



TENDER DOCUMENTS

TENDER ENQUIRY NO: TE/01/BOC-PROCESS/2023

“Procurement of Commercial Propane.”

**FIELD MANAGER BOBI OIL COMPLEX
(LOCAL PROCUREMENT)
OIL & GAS DEVELOPMENT COMPANY LIMITED**

ISSUING DATE: 11th December, 2023

BID OPENING DATE: 5th January, 2024

OGDCL SALES TAX REGISTRATION

NO. 07-02-2802-001-55

INVITATION FOR BIDS

BIDDING DOCUMENT

TENDER NO. TE/01/ BOC-PROCESS /2023

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OIL & GAS DEVELOPMENT COMPANY LIMITED
BOBI OIL COMPLEX , DIST. SANGHAR, SINDH

NO: - TE/01/ BOC-PROCESS /2023

Dated: 11-12-2023

SUBJECT: “Procurement of Commercial Propane.”

NOTE: BIDDERS SHOULD ALSO REFER TO THE “MASTER SET OF TENDER DOCUMENTS” AVAILABLE AT OGDCL’S WEBSITE AT THE FOLLOWING ADDRESS:

<https://www.ogdcl.com/download-tenders>

Oil & Gas Development Company Limited (hereinafter referred to as the Purchaser) invites sealed bids from eligible Bidders for supply and delivery of goods, materials, equipment and/or services described in the schedule of requirement as Annexure “A” hereof.

Bidding will be single stage - one envelope procedure. On the Bid opening date, Technical & Financial bids of all the bidders will be opened publically. Bid evaluation will be based on lowest financial bid, provided the bidder is also technically qualified as per attached SOR.

1. INSTRUCTIONS TO BIDDERS:-

- 1.1 Only the Bids of bonafied buyers of Tender Document will be entertained. The Bidder shall bear all cost associated with the preparation and delivery of its Bid, and the Purchaser will in no case be responsible or liable for those costs.
- 1.2 In case of any doubt as to the meaning of any portion of the Specifications or other Terms and Conditions, Bidder may seek clarification of the same in writing, but not later than one week prior to deadline for submission of bid prescribed by the Purchaser.
- 1.3 At any time prior to the deadline for submission of Bids, a modification in bidding document in the form of an addendum may be issued in response to a clarification requested by a respective Bidder or even whenever the Purchaser considers it beneficial to issue such a clarification and/or amendment to all Bidders. Any clarification/amendment issued (in general) shall be addressed to all the prospective Bidder(s) who have purchased the Tender Document.
- 1.4 Bidders are required to submit their Bid, which will bear words “CONFIDENTIAL” and Tender # TE/01/ BOC-PROCESS /2023, “Procurement of Commercial Propane.”
- 1.5 The Purchaser does not take any responsibility for collecting the Bids from any Agency.
- 1.6 The Purchaser reserves the right to increase or decrease the quantities or may cancel any or all items shown in the Schedule of Requirement, without assigning any reason thereof.
- 1.7 The Purchaser Reserve the right to have the items inspected by its own representative, or by 3rd party at its own cost (if required).

- 1.8 It must be indicated in the offer that the quotation fully conforms to Technical Specifications and Terms and Conditions of the Tender.
- 1.9 The Purchaser reserves the right to accept or reject any Bid and to annul the bidding process and reject all the Bids at any time prior to award of Purchase Order without assigning any reason and without thereby incurring any liability to the affected bidder(s) or any obligation there under.
- 1.10 Unsolicited advice/clarifications and personal approaches by the Bidder at any stage of evaluation are strictly prohibited and shall lead to disqualification.
- 1.11 In the event that the Bidder submits an alternative Bid(s) whether in whole or against any of the items, a group or sub-group in addition to its Main Bid, the Bids must be marked as “Main Bid” and “Alternative Bid”. Alternative bid(s) which do not conform to the specifications, but meet the performance prescribed in, or the objectives of, the specifications may be submitted. However, only the Alternative Bid of the Bidder whose Main Bid is the lowest evaluated bid will be considered.
- 1.12 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 Bids, an Alternative Bid must be submitted in a sealed envelope clearly marked “Alternative Bid”, separate from the Main Bid.
- 1.13 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to Bidding Documents in every respect will result in the rejection of the Bid.
- 1.14 All prospective bidders are advised to read carefully all terms & conditions enunciated in the Tender Documents prior to filling / submission of their quotation.

