.0	674	8	8.2	873	8	7.0	1290
9	4.0	573	9	6.4	742	9	7.0	1096
10	3.0	431	10	4.9	559	10	7.0	826
11	2.5	337	11	3.8	437	11	7.0	645
12	2.5	246	12	3.0	385	12	6.4	550
			13	2.5	341	13	5	413
			14	2.0	239	14	4	371
						15	3	334
						16	3	305
						17	2.5	243

2.1.3. Raw Gas - Quality:

Well Head Gas will be supplied without any treatment as per well head conditions; the approximate composition is as under.

Component	Mole %
C ₁	89.22
C ₂	0.86
C ₃	0.23
iC ₄	0.04
nC ₄	0.06
iC ₅	0.01
nC ₅	0.00
C ₆₊	0.12
CO ₂	2.23
N ₂	7.26
CV (Btu/scf)	935
H ₂ S (ppm)	1000
Water	Saturated

Gas Temperature : 120 F (approx.)

NOTE: OGDCL will not provide any guarantee in change of volume & characteristics of gas due to reservoir behavior change.

2.2. Processed Gas (Pipeline Quality) Data

2.2.1. Reserves:

Reserves of Jhal Magsi Gas are 35 BCF.

2.2.2. Processed Gas Profiles:

OGDCL can provide sales gas as per following scenario:

- Buyers may offer purchasing minimum 4 MMscfd gas and maximum 13 MMscfd gas. (starting from year 1)
- Buyers offering maximum quantity will be preferred.
- OGDCL Plant turn down capacity is 33% of Plant Normal capacity i.e. 15 MMSCFD.
- The decline in process gas volume may be estimated from the profile below

Year	Processed Gas (MMSCFD)
1	13.0
2	13.0
3	13.0
4	11.7
5	8.6
6	6.2
7	4.4
8	3.0
9	2.0
10	1.0
11	0.5
12	0.5

2.2.3. Processed Gas - Quality:

The approximate composition is as under

Component	Mole %
C ₁	89.22
C ₂	0.86
C ₃	0.23
iC ₄	0.04
nC ₄	0.06
iC ₅	0.01
nC ₅	0.00
C ₆₊	0.12
CO ₂	<3
N ₂	7.26
CV (Btu/scf)	925-950
H ₂ S (ppm)	< 4 ppm
Water	< 7 lb/MMscf

Processed Gas Pressure: not less than 1000 psig

Processed Gas Temperature: < 120 F

NOTE: OGDCL will not provide any guarantee in change of volume & characteristics of gas due to reservoir behavior change.

METERING

2.3. Raw/Processed Gas Metering System

Flow Orifice based metering skids shall be considered for Raw and Processed Gas metering. Orifice metering systems shall be according to AGA Report no. 8 and AGA Report no. 3 for orifice metering of natural gas & latest ISA standard as applicable. The metering system shall have provision for remotely monitoring at OGDCL facilities.

Senior orifice assembly shall be provided at both metering runs. The minimum diameter ratio shall not be less than 0.3 and the maximum allowable shall not exceed 0.6.

AGA-Report #3 shall be used to determine the minimum length of the meter tube. Upstream parts from the orifice plate shall have the lengths as specified 'zero additional uncertainty' using a beta ratio of 0.70 and assuming two or more 90° bends in different planes.

H₂S analyzer coupled with gas chromatograph analyzer, density transmitter and all other related equipment (field instruments etc) shall be provided and installed as part of metering system. All instruments and analyzers shall be hazardous area classified and suitable to be installed in hazardous area.

A microprocessor based control room mounted gas flow computer will be provided for each run of the gas metering system. Each meter run shall have one redundant flow computer. The gas flow computer will be programmed for flanged tap mode only. The gas flow computers in all the metering runs shall operate completely independently of each other. The flow computers shall be installed in Gas Metering Panel which shall reside in the Control Room.

The gas flow computer shall display the totalized gross volume, standard volume and mass, orifice differential pressure, temperature, pressure, density, gross volume, standard volume and mass flow rate of its meter run.

In coordination with gas stream analysis from gas chromatograph gas BTU per unit shall be also displayed.

