

OIL AND GAS DEVELOPMENT COMPANY LIMITED

SINJHORO GAS CONDENSATE FIELD

Phone 0235-808201; Fax 0235-808293 & 0235-566283

No. TE/SGF/ATA/2018/INST/007

Dated: 20, Nov.2018

Subject: Hiring of Technical services for Calibration, Complete overhauling and testing for Pressure Safety Valves (40 Nos), Temperature, Pressure, Level, Flow Control valves (45 Nos) and ESDV/ON-OFF /Orbit Valves (45 Nos) in ATA-2018 at Sinjhoro **Gas Field and LPG Plant**

Annual Turn Around of plant is extremely important for the trouble free plant operations throughout the year. In order to ensure quality of work as well minimum downtime of pant throughout the year, the hiring of experienced contractors services strategy adopted at our plant, in addition to this the existing manpower is insuffient to carry out the ATA activities in stipulated time according to industrial standards.

Therefore, we intend to hire the services of experienced contractors, through web tender, in this Field for execution of Instrumentation scope of work (as per attached list) of Sinjhoro Gas Field ATA-2018. The expected schedule of ATA will be from April 15, 2019 up to April 30. 2019 (16 days tentatively). In order to meet the immediate services requirement, below mentioned web Tender (single stage two envelopes) has been prepared for the web posting. The estimated cost is less than two millions inclusive all taxes.

Sr. No.	Tender Enquiry No.	Description	Tender Sale Closing Date	Bids Submission Date & Time	Bids Opening Date & Time
	~	Hiring of Technical services for Calibration, Complete		15-12-2018	15-12-2018
1	TE/SGF/ATA/2 018/INST/007	overhauling and testing for Pressure Safety Valves (40 Nos), Temperature, Pressure, Level, Flow Control valves (45 Nos) and ESDV/ON-OFF Valves/Orbit Valves (45 Nos) in ATA-2018 at Sinjhoro Gas Field and LPG Plant		1030 hrs.	1100 hrs.

Field Manager SGF

Forwarded for

nocessing, Ms

Manager P&P-South C-IBA

Abdul Rasheed DCE(Mech.)/FM Sinjhoro Cell # 0300-8540043



OIL AND GAS DEVELOPMENT COMPANY LIMITED SINJHORO GAS CONDENSATE FIELD

Phone 0235-808201; Fax 0235-808293 & 0235-566283

SCHEDULE OF REQUIREMENT

TENDER ENQUIRY # TE/SGF/ATA-2018/INST/007

"Hiring Of Technical Service for Complete Overhauling of Level, Pressure, Flow, Temperature Control Valves Of Various Sizes Up To 6", Rating 300 To 900 CL PSV's 1" To 6" Of 300 To 900 CL and ESD's, SDV's, ON Off Butterfly Valves (As Per Attached Scope Of Work) In Annual Turnaround (ATA-2018) at SINJHORO GAS FIELD"

<u>Sr.</u> <u>No.</u>	<u>Description</u>	Reference No.	<u>Rate</u>	Total Rate (inclusive of all Taxes)	<u>Deviation</u>
1	As per scope of work given in tender documents				

Note. Separate rate to be quoted for each activity as given in scope of work. Terms & conditions are attached.

TERMS OF REFERENCE (TOR) FOR SINJHORO GAS FIELD ATA-2018

GENERAL:

- 1. The Owner, Oil & Gas Development Company Limited (OGDCL) is interested in inviting bids for the provision of services (Instrument) at Sinjhoro Gas Field, Sanghar for the execution of the Annual Turnaround 2018 (ATA-2018_maintenance activities from reputable companies in this field. The tentative schedule of annual shutdown is from 15-04-2018 to 30-04-2018 (16 days), only 09 days shall be available for maintenance activities and remaining days will be required for the shutdown and startup activities. The contractor shall develop and submit a detailed work schedule including mobilization and preliminary works prior to shutdown.
- 2. The Quantities contained in the scope of work for each activity are estimated and liable to change (increase, decrease or omitted) when the work is actually executed. The Owner does not expressly or by implication guarantee that actual quantities of work to be performed will correspond to the scope of work submitted with this tender document. The payment to be made to the Contractor shall be based on the actual quantity of work performed.
- 3. Unit rates quoted by bidder shall be firm. No extra payments on account of escalation in prices due to any reason shall be admissible.
- 4. The work is being executed within the plant during shutdown and the Contractor shall, therefore, abide by all safety Rules and Regulations required to be followed by the Owner.
- 5. The Owner for any job will not provide any tools to contractor. Otherwise owner's representative will be liable to deduct the charges accordingly.
- 6. The items mentioned in the scope of work consist of furnishing all plant, labor, equipment, machinery, scaffolding and materials for completing the scope of work. The work shall be done, complete in all respects in accordance with the requirements and Owner's instructions at site.

- 7. Quotation is required in PKR against each individual activity to execute the jobs given in the scope of work for ATA.
- 8. Working hours for the day will be considered 20 hours/day excluding lunch and dinner breaks as ATA jobs will be carried out round the clock in day and night shifts (12 hours each shift). Sunday and any other gazette holiday will be considered as working day.
- 9. Payment will be made as per actual work done through cross cheque after the completion of the ATA.
- 10. Skilled manpower should be well experienced in their respective crafts.
- 11. Management of the Sinjhoro Gas Field reserves the right to curtail the job list or terminate the services of any hired staff at any time without any reason.
- 12. HSEQ Rules & Regulations will be strictly observed.
- 13. All the participating companies should have at least 3~5 years of similar experience especially in turnaround of Petrochemical/Fertilizers Plants/Oil & Gas Plants.