2. **BID PRICES:**

- 2.1. Firm Bid Prices must be quoted as per format of schedule of requirement (SOR).
- 2.2. Bidding form Annexure-B,C,D & E must also be duly filled-in, stamped and signed by authorized representative of Bidder.
- 2.3. Prices must be quoted in Pakistani currency inclusive of all taxes and duties, indicating unit price and total Bid prices. GST must be quoted separately along with copy of GST Certificate. Bids offering prices in foreign currency will be rejected. Conditional bid / bid having any prices adjustment formula will also be rejected.
- 2.4. Prices must be quoted including all charges like handling, loading, transportation and unloading, Octroi and Zila Tax etc. for delivery of material at Purchaser’s stores located at **BOBI OIL COMPLEX, DIST. SANGHAR.**
- 2.5. Quoted price shall be valid for 90 days from the opening date of the Financial Bid.
- 2.6. Technical brochure/literature confirming Size, Brand & Country of Origin of quoted items/material must be attached with the Technical Bid (where deemed necessary).
- 2.7. Any quotation not confirming to Clause 2.1 to 2.6 shall be rejected without any right of appeal.

3. SEALING AND MARKING OF BIDS:

- 3.1. The Bidder shall furnish Technical & Financial bids in one sealed envelope.
- 3.2. Technical Bids & Financial bids will be evaluated together.
- 3.3. The bid shall be submitted in a sealed envelope marked as under:-

I/C Process Section

Bobi Oil Complex,
Oil & Gas Development Company Limited
C/O of TCS office, Tando adam, Dist.
Sanghar, Sindh-Pakistan
Phone No. Direct: 0235-809200/203 (Ext. 255, 256)
Fax No. 0235809266
E-mail: processbobi@ogdcl.com

- 3.4. The envelope shall also bear the word “CONFIDENTIAL” and following identifications:-

Tender Enquiry No. TE/01/ BOC-PROCESS /2023

“Procurement of Commercial Propane.” DON’T OPEN BEFORE (Bid Opening Date)

TECHNICAL / FINANCIAL BID(s) (INDICATE ON EACH BID)

- 3.5. If the envelope is not marked, as instructed above, the Purchaser will assume no responsibility for the misplacement or premature opening of Bid.

4. DEADLINE FOR SUBMISSION OF BIDS:

- 4.1. All Bids must be delivered/ dropped in the Office of I/C Process, Bobi Oil Complex, OGDCL on or before the prescribed deadline.

5. LATE BIDS:

6. Any bid received by the Purchaser after the prescribed deadline for submission of bids will be rejected and returned un-opened to the bidder.

7. BID OPENING:

7.1. OGDCL will open the Technical/Financial Bid(s), in the presence of bidder’s representative(s) who must attend on date , time & location for Bid opening.

7.2. The bidder’s names, bid prices (with or without discount) including bid price modification and bid withdrawals, if any, and the submission of requisite Earnest Money will be announced at the time of Financial bid opening.

7.3 OGDCL will examine the bids to determine whether they are complete, no computational errors have been made, the required sureties have been furnished, documents have been properly signed, and the bids are generally in order.

7.4 Arithmetical errors found will be corrected as follows:

7.4.1 Where there is a discrepancy between amount in figures and word, the amount in word will prevail.

7.4.2. Where there is a discrepancy between the unit price and the total amount derive from the multiplication of the unit price and the quantity, the unit price as quoted will govern, unless there is an obvious gross arithmetical error in unit price, in which event, the extended amount quoted would prevail.

