

**GENERAL TERMS AND CONDITIONS:**

- A. ANY BID SUBMITTED TO H.O, WILL BE TREATED AS CANCELLED.
- B. BIDDER WILL PROVIDE/DELIVER THE MATERIAL AT QADIRPUR SITE ON FOR BASIS. OGDCL WILL NOT PAY ANY TRANSPORTATION CHARGES FOR DELIVERY OF MATERIAL.
- C. SUPPLIER WILL PROVIDE GST/SST INVOICE/S.
- D. OGDCL RESERVES THE RIGHT TO EVALUATE THE BID(S) EITHER ITEM-WISED OR FULL PACKAGE BASIS WITHOUT ASSIGNING ANY REASON. TO QUOTE COMPETITIVE PRICES FOR ALL OR ANY ITEMS ENABLE COMPANY TO DECIDE PURCHASE.
- E. THE DETAILED INSPECTION OF DELIVERED MATERIAL WILL BE CARRIED OUT AT SITE AFTER DELIVERY OF MATERIAL.
- F. GENUINE ITEM / MATERIAL SHOULD BE DELIVERED AS PER SPECIFICATION IN TENDER DOCUMENT.
- G. PARTIAL PAYMENTS WILL NOT BE MADE, IN ANY CASE.
- H. ALL THE PARTICIPATING COMPANIES MUST HAVE 03 YEARS' EXPERIENCE IN SUPPLY OF WATER CHEMICALS.
- I. BIDDER WILL PROVIDE IMPORT BILL / PROOF OF PURCHASE FORM AUTHORIZED DEALER FOR PURCHASE OF SAID MATERIAL.
- J. DELIVERY MUST BE MADE WITHIN 8 WEEKS AFTER PLACEMENT OF ORDER.

**BIDDING FORM (TECHNICAL BID)**

Oil & Gas Development Company Limited  
Qadirpur Gas Field,  
Ghotki, Sindh-Pakistan

Gentlemen,

1. Having examined the Bidding Documents including the specifications, the receipt of which is hereby acknowledged, we the undersigned, offer to supply & deliver «Description» in conformity with drawings, specifications of goods and conditions of Tender Document.
2. We undertake, if our bid is accepted, to commence delivery within \_\_\_\_\_ weeks (Please specify Weeks) from the date of receipt of your firm Purchase Order.
3. If our bid is accepted, we will provide the Performance Bond equal to 10% of the Purchase Order excluding GST, for due performance of the purchase order up to a time period of six month after the delivery.
4. We agree to abide by all the terms & conditions of the tender for the period of \_\_\_\_\_ days (*Please specify days*) from the date fixed for receiving the same & it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extension thereof agreed by us.
5. Until a formal Purchase Order is placed, this bid, together with your written acceptance thereof, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest priced or any bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_\_

(Signature)  
(In the capacity of)

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

(Signature of Witness)

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

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

\_\_\_\_\_

**BID SUMMARY SHEET**  
**TENDER NO. (TE/01/QP-Process/2021)**  
**(TO BE ATTACHED WITH TECHNICAL BID)**

1. Bidder Name \_\_\_\_\_
  - a. Address, Phone & Fax No \_\_\_\_\_
  - b. E-mail address \_\_\_\_\_
  
2. Manufacturer Name & \_\_\_\_\_
  - a. Country of Origin: \_\_\_\_\_
  - b. (Where required) \_\_\_\_\_
  
3. Items Quoted:(give serial no. only): \_\_\_\_\_
  
4. Price Validity: \_\_\_\_\_
  
5. Offered Delivery/ Completion Period: \_\_\_\_\_
  
6. GST Registration No. \_\_\_\_\_
  
7. Bidding Form (Annexure-B Attached with Technical Bid):      Yes      No
  
8. Bid Bond Attached with **TECHNICAL** Bid:                              Yes      No
  
9. Any Deviation: \_\_\_\_\_

Signature \_\_\_\_\_

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

**BIDDING FORM (FINANCIAL BID)**

**Oil & Gas Development Company Limited  
Qadirpur Gas Field,  
Ghotki, Sindh-Pakistan**

Gentlemen,

1. Having examined the Bidding Documents including the specifications, the receipt of which is hereby acknowledged, we the undersigned offer to supply & deliver «Description» in conformity with drawings, specifications of goods and conditions of Tender for the sum of Rs. \_\_\_\_\_ (Total bid amount in words) (inclusive of all taxes) or such other sum as may be ascertained in accordance with the said conditions.

