

# **OIL & GAS DEVELOPMENT COMPANY LIMITED**



**TENDER ENQUIRY NO. PROC-SERVICES/CB/HR-5041/2021**

**HIRING SERVICES OF HEAD HUNTER FIRM**

**AMOUNT OF BID BOND (AS MENTIONED IN ANNEXURE-A/TOR i.e PKR:200,000)**

**DUE DATE & TIME**

- i. Bids submission date and time (As per Press Tender Notice)
- ii. Bids opening date and time (As per Press Tender Notice)



**OIL & GAS DEVELOPMENT COMPANY  
LIMITED  
SUPPLY CHAIN MANAGEMENT DEPARTMENT**

OGDCL HOUSE  
JINNAH AVENUE  
ISLAMABAD, PAKISTAN

PHONE NO: 0092-51-92220 3795  
EMAIL: Irshad\_muhammad@ogdcl.com  
POST CODE: 44000

**SUBJECT: LETTER FOR INVITATION TO BID PROC-SERVICES/CB/HR-5041/2021  
FOR HIRING SERVICES OF HEAD HUNTER FIRM**

**1. INTRODUCTION**

Oil and Gas Development Company Ltd (OGDCL) is Pakistan's leading E&P sector company, having operations at about 50 locations and fields in all the four provinces. The Company is listed and traded on Pakistan stock exchange with highest market capitalization. The Company, through GDR process, has also been listed on London Stock Exchange. More details about the Company can be obtained from its website [www.ogdcl.com](http://www.ogdcl.com).

**2. OBJECTIVE**

OGDCL Intends to hire Services as per Annexure-A (TOR). Interested bidders are required to submit their bids strictly as per Terms of Reference (TOR) / scope of work (Annexure-A) and instructions to bidders given in this tender document.

**3.** Sealed bids are hereby invited under Competitive Bidding (CB) procedure from eligible bidders for Services as listed in the Terms of Reference (TOR) "Annexure-A". **The prices must be quoted as per details mentioned in TOR "Annexure-A".**

**4. PROSPECTIVE BIDDERS SHOULD PARTICULARLY NOTE THAT:**

4.1 Bids will be accepted only if the materials / services and supplies being offered are produced and manufactured in the country(s) maintaining bilateral relations with Pakistan. Bidder (s) participating in bidding process for provision of service (s) to OGDCL should invariably be registered with Provincial Revenue Authority at the time of submission of its bid to OGDCL (where applicable).

4.2 Each bid valid for minimum 180 days from the date of bids opening must be accompanied by a Bid Bond in the form of a cash deposit receipt (CDR), a Bank Draft or a Bank Guarantee issued by scheduled Bank of Pakistan or a branch of foreign bank operating in Pakistan, except NIB & Summit Bank, for an amount mentioned in Annexure-A/TOR and valid for 210 days from the date of opening of bids.

The Bank Guarantee must be in accordance with the format as per Annexure-B of the tender Documents. Bid Bond in shape of bank guarantee shall not be acceptable with the banks whose market price per share is quoted below the par value at the Stock Exchange. However, Bid Bond in shape of Pay orders/Cash Deposit Receipts (CDR) / Demand Drafts (DD) issued by a Pakistani scheduled bank (listed or not listed at Pakistan Stock Exchange) or a branch of a foreign bank operating in is acceptable.

4.3 Bid Bond through telex / fax shall not be acceptable.

On acceptance of the bid by the Purchaser the successful bidder shall be required to furnish Performance Bond / Bank Guarantee for an amount equivalent to 10 % of the Contract value for the required Services in US Dollars or in currency of Bidder or equivalent in Pakistan Currency as per Annexure-C. The Bank Guarantee must be in accordance with the format as per Annexure-C of the tender Documents. Performance Bond in shape of bank guarantee shall not be acceptable with the banks whose market price per share is quoted below the par value at the stock Exchange. However, Performance Bond in shape of Pay orders/Cash Deposit Receipts (CDR) / Demand Drafts (DD) issued by a Pakistani scheduled bank (listed or not listed at Pakistan Stock Exchange) or a branch of a foreign bank operating in is acceptable.

5. The Purchaser reserves the right to have the items inspected by its own representatives or through third party, wherever applicable.

6. It must be indicated in the offer that the quotation fully conforms to Technical Specifications, TORs and Terms & Conditions of the Tender Enquiry.

7. **TIME AND PLACE FOR SUBMISSION OF BIDS.**

Bids must be delivered / dropped in the tender box / OGDCL reception at time & date mentioned in Press tender notice at the following address:-

**Manager (SCM) Services**  
Oil & Gas Development Company Limited  
Supply Chain Management Department  
OGDCL House (Plot No. 3), F-6/G-6  
Jinnah Avenue, Islamabad (Pakistan)  
Phone No. 92-51-920023795  
Email: [irshad\\_muhammad@ogdcl.com](mailto:irshad_muhammad@ogdcl.com)

8. **OPENING OF BIDS**

Bids will be opened at the time and date mentioned in Press tender notice on the place noted above.

9. **BIDDING METHOD**

i. Bids against this tender are invited on **Single Stage One Envelope Bidding Procedure (www.ppra.org.pk)**, as per Public Procurement Rules, 2004, therefore, the bidders shall submit original and copy of their Technical and one original financial bid.

ii. Both the bids shall be submitted simultaneously submitted in one envelope. The envelope containing Technical Bid must be marked clearly "**Technical Bid**" and containing Financial Bid must be marked clearly "**Financial Bid**" along with indication on the envelopes as "ORIGINAL" and "COPY".

- 10.** The Financial Bid must be complete in all aspects and comparable. Conditional Prices and/or Prices mentioned other than Rate Format/Financial Evaluation Criteria, may not be accepted. In case, the Bidder is not charging any rate and/or the rates are not applicable, Zero (o) must be clearly mentioned.
- 11.** The technically responsive bidder may offer un-conditional discount in percentage of their quoted price or bids in sealed envelope. For details see Instructions to Bidders Clause-6-Bid price.
- 12.** The contract / service order will remain valid till completion of job / period specified in Terms of Reference (TOR) at Annexure "A". Any extension in validity of contract / service order will be subject to written mutual consent of both the parties.
- 13.** No alternation in OGDCL's uploaded tender documents is allowed. Any attempt for alteration/amendment in the tender documents may lead to disqualification of the bidder.