7.4.3. In case the due date of bids opening falls on a holiday, the bids shall be opened on the next working day.

8. **DETERMINATION OF RESPONSIVENESS:**

8.1. After opening of the bids, the purchaser will determine whether each bid is substantially responsive to the requirements of the bidding documents.

8.2. For the purpose of this clause, 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 means in-consistent with the bidding document, affects in any substantial way the scope, quality or prescribed delivery schedule or which limits in any substantial way, the purchaser's right or the bidder's obligation under the contract.

8.3. A bid determined to be a non-responsive will be rejected by the purchaser and shall not subsequently be made responsive by the bidder by correction of the non-conformity.

8.4. The purchaser 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 other bidder(s).

8.5. To assist in determining a bid's responsiveness the bidder may be asked for a clarification of his bid. The bidder is not permitted, however, to change bid price or substance of his bid.

9. **ISSUANCE OF LOCAL PURCHASE ORDER (LPO):**

9.1. The purchaser will issue the local purchase order to the successful bidder whose bid is determined to be technically responsive and financially lowest evaluated.

9.2. Terms & Conditions (General) of LPO are available at Annexure-G.

10. PERFORMANCE BOND:

- 10.1. The successful bidder will have to submit a performance bond in the shape of bank guarantee equal to 10% of total value of order exclusive of GST, from any schedule bank in Pakistan as per format attached at Annexure-F within 15 days of the receipt of Purchase Order.
- 10.2. Purchaser will keep full amount of this guarantee enforce until 06 months from the date of delivery of last consignment of the material of at given destination as per LPO
- 10.3. In case the successful bidder fails to furnish performance bond as per clause 10.1, the firm shall be debarred from participation in any future tender of the purchaser in addition to the action taken against such bidder as per clause 3.5(b).
- 10.4. The purchaser reserves the right to check the authenticity of performance bond from the concerned Bank.

11. PAYMENT:

- 11.1. Progressive Payments will be made as per following payment milestones on the completion of works:
 - 11.1.1. 100 % after delivery of material & punch list clearance and provisional acceptance by OGDCL/ Engineering Consultant hired by OGDCL.

12. DELIVERY SCHEDULE:

12.1 “Procurement of Commercial Propane.”

Against this tender is to be completed **WITHIN 01 MONTH (Not more than 30 days)** from the date of receipt of firm purchase/ work order.

13. EXTENSION IN THE DELIVERY / COMPLETION PERIOD:

- 13.1. Providing of the services shall be made by the supplier in accordance with the given delivery schedule in purchase order.
- 13.2. The supplier may claim extension of the time limits as set forth in the purchase order in case of:-
 - 13.2.1. Changes in Scope of Work or in the specifications of goods, material & equipment by the OGDCL.
 - 13.2.2. Delay in provision of clarifications regarding material, drawings and services by the OGDCL
 - 13.2.3. Force Majeure pursuant to clause 15.
- 13.3. Justified reasons subject to a written request high-lighting the same within a period of seven working days prior to expiry of delivery period mentioned in Purchase Order.

- 13.4. It should be noted that a request for extension in delivery/ completion period shall be considered only if the supplier/ contactor agrees in writing to pay any increase in taxes or any other charges levied by the government during the extended delivery period. OGDCL shall not bear any additional price increase during the extended period.
- 13.5. In case of extension in delivery period, the supplier/ contactor will extend validity of Performance Bond accordingly at his cost.
- 13.6. If the supplier/ contactor fails to supply/ complete the ordered services for any reason, within stipulated time, his Performance Bond with the purchaser shall be forfeited and material shall be purchased from elsewhere at his risk and cost.

