



**OIL AND GAS DEVELOPMENT COMPANY LIMITED
QADIRPUR GAS FIELD/PLANT, GHOTKI SINDH**

ANNEXTURE-A (SCOPE OF WORK / SCHEDULE OF REQUIREMENT)

"Hiring of Services for Repair / Refurbishment of Valves at multiple locations of Plant"

JOB # 1	TAG	DESCRIPTION	PARENT	MANUFACTURER	MODLE /TYPE	RANGE	SIZE RATING	Activities	Unit Cost	Total Cost
1	26-PCV-102	CONTROL VALVE	A-2603 A-E	PARCOL	1-2471 DR SIZE 20" CV 14200	3-15 PSIG	20" 600 RF	Dismantling / Installation of Valve along with Gaskets. (Repair not in contractors scope of work)		
2	97-PCV-9763	CONTROL VALVE	E-9703	FISHER	1052.12"	4-20 MA	12" 300 RF	Dismantling / Installation of Valve along with Gaskets. (Repair not in contractors scope of work)		
3	20-BDV-151	ON-OFF VALVE	M-2001	NELES JAMESBURY	WWP1BL.6.4.BJ.12.LS.SV	60-100 PSIG	4"x600RTJ	Dismantling of Valve Function Test of Valve Repair of Valve HydroTesting of Valve Installatino of Valve at site along with Gaskets		
4	20-ESDV-105	ON-OFF VALVE	M-2001	NELES JAMESBURY	WWP1BL.6.4.BJ.12.LS.SV	0 - 03 PSI	4"x600RTJ	Dismantling of Valve Function Test of Valve Repair of Valve HydroTesting of Valve Installatino of Valve at site along with Gaskets		
5	20-ESDV-106	ON-OFF VALVE	M-2001	NELES JAMESBURY	WWP1BL.6.4.BJ.12	60-100 PSIG	4"x600RTJ	Dismantling of Valve Function Test of Valve Repair of Valve HydroTesting of Valve Installatino of Valve at site along with Gaskets		
6	20-ESDV-111	ON-OFF VALVE	M-2001	BIFFI	ALGAS.6C.3800.635.CL	60-100 PSIG	10" 600 RF/RTJ	Dismantling of Valve Function Test of Valve Repair of Valve HydroTesting of Valve Installatino of Valve at site along with Gaskets		
7	11-ESDV-101	ON-OFF VALVE	EASTERN HEADER				26"	Dismantling / Installation of Valve along with Gaskets. (Repair not in contractors scope of work)		
8	11-ESDV-201	ON-OFF VALVE	NORTHER HEADER				30"	Dismantling / Installation of Valve along with Gaskets. (Repair not in contractors scope of work)		
9	20-ESDV-109	ON-OFF VALVE	EASTERN HEADER				26"	Dismantling / Installation of Valve along with Gaskets. (Repair not in contractors scope of work)		
10	20-ESDV-110	ON-OFF VALVE	NORTHER HEADER				30"	Dismantling / Installation of Valve along with Gaskets. (Repair not in contractors scope of work)		
11	20-PCV-102B	CONTROL VALVE	M-2001	Chines NZKY			12" RF	Dismantling / Installation of Valve along with Gaskets. (Repair not in contractors scope of work)		
12	20-PCV-9085	CONTROL VALVE	M-2001	FISHER	667.70/ET.6"/646	0-100 %	6" 600 RTJ	Dismantling / Installation of Valve along with Gaskets. (Repair not in contractors scope of work)		
13	20-PCV-92201	CONTROL VALVE	M-2002	FISHER	667/ET.6	3 - 15 PSI	6" 600 RTJ	Dismantling / Installation of Valve along with Gaskets. (Repair not in contractors scope of work)		
Job # 2	Servicing of 10" manual valves on suction line of 09 PD compressors.								Unit Cost	Total Cost
i	Dismantling of 10" Manual Ball Valves of 09 PD Compressors (10" Ball Valve 600 # , RF)						No	9		
ii	Servicing of Ball Valve / Repair of Passing Problem (Valve repair Kit / Spare parts to be provided by OGDCL)									
iii	Hydrotesting of all Ball Valves (10" Ball Valve 600 # , RF)									
iv	Installation of repaired 10" Manual Ball Valves of 09 PD Compressors									

