

TENDER DOCUMENTS

OIL & GAS DEVELOPMENT COMPANY LIMITED

TENDER ENQUIRY NO: (CSR#6041/2017)

"Procurement and Supply of Furniture items for OGDCL-SEF Tando Alam Mari School Hyderabad"

Mailing Address:

Regional Coordinator (Hyderabad) Regional Office OGDCL Banglow #75-A/2, Sindh Muslim Housing Society, Qasimabad, Hyderabad, Tel # 022-9240002-03, Fax # 022-9240004

OGDCL SALES TAX REGISTRATION

NO. 07-02-2802-001-55

INVITATION FOR BIDS

BIDDING DOCUMENT

TENDER ENQUIRY NO: No (CSR#6041/2017)

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OIL & GAS DEVELOPMENT COMPANY LIMITED

Regional Coordinator (Hyderabad)
Regional Office OGDCL
Banglow #75-A/2, Sindh Muslim Housing Society, Qasimabad, Hyderabad,
Tel # 022-9240002-03, Fax # 022-9240004

NO: - (CSR#6041/2017) Dated:

SUBJECT: ""Procurement and Supply of Furniture Items for OGDCL-SEF Tando Alam Mari School Hyderabad""

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

http://www.ogdcl.com/UploadFolder/tender/MasterSetofPressTenderDocumentsLocal.pdf

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

The technical bid will be opened first on the date mentioned in SOR / Tender Notice. The financial bids of the technically qualified bidders will be opened publicly. Technical evaluation report will be published on OGDCL's website before financial bid opening.

1. INSTRUCTIONS TO BIDDERS:-

- 1.1 The Master Set of Tender Document containing Annexure(s), SOR/TOR, detailed terms and conditions, procedure for submission of bids, bid security, bid validity, evaluation criteria, clarification/ rejection of bids, performance guarantee etc. are available on OGDCL web site for the interested bidders which can be viewed and downloaded from www.ogdcl.com under the title bar of Tenders under head of Goods/Services without any cost.
- 1.2 The Bidder shall bear all cost associated with the preparation and delivery of its Bid, and OGDCL will in no case be responsible or liable for those costs.
- 1.3 In case of any doubt as to the meaning of any portion of the Specifications or other Terms and Conditions, Bidder may seek clarification of the same in writing, but not later than two weeks prior to deadline for submission of bid prescribed by the Purchaser.
- 1.4 At any time prior to the deadline for submission of Bids, a modification in bidding document in the form of an addendum may be issued in response to a clarification requested by a respective Bidder or even whenever the Purchaser considers it beneficial to issue such a clarification and/or amendment. Any clarification/amendment issued (in general) shall be uploaded on OGDCL web site.
- 1.4 Bidders are required to submit their Bid, which will bear words "CONFIDENTIAL" and Tender# (CSR#6041/2017), ""Procurement and Supply Furniture Items for OGDCL-SEF Tando Alam Mari School Hyderabad"
- 1.5 OGDCL does not take any responsibility for collecting the Bids from any Agency.

- 1.6 OGDCL reserves the right to increase or decrease the quantities or may cancel any or all items shown in the Schedule of Requirement, without assigning any reason thereof.
- 1.7 OGDCL Reserve the right to have the items inspected by its own representative, or by 3rd party at its own cost (if required).
- 1.8 It must be indicated in the offer that the bid/quotation fully conforms to Technical Specifications and Terms and Conditions of the Tender.
- OGDCL reserves the right to accept or reject any Bid and to annul the bidding process and reject all the Bids at any time prior to award of Purchase Order without assigning any reason and without thereby incurring any liability to the affected bidder(s) or any obligation there under.
- Unsolicited advice/clarifications and personal approaches by the Bidder at any stage of evaluation are strictly prohibited and shall lead to disqualification.
- In the event that the Bidder submits an alternative Bid(s) whether in whole or against any of the items, a group or sub-group in addition to its Main Bid, the Bids must be marked as "Main Bid" and "Alternative Bid". Alternative bid(s) which do not conform to the specifications, but meet the performance prescribed in, or the objectives of, the specifications may be submitted. However, only the Alternative Bid of the Bidder whose Main Bid is the lowest evaluated bid will be considered.
- A Bidder, who wishes to have its Alternative Bid(s) considered on an equal basis with all other (Main) Bids, must submit a Bid Bond for each Alternative Bids, an Alternative Bid must be submitted in a sealed envelope clearly marked "Alternative Bid", separate from the Main Bid.
- 1.13 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to Bidding Documents in every respect will result in the rejection of the Bid.
- 1.14 All prospective bidders are advised to read carefully all terms & conditions enunciated in the Tender Documents prior to filling / submission of their quotation.