**MANAGER (SCM) SERVICES**  
**OIL & GAS DEVELOPMENT COMPANY LIMITED**  
**PHONE: 0092-51-92002 3795**  
**Email: Irshad\_muhammad@ogdcl.com**

## INSTRUCTIONS TO BIDDER

### **1. PROSPECTIVE BIDDERS SHOULD PARTICULARLY NOTE THAT**

- 1.1 Bids valid for minimum of 180 days from the date of bids opening, must be accompanied by Bid Bond (to be attached with **Bid Proposal**) in the form of a Bank Guarantee for an amount of USD/Pak Rupees( *mentioned in Annexure-A*) and valid for 210 days from the date of opening of bids. The Bank Guarantee should be issued by a Pakistani Scheduled Bank or branch of a foreign bank operating in Pakistan, except NIB & Summit Bank, in accordance with the Format at **Annexure-“B”**. Bid Bond in shape of bank guarantee shall not be acceptable with the banks whose market price per share is quoted below the par value at the Stock Exchange. However, Bid Bond in shape of Pay orders/Cash Deposit Receipts (CDR) / Demand Drafts (DD) issued by a Pakistani scheduled bank (listed or not listed at Pakistan Stock Exchange) or a branch of a foreign bank operating in is acceptable.
- 1.2 Bid Bonds through fax/copy shall not be acceptable.
- 1.3 On acceptance of Bid by the purchaser, the successful Bidder shall, within 15 days of the receipt of Letter of Intent (LOI) furnish performance Bond/Bank Guarantee for an amount equivalent to 10% of the total contract value in US\$ or equivalent in Pak Rupees or in quoted currency, issued by Pakistani Scheduled Bank or Branch of a Foreign Bank operating in Pakistan, except NIB & Summit Bank, in accordance with the Format at Annexure-C. The Bank Guarantee must be in accordance with the format as per Annexure-C of the tender Documents. Performance Bond in shape of Bank Guarantee shall not be acceptable with the banks whose market price per share is quoted below the par value at the stock Exchange. However, Performance Bond in shape of Pay orders/Cash Deposit Receipts (CDR) / Demand Drafts (DD) issued by a Pakistani scheduled bank (listed or not listed at Pakistan Stock Exchange) or a branch of a foreign bank operating in is acceptable.
- 1.4 These Terms and Conditions form an integral part of Tender Enquiry and must be taken into consideration before submitting your quotation.
- 1.5 The Purchaser does not take any responsibility for collecting the Bids from any Agency. Your authorized representative may attend the Tender Opening if desired. Any Bid (s) received after closing time or date, shall not be accepted and returned to Bidders unopened.
- 1.6 The purchaser reserves the right to increase or decrease the quantities /scope of work to a reasonable percentage and accept or reject any or all bids or may cancel any or all items at any time without assigning any reasons therefore.

## **2. THE BIDDING DOCUMENTS COMPRISE OF THE FOLLOWING**

- a) Instructions to Bidders
- b) Terms of Reference / Scope of Work, (Annexure-A)
- c) Format of Bid Bond (Annexure-B).
- d) Format of Performance Bond/ Bank Guarantee (Annexure-C)
- e) Format of Bidding Form(Annexure-D)
- f) Format of Integrity and Ethics undertaking (Annexure-E)
- g) Affidavit for Not Black Listing (Annexure-F)
- h) Date Summary Sheet to be attached with technical bid (Annexure-G)
- i) Date Summary Sheet to be attached with financial bid (Annexure-H)
- j) Declaration (Annexure-I)
- k) Draft Contract /Draft Service Order (Annexure-J)

## **3. TIME AND PLACE FOR SUBMISSION OF BIDS**

Sealed Bids must be delivered / dropped at the place, time and date given in Press Tender Notice.

## **4. OPENING OF BIDS**

Bids will be opened at OGDCL House, Islamabad, as per date and time given in Press Tender Notice.

## **5. PREPARATION OF BID / PROPOSAL**

Contractors will prepare their bids in two parts i.e. Technical Proposal (Part-I) and Financial Proposal (Part-II). Technical bid shall consist of one original and one copy whereas financial bid shall consist of original only and both the bids should be sealed in separate envelopes.

**TECHNICAL BID / ROPOSAL** should demonstrate firm's capability to provide the required Services and its understanding of the requisite tasks set forth in the Tender Document. Availability of the following information / documents in the technical proposal must be ensured for proper evaluation of the bid.

(i). Requested information/ sheets, in full with reference to the instructions given in **Terms of Reference/ Scope of Work** at Annexure-**"A"**.

(ii). Background, organization and experience of bidding firm and of any firm that would be associating with, for the purpose of providing the services for this project/contract. A list of past and present major work(s) of similar nature / type i.e. carried out, or being carried out, by bidding and associate firm, if any with evidence in shape of work completion certificate or duly signed contract.

(iii). General approach or methodology proposed for carrying out job including all detailed information, as may be deemed relevant.

(iv). Unpriced draft agreement.

(v). Unpriced copy of financial bid. There must be no change of text or wording between original priced financial bid and copy of unpriced financial bid.

**Vi**) Certificate of incorporation/ valid trade license.

If the bid is submitted by a Joint Venture (JV) of two or more companies, then the portion(s) of the project work to be carried out by each joint venture partner shall be very clearly identified.

Name, qualification, employment record and detailed professional experience of each expert, to be assigned for providing the proposed services, with particular reference regarding similar assignments undertaken by the bidder should also be provided in the bid. In proposing the personnel for this work, it will be encouraged to associate with domestic contractor(s) who are qualified to provide part of the services required.

