



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/TURBO CONSULTANCY/2019/INST/14A

“Hiring of Consultancy services for Upgradation of Turbo Expander Control system and associated Instrumentation at Sinjhoru Gas Field /LPG Plant”

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

SCOPE OF WORK, TERMS & CONDITIONS ARE ATTACHED.



TENDER DOCUMENTS

TENDER ENQUIRY NO: TE/SGF/TURBO EXPANDR

CONSULTANCY/2019/INST/14A

“Hiring of Consultancy services for Upgradation of Turbo Expander Control system and associated Instrumentation at Sinjhor Gas Field /LPG Plant”

FIELD MANAGER SINJHORO GAS FIELD

(Consultancy Services)

OIL & GAS DEVELOPMENT COMPANY LIMITED

ISSUING DATE: 16 Sep, 2019

BID SUBMISSION DATE: 07 Oct, 2019

OGDCL SALES TAX REGISTRATION

NO. 07-02-2802-001-55

INVITATION FOR BIDS

BIDDING DOCUMENT

TENDER NO. TE/SGF/TURBO CONSULTANCY/2019/INST/14A



OIL & GAS DEVELOPMENT COMPANY LIMITED

SUBJECT: LETTER FOR INVITATION TO BID FOR “HIRING OF Consultancy services for Upgradation of Turbo Expander Control system and associated Instrumentation at Sinjhero Gas Field /LPG Plant” AGAINST TENDER ENQUIRY NO. TE/SGF/TURBO CONSULTANCY/2019/INST/14A

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 for Subject mentioned Job. 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.
- 4.4 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, Sinjhoru Gas Field
Oil & Gas Development Company Limited OGDCL
Nawabshah Road, District Sanghar, Sindh.
Phone No. 0235-808201;
Fax No. 0235-808293 & 0235-566283
Email: fmsinjhoru@ogdcl.com, instrument.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.

- 10 **Any company registered at places e.g. Vigin, Cayman, Nausa, Jersey 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 **Single Stage Two Envelope Bidding Procedure**; 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.
- 11.2 Tender Annexure to be added in both the bids; UN-Priced with technical Bids & Priced with Commercial Bids.
- 11.3 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, Sinjhoru Gas Field
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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, Sinjhor 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.

Technical Proposal 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.

Financial Proposal: Financial Proposal should contain:

(i) This tender document; duly signed and stamped by the bidder.

(ii) Duly filled in "Format For Rates" in accordance with instructions given in **Terms of Reference /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 equipment 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.**
- 10.1 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.**
- 11.1 In the event that the bidders submit an Alternative bid(s) whether in whole or against any of the items, a group of sub group, in addition to its Main Bid, the bids must be marked as “**Main Bid**” and “**Alternative Bid**”. Alternative Bids which don’t conform to the specifications may be submitted. However, only the Alternative bid of the Bidder whose Main Bid is the lowest evaluated bid will be considered.
- 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, Sinjhoru Gas Field
Oil & Gas Development Company Limited OGDCL
Nawabshah Road, District Sanghar, Sindh.
Phone No. 0235-808201;
Fax No. 0235-808293 & 0235-566283
Email: fmsinjhoru@ogdcl.com, instrument.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, Sinjhoru Gas Field

Oil & Gas Development Company Limited OGDCL

Nawabshah Road, District Sanghar, Sindh.

Phone No. 0235-808201;

Fax No. 0235-808293 & 0235-566283

Email: fmsinjhoru@ogdcl.com, instrument
.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, Sinjhoru Gas Field

Oil & Gas Development Company Limited OGDCL

Nawabshah Road, District Sanghar, Sindh.

Phone No. 0235-808201;

Fax No. 0235-808293 & 0235-566283

Email: fmsinjhoru@ogdcl.com, instrument.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.
22.8 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. ELIGIBILITY AND QUALIFICATION REQUIREMENTS**
- 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.
- 26.3 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.
- 26.4 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.
- 26.5 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 complaint for redressal of their grievances and disputes to Committee for Redressal of Grievances & Settlement Dispute within fifteen (15) days of the placement of the Technical Evaluation Report on 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. EMPLOYMENT OF PAKISTANI NATIONALS:

- 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 **as per OGDCL website Add** hours (“PST”) on **(as per OGDCL website Add)** at OGDCL Sinjhoru 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/TURBO CONSULTANCY/2019/INST/14A**
Do not open before **(as per OGDCL website Add)** Hours (PST) of Bid opening date:**(as per OGDCL website Add)**

TECHNICAL PROPOSAL

“HIRING OF Consultancy services for Upgradation of Turbo Expander Control system and associated Instrumentation at Sinjhoru Gas Field /LPG Plant” AGAINST TENDER ENQUIRY NO. TE/SGF/TURBO CONSULTANCY/2019/INST/14A AS PER ATTACHED SCOPE OF WORK) IN SINJHORU GAS FIELD/PLANT”

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

- (b)** Bid against TENDER ENQUIRY NO. **TE/SGF/TURBO CONSULTANCY/2019/INST/14A**
Do not open before **(as per OGDCL website Add)**Hours (PST) of Bid opening date**(as per OGDCL website Add)**

FINANCIAL PROPOSAL

“HIRING OF Consultancy services for Upgradation of Turbo Expander Control system and associated Instrumentation at Sinjhoru Gas Field /LPG Plant” AGAINST TENDER ENQUIRY NO. TE/SGF/TURBO CONSULTANCY/2019/INST/14A AS PER ATTACHED SCOPE OF WORK) IN SINJHORU GAS FIELD/PLANT”

Field Manager, Sinjhoru Gas Field
Oil & Gas Development Company Limited OGDCL
Nawabshah Road, District Sanghar, Sindh.
Phone No. 0235-808201;
Fax No. 0235-808293 & 0235-566283
Email: fmsinjhoru@ogdcl.com, instrument.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.



