

**MECHANICAL JOBS / SCOPE OF WORK****Web Tender No. TE/BOC/2024/MECH/02****HIRING OF SERVICES FOR EXECUTION OF MECHANICAL JOBS  
FOR ATA-2024 AT BOBI OIL COMPLEX**

Job ID	Sr no.	Description	Pre-ATA/ ATA	RATE PKR
<b>Area / Unit: Columns &amp; Separators</b>				
1	1	LPG Column's Overhead Condensers (E- 109 A /B) Fin Fan Cooler servicing/Fins & tubes External cleaning required.	ATA	
2	2	To rectify Crude Pre-Heaters (E-112A & B) Channel head gasket leakage.	ATA	
3	3	Crude Pre-Heaters (E-112A & B) & Condensate Heater (E-100) Shell internal cleaning and Tubes bundles inspection / cleaning required.	ATA	
4	4	Condensate R/D Coolers (E-111A & B) Fin Fan Cooler servicing/Fins & tubes internal cleaning required.	ATA	
5	5	Internal inspection / cleaning of H.P. Sep. (V-100), M.P. Separator (V-101), Flash Sep.-III (V-102), L.P. Separator (200-FA-002) & Test separator (200-FA-001) are required.	ATA	
6	6	Dismantling and box-up of filter vessel of Gas Filter Coalescer (S-100).	ATA	
7	7	Internal cleaning & inspection of LTS (V-108).	ATA	
8	8	Permanent Plate form required at hight of level troll at V-103, V-104, V-105,V-106 & V-107 K.O vessels.	Pre-ATA	
10	9	Cleaning of strainer at Gas inlet line of LP Comp K.O. Vessel (V-103) is required.	ATA	
<b>Area / Unit: Refregeration Package Area / Glycol Units MEG/TEG.</b>				
5	10	Internal cleaning of Glycol Flash vessel (V-201), Glycol surge drum (V-200), Glycol Regenerator (C-200) and Lean/Rich Glycol Exchangers (E-200) are required.	ATA	
6	11	Charcoal Filters replacement of Glycol Charcoal filters (S-201A & B) .	ATA	
7	12	Filter cartridges replacement of Glycol Particle Filter (S-200 A&B) .	Pre-ATA	

10	13	Condenser E-702 float valve to be replaced at New Refrigeration Package.	Pre-ATA	
11	14	Leakages rectification, cooling fins replacement, water distributor tray damaged for both sides of cooling tower for refrigeration unit, MOH required for both cooling tower pumps.	ATA	
<b>Area / Unit: L.P. Compressor (K-100)</b>				
1	15	Fins tubes insternal cleaning of the Suction/Discharge cooler are required.	ATA	
2	16	Internal tube cleaning of LP-Comp. discharge cooler, Engine / Compressor jacket water circuit required.	ATA	
<b>Area / Unit: M.P. Compressor (K-101)</b>				
1	17	Internal tube cleaning of MP-Comp. suction/discharge cooler, Engine & Compressor jacket water circuit.	ATA	
<b>Area / Unit: H.P. Compressors (K-102 A &amp; B)</b>				
1	18	Internal tubes cleaning of HP-A & HP-B Comp. discharge cooler ,Engine & Compressor jacket water circuit required.	Pre-ATA	
3	19	Fins tubes inspection & cleaning of the Suction/Discharge coolers of both HP-A& HP-B Compressors are required.	Pre-ATA	
7	20	Rectification or replacement of Vent valve on H.P. B Compressor.	Pre-ATA	
11	21	Suction Valve platform welding ia required due to high rate of vibration.	ATA	
13	22	Discharge NRV HP-B compressor passing, need replacement.	Pre-ATA	
14	23	Internal inspection of demister pad, flushing/de-blocking of the drain lines of HP-A/B Suction K.O. Vessel( V-106.).	ATA	
<b>Area / Unit: Feed Gas Compressor (K-103)</b>				
1	24	Ball valve at fuel line replacement required, hard to open.	ATA	
2	25	Two Nos. Ball valve 6 inch 600 class suction line of Feed Gas Compressor are faulty, replacement required.	ATA	
3	26	Internal tube cleaning of Feed Gas-Comp. discharge cooler ; Engine & Compressor jacket water circuit.	ATA	
<b>Area / Unit: Re-injection Compressors / Sales Gas Compressors (RIC-A &amp; RIC-B)</b>				
3	27	Inter Stages Fin fan coolers servicing / cleaning and greasing of both RIC- A and RIC-B is required.	Pre-ATA	
4	28	Fin Fan tubes inspection and internal tubes cleaning , specially Engine Jacket water tubes of RIC A & RIC-B.	Pre-ATA	