TERMS AND CONDITIONS

1	All the participating companies must have atleast 5 years experience in repair / Servicing of Valves at Major Oil and gas Plants. Bidder should provide relevant documents in Bid as proof.
2	Contractor to provide Good Performance certificate from its pervious job / works regarding repair of Valves in Oil & Gas Industry.
3	All participants should carefully read Terms & Conditions provide along with Tender documents. Bidder should quote Unit Price after completely understanding its Roles & Responsibilities.
4	Each Bidder "If deem necessary" can visit the OGDCL site to physically check each job / activity before bid submission.
5	Total time available for job is 05 days i.e. Tentatively between 1st Oct-2022 to 07-Oct -2022. All jobs must be completed within this time period.
6	After issuance of Formal Service order contractor to mobilize its Equipment, Labor, Staff, Utilities etc. within 01 week or at a time provided by the client.
7	In case of any delay in completion of activities and startup of plant due to contractor. Contractor will be held responsible and will be liable to 15% panelty as LD charges as per company policy.
8	Payment will be made through Cross Cheque within 90 after completion of jobs as per SOR and complete submission of Invoice documents.
9	Partial Payments will not be made, in any case.
10	All participating companies must have valid NTN, STRN, GST Registration etc. with FBR & Sindh Revenue Board.
11	Invoice documents Includes Commercial Invoice, Sales Tax Invoice & Annexure-C
12	Each job to be quoted separately. Unit rates shall prevail for calculation basis.



TENDER DOCUMENTS

TENDER ENQUIRY NO: TE/ 10000641/QP-MECH/2022

“HIRING OF SERVICES FOR REPAIR / REFURBISHMENT OF VALVES AT MULTIPLE LOCATIONS OF PLANT”

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

ISSUING DATE: 26-AUG-2022

BID SUBMISSION DATE: 08-SEP-2022

OGDCL SALES TAX REGISTRATION

NO. 07-02-2802-001-55

INVITATION FOR BIDS

BIDDING DOCUMENT

TENDER NO: TE/ 10000641/QP-MECH/2022

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ANNEXURE:

- A SCHEDULE OF REQUIREMENT**
- A-1 GENERAL TERMS & CONDITIONS**
- B BIDDING FORM & BID SUMMARY SHEET (TECHNICAL BID)**
- B-1 BIDDING FORM & BID SUMMARY SHEET (FINANCIAL BID)**
- C BANK GUARANTEE AS EARNEST MONEY (FORMAT)**
- D DECLARATION OF FEES, COMMISSION & BROKERAGE ETC(CERTIFICATE)**
- E LOCAL PURCHASE ORDER (FORMAT)**
- F BANK GUARANTEE AS PERFORMANCE BOND (FORMAT)**
- G BANK GUARANTEE FOR ADVANCE PAYMENT (FORMAT)**

OIL & GAS DEVELOPMENT COMPANY LIMITED
QADIRPUR GAS FIELD/PLANT, GHOTKI SINDH

NO: - TE/ 10000641/QP-MECH/2022

Dated: 26-08-2022

SUBJECT: “Hiring of Services for Repair / Refurbishment of Valves at multiple locations of Plant”

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/Tender/Tender_downloads_MasterSet_of_Tender_Documents_Local.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 Technical & Financial Bids submitted without due date & time will be opened publicly. Technical & Financial evaluation report will be published on OGDCL’s website before award of formal Purchase order.

1. **INSTRUCTIONS TO BIDDERS:** -

- 1.1 Only the Bids of bonafied buyers of Tender Document will be entertained. The Bidder shall bear all cost associated with the preparation and delivery of its Bid, and the Purchaser will in no case be responsible or liable for those costs.
- 1.2 In case of any doubt as to the meaning of any portion of the Specifications or other Terms and Conditions, Bidder may seek clarification of the same in writing, but not later than two weeks prior to deadline for submission of bid prescribed by the Purchaser.
- 1.3 At any time prior to the deadline for submission of Bids, a modification in bidding document in the form of an addendum may be issued in response to a clarification requested by a respective Bidder or even whenever the Purchaser considers it beneficial to issue such a clarification and/or amendment to all Bidders. Any clarification/amendment issued (in general) shall be addressed to all the prospective Bidder(s) who have purchased the Tender Document.
- 1.4 Bidders are required to submit their Bid, which will bear words “**CONFIDENTIAL**” and Tender # **TE/ 10000641/QP-MECH/2022**
“Hiring of Services for Repair / Refurbishment of Valves at multiple locations of Plant”
- 1.5 The Purchaser does not take any responsibility for collecting the Bids from any Agency.
- 1.6 The Purchaser reserves the right to increase or decrease the quantities or may cancel any or all items shown in the Schedule of Requirement, without assigning any reason thereof.
- 1.7 The Purchaser Reserve the right to have the items inspected by its own representative, or by 3rd party at its own cost (if required).