2. **BID PRICES:**

- 2.1. Firm Bid Prices must be quoted as per format of schedule of requirement (SOR).
- 2.2. Bidding form Annexure-B & B-1 must also be duly filled-in, stamped and signed by authorized representative of Bidder.
- 2.3. Prices must be quoted in Pakistani currency inclusive of all taxes and duties, indicating unit price and total Bid prices. GST must be quoted separately along with copy of GST Certificate. Bids offering prices in foreign currency will be rejected. Conditional bid / bid having any prices adjustment formula will also are rejected.
- 2.4. Prices must be quoted including all charges like handling, loading, transportation and un-loading, Octroi and Zila Tax etc. for delivery of material at Purchaser's stores located at **Tando Alam Oil Complex OGDCL Hyderabad**

- 2.5. Quoted price shall be valid for 120 days from the opening date of the Financial Bid.
- 2.6. Technical brochure/literature confirming Size, Brand & Country of Origin of quoted items/material must be attached with the Technical Bid (where deemed necessary).
- 2.7. Any quotation not confirming to Clause 2.1 to 2.6 shall be rejected without any right of appeal.

3. SEALING AND MARKING OF BIDS:

- 3.1. The Bidder shall furnish Technical & Financial bids in two separate sealed envelopes.
- 3.2. Technical Bids will be opened first.
- 3.3. Bid security must be attached with technical bid.
- 3.4. Financial Bid of Technically responsive bidders will be opened publicly.
- 3.5. Financial Bids of technically non responsive bidders will be returned unopened after technical evaluation.
- 3.6. The bid shall be submitted in a sealed envelope (consisting of technical and financial bids) marked as under:-

Mailing Address:

Regional Coordinator (Hyderabad)

Regional Office OGDCL

Banglow #75-A/2, Sindh Muslim Housing Society, Qasimabad, Hyderabad,

Tel # 022-9240002-03. Fax # 022-9240004

E-mail: rchyderabad@ogdcl.com

Envelope shall also bear the word "CONFIDENTIAL" and following identifications:-

<u>Tender Enquiry No.</u>(CSR#6041/2017)," "Procurement and Supply Furniture Items for OGDCL-SEF Tando Alam Mari School Hyderabad"

DON'T OPEN BEFORE 1100 HRS ON (tender opening date as per tender notice)

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

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

4. DEADLINE FOR SUBMISSION OF BIDS:

All Bids must be delivered/ dropped in the Office of Regional Coordinator (Hyderabad) Regional Office OGDCL Banglow #75-A/2, Sindh Muslim Housing Society, Qasimabad, Hyderabad, Tel # 022-9240002-03, Fax # 022-9240004, on or before the prescribed deadline in tender notice.

5. LATE BIDS:

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

6. BID OPENING:

- 6.1. OGDCL will open the Technical/Financial Bid(s), in the presence of bidder's representative(s) who may chose to attend on date, time & location mentioned in the tender notice.
- 6.2. The bidder's names, bid prices (with or without discount) including bid price modification and bid withdrawals, if any, and the submission of requisite Earnest Money will be announced at the time of Financial bid opening.
- 6.3 OGDCL will examine the bids to determine whether they are complete, no computational errors have been made, the required sureties have been furnished, documents have been properly signed, and the bids are generally in order.
- 6.4 Arithmetical errors found will be corrected as follows:
- 6.4.1 Where there is a discrepancy between amount in figures and word, the amount in word will prevail.
- 6.4.2. Where there is a discrepancy between the unit price and the total amount derive from the multiplication of the unit price and the quantity, the unit price as quoted will govern, unless there is an obvious gross arithmetical error in unit price, in which event, the extended amount quoted would prevail.
- 6.4.3. In case the due date of bids opening falls on a holiday, the bids shall be opened on the next working day.

