

# Oil & Gas Development Company Limited

## Uch Gas Field

Annexure- A

Tender Enquiry No.: TE/UCH/TELE/25/01

Dated: 09-03-2025

### Refilling of Helium (N5) Gas Cylinders

#### Schedule of Requirement

S.No	DESCRIPTION WITH FULL SPECIFICATIONS	Unit	QTY REQ
01	<b>Refilling of Helium Cylinders of Grade N5 in 50-Ltr Cylinders at 200 Bar having 10 m<sup>3</sup> Volume. Valve Outlet: BS3 Hydro Test Certified</b>	No.	<b>11</b>



# **TENDER DOCUMENTS**

**TENDER ENQUIRY NO: TE/UCH/TELE/25/01**

**“Refilling of Helium Gas Cylinders of Grade N5 Cylinder Pressure 200 Bar,  
Capacity 50Ltr, Gas Volume ~ 10m<sup>3</sup>”**

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

**ISSUING DATE: 12 March, 2025**

**BID SUBMISSION DATE: 09April, 2025**

**OGDCL SALES TAX REGISTRATION**

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

**INVITATION FOR BIDS**

**BIDDING DOCUMENT