Association Agreement shall be provided by the joint venture partners with the technical bid accepting responsibility for the successful completion of the project separately and jointly.

### **FINANCIAL PROPOSAL:**

Financial Proposal should contain:

- (i) This tender document duly signed and stamped by the bidder.
- (ii) Duly filled in "Format For Rates" in accordance with instructions given in **Terms of Reference (TOR) /Scope of work** at (Annexure-"A").

All pages of the bid proposal shall be signed and stamped by duly authorized representatives of the bidder. Proof of authorization shall be furnished in the form of valid written power of attorney, which shall accompany the bid. The person signing the bid shall initial all pages of the bid where entries are made.

## **6. BID PRICE**

- 6.1 Bid price shall be inclusive of all taxes, duties, levies, charges etc., except Provincial Sales Tax (PST)/ Islamabad Capital Territory Sales Tax (ICT) on services in Pakistan.
- 6.2 The prices may be quoted in US Dollar preferably or bidders own currency. Whereas, Chinese Firms/Bidders/ Service Providers should quote prices in Renminbi. To facilitate financial evaluation and comparison, all bid prices will be converted to US Dollars at the selling exchange rate officially prescribed by State Bank of Pakistan for similar transaction on the prescribed date of technical opening of bids.
- 6.3 The prices quoted by the successful bidder (contractor) for required services shall remain firm and final throughout contract period. The price charged by the successful bidder (contractor) for required services shall not vary from the prices quoted by the service company.
- 6.4 The technically responsive bidder may offer un-conditional discount in percentage of their quoted price or bids in sealed envelope. The discounted offer must reach OGDCL thirty (30) minutes before allowed/scheduled time for financial bid opening, any discount thereafter shall not be considered. The offered unconditional discount shall be considered as an integral part of the original bid and same shall be considered for financial evaluation. Conditional discount will not be accepted".

The envelop should be properly sealed, marked and addressed as follows:-

**Manager (SCM) Services  
Oil and Gas Development Company Ltd,  
Jinnah Avenue, Islamabad, Pakistan  
Phone #. 0092-51-920023795  
Email: irshad\_muhammad@ogdcl.com**

If the envelope is not marked as instructed above, OGDCL will assume no responsibility for the misplacement or premature opening of the discount letter.

## **7. PAYMENT**

- 7.1 Payment to all Pakistan based foreign/ multinational companies will be made through cross cheque in 100% equivalent Pak Rupees, at actual, against verified invoices at official exchange rate prevalent on the date of payment.
- 7.2 To Foreign based Companies, the payment will be made in US\$ or in quoted currency, at actual against verified invoices through Irrevocable Letter of Credit (LC) after completion of the project or otherwise mentioned in TOR.

## **8. COST OF BIDDING.**

The bidder shall bear all costs associated with the preparation and submission of his bid and OGDCL will in no case be responsible or liable for those costs, regardless of the outcome of the bidding process.

## **9. ADDITIONAL SERVICES**

Contract price will be subject to adjustment as a result of addition/reduction in scope of work. However, unit price quoted for such work (shall remain firm and final throughout contract period) will be used as base price for amendment in contract and computation of final invoice accordingly. Contractor should take approval for such changes in writing from OGDCL. Rates and quantum of any additional job, not covered in the scope of work shall be subject to approval of OGDCL.

## **10. UNSKILLED LABOUR**

Unskilled labor for handling tools and equipment will be on account of bidder.

## **11. LANGUAGE OF BIDDING**

The bid must be prepared and submitted in the English language. Supporting documents and printed literature furnished by the bidder with the bid may be in another language as long as they are accompanied by an English translation of the pertinent passages. For the purpose of interpretation of the Bid, the English language shall prevail.

## **12. BID VALIDITY**

- 12.1. The Bid shall remain valid and open for acceptance for a period of 180 days from the specified date of technical bid opening.
- 12.2. In exceptional circumstances prior to expiry of the original bid validity period, the bidder may be requested in writing for an extension of the



period of validity. A bidder agreeing to such request will not be permitted to modify his bid.

### **13. ALTERNATIVE BIDS.**

- 13.1 In the event that the bidders submit an Alternative bid(s) whether in whole or against any of the items, a group of sub group, in addition to its Main Bid, the bids must be marked as “**Main Bid**” and “**Alternative Bid**”. Alternative Bids which don't conform to the specifications may be submitted. However, only the Alternative bid of the Bidder whose Main Bid is the lowest evaluated bid will be considered.
- 13.2 A Bidder, who wishes to have its Alternative bid(s) considered on an equal basis with all other (Main) bids, must submit a **Bid Bond** for each Alternative bid. An Alternative bid must be submitted in a sealed envelope clearly marked “**Alternative Bid**”, separate from the Main bid.

### **14. BID BOND**

- 14.1 The bidder shall furnish with the **bid proposal**, as part of his bid, a bid bond for an amount of US\$ /Pak Rupees (as specified in Annexure-A/TOR).
- 14.2 Bid Bond in shape of Pay orders/Cash Deposit Receipts (CDR) / Demand Drafts (DD) issued by a Pakistani scheduled bank (listed or not listed at Pakistan Stock Exchange) or a branch of a foreign bank operating in is acceptable.
- 14.3 Technical bid must be accompanied by a Bid Bond in the form of a Cash Deposit Receipt (CDR), a Bank Draft / Pay Order or a Bank Guarantee issued by scheduled Bank of Pakistan or a branch of foreign bank operating in Pakistan, except NIB & Summit Bank, for an amount mentioned in Annexure-A/TOR and valid for 210 days from the date of opening of technical bids.  
  