An on-line gas chromatograph shall be provided and installed at the custody transfer point to measure the concentration of N₂, CO₂, C₁ – C₈. The gas chromatograph shall be able to be programmed for the heating value (BTU) & WOBBE Index and specific gravity of the flowing gas stream. The gas chromatograph gas sample shall be taken from a common gas sampling point. The gas chromatograph shall also measure dew point.

One reference gas cylinder and two carrier gas cylinders for Raw/Processed Gas calibration will be provided and installed as part of the gas chromatograph system. Manifolding will be provided and installed for the carrier gas cylinders to allow for removal of one cylinder without disrupting the flow of carrier gas to the detector.

An on line moisture analyzer shall also be provided and installed at the gas metering station to determine the moisture content.

H₂S Analyzer shall also be provided to determine the H₂S content in the flowing streams (Raw/Processed Gas).

The gas metering system shall be designed to achieve an overall accuracy of readout within $\pm 0.5\%$ or better as calculated in accordance with AGA-Report #3.

Accuracy for Gas Chromatograph shall be $\pm 0.05\%$.

An industrial type Desktop PC shall be provided and installed in the Control room to work as operator workstation.

All Gas Measurement Systems shall also be equipped with mechanical chart recorders for back up to the electronic system. Charts will not normally require integration unless complete electronic system failure occurs, thereby eliminating the possibility of electronic re-computation.

All Instrument wetted parts and equipment material to be used in Raw Gas metering Skid shall conform to NACE MR-0175 / ISO 15156 (latest edition).

3. Data for OGDCL Jhal Magsi facility SITE & ENVIRONMENTAL

3.1. Temperature

Average maximum dry bulb temperature	127 °F
Design maximum dry bulb temperature	131 °F
Average minimum dry bulb temperature	47.5 °F
Design minimum dry bulb temperature	30 °F
Design wet bulb temperature	86 °F

3.2. Humidity

Relative Humidity range	18 – 89 %
Average Relative Humidity for monsoon months	59 – 87 %

3.3. Pressure

Minimum barometric pressure	14.3 psia
Maximum barometric pressure	14.7 psia

3.4. Rainfall

Heaviest rainfall in one day	251.5 mm
Design rainfall	260 mm

3.5. Wind Data

(Note: Data for maximum wind velocity in storm condition is not available. In house data of a nearby gas field having similar site & environmental conditions has been considered.)

Average wind velocity	0.115-6.8 mph
Design wind velocity for structural design	120 mph

Prevailing wind direction:

Summer	South-West
Winter	Northerly

3.6. Seismic Design

Seismic design factor	0.03-0.15 g
Earthquake zone	Zone 2 (uniform building code)
Earthquake magnitude	5.0-5.9

3.7. Site Conditions

Site elevation	180 ft (AMSL)
Site location:	Approx. 400 km from Quetta, Balochistan, Pakistan.

3.8. Soil Conditions

Soil temperature at 3.28 ft depth (Min/Max)	65/110 °F
Soil type	Clay soil (Silt)
Soil conductivity	0.25 Btu/hr-ft-°F

IV – DRAFT JHAL MAGSI GSPA
(To be provided to Successful Bidder)

Annexure – I

FORMAT OF LETTER OF BID SUBMISSION
(On Bidder's Letterhead)

Oil & Gas Development Company Limited
Islamabad

Sub: BID PROPOSAL FOR SALE OF JHAL MAGSI GAS.

Dear Sir,

Having examined Bidding Document and Amendments Nos. _____, _____, _____ dated _____ issued by OGDCL, we the undersigned, offer to Buy the Jhal Magsi Gas in full compliance with the Tender Document. We confirm that we have understood the requirement of Sale of Jhal Magsi Gas. We have satisfied ourselves with regard to the site conditions, soil conditions, climatic conditions, availability of local services and materials, applicable laws, taxes and procedures.

If our Bid is accepted, we undertake to Buy the Jhal Magsi Gas within a period of twelve (18) months. We agree to obtain and submit to you the Performance Guarantee in shape of a Bank Guarantee/Pay Order/Demand Draft within the time period specified in the above referred Document for a sum equal to of US\$_____ and in Pak Rs. based on inter bank exchange rate for due performance of the Implementation Agreement. The bank guarantee shall be issued by a scheduled bank in Pakistan acceptable to OGDCL. We hereby agree with the terms and conditions of the Implementation Agreement given in the Bidding Document and offer to execute the same on acceptance of our bid proposal.

