ANNEXURE-A-1

GENERAL TERMS AND CONDITIONS:

A. BIDS MUST BE SUBMITTED UNDER **TWO ENVELOPES BIDDING SYSTEM** i.e. TECHNICAL & FINANCIAL BID SEPARATELY ON DUE DATE.

B. FINANCIAL BIDS OF ONLY TECHNICALLY RESPONSIVE BIDDERS WILL BE OPENED PUBLICLY.

C. 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.

D. SEALED FINANCIAL BIDS OF TECHNICALLY NON-RESPONSIVE BIDDERS WILL BE RETURNED UN-OPENED.

E. OGDCL RESERVES THE RIGHT TO REJECT ANY OR ALL THE BIDS WITHOUT ASSIGNING ANY REASON.

F. QUOTED PRICES MUST BE FIRM (INCLUSIVE OF GST, OTHER TAXES, AND DUTIES.

G. OGDCL RESERVES THE RIGHT TO EVALUATE THE BID(S) EITHER ITEM-WISE OR FULL PASKAGE BASIS WITHOUT ASSIGNING ANY REASON. TO QOUTE COMPETITIVE PRICES FOR ALL OR ANY ITEMS ENABLE COMPANY TO DECIDE PURCHASE**.**

H. THE DELIVERY TIME FOR SUPPLY ITEMS IS 4 - 6 WEEKS FROM THE DATE OF RECEIPT OF FIRM PURCHASE ORDER.

I. BIDDERS TO SUBMIT THEIR COMPANY PROFILES, EXPERIENCE OF SIMILAR SUPPLIES IN PAKISTAN ALONG WITH TECHNICAL BIDS.

ANNEXURE-B

BIDDING FORM (TECHNICAL BID)

Oil & Gas Development Company Limited,
Uch Gas Field, Dera Bugti-Balochistan
C/O TCS Office, Jacobabad-Sindh.

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 under take 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 under-stand 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/UCH-I/MECH-001/2018
(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_____

ANNEXURE-B-1

BIDDING FORM (FINANCIAL BID)

Oil & Gas Development Company Limited,
Uch Gas Field, Dera Bugti-Balochistan
C/O TCS Office, Jacobabad-Sindh.

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 under stand 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/UCH-I/MECH-001/2018
(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_____

ANNEXURE-C

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 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.

For & On Behalf of
Seller/ Supplier

OIL & GAS DEVELOPMENT COMPANY LTD

Uch Gas Field, Dera Bugti-Balochistan
C/O TCS Office, Jacobabad-Sindh.

TEL: : 92 (0838) 510110-17
FAX: : 92 (0838) 510003
EMAIL: : uch@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. PART DELIVERY PART PAYMENT. (OR)
   d. _____% 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 material strictly according to specification must be delivered through Delivery Challan in triplicate at the place and within the time mentioned in this order (on reverse) by you at your own expenses *{excluding a grace period of 07 (seven) days for postal delivery of this Purchase Order}*.
   b. Time is of the essence of this order.

3. **EXTENSION IN SUPPLY PERIOD:** Supply period may be extended in exception cases provided that;
   a. Force Majeure case is established by the Supplier.
   b. A written request is made within a week time before expiry of supply period.

4. **INSPECTION:** All items of this order will be subject to acceptance/rejection by the Inspection Committee/3rd Party Inspector (if required), who will give its decision within 07 days of receipt of material. Rejected material shall be removed / replaced by the Supplier within 07 days from the date of receipt of letter/fax, issued by the SCM Deptt. The Supplier will be liable to pay storage charges @ ½ % of the cost of rejected material on every day basis if the same is not removed within 07 days. After 07 days the penalty will be charged at the rate of 5% per day with the supplier's maximum liability under this clause not to exceed 5% of the total value of the Purchase Order.