The Bank Guarantee must be in accordance with the format as per Annexure-B of the tender Documents. Bid Bond in shape of bank guarantee shall not be acceptable with the banks whose market price per share is quoted below the par value at the Stock Exchange.
- 14.4 Any bid not accompanied by the requisite Bid Bond will be rejected. The bid bond of unsuccessful bidders will be returned after issuance of Letter of Intent (LOI).
- 14.5 Extension in Bid Bond (if required), must be submitted in original 15 days before the expiry date otherwise OGDCL may proceed for encashment
- 14.6 The bid bond of the successful bidder shall be released after receipt of Performance bank Guarantee and its authentication from the issuing Bank.
- 14.7 The bid bond may be forfeited in case a bidder withdraws his bid during the period of bid validity or if the Bidder, been notified of the

acceptance of his bid by the Company through issuance of Letter of Intent(LOI) during original or extended bid validity :-

- i. Withdraw their bid during bid validity.  
OR
- ii. Fails, refuses or delays to sign/execute contract as per Tender/Contract's terms & conditions.  
OR
- iii. Fails, refuses or delays to furnish Performance Bond and/or Advance Bank Guarantees.  
OR
- iv. Submit forged/fake document(s) in support of their bid.  
OR
- v. Fails to provide/ perform services as specified in TOR.

**Note:**

“As regards to the requirement of Bid Bond, PPRA rule does not distinguish between a private or a public entity, therefore, all bidders are required to submit bid bond irrespective of their status as private or public sector bidder”.

**15. CARIFICATION/AMENDMENT OF BIDDING DOCUMENTS**

- 15.1 At any time prior to the deadline for submission of Bids, OGDCL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Documents by issuing amendment.
- 15.2 The amendment(s)/ clarification(s) shall be deemed as integral part of these Bidding Documents, and will be uploaded on OGDCL website or notified to all the pre-qualified bidders as the case may be.
- 15.3 The bidders are expected to carefully examine all instructions, forms, scope of work and specifications in the Bidding Documents. Any bidder in doubt as to the exact meaning or interpretation of any part of the Bidding Documents should immediately seek clarification in writing from;

**Manager (SCM) Services  
Oil and Gas Development Company Ltd,  
Jinnah Avenue, Islamabad, Pakistan  
Phone #. 0092-51-920023795  
Email: irshad\_muhammad@ogdcl.com**

For request of all clarifications in regard to the information contained in tender documents made over the telephone shall not be entertained. All enquiries about the tender made to OGDCL and OGDCL's response will be made known to other bidders without disclosing identity of the bidder who made the enquiry.

**16. CONTRADICTIONS, OBSCURITIES AND OMISSIONS**

The Bidder should likewise notify the above of any contradictions, obscurities and omissions in the Bidding Documents if clarification of these is necessary for the clear understanding of the documents and for preparation of the bid. Such enquiries, clarifications, queries must reach the above named not later than one week before the bid submission date otherwise the same will not be responded by OGDCL.

**17. DEADLINE FOR SUBMISSION OF BIDS**

- 17.1 The original bid, together with the required copies must be delivered to OGDCL at above mentioned address, not later than the date and time specified *in Press Tender Notice*.
- 17.2 OGDCL may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents, if required, in which case or rights and obligation of OGDCL and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 17.3 Bids will be opened publically in the presence of the bidder's representative who may choose to attend the bid opening at the date and time as mentioned in the Tender Notice or on the extended date.
- 17.4 The envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "LATE".
- 17.5 If the envelopes are not marked as instructed, OGDCL will assume no responsibility for the misplacement or premature opening of the bid.
- 17.6 In case due date bids opening falls on holidays, the bid will be opened on next working day.

## **18. MODIFICATIONS AND WITHDRAWAL OF BIDS**

- 18.1 Bidder may modify or withdraw his bid after submission, provided that written notice of the modification or withdrawal is received by OGDCL prior to the prescribed deadline for submission of bids.
- 18.2 The bidder's modifications or withdrawal notice shall be prepared, sealed, marked and dispatched as for the bid.
- 18.3 No bid shall be modified subsequent to the deadline for submission of bids and before the expiry of the period of bid validity.
- 18.4 No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity.

## **19. SEALING, MARKING AND TRANSMISSION OF THE BID**

- 19.1 "Technical Proposal" and "Financial Proposal" should be submitted in One envelopes. The envelopes containing Technical and Financial Proposals shall be properly sealed, stamped and marked as follows:

(a) Bid against TENDER ENQUIRY NO. **(As per Press Tender Notice)**

Bids submission date and time **(As per Press Tender Notice)**

Bids opening date & time **(As per Press Tender Notice)**

### **TECHNICAL PROPOSAL**

*(Description as per Press Tender Notice)*

**Manager (SCM) Services**

**Oil and Gas Development Company Ltd,**

**Jinnah Avenue, Islamabad, Pakistan**

**Phone #. 0092-51-920023795**

**Email: irshad\_muhammad@ogdcl.com**

(b)

**FINANCIAL PROPOSAL**

*(Discretion as per Press Tender Notice)*

**Bid against TENDER ENQUIRY NO. (As per Press Tender Notice)**

Bids submission date and time **(As per Press Tender Notice)**

Bids opening date & time **(As per Press Tender Notice)**

- 19.2 If the envelope is not marked as instructed above, OGDCL will assume no responsibility for the misplacement or premature opening of the bid.

**20. LATE BIDS**

Any Bid received after deadline for submission of Bids prescribed by OGDCL will be rejected and returned unopened to the bidder.

**21. BID OPENING**

The Bid shall be opened publicly in OGDCL, by the Tender Opening Committee, in the presence of Bidder's representatives who may choose to attend the bid opening on due date and time specified in the Press Tender Notice or on the extended date.

**22. EVALUATION OF PROPOSALS**

Technical proposal of the bid shall be reviewed first to determine / check its technical responsiveness and conformity with the requirement of bid. The technical evaluation shall be carried out on the basis of information /data spelled out in TOR-Annexure "A" and tender document. Technically responsive and lowest evaluated bidder in line with the bid evaluation criteria given in the Scope of Work/TOR will be considered for award of job.

**23. CRITERIA FOR SUMMARY REJECTION**

Bidder should ensure to submit their bids meeting following summary criteria failing which their bids are likely to be considered non responsive for detailed evaluation.