<b>Area / Unit: Raw &amp; Fire Water System</b>			
1	29	Fire water pumps , Raw water pump & Fire Water diesel Engines Pumps overhauling/servicing required.	<b>Pre-ATA</b>
2	30	Filter water pumps (P-2300 A&B) overhauling/ servicing required.	<b>Pre-ATA</b>
<b>Area / Unit: Gathering Area</b>			
1	31	Servicing & greasing of All Isolating valves installed in Wells gathering area is required for easy operation.	<b>ATA</b>
<b>Area / Unit: Miscellaneous Jobs</b>			
17	32	Leakages rectification from basins of cooling towers for Cat Gen Sets, MOH required for all cooling tower pumps.	<b>ATA</b>
<b>TOTAL</b>			
<b>SST</b>			
<b>GRAND TOTAL</b>			

# OIL AND GAS DEVELOPMENT COMPANY LIMITED

## BOBI OIL COMPLEX

Nawabad District Sanghar, Sindh

Tel.: 0235-809206

Email: bobi@ogdcl.com



**Dated: 08-07-2024**

### **TERMS & CONDITIONS (TORs) FOR ATA-2024 MECHANICAL JOBS**

- 1- Technical services are required for execution of Annual Turn Around (ATA-2024) Mechanical Jobs as per attached scope.
- 2- Tentative schedule of ATA-2024 at BOBI OIL COMPLEX is planned during SEP 11-19, 2024. whereas duration for the execution of ATA will be approx. 10 Nos. Days including depressurizing & start up. However, due to shortage of gas in the country, the contractor will be responsible for immediate mobilization of manpower & resources to comply all jobs, as approval for plant shutdown being obtained from Petroleum Ministry.
- 3- The contractor shall develop and submit a detailed work schedule including mobilization/demobilization and preparatory works prior to shut down. OGDCL can change the time span & date of commencement as per operational requirement for ATA.
- 4- OGDCL reserves the right to change (increase/decrease) the scope of the work at any time keeping in view the operational requirements.
- 5- The work shall be done, completed in all respects in accordance with the requirements and Owner's instructions/satisfaction at site.
- 6- 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.**
- 7- Unit rates quoted by bidder shall be firm. No extra payments on account of escalation in prices due to any reason shall be admissible.
- 8- The Contractor shall quote **Separate rate for each activity** against the quantities mentioned in the scope of work for repair works, modification jobs, repair/overhauling of individual manual valves, **shifting** and other services.
- 9- Contractor must quote unit rate per dia. inch of pipe welding & per Kg of structure welding that will also be applicable for any additional job during ATA.
- 10- The Contractor shall be paid only for the work duly approved by Owner's representative. Any rework

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due to poor quality, demonstrated by NDT results & inspection by OGDCL shall be on Contractor's account.

- 11- Payment will be made as per actual work done after the completion of assigned ATA jobs against verified work order/invoices. Bidder to submit Annex C of provincial sale tax invoice with "submitted" status along with invoices.
- 12- Contractor will provide services of Fabrication / Welding Jobs, wherever required.
- 13- Contractor's welding/fabrication, scaffolding and insulation crew should report at site 15 days prior to ATA schedule for segregation of material, Welding and Fabrication of Shop Joints, shifting of piping spools from Workshop to Plant site, shifting and installation of scaffolding and removal of insulation.
- 14- After plant start-up, Contractor's services will remain intact at site till completion of re-insulation, painting, final housekeeping etc.
- 15- Contractor must depute its Supervisors to BOBI OIL COMPLEX 07 days prior to ATA for bagging and tagging of material as per activity.
- 16- Transportation for contractor staff from residential camp to plant shall only be provided by OGDCL. Any other Pick and drop facility required for hired crew is in contractor scope.
- 17- Meal & Water will be provided by the contractor at Camp and Plant side.
- 18- Non-ac lodging (accommodation) will be provided to the Contractor's Man Power @ staff camp
- 19- In case of any delay in completion of ATA and startup of plant due to Contractor, Contractor will be held responsible and will be liable for penalty as per company policy.
- 20- Provision of Nitrogen with pumping unit for purging and Pressure testing is in OGDCL scope.
- 21- All gaskets (Only for box up) and spare parts will be provided by OGDCL.