Our Bid is valid up to _____ (date). This Bid together with the changes requested by you and our written acceptance.

A Bid Bond in shape of Bank Guarantee/Pay Order/Demand Draft equal to US\$ __ issued by (name of the Bank) is enclosed.

Name and Designation
Official Seal of the Bidder.

Annexure – II

Gas Price to Be Offered by Buyer – Guidelines

Bidders are required to quote a base price exclusive of indirect taxes for processed gas on per MMBTU basis which will be pegged with the Asia Dated Brent crude oil price prevailing on the last date of submission of bid (reference crude oil price). In case the Asia Dated Brent crude oil price exceeds the reference crude oil price then for every dollar increase in Asia Dated Brent crude oil price beyond the reference crude oil price, the gas price shall be increased by 10 cents. However, during the term of the Gas Sale Purchase Agreement the gas price shall neither decrease below the base price nor shall it increase beyond US\$ 8/MMBTU. Average of the daily Asia Dated Brent prices for the month of supply shall be used for determination of increase or decrease in gas price.

In case of purchase of raw gas, the bidders are required to quote the base price for processed gas as required in the preceding paragraph along with a discount percentage for the raw gas.

Annexure – III

PROFORMA OF BID BOND
(To be typed on stamp paper of Rs. 100/-)

Guarantee No.
Date of Issue
Amount Rs.
Date of Expiry

Oil & Gas Development Company Limited
Islamabad

We (Name and address of Bank) understand that you have received a Bid Proposal for Buying/ purchase of Jhal Magsi Gas from (Name and address of Bidder) (hereinafter referred to as “our customer”) and that one of the condition of the Bid Proposal is submission of Bank Guarantee for the sum of _____ (_____) against bid bond at the request of our customer and in consideration therefore, we hereby irrevocably bind ourselves and unconditionally undertake and agree as under:-

- 1) To make unconditional payment of Pak Rs. _____ (Rupees _____ only) forthwith upon your written demand without further recourse, question or reference to the Bidder 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 if no such period be specified, within 180 days after the said opening or if the bidder, having been notified of the acceptance of his bid by OGDCL.
 - a) fails or refuse to execute the contract in accordance with the Instructions to Bidders, or
 - b) fails or refuses to furnish performance bond in accordance with the Instructions to Bidders.
- 2) To accept written intimation(s) from you as conclusive and sufficient evidence of the existence of a default of non-compliance as aforesaid on the part of the bidder and to make payment forthwith on receipt of the written intimation.

- 3) Our liability to OGDCL hereunder shall be that of a principal debtor and the OGDCL may, at its option, treat us as primarily liable, as sole, original and independent obligor or principal debtor in the first instance, for the guaranteed amount.
- 4) 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.
- 5) This Guarantee shall be binding on us and our successors in interest and shall be irrevocable.
- 6) Extension in this guarantee if necessitated due to extension in the period of bid, will be made without any hesitation/reference.

Yours faithfully,

(B A N K E R S)

Attachment-1 to
Annexure – III

FORM OF BID BOND
(Format for Pay Order/Demand Draft)

Oil & Gas Development Company Limited
Islamabad

Dear Sirs,

WHEREAS Name of Bidder (hereinafter “Bidder”) has submitted to Oil & Gas Development Company Limited (hereinafter referred to as “OWNER”) a bid dated _____ for Buying/ purchase of Jhal Magsi Gas.

AND WHEREAS as per the Instructions to Bidder (ITB) Bidder has submitted a Payorder/Demand Draft issued by a scheduled bank of Pakistan, for an amount of Rs. _____ as bid security. The Bidder hereby agrees and give his consent to encashment of payorder/demand draft by OWNER if:

- The Bidder withdraws his bid during the period of validity specified in the form of Bid or any extension thereof
- Fails or refuses to execute the contract when asked for by the Owner.
- Fails or refuses to submit the performance security in accordance with the Instruction to Bidders

Signature & Seal

Bidder

Date _____

Address _____

Annexure – IV

FORMAT OF PERFORMANCE GUARANTEE

Oil & Gas Development Company Limited (OGDCL)
Islamabad

Dear Sirs,

Since OGDCL has executed an Implementation Agreement Reference No. _____ dated _____ with (M/s Name and address) hereinafter referred to as “The Company” for (intended Project) (hereinafter referred to as “Project / Plant”).