14. **PENALTY.**

- 14.1. For failure to comply with delivery schedule of purchase order, penalty will be imposed on defaulting supplier as under:-
 - 14.1.1. @ 1 % of the cost of entire order (excluding GST) or of such items as remains unsupplied for every day up to maximum of 15% for 10 days exceeding the delivery period.
 - 14.1.2. If the material is not supplied even after paying penalty for 10 (ten) consecutive days. OGDCL reserves the right to cancel supply order and to obtain the required items from elsewhere at your risk and cost.
 - 14.1.3. In case suppliers fails to deliver the goods against order, the purchaser reserves the right to claim interest/financial charges from the supplier on the amount of advance paid to him as per terms/conditions of order for such a period the supplier has detained the amount of advance.

15. **FORCE MAJEURE:**

- 15.1. The supplier shall not be liable for penalty for delay in delivery of ordered goods, if, and to the extent delay in delivery or other failure to perform his obligation under the purchase order, of being the result of occurrence of Force Majeure i.e. causes such as natural calamities, war, civil disturbance, military action, fire as well as other circumstance proved to the satisfaction of the purchaser to be beyond the reasonable control of the supplier, which may impede the fulfillment of the obligations under the purchase order.
- 15.2. The supplier shall notify the purchaser promptly of the occurrence of Force Majeure and submit his case in writing within 07 days of such occurrence.
- 15.3. If any of the party is prevented to fulfill its assumed obligations by Force Majeure of constant duration of at least one month, the party shall meet for negotiation. If no satisfactory agreement is reached within a period of two months from the commencement of the Force

Majeure conditions, either party shall have the right to cancel the purchase order with immediate effect.

16. INSPECTION AND TEST:

- 16.1. The OGDCL's representative(s) shall have the right to inspect and/or test the goods to confirm their conformity with respect to specifications mentioned in the Purchase Order. The representative of Field Manager Bobi Oil Complex will witness the inspection (where so required).
- 16.2. Should any inspected or tested goods fail to conform to the specifications the purchaser shall reject them and supplier shall replace the rejected goods. All costs incurred on such replacement shall be entirely born by the supplier.
- 16.3. Rejected material/ work shall be moved/ replaced by the supplier within 07 days from the receipt of letter/fax issued by the Field Manager, Bobi Oil Complex. The supplier shall be liable for the storage charges @ ½% (half percent) of the cost of rejected material on every day basis, if the same is not removed within seven days.
- 16.4. Acceptance/rejection of the material by 3rd party will be final and binding on both the parties.

17. WARRANTY:

- 17.1. The supplier/ contactor shall warrant that all supplied material/ Services under purchase order shall be according to specifications given in Purchase Order and approved drawings/design etc. Any deviation in material, drawing/design (where applicable) will be replaced by the Supplier/ Contactor at his cost.
- 17.2. OGDCL shall promptly notify the supplier in writing, of any claims arising under this warranty.
- 17.3. The supplier/ contactor will invariably provide warranty/guarantees

18. QUALIFICATION OF SELECTED BIDDERS:

- 18.1. OGDCL will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated, technically responsive bid qualifies to satisfactorily perform the order.
- 18.2. The determination will take into account the bidders financial, technical & production capabilities, availability of items ordered for. The bidder shall provide necessary documents as proof along with the bid.
- 18.3. Any affirmative determination will be a pre-requisite for award of the purchase order to the bidder. A negative determination will result in rejection of the bid.
- 18.4. OGDCL reserves the right at the time of award of order to increase or decrease to a reasonable extent in the quantity of goods specified in the Tender Document without any change in price or other terms and conditions.

19. LITIGATION CLAUSE:

19.1. without prejudice to other right of the Company, tenderers, their subcontractors and other suppliers shall be disqualified from participating in the bidding process if:

19.1.1. they are or have been at any time during the past five year, involve in litigation, arbitration or any other dispute or even that may in the opinion of the company, have material adverse effect on the Tender’s ability to perform the Contract.