2. Until a formal Purchase Order is placed, this bid, together with your written acceptance thereof, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest priced or any bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_

(Signature)  
(In the capacity of)

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

(Signature of Witness)

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

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

\_\_\_\_\_

**BID SUMMARY SHEET**  
**TENDER NO. (TE/01/QP-Process/2021)**  
**(TO BE ATTACHED WITH FINANCIAL BID)**

1. Bidder Name \_\_\_\_\_  
Address, Phone & Fax No \_\_\_\_\_  
E-mail address \_\_\_\_\_
2. Manufacturer Name & \_\_\_\_\_  
Country of Origin: \_\_\_\_\_  
(Where required)
3. Items Quoted:(give serial no. only): \_\_\_\_\_  
\_\_\_\_\_
4. Price Validity: \_\_\_\_\_
5. Total FOR (Destination) Price (Without GST): Rs \_\_\_\_\_
6. Total FOR (Destination) Price (With GST): Rs \_\_\_\_\_
7. Amount of Bid Bond (without GST): Rs 60000
8. Validity of Bid Bond (Expiry Date): \_\_\_\_\_
9. Offered Delivery Period: \_\_\_\_\_
10. Payment Terms: \_\_\_\_\_
11. GST Registration No. \_\_\_\_\_
12. Bidding Form (Annexure-B-1 attached with TECHNICAL bid): Yes No
13. Any Deviation: \_\_\_\_\_

Signature \_\_\_\_\_

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

**BANK GUARANTEE AS EARNEST MONEY**

Guarantee # : \_\_\_\_\_  
Date of Issue : \_\_\_\_\_  
Date of Expiry : \_\_\_\_\_  
Amount : \_\_\_\_\_

**Oil & Gas Development Company Limited  
Qadirpur Gas Field,  
Ghotki, Sindh-Pakistan**

In consideration of \_\_\_\_\_  
hereinafter called "THE BIDDER" HAVING SUBMITTED THE ACCOMPANYING Bid and in  
consideration of value received from (the bidder above), we hereby agree to undertake as follows:

1. To make unconditional payment of Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_) up on your written  
demand without further recourse, question or reference to the BIDDER or any other person  
in the specified Bid after opening of the same for the validity thereof or if no such period be  
specified, within 120 days after the said opening or if the Bidder, having been notified of the  
acceptance of his bid by the Purchaser during the period of bid validity:
  - a) Fails or refuses to execute the Purchase Order in accordance with the instructions to  
the 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 or non-compliance as aforesaid on the part of the BIDDER and to make  
payment accordingly within 03 (three) days of receipt of the written intimation.
3. No grant of time or other indulgence to or composition or arrangement with the Bidder in  
respect of aforesaid Bid with or without notice to us shall affect this Guarantee and our  
liabilities and commitments hereunder.
4. This guarantee shall be binding on us and our successors in interest and shall be irrevocable.

**(BANKER)**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.**  
**CERTIFICATE**

Submitted to OGDCL with the reference to Purchase Order No. \_\_\_\_\_

---

hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privileges or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any corrupt business practice.

Without limiting the generality of the foregoing, the Seller/ Supplier represents and warrants that it has fully declared the brokerage, commission, fees etc., paid or payable to anyone and not given or agreed to give and shall not be given or agree to give to any one within or outside Pakistan either directly or indirectly through any national or juridical person, including its affiliate, agent, associate, broker, consultant, briber, finder's fee or kickback, whether described as consultant fee or otherwise, with the object of obtaining or including the procurement of a contract right, interest, privilege or other obligation or benefit in whatsoever form from GOP except that privilege or other obligation or benefit in whatsoever form from GOP except that which has been expressly declared pursuant hereto.

The Seller/ Supplier certifies that it has made and will make full disclosure of all agreement and arrangements with all persons in respect of or related to the transaction with GOP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

The Seller/ Supplier accepts full responsibility and strict liability for making any false declaration not making full disclosure, mis-representing facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest. Privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GOP under any law, contract or other instrument, be voidable at the option of GOP.

Notwithstanding any rights and remedies exercised by GOP in this regard, the Seller/ Supplier agrees to indemnify GOP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GOP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Seller/ Supplier as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

For & On Behalf of  
Seller/ Supplier



## OIL & GAS DEVELOPMENT COMPANY LTD

Oil & Gas Development Company Limited  
Qadirpur Gas Field,  
Ghotki, Sindh-Pakistan

TEL: : 92 072-3660683/4 (Ext.210,392)  
FAX: : 92 072-3660676  
EMAIL: : process\_qp@ogdcl.com  
Web Site: [www.ogdcl.com](http://www.ogdcl.com)  
GST No: 07-02-2802-001-55

LPO No : TE/ / \_\_\_\_\_  
M/s \_\_\_\_\_,  
\_\_\_\_\_,  
\_\_\_\_\_.