HIRING OF CONSULTANCY SERVICE FOR UPGRADATION OF TURBO EXPANDER CONTROL SYSTEM AND ASSOCIATED INSTRUMENTATION AT SINJHORO PLANT



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1. **INTRODUCTION**

Oil & Gas Development Company Limited (OGDCL) is the largest Exploration and Production Company in Pakistan having operations at 52 locations and fields in all the four provinces. OGDCL intends to upgrade existing Turbo Expander Control System installed at Sinjhoru gas processing plant. OGDCL's Sinjhoru Site team in this regard invites bidders to submit its proposal for providing Design Consultancy services for upgradation scope.

2. **PROJECT BACKGROUND**

Existing Turbo Expander Control System is relay based and Sinjhoru operation team currently is facing following problems as existing system has been outdated and become obsolete. OGDCL intends to replace existing relay based system with brand new PLC based control system. In addition OGDCL requires to review and replace existing instruments installed on-skid due to their obsolete nature for new system. Furthermore complete supply and installation BOQs are required by OGDCL for Installation contractor to be hired by OGDCL for project installation and commissioning.

2.1. **Scope of Work & Deliverables**

The consultant shall perform detailed engineering and submit the required deliverable to OGDCL as per project requirements. Depending upon extent of upgradation requirements, subject assignment shall be completed as a whole as per details given below:

(Detailed Engineering)

Consultant shall carry out below mentioned activities during this project:

- Site Visit and Data gathering
- Assessment of existing control system and instrument installed at site.
- Preparation of control system specification as per project requirements
- Preparation of general instrument specification and datasheets
- Development of relevant instrument drawings as per project requirement.

Based on above mentioned activities, Consultant shall submit below mentioned deliverable to OGDCL for review and comments:

-
- Specification for PLC based control system
 - Instrument Datasheets
 - Instrument Installation and Termination Drawings
 - Specification for Instrument Installation Works
 - Supply and Installation BOQs
 - Consultant Site supervision during installation/Testing and commissioning

Procurement Support

Consultant shall be responsible to prepare complete Technical and Commercial Tender for carrying out proposed upgradation work. In addition Tender Pre-Bid Clarifications and Post-Bid review and evaluation will also be carried out accordingly, Technical and Commercial evaluation report shall be submitted to OGDCL for review and finalization.

Design Review of Vendor's Document

The consultant shall prepare Contract Document with successful bidder on behalf of OGDCL. Furthermore consultant shall carry out complete design review and vetting of Vendor documents, consultant shall also be responsible to assist/lead OGDCL in Meeting and Inspection to monitor Vendor design and progress through different phases of project till successful installation, completion/Testing and commissioning of the Project.

2.2. Support to be Provided By OGDCL

- Accommodation and meal for consultant personnel during site visit.
- Pick and Drop from Karachi to Sinjhor Site.

Note: The consultant shall charge for undertaking the assignment as a whole

GENERAL TERMS AND CONDITIONS:

- A. BIDDING PROCEDURE IS COMPETITIVE **“SINGLE STAGE TWO ENVELOPE”** 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. QUOTED 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
Sinjhero Gas Field,
Nawabshah Road, District Sanghar**

Gentlemen,

1. Having examined the Bidding Documents including the specifications, the receipt of which is hereby acknowledged, we the undersigned, offer to supply & deliver «Description» in conformity with drawings, specifications of goods and conditions of Tender Document.
2. We undertake, if our bid is accepted, to commence delivery within _____ 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 (*Please specify days*) from the date fixed for receiving the same & it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extension thereof agreed by us.
5. Until a formal Purchase Order is placed, this bid, together with your written acceptance thereof, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest priced or any bid you may receive.