7. <u>DETERMINATION OF RESPONSIVENESS</u>:

- 7.1. After opening of the bids, OGDCL will determine whether each bid is substantially responsive to the requirements of the bidding documents.
- 7.2. For the purpose of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviation. A material deviation is one which means in-consistent with the bidding document, affects in any substantial way the scope, quality or prescribed delivery schedule or which limits in any substantial way, the purchaser's right or the bidder's obligation under the contract.
- 7.3. A bid determined to be a non-responsive will be rejected by OGDCL and shall not subsequently be made responsive by the bidder by correction of the non-conformity.
- 7.4. The purchaser may waive any minor deviation non-conformity or irregularity in a bid, which does not constitute a material deviation, provided that the waiver does not prejudice or affect the relative standing order of other bidder(s).
- 7.5. To assist in determining a bid's responsiveness the bidder may be asked for a clarification of his bid. The bidder is not permitted, however, to change bid price or substance of his bid.

8. ISSUANCE OF LOCAL PURCHASE ORDER (LPO):

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

8.2. Terms & Conditions (General) of LPO are available at Annexure-E.

9. PERFORMANCE BOND:

- 9.1. The successful bidder will have to submit a performance bond in the shape of bank guarantee equal to 10% of total value of order exclusive of GST, from any schedule bank in Pakistan as per format attached at Annexure-F within 15 days of the receipt of Purchase Order.
- 9.2. In case the successful bidder fails to furnish performance bond as per clause 10.1, the firm shall be debarred from participation in any future tender of the purchaser in addition to the action taken against such bidder as per clause 3.5(b).
- 9.3. The purchaser reserves the right to check the authenticity of performance bond from the concerned Bank.

10. PAYMENT:

- 10.1. Progressive Payments will be made as per following payment milestones on the completion of works:
 - 10.1.1. 100 % after delivery of material & punch list clearance and provisional acceptance by OGDCL/ Engineering Consultant

11. <u>DELIVERY SCHEDULE</u>:

11.1 ""Procurement and Supply Furniture Items for OGDCL-SEF Tando Alam Mari School Hyderabad"" against this tender is to be completed <u>WITHIN 06 weeks</u> from the date of receipt of firm purchase/work order.

12. EXTENSION IN THE DELIVERY / COMPLETION PERIOD:

- 12.1. Providing of the services shall be made by the supplier in accordance with the given delivery schedule in purchase order.
- 12.2. The supplier may claim extension of the time limits as set forth in the purchase order in case of:-
 - 12.2.1. Changes in Scope of Work or in the specifications of goods, material & equipment by the OGDCL.
 - 12.2.2. Delay in provision of clarifications regarding material, drawings and services by the OGDCL
 - 12.2.3. Force Majeure pursuant to clause 15.
- 12.3. Justified reasons subject to a written request high-lighting the same within a period of seven working days prior to expiry of delivery period mentioned in Purchase Order.
- 12.4. It should be noted that a request for extension in delivery/ completion period shall be considered only if the supplier/ contactor agrees in writing to pay any increase in taxes or any other charges levied by the government during the extended delivery period. OGDCL shall not bear any additional price increase during the extended period.

- 12.5. In case of extension in delivery period, the supplier/ contactor will extend validity of Performance Bond accordingly at his cost.
- 12.6. If the supplier/ contactor fails to supply/ complete the ordered services for any reason, within stipulated time, his Performance Bond with the purchaser shall be forfeited and material shall be purchased from elsewhere at his risk and cost.