- 23.1 The Bid must be prepared in the English Language.
- 23.2 The Bid must be unconditionally valid for 180 days from the date of technical bids Opening.
- 23.3 The Technical bid must be accompanied with the duly signed and stamped "Bidding Form" given at Annexure "D" of the tender documents without any exception/ deviation.
- 23.4 Bid must reach on or before as mentioned in the Press Tender Notice.
- 23.5 Technical Bid must be accompanied by a bid bond as specified in Clause – 14.
- 23.6 Direct fax /email bid shall not be accepted. However, copy/fax /scan bid in sealed envelope confirming all other formalities as stated above will be acceptable provided original bid is received by OGDCL within 10

working days after technical Bid Opening Date failing which such bid will be considered non-responsive/rejected.

- 23.7 The bid proposal should essentially include C.Vs of the professionals expected to be deployed for the job (if required).
- 23.8 The technical bid showing prices under single stage one envelop bidding procedure shall be rejected.
- 23.9 Technical bid must be accompanied by Affidavit (Annexure-F) for not being Black Listing of the firm or its director (s).

Note: The procedure of Black Listing is available at OGDCL website at following link: <http://ogdcl.com/uploads/tender/BlackListingProcedure.pdf>

#### **24. CLARIFICATION OF BIDS**

To assist in the examination, evaluation and comparison of bids, OGDCL may at its discretion, ask the Bidder for clarification(s) of his Bid. All responses to request for clarification shall be in writing, and no change in the price or substance of the Bid shall be sought, offered or permitted.

#### **25. ELIGIBILITY AND QUALIFICATION REQUIREMENTS**

- 25.1 To be eligible for award of contract, bidders shall have to provide with technical bid the satisfactory evidence to OGDCL of their eligibility, capability and adequacy to carry out the contract effectively up to the end. All bids submitted shall include updates of the information on technical capability and firm's history that includes experience, list of similar projects carried out as per requirement of the Scope of work / TOR.
- 25.2 Proof of requirements mentioned at Sub-clause-25.1 must be submitted by the bidder along with the technical bid and shall be examined during technical evaluation.
- 25.3 The bids submitted by a Joint Venture of two or more firms as partner shall comply with the following requirements:
  - 25.3.1 The JV Agreement shall be signed and provided with the technical bid so as to be legal binding on all partners.
  - 25.3.2 One of the partners shall be nominated, as being in charge and its authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
  - 25.3.3 The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract including payment shall be done exclusively with the partner in charge.
  - 25.3.4 All partners of the joint venture shall be jointly and severally responsible for the execution and completion of the contract in accordance with the contract terms and conditions. A relevant statement to this shall be included in the authorization mentioned under clause 25.3.2 as well as in the Form of Bid and the Form of Agreement. A copy of the agreement entered in to the joint venture partners shall be submitted with the bid.

## **26. COMPANY'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS**

OGDCL reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the effected bidder or bidders or any obligation to justify the affected bidder or bidders on the grounds for OGDCL's action.

## **27. BID EVALUATION**

- 27.1 After opening the bids, OGDCL will determine/evaluate whether each bid is substantially responsive to the requirements of the Bidding Documents/ TOR.
- 27.2 OGDCL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required experience certificates/ evidence, sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 27.3 Arithmetical errors will be rectified on the following basis.
- 27.3.1 If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
- 27.3.2 If there is a discrepancy between words and figure, the amount in words shall prevail.
- 27.4 A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviation. A material deviation is one which being inconsistent with the Bidding Documents, affects in any substantial way the scope, instruction to Bidders, quality or prescribed completion schedule or which limits in any substantial way, OGDCL's right or the bidders' obligation under the Contract.
- 27.5 Any bid determined to be non-responsive will be rejected by OGDCL and shall not subsequently be made responsive by the Bidder by correction of the non-conformity in any manner.
- 27.6 OGDCL may waive any minor deviation non-conformity or irregularity in a bid, which does not constitute a material deviation, provided that the waiver does not prejudice or affect the relative standing order of any Bidder.
- 27.7 To assist in determining a bid's responsiveness, the Bidder may be asked for clarification of his bid. The Bidder is not permitted, however, to change bid price or substance of his bid.
- 27.8 The evaluation of the bids will take into account, in addition to the bid price, the following factors:
- 27.8.1 Reliability and efficiency of the offered service.

27.8.2 Financial standing of the supplier.

27.9 Technical evaluation report will be uploaded on OGDCL website. The bidders may lodge a written complaint for redressal of their grievances and disputes to Committee for Redressal of Grievances & Settlement Dispute within fifteen (15) days of the placement of the Technical Evaluation Report on OGDCL website.

27.10 The award of the contract / service order shall be made to the bidder whose bid has been determined to be the lowest evaluated bid, after considering all factors and who meets the requisites of TOR/tender documents/bid format.

27.11 The purchaser shall notify by fax/letter/email etc., the successful bidder of its intent to enter into a contract. The contract shall be executed only after all necessary management/Governmental approvals have been obtained.

## **28. PERFORMANCE BOND / BANK GUARANTEE**

28.1 Within fifteen (15) days of receipt of the notification of contract award /Letter of Intent (LOI), the successful bidder shall furnish to OGDCL, the Bank Guarantee / Performance Bond for an amount equivalent to 10% of contract value as per specimen at "Annexure-**C**".

28.2 The bank guarantee / performance bond shall remain valid and in full force and effect six months beyond contract validity period.

28.3 The validity of Bank Guarantee / Performance Bond shall be extended by the contractor if the completion of contract is delayed, whether in whole or in part, failing which OGDCL reserves the right to encash the performance guarantee.

28.4 Extension in Performance Bond (if required), must be submitted in original 15 days before the expiry date otherwise OGDCL may proceed for encashment.

28.5 The cost incurred for establishing the Bank Guarantee / Performance Bond or any extension/amendment thereof shall be on contractor's account.

28.6 The Bank Guarantee / Performance Bond will be discharged after completion of the contract.

28.7 Performance bond can be submitted in the form of a cash deposit receipt (CDR), a Bank Draft, etc. Bank Guarantee issued by scheduled Bank of Pakistan or a branch of foreign bank operating in Pakistan except NIB & Summit Bank.

