



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

ANNEXTURE-A

Hiring of Operation and Minor Nature of Troubleshooting for a period of 04 Months for Maru Reti Gas compressor

Sr#	ITEM DESCRIPTION	UOM	QTY.	Unit Rate without Tax	Total Price with Tax
1	Hiring of Operation & Minor Nature of troubleshooting for 04 months for MRGF Gas compression Unit, comprising of Waukesha Engine Model# L-5794 GSI and ARIEL compressor Model# KBK/2. Scope of work consists but not limited to only aforesaid job.	No	1		

TERMS AND CONDITIONS

1	Contractor can visit the site before bid submission.
2	After issuance of Formal Service order, Contractor to provide services immediately or at a date mentioned by OGDCL.
3	LD charges in case of Late delivery will be imposed as penalty upto maximum of 15% as per clause 13.1.1 of tender document.
4	Payment will be made through Cross Cheque after completion of jobs as per SOR.
5	Partial Payments will not be made, in any case.
6	All the participating companies should have at least 5 years' relevant experience in Operation and maintenance of reciprocating Gas compressor preferably Waukesha & ARIEL in Oil and Gas Industry or Petrochemical Industry.
7	All participants should carefully read TOR's & explanatory notes attached with the Tender documents before submission of Bid.
8	Contractor must be PEC Registered.
9	Contractor must possess Quality, Safety, Health & Safety Management Certification.
10	Contractor must be sound enough to undertake long term O&M . Last 03 Year Audit Report to be submitted in support.
11	Technical Manpower should be at least diploma Holder in relevant discipline and having minimum 05 years of experience on Gas Compressor preferably ARIEL & Waukesha.



OIL & GAS DEVELOPMENT COMPANY LIMITED

TERMS OF REFERENCE

04 MONTH OPERATION AND MAINTENANCE SERVICES FOR ROUND THE CLOCK OPERATION & REPAIR / MAINTENANCE OF WAUKESHA ENGINE MODEL# L-5794 GSI, ARIEL COMPRESSOR MODEL# KBK-2 AND ASSOCIATED ACCESSORIES INCL OF DIESEL GENSET (41KVA) AT MARU RETI GAS FIELD OF OGDCL.

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Introduction

OGDCL is the national Oil & Gas Company of Pakistan and the flagship of the country's E&P sector. The Company is local market leader in terms of reserves and production, and is listed on Pakistan Stock Exchange and London Stock Exchange.

OGDCL (referred hereinafter as the Company) intends to hire services for round the clock machine operations & repair / maintenance of Waukesha engine, ARIEL compressor, Gas cooler & associated auxiliaries & sub equipments (Diesel Genset 41KW for emergency startup in case of main power failure and during winters for heating of Lube oil etc), installed at Maru Reti Gas Field, near Daharki (Sindh). 24 Hrs O & M services shall be availed through web Tender. The requirement of the contract is of 04 months.



Contractor is invited to bid on single envelope basis for repair / maintenance services of the said engine & compressor.

The following terms of reference shall form the basis of the contract:

- 1. Company/OWNER:** Oil & Gas Development Company Limited (OGDCL)
- 2. Abbreviations:**

“CONTRACTOR” means an individual or organization performing work for the COMPANY, following written agreement and includes the CONTRACTOR's representative(s), successors and Permitted assignees.

O&M Operations & Maintenance

OEM Original Equipment Manufacturer

HSE Health Safety & Environment

SOP Standard Operating Procedure

Client Oil & Gas Development company Limited

Contractor Successful bidder to whom contract for O&M of the said facility has been awarded after Technical & Commercial qualification

3. Duration of the contract:

The contract is required for a period of 04 months.

4. Purpose:

OGDCL is the operator of Maru Reti Gas Field and intends to hire services of experienced and well reputed contractor for Operations & Maintenance of following compression Package at this site.

