

ANNEXURE-A

TERMS OF REFERENCE (TOR)
PROCUREMENT OF EXPLOSIVES, DETONATORS AND ACCESSORIES
FROM M/s BIAFO INDUSTRIES LIMITED

1. Please submit your most competitive rates for supply of following estimated quantities of Explosive material on ex-factory basis for all the five Seismic Parties working throughout the Country:
- i. Explosive (Tovex) = 230,010 Kgs per year.
 - ii. Seismic Detonators = 106,975 Nos per year.
 - Accessories:
 - iii. Easy Loader Set/Nose Cone Set = 56,000 Sets per year.
 - iv. Stud Plug/Detonator Well = 100,000 Nos. Per year

SR. #	MATERIAL	UOM	Feb, 2021 to Jan, 2022		Feb, 2022 to Jan, 2023		Feb, 2023 to Jan, 2024	
			Unit Price Excl. GST (In Rs) Ex-Factory Basis	Unit Price Incl. 17% GST (In Rs) Ex-Factory Basis	Unit Price Excl. GST (In Rs) Ex-Factory Basis	Unit Price Incl. 17% GST (In Rs) Ex-Factory Basis	Unit Price Excl. GST (In Rs) Ex-Factory Basis	Unit Price Incl. 17% GST (In Rs) Ex-Factory Basis
1	Explosives (Class-III, Division-I)							
i.	Seismic Explosive Tovex	Kg						
2	Detonators (Class-IV, Division-I) 0.05 Ohm (FHR)							
i.	Seismic Detonators 3-4 m leg wire	No.						
ii.	Seismic Detonators 20 m leg wire	No.						
iii.	Seismic Detonators 25 m leg wire	No.						
iv.	Seismic Detonators 30 m leg wire	No.						
v.	Seismic Detonators 35 m leg wire	No.						
3	Accessories:							
i.	Nose Cone	No.						
ii.	Easy Loader	No.						
iii.	Anchors/Plastic Strip	No.						
iv.	Rear Plug/Easy Loader	No.						
v.	Stud Plugs/Detonators Wells	No.						
4	Freight/Escort & Insurance Charges:							
A	Explosives							
i.	From 1,000 – 4,000 Kgs	Per Km (Both Ways)						
ii.	From 4,001 – 8,000 Kgs	Per Km (Both Ways)						
B	Detonators							
i.	From 1,000 – 10,000 Nos	Per Km (Both Ways)						

- 2. The bid price shall include the taxes and duties in the manner as elaborated in clause 5 under heading **Taxes & Duties** of the tender document.
- 3. The Prices should remain firm during the period of the Contract.
- 4. Your firm will ensure and confirm that the Production Plants should have the backup power facilities.
 - a. That the availability of Explosive-Material, Transportation Fleet (Explosives/ Detonators/ Accessories Van) on as and when required basis.
 - b. That to provide technical support which shall include customer care and training to OGDCL personnel at their own expenses.
- 5. The bidder shall always maintain sufficient stock so that delivery is made within the shortest possible time from the receipt of demand in accordance with Purchase Order to be issued by OGDCL under this Contract from time to time.
- 6. The Explosive materials will have to be dispatched to the advised location(s) within 07 working days from the date of issuance of written request, subject to valid Explosives License provided by OGDCL issued from "The Office of Director General of Explosives" and NOC / Permit (EL-07 for transportation / storage of Explosive Materials issued by the District

Coordination Officer (DCO) of concerned District (delivery location). However, provision of NOC / Permit for transportation of Explosive Materials from factory location to the delivery location shall be BIL responsibility.

7. Loading and Transportation of Explosive Materials from your Factory premises, shall be BIL responsibility while unloading of the Explosive Materials at the delivery location shall be the responsibility of OGDCL.
8. The supplier shall also be responsible to shift Explosive Materials from one OGDCL magazine to another OGDCL magazine with the mutual understanding as per quoted rates.
9. BIL shall avoid making delivery to the delivery locations by splitting an ordered quantity in more than 01 consignments. In case of unjustified reasons of partial delivery no extra Freight / Escort / Insurance charges shall be paid by OGDCL.
10. BIL will have to replace Explosive materials in case of any losses incurred during transit within seven (07) days from BIL own production range.
11. BIL firm shall replace Explosive Materials on your own expense within seven (07) days, if the same is found damaged / leaked in packing after physical inspection at the delivery locations.
12. Within 30 working days, 100% payment will be made on part payment / part delivery basis subject to receipt of complete documents mentioned on the overleaf of the Purchase Orders issued from time to time.
13. All taxes on the income or payments to the Supplier(s) arising accruing or resulting under the Purchase Order(s) whether present or future, assessed or payable, inside or outside Pakistan shall be the exclusive responsibility of the Supplier(s). Company, in order to discharge its responsibilities as withholding agent shall withhold income tax from the payments to the Supplier(s) within the Purchase Order value at the rates applicable at the time of payments.
14. Sales tax on goods and allied services is applicable in Pakistan under federal/provincial sales tax laws. The Supplier(s) being registered with respective federal/provincial revenue authority of Pakistan is entitled to charge applicable sales tax over and above it's bid price and will be responsible for the payment of such sales tax to the respective revenue authority as per the prevailing federal/provincial sales tax laws. OGDCL being the withholding agent from the Supplier(s) (whether registered or un-registered) shall withhold, wherever applicable, as per respective sales tax withholding rules.
15. The Explosive Materials will be supplied strictly in accordance with the standard specifications. In case any material supplied by you does not meet the given standard specifications resulting in low energy records / mis-firing when buried in the shot holes, a Committee comprising of two officials each from your firm and OGDCL will be formed in order to investigate / assess the causes of Low Energy records / mis-firing. The Committee will reach at the location within (07) seven working days from the date of reporting of such complaint lodged by OGDCL and OGDCL shall be compensated in this regard as mentioned below;
 - a. BIL shall replace all the Explosives, Detonators and Accessories for re-drilling of all mis-fired holes on your own expenses if found to be the cause of low energy records / misfiring.
 - b. In addition, the Committee may also recommend actual re-drilling cost of dead holes @ Rs. 25,000 - 30,000 per hole in 2D / 3D seismic work.
 - c. The above Committee if could not reach to a conclusion, a higher level Committee comprising representatives nominated from the Legal and Exploration Departments of OGDCL and the Executive Director of your firm will be constituted to finalize the additional compensation to OGDCL.
 - d. In case the Committee members from your firm fail to reach the Crew within (07) seven working days after reporting of the complaint from OGDCL, claim shall be settled against your firm concurrence of representatives shall not be required.
16. If the Project is windup due to security reason or any reason and if Explosive/Detonators are in hand at the crew, then Explosive/Detonators to be hold by the Supplier till resumption of the Project/or crew shift to the new location as per quoted freight rates without any storage charges to OGDCL.