28.8 Performance Bond in shape of bank guarantee shall not be acceptable with the banks whose market price per share is quoted below the par value at the stock Exchange. However, Performance Bond in shape of

Pay orders/Cash Deposit Receipts (CDR) / Demand Drafts (DD) issued by a Pakistani scheduled bank (listed or not listed at Pakistan Stock Exchange) or a branch of a foreign bank operating in is acceptable. The Bank Guarantee must be as per format attached at Annexure-”C”.

28.9 The proceeds of the Performance Bond shall be payable to the company (OGDCL) as compensation for any loss resulting from the contractor’s failure to complete its performance obligations under the contract.

28.10 Performance bond shall be confiscated in the event of default, non-performance or non-fulfillment by CONTRACTOR of his obligations liabilities, responsibilities or any other reason(s) warranting the confiscation of the guarantee or in case if any forged or fake documents is found at any stage under this contract.

### **29. EMPLOYMENT OF PAKISTANI NATIONALS**

29.1 The Contractor will be required to employ Pakistani Qualified & experienced nationals in its operation if available. In order to employ the expatriate professionals if needed, the contractor will ensure that all efforts have been exhausted to employ Pakistani qualified nationals. Unskilled workers if needed for the operation will be hired from the local area where the operation is being performed.

29.2 In case of non-availability of qualified / experienced Pakistani nationals for the contractual services, the contractor will reasonably make efforts to train Pakistani nationals in such a manner to replace gradually the expatriate professionals.

### **30. SIGNING OF CONTRACT**

Within 15 days after notification to the successful bidder regarding acceptance of his bid, after receipt and authentication of Performance Guarantee, the contract incorporating all agreements between the parties will be signed.

### **31. SOURCE OF FUNDS.**

The Project will be financed out of funds of the Company (OGDCL).

### **32. AMOUNT OF BID BOND**

The bidder shall furnish with the Technical bid proposal, as part of his bid, a bid bond for an amount of US\$ /Pak Rupees (as specified in Annexure-A/TOR in accordance with the format as per Annexure-B of the tender Documents.



**TERMS OF REFERENCE (TOR)**

**1. The Company/Background**

Oil & Gas Development Company Limited (OGDCL) is a Public Sector Company and the flagship of the country's E & P sector. The Company is the local market leader in terms of reserves, production and acreage, and is listed on all three stock exchanges in Pakistan and also on the London Stock Exchange since December 2006.

As Pakistan's largest Oil & Gas producer, OGDCL's production stands at 40,000 BPD of Crude Oil (Net Averaged), 1,115 MMCFD of Gas (Net Averaged), 250 MTD of LPG (Net Averaged) and 90 MTD of Sulphur. Having 46 Operated Oil & Gas Fields, geographically distributed all across the country; OGDCL has 18 Oil & Gas processing plants. These include Dehydration, LPG, Sulphur Recovery, H<sub>2</sub>S Removal, Gas Sweetening, Condensate Stabilization, Refining and Compression plant. OGDCL owns 09 (Nine) drilling and 01 (One) work-over rig, Moreover Five Seismic Teams are in operation with Vibroseis Dynamite Energy Source.

OGDCL has a workforce of over 14,000 employees inclusive of casual workers. OGDCL's primary objective is to enhance its reserves and production profile and ultimately maximize value for shareholders.

**2. Brief Scope of Work**

To ensure competitive edge, the company require the services for head hunter firm with proven track record and expertise preferably in E & P sector for hiring following senior level positions only:

- i. Executive Director (Exploration)
- ii. Executive Director (Joint Venture)
- iii. Executive Director (Production)
- iv. Executive Director (Services)
- v. Chief Operating Officer
- vi. General Manager (Internal Audit)

**3. Invitation of Applications**

Applications are invited for hiring the services of head hunter firms.

**4. Instructions for Consulting Firms**

- 4.1 The headhunter firm should have at least five (05) years' experience as headhunter in handling at least five (05) successful projects preferably in E & P industry.
- 4.2 The headhunter firm should have proven expertise in the delivery of all aspects of the proposed project. The headhunting process is to be carried out in a highly professional manner; only candidates who are genuinely interested in considering new opportunities are briefed about vacant positions in hiring firms, while maintaining strict confidentiality. Headhunters will provide detailed feedback at every stage of the search process, helping OGDCL in right decision-making.

- 4.3 The knowledge of best practices prevailing globally in E & P industry along with technical and operational expertise will provide added advantage to the headhunter firm.
- 4.4 The headhunter firm should have a dedicated team of professionals with top class educational background and prior experience preferably in the E & P sector with successful track record of conducting/implementing similar projects with particular emphasis on headhunting.
- 4.5 The headhunter firm should have consulting resources and capacity to deliver for a complex and multi-faceted positions with an aggressive timeline.
- 4.6 The headhunter firm designated team members may possess relevant degrees and expertise.
- 4.7 Sound financial strength of the headhunter firm.
- 4.8 Methodology for successful and completed assignment of headhunting.
- 4.9 In case if the headhunter firm is working as a global company/firm, the headhunter firm may have their local presence in Pakistan either in terms of local office or affiliation with a local consultant.