### **BIDDER QUALIFICATION:**

1. The Contractor(s) are required to provide the following documents for bidder qualification:
  - I. Certified copy of valid NTN / GST certificates.
  - II. Contractor profile.
  - III. Contractor should have relevant working experience of at least 02 Shutdowns in Oil & Gas, Chemical or Fertilizer industries of repair and maintenance jobs in last 15 years and submit details of experience along with customer satisfaction/ completion certificate/verifiable

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documents etc

- IV. Verifiable copy of purchase orders & satisfactory performance certificate from Oil & Gas companies, refineries or petrochemical plants for execution of previous ATA in order to claim the marks.
2. In case of bid submitted by any Joint Venture Contractors, the experience of one Contractor will be considered for evaluation (for example 01-year experience of one Contractor & 01 year of another JV Contractor will not be considered as two years. Similarly, two ATAs performed by one Contractor & one ATA by JV will not be considered as three ATAs. Contractor to provide JV agreement.
3. Contractor declared as black listed at PPRA website will not be entertained.
4. All interested parties / bidders are requested to visit at site to clarify / understand the scope of work if deem necessary. It will also helpful to understand the scope & submit the bid well in time.
5. OGDCL requirement for bidders is to explicitly demonstrate in their "Technical Bid Submission" that they have allocated enough manpower, machinery, equipment, tools etc. to carry out all ATA activities safely and within planned timeline. Any bidders appearing to be short of resources in their technical bid submission may be rejected. It should also be noted that after award of ATA Contract/service order by OGDCL, Contractor shall have sole responsibility to review the current situation/ onsite situation (including any changes to priorities by OGDCL) and arrange the additional resources (people/ machinery, Tools, equipment, etc.) to ensure ATA delivery within stipulated timeline and OGDCL defined targets. All such activities shall be performed without additionaland/or extra cost to OGDCL.

## **CONTRACTOR'S RESPONSIBILITIES**

### **HSEQ**

- 1- 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.
- 2- HSEQ Rules & Regulations will be strictly observed.
- 3- Contractor shall strictly follow the Permit to Work System and shall provide plan of activities in advance, submit THAs/JHAs where required and engage only certified staff for the hot jobs.
- 4- Contractor shall develop and ensure Toolbox Talk Program on Safety, Health and Environmental matters in daily HSE briefings by its HSEQ Rep.

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- 5- Contractor shall immediately report to OGDCL representative all significant and important incidents involving fatality, injury, illness, environmental impacts, near hits, and/or hazardous situations.
- 6- Contractor will be responsible for housekeeping, clean up the trash, 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.
- 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 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.
- 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 and consumables for the execution of each job will be Contractor's responsibility.
- 2- Consumables include all the necessary items i.e. WD-40, Cotton rags, Hand Gloves, RTV, Contact cleaner, Belt dressing spray, Insulating Gloves etc. are contractor's responsibility
- 3- Contractor must submit a complete list of Tools & consumables to OGDCL prior to ATA
- 4- Transport of material / spares etc. from BOC STORE to PLANT (job execution site) will be contractor's responsibility. OGDCL will only issue the material from Store.
- 5- Arrangement of Pump, hoses etc. for Flushing of Vessels will be contractor's responsibility.
- 6- Removal/Re-installation of insulation Cladding where applicable shall be the responsibility of

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Contractor.