19.1.2. Its involvement in litigation is chronic.

19.1.3. Its past conduct or execution of works under contract has been poor.

20. You are encouraged to inform Managing Director & Head of Department on the following addresses/contacts, in case where any OGDCL employee ask for any type of favour whether monetary or in kind:-

DESIGNATION	ADDRESS	TEL #	FAX #	E. MAIL
Managing Director	OGDCL House	051-9209701	051-9209708	
I/C Process Section	Bobi Oil Complex	0235809203 / 255	0235809266	processbobi@ogdcl.com

Yours faithfully,
for (Oil and Gas Development Company Limited)

I/C Process Section

Bobi Oil Complex,
C/O TCS Office, Tando adam, Dist Sanghar,
Sindh-Pakistan
Oil & Gas Development Company Limited
Phone No. Direct: 0235809203
Fax No. 0235809266
E-mail: processbobi@ogdcl.com



OIL AND GAS DEVELOPMENT COMPANY LIMITED
BOBI OIL COMPLEX, DIST. SANGHAR, SINDH

SCHEDULE OF REQUIREMENT

ANNEXTURE-A

Procurement of Commercial Propane

Sr#	ITEM DESCRIPTION	UOM	QTY.
1	Commercial Propane (Mole%) Percentage: Minimum 96.0%	Metric Ton	5

TERMS & CONDITIONS

1	OGDCL Reserves the right to evaluate the bid(s) either item wise / group wise of full package basis.
2	Delivery must be made within 01 Month (Not more than 30 days) after placement of confirmed purchase order.
3	Bidder will provide/deliver the material at Bobi Oil Complex site on FOR basis.
4	Supplier will provide GST/SST invoice/s.
5	The detailed inspection of delivered material will be carried out at site after delivery.
6	LD charges in case of Late delivery will be imposed as penalty upto maximum of 15% as per tender document.
7	Material should be delivered as per OEM specifications mention in the SOR
8	Payment will be made through after delivery of material on site.
9	Partial Payments will not be made, in any case.
10	All the participating companies should have at least 3-5 years' experience in supply of industrial material, preferably in Oil & Gas sector.
11	Distribution, delivery and loading /decanting of Propane will be supplier responsibility on Bobi Oil Complex location.
12	Above mentioned quantity i.e. 5.M. Ton is required as transferable quantities and supplier will be responsible to arrange the delivery of Propane . However payment will be made as per transferred quantities

13 Representative of each participant / Bidder should be present at time of Bid opening at Bobi Oil Complex.

BIDDING FORM (TECHNICAL BID)

Oil & Gas Development Company Limited,
Supply Chain Management Department,
OGDCL House, Jinnah Avenue,
Islamabad.

Gentlemen,

1. Having examined the Bidding Documents including the specifications, the receipt of which is hereby acknowledged, we the undersigned offer to supply & deliver _____ in conformity with drawings, specifications of goods and conditions of Tender Document.
2. We undertake, if our bid is accepted, to commence delivery within _____ days (Please specify days) 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.
4. We agree to abide by all the terms & conditions of the tender for the period of _____ days from the opening of technical proposal & 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 _____ 20_____

(Signature)
(In the capacity of)

Duly authorized to sign Bid for and on behalf of

(Signature of Witness)

Name: - _____

Address:- _____

(TO BE ATTACHED WITH TECHNICAL BID)

BID SUMMARY SHEET

TENDER NO. PROC-L / _____
For procurement of _____

1. Bidder Name _____
Address, Phone & Fax No: _____
E-mail address _____
2. Manufacturer Name & _____
Country of Origin: _____

3. Items Quoted:(give serial no. only): _____

4. Price Validity: _____
5. Offered Delivery Period: _____
6. Payment Terms: _____
7. GST Registration No. _____
8. Bidding Form (Annexure-B attached with Technical Bid): Yes No
9. Bid Security/Bid Bond must be attached with Technical Bid Yes No
(No exemption of Bid Bond is allowed as per PPRA Rule 2004
whether the bidder is from Public or Private Sector):
10. Annexure-N on Non-Judicial Stamp Paper duly attested by Notary Public Yes No
(To be attached with Technical Bid)
11. Any Deviation: _____