13. **PENALTY.**

- 13.1. For failure to comply with delivery schedule of purchase order, penalty will be imposed on defaulting supplier as under:-
 - 13.1.1. @ 1 % of the cost of entire order (excluding GST) or of such items as remains unsupplied for every day up to maximum of 15% for 10 days exceeding the delivery period.
 - 13.1.2. If the material is not supplied even after paying penalty for 10 (ten) consecutive days. OGDCL reserves the right to cancel supply order and to obtain the required items from elsewhere at your risk and cost.
 - 13.1.3. In case suppliers fails to deliver the goods against order, the purchaser reserves the right to claim interest/financial charges from the supplier on the amount of advance paid to him as per terms/conditions of order for such a period the supplier has detained the amount of advance.

14. FORCE MAJEURE:

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

15. INSPECTION AND TEST:

- 15.1. The OGDCL's representative(s) shall have the right to inspect and/or test the goods to confirm their conformity with respect to specifications mentioned in the Purchase Order. The representative of Field Manager Tando Alam Oil Complex (TOC) will witness the inspection (where so required).
- 15.2. Should any inspected or tested goods fail to conform to the specifications the purchaser shall reject them and supplier shall replace the rejected goods. All costs incurred on such replacement shall be entirely born by the supplier.

- 15.3. Rejected material/ work shall be moved/ replaced by the supplier within 07 days from the receipt of letter/fax issued by the Field Manager Qadirpur Gas Field. The supplier shall be liable for the storage charges @ ½% (half percent) of the cost of rejected material on every day basis, if the same is not removed within seven days.
- 15.4. Acceptance/rejection of the material by 3rd party will be final and binding on both the parties.

16. WARRANTY:

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

17. QUALIFICATION OF SELECTED BIDDERS:

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

18. LITIGATION CLAUSE:

- 18.1. without prejudice to other right of the Company, tenderers, their subcontractors and other suppliers shall be disqualified from participating in the bidding process if:
 - 18.1.1. they are or have been at any time during the past five year, involve in litigation, arbitration or any other dispute or even that may in the opinion of the company, have material adverse effect on the Tender's ability to perform the Contract.
 - 18.1.2. Its involvement in litigation is chronic.
 - 18.1.3. Its past conduct or execution of works under contract has been poor.
- 19. You are encouraged to inform Managing Director & Head of Department on the following addresses/contacts, in case where any OGDCL employee ask for any type of favor whether monetary or in kind:-

| DESIGNATION | ADDRESS | TEL# | FAX# | E. MAIL |
|-------------------|-------------|-------------|-------------|---------|
| Managing Director | OGDCL House | 051-9209701 | 051-9209708 | |

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

Mailing Address:

Regional Coordinator (Hyderabad)
Regional Office OGDCL
Bungalow #75-A/2, Sindh Muslim Housing Society, Qasimabad, Hyderabad,
Tel # 022-9240002-03, Fax # 022-9240004

BIDDING FORM (TECHNICAL BID)

Oil & Gas Development Company Limited Regional Coordinator (Hyderabad) Regional Office OGDCL Banglow #75-A/2, Sindh Muslim Housing Society, Qasimabad, Hyderabad, Tel # 022-9240002-03, Fax # 022-9240004

| Gentlemen, | | | |
|--------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|------------------------------------------------------|---------------------------------------------|
| 1. Having examined the is hereby acknowledged, we twith drawings, specifications | the undersigned offer to su | ipply & deliver «Descri | • |
| 2. We under take if our be specify days) from the date of | = | | days (Please |
| 3. If our bid is accepted, Order excluding GST, for due | * | - | 10% of the Purchase |
| 4. We agree to abide by days (<i>Please specify days</i>) fro us and may be accepted at any by us. 5. Until a formal Purcha | m the date fixed for receive y time before the expiry o | ving the same & it shall: f that period or any exte | remain binding upon nsion thereof agreed |
| thereof, shall constitute a bin accept the lowest priced or an | ding contract between us | | |
| Dated this | day of | 200 | |
| | | | (Signature) (In the capacity of) |
| Duly authorized to sign B | id for and on behalf of | | |
| (Signature of Witness) Name: - | | | |