- 7- The painting of repaired piping/vessel weld seams with primer (red oxide) and top coat with high build solids epoxy as per applicable code shall be the responsibility of Contractor. Contractor will also provide necessary arrangements for DFT testing of painted lines.
- 8- Contractor will arrange 24V explosion proof High RPM exhaust Fans for the ventilation of Vessels.
- 9- Contractor will arrange 24V explosion proof lighting arrangement inside the vessels.
- 10- Scaffolding erection and dismantling along with scaffolding material for all the work at height jobs will be contractor's responsibility.
- 11- 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) 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.
- 12- Arrangement of Pneumatic tools for confined spaces if required (Vessel and Columns).
- 13- Long tail wire brush for internal cleaning of Level glasses or chemical cleaning agents will be arranged by the contractor.
- 14- Contractor's manpower will remain at site for complete Leak Test and complete plant start up.
- 15- OGDCL can replace any activity with another activity of the same scope.
- 16- After completion of each activity, work order will be duly signed from concerned maintenance sections, Process/operation section and contractor's area supervisor. OGDCL work order system to be followed.
- 17- The technical manpower must be qualified / skilled and have at least Ten (10) years of experience in its trade in the field of Oil & Gas/Petrochemical plants. Contractor skilled manpower may be interviewed by OGDCL professionals. OGDCL reserves the right to replace any person at any time.
- 18- All welders must be well experienced. Documentary evidence to be provided.
- 19- Locals may be given preference while hiring of skilled/unskilled manpower. However, by controlling to local hired labour is contractor's responsibility.



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- 20- Provision of general/routine tool kit to the hired staff. (Tools like spanner sets, striking/spud spanners (24mm to 65 mm), hammers, wrenches, adjustable, ratchet sets, shackles, slings, eye bolts etc) contractors responsibility.
- 21- Internal Cleaning of tube bundle and pressure vessels through chemical cleaning or lancer cleaning is in contractor scope as per requirement/recommended by OGDCL team at site.
- 22- 01 No Hydro jetting machine along with Operators for Day and Night Shift (Engine driven).
- 23- Skilled machinists to be provided by contractor for isolation valves/Control valves repairing.
- 24- Lapping machine and expert machinist to be arranged by contractor.
- 25- Skilled fitter for trays dismantling/installation jobs inside Columns.
- 26- Sufficient Electrical cables (2/3/4 cores), electrical panels, Junction Boxes (having circuit breaker
- 27- /protections available) for provision of electric supply to different area of plant for jobs like exhaust fans, lights, 24V lights in vessels, cutting, grinding etc will be in contractor scope.
- 28- Removal of Insulation/ cladding and re-installation by skilled insulators is in Contractor scope.

## **HOT JOBS**

- 1- Consumables for fabrication / welding / machining etc. will contractor's responsibility. Consumables includes all the necessary items i.e. Electrodes, Filler Wires, cutting disc, grinding disc, Baby grinders, burr set, Drill Machine along with Drill Bit, DA, oxygen & Argon Cylinders etc.
- 2- Contractor shall be responsible for PRE HEAT & PWHT of welding jobs including PWHT machines, consumables and stress Relieving as per NDT results whenever required.
- 3- Contractor shall provide WPS & PQR for welding and fabrication jobs prior to execution.
- 4- DPT with required consumables & equipment for all welding jobs (Repair work/Modifications) will contractor's responsibility.
- 5- All modifications/change in piping will be painted after proper surface cleaning as per color codes.
- 6- OGDCL will hire third party NDT services for 100% RT & PAUT and hydro-testing of all welding joints.

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- 7- Contractor will be responsible for any blinding/De-blinding required for any Hot Job, which may not be foreseen at this stage.

## GENERAL ARRANGEMENTS

- 22- Area In-charges and manpower should be well experienced and experts in their fields.
- 23- Contractor must submit list of total number of deployed manpower (cadre wise and shift wise).
- 24- Contractor shall provide adequate meals / on-site refreshment twice in 12 hour shift & 01 time proper meal per shift as per requirement and laundry services to its manpower.
- 25- Contractor should ensure his manpower has no any kind of ammunition and narcotics. (Security concern).
- 26- Security clearance of all the hired crew will be carried out by the contractor. OGDCL may provide security to contractor crew within the premises of plant during job execution only.
- 27- Any issues/matters between the contractor and locals will be solely resolved by the contractor. The contractor will have no authority to terminate/hold the job due to any concerns/issues with locals.
- 28- Contractor manpower must have CNIC and contractor identity card, and will follow OGDCL Security protocols.