5. **LIQUIDATED DAMAGES:**
   a. Subject to clause 15 of Tender Document, If the supplier/contractor fails to deliver any or all of the goods/ services within the time period(s) specified in the LPO/Contract, the Purchaser shall, without prejudice to other remedies under the LPO/contract, deduct from the contract price / Bank Guarantee as liquidated damages, a sum not more than 0.5% of the LPO/contract price per week or part thereof for first four weeks, 1.00% per week for next four weeks and 1.5% per week exceeding four weeks up to maximum extent of 5% of the LPO/contract value.
   b. In case the Purchaser is satisfied that the delayed / defective shipment was due to some mistake or circumstances beyond the control of the contractor and the contractor has not intentionally or negligently contributed in the delay, the Purchaser may impose Liquidated Damages for not more than a sum equivalent to 0.5% of the delayed or defective shipment per week or part thereof for first two weeks, 1.00 % per week for next three weeks and 1.5% per week exceeding five weeks but not exceeding 5% of the LPO/contract value of the delayed/defective shipment provided that the contractor takes immediate remedial measures for the-replacement of defective shipment and takes prompt steps to mitigate the delay. The Purchaser may however, impose Liquidated Damages as per (a) above if the delayed or defective shipment has affected the project completion schedule or has resulted in production losses.
   c. Even after imposition of LDs, if the supplier fails to materialize the delivery (material and or services); the Purchaser reserves the right to cancel Purchase order/contract and to forfeit the Guarantee (if applicable) after intimating the supplier for such cancellation / forfeiture.

6. **DOCUMENTATION FOR PAYMENT:**
   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 Department(s) on the following addresses/contacts, in case where any OGDCL employee asks for any type of favour whether monetary or in kind:

DESIGNATION	ADDRESS	TEL #	FAX #	E. MAIL
MANAGING DIRECTOR	OGDCL HOUSE, JINNAH AVENUE, ISLAMABAD	051-9209701	051-9209708	
GENERAL MANAGER (SUPPLY CHAIN MANAGEMENT)		051-920023511	051-9209859	

8. **GOVERNING LAW:** This Local Purchase Order and any matter relating thereto shall be governed by the laws of Pakistan.

9. **WARRANTIES:** Supplier/Seller warrants that all goods, material, equipment or services furnished hereinabove will conform strictly to the Purchaser's specifications.

10. **TITLE:** Supplier/seller warrants that the goods, material, equipment shall be delivered free from any and all security interests, liens, encumbrances and claims of any nature.

11. **COMPLIANCE WITH LAWS:** Supplier/seller agrees to indemnify the Purchase for any loss, damage or cost suffered by the Purchaser as a consequence of the Supplier/seller's failure, deliberate or otherwise, to comply with any applicable laws, rules, regulations or orders/directives of any public sector entity and/or Government.

12. **ARBITRATION:** Any dispute, difference or question arising out of or in respect of this Purchase Order shall be settled by arbitration in accordance with the Arbitration Act, 1940.

13. **ACKNOWLEDGEMENT:** Please acknowledge receipt of this order within 03 days otherwise acceptance of all contents of LPO will be assumed.

ANNEXURE-E

BANK GUARANTEE AS PERFORMANCE BOND

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

Oil & Gas Development Company Limited,
Uch Gas Field, Dera Bugti-Balochistan
C/O TCS Office, Jacobabad-Sindh.

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

1. To make unconditional payments to you as called upon 10% of the value of the LPO (please mention amount of guarantee in words and figures) mentioned in the said LPO on your return demands without further recourse, question or reference to supplier or any other person in the event of default, non-performance or non-fulfillment by supplier of his obligations, liabilities, responsibilities under the said LPO which you shall be the soul judge.
2. To accept return intimation from you as conclusive and sufficient evidence of existence if a default or breach as aforesaid on the part of supplier and to make payment accordingly within 03 (Three) days of receipt thereof .
3. To keep this guarantee in full force from the date hereof until 12 (TWELVE) months from the date of delivery/installation & commissioning of supplied equipment at given destination as per LPO.
4. That no grant of time or other indulgence to, amendment in the terms of LPO by agreement between the parties or imposition or agreement with LPO in respect of the performance of this obligations under the said agreement, with or without notice to us shall in any manner discharged or otherwise affect this guarantee and our liabilities and commitments their under.
5. This guarantee shall be binding on us and our successor's interest and shall be irrevocable.
6. This guarantee shall not be affected by any change in the constitutions of the Guarantor Bank or the supplier.

(BANKER)