BID SUMMARY SHEET TENDER NO. (CSR#6041/2017) (TO BE ATTACHED WITH TECHNICAL BID)

| 1. | Bidder Name | : | | |
|-------|-------------------------------------------------------------------------------------------|---------------------------------|-----|----|
| | a. Addressb. Phonec. Fax Nod. E-mail Address | | | |
| 2. | Manufacturer Name & | : | | |
| | a. Country of Originb. (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 T | ECHNICAL Bid: | Yes | No |
| 9. | Any Deviation | : | | |
| | | | | |
| Signa | ture | : | | |
| Name | & Designation | : | | |

BIDDING FORM (FINANCIAL BID)

Oil & Gas Development Company Limited

Regional Coordinator (Hyderabad) Regional Office OGDCL Banglow #75-A/2, Sindh Muslim Housing Society, Qasimabad, Hyderabad, Tel # 022-9240002-03, Fax # 022-9240004

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|--------|-----|----|-------|
| Gen | ١t١ | Am | nan |
| CICII | u | | IUII. |

| 1. Having examined the Bid is hereby acknowledged, we the with drawings, specifications Rs | undersigned offer to some of goods and control of the control of t | upply & deliver «Descr conditions of Tender words) (inclusive of all | ription» in conformity for the sum of |
|---------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|---------------------------------------|
| 2. Until a formal Purchase thereof, shall constitute a binding accept the lowest priced or any bi | g contract between us | | |
| Dated this | day of | 201 | |
| | | | (Signature) (In the capacity of) |
| Duly authorized to sign Bid for | or and on behalf of | | |
| | | | |
| (Signature of Witness) | | | |
| Name : Address : | | | |
| | | | |

BANK GUARANTEE AS EARNEST MONEY

| | Guarantee # Date of Issue : Date of Expiry : Amount : |
|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Region Region Banglo | Gas Development Company Limited al Coordinator (Hyderabad) al Office OGDCL w #75-A/2, Sindh Muslim Housing Society, Qasimabad, Hyderabad, 22-9240002-03, Fax # 022-9240004 |
| nereina | nsideration of |
| 1. | To 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. | 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. |

This guarantee shall be binding on us and our successors in interest and shall be irrevocable.

4.

(BANKER)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.

CERTIFICATE

| Submit | ted to OGDCL with | the reference to F | 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 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.

GENERAL TERMS AND CONDITIONS

- 1. **GENERAL:** These terms and conditions shall form an integral part of this Local Purchase Order and both the Supplier/Seller and the Purchaser shall be bound by all the provisions contained hereunder.
- 2. **DELIVERY:**
 - a. The material strictly according to specification must be delivered through Delivery Challan in triplicate at the place and within the time mentioned in this order (on reverse) by you at your own expenses {excluding a grace period of 10 (Ten) days for postal delivery of this Purchase Order}.
 - b. Time is of the essence of this order.
- 3. **EXTENSION IN SUPPLY PERIOD:** Supply period may be extended in exception cases provided that;
 - a. Force Majeure case is established by the Supplier.
- 4. **INSPECTION:** All items of this order will be subject to acceptance/rejection by the Inspection Committee/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 Field Manager Uch Gas Field. The Supplier will be liable to pay storage charges @ ½ % of the cost of rejected material on every day basis if the same is not removed within 07 days. After 10 days the penalty will be charged at the rate of 5% per day with the supplier's maximum liability under this clause not to exceed 15% of the total value of the Purchase Order.
- 5. **PENALTY:** For failure to comply with Delivery Clause, penalty shall be imposed on the Supplier as under:
 - a. @ 1 % of cost of entire order or such items as remain un-supplied for every day upto a maximum of 15% for 10 days exceeding the delivery period.
 - b. If the material is not supplied even after paying penalty for 10 (ten) consecutive days. OGDCL reserves the right to cancel the supply order and to obtain the required items from elsewhere at your risk and cost.
- 6. **<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 | OGDCL | 051-9209701 | 051-9209708 | |
| | DIRECTOR | JINNAH AVENUE, | | | |
| | | ISLAMABAD | | | |
| I | | | | | |

- 8. **GOVERNING LAW:** This Local Purchase Order and any matter relating thereto shall be governed by the laws of Pakistan.
- 9. <u>WARRANTIES:</u> 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

| | Guarantee # Date of issue: Date of expiry: Amount: |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Regiona Regiona Banglov | Gas Development Company Limited al Coordinator (Hyderabad) al Office OGDCL w #75-A/2, Sindh Muslim Housing Society, Qasimabad, Hyderabad, 22-9240002-03, Fax # 022-9240004 |
| M/ssuppli | sideration of your issuance of Local Purchase Order # / / dated to called supplier and in consideration for value received from er we (Please mention name of Bank) at the request of M/s. (Please mention name of supplier) 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 30 (Thirty) days from the date of delivery of last consignment of material 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 delivery of last consignment of the material 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. |
| 5. | 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.