## Note:

Bid bond of **PKR 60,000/- (Pak Rupees SIXTY-Thousand Only)** must be submitted with the technical bid. Please see tender documents for further detail.



# **TENDER DOCUMENTS**

**TENDER ENQUIRY NO: TE/BOC/2024/MECH/02**

**“Hiring of Services for Mechanical Jobs Including Hydro  
Jetting Machine On Rental Basis During ATA-2024 At Bobi  
Oil Complex OGDCL.**

**FIELD MANAGER BOBI OIL COMPLEX  
OIL & GAS DEVELOPMENT COMPANY LIMITED**

**ISSUING DATE: July 29, 2024**

**BID SUBMISSION DATE: August 13 2024 (10:30 HRS)**

**BID OPENING DATE: August 13 2024 (11:00 HRS)**

**OGDCL SALES TAX REGISTRATION**

**NO. 07-02-2802-001-55**

**INVITATION FOR BIDS**

**BIDDING DOCUMENT**

**TENDER NO. TE/BOC/2024/MECH/02**

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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 AND GAS DEVELOPMENT COMPANY LTD.**  
**Bobi Oil Complex**

P. O. Box # 05, C/0 TCS OFFICE, TANDO ADAM (SANGHAR), Tel. 0235-809201/809205, FAX # 0235-809266

No.: TE/BOC/2024/MECH/02

Dated: 29-07-2024

Subject: Hiring of Services for Mechanical Jobs Including Hydro Jetting Machine On Rental Basis During ATA-2024 At Bobi Oil Complex OGDCL.

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 publically. Technical evaluation report will be published on OGDCL’s website before financial bid opening.

**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/BOC/2024/MECH/02 “Hiring of Services for Mechanical Jobs Including Hydro Jetting Machine On Rental Basis During ATA-2024 At Bobi Oil Complex OGDCL**
- 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 3<sup>rd</sup> 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 be 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 **Bobo Oil Complex, Nawabad, Tando Adam District Sanghar.**
- 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 through Single Stage – One Envelope procedure.
- 3.2. The bid shall be submitted in a sealed envelope marked as under: -

#### **The Field Manager – Bobi Oil Complex**

P. O. Box # 05, C/0 TCS OFFICE Tando Adam, District Sanghar, Sindh, Pakistan

Tel. 0235-809206, (Field Manager - BOC), 0235-809205 (I/c Mechanical - BOC)

Fax # 0235-809266

E-mail: [icmaintenanceboc@ogdcl.com](mailto:icmaintenanceboc@ogdcl.com)

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

**Tender Enquiry No. TE/BOC/2024/MECH/02 , “Hiring of Services for Mechanical Jobs Including Hydro Jetting Machine On Rental Basis During ATA-2024 At Bobi Oil Complex OGDCL”,**

**DON'T OPEN BEFORE 11:00 HRS ON 13-08-2024**

**TECHNICAL/FINANCIAL BID(s) (SINGLE STAGE – ONE ENVELOPE PROCEDURE)**

- 3.4. 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 Field Manager Bobi Oil Complex, District Sanghar on or before the prescribed deadline of **10:30 hrs. on above mentioned 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:**

- 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 above.
- 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. 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. EXTENSION IN THE COMPLETION PERIOD:**

- 11.1. Supply of the material shall be made by the supplier in accordance with the given delivery schedule in purchase order.
- 11.2. The supplier may claim extension of the time limits as set forth in the purchase order in case of: -
  - 11.2.1. Changes in Scope of Work or in the specifications of goods, material & equipment by the OGDCL.
  - 11.2.2. Delay in provision of clarifications regarding material, drawings and services by the OGDCL
  - 11.2.3. Force Majeure pursuant to clause 14.
- 11.3. 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.
- 11.4. It should be noted that a request for extension in delivery/ completion period shall be considered only if the supplier/ contractor 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.