Sr.#	Equipment Description	Model & Brief Specification	Qty. (Nos.)
1	Compressor Package of at Maru Reti Gas Field.	COMPRESSOR= ARIEL KBK-2, Sr.# F-63166, Cap.:12 MMSCFD ENGINE = WAUKESHA L5794GSI	01

The contractor must have proven track record covering but not limiting to:

1. Operations
2. Maintenance
3. Trouble Shooting
4. Process Safety
5. Asset Integrity Assurance
6. Data Management & Reporting
7. Qualified & Experienced Manpower/Resource

COMPLIANCE PRECEDENCE

- Regulations
- Company Policies
- Design Specifications
- OEM operations & maintenance manuals
- Applicable Standards
- Best industrial practices

5. SCOPE OF WORK

- Contractor shall provide required resources for 24/7, 12-Hours shift Rota based O&M of assigned facility refer item 15.
- Contractor shall arrange and manage the required resources for operations & maintenance depending upon scope, size, and magnitude of the facility.
- Operation & maintenance of the facility shall be carried out as per design and compliance to required health, safety and environmental regulation/standards.
- Contractor shall provide qualified and experienced work force in accordance with defined JDs of relevant operator, technician and skilled labor.
- Strict compliance of Permit to Work system.
- Contractor work force must be equipped with required PPEs on job.
- Develop/modify required procedures on requirement basis but without compromising safety and integrity of the assets.
- Daily/weekly/Monthly/Annual reports will be issued on agreed report formats mainly for; site HSE, production, operations & maintenance activities in addition to associated asset risks or concerns if any.
- Contractor shall maintain proper & updated record of consumables/spares received, issued and utilized at site.
- All safety critical jobs are subject risk assessment and subsequent measures in place.
- Contractor to develop process safety plans and subsequent procedures, monitoring and control in place.
- A typical manpower per 12 Hours shift would be as under and subject to revisit prior to award of the contract:

Discipline	12-Hours	Per Day	Back to Back	Key Responsibilities
Operator	1	2	4	<ul style="list-style-type: none"> • Overall site in-charge & responsible for scope under the contract. • Maximize uptime of the units ensure interruption free supply of gas from the field. • Maintain safety & integrity of personnel, assets & handle emergencies/shutdowns. • Execute safe and efficient operations & trouble shooting. • Focal Person between company & contractor.
Mechanical	1	1	2	<ul style="list-style-type: none"> • Plan & execute safe mechanical/maintenance jobs. • Keep tracking & monitoring of materials.
E&I	1	1	2	<ul style="list-style-type: none"> • Plan & execute E&I jobs. • Supervise OEM jobs at site. • Keep tracking & monitoring of materials.
Total	2	4	8	

6. OPERATIONS

- Operations of the facility in accordance with designed limits and without compromising design safety and integrity of the assets.
- Plan daily, weekly, monthly and other schedule jobs.
- Plan PMs jobs in accordance with OEM manuals and requirements with evidences
- Monitoring of operating parameters as per approved check list/log sheet.
- Log all events / observations, updates in log books at the end of each shift.
- Ensure good housekeeping standards.
- Take care of the installations, assets and make sure their effective use.
- Fire fighting in case of fire.
- Emergency handling as per defined protocol.
- Safe start and shutdown.
- Communicate with relevant Production and Maintenance Team Leads to ensure smooth Operations.
- Performing Hourly, Daily and weekly checks. All the checks will be recorded and be presentable if required.
- Operation performance will be analyzed through mutually agreed KPIs.
- Contractor shall not carry out or lead any changes to design, lay-outs etc. unless has relevant approval from the client for the scope & cost.

7. Maintenance

- Maintenance scope of work will cover mechanical, electrical and instrument activities as per the agreed PM regime.
- Facility to be maintained fit for the purpose with execution of effective maintenance management system to be defined and in place by contractor.
- Preventive and corrective maintenance shall be carried out under the given scope of works
- Maintenance performance will be analyzed through mutually agreed KPIs.

8. Troubleshooting

- Contractor's technical staff shall be capable to handle facility process upset/fouling etc. by using means of available controls and resources at site.
- Where specialized vendor/OEM involvement is required, the contractor shall inform the client upon realization of the situation via telecom followed by an e-mail.
- Contractor shall be responsible for bringing back the facility operation to normal once the process upset/emergency is over.

9. PROCESS SAFETY MANAGEMENT

- Contactor to develop process safety plant to prevent fires, explosion, unwanted release of such chemicals, un- affordable incident/accident at facility.
- Contractor shall provide required technical support for site HAZOP, HAZOD and integrity maintenance as & when required basis.
- Contractor shall be responsible to report lagging & leading events for corresponding class of tiers.
- Process Safety Audits shall be carried out as per set frequency & issuance of the relevant reports

10. Client/Company Responsibility

- Will provide safe access to site and surface facilities to be operated and maintained by the contractor.
- Will provide complete set of finally approved detailed design, construction, testing and commissioning dossiers along with OEM Operations and Maintenance manuals and applicable operating and procedures/instructions.
- Boarding/Lodging/3 time meal & and in-field traveling /transportation of the work

force/equipment/spares etc. as and when required.

- Dealing/handling of local community.
- Supply of all direct & in-direct material for rotary equipment at site.

11. Contractor's Responsibilities:

Contractor will depute minimum work force i-e 02 operators (01 in each shift of 12 hours) along with 01 Mechanical Technician and 01 Instrument Technician for round the clock Operations and Maintenance of compression package due to limited plant operations & residential facility. The operator will also maintain machine log for proper records. The Operator will open/close manual valves for un-interrupted gas supply to M/s ENGRO during machine tripping immediately as per provided SOP's of the plant operations. Afterwards machine repair/troubleshooting will be carried out accordingly.

The Contractor shall report at site within 12 hours of written/email correspondence from respective plant officials for the troubleshooting jobs / emergent services. Deduction shall be made from the service charges equivalent to one (01) day of emergent service charges from the final invoice if the Contractor fails to report within 12hrs of intimation from OGDCL for emergent cases. Warning letter shall also be issued for any such delay and after issuance of three (03) warning letters the contract may be terminated.

Contractor shall have minimum five qualified professionals in the fields of operation, troubleshooting, maintenance and instrumentation / controls system. The CVs of these personnel to be submitted along with the bid. Contractor will also provide the CV of those professionals which will be deputed. OGDCL reserves the right to verify the experience certificates.

Experience of any service personnel to be deputed at OGDCL sites should not be less than 03 years. Contractor to submit the CVs of the relevant field personnel in its bid.

Company would have the right to interview, accept or reject any crew member appointed for Maintenance activities at any stage, in such a case the Contractor shall immediately replace the person without any cost to OGDCL.

Company reserves the right to inspect performance of the Contractor to ensure conformity with the CONTRACT Documents, the WORKS and SERVICES. The Contractor shall promptly rectify all such deficiencies or defects that are brought to the Contractor's knowledge by the Company. Company's inspection/monitoring

herein shall not relieve the Contractor from any of its obligations under the CONTRACT.

Contractor shall keep and follow the OEM recommended maintenance and parts manuals during work at site & its own workshop facility.

Contractor will also maintain a daily log sheet of activities for record & machine trends.

For provision of services at site all days of the calendar shall be treated by the Contractor as working days.

The Contractor must maintain well equipped workshop facilities.

Company reserves the right to depute its professional vetting of job being done at Contractor's workshop. Contractor shall bound to extend full support (entry, access, witness, complete briefing etc.) to said professional during the maintenance activities.

Contractor may depute one General Helper for cleaning/greasing purpose etc.

12. Mobilization / Demobilization Charges:

If machining or overhauling of any machine components is required, then Contractor can also submit quote separately. In case all transportation, loading/un-loading charges will be borne by the contractor.

13. Payment:

Payment shall be made as per actual invoices submitted by Contractor after being verified by OGDCL official at site. Contractor to clearly mention the service order no as reference on each invoice and attach the sales tax submitted Annexure-C document. Tax deduction/exemption certificates (if any) to be submitted with invoice. Incomplete invoice shall not be processed for payment.

The payments shall be cleared by OGDCL in earliest possible time frame, however no additional charges shall be paid by OGDCL in case of any delay in payment due to any reason.

14. Compliance with HSEQ regulations at OGDCL's site

The crew of the Contractor at site shall abide by OGDCL's HSEQ rules and regulations while at site and follow the Company's HSE Manual in true letter & spirit.

Contractor shall abide by all legal & other requirements under the law of Pakistan & requirement related to Oil & Gas Industry in particular e.g. Central Inspectorate of mines, Environmental

Protection Agencies & other state owned regulatory bodies & will indemnify the company against any legal claims.

The Company has right to inspect / audit as & when required basis to check the implementation of HSE Management System & may propose measure which will be binding on the contractor to follow in true letter & spirit during working of Contractor professionals at OGDCL site.

The Contractor must comply all HSE requirements under oil & gas industry best practices & prevailing local legislations. Moreover, the Contractor must also comply Company's safety HSE guidelines for contractors (as provided in 'HSE Pledge Handbook', document / hand out available at OGDCL sites).

Contractor shall be responsible to arrange all essential Personal Protective Equipment (PPEs) as per job specific requirement, at his own expense for its staff at site.

Contractor shall immediately report to Company's HSE representative all significant and important incident involving fatality, injury, illness, environmental impacts, near hits, and/or hazardous situations.

Contractor shall investigate and report all accidents regardless of their nature so that the cause and means of prevention can be determined to prevent are occurrence.

Contractor shall immediately clean up the trash, spills, oil waste, etc., whereas potentially hazardous wastes to be immediately reported to Company's HSE representative.

Scope of Work for Maru Gas Compressor

CATEGORY	SCOPE OF WORK	UOM
A	<p>Round the clock Operations and minor nature troubleshooting of complete compression package. Including Waukesha Engine & ARIEL compressor with all Aux. Equipment.</p> <p>Core Maintenance responsibilities consists but not limited as under,</p> <ul style="list-style-type: none"> • Daily Oil & coolant Make-up as per requirement. Conformity of daily check list as per OEM recommendations. (List will be provided) • Cleaning of compressor engine skid, valve skid and cooler skid in general or as per requirement. • Greasing of pillow block bearings as per requirements or after every 10~15 days (Total 05 no's). • Checking Alignment of Engine load shaft coupling with idler shaft of cooler upon every shutdown or after 10~15 days. • Greasing of skid valves as per requirement. • Servicing of Control Valve actuators & regulators as per requirement. • Assistance in dismantling and cleaning of 03 suction strainers once in every 10~20 days. • Cooler fan belts replacement, as per requirement. • Cleaning of Gas & water Aux Cooler fins with water & cleaning agent. • Maintenance crew must be able to perform tappet adjustment, check/replace spark plugs. • Dismantling and replacement of any engine component i-e Turbo charger, Water pumps, starting motor, Cyl. Heads, b/p valves, carburators, manifolds, and compressor suction discharge valve. • Maintenance crew must be able to adjust/calibrate/refurbish fuel gas governor actuator, sensors communication & replacement, start-up & control sequences. <p>Operation Team Core Responsibilities;</p> <ul style="list-style-type: none"> • Compressor start-up & control sequence. • Logging of Operational Parameters. • All manual valves with feed & sale gas. • Logging of maintenance activities. 	For 04 months
B	<p>Important Tools of Contractor,</p> <ol style="list-style-type: none"> 1. Dial Indicators Qty: 02 No's 2. Feeler Guage Qty: 01 No's 	

	3. I.R Temp. Gun Qty: 01 No's	
	4. Master Level (If required)	
	5. Multi meter Qty: 01 No's	
	6. General Tools kit Qty: 01 No's	

Scope of work consists but not limited to only repair/ maintenance of engine & related Aux. Equipments and accessories.

- Waukesha Engine VHP Series, Model# L-5794 GSI
- ARIEL COMPRESSOR Model# KBK-2
- Aux. Diesel Generator
- Air cooled heat Exchanger
- Valves/instrumentation installed on skid.



TENDER DOCUMENTS

TENDER ENQUIRY NO: TE/02/MR-PROD/2023

**“Hiring of Operation and Maintenance services for a
period of 04 months for Maru Gas compressor”**

**FIELD MANAGER MARU RETI GAS FIELD
(LOCAL PROCUREMENT)**

OIL & GAS DEVELOPMENT COMPANY LIMITED

ISSUING DATE: 22-10-2023

BID OPENING DATE: 15-12-2023

OGDCL SALES TAX REGISTRATION

NO. 07-02-2802-001-55

INVITATION FOR BIDS

BIDDING DOCUMENT

TENDER NO. TE/02/MR-PROD/2023

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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)**
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OIL & GAS DEVELOPMENT COMPANY LIMITED

MARU RETI GAS FIELD/PLANT, GHOTKI SINDH

NO: - TE/02/MR-PROD./2023

Dated: 22-10-2023

SUBJECT: Hiring of Operation and Maintenance services for a period of 04 months for Maru Gas compressor

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/Open_Tenders/Goods/

Oil & Gas Development Company Limited (herein after 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 Tender Notice. The financial bids of the technically qualified bidders will be opened publicly. Technical evaluation report will be published on OGDCL’s website before financial bid opening.

1. INSTRUCTIONS TO BIDDERS:-

- 1.1 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/02/MR-PROD./2023 “**Hiring of Operation and Maintenance services for a period of 04 months for Maru Gas compressor.**”
- 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 material / services 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. SST / GST must be quoted separately along with copy of SST / 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 un-loading, Octroi and Zila Tax etc. for delivery of material at Purchaser’s stores located at **MARU RETI GAS FIELD.**
- 2.5. Quoted price shall be **valid for 90 days** from the opening date of the Financial Bid.
- 2.6. Technical brochure/literature confirming Size, Brand & Country of Origin of quoted items/material must be attached with the Technical Bid (where deemed necessary).
- 2.7. Any quotation not confirming to Clause 2.1 to 2.6 shall be rejected without any right of appeal.

3. **SEALING AND MARKING OF BIDS:**

- 3.1. The Bidder shall furnish Technical & Financial bids in two separate sealed envelopes.
- 3.2. Technical Bids will be opened first.

- 3.3. Only Financial Bid of Technically responsive bidders will be opened publicly.
- 3.4. Financial Bids of technically non responsive bidders will be returned after award of Local Purchase Order to successful bidder(s).
- 3.5. The bid shall be submitted in a sealed envelope marked as under:-

I/C Production

Maru Reti Gas Field,
Oil & Gas Development Company Limited
c/o TCS Office Sadiqabad Punjab.
Phone No. Direct: **+92-300-0201032**.
E-mail: marureti@ogdcl.com

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

Tender Enquiry No. TE/02/MR-PROD/2023 “Hiring of Operation and Maintenance services for a period of 04 months for Maru Gas compressor.”

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

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

4. DEADLINE FOR SUBMISSION OF BIDS:

- 4.1. All Bids must be delivered/ dropped in the Office of I/C Production Maru Reti Gas Field on or before the prescribed deadline of **10:30 hrs on 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 SST, 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 Operation and Maintenance services for a period of 04 months for Maru Gas compressor.”

Contractor to provide services immediately or at a date mentioned by the client in their service order.

12. EXTENSION IN THE DELIVERY / COMPLETION PERIOD:

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

13. PENALTY.

- 13.1. For failure to comply with delivery schedule of purchase order, penalty will be imposed on defaulting supplier as under:-
 - 13.1.1. @ 1 % of the cost of entire order (excluding GST) or of such items / jobs as remains unsupplied / uncomplete for every day up to maximum of 15% for 10 days exceeding the delivery period.
 - 13.1.2. If the material / services are 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 Maru Reti 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 Maru Reti 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 Production Section	Maru Reti Gas Field	+92-300-0201032		marureti@ogdcl.com

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

I/C Production
Maru Reti Gas Field,
Oil & Gas Development Company Limited
c/o TCS Office Sadiqabad Punjab.
Phone No. Direct: +92-300-0201032.
E-mail: marureti@ogdcl.com

GENERAL TERMS AND CONDITIONS:

- A. BIDDING PROCEDURE IS COMPETITIVE **“SINGLE STAGE SINGLE ENVELOPE”** BIDDING SYSTEM
- B. BIDS MUST BE SUBMITTED UNDER TWO ENVELOPES BIDDING SYSTEM i.e. TECHNICAL & FINANCIAL BID SEPARATELY ON DUE DATE.
- C. FINANCIAL BIDS OF ONLY TECHNICALLY RESPONSIVE BIDDERS WILL BE OPENED PUBLICLY.
- D. AFTER TENDER OPENING "TECHNICAL BIDS" WILL BE REVIEWED. THE BIDS WILL BE BROUGHT TECHNICALLY AT PAR BY SEEKING CLARIFICATIONS. THE BIDDERS WILL **NOT** BE ASKED FOR ANY PRICE CHANGE IN THEIR FINANCIAL BIDS DUE TO CERTAIN CLARIFICATIONS AND SUBSEQUENT CHANGE IN THEIR TECHNICAL PROPOSALS. THE BIDDERS WILL **NOT** BE ALLOWED TO SUBMIT SUPPLEMENTARY PRICE PROPOSALS IN A SEPARATE SEALED ENVELOPE TO MAKE IT A PART OF THE ALREADY SUBMITTED UNOPENED FINANCIAL BIDS AND TO ADJUST THEIR QUOTED PRICE SUBSEQUENTLY AFFECTED DUE TO CHANGE IN TECHNICAL PROPOSALS.
- E. SEALED FINANCIAL BIDS OF TECHNICALLY NON-RESPONSIVE BIDDERS WILL BE RETURNED UN-OPENED.
- F. OGDCL RESERVES THE RIGHT TO REJECT ANY OR ALL THE BIDS WITHOUT ASSIGNING ANY REASON.
- G. QUOTED PRICES MUST BE FIRM (INCLUSIVE OF GST, OTHER TAXES, AND DUTIES).
- H. **OGDCL RESERVES THE RIGHT TO EVALUATE THE BID(S) EITHER ITEM-WISED OR FULL PASKAGE BASIS WITHOUT ASSIGNING ANY REASON. TO QOUTE COMPETITIVE PRICES FOR ALL OR ANY ITEMS ENABLE COMPANY TO DECIDE PURCHASE.**
- I. THE MAXIMUM DELIVERY TIME FOR SUPPLY ITEMS / SERVICES IS EIGHT (08) WEEKS FROM THE DATE OF RECEIPT OF FIRM PURCHASE
- J. BIDDERS TO SUBMIT THEIR COMPANY PROFILES, EXPERIENCE OF SIMILAR SUPPLIES IN PAKISTAN ALONG WITH TECHNICAL BIDS

BIDDING FORM (TECHNICAL BID)

Oil & Gas Development Company Limited
Maru Reti 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 _____ 200_____

(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/02/MR-PROD/2023)
(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
Maru Reti 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/02/MR-PROD/2023)
(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
Maru Reti 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
Maru Reti Gas Field,
Ghotki, Sindh-Pakistan

TEL: : +92-300-0201032
EMAIL: : marureti@ogdcl.com
Web Site: www.ogdcl.com
GST No: 07-02-2802-001-55

LPO No : TE/ / _____
M/s _____,

_____.

ISSUED ON : _____

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 delivery must be made immediately or at a date mentioned by OGDCL on the issued Purchase order.
 - b. Time is of the essence of this order.
3. **EXTENSION IN SUPPLY PERIOD:** Supply period may be extended in exception cases provided that;
 - a. Force Majeure case is established by the Supplier.
4. **INSPECTION:** The **job** of this order will be subject to acceptance/rejection by the Inspection Committee/3rd Party Inspector (if required), who will give its decision within 07 days of receipt of Report
5. **PENALTY:** For failure to comply with Delivery Clause, penalty shall be imposed on the Supplier as under:
 - a. @1 % of cost of entire order for every day upto a maximum of 15% for 10 days exceeding the delivery period.
 - b. If the **job** is not executed even after paying penalty for 10 (ten) consecutive days. OGDCL reserves the right to cancel the supply order and to obtain the required services from elsewhere at your risk and cost.
6. **DOCUMENTATION FOR PAYMENT:** Following documents must be provided after receipt of Local Purchase Order (LPO) and payment will be processed only after receipt of said certificates:
 - a. National Tax Number (NTN), General Sales Tax (GST) and Professional Tax Paid Certificates must be provided by the firm immediately after receipt of Local Purchase Order (LPO) and payment will be processed only after receipt of said certificates.
 - b. Commercial Invoice having NTN/CNIC Numbers
 - c. Sales Tax Invoice
 - d. Professional Tax Paid Certificate
 - e. Copy of valid Tax Exemption Certificate (if any)
 - f. Delivery Challan
7. **You are encouraged to inform the M.D. and Head of Deptt(s) on the following addresses/ contacts, in case where any OGDCL employee asks for any type of favour whether monetary or in kind:**

DESIGNATION	ADDRESS	TEL #	FAX #	E. MAIL
MANAGING DIRECTOR	OGDCL HOUSE, JINNAH AVENUE, ISLAMABAD	051-9209701	051-9209708	
I/C Production Section	Maru Reti Gas Field	+92-300-0201032		marureti@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
Maru Reti 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 5% of the value of the LPO (please mention amount of guarantee in words and figures) mentioned in the said LPO on your return demands without further recourse, question or reference to supplier or any other person in the event of default, non-performance or non-fulfillment by supplier of his obligations, liabilities, responsibilities under the said LPO which you shall be the soul judge.
2. to accept return intimation from you as conclusive and sufficient evidence of existence if a default or breach as aforesaid on the part of supplier and to make payment accordingly within 03 (Three) days of receipt thereof .
3. To keep this guarantee in full force from the date hereof until 120 days from the date of completion of job at given destination as per LPO.
4. To keep 50% amount of this guarantee enforce from the date hereof until 12 months from the date of completion of job of at given destination as per LPO.
5. That no grant of time or other indulgence to, amendment in the terms of LPO by agreement between the parties or imposition or agreement with LPO in respect of the performance of this obligations under the said agreement, with or without notice to us shall in any manner discharged or otherwise affect this guarantee and our liabilities and commitments their under.
6. This guarantee shall be binding on us and our successor's interest and shall be irrevocable.
7. This guarantee shall not be affected by any change in the constitutions of the Guarantor Bank or the supplier.

(BANKER)

BANK GUARANTEE AS ADVANCE PAYMENT

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

**Oil & Gas Development Company Limited
Maru Reti 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)