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

SUBJECT: **LOCAL PURCHASE ORDER.**

Dear Sir,

Ref your quotation dated \_\_\_\_\_ opened on \_\_\_\_\_ against our Press Tender/Tender Enquiry/Fax Enquiry # PROC-L( ) \_\_\_\_\_ dated \_\_\_\_\_ regarding procurement of \_\_\_\_\_.

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

INDENT No. \_\_\_\_\_ DT. \_\_\_\_\_  
A/C CODE: \_\_\_\_\_

FOR: (LOCATION \_\_\_\_\_) DEPARTMENT \_\_\_\_\_

S. NO.	DESCRIPTION	QTY	UNIT	INDEX NUMBER	UNIT RATE (RUPEES)		TOTAL (RUPEES)
					(EXCL OF GST)	(INCL OF GST)	
(RUPEES _____ ONLY)						GRAND TOTAL: (INCLUSIVE OF ____% GST)	

### **TERMS & CONDITIONS:**

- DELIVERY PLACE & PERIOD:** AT OUR \_\_\_\_\_ WITHIN \_\_\_\_\_ AFTER ISSUANCE OF LPO.
- PAYMENT CLAUSE:**
  - PAYMENT AFTER DELIVERY (OR)
  - PAYMENT AGAINST DELIVERY (OR)
  - \_\_\_\_\_% ADVANCE PAYMENT AGAINST BANK GUARANTEE.
- PERFORMANCE BOND:** 10% PERFORMANCE BOND IN SHAPE OF BANK GUARANTEE AS PER CLAUSE # \_\_\_\_\_ OF TENDER DOCUMENTS MUST BE SUBMITTED WITHIN 10DAYS.
- INSPECTION:** .....
- PLEASE ACKNOWLEDGE RECEIPT OF THIS ORDER IMMEDIATELY ACKNOWLEDGEMENT AND/OR PERFORMANCE, PARTIAL OR COMPLETE, OF THIS PURCHASE ORDER SHALL CONSTITUTE THE SUPPLIER/SELLER'S ACCEPTANCE OF ALL TERMS AND CONDITIONS OF THIS PURCHASE ORDER WITHOUT REGARD TO AND IN SUPERCESSION OF ANY AND ALL PREVIOUS CORRESPONDENCE/ DOCUMENTATION BETWEEN THE PARTIES.

for **OIL & GAS DEVELOPMENT COMPANY LTD.**



**GENERAL TERMS AND CONDITIONS**

1. **GENERAL:** These terms and conditions shall form an integral part of this Local Purchase Order and both the Supplier/Seller and the Purchaser shall be bound by all the provisions contained hereunder.
2. **DELIVERY:**
  - a. The material strictly according to specification must be delivered through Delivery Challan in triplicate at the place and within the time mentioned in this order (on reverse) by you at your own expenses {excluding a grace period of 10 (Ten) days for postal delivery of this Purchase Order}.
  - b. Time is of the essence of this order.
3. **EXTENSION IN SUPPLY PERIOD:** Supply period may be extended in exception cases provided that;
  - a. Force Majeure case is established by the Supplier.
4. **INSPECTION:** All items of this order will be subject to acceptance/rejection by the Inspection Committee/3<sup>rd</sup> Party Inspector (if required), who will give its decision within 07 days of receipt of material. Rejected material shall be removed / replaced by the Supplier within 07 days from the date of receipt of letter/fax, issued by the Field Manager Uch Gas Field. The Supplier will be liable to pay storage charges @ ½ % of the cost of rejected material on every day basis if the same is not removed within 07 days. After 10 days the penalty will be charged at the rate of 5% per day with the supplier's maximum liability under this clause not to exceed 15% of the total value of the Purchase Order.
5. **PENALTY:** For failure to comply with Delivery Clause, penalty shall be imposed on the Supplier as under:
  - a. @ 1 % of cost of entire order or such items as remain un-supplied for every day upto a maximum of 15% for 10 days exceeding the delivery period.
  - b. If the material is not supplied even after paying penalty for 10 (ten) consecutive days. OGDCL reserves the right to cancel the supply order and to obtain the required items from elsewhere at your risk and cost.
6. **DOCUMENTATION FOR PAYMENT:** Following documents must be provided after receipt of Local Purchase Order (LPO) and payment will be processed only after receipt of said certificates:
  - a. National Tax Number (NTN), General Sales Tax (GST) and Professional Tax Paid Certificates must be provided by the firm immediately after receipt of Local Purchase Order (LPO) and payment will be processed only after receipt of said certificates.
  - b. Commercial Invoice having NTN/CNIC Numbers
  - c. Sales Tax Invoice
  - d. Professional Tax Paid Certificate
  - e. Copy of valid Tax Exemption Certificate (if any)
  - f. Delivery Challan
7. **You are encouraged to inform the M.D. and Head of Deptt(s) on the following addresses/ contacts, in case where any OGDCL employee asks for any type of favour whether monetary or in kind:**