OGDCL'S RESPONSIBILITIES:

- 1- Only Emergency/First Aid medical coverage will be the responsibility of OGDCL.
- 2- Although the plant has a safe history, however adequate security umbrella as provided to the Company's employees will be extended for Contractor's manpower inside Sinjhoro Gas Field.

CONTRACTOR'S RESPONSIBILITIES:

- 1- The technical manpower must be qualified/skilled and have at least five years' experience in its trade in the field of Oil & Gas/Petrochemical Processing Plants. Contractor skilled manpower will be interviewed by OGDCL professionals in respective disciplines, if deemed necessary and contractor should arrange the interview at their premises. The detailed CV's of direct manpower/supervisors is mandatory.
- 2- Locals should be given preference while hiring of skilled/unskilled manpower.

- 3- The contractor should plan ATA activities (direct/associated) using latest version of Primavera and submit their planned schedule covering all the jobs as well as resources planning for carrying out ATA of Sinjhoro Gas Field successfully with high level quality within stipulated time period. (Soft copy of Primavera Plan is mandatory)
- 4- Contractor should prepare/submit daily progress report and percentage Gantt chart (planned vs actual) at end of each day and night shift.
- 5- Contractor shall share quantitative list of all resources, consumables, Tools & Tackles, Logistics etc. for ATA jobs with OGDCL Site Management at the time of Kick-of Meeting and listed material/resources should be available at site at least 01 week before the commencement of ATA. Contractor will be charged by owner's representative if any job delays due to lack of resources.
- 6- Contractor shall provide list of hired manpower along with their CNIC to I/C security before start of ATA for security clearance
- 7- Contractor shall provide list of companies for reference where they had provide shutdown services/Completion Certificate.
- 8- Contractor shall be responsible for safety of their crew.
- 9- Activity may be plan by you as per scope of work round the clock 24x7.
- 10- Contract shall provide boarding/lodging and messing for their crew outside plant or in nearby city. All the required transportation shall be Contractors responsibility.
- 11- All Scaffolding material and services, like Rigging and fitting as when and where required to Dismantling/Reinstallation of Instrumentation shall be contractors responsibility, OGDCL crew will inspect and witness your activities.
- 12-In case of any accident, OGDCL will provide only general first aid whereas any other medical treatment would be the responsibility of contractor.
- 13-Site administration personnel with associated resources like computer, printers, photocopiers etc.
- 14- Cranes and fork lifters suitable to carry out the activities within stipulated time frame will be the responsibility of contractor.

- 15-Shock absorbing safety harness and respirators for contractor employees as per job requirement.
- 16- Contractor will submit Company HSE Policy manual for implementation of safe execution of each activity with zero-injury target. In case of any accident, OGDCL will not be liable for any claim like insurance etc.
- 17-The valid certification of scaffolder will be mandatory. Tags should be displayed for certified scaffolding (HSE Concern).
- 18- Contractor shall arrange HSE I/C, Supervisors, Inspectors, first aiders, standby man, fireman and helpers for housekeeping as work plan activities (well-equipped team).
- 19-Submit Total no's of deployed manpower list (designation wise) for the execution of individual job.
- 20- Contractor shall provide adequate meals and laundry services to their employees. Local area Contractor's may be introduced to provide such services.
- 21- Contractor shall arrange transport for the pick and drop for their manpower. Vehicles deployed for said purpose will be inspected by OGDCL and will not be allowed to use if found unfit.
- 22- Contractor shall ensure the police verification of all manpower direct and indirect and must have bio-data file of each. (Security concern)
- 23- Contractor manpower must have CNIC and Contractor identity card.
- 24- Contractor shall ensure that, their manpower has no any kind of ammunition and narcotics. (Security concern)
- 25- Mobiles and photo camera are prohibited in the plant premises.
- 26-Contractors shall provide list of companies for reference where they had previously provided shutdown services.
- 27- Sufficient Nos N2 cylinder for PSV calibration shall be contractor responsibility.
- 28- Hydro Test bench and lapping on glass shall be contractor responsibility.
- 29- All tools and certified testing equipment's (must have 05 sets of tools and testing equipment) shall be contractor's responsibility.
- 30- Daily activities will be logged and submitted to OGDCL.

- 31- All Instrumentation calibrations certificate shall be furnished to OGDCL.
- 32- Contractor shall mobilize their team with testing\calibration equipment 01 day before commencement of ATA-2018 for pre S/D activities at plant.
- 33- After completion of ATA /startup of plant your crew shall be available to attend any problem round the clock for till the operation becomes normal or at least for 03 days.
- 34- Scaffolding material with qualified crew for Instrumentation Reinstallation and removal shall be contractor's responsibility.
- 35- Contractor shall provide all necessary PPE's for their staff.
- 36- Contractors shall carry out safety orientation and daily tool box talk to hired manpower.
- 37- Contractors shall provide all necessary tools, consumable (cotton rags, cotton gloves, WD-40 bottles & emery paper) and machines to hired manpower.
- 38- Contractors shall provide attendance sheet of manpower during start of day & night shift.
- 39- Contractors shall be responsible for housekeeping of area after completion of Job.
- 40- Contractors shall be responsible to provide drinking water to hired manpower.
- 41- OGDCL may request in written, changes to the type or scope of services if required.
- 42- Contractor shall provide quotation in sealed envelope on their original company letter mentioning NTN and sales tax Number.
- 43- Contractor shall provide invoices, sales tax invoices (original) Annexure "C" and other related required documents on company letterhead with signature and stamp.
- 44- OGDCL shall make payment after completion of work through X-Cheque after deduction of Govt. taxes and as per company policy.
- 45- OGDCL reserves the right to impose penalty on contractor in case of delay of work.
- 46-OGDCL reserves the right to offset any losses incurred as a result of the contractors action against any unpaid payments
- 47- OGDCL reserves the right to terminate services without any liability.
- 48- Contractor shall provide food at site for their manpower during lunch and dinner breaks
- 49- OGDCL shall not be liable in any manner in event of force majeure.
- 50- OGDCL reserve the right to cancel any or all the bids without assigning any reason.