- 11.5. In case of extension in delivery period, the supplier/ contractor will extend validity of Performance Bond accordingly at his cost.
- 11.6. If the supplier/ contractor 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.

## 12. **PENALTY.**

- 12.1. For failure to comply with delivery schedule of purchase order, penalty will be imposed on defaulting supplier as under: -
  - 12.1.1. @ 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.
  - 12.1.2. 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.
  - 12.1.3. 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.

## 13. **FORCE MAJEURE:**

- 13.1. 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.
- 13.2. 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.
- 13.3. 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.

#### **14. INSPECTION AND TEST:**

- 14.1. 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 Bobi Oil Complex District Sanghar will witness the inspection (where so required).
- 14.2. 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.
- 14.3. Rejected material/ work shall be moved/ replaced by the supplier within 07 days from the receipt of letter/fax issued by the Field Manager Bobi Oil Complex, District Sanghar. 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.
- 14.4. Acceptance/rejection of the material by 3<sup>rd</sup> party will be final and binding on both the parties.

#### **15. WARRANTY:**

- 15.1. 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.
- 15.2. OGDCL shall promptly notify the supplier in writing, of any claims arising under this warranty.
- 15.3. The supplier/ contactor will invariably provide warranty/guarantees

#### **16. QUALIFICATION OF SELECTED BIDDERS:**

- 16.1. 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.
- 16.2. 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.
- 16.3. 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.
- 16.4. 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.

**17. LITIGATION CLAUSE:**

17.1. without prejudice to other right of the Company, tenderers, their subcontractors and other suppliers shall be disqualified from participating in the bidding process if:

17.1.1. 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.

17.1.2. Its involvement in litigation is chronic.

17.1.3. Its past conduct or execution of works under contract has been poor.

**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	
Field Manager	Bobo Oil Complex	0235-809206	0235-809266	bobi@ogdcl.com

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

**Field Manager**  
**Bobo Oil Complex**  
Oil & Gas Development Company Limited  
P. O. Box # 05, C/O TCS OFFICE, TANDO ADAM  
District Sanghar, Sindh, Pakistan  
**0235-809206, FAX # 0235-809266**  
E-mail: [bobi@ogdcl.com](mailto:bobi@ogdcl.com)

**GENERAL TERMS AND CONDITIONS:**

- A. BIDS MUST BE SUBMITTED UNDER SINGLE STAGE – ONE ENVELOPE PROCEDURE ON DUE DATE.
- B. AFTER TENDER OPENING "TECHNICAL AND FINANCIAL 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 FINANCIAL BIDS AND TO ADJUST THEIR QUOTED PRICE SUBSEQUENTLY AFFECTED DUE TO CHANGE IN TECHNICAL PROPOSALS.
- C. OGDCL RESERVES THE RIGHT TO REJECT ANY OR ALL THE BIDS WITHOUT ASSIGNING ANY REASON.
- D. QUOTED PRICES MUST BE FIRM (INCLUSIVE OF GST, OTHER TAXES, AND DUTIES).
- E. **OGDCL RESERVES THE RIGHT TO EVALUATE THE BID(S) EITHER ITEM-WISED OR FULL PASKAGE BASIS WITHOUT ASSIGNING ANY REASON. TO QOUTE COMPETITIVE PRICES FOR ALL OR ANY ITEMS ENABLE COMPANY TO DECIDE PURCHASE.**
- F. THE MAXIMUM DELIVERY TIME FOR SUPPLY ITEMS IS TWO (02) WEEK FROM THE DATE OF RECEIPT OF FIRM PURCHASE ORDER
- G. BIDDERS TO SUBMIT THEIR COMPANY PROFILES, EXPERIENCE OF SIMILAR SUPPLIES IN PAKISTAN ALONG WITH TECHNICAL BIDS