AND WHEREAS it has been stipulated by you in the said Implementation Agreement that the Company shall furnish you a bank guarantee for the sum of Rs. _____ as security for compliance with the Company’s performance in accordance with the Implementation Agreement.

AND WHEREAS we (Complete name & address of Guarantor Bank) (the Guarantor) hereby irrevocably and unconditionally guarantee the payment to you of Rs. _____ and accordingly covenant and agree as follows:

- a) Upon your first and simple demand in writing We (Complete name & address of Guarantor Bank) (the Guarantor) shall immediately and forthwith pay you the amount of guarantee without any recourse to Company/account party or any other party and without any question, contestation, deferment and asking for any statement of default, reason or justification.
- b) Any payment made hereunder shall be made free and clear of, and without deduction for or on account of, any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.
- c) The covenants herein contained constitute unconditional and irrevocable, independent and direct obligations of the Guarantor. No alteration in the terms of the Contract or in the extent or nature of the work to be performed there under and no allowance of time by you or other forbearance or concession or any other act or omission by you which but for this provision might exonerate or discharge the Guarantor shall in any way release the Guarantor from any liability hereunder.
- d) This Performance Guarantee shall remain valid and in full force and effect upto _____ or issue of statement of discharge by your authorized representative or return of original guarantee whichever is later.

- e) This Performance Guarantee shall be binding on us and our successor in interest.
- f) This Performance Guarantee shall be construed in accordance with laws and regulations of Islamic Republic of Pakistan.

FOR AND ON BEHALF OF

Signature & Seal

GUARANTOR (BANK)

Date _____

Address _____

ANNEXURE-V

**FORMAT OF CORPORATE & FINANCIAL
INFORMATION**

PART – I
GENERAL INFORMATION

1. Name (Full Company Name):

- Postal Address :
- Telephone:
- Facsimile:
- e-mail:
- Website Address:

1.1 Has the Company operated under any other name? If yes please give name, date of change and reason for change.

2. Type of Entity/Firm:

- Corporation/Stock Company
- Public Limited
- Private Limited
- Partnership
- Proprietorship

3. Shareholders information/pattern with names and addresses of majority shareholders.

4. Place of Incorporation/Registration:

5. Year of Incorporation/Registration:
(Please provide copies of Incorporation/Registration Certificates and Memorandum & Articles of Association)

6. Company's National Tax Number, Provincial Sales Tax Number and General Sales Tax Number. (Please Provide Copies)

4. Company's Core Business Areas and their annual sales revenue/earnings during last five (5) years.

5. Name & Address of Owners/Directors

6. Registration with Pakistan Engineering Council (PEC) as Contractor. Please provide copy of membership certificate issued by PEC.

7. Name and details of Joint Venture/Consortium Partners (if any).

PART – II
FINANCIAL STRENGTH

1. Provide details with regard to the financial standing of the applicant including copies of last three (3) years Audited profit & loss account and balance sheet.
2. Bank(s) credit worthiness certificate, Average Balance Certificate of applicant organization and available credit ceiling/limits.
3. Detail record with regard to litigation/arbitration proceedings or any other dispute related to project undertaken/being undertaken by the Bidder their Sub-Contractors and Suppliers (Specially with OGDCL it Joint Venture Partners or other public and private organizations working in the Oil & Gas sector of Pakistan) during past five (05) years.
4. Any information including brochures, references and other documentary evidence of technical qualification, capability and experience of the Applicant to execute the (Intended Project).

The undersigned on behalf of _____ hereby declare that the statements made and the information provided official herewith is complete, true and correct in every detail

Signature

Official Seal of the Company

ANNEXURE – VI

INTEGRITY PACT
DECLARATION

..... *[the Bidder]* hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practices.

Without limiting the generality of the foregoing,*[the Bidder]* 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, consultant, 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 GoP, except that which has been expressly declared pursuant hereto.

..... *[the Bidder]* certifies that it has made and will make full disclosure of all agreements 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 Bidder]* 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 Bidder]* 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 Bidder]* 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

Bidder :

By :
Title :