TENDER DOCUMENTS

TENDER ENQUIRY NO: TE/SGF/ATA/2018/INST/007

"Hiring of Technical services for Calibration, Complete overhauling and testing for Pressure Safety Valves (40 Nos), Temperature, Pressure, Level, Flow Control valves (45 Nos) and ESDV/ON-OFF /Orbit Valves (45 Nos) in ATA-2018 at Sinjhoro Gas Field and LPG Plant

FIELD MANAGER SINJHORO GAS FIELD
(Maintenance Services)
OIL & GAS DEVELOPMENT COMPANY LIMITED

ISSUING DATE: <u>25 November, 2018</u>

BID SUBMISSION DATE: <u>15 December, 2018</u>

OGDCL SALES TAX REGISTRATION

NO. 07-02-2802-001-55

INVITATION FOR BIDS

BIDDING DOCUMENT

TENDER NO. TE/SGF/ATA/2018/INST/007

THE TOPMENT COMPANY COMPANY OF THE PROPERTY OF

OIL & GAS DEVELOPMENT COMPANY LIMITED

SUBJECT: LETTER FOR INVITATION TO BID FOR "HIRING OF TECHNICAL SERVICES FOR CALIBRATION, COMPLETE OVERHAULING AND TESTING FOR PRESSURE SAFETY VALVES (40 NOS), TEMPERATURE, PRESSURE, LEVEL, FLOW CONTROL VALVES (45 NOS) AND ESDV/ON-OFF /ORBIT VALVES (45 NOS) IN ATA-2018 AT SINJHORO GAS FIELD AND LPG PLANT "AGAINST TENDER ENQUIRY NO. TE/SGF/ATA/2018/INST/007

1. INTRODUCTION

Oil and Gas Development Company Limited (OGDCL) is Pakistan's leading E&P sector company, having operations at about 48 locations and fields in all the four provinces. The Company is listed and traded on all three stock exchanges of the country with highest market capitalization. Recently 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.

2. OBJECTIVE

OGDCL intends to hire the services of an experienced and well reputed contractor for Hiring of Technical services for ATA-2018 Subject Jobs. 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 in duplicate are hereby invited under Competitive Bidding (CB) procedure from eligible bidders from the countries maintaining bilateral trade relations with Pakistan for Services as listed in the Schedule of requirement "Annexure-A" of the attached Tender Documents. The prices should be quoted strictly 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.
- 4.2 Each bid valid for minimum 60 days from the date of opening of the bids must be accompanied by a Bid Bond in the form of a cash deposit, a Bank Draft or a Bank Guarantee issued by scheduled Bank of Pakistan or a branch of foreign bank operating in Pakistan for an amount mentioned in Annexure "A" and valid for 120 days from the date of opening of bids. The Bank Guarantee will be issued by a scheduled Bank in accordance with the format as per Annexure-B of the tender Documents.
- 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.
- 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.
- 6. The Purchaser reserves the right to increase or decrease the quantities / Scope of Work and accept or reject any or all bids or cancel any or all items at any time without assigning any reasons thereof.

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

8 TIME AND PLACE FOR SUBMISSION FO BIDS.

Bids must be submitted within time & date mentioned in Annexure "A" at the following address:-

Field Manager, Sinjhoro Gas Field

Oil & Gas Development Company Limited OGDCL Nawabshah Road, District Sanghar, Sindh. Phone No. 0235-808201; Fax No. 0235-808293 & 0235-566283

Email: fmsinjhoro@ogdcl.com, maintenance.sgf@ogdcl.com

9 **OPENING OF BIDS**

Bids will be opened at the time and date mentioned in Annexure "A" on the place noted above.

Any company registered at places e.g. Vigin, Cayman, Nausa, Jersy and Bohaman Islands shall not be entertained and bids if submitted shall be rejected.

11 TWO ENVELOPE BIDDINGS

- 11.1 Bids against this tender are invited on <u>Single Stage Two Envelope Bidding Procedure</u>; therefore, the bidders shall submit one original and one copy of their Technical bid whereas the financial bid is required in original only. No copy is required for financial bid
- Tender Annexure to be added in both the bids; UN-Priced with technical Bids & Priced with Commercial Bids.
- Both the bids shall be submitted simultaneously in separate sealed inner and outer envelopes. 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". Details can be seen in Annexure "A".
- 12. The Technical Bid will be opened at first and evaluated. The Financial Bid of only those bidders will be opened who are declared technically Responsive.
- 13. 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.
- 14. The interested bidders must confirm their willingness to submit bid proposals at least ten (10) working days before the last date for bid submission, giving complete mailing address, email etc.
- 15. No alteration in OGDCL's uploaded tender documents is allowed. Any attempt for alteration/amendment in the tender documents may lead to disqualification of the bidder.