#### 5. Technical Evaluation Criteria:

<b>Sr. No.</b>	<b>Evaluation Aspect</b>		<b>Maximum Points</b>
5.1	Experience	Number of years of relevant experience Upto 05 years .... 15 marks Above 05 upto 10 years .... 25 marks More than 10 years .... 30 marks (Provide relevant documents)	<b>30</b>
5.2	Assignments	Upto 05 assignments .... 15 marks 06-10 assignments .... 25 marks More than 10 assignments .... 30 marks (Provide relevant documents)	<b>30</b>
5.3	Methodology	Brief of the methodology followed for 05 successfully & completed assignment of headhunting (Provide relevant documents)	<b>20</b>
5.4	Solvency	Last 03 years Annual Audited Reports/ Profit & Loss Statements (Provide relevant documents)	<b>10</b>
5.5	Company Profile/ Qualification and experience of Consultants	Number of Consultants having relevant academic or professional degrees and experience of atleast 05 years (Provide relevant documents)	<b>10</b>
<b>Total Marks (Qualifying marks are 60%)</b>			<b>100</b>

## 6. Financial Evaluation Criteria:

Sr. No.	Evaluation Aspect	Bidder's Name
i.	Percentage of discount offered against each post	_____ %

### Notes:

- 6.1 Bid will be submitted on single stage one envelop bidding procedure.
- 6.2 Bid security will be Rs. 200,000/- (Rupees Two Hundred Thousand only) which must be attached with the bid at the time of submission.
- 6.3 Performance Bond amounting PKR 300,000/- shall be required after issuance of LOI.
- 6.4 Headhunter will be hired on Quality and Cost Based Selection criteria.
- 6.5 Weightage for Technical & Financial Evaluation criteria will be 70% and 30% respectively.
- 6.6 Head Hunter upon finalization of each assignment completed under this contract shall be liable to receive the following:
  - 6.6.1 Salary (on completion of each assignment)
  - 6.6.2 Reimbursement of Advertisement charges (as per actual with prior approval of client)
- 6.7 Percentage of discount will be offered on the salary referred at 6.6.1.
- 6.8 Duration of contract will be 06 months excluding the time taken by OGDCL Management for deliberation and processing of the case.
- 6.9 Job descriptions shall be provided to the successful bidder at a later stage for processing.

**1. General**

**Name and address of the Company:**

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**Type of the Company** (Public Limited liability, private limited, private practice, wholly owned, subsidiary, sole proprietary etc.)

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**Date established:**

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**Name and address of the Company bankers:**

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**Is your company registered with Income Tax Department under Pakistani Law? (if so provide)**

**Registration No.**

---

**Number of Experts/ Consultant/Human Resource Base:**

---

**CEO/Managing Director:**

---

**Contact Person:**

---

**Telephone numbers:**

---

**Fax Number:**

---

**Email Address:**

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**Note:** Supporting documents to attached, where required.

**BID BOND**

Oil & Gas Development Company Limited,  
OGDCL House, Jinnah Avenue,  
Blue Area, Islamabad.

Guarantee No.....  
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. **PROC-SERVICES/-----**  
---- 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 -----  
-----) 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 210 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:
  - i. Fails, refuses or delays to sign/execute contract as per  
Tender/Contract’s terms & conditions.  
OR
  - ii. Fails, refuses or delays to furnish Performance Bond and/or  
Advance Bank Guarantees.  
OR
  - iii. Submit forged/fake document(s) in support of their bid.  
OR
  - iv. Fails to provide/ perform services as specified in TOR.
2. To accept written intimation 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 intimation.
3. 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.
4. This is an independent and direct obligations guarantee and shall be  
binding on us and our successor in interest and shall be irrevocable.
5. The Guarantor Bank warrants and represents that it is fully  
authorized, empowered and competent to issue this guarantee.

**Yours faithfully,  
(BANKERS)**

PERFORMANCE BOND/BANK GUARANTEE

Oil & Gas Development Company Limited,  
OGDCL House, Jinnah Avenue,  
Blue Area, Islamabad.

Guarantee No.....  
Date of issue .....  
Date of expiry .....  
Amount.....

Dear Sir,

Ref: Our Bank Guarantee No. \_\_\_\_\_ in the sum of  
\_\_\_\_\_ Account \_\_\_\_\_ Amount of Contract  
\_\_\_\_\_

In consideration of you having entered into contract No.  
\_\_\_\_\_ with \_\_\_\_\_ called  
Contractor and in consideration for value received from CONTRACTOR, we  
\_\_\_\_\_ at the request of \_\_\_\_\_ 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/USD) 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, or in case if any forged or fake documents is found at any stage under this contract, of which you shall be the sole and absolute judge.
2. To accept written intimation 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 from the date hereof **until six months beyond the contract validity period.****
4. That no grant of time or other indulgence to, amendment in the terms of the contract by Agreement between the parties, or imposition or 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 or otherwise 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 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**

**BIDDING FORM**

Date.....  
Tender Enquiry No. ....

To  
Oil & Gas Development Company Limited,  
OGDCL House, Plot # 3013,  
Blue Area, Islamabad

Gentlemen,

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

2. We confirm that the terms and conditions given in the Tender Enquiry / Tender Documents are acceptable to us and if our Bid is accepted we shall execute a contract with OGDCL accordingly without any exceptions. We further confirm to commence service within..... days of the mobilization notice issued by OGDCL.

3 We agree to validate bid unconditionally for the period of 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.

4. We hereby certify that our Firm / Company / Local Agent is or has not been at any time during the past five years, involved in litigation, arbitration or any other unsettled dispute with OGDCL / JV Partners.

5. We further certify that all the contracts / orders placed on us by OGDCL / JV Partners have been executed timely and as per terms & conditions of the Contract / order without any unsettled dispute.

6. Until a formal Agreement is prepared and executed, this bid, together with your acceptance thereof, shall constitute a binding contract between us.

7. We understand that you are not bound to accept the lowest or any tender you may receive.

8. Our bid proposal do not contain any deviation or exceptions from the terms & conditions enunciated in the tender documents.

Dated this.....days of..... (year) 201-- ,

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)

(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:

- i. 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.
- ii. That we have not and will not enter with other bidders into any undisclosed agreement or undertaking either formal or informal to restrict competitiveness or to cartelise in the bidding process.
- iii. That we will ensure that the remuneration of agents (if engaged) is appropriate and for legitimate services only.
- iv. That we will not use subcontracts, purchase orders or consulting agreements as means of channeling payments to employees of OGDCL.
- v. 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 or transgression of the above mentioned principles will attract disqualification from the tender process and may also result in permanent exclusion from future contract award process.

