



**OIL & GAS DEVELOPMENT COMPANY LIMITED
DRILLING OPERATIONS (RIG MAINTENANCE) DEPARTMENT**

OGDCL RIG N-4

TERMS OF REFERENCE (TOR)

For

HIRING OF THIRD PARTY SERVICES FOR INSPECTION OF RIG N-4 EQUIPMENT.

1. BACK GROUND AND PURPOSE:

Oil & Gas Development Company Limited (OGDCL), Pakistan intends to hire third party services for inspection of Rig N-4 equipment that remained submerged in the recent floods. The flood water accumulated at rig site and effected the operation of the rig for about 100 days at Well No. Kot Nawab-1, district Sanghar, Sindh. The rig is currently under production testing operations at same well and OGDCL want to access the integrity of the equipment that remained submerged / affected by flood water before deploying the rig at next location. The intended inspection will be done in two phase, in first phase the inspection agency will access the current operational status of the flood affected equipment and will highlight areas which require improvement to prevent expensive potential failures, downtime and occurrence of safety related untoward incidents. After the first phase inspection, inspection agency will give firm recommendations to repair/ overhaul/ replace/ upgrade the effected equipment (where required) before deployment of the rig at next location. OGDCL will than explore various options to carry out the jobs recommended by inspection agency in first phase inspection. In second phase, re—inspection will be done to check compliance/ non-compliance by OGDCL against first phase inspection recommendations. The inspections and subsequent reports are to be customized to accommodate OGDCL requirements i.e. showing inspected equipment initial status/condition, recommendation made in first phase inspection and compliance/ non-compliance by OGDCL.

It is worth mentioning that this tender is for provision of the rig inspection services only and does not include any subsequent repair, rectification, up-gradation or certification services. Moreover, the Inspection agency/ company or its subsidiaries who will undertake this inspection job will not be allowed to participate in any subsequent repairs and overhaul process of these rigs.

2. SCOPE OF WORK (SOW)

2.1 Scope of Work on Part of OGDCL:

- 2.1.1 Equipment drawings and technical manuals shall be made available by OGDCL for inspectors' reference (if required).
- 2.1.2 Lifting equipment (crane and fork lifter) and skilled labor for disassembly and re-assembly of the effected equipment will be provided by OGDCL (if required).
- 2.1.3 Cleaning and sand blasting of effected equipment will be the responsibility of OGDCL (if required). Inspection agency will however, intimate the requirement for sand blasting on first date of inspection in detail.
- 2.1.4 Repairing/ overhauling/ replacement/ up-gradation of effected equipment as recommended by Inspection agency.
- 2.1.5 Meals as per prevailing menu, accommodation (in residential caravans at rig site).

2.1.6 In case of any health or safety issue to ^{Inspector(s)}operator, first aid and medevac to nearest hospital will be provided by OGDCL.

2.1.7 Security clearance and arrangements for the inspectors, where required, shall be responsibility of the bidder/ Inspection agency and, in addition, OGDCL will also provide security at rig site as per OGDCL's Security SOP.

2.2 Scope of Work for Bidders/ Inspection Agencies:

2.2.1 Equipment to be inspected:

Following systems/ equipment/ accessories of the rig remained partially submerged in flood water and effected areas needs to be inspected:

- Substructure
- Pipe Racks
- Pipe Bins and Tool Bins
- Mud Chemicals Storage
- Trip Tanks
- Mud Tanks
- Water Tanks
- Fuel Storage Tanks
- Mixing Hoppers
- Mud Pumps
- Centrifugal Pumps
- Rig and Camp Power House
- Caravans / Containers
- Diesel Engines/ Alternators/ DC Generators
- Power Control Room/ SCR House
- Motor Control Center
- DC Motors
- LV Motors
- Plugs, Receptacles and Cables
- Transmissions and Torque Converters
- Air Compressors and Air Dryers
- BOP Accumulator Unit & their pipes.
- BOP Remote Control Panels & pipes.
- Choke and Kill Manifold & pipes.
- Choke Control Console & pipes.