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

2. **BID PRICES:**

- 2.1. Firm Bid Prices must be quoted as per format of schedule of requirement (SOR).
- 2.2. Bidding form Annexure-B & 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 unloading, Octroi and Zila Tax etc. for delivery of material at Purchaser’s stores located at **QADIRPUR GAS FIELD.**
- 2.5. Quoted price shall be valid for 120 days from the opening date of the Technical & 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 a single sealed envelope.

- 3.2. Technical & Financial Bids will be opened together publicly on Bid Opening date & time.
- 3.3. The bid shall be submitted in a sealed envelope marked as under: -

I/C Mechanical Section

Qadirpur Gas Field,
Oil & Gas Development Company Limited
Ghotki, Sindh-Pakistan
Phone No. Direct: 072-3660683/4 (Ext. 205)
0723-660679
Fax No. 072-3660676
E-mail: mechanical_qp@ogdcl.com

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

Tender Enquiry No: TE/ 10000641/QP-MECH/2022

“Hiring of Services for Repair / Refurbishment of Valves at multiple locations of Plant”

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

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

4. DEADLINE FOR SUBMISSION OF BIDS:

- 4.1. All Bids must be delivered/ dropped in the Office of I/C Mechanical Qadirpur Gas Field on or before the prescribed deadline of bid opening date.

5. LATE BIDS:

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

6. BID OPENING:

- 7.1. 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 above.

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

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

- 7.4 Arithmetical errors found will be corrected as follows:

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

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

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

7. DETERMINATION OF RESPONSIVENESS:

7.1. After opening of the bids, the purchaser 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 the purchaser 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. The purchaser 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. DELIVERY SCHEDULE:

12.1 "Hiring of Services for Repair / Refurbishment of Valves at multiple locations of Plant".

Against this tender is to be completed within **05 DAYS** from the date of handing over of site / jobs to Contractor.

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 Qadirpur Gas Field 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 supplier 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	
I/C Mechanical Section	Qadirpur Gas Field	072-3660683/4 0723660679	072-3660676	mechanical_gp@ogdcl.com planning_gp@ogdcl.com

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

I/C Mechanical Section

Qadirpur Gas Field,
Oil & Gas Development Company Limited
Ghotki, Sindh-Pakistan
Phone No. Direct: 0723-660732
0723-660679
Fax No. 072-3660676
E-mail: mechanical_qp@ogdcl.com

OIL AND GAS DEVELOPMENT COMPANY LIMITED
QADIRPUR GAS FIELD

P.O. Box No. 19
District Ghotki, Sindh
Tel.: 0723-660679
Fax: 0723-660676
Email: pm_qp@ogdcl.com



GENERAL TERMS & CONDITIONS

- 1- Tentative timeline for execution of Job at Qadirpur gas field is from 1st Oct – 07 Oct, 2022, whereas duration for the execution of Complete job will be maximum 05 days. Contractor will have maximum 05 days to execute the job completely.
- 2- OGDCL reserves the right to change (increase/decrease) the scope of work at any stage keeping in view the operational requirements.
- 3- Contractor must visit site to confirm the provided scope of work by OGDCL for bidding and clarification (if required).
- 4- The works are to be carried out on a fast track basis and it is, therefore, essential that the Contractor must execute the work on a round the clock basis (24 hrs.) including any kind of guzzetted holidays.
- 5- Contractor must depute its supervisors to Qadirpur gas field few days prior to job for understanding and handing over of material as per activity.