Field Manager, Sinjhoro Gas Field

Oil & Gas Development Company Limited OGDCL Nawabshah Road, District Sanghar, Sindh. Phone No. 0235-808201; Fax No. 0235-808293 & 0235-566283

Email: fmsinjhoro@ogdcl.com, maintenance.sgf@ogdcl.com

INSTRUCTIONS TO BIDDER

1. PROSPECTIVE BIDDERS SHOULD PARTICULARLY NOTE THAT:

- 1.1 Each bid valid for minimum 60 days from the date of opening of the bids must be accompanied by a Bid Bond in the form of a cash deposit, a Bank Draft or a Bank Guarantee issued by scheduled Bank of Pakistan or a branch of foreign bank operating in Pakistan for an amount mentioned in Annexure "A" and valid for 120 days from the date of opening of bids. The Bank Guarantee will be issued by a scheduled Bank in accordance with the format as per Annexure-B of the tender Documents.
- 1.2 Bid Bonds through fax shall not be acceptable.
- 1.3 On acceptance of Bid by the OGDCL Company, the successful Bidder shall, within 05 days of the receipt of Letter of Intent (LOI) furnish an acceptable performance Bond/Bank Guarantee for an amount equivalent to 10% of the total contract value in Pak Rupees, issued by Pakistani Scheduled Bank or Branch of a Foreign Bank operating in Pakistan in accordance with the Format at Annexure-C.
- 1.4 The Terms and Conditions form an integral part of Tender Enquiry and must be taken into consideration before submitting your quotation.
- 1.5 The Company does not take any responsibility for collecting the Bids from any Agency. Your authorized representative may attend the Tender Opening if desired. The requests for extension of closing date and time shall not be entertained and tender received after closing time or date, shall not be accepted and returned to Bidders unopened.
- 1.6 OGDCL Company 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 justifying 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) Integrity and Ethics Declaration (Annexure-E)
 - g) Draft Contract / Draft Service Order (Annexure-F)
 - h) Confidentiality Agreement (Annexure-G)
 - i) Affidavit for Not Black Listing (Annexure-**H**)

3. TIME AND PLACE FOR SUBMISSION OF BIDS

Sealed Bids in duplicate as per clause-18 of Instructions to bidders given in this document must be delivered / dropped in the office detailed as per time and date given in Annexure- "A".

4. **OPENING OF BIDS**

Bids will be opened at OGDCL, Sinjhoro Gas Field, Sanghar, Sindh as per time and date given in Annexure- "A".

5. **PREPARATION OF PROPOSAL**

Contractors will prepare their bids in two parts i.e. Technical Proposal, Part-I (One Original + One Copy) and Financial Proposal Part-II (01 Original Only). Both parts should be sealed in separate envelopes.

<u>Technical Proposal</u> 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.

If the bid is submitted by a joint venture 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 have to be produced by the joint venture partners accepting responsibility for the successful completion of the project separately and jointly.

<u>Financial Proposal</u>: 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** /Scope of work (TOR) 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.

BID PRICE:

- a. Bid price shall be inclusive of all taxes, duties, levies, and charges (specifically inclusive of provincial Sales Tax on services).
- b. The prices should be quoted in the bid proposal in Pak Rupees.

c. The prices charged by the successful bidder (contractor) for required services shall not vary from the prices quoted by the service company.

6. COST OF BIDDING.

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

7. 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 be used as base price for computation of final invoice. 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.

8. UNSKILLED LABOUR

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

9. 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.

10. BID VALIDITY.

- The Bid shall remain valid and open for acceptance for a period of 60 days from the specified date of tender opening.
- 10.2 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.

11. ALTERNATIVE BIDS.

- 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.
- 11.2 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.

12. **BID BOND.**

- 12.1 The bidder shall furnish with the **Technical bid proposal**, as part of his bid, a bid bond for an amount of Pak Rupees (*mentioned in Annexure-A*).
- 12.2 The Bid Bond in the form of a cash deposit, a Bank Draft or a Bank Guarantee issued by scheduled Bank of Pakistan or a branch of foreign bank operating in Pakistan for an amount mentioned in **Annexure "B"** and valid for 150 days from the date of opening of bids. The Bank Guarantee will be issued by a Pakistani scheduled Bank in accordance with the format as per Annexure-B of the tender Documents. **Bid bond from NIB Bank will not be accepted.**

- 12.3 Any bid not accompanied by the requisite Bid Bond is likely to be declared **non-responsive**. The bid bond of unsuccessful bidders will be returned. The bid bond of the successful bidder shall be discharged after he has executed the contract.
- 12.4 The bid bond may be forfeited if a bidder withdraws his bid during the period of bid validity or if the Bidder, having been notified of the acceptance of his bid by the Company during the period of bid validity:
 - 12.4.1 Fails, refuses or delays to execute the Contract in accordance with the instruction to Bidders, or
 - 12.4.2 Fails, refuses or delays to furnish Performance Bond in accordance with the instruction to Bidders.

13. **AMENDMENT OF BIDDING DOCUMENTS.**

- 13.1 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, modify the Bidding Documents by amendment.
- 13.2 The amendment shall be part of the Bidding Documents, and will be notified in writing through fax or letter to all prospective bidders who have received the Bidding Documents, and will be binding on them.