2.2.2 Features of Rig Inspection:

Bidder/ Inspection agency will carry out the desired inspections of the rig equipment remained submerged during flood to applicable API recommended procedures/ other applicable well known industry standards, best practices and OEM recommendations including but not limited to the following features. Bidders are encouraged to add more features as per their expertise and capabilities in order to particularly improve the safety standard of the Rig(s).

2.2.2.1 To assess the effected equipment condition (without dismantling major equipment) through external, internal inspection and detailed examination for excessive wear and tear, erosion and corrosion, damage, cracks and other defects. To check such measurements of clearances and thickness to decide further serviceability in light of the OEM recommended limits or otherwise.

2.2.2.2 To carry out non-destructive testing (NDT) of areas / parts where necessary as per standard procedures, especially, on welded joints and load bearing points as available during continuous rig inspection.

2.2.2.3 To check all the effected electrical equipment, cables, cabinets and accessories etc. for:

- Insulation resistance
- Residual water or sediment
- Metal corrosion on a visual or microscopic level

➤ Cut ends of waterproof electrical cables

2.2.2.4 Function testing of equipment. Preparations for function testing will be responsibility of OGDCL. Rig inspection agency will only witness the function tests and will record their findings for report/ final recommendations.

2.2.2.5 Inspection agency recommendation for repairing/ overhauling/ replacement/ up-gradation of inspected equipment and accessories to bring them to safe and efficient operational status as per industrial practice.

2.2.2.6 Re-inspection for checking OGDCL compliance to inspection agency recommendation (repair/ overhaul/ replacement/ up-gradation) made in first phase inspection.

2.2.3 Deliverables:

During the on-site rig inspections, bidder/ Inspection agency will submit a soft and a hard copy of the progress report to the concerned Rig Management/ Operation Manager and a soft copy to OGDCL Head Office on daily basis at e-mail address misbah_ullah@ogdcl.com and anwar_saleem@ogdcl.com. At the end of on-site inspections, bidder/ Inspection agency will submit a detailed report as per below given requirement.

2.2.3.1 Initial inspection report having recommendation for repair/ overhaul/ replacement/ up-gradation of effected equipment shall be submitted within a day of completion of the on-site inspection. Final inspection report after re-inspection shall also be submitted within a day of completion of the on-site inspection.

2.2.3.2 A soft copy of the final inspection report through e-mail to omrign4@ogdcl.com and three (03) hard copies (printed) in original with all supporting documents placed in suitable file folders to be submitted to Operation Manager, Rig N4.

2.2.3.3 Report to be customized to accommodate OGDCL requirements and shall consist three parts with details given below.

Part-A: Rig inspection report as per standard templates/ format of the Inspection agency with findings and recommendations for each effected individual equipment/ area of inspection as per scope of work along with color pictures.

Part-B: A summarized report for equipment/ assemblies requiring necessary repair, overhaul, up-gradation or replacement to improve operational efficiency and safety standard of the rig.

Part-C Re-inspection report showing compliance/ non-compliance of OGDCL to recommendation mentioned at Part-B.

3. TERMS AND CONDITIONS (T&Cs) FOR BIDDERS

All bidders are required to submit the following documents/ confirmations along with their technical proposals to OM/ In-charge Rig Maintenance at OGDCL Rig N-4 deployed at Well No. Kot Nawab-01, district Sanghar, Sindh. The current address and contacts of the rig is as under:

Operation Manager / In-charge Rig Maintenance



3.1 Company Profile.

Company profile showing business background including history and experience of the required rig inspection.

3.2 Scope of Work.

Scope of work furnished by the bidder including inputs from OGDCL (given at Serial No. 2.2.1 to 2.2.3) along with a standard checklist for rig inspection and copies of at least three inspection reports conducted for 1500 HP or above capacity drilling rigs as per submitted standard checklist.

3.3 Plan/ Schedule of Inspection.

Detailed plan/ schedule of inspection with references to applicable API recommended inspection procedures/ other applicable well known industry standards. Time period required for mobilization of inspectors should not be more than two (02) days after the mobilization notice. Time require for completion of initial inspection (mobilization of inspector, inspection and generation of report) shall not be more than a week whereas that for completion of second inspection (mobilization of inspector, inspection and generation of report) shall not be more than three (03) days.

3.4 Experience of the Bidder and Inspector(s).

3.4.1 Bidder/Inspection agency to have minimum ten (10) year experience in oil and gas rig inspections/ rig audit surveys. List of successful rig inspections carried out by the bidder/ Inspection agency to be provided. Verifiable work history showing successful execution of similar inspection jobs on oil & gas drilling and work-over rigs giving brief scope of work, postal addresses, e-mail addresses and contact (phone/ fax) numbers of minimum three (03) clients inside/ outside Pakistan.

3.4.2 Minimum experience of ten (10) successful rig inspections during the last five (05) years is mandatory. Copies of service orders/ completion certificates in this regard must be provided with the technical bid proposal as documentary evidence.

3.4.3 Qualified bidder (the Inspection agency) shall be required to depute inspector(s) who

3.4.3.1 Are well conversant with the applicable standards and procedures for inspection of oil and gas drilling and work-over rigs.

3.4.3.2 Have minimum cumulative experience of minimum ten (10) in oil and gas rig operation, inspection, maintenance and repair with minimum five (05) year experience in the field of oil and gas rig inspection/rig audit process. Detailed CVs of inspectors showing qualification, training and experience of inspectors must be provided with the technical proposal. OGDCL reserves the right to review the CV of inspector(s) for acceptance purposes. Preference will be given to those inspectors who have spent higher number of years working on the Rig(s) in various supervisory positions in drilling, mechanical, electrical and safety fields.

3.4.3.3 Are fluent in written and spoken English.

3.5 Each inspection team must include at least two (02) inspectors with the required relevant experience one each for inspection of drilling/safety and mechanical/electrical functions of the rig, associated equipment, accessories, spares and documents.

- 3.6 OGDCL prefers that the bidder/ Inspection agency, for this inspection job, will provide Pakistani nationals with requisite experience, if available. Expatriate professionals will only be employed by the bidder/ Inspection agency when qualified / experienced Pakistani nationals for the contractual services are not available after exhausting all-out efforts. Security clearance from Government of Pakistan in respect of the nominated expatriates on urgent basis shall be responsibility of the bidder/ Inspection agency. Arrangement for visa, return air tickets and security clearance in shortest possible time shall be responsibility of the bidder at the bidder's/ Inspection agency's cost.
- 3.7 Transportation and hotel stay of the bidder's/ Inspection agency's personnel and equipment shall be responsibility of the bidder/ Inspection agency at the bidder's/ Inspection agency's cost. No out of pocket expenses shall be paid to the Inspection agency in this respect.
- 3.8 Safety and health issues regarding Inspection agency's personnel working at OGDCL rig site will be Inspection agency's responsibility. In case of medical emergency, first aid will be provided by OGDCL to only those Inspection agency's personnel working at rig site and, if required, medevac from rig site to nearest hospital will be provided.
- 3.9 Before mobilization, the Inspection agency will provide CVs of the nominated inspectors (with ability, qualification and experience as per Sr. No. (3.4.3) to OGDCL for verification and approval and Inspection agency will mobilize the inspectors only after approval of OGDCL. Inspection agency shall be liable to replace any service person within a suitable time frame if his ability, qualification, experience, behavior or working is found unsatisfactory by OGDCL before or after the mobilization/ commencement of job and such replacement should be without any additional cost to OGDCL.
- 3.10 OGDCL will not provide any tools and instruments required for this inspection. It will be Inspection agency's responsibility to have all the required tools and instruments at the work place. Moreover, OGDCL reserves the right to check that the Inspection agency's tools and instruments are in correct working order, fit for the intended purpose and calibrated.
- 3.11 A soft copy of the final inspection report through e-mail to omrign4@ogdcl.com and three (03) hard copies in original for each inspected rig as per Sr. No. 2.2.3 with all supporting documents placed in suitable file folders to be submitted to Operation Manager, OGDCL Rig N4, Well No. Kot Nawab-1, District Sanghar, Sindh
- 3.12 Payment to the Inspection agency will be made in Pakistani Rupees after verification and acceptance of the inspection report by OGDCL. Supplier to mention in the commercial bid, complete description of the service and lump-sum charges. The cost shall be inclusive of all applicable taxes except ICT/PST.