OGDCL RESPONSIBILITIES

1. Only land (for placement of caravans) for lodging (accommodation) will be provided to the Contractor's Manpower (If any). Contractor will plan for accommodation, Transportation etc. of its Labor / Staff.
2. In case of any delay in completion of job and startup of plant due to contractor. Contractor will be held responsible and will be liable for penalty as per company policy.
3. Direct Material i.e. Gaskets (only for Box up, Blinding, Isolation etc.) and Spare parts for repair of valves etc. will be provided by OGDCL.
4. Provision of Nitrogen with pumping unit for purging and Pressure testing is in OGDCL scope.
5. OGDCL will provide Isolation Plan for positive Isolation of Vessels, pipelines etc. for safe execution of job.

OIL AND GAS DEVELOPMENT COMPANY LIMITED

QADIRPUR GAS FIELD

P.O. Box No. 19

District Ghotki, Sindh

Tel.: 0723-660679

Fax: 0723-660676

Email: pm_qp@ogdcl.com



CONTRACTOR'S RESPONSIBILITIES

HSEQ

Contractor will follow OGDCL HSEQ Policy in addition to all governmental regulations applicable to the scope of work for implementation of safe execution of each activity with zero-injury. In case of any accident, OGDCL will not be liable for any claim like insurance etc.

- 1- Contractor shall submit, the detailed documents as follows, before start of Job,
 - a. HSE Risk Assessment
 - b. JHA/JSAs of the relevant Jobs
 - c. Emergency Preparedness and Response Plan.
- 2- Contractor shall strictly follow Work-to-Permit System and shall provide plan of activities in advance, submit THAs/JHAs where required and engage only certified staff for the hot jobs.
- 3- Contractor shall develop and ensure Toolbox Talk Program on Safety, Health and Environmental matters in daily HSE briefings by its HSEQ Rep.
- 4- Contractor shall immediately report to OGDCL representative all significant and important incidents involving fatality, injury, illness, environmental impacts, near hits, and/or hazardous situations.
- 5- Contractor shall submit to OGDCL representative an HSE Performance Review Report on regular basis.
- 6- Contractor will be responsible for housekeeping, clean up trashes, spills, food waste, spill of chemicals, oils, whereas potentially hazardous wastes to be immediately reported to OGDCL HSEQ representative. Further any used material will be transported to store yard by contractor.
- 7- Contractor shall provide orientation on Emergency Preparedness and Response Procedure to its team and ensure that its personnel are well aware of what procedures are in practice and who is to notify in the event of any emergency.
- 8- Arrangement of all the safety equipment & PPE's i.e. Gloves, Helmet, Safety glasses Harness, respirators etc. for contractor employees is contractor's responsibility.
- 9- Mobiles, photo camera, cigarettes, lighter etc. are prohibited in the plant premises and contractor should ensure this.

OIL AND GAS DEVELOPMENT COMPANY LIMITED

QADIRPUR GAS FIELD

P.O. Box No. 19

District Ghotki, Sindh

Tel.: 0723-660679

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Email: pm_qp@ogdcl.com



- 10-Contractor should arrange HSE I/C, supervisors, inspectors, first aid providers, hole watcher, rescuer, fireman and housekeeping man as per work plan activities.
- 11-Contractor will hire certified crane operator, scaffolder, rigger, drivers, welders, fabricators etc.
- 12-Each contractor's employee will wear its provided ID card in the premises of plant, ID card will be provided by the contractor displaying name & craft of each employee. Contractor will follow standard color coding of Safety Helmets for recognition of relevant section personal's.
- 13-In case of any accident / emergency, OGDCL will provide only general first aid whereas any other medical treatment would be the responsibility of contractor.
- 14-In case of any injury, workmanship compensation of contractor's staff will be contractor's responsibility.

FIELD WORK

- 1- All Tools, consumables, and any other indirect material for execution of each job will be Contractor's responsibility. Consumables include all the necessary items i.e. WD-40, Cotton rags, Hand Gloves, RTV, Contact cleaner, Insulating Gloves etc. Contractor must submit a complete list of Tools & consumables to the client prior to start of Job.
- 2- Transport of material / spares etc. from QP-Store to Field (job execution site) will be contractor's responsibility. OGDCL will only issue the material from store.
- 3- Provision of Electricity at camp/residence area/ outside plant fence for contractor labor, caravans etc. is solely responsibility of contractor.
- 4- Arrangement of, Crane, Fork lifters, loading Haib, along with all type of lifting & rigging tools etc. (with Valid Third party certificates) suitable to carry out the activities within stipulated time frame will be contractor's responsibility. Contractor will also arrange fuel for operation of these vehicles.
- 5- Removal/Re-installation of insulation Cladding where applicable shall be the responsibility of Contractor.
- 6- Contractor will arrange 24V explosion proof lighting arrangement for working at night.
- 7- All necessary arrangements for pressure testing of valves, Pipe lines, tubes i.e. Test bench, Gaskets, blind flanges, Hose pipes, gauges etc. will be contractor's responsibility.