**BIDDING FORM (TECHNICAL BID)**

**Oil & Gas Development Company Limited,  
Bobi Oil Complex, Nawabad, District Sanghar  
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 under take if our bid is accepted, to commence delivery within \_\_\_\_\_ days (Please specify days) from the date of receipt of your firm Purchase Order / Service Order.
3. If our bid is accepted, we will provide the Performance Bond equal to 10% of the Purchase Order excluding SST, for due performance of the purchase order / Service 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 / Service Order is placed, this bid, together with your written acceptance thereof, shall constitute a binding contract between us. We under-stand that you are not bound to accept the lowest priced or any bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

(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/BOC/2024/MECH/02**  
**(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,  
Bobi Oil Complex, Nawabad, District Sanghar  
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 / Service 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/BOC/2024/MECH/02**  
**(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 SST): Rs \_\_\_\_\_
6. Total FOR (Destination) Price (With SST): Rs \_\_\_\_\_
7. Amount of Bid Bond (without SST): 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 Financial 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,  
Bobi Oil Complex, Nawabad, District Sanghar  
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/Service 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/Service 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/Services Provider 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 /Services Provider 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/Services Provider 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/Services Provider 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/ Services Provider



# OIL & GAS DEVELOPMENT COMPANY LTD

Bobi Oil Complex, Nawabad, District  
Sanghar Sindh, Pakistan.

TEL: 92 (0235) 809206  
FAX: 92 (0235) 809266  
EMAIL: [bobi@ogdcl.com](mailto:bobi@ogdcl.com)  
Web Site: [www.ogdcl.com](http://www.ogdcl.com)  
GST No: 07-02-2802-001-55

LPO No : TE/ / \_\_\_\_\_  
M/s \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_.

ISSUED ON : \_\_\_\_\_

SUBJECT: **LOCAL PURCHASE ORDER / SERVICE 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.

INDENT No. \_\_\_\_\_ DT. \_\_\_\_\_  
A/C CODE: \_\_\_\_\_

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)
  - PART DELIVERY PART PAYMENT. (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/SERVICE ORDER SHALL CONSTITUTE THE SUPPLIER/SELLER/Services Provider ACCEPTANCE OF ALL TERMS AND CONDITIONS OF THIS PURCHASE ORDER / SERVICE 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 / Service Order and both the Supplier/Seller/Services Provider 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.
  - b. A written request is made within a week time before expiry of supply period.
4. **INSPECTION:** All items of this order will be subject to acceptance/rejection by the Inspection Committee/3<sup>rd</sup> 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 / Services Provider within 07 days from the date of receipt of letter/fax, issued by the Field Manager Bobi Oil Complex. The Supplier / Services Provider 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 / Service Order.
5. **PENALTY:** For failure to comply with Delivery Clause, penalty shall be imposed on the Supplier / Services Provider 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 / Service Order and payment will be processed only after receipt of said certificates:
  - a. National Tax Number (NTN), General Sales Tax (SST) and Professional Tax Paid Certificates must be provided by the firm immediately after receipt of Local Purchase Order / Service Order 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	
FIELD MANAGER	Bobi Oil Complex	0235-809206	0235-809266	<a href="mailto:bobi@ogdcl.com">bobi@ogdcl.com</a>
8. **GOVERNING LAW:** This Local Purchase Order / Service Order and any matter relating there to shall be governed by the laws of Pakistan.
9. **WARRANTIES:** Supplier/Seller / Services Provider warrants that all goods, material, equipment or services furnished hereinabove will conform strictly to the Purchaser's specifications.
10. **TITLE:** Supplier/seller / Services Provider 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 / Services Provider agrees to indemnify the Purchase for any loss, damage or cost suffered by the Purchaser as a consequence of the Supplier/seller / Services Provider 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 / Service 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,  
Bobi Oil Complex, Nawabad, District Sanghar  
Sindh, Pakistan.**

In consideration of your issuance of Local Purchase Order / Service 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 undertake as: -

1. To make unconditional payments to you as called upon 5% of the value of the LPO / LSO (please mention amount of guarantee in words and figures) mentioned in the said LPO / LSO 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 / LSO 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 / LSO.
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 / LSO.
5. That no grant of time or other indulgence to, amendment in the terms of LPO / LSO by agreement between the parties or imposition or agreement with LPO / LSO 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,  
Bobi Oil Complex, Nawabad, District Sanghar  
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 / LSO # 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)**