Signature _____

Name & Designation _____

(TO BE ATTACHED WITH FINANCIAL BID)

BID SUMMARY SHEET

TENDER NO. PROC-L / _____
For procurement of _____

1. Bidder Name _____
Address, Phone & Fax No _____
E-mail address _____
2. Manufacturer Name & _____
Country of Origin: _____
3. Items Quoted:(give serial no. only): _____

4. Total FOR Price: _____ Rs _____
(Inclusive of all taxes except GST)
5. Total FOR Price (Inclusive of all taxes with GST): _____ Rs _____
6. GST Registration No. _____
7. Bidding Form (Annexure-C attached with financial bid): Yes No
8. Any Deviation: _____

Signature _____

Name & Designation _____

SPECIMEN OF BANK GUARANTEE AS BID SECURITY/BID BOND/EARNEST MONEY

Guarantee # : _____
Date of Issue : _____
Date of Expiry : _____
Amount : _____

OIL & GAS DEVELOPMENT COMPANY LIMITED
Supply Chain Management Department
OGDCL House, Jinnah Avenue,
Islamabad.

In consideration of _____ hereinafter called "THE BIDDER" HAVING SUBMITTED THE ACCOMPANYING Bid against Tender No. _____ 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 **210** 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 to execute Purchase Order and/or Contract in accordance with the tender document, **OR**
 - b) fails or refuses to furnish Performance Bond in accordance with tender document, **OR**
 - c) withdraws its bid during the period of bid validity, **OR**
 - d) If the documents are found forged at any stage, **OR**
 - e) Fails to supply the short/wrong shipped items or any other reason warranting the forfeiture.
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 BIDDER and to make payment immediately and forthwith upon receipt of your FIRST and SIMPLE written demand.
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)



OIL & GAS DEVELOPMENT COMPANY LTD
OFFICE OF THE
MANAGER (LOCAL) PROCUREMENT



SCM (Local) Procurement, 1st Floor,
OGDCL House, G-6/F-6,
Jinnah Avenue,
Islamabad-Pakistan

TEL: 92002 3750.
FAX: 9218048
EMAIL: _____
Web Site: www.ogdcl.com

GST No: 07-02-2802-001-55

LPO No : IBA/ _____

ISSUED ON : _____

M/s _____

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: _____

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:

1. **DELIVERY PLACE & PERIOD:** AT OUR _____ WITHIN _____ AFTER ISSUANCE OF LPO.
2. **PAYMENT CLAUSE:** AS PER TERMS & CONDITIONS OF THE ANNEXURE A & D.
3. **PERFORMANCE BOND:** 10% PERFORMANCE BOND AS PER CLAUSE # 10 OF TENDER DOCUMENT MUST BE SUBMITTED WITHIN 07 DAYS (if applicable).
4. **INSPECTION:**
5. 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 SUPERSESSION 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 07 (seven) 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.
 - b. A written request is made within a week time before expiry of supply period.
4. **INSPECTION:** All items of this order will be subject to acceptance/rejection by the Inspection Committee/3rd 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 SCM Deptt. 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 07 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 5% of the total value of the Purchase Order.
5. **LIQUIDATED DAMAGES:**
 - a. Subject to clause 16 of Tender Document, if the supplier/contractor fails to deliver any or all of the goods/services within the time period(s) specified in the LPO/Contract, the Purchaser shall, without prejudice to other remedies under the LPO/contract, deduct from the contract price / Bank Guarantee as liquidated damages, a sum not more than 0.5% of the LPO/contract price per week or part thereof for first four weeks, 1.00% per week for next four weeks and 1.5% per week exceeding four weeks up to maximum extent of 10% of the LPO/contract value.
 - b. In case the Purchaser is satisfied that the delayed / defective shipment was due to some mistake or circumstances beyond the control of the contractor and the contractor has not intentionally or negligently contributed in the delay, the Purchaser may impose Liquidated Damages for not more than a sum equivalent to 0.5% of the delayed or defective shipment per week or part thereof for first two weeks, 1.00 % per week for next three weeks and 1.5% per week exceeding five weeks but not exceeding 10% of the LPO/contract value of the delayed/defective shipment provided that the contractor takes immediate remedial measures for the replacement of defective shipment and takes prompt steps to mitigate the delay. The Purchaser may however, impose Liquidated Damages as per
 - (a) above if the delayed or defective shipment has affected the project completion schedule or has resulted in production losses.
 - c. Even after imposition of LDs, if the supplier fails to materialize the delivery (material and or services); the Purchaser reserves the right to cancel Purchase order/contract and to forfeit the Guarantee (if applicable) after intimating the supplier for such cancellation / forfeiture.
6. **DOCUMENTATION FOR PAYMENT:**
 - a. 1/5 withholding tax will be deducted from your payment in following manners:
 - i. No deduction of withholding tax for imported goods and value added tax has been paid at the time of import stage.
 - ii. 1/10th of withholding Sales Tax will be deducted for Local goods (Distributors, Wholesalers, Dealers including Petroleum Dealers, Retailers).
 - iii. 1/5th of withholding Sales Tax will be deducted for Locally Manufacturers and Importers.
 - iv. 1% of withholding Sales Tax will be deducted for sales tax un-registered firms.
 - b. Following documents must be provided directly to Manager (Accounts), OGDCL House, Islamabad for processing the case to release payment:

<u>Accountable Documents</u>	<u>To be provided by</u>
i. Original Commercial Invoice(s) (as per LPO) having NTN/CNIC Numbers	Vendor -
ii. Original Sales Tax Invoice(s) alongwith Copy of Annexure "C" issued by FBR	Vendor -
iii. Original Freight/Insurance Invoice (where applicable)	Vendor -
iv. Original Delivery Challan duly signed & Stamped by Location/Store Incharge	- I/c Store
v. Original / System generated LRS duly signed & Stamped by Location/Store Incharge	- I/c Store
vi. Original / System generated Inspection Report duly signed & Stamped by Location/ Store Incharge	-I/c Store
vii. Copy of valid Professional Tax Paid/Clearance Certificate	Vendor
viii. Copy of National Tax Number Certificate (NTN)	Vendor -
ix. Copy of General Sales Tax Number Certificate (GST)	Vendor -
x. Completion Certificate duly signed & stamped (where applicable)	- I/c Store
xi. Copy of valid Tax Exemption Certificate (if any)	Vendor -

Note: No payment will be processed in the absence of above mentioned documents. Vendors are advised to submit complete documents mentioned above to avoid delay in processing of the payment.
7. You are encouraged to inform the M.D. and Head of Department(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	051-9209701	051-9209708	
GENERAL MANAGER (SUPPLY CHAIN MANAGEMENT)	AVENUE, ISLAMABAD	051- 920023511	051-9209859	
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. **ACKNOWLEDGEMENT:** Please acknowledge receipt of this order within 03 days otherwise acceptance of all contents of LPO will be assumed.

ANNEXURE - H

SPECIMEN OF BANK GUARANTEE AS PERFORMANCE BOND

Guarantee # _____
Date of issue :- _____
Date of expiry:- _____
Amount :- _____

Oil & Gas Development Company Limited
Supply Chain Management Department
OGDCL House, Jinnah Avenue,
Islamabad.