4. EVALUATION CRITERIA FOR TECHNICAL BIDS

Evaluation of technical bids will be strictly based on merit. To quantify the technical evaluation of bids, following criteria (weightage to each discipline) shall be adopted. Bidders are encouraged to provide competitive data of experience and capabilities on their credit to improve the rating of their bids as per given evaluation criteria and explanation thereof. Only those technical proposals will be declared technically responsive who will secure

- i. minimum 75% (Seventy Five Percent) aggregate marks and
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- ii. no zero marks in any discipline.

S#	Description	Marks	Bidder's Offer/ Compliance	Marks Obtained	Explanation
1.	Provision of Company Profile, scope of work, standard checklist and copies of at least three inspection reports for 1500 HP or above capacity drilling rigs as per submitted standard checklist	5			Zero marks if not provided.
2.	Provision of verifiable work history for the minimum last minimum ten (10) years showing oil and gas rig inspections carried out by the bidding Inspection agency	25			Zero marks if experience is less than the required minimum. 20 marks for the required minimum experience. One (1) mark for each additional year up to a maximum of 25 marks.
3.	Provision of proof of experience (service orders/ completion certificates etc.) of ten (10) rigs inspection by the bidding Inspection agency during the last five (05) years	25			Zero marks if experience is less than the required minimum. 20 marks for the required minimum number of rigs inspected during the last five years. One (1) mark for each additional five rigs inspection during this period up to a maximum of 25 marks.
4.	Qualification of inspectors Academic qualification, preferably, a Bachelor Degree in Engineering or 03 year Diploma of Associate Engineer (DAE)	15			15 marks for engineers, 12 marks for DAE, 10 marks for others as long as the inspector(s) has 15 years cumulative experience of working on and inspection of the Rig(s). In case of difference in qualification level of

					individuals, average marks will be allocated.
5.	Experience of inspectors Minimum cumulative experience of ten(10) years in oil and gas rig operation, inspection, maintenance and repair out of which minimum five (05) year experience in the field of oil and gas rig inspection/ audit as per Serial No. 3.4.3.2 of TOR	20			Zero marks if experience is less than the required minimum. 15 marks for the required minimum experience. One (1) mark for each additional year in cumulative experience up to a maximum of 20 marks. In case of difference in experience level of individuals, average marks will be allocated.
6.	Provision of last three years audited financial accounts	10			Zero marks if not provided.
Total Marks		100			
Qualifying Marks (Aggregate)		75 %			

5. EVALUATION CRITERIA FOR FINANCIAL BIDS.

- 5.1 As per PPRA rules, financial bids of only those bidders will be considered for financial evaluation who will qualify the prescribed technical evaluation criteria.
- 5.2 The quoted lump sum cost for all rigs shall include the cost of inspection, mobilization/ demobilization of inspectors and their equipment and cost of reporting etc. inclusive of all taxes, duties, levies etc. except PST and ICT which will be borne by OGDCL.
- 5.3 Evaluation of the financial bids will be based on the total lump sum cost quoted by the bidder as per below format. Cost per day or cost per man-day will not be considered for financial evaluation.

Description of Service	Cost (PKR)
Lump sum cost for Inspection of OGDCL rig N-4 flood effected equipment	

6. DOCUMENTS REQUIRED WITH TECHNICAL PROPOSAL:

In addition to other mandatory documents required by OGDCL in this tender enquiry, all bidders must also provide the following documents and information with their bids/ proposals.

- 6.1.1 A copy of these TORs (total eight pages) duly signed and stamped by the bidder/ bidding Inspection agency's authorized person must be provided with the technical proposal in token of acceptance

- 6.1.2 Company profile as per Sr. No. 3.1
- 6.1.3 Scope of work, standard checklist and copies of at least three inspection reports for 1500HP or above capacity drilling rigs as per submitted standard checklist as per Sr. No. 3.2
- 6.1.4 Detailed plan/ schedule of inspection as per Sr. No. 3.3
- 6.1.5 Time period required for mobilization of inspectors as per Sr. No. 3.3
- 6.1.6 Time period required for executing the on-site rig inspection as per scope of work as per Sr. No. 3.3
- 6.1.7 Inspection agency to prepare and submit final inspection report after completion of the on-site inspections of the rig as per Sr. No. 2.2.3
- 6.1.8 Bidder's/ Bidding Inspection agency's verifiable work history showing minimum ten (10) year experience of oil and gas rig inspections as per Sr. No. 3.4.1
- 6.1.9 Bidder's/ Bidding Inspection agency's rig inspection record (service orders/ completion certificates etc.) showing minimum experience of ten (10) successful rig inspections during the last five (05) years as per Sr. No. 3.4.2
- 6.1.10 Copies of last three years audited financial accounts of the bidding Inspection agency.
- 6.1.11 CVs/ Resumes of the inspectors with ability and minimum experience as per Sr. No. 3.4.3


12-12-2022
In-charge Rig Maintenance

OGDCL Rig N-4
Afiab Alam Bisrui
Technical Officer (E) R/M
OGDCL, RIG N-4


12/12/22
Operation Manager

OGDCL Rig N-4
Operation Manager
Rig N-4 (OGDCL)
051-2623017



TENDER DOCUMENT

TENDER ENQUIRY NO: PROC-SERVICES/TPI/N-4/2022

**“Hiring of Third Party Services for Inspection of Rig N-4
Equipment”**

AMOUNT OF BID BOND (AS MENTIONED IN ANNEXURE-A/TOR)-----

AMOUNT OF PERFORMANCE BOND (AS MENTIONED IN ANNEXURE-A/TOR)-----

DUE DATE & TIME

- i. Bids submission date and time (As per Press Tender Notice)
- ii. Bids opening date and time (As per Press Tender Notice)

OGDCL SALES TAX REGISTRATION

NO. 07-02-2802-001-55

INVITATION FOR BIDS

BIDDING DOCUMENT

TENDER NO. PROC-SERVICES/TPI/N-4/2022



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OIL & GAS DEVELOPMENT COMPANY LIMITED
OGDCL RIG N-4, WELL NO. KOT NAWAB-01, SANGHAR (SINDH).

NO: - PROC-SERVICES/TPI/N-4/2022

Dated: XXXXX

SUBJECT: "Hiring of Third Party Services for Inspection of Rig N-4 Equipment"

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

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

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

The technical & Financial Bids will be opened together on date mentioned in SOR / Tender Notice. Technical & Financial evaluation report will be published on OGDCL's website before assigning of Service order to any bidder.

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 # **PROC-SERVICES/TPI/N-4/2022**
"Hiring of Third Party Services for Inspection of Rig N-4 Equipment"
- 1.5 The Purchaser does not take any responsibility for collecting the Bids from any Agency.
- 1.6 The Purchaser reserves the right to increase or decrease the quantities or may cancel any or all items shown in the Schedule of Requirement, without assigning any reason thereof.
- 1.7 The Purchaser Reserve the right to have the items inspected by its own representative, or by 3rd party at its own cost (if required).
- 1.8 It must be indicated in the offer that the quotation fully conforms to Technical Specifications and Terms and Conditions of the Tender.
- 1.9 The Purchaser reserves the right to accept or reject any Bid and to annul the bidding process and reject all the Bids at any time prior to award of Service 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 un-loading, Octroi and Zila Tax etc. for delivery of material at Purchaser's stores located at OGDCL RIG N-4.
- 2.5. Quoted price shall be valid for 60 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 together in a single sealed envelope.
- 3.2. Technical & Financial Bids will be opened together on Bid opening date.
- 3.3. The bid shall be submitted in a sealed envelope marked as under:-

OPERATION MANAGER

OGDCL Rig N-4, Well No. Kot Nawab-01, District Sangharh, Sindh,
C/O TCS Office Nawab Shah. Phone# 051-2623017, Email: omrign4@ogdcl.com

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

Tender Enquiry No. PROC-SERVICES/TPI/N-4/2022

“Hiring of Third Party Services for Inspection of Rig N-4 Equipment”

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

4. DEADLINE FOR SUBMISSION OF BIDS:

4.1. All Bids must be delivered/ dropped in the Office of I/C Rig Maintenance OGDCL Rig N-4, Well No. Kot Nawab-01, Sangharh, Sindh or C/O TCS Office Nawab Shah on or before the prescribed deadline of bid opening date.

5. LATE BIDS:

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

6. BID OPENING:

7.1. OGDCL will open the Technical/Financial Bid(s), in the presence of bidder’s representative(s) who may chose to attend on date , time & location mentioned above.

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

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

7.4 Arithmetical errors found will be corrected as follows:

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

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

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

7. DETERMINATION OF RESPONSIVENESS:

7.1. After opening of the bids, the purchaser will determine whether each bid is substantially responsive to the requirements of the bidding documents.

7.2. For the purpose of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviation. A material deviation is one which means in-consistent with the bidding document, affects in any substantial way the

scope, quality or prescribed delivery schedule or which limits in any substantial way, the purchaser's right or the bidder's obligation under the contract.

- 7.3. A bid determined to be a non-responsive will be rejected by the purchaser and shall not subsequently be made responsive by the bidder by correction of the non-conformity.
- 7.4. The purchaser may waive any minor deviation non-conformity or irregularity in a bid, which does not constitute a material deviation, provided that the waiver does not prejudice or affect the relative standing order of other bidder(s).
- 7.5. To assist in determining a bid's responsiveness the bidder may be asked for a clarification of his bid. The bidder is not permitted, however, to change bid price or substance of his bid.

8. ISSUANCE OF LOCAL SERVICE ORDER:

- 8.1. The purchaser will issue the local service 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 Service 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/ service & punch list clearance and provisional acceptance by OGDCL/ Engineering Consultant

11. DELIVERY SCHEDULE:

“HIRING OF THIRD PARTY SERVICES FOR INSPECTION OF RIG N-4 EQUIPMENT”

Against this tender is to be completed within time period mentioned in SOR/TOR/ Annexure-A from the date of issuance of firm purchase/ service/ work order.

12. EXTENSION IN THE DELIVERY / COMPLETION PERIOD:

- 12.1. Providing of the services shall be made by the supplier in accordance with the given delivery schedule in service order.

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

14. FORCE MAJEURE:

- 14.1. The supplier shall not be liable for penalty for delay in delivery of ordered goods, if, and to the extent delay in delivery or other failure to perform his obligation under the service 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 service 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 service 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 Service order. The representative of Operation Manager OGDCL Rig N-4 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 Operation Manager OGDCL Rig N-4.
- 15.4. 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.
- 15.5. 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 service order shall be according to specifications given in Service 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 service 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	
Operation Manager	OGDCL Rig N-4	051-2623017		Omrig4@ogdcl.com
I/C Rig Maintenance	OGDCL Rig N-4	051-2623096		

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

OM/In-Charge Rig Maintenance

OGDCL RIG N-4
Oil & Gas Development Company Limited
Sanghar, Sindh-Pakistan
Phone No. Direct: 051-2623017
Fax No. xxxxxxxx
E-mail: omrig4@ogdcl.com

iw
12/12/22
Operation Manager
Rig N-4 (OGDCL)
051-2623017

12/12/22
Afiab Alam Bistail
Technical Officer (E) R/M
OODCL, RIG N-4

GENERAL TERMS AND CONDITIONS:

- A. BIDS MUST BE SUBMITTED UNDER TWO ENVELOPE BIDDING SYSTEM i.e. TECHNICAL & FINANCIAL BID SEPARATELY PLACED.
- B. TECHNICAL BIDS WILL BE OPENED AS PER TECHNICAL BIDS OPENING DATE WHEREAS DATE OF FINANCIAL BIDS OPENING WILL BE COMMUNICATED ACCORDINLGY.
- C. AFTER TENDER OPENING "TECHNICAL BIDS" WILL BE REVIEWED. THE BIDS WILL BE BROUGHT TECHNICALLY AT PAR BY SEEKING CLARIFICATIONS. THE BIDDERS WILL **NOT** BE ASKED FOR ANY PRICE CHANGE IN THEIR FINANCIAL BIDS DUE TO CERTAIN CLARIFICATIONS AND SUBSEQUENT CHANGE IN THEIR TECHNICAL PROPOSALS. THE BIDDERS WILL **NOT** BE ALLOWED TO SUBMIT SUPPLEMENTARY PRICE PROPOSALS IN A SEPARATE SEALED ENVELOPE TO MAKE IT A PART OF THE ALREADY SUBMITTED UNOPENED FINANCIAL BIDS AND TO ADJUST THEIR QUOTED PRICE SUBSEQUENTLY AFFECTED DUE TO CHANGE IN TECHNICAL PROPOSALS.
- D. ANY BID WITHOUT BID BOND WILL BE REJECTED OUTRIGHTLY.
- E. OGDCL RESERVES THE RIGHT TO REJECT ANY OR ALL THE BIDS WITHOUT ASSIGNING ANY REASON.
- F. QUOTED PRICES MUST BE FIRM (INCLUSIVE OF GST, OTHER TAXES, AND DUTIES).
- G. BIDS WILL BE EVALUATED ON FULL PACKAGE BASIS.
- H. THE MAXIMUM DELIVERY TIME FOR SUPPLY ITEMS IS **EIGHT (08) WEEKS** AFTER ISSUANCE PURCHASE ORDER.
- I. BIDDERS TO SUBMIT THEIR COMPANY PROFILES, EXPERIENCE OF SIMILAR SUPPLIES IN PAKISTAN ALONG WITH TECHNICAL BIDS

BID SUMMARY SHEET
TENDER NO. PROC-WT/RM001/N-4/MP/2022
(TO BE ATTACHED WITH TECHNICAL BID)

1. Bidder Name _____
 - a. Address, Phone & Fax No _____
 - b. E-mail address _____

2. Manufacturer Name & _____
 - a. Country of Origin: _____
 - b. (Where required) _____

3. Items Quoted:(give serial no. only): _____

4. Price Validity: _____

5. Offered Delivery/ Completion Period: _____

6. GST Registration No. _____

7. Bidding Form (Annexure-B Attached with Technical Bid): Yes No

8. Bid Bond Attached with **TECHNICAL** Bid: Yes No

9. Any Deviation: _____

Signature _____

Name & Designation _____



BIDDING FORM (TECHNICAL BID)

Oil & Gas Development Company Limited
OGDCL Rig N-4
Kot Nawab-01, 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 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:- _____

BIDDING FORM (FINANCIAL BID)

**Oil & Gas Development Company Limited
OGDCL Rig N-4
Kot Nawab-01, Sangharh, 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 _____ 201__

(Signature)
(In the capacity of)

Duly authorized to sign Bid for and on behalf of _____

(Signature of Witness)

Name: - _____

Address: - _____

BID SUMMARY SHEET
TENDER NO. PROC-WT/RM001/N-4/MP/2022
(TO BE ATTACHED WITH FINANCIAL BID)

1. Bidder Name _____
Address, Phone & Fax No _____
E-mail address _____
2. Manufacturer Name & _____
Country of Origin: _____
(Where required)
3. Items Quoted:(give serial no. only): _____

4. Price Validity: _____
5. Total FOR (Destination) Price (Without GST): Rs _____
6. Total FOR (Destination) Price (With GST): Rs _____
7. Amount of Bid Bond (without GST): Rs _____
8. Validity of Bid Bond (Expiry Date): _____
9. Offered Delivery Period: _____
10. Payment Terms: _____
11. GST Registration No. _____
12. Bidding Form (Annexure-B-1 attached with TECHNICAL bid): Yes No
13. Any Deviation: _____

Signature _____

Name & Designation _____



BANK GUARANTEE AS EARNEST MONEY

Guarantee # : _____
Date of Issue : _____
Date of Expiry : _____
Amount : _____

Oil & Gas Development Company Limited
OGDCL Rig N-4
Kot Nawab-01, 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 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 void ab initio 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
OGDCL Rig N-4
Kot Nawab-01, Sanghar, Sindh-Pakistan

TEL : +92 051-2623017, 051-2623096
FAX : 92 xxxxxx
EMAIL : omrign4@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 material strictly according to specification must be delivered through Delivery Challan in triplicate at the place and within the time mentioned in this order (on reverse) by you at your own expenses {excluding a grace period of 10 (Ten) days for postal delivery of this Purchase Order}.
 - b. Time is of the essence of this order.
3. **EXTENSION IN SUPPLY PERIOD:** Supply period may be extended in exception cases provided that;
 - a. Force Majeure case is established by the Supplier.
4. **INSPECTION:** All items of this order will be subject to acceptance/rejection by the Inspection Committee/3rd Party Inspector (if required), who will give its decision within 07 days of receipt of material. Rejected material shall be removed / replaced by the Supplier within 07 days from the date of receipt of letter/fax, issued by the Operation Manager, OGDCL Rig N-4. The Supplier will be liable to pay storage charges @ ½ % of the cost of rejected material on every day basis if the same is not removed within 07 days. After 10 days the penalty will be charged at the rate of 5% per day with the supplier's maximum liability under this clause not to exceed 15% of the total value of the Purchase Order.
5. **PENALTY:** For failure to comply with Delivery Clause, penalty shall be imposed on the Supplier as under:
 - a. @ ½ % of cost of entire order or such items as remain un-supplied for every day upto a maximum of 15% for 10 days exceeding the delivery period.
 - b. If the material is not supplied even after paying penalty for 10 (ten) consecutive days. OGDCL reserves the right to cancel the supply order and to obtain the required items from elsewhere at your risk and cost.
6. **DOCUMENTATION FOR PAYMENT:** Following documents must be provided after receipt of Local Purchase Order (LPO) and payment will be processed only after receipt of said certificates:
 - a. National Tax Number (NTN), General Sales Tax (GST) and Professional Tax Paid Certificates must be provided by the firm immediately after receipt of Local Purchase Order (LPO) and payment will be processed only after receipt of said certificates.
 - b. Commercial Invoice having NTN/CNIC Numbers
 - c. Sales Tax Invoice
 - d. Professional Tax Paid Certificate
 - e. Copy of valid Tax Exemption Certificate (if any)
 - f. Delivery Challan
7. **You are encouraged to inform the M.D. and Head of Deptt(s) on the following addresses/ contacts, in case where any OGDCL employee asks for any type of favour whether monetary or in kind:**

DESIGNATION	ADDRESS	TEL #	FAX #	E. MAIL
MANAGING DIRECTOR	OGDCL HOUSE, JINNAH AVENUE, ISLAMABAD	051- 9209701	051-9209708	
OPERATION MANAGER	OGDCL RIG N-4 KOT NAWAB-01, SANGHAR, SINDH-PAKISTAN	051- 2623017	XXXX	Omrig4@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
OGDCL Rig N-4
Kot Nawab-01, Sanghar, Sindh-Pakistan

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

1. To make unconditional payments to you as called upon 10% of the value of the LPO (please mention amount of guarantee in words and figures) mentioned in the said LPO on your return demands without further recourse, question or reference to supplier or any other person in the event of default, non-performance or non-fulfillment by supplier of his obligations, liabilities, responsibilities under the said LPO which you shall be the soul judge.
2. to accept return intimation from you as conclusive and sufficient evidence of existence if a default or breach as aforesaid on the part of supplier and to make payment accordingly within 03 (Three) days of receipt thereof .
3. To keep this guarantee in full force from the date hereof until 30 (Thirty) days from the date of delivery of last consignment of material at given destination as per LPO.
4. To keep 50% amount of this guarantee enforce from the date hereof until 12 months from the date of delivery of last consignment of the material of at given destination as per LPO.
5. That no grant of time or other indulgence to, amendment in the terms of LPO by agreement between the parties or imposition or agreement with LPO in respect of the performance of this obligations under the said agreement, with or without notice to us shall in any manner discharged or otherwise affect this guarantee and our liabilities and commitments their under.
6. This guarantee shall be binding on us and our successor's interest and shall be irrevocable.
7. This guarantee shall not be affected by any change in the constitutions of the Guarantor Bank or the supplier.

(BANKER)



BANK GUARANTEE AS ADVANCE PAYMENT

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

Oil & Gas Development Company Limited
OGDCL Rig N-4
Kot Nawab-01, 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 # 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)