OIL AND GAS DEVELOPMENT COMPANY LIMITED

QADIRPUR GAS FIELD

P.O. Box No. 19

District Ghotki, Sindh

Tel.: 0723-660679

Fax: 0723-660676

Email: pm_qp@ogdcl.com



- 8- Facilities for the repair of manual valves & as per work scope requirement will be contractor's responsibility.
- 9- Contractor will arrange Machining facility at site / workshop if required.
- 10- Contractor should submit the Testing certificate / Inspection certificate / hydrotesting certificate / Functional test certificate etc. duly signed and witnessed by owner and contractor as per standard quality procedure on daily basis.
- 11- Chemicals arrangement for miscellaneous cleaning jobs for valves etc. will be responsibility of the contractor. The contractor will be responsible for safe handling and execution of chemical cleaning activities.
- 12- Scaffolding erection and dismantling along with scaffolding material for all the work at height jobs will be contractor's responsibility.
- 13- Hydra tight equipment along with operator will be contractor responsibility.
- 14- Only provision of Electricity will be provided by OGDCL at plant. OGDCL will only highlight the power source in area. Installation, Cable laying, Termination, connection, shifting of leads, DB's lightning etc. will be contractor responsibility for all jobs.
- 15- Arrangement of Electrical Supply Boards/Cables/Lighting/Electrical Tools along with Miniature Circuit Breakers (MCB), Molded Case Circuit Breakers(MCCB) and Earth leakage circuit breaker (ACB/ELCB etc.) to provide electrical supply/Lighting at different work location as per HSE standard (such as insulation of Electrical Tools where required etc) will be responsibility of the contractor.
- 16- Contractor will be responsible for any blinding/De-blinding required for any Job.

GENERAL ARRANGEMENTS

- 1- Technical manpower must be qualified / skilled and have at least five years' experience in its trade in the field of Major Oil & Gas Plants. Contractor skilled manpower will be

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interviewed by OGDCL professionals in all disciplines (Mechanical, HSEQ etc.), if deemed necessary. Contractor should arrange the interview at their premises. Detailed CV's of direct manpower/supervisors is mandatory.

- 2- In-charge should be graduate engineers / DAE with at least 05 years of experience in Oil & Gas / petrochemical companies. Contractor must also provide QA / QC Engineers with 05 years of experience in relevant field.
- 3- All arrangement for boarding & lodging for contractor's manpower will be contractors responsibility. Only 03 Officers will be provided temporary residence & messing.
- 4- Arrangement of Camp utilities electricity, portable water, portable washrooms/toilets with their cleaning will be responsibility of Contractor.
- 5- Contractor must submit list of total no's of deployed manpower (cadre wise).
- 6- Contractor shall provide adequate meals / on-site refreshment twice in 12 hour shift and laundry services to their employees.
- 7- Contractor should ensure his manpower has no any kind of ammunition and narcotics. (Security concern)
- 8- Contractor should deploy its security personals to control the manpower's in/out movement at plant and field main gate with the coordination of OGDCL security Incharge.
- 9- Pick & drop of any type for contactor's manpower will be Contractors responsibility.

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TERMS & CONDITIONS

- 1- The contractor shall develop and submit a detailed work schedule including mobilization and preparatory works prior to job execution. OGDCL can change the time span & date of commencement as per operational requirement for job.
- 2- The Contractor shall quote separate rate for each activity against the quantities mentioned in the scope of work for overhauling of individual manual valves and other services.
- 3- The work shall be done, completed in all respects in accordance with the requirements and Owner's instructions/satisfaction at site.
- 4- The Quantities contained in the scope of work for each activity are estimated and liable to change (increase, decrease or omitted) when the work is actually executed. The Owner does not expressly or by implication guarantee that actual quantities of work to be performed will correspond to the scope of work submitted with this tender document. The payment to be made to the Contractor shall be based on the actual quantity of work performed.
- 5- The Contractor shall be responsible for carrying out all work, complete in all respects, according to the scope of work. Any item of work required for completion but not expressly indicated in the scope shall be deemed to have been included in the unit rates quoted by the Contractor.
- 6- Unit rates quoted by bidder shall be firm. No extra payments on account of escalation in prices due to any reason shall be admissible.
- 7- The Contractor shall be paid only for the work duly approved by Owner's representative. Any rework due to poor quality, demonstrated by NDT results & inspection by OGDCL shall be on Contractor's account.