In consideration of your issuance of Local Purchase Order and/or Contract No _____ to M/s. _____ called supplier and/or Contractor and in consideration for value received from supplier and/or Contractor we (Please mention name of Bank) at the request of M/s. _____ (Please mention name of supplier and/or Contractor) hereby agree and undertake as:-

1. To make unconditional payments to you as called upon 10% of the value of the LPO and/or Contract (please mention amount of guarantee in words and figures) mentioned in the said LPO and/or Contract on your return demands without further recourse, question or reference to supplier and/or Contractor or any other person in the event of default, non-performance or non-fulfillment by supplier and/or Contractor of his obligations, liabilities, responsibilities or any of the following reasons under the said LPO and/or Contract which you shall be the sole judge:
 - a. Fails to provide Advance Bank Guarantee (where applicable).
 - b. Submit Forged document in support of their bid.
 - c. Fails to execute Purchase Order and/or Contract in accordance with the terms & conditions of tender document/LPO/Contract
 - d. Fails to supply the short/wrong shipped items.
 - e. Any other reason warranting the confiscation of the Guarantee.
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 SUPPLIER/ 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 12 months from the date of delivery of last consignment of the material of at given destination as per LPO and/or Contract.
4. that no grant of time or other indulgence to, amendment in the terms of LPO and/or Contract by agreement between the parties or imposition or agreement with LPO and/or Contract 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 thereunder.
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 and/or Contractor.

(BANKER)

Note: The PBG should be valid for 100% value to cover the delivery of the last consignment/ completion of project whichever is later plus 08 weeks.*

** 08 weeks are required to cover the period for authenticity of PBG, inspection and clearance period and minor extension in delivery period (in any) etc.*

BANK GUARANTEE AS ADVANCE PAYMENT

Guarantee # _____
Date of issue :- _____
Date of expiry:- _____
Amount :- _____

Oil & Gas Development Company Limited
Supply Chain Management Department
OGDCL House, Jinnah Avenue,
Islamabad.

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 # IBA/ issued on _____.
2. AND IN CONSIDERATION of your paying an advance of Pak Rs. _____, Rupees (_____) 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)

Note: The Advance Bank Guarantee should be valid for 100% value to advance till 06 weeks from the date of the delivery of last consignment/ completion of project whichever is later.*

* 06 weeks are required to cover the period for authenticity of Advance Bank Guarantee, preparation of advance cheque etc.

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 anyone 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

ANNEXURE - M

(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:

- a) That we will not directly or through any other person or firm, offer promise or give to any of the employees of OGDCL involved in the tender process or execution of the contract any gain, pecuniary benefit or facilitation payment in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of contract.
- b) That we have not and will not enter with other bidders into any undisclosed agreement or understanding either formal or informal to restrict competitiveness or to cartelize in the bidding process.
- c) That we will ensure that the remuneration of agents (*if engaged*) is appropriate and for legitimate services only.
- d) That we will not use subcontracts, purchase orders or consulting agreements as means of channeling payments to employees of OGDCL.
- e) 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 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 contact award processes.

We also accept and undertake to respect and uphold OGDCL's absolute right to resort to and impose such disqualification, debarment or exclusion.

For and on behalf of _____
Tender No. _____

Form 4

Mandatory for participation in Bidding Process

AFFIDAVIT

(To be attached with Technical bid)

I.....S/o....., aged.....year, working as Proprietor/ Managing Partner / Director of M/s.....having its register office atdo hereby solemnly affirm and declare on oath as under:

1 That I am competent to swear this affidavit/undertaking being proprietor/one of 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 blacklisted/de-listed by any institutional agencies / Govt. Dept. / Public sector / foreign country, international organization or other foreign institutions.

5. That there is no change in the Name & Style, Constitution and Status of the firm, after Pre- qualification.

2. That I further undertake that in case any of the facts contained above and in-our application is round other-wise or incorrect or false at any stage, my/our firm/company/ group/sister concerns/ associate companies shall stand debarred from the present and future tenders of the OGDCL.

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

DEPONENT

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

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

DEPONENT

(Signature & Seal of Notary)

Note: The procedure of Blacklisting / Debarment is uploaded on OGDCL's website at following link: <http://ogdcl.com/uploads/tender/BlackListingProcedure.pdf> which is an integral part of this Tender Document.)