14. CLARIFICATION(s) / QUERIES OF TENDER

The bidders are expected to carefully examine all instructions, forms 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;

Field Manager, Sinjhoro Gas Field

Oil & Gas Development Company Limited OGDCL Nawabshah Road, District Sanghar, Sindh. Phone No. 0235-808201; Fax No. 0235-808293 & 0235-566283 Email: fmsinjhoro@ogdcl.com, maintenance.sgf@ogdcl.com

For requests of all clarifications in regard to the information contained in Tender Documents made over the telephone shall not be entertained. All inquiries 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.

15. 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 with reference to clause -14 above must reach the above named not later than two weeks before the bid submission date otherwise the same will not be responded by OGDCL.

16. DEADLINE FOR SUBMISSION OF BIDS.

- 16.1 The original bid, together with the required copies must be delivered to OGDCL at the address specified in clause-18, not later than the time and date specified in Annexure-"A".
- 16.2 OGDCL may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause-13, in which case all rights and obligations of OGDCL and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

- 16.3 Bids will be opened in presence of the bidder's representative who chooses to attend the bid opening at the time and date mentioned in the Tender Notice or on the extended date with reference to clause 16.2.
- 16.4 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".
- 16.5 If the envelopes are not marked as instructed below, OGDCL will assume no responsibility for the misplacement or premature opening of the bid.
- 16.6 In case due date bids opening falls on holidays, the bid will be opened on next working day.

17. MODIFICATIONS AND WITHDRAWAL OF BIDS.

- 17.1 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.
- 17.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as for the bid.
- 17.3 No bid shall be modified subsequent to the deadline for submission of bids and before the expiry of the period of bid validity.
- 17.4 No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity.

18. SEALING, MARKING AND TRANSMISSION OF THE BID

- 18.1 Your detailed "Technical Proposal (One Original + One Copy)" and "Financial Proposal (One Original Only)" should be submitted in separate envelopes. The envelopes containing Technical and Financial Proposals shall be properly sealed, stamped and marked as follows:
 - (a) Bid against TENDER ENQUIRY NO. (mention from Annexure-A).

 Do not open before (mention from Annexure-A) Hours (PST) of Bid opening date (mention from Annexure-A).

TECHNICAL PROPOSAL

Field Manager, Sinjhoro Gas Field

Oil & Gas Development Company Limited OGDCL Nawabshah Road, District Sanghar, Sindh. Phone No. 0235-808201; Fax No. 0235-808293 & 0235-566283 Email: fmsinjhoro@ogdcl.com, maintenance.sgf@ogdcl.com

(b) Bid against TENDER ENQUIRY NO. (Mention from Annexure –A)

Do not open before (Mention from Annexure –A) **Hours (PST) of Bid opening date:** (Mention from Annexure –A)

FINANCIAL PROPOSAL

Field Manager, Sinjhoro Gas Field

Oil & Gas Development Company Limited OGDCL Nawabshah Road, District Sanghar, Sindh. Phone No. 0235-808201; Fax No. 0235-808293 & 0235-566283

Email: fmsinjhoro@ogdcl.com, maintenance.sgf@ogdcl.com

- 18.2 If the envelope is not marked as instructed above, OGDCL will assume no responsibility for the misplacement or premature opening of the bid.
- 18.3 In addition bidder should inform OGDCL by Fax/Email about dispatch of proposal.

19. LATE BIDS

Any Bid received after deadline for submission of Bids prescribed by OGDCL pursuant to Clause- 16 above will be rejected and returned unopened to the bidder.

20. BID OPENING

The Bid shall be opened publicly in the Procurement Department/Designated Bid Opening Location of OGDCL by the Tender Opening Committee in the presence of Bidder's representatives who choose to attend the bid opening at the time and date specified in Annexure-"A" or on the extended date with reference to clause- 16.2 above.

21. **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 at Annexure "A"/ITB provided with this document. Technically responsive and financially lowest evaluated bidder in line with the bid evaluation criteria given in the scope of work /TOR will be considered for award of job.

22. 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.

- 22.1 The Bid must be prepared in the English Language.
- 22.2 The Bid must be unconditionally valid for 120 days from the date of Bid Opening.
- 22.3 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.
- 22.4 Bids should not be submitted in the form of Telex or Telegram.
- 22.5 Bid must reach before as mentioned in the Tender Notice or as per clause-16.
- 22.6 Technical Bid must be accompanied by a **bid bond** as specified in Clause 12.
- 22.7 Direct fax bid shall not be acceptable.
- The bid proposal should essentially include C.Vs of the professionals expected to be deployed for the job.
- 22.9 The Purchaser will evaluate and compare only the substantially responsive bids.
- 22.10 Bids determined to be substantially responsive will next be checked for any material error in computation.

23. CLARIFICATION OF BIDS.

To assist in the examination, evaluation and comparison of Bids OGDCL may at its discretion, ask the Bidder for clarification 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.

24. <u>ELIGIBILITY AND QUALIFICATION REQUIREMENTS</u>

- 24.1 To be eligible for award of contract, bidders shall have to provide 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.
- 24.2 Proof of requirements mentioned in Para 24.1 must be submitted by the bidder along with the bid.
- 24.3 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements:
 - 24.3.1 The bids, and in case of a successful bid, a Form of Agreement shall be signed so as to be legal binding on all partners.
 - 24.3.2 One of the partners shall be nominated, as being in charge and it's authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.

- 24.3.3 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.
- 24.3.4 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-24.3.2 as well as in form of bid and the form of Agreement (in case of successful bid). A copy of the agreement entered into the joint venture partners shall be submitted with the bid.

25. 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 of the grounds for OGDCL's action.