References:

- ASME Sec II Part-C (Specifications for welding rods, electrodes and filler materials)
- ASME Sec IX (Welding and Brazing Qualifications)
- ASME B31.3 (Process Piping)
- ASME Sec V (Non Destructive Examination)

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- API-510 (Code for Inspection of pressure vessels repair, alteration and re-rating)
- API-572 (Inspection of Pressure Vessels)
- API-570 (Inspection, Repair, Alteration and re-rating of piping)
- API-598 (Valves Inspection & Testing)
- MSS-SP-61 (Pressure Testing of Steel Valves)
- NACE MR-0175
- OGDCL's Specifications

GENERAL TERMS AND CONDITIONS:

- A. BIDS MUST BE SUBMITTED UNDER SINGLE ENVELOPE BIDDING SYSTEM i.e. TECHNICAL & FINANCIAL BID COMBINED ON DUE DATE.
- B. TECHNICAL & FINANCIAL BIDS WILL BE OPENED TOGETHER ON BID OPENING DATE.
- C. BID BOND / BID SECURITY IS COMPULSARY, ANY BID SUBMITTED WITHOUT BID BOND / BID SECURITY WILL BE REJECTED OUTRIGHTLY.
- 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. 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-WISED OR FULL PASKAGE BASIS WITHOUT ASSIGNING ANY REASON. CONTRACTOR TO QOUTE COMPETITIVE PRICES FOR ALL OR ANY ITEMS ENABLE COMPANY TO DECIDE PURCHASE.**
- H. BIDDER SHOULD BE ABLE TO MOBILIZE ITS WORKFOCE / TEAM FOR JOB **WITHIN 01 WEEKS** AFTER ISSUANCE OF FIRM SERVICE ORDER.
- I. TIME PERIOD FOR COMPLETION OF JOB IS **05 DAYS** FROM THE DATE OF HANDOVER OF SITE TO CONTRACTOR
- J. 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
Qadirpur Gas Field,
Ghotki, Sindh-Pakistan

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 _____ 202_____

(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/ 10000641/QP-MECH/2022)
(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
Qadirpur Gas Field,
Ghotki, Sindh-Pakistan**

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 _____ 202__

(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/10000641/QP-MECH/2022)

(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
Qadirpur Gas Field,
Ghotki, Sindh-Pakistan**

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
Qadirpur Gas Field,
Ghotki, Sindh-Pakistan

TEL: : 92 072-3660683/4
(Ext.250,205,232)
FAX: : 92 072-3660676
EMAIL: : mechanical_qp@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:

- DELIVERY PLACE & PERIOD:** AT OUR _____ WITHIN _____ AFTER ISSUANCE OF LPO.
- PAYMENT CLAUSE:**
 - PAYMENT AFTER DELIVERY (OR)
 - PAYMENT AGAINST DELIVERY (OR)
 - _____ % ADVANCE PAYMENT AGAINST BANK GUARANTEE.
- PERFORMANCE BOND:** 10% PERFORMANCE BOND IN SHAPE OF BANK GUARANTEE AS PER CLAUSE # _____ OF TENDER DOCUMENTS MUST BE SUBMITTED WITHIN 10DAYS.
- INSPECTION:**
- 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 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. @ ½ % 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. **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, JINNAH AVENUE, ISLAMABAD	051- 9209701	051-9209708	
I/C Mechanical Section	Qadirpur Gas Field	072-3660683 Ext 205	0723-660732	mechanical_qp@ogdcl.com planning_qp@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
Qadirpur Gas Field,
Ghotki, Sindh-Pakistan**

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 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.
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
Qadirpur Gas Field,
Ghotki, Sindh-Pakistan

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 your 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)