We also accept and undertake 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. \_\_\_\_\_



**Mandatory for participation in Bidding Process**

**AFFIDAVIT**  
**(To be attached with 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.
3. That I hereby confirm and declare that none of my/our group/sister concern/associate company is participating/ submitting this tender.
4. That I hereby confirm and declare that my/our firm/company M/s \_\_\_\_\_ and my/our firm/group/company/ sister concern / associate company or any of its directors have not been black listed/de-listed by any Institutional agencies/Govt. Deptt/ Public Sector Undertaking.
5. That there is no change in the Name & Style, Constitution and Status of the firm, after Pre-qualification.
6. That I further undertake that in case any of the facts contained above and in-our application is round other-wise or incorrect or false at any stage, my/our firm/company/ group/sister concerns/ associate companies shall stand debarred from the present and future tenders of the OGDCL.

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

DEPONENT

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

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

DEPONENT

(Signature & Seal of Notary)

**DATA SUMMARY SHEET**  
**(To be attached with 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.

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

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

COMPLETE NAME ADDRESS EMAIL,  
PHONE & FAX NUMBER OF BIDDER

---

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

---

---

VALIDITY OF BID:

---

COMPLETION PERIOD:

---

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

---

---

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

---

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

**DECLARATIONS**

**CONTRACT NO. PROC-SERVICES**

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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

DRAFT CONTRACT

Contract No. \_\_\_\_\_

**NAME OF SERVICES: (Hiring of Head Hunting Services)**

This contract for hiring of Head Hunter (Contractor) is made at Islamabad as of this \_\_\_\_\_ day of \_\_\_\_\_/year of execution, by and between Oil & Gas Development Company Limited (Client) & M/s \_\_\_\_\_ (Head Hunter).

In consideration of mutual undertaking and covenants hereinafter set forth, the parties hereby agree as follows:

**SECTION-1 (SCOPE OF WORK):**

The description of work includes:

- 1.1 The Head Hunter shall provide services of head hunting for positions required by client from time to time during the term of the contract.
- 1.2 The Client shall provide information for the position to be filled through Head Hunter which may include the position title, job responsibilities, relevant qualifications, experience and any other relevant considerations so that contractor shall provide pool of candidates as per given requirement.
- 1.3 The Head Hunter shall prepare and must publish the advertisement in leading newspapers and other sources for inviting potential applications for recruitment to the posts required by the client. The Head Hunter shall submit the professional profile analysis report along with summary of each short listed candidate.

**SECTION-2 (TERM):**

The initial term of this contract shall be \_\_\_\_\_ from the date of signing of contract unless earlier terminated under the provisions hereof. Any extension in the term of contract will be subject to mutual consent of both the parties.

**SECTION-3 (PAYMENT TERMS):**

- 3.1 Payment will be made through cross cheque in Pak Rupees, at actual, against verified invoices.
- 3.2 OGDCL shall ensure to make payment to the Head Hunter as early as possible against duly verified invoices. However, any payment made after thirty (30) days shall not in any way attract any markup, interest, surcharge or charges, etc.
- 3.3 Head Hunter upon finalization of each assignment completed under this contract shall be liable to receive the following:
  - 3.3.1 \_\_\_\_\_ Salary (on completion of assignment);
  - 3.3.2 Reimbursement of Advertisement charges (as per actual with prior approval of client);
  - 3.3.3 Out of pocket expense include Consultants'/Candidates' travel, boarding & lodging for and on behalf of OGDCL with prior written consent of OGDCL shall subsequently be reimbursed by the company at actual. Psychometric testing of potential/short listed candidate, if and where applicable with prior written consent approval of Client shall be reimbursed as per actual.

- 3.4 To avoid delay in payment, it is essential that the invoices shall:
- 3.4.1 Be duly signed and stamped by authorized person and type-written in English.
  - 3.4.2 Describe services provided along with clearly mentioning the location of the Company where Services have been provided.
  - 3.4.3 Invoices along with required documents must be submitted to Manager Accounts on the following address for onward verification by Manager of end user Department of OGDCL:

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

**SECTION-4 (TAXES AND DUTIES):**

- 4.1 All the taxes on the income or payments to the contractor arising, accruing or resulting under the contract, whether present or future, assessed or payable inside or outside Pakistan shall be the exclusive responsibility of the contractor or its sub-contractor(s). Company, in order to discharge its responsibilities as withholding agent shall withhold income tax from the payments to the contractor within the contract value at the rates applicable at the time of payments.
- 4.2 Sales tax on goods as well as services is applicable in Pakistan under Federal/ Provincial Sales Tax Laws. The Contractor being registered with respective Federal/Provincial Revenue Authority of Pakistan is entitled to charge applicable sales tax over and above its 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 shall withhold sales tax from the contractor (whether registered or unregistered), as per respective sales tax withholding rules.
- 4.3 The above clauses relating to payment of taxes would prevail notwithstanding a contrary expression reflected in any other clause of the contract.

**SECTION-5 (ARBITRATION):**

- 5.1 If any technical question, difference or dispute arises under this contract, the parties shall use their best efforts to promptly resolve such dispute, controversy or disagreement. However, if the dispute continues, MD/CEO of OGDCL shall have a final authority to settle the dispute of any nature.

**SECTION-6 (TERMINATION):**

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

**SECTION-7 (ERADICATION OF CORRUPTION):**

- 7.1 All vendors, suppliers, contractors, consultants and alike are encouraged to inform the MD/CEO and Heads of Departments in case where any Company's employee asks for any type of favor whether monetary or any kind. You can contact the MD/CEO and Heads of Departments on the following addresses, phone numbers, faxes or e-mail:

MD/CEO  
Oil & Gas Development Company Limited  
OGDCL House, Blue Area, Islamabad.  
Tel No. 051-9244102, 2623020  
Fax No. 051-9209708  
E-mail: md@ogdcl.com

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

**Company:**

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

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

Position: \_\_\_\_\_

Witness: \_\_\_\_\_

**Contractor:**

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

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

Position: \_\_\_\_\_

Witness: \_\_\_\_\_