26. GENERAL TERMS AND CONDITIONS.

- 26.1 After opening the bids, OGDCL will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- 26.2 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.
- Arithmetical errors will be rectified on the following basis. 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. If there is a discrepancy between words and figure, the amount in words shall prevail.
- A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without deviation. A 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.
- A 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.
- 26.6 OGDCL may waive any minor deviation non-conformity or irregularity in a bid, which does not constitute a deviation, provided that the waiver does not prejudice or affect the relative standing order of any Bidder.
- 26.7 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.
- 26.8 The evaluation of the bids will take into account, in addition to the bid price, the following factors:
 - a) Reliability and efficiency of the offered Service.
 - b) Financial standing of the supplier.
- 26.9 The award of the Contract/Service Order shall be made to the Bidder whose bid has been determined to be the lowest evaluated bid as per bid evaluation criteria and weightage given to technical and financial proposal, after considering all factors and who meets the requisites of Schedule of Requirement (Scope of Work/Bid Format).
- 26.10 The purchaser shall notify by fax/letter, 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.

26.11 The bidders may lodge a written compliant 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 the web.

27. PERFORMANCE BOND / BANK GUARANTEE

- 27.1 Within fifteen (15) days of receipt of the notification of contract award, 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".
- 27.2 The bank guarantee / performance bond shall remain valid and in full force and effect during validity of the contract.
- 27.3 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.
- 27.4 The cost incurred for establishing the Bank Guarantee / Performance Bond or any extension thereof shall be to the account of the contractor.
- 27.5 The Bank Guarantee / Performance Bond will be discharged after completion of the contract.
- 27.6 The Bank Guarantee must be as per format attached at Annexure-"C" and must be either from a Pakistan scheduled bank or from a branch of foreign bank operating in Pakistan acceptable to OGDCL.
- 27.7 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. <u>EMPLOYMENT OF PAKISTANI NATIONALS:</u>

- 28.1 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 out efforts have been exhausted to employ Pakistani qualified nationals. Unskilled workers if needed for the operation will be hired from the area where the operation is being performed.
- 28.2. 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.

29. SIGNING OF CONTRACT

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

30. SOURCE OF FUNDS.

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

ANNEXURE"A"

- 1. Amount of Bid Bond
 - Amount of bid bond referred to in clause 3.1 and 12 of Instruction to Bidders, and Annexure-"B" of this tender enquiry shall be **Rs. 40,000/- (Rupees forty thousand only).**
- 2. Deadline/ Time and place for submission of bids (Refer clause-3&4 and 16 of Instructions to bidders):

Sealed bids in duplicate as per Instructions to bidders of this tender enquiry must be delivered / dropped in the office detailed therein until (as per OGDCL website Add) hours Pakistan Standard Times ("PST") on (as per OGDCL website Add).

- 3. Opening of Bids (Refer clause 4 and 18 of Instructions to Bidders).

 Bids will be opened at <u>as per OGDCL website Add</u> hours ("PST") on (as per OGDCL website Add) at OGDCL Sinjhoro Gas Field, Sanghar, Sindh.
- 4. Sealing, Marking and Transmission of the bid (Refer clause -18 of Instructions to bidders).
 - **4.1** Your detailed "Technical Proposal" and "Financial Proposal" should be submitted in one original and one copy of each in separate envelopes. The envelopes containing Technical and Financial Proposals shall be properly sealed, stamped and marked as follows:-

(a) Bid against TENDER ENQUIRY NO. TE/SGF/ATA/2018/INST/001

Do not open before (as per OGDCL website Add) Hours (PST) of Bid opening date: (as per OGDCL website Add)

TECHNICAL PROPOSAL

"HIRING OF TECHNICAL SERVICES FOR CALIBRATION, COMPLETE OVERHAULING AND TESTING FOR PRESSURE SAFETY VALVES (40 NOS), TEMPERATURE, PRESSURE, LEVEL, FLOW CONTROL VALVES (45 NOS) AND ESDV/ON-OFF VALVES/ORBIT VALVES (45 NOS)(AS PER ATTACHED SCOPE OF WORK) IN ANNUAL TURNAROUND (ATA-2018) OF SINJHORO GAS FIELD"

Field Manager, Sinjhoro Gas Field

Oil & Gas Development Company Limited OGDCL Nawabshah Road, District Sanghar, Sindh. Phone No. 0235-808201; Fax No. 0235-808293 & 0235-566283 Email: fmsinjhoro@ogdcl.com, maintenance.sgf@ogdcl.com

(b) Bid against TENDER ENQUIRY NO. TE/SGF/ATA/002/2018

Do not open before (as per OGDCL website Add) Hours (PST) of Bid opening date(as per OGDCL website Add)

FINANCIAL PROPOSAL

"HIRING OF TECHNICAL SERVICES FOR CALIBRATION, COMPLETE OVERHAULING AND TESTING FOR PRESSURE SAFETY VALVES (40 NOS), TEMPERATURE, PRESSURE, LEVEL, FLOW CONTROL VALVES (45 NOS) AND ESDV/ON-OFF VALVES/ORBIT VALVES (45 NOS)(AS PER ATTACHED SCOPE OF WORK) IN ANNUAL TURNAROUND (ATA-2018) OF SINJHORO GAS FIELD"

Field Manager, Sinjhoro Gas Field

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Email: fmsinjhoro@ogdcl.com, maintenance.sgf@ogdcl.com

- **4.2** If the envelope is not marked as instructed above, OGDCL will assume no responsibility for the misplacement or premature opening of the bid.
- **4.3** In addition you should advise by fax to OGDCL of the dispatch of your proposal.
- 5. Material Deficiencies which will lead to disqualification
 - (i) Failing to get minimum qualifying marks in the technical evaluation

(ii)	Reflect or demand of deviation from TOR of this Tender Enquiry will lead to disqualification.			