Dated this _____ day of _____ 201_____

(Signature)
(In the capacity of)

Duly authorized to sign Bid for and on behalf of _____

(Signature of Witness)

Name: - _____

Address: - _____

BID SUMMARY SHEET
TENDER NO. TE/SGF/TURBO EXPANDR CONSULTACY/2019/INST/14A
(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
Sinjhorro Gas Field,
Nawabshah Road, District Sanghar**

Gentlemen,

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

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

Dated this _____ day of _____ 201__

(Signature)
(In the capacity of)

Duly authorized to sign Bid for and on behalf of _____

(Signature of Witness)

Name: - _____

Address: - _____

BID SUMMARY SHEET
TENDER NO. TE/SGF/TURBO EXPANDR CONSULTACY/2019/INST/14A

(TO BE ATTACHED WITH FINANCIAL BID)

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

4. Price Validity: _____
5. Total FOR (Destination) Price (Without GST): Rs _____
6. Total FOR (Destination) Price (With GST): Rs _____
7. Amount of Bid Bond (without GST): Rs _____
8. Validity of Bid Bond (Expiry Date): _____
9. Offered Delivery Period: _____
10. Payment Terms: _____
11. GST Registration No. _____
12. Bidding Form (Annexure-B-1 attached with TECHNICAL bid): Yes No
13. Any Deviation: _____

Signature _____

Name & Designation _____

BANK GUARANTEE AS EARNEST MONEY

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

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

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

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

(BANKER)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
CERTIFICATE

Submitted to OGDCL with the reference to Purchase Order No. _____

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

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

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

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

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

For & On Behalf of
Seller/ Supplier



OIL & GAS DEVELOPMENT COMPANY LTD

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

TEL: : 0092-235-808214, 808201
FAX: : 00920235-808293 & 0235-566283
EMAIL: : maintenance.sgf@ogdcl.com,
fmsinjhor@ogdcl.com
Web Site: www.ogdcl.com
GST No: 07-02-2802-001-55

LPO No : TE/ / _____

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.

A/C CODE: _____
INDENT No. _____ DT. _____
FOR: (LOCATION _____) DEPARTMENT _____

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

TERMS & CONDITIONS:

1. **DELIVERY PLACE & PERIOD:** AT OUR _____ WITHIN _____ AFTER ISSUANCE OF LPO.
2. **PAYMENT CLAUSE:**
 - a. PAYMENT AFTER DELIVERY (OR)
 - b. PAYMENT AGAINST DELIVERY (OR)
 - c. _____% ADVANCE PAYMENT AGAINST BANK GUARANTEE.
3. **PERFORMANCE BOND:** 10% PERFORMANCE BOND IN SHAPE OF BANK GUARANTEE AS PER CLAUSE # _____ OF TENDER DOCUMENTS MUST BE SUBMITTED WITHIN 10DAYS.
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 SUPERCESSION OF ANY AND ALL PREVIOUS CORRESPONDENCE/ DOCUMENTATION BETWEEN THE PARTIES.

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

GENERAL TERMS AND CONDITIONS

1. **GENERAL:** These terms and conditions shall form an integral part of this Local Purchase Order and both the Supplier/Seller and the Purchaser shall be bound by all the provisions contained hereunder.
2. **DELIVERY:**
 - a. The 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. **INSPECTION:** 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. **DOCUMENTATION FOR PAYMENT:** Following documents must be provided after receipt of Local Purchase Order (LPO) and payment will be processed only after receipt of said certificates:
 - a. National Tax Number (NTN), General Sales Tax (GST) and Professional Tax Paid Certificates must be provided by the firm immediately after receipt of Local Purchase Order (LPO) and payment will be processed only after receipt of said certificates.
 - b. Commercial Invoice having NTN/CNIC Numbers
 - c. Sales Tax Invoice
 - d. Professional Tax Paid Certificate
 - e. Copy of valid Tax Exemption Certificate (if any)
 - f. Delivery Challan
7. **You are encouraged to inform the M.D. and Head of Deptt(s) on the following addresses/ contacts, in case where any OGDCL employee asks for any type of favour whether monetary or in kind:**

DESIGNATION	ADDRESS	TEL #	FAX #	E. MAIL
Managing Director	OGDCL House	051-9209701	051-9209708	
General Manager (Supply Chain Management)	OGDCL House	051-920023540	051-9215090	
Field Manager - SGCF	Sinjhor Gas Field	0235-808201	0235-808293	fmsinjhor@ogdcl.com
I/C Instrument - SGCF	Sinjhor Gas Field	0235-808219	0235-808293	Instrument.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. **TITLE:** Supplier/seller warrants that the goods, material, equipment shall be delivered free from any and all security interests, liens, encumbrances and claims of any nature.
11. **COMPLIANCE WITH LAWS:** Supplier/seller agrees to indemnify the Purchase for any loss, damage or cost suffered by the Purchaser as a consequence of the Supplier/seller's failure, deliberate or otherwise, to comply with any applicable laws, rules, regulations or orders/directives of any public sector entity and/or Government.
12. **ARBITRATION:** Any dispute, difference or question arising out of or in respect of this Purchase Order shall be settled by arbitration in accordance with the Arbitration Act, 1940.
13. Acknowledge receipt of this order immediately.

BANK GUARANTEE AS PERFORMANCE BOND

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

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

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

1. To make unconditional payments to you as called upon 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 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.
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.

(BANKER)

BANK GUARANTEE AS ADVANCE PAYMENT

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

Oil & Gas Development Company Limited
Sinjhero Gas Field,
Nawabshah 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 _____) in respect or LPO # FM/_____ issued on _____.
2. AND IN CONSIDERATION of you're paying an advance of Pak Rs. _____ we, _____ hereby guarantee to pay on demand a sum of Pak Rs. _____.

WE ALSO HEREBY AGREE:

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

(BANKER)