OIL AND GAS DEVELOPMENT COMPANY LIMITED

Name of Work: Supply of Furniture for OGDCL-SEF, Tando Alam Mari School, Distt. Hyderabad. BIL OF QUANTITIES

| S.No | Description | Quantity | Unit | Unit price | Total Cost |
|------|---------------------------------------------------------------------------------------------------------------------------|----------|------|---------------|------------|
| 1 | Iron made file cabinets required for office record, 18"x25"x60", as per specifications and picture attached. | 4 | No | | |
| 2 | Wooden staff tables required for office staff 3'x6', as per specifications and picture attached. | 4 | No | | |
| 3 | Iron made chairs required (fixed sitting Queue), as per specifications and picture attached. | 4 | No | | |
| 4 | Wooden computer Tables for office workstations required 3'x6', as per specifications and picture attached. | 4 | No | | |
| 5 | Iron made folding chairs for students, as per specifications and picture attached. | 30 | No | | |
| 6 | Wooden benches required for students Size 6'x2', as per specifications and picture attached. | 20 | No | | |
| 7 | Steel made shelves required for books keeping, size 6'x4', as per specifications and picture attached. | 4 | No | | |
| 8 | Iron made shelves/almirah required for classroom keeping material size 6'x4', as per specifications and picture attached. | 12 | No | | |
| 9 | Steel made flexible chairs required for computer Lab, as per specifications and picture attached. | 45 | No | | |
| 10 | Wooden book shelves required for keeping copies & books in class size 4'x1.5'x3' | 12 | No | | |
| 11 | Wooden desk required for students in classroom size 3.5 ft, as per specifications and picture attached. | 175 | No | | |
| 12 | Iron made book case for keeping Encyclopedia size 2'x2'x5', as per specifications and picture attached. | 12 | No | | |
| | Total Quoted cost including all taxes except GST. | | Rs. | | |
| | GST (16%) of quoted cost. | | Rs. | | |
| | Total Quoted cost inclusive of GST. | | Rs. | | |
| | | | | | |

| | B- Furniture | | Qty |
|-----|-------------------------|-------------------------------------------------------------|-----|
| .No | Item | Description Iron Made Cabinets required for office Record | 04 |
| 1 | Record Storage Cabinets | 5ft Cabinets | |
| | | Wooden Staff Tables Required for Office Staff | 04 |
| 02 | Staff Office Tables | 3x6 | 04 |
| 03 | Visitors Chairs | Iron Made chairs required (Fixed Sitting Queue) | |
| 04 | Tables / Work stations | Wooden Computer Tables for Office Workstations required 3x6 | 30 |
| 05 | Folding Chairs | Iron Made Folding chairs for Students | 30 |

| | | | 20 |
|----|----------------------|---------------------------------------------------------------------|----|
| | Benches | Wooden benches required for students Size 6x2 | |
|)7 | Library Shelf | Steel made shelves required for keeping Books Size 6x4 | 04 |
| 08 | Classroom Shelf | Iron made Shelves required for Classrooms keeping material Size 6x4 | 12 |
| | | | |
| 09 | 9 Computer Lab Chair | Steel made Flexible chairs required for Computer Lab | 45 |

| .00 | Book Shelf | Wooden Shelves required for keeping copies & books in class Size4x3 | 12 |
|-----|--------------------|---------------------------------------------------------------------|-----|
| 11 | Student Desk | Wooden Desks required for students in classroom Size 3.5ft | 175 |
| 12 | Book Case Moveable | Iron made Book Case for keeping Encyclopedia Size 5x2 | 12 |