DESIGNATION	ADDRESS	TEL #	FAX #	E. MAIL
MANAGING DIRECTOR	OGDCL HOUSE, JINNAH AVENUE, ISLAMABAD	051- 9209701	051- 9209708	
I/C Process Section	Qadirpur Gas Field	072-3660683 Ext 210	072- 3660676	process_qp@ogdcl.com
8. **GOVERNING LAW:** This Local Purchase Order and any matter relating thereto shall be governed by the laws of Pakistan.
9. **WARRANTIES:** Supplier/Seller warrants that all goods, material, equipment or services furnished hereinabove will conform strictly to the Purchaser's specifications.
10. **TITLE:** Supplier/seller warrants that the goods, material, equipment shall be delivered free from any and all security interests, liens, encumbrances and claims of any nature.
11. **COMPLIANCE WITH LAWS:** Supplier/seller agrees to indemnify the Purchase for any loss, damage or cost suffered by the Purchaser as a consequence of the Supplier/seller's failure, deliberate or otherwise, to comply with any applicable laws, rules, regulations or orders/directives of any public sector entity and/or Government.
12. **ARBITRATION:** Any dispute, difference or question arising out of or in respect of this Purchase Order shall be settled by arbitration in accordance with the Arbitration Act, 1940.
13. Acknowledge receipt of this order immediately.

**BANK GUARANTEE AS PERFORMANCE BOND**

**Guarantee #** \_\_\_\_\_  
**Date of issue: -** \_\_\_\_\_  
**Date of expiry:-** \_\_\_\_\_  
**Amount: -** \_\_\_\_\_

**Oil & Gas Development Company Limited**  
**Qadirpur Gas Field,**  
**Ghotki, Sindh-Pakistan**

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

1. To make unconditional payments to you as called upon 10% of the value of the LPO (please mention amount of guarantee in words and figures) mentioned in the said LPO on your return demands without further recourse, question or reference to supplier or any other person in the event of default, non-performance or non-fulfillment by supplier of his obligations, liabilities, responsibilities under the said LPO which you shall be the soul judge.
2. To accept return intimation from you as conclusive and sufficient evidence of existence if a default or breach as aforesaid on the part of supplier and to make payment accordingly within 03 (Three) days of receipt thereof .
3. To keep full amount of this guarantee enforce from the date hereof until 06 months from the date of delivery of last consignment of the material of at given destination as per LPO.
4. That no grant of time or other indulgence to, amendment in the terms of LPO by agreement between the parties or imposition or agreement with LPO in respect of the performance of this obligations under the said agreement, with or without notice to us shall in any manner discharged or otherwise affect this guarantee and our liabilities and commitments their under.
5. This guarantee shall be binding on us and our successor's interest and shall be irrevocable.
6. This guarantee shall not be affected by any change in the constitutions of the Guarantor Bank or the supplier.

(BANKER)

**BANK GUARANTEE AS ADVANCE PAYMENT**

**Guarantee #** \_\_\_\_\_  
**Date of issue :-** \_\_\_\_\_  
**Date of expiry:-** \_\_\_\_\_  
**Amount :-** \_\_\_\_\_

**Oil & Gas Development Company Limited**  
**Qadirpur Gas Field,**  
**Ghotki, Sindh-Pakistan**

1. WHEREAS M/s \_\_\_\_\_ (hereinafter called the Supplier) have requested us to furnish a Bank Guarantee for Pak Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) being \_\_\_\_\_% advance of the ordered value of Pak Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) in respect or LPO # FM/ \_\_\_\_\_ issued on \_\_\_\_\_.
2. AND IN CONSIDERATION of your paying an advance of Pak Rs. \_\_\_\_\_ we, \_\_\_\_\_ hereby guarantee to pay on demand a sum of Pak Rs. \_\_\_\_\_.

**WE ALSO HEREBY AGREE:**

- a) To make unconditional payment of maximum amount of Pak Rs. \_\_\_\_\_ without any question and without referring to the Supplier.
- b) To keep the guarantee in force till \_\_\_\_\_.
- c) To extend the period of enforceability of this guarantee if it becomes necessary to you and agreed to by us.
- d) We further undertake not to revoke this guarantee during its specified duration as above state except with your consent.

(BANKER)