OIL & GAS DEVELOPMENT COMPANY LIMITED

SINJHORO GAS CONDENSATE FIELD

SCOPE OF WORK

INSTRUMENTATION ACTIVITIES FOR ATA 2018

Sno	Qty	SPECS	ACTIVITY DESCRIPTION	TOOLS and Spares	Remarks
1	45	Complete overhauling Level, Pressure, Flow, Temperature Control Valves of various sizes up to	Re-Installation (Positioner, SOV, Regulators, I/P	All tools will be arranged by Contractor, Including Lathe Machine, and Hydro test bench, the Rigging and fitting also at contractor end. The SOV, Positioners and I/P converter Testing and Cal also carried out by contractorOnly trim spares, consumables and repair kits of CV's will be provided by OGDCL	Please quote on the base of per Control Valve servicing. Cost will be paid as per actual No. of Valves attended but not more then 45No.
4	45	ESD's, SDV's, ON Off Butterfy Valves/XV,s	Dismantling from line for Inspection if required Complete over hauling, hydro tesing Machining at lather if passing problem Verify the limits with CCR Commission back at exact potion verify operation at DCS system	All tools will be arranged by Contractor, Calibrator must be certified, the Rigging and fitting also at contractor end, spares and Consumables repair kits will be provided by OGDCL	Please quote on per Valve servincing, the Cost will be paid as per actual activity, but not more then 45No. Calibration as per Data Sheet,
5	40	PSV's 1" to 6" of 300 to 900CL	l	All tools will be arranged by Contractor, Including Lathe Machine, Safty bench with N2 Gas, the Rigging and fitting also at contractor end, Only trim spares, consumables and repair kits of PSV's will be provided by OGDCL	Please quote on the base of per PSV's servicing. Cost will be paid as per actual No. of Valves attended but not more then 30No.

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GENERAL TERMS AND CONDITIONS:

- A. BIDDING PROCEDURE IS COMPETITIVE <u>"SINGLE STAGE TWO ENVELOPE"</u> BIDDING SYSTEM
- B. BIDS MUST BE SUBMITTED UNDER TWO ENVELOPES BIDDING SYSTEM i.e. TECHNICAL & FINANCIAL BID SEPARATELY ON DUE DATE.
- C. FINANCIAL BIDS OF ONLY TECHNICALLY RESPONSIVE BIDDERS WILL BE OPENED PUBLICLY.
- D. AFTER TENDER OPENING "TECHNICAL BIDS" WILL BE REVIEWED. THE BIDS WILL BE BROUGHT TECHNICALLY AT PAR BY SEEKING CLARIFICATIONS. THE BIDDERS WILL NOT BE ASKED FOR ANY PRICE CHANGE IN THEIR FINANCIAL BIDS DUE TO CERTAIN CLARIFICATIONS AND SUBSEQUENT CHANGE IN THEIR TECHNICAL PROPOSALS. THE BIDDERS WILL NOT BE ALLOWED TO SUBMIT SUPPLEMENTARY PRICE PROPOSALS IN A SEPARATE SEALED ENVELOPE TO MAKE IT A PART OF THE ALREADY SUBMITTED UNOPENED FINANCIAL BIDS AND TO ADJUST THEIR QUOTED PRICE SUBSEQUENTLY AFFECTED DUE TO CHANGE IN TECHNICAL PROPOSALS.
- E. SEALED FINANCIAL BIDS OF TECHNICALLY NON-RESPONSIVE BIDDERS WILL BE RETURNED UN-OPENED.
- F. OGDCL RESERVES THE RIGHT TO REJECT ANY OR ALL THE BIDS WITHOUT ASSIGNING ANY REASON.
- G. OUOTED PRICES MUST BE FIRM (INCLUSIVE OF GST, OTHER TAXES, AND DUTIES.
- H. OGDCL RESERVES THE RIGHT TO EVALUATE THE BID(S) EITHER ITEM-WISED OR FULL PASKAGE BASIS WITHOUT ASSIGNING ANY REASON. TO QOUTE COMPETITIVE PRICES FOR ALL OR ANY ITEMS ENABLE COMPANY TO DECIDE PURCHASE.
- I. THE MAXIMUM DELIVERY TIME FOR SUPPLY ITEMS / SERVICES IS EIGHT (08) WEEKS FROM THE DATE OF RECEIPT OF FIRM PURCHASE
- J. BIDDERS TO SUBMIT THEIR COMPANY PROFILES, EXPERIENCE OF SIMILAR SUPPLIES IN PAKISTAN ALONG WITH TECHNICAL BIDS

BIDDING FORM (TECHNICAL BID)

Oil & Gas Development Company Limited Sinjhoro Gas Field, Nawabshah Road, District Sanghar

Gentlemen,

hereby	Having examined the Bidding I acknowledged, we the undersi awings, specifications of goods	gned, offer to supply &	deliver «Descrip	-
	We undertake, if our bid is accedays) from the date of receipt of	-		days (Please
	If our bid is accepted, we will excluding GST, for due perform	-	_	0% of the Purchase
days (P	We agree to abide by all the te Please specify days) from the da may be accepted at any time be	te fixed for receiving the	e same & it shall re	emain binding upon
thereof,	Until a formal Purchase Order, shall constitute a binding control the lowest priced or any bid you	ntract between us. We us	_	-
Dated to	his	day of	_ 200	
				(Signature) (In the capacity of)
Du	uly authorized to sign Bid for an	nd on behalf of		
Name:	ure of Witness) - s: -			

BID SUMMARY SHEET TENDER NO. TE/SGF/ATA/2018/INST/007 (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 Sinjhoro Gas Field, Nawabshah Road, District Sanghar

Gentlemen,

			ding Documents				
			ndersigned offer				
			of goods ar				
			Total bid amount		sive of all taxe	es) or such other	sum
as may	be ascertai	ned in accorda	nce with the said	conditions.			
2.	Until a fo	rmal Purchase	Order is placed	, this bid, toget	her with you	r written accept	ance
			g contract betwe	-	•	-	
			id you may receiv		•		
Dated t	this		day of	201			
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						(Signa	ture)
						(In the capacit	
						(<i>J</i> - /
D	uly authoriz	zed to sign Bid	for and on behalf	f of			
(Signat	ture of Witi	ness)					
_							
				_			

BID SUMMARY SHEET TENDER NO. TE/SGF/ATA/2018/INST/007 (TO BE ATTACHED WITH FINANCIAL BID)

1.	Bidder Name Address, Phone & Fax No E-mail address
2.	Manufacturer Name &
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):
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	S. Any Deviation:
	Signature
	Name & Designation

BANK GUARANTEE AS EARNEST MONEY

		Guarantee # : Date of Issue : Date of Expiry : Amount :
Sinjh	oro Ga	Development Company Limited as Field, Road, District Sanghar
hereii consi	nafter o	ration of
1.	(Rup demain the speci	make unconditional payment of Rs
	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.		accept written intimation(s) from you as conclusive and sufficient evidence of the ence of a default or non-compliance as aforesaid on the part of the BIDDER and to make

- 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
- 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)

<u>DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.</u> <u>CERTIFICATE</u>

Submitted	to O	GDCL	with t	he 1	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 certificate 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 void able 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, tinder'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.



OIL & GAS DEVELOPMENT COMPANY LTD

Oil & Gas Development Company Limited Sinjhoro Gas Field, Nawabshah Road, District Sanghar, Sindh-Pakistan

TEL: : 0092-235-808214, 808201 **FAX:** : 00920235-808293 & 0235-566283 **EMAIL:** : maintenance.sgf@ogdcl.com, fmsinjhoro@ogdcl.com

Web Site: www.ogdcl.com

			GST No: 07-02-2802-001-55							
M/s		/ /		ISSUE	D ON :					
SUBJE	:CT: <u>L</u>	OCAL PURCHASE	ORD	ER.						
Dear Sir,										
Tender/	Ref your Tender I	quotation dated Enquiry/Fax Enquiry # regarding procure	PROC	C-L (f	opened or	n	a	gainst our Press dated		
		pleasure in placing an opply are noted below an INDENT No	nd on re	verse.	-		_	low. Terms and		
Ī		FOR: (LOCATION)		DEI	PARTMENT ATE (RUPEES)			
	S. NO.	DESCRIPTION	QTY	UNIT	INDEX NUMBER	(EXCL O GST)		TOTAL (RUPEES)		
j.										
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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 delivery must be made immediately or at a date mentioned by OGDCL on the issued 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. <u>INSPECTION:</u> The **job** 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 Report
- 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 for every day up to a maximum of 15% for 10 days exceeding the delivery period.
 - b. If the **job is** not executed even after paying penalty for 10 (ten) consecutive days. OGDCL reserves the right to cancel the supply order and to obtain the required services from elsewhere at your risk and cost.
- 6. **<u>DOCUMENTATION FOR PAYMENT:</u>** 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	051-9209701	051-9209708	
General Manager (Supply Chain Management)	OGDCL House	051-920023540	051-9215090	
Field Manager - SGCF	Sinjhoro Gas Field	0235-808201	0235-808293	fmsinjhoro@ogdcl.com
I/C Mechanical - SGCF	Sinjhoro Gas Field	0235-808214	0235-808293	Maintenance.sgf@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. <u>TITLE:</u> 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

	DANK GUARANTEE AS FERFORMANCE BOND
	Guarantee # Date of issue:
	Date of issue: Date of expiry: Amount:
Sinjh	k Gas Development Company Limited noro Gas Field, abshah Road, District Sanghar
M/s.	nsideration of your issuance of Local Purchase Order # / / dated to called supplier and in consideration for value received from
	ier we (Please mention name of Bank) at the request of M/s. (Please mention name of supplier) by agree and under take as:-
1.	To make unconditional payments to you as called upon 5% 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 this guarantee in full force from the date hereof until 120 days from the date of completion of job at given destination as per LPO.
4.	To keep 50% amount of this guarantee, enforce from the date hereof until 12 months from the date of completion of job of at given destination as per LPO.
5.	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

6. This guarantee shall be binding on us and our successor's interest and shall be irrevocable.

7. This guarantee shall not be affected by any change in the constitutions of the Guarantor Bank or the supplier.

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.

(BANKER)

(BANKER)

BANK GUARANTEE AS ADVANCE PAYMENT

	Guarantee # Date of issue: Date of expiry: Amount:
Sinjho	Gas Development Company Limited oro Gas Field, bshah Road, District Sanghar
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
2. WE A	AND IN CONSIDERATION of you're paying an advance of Pak Rs we, hereby guarantee to pay on demand a sum of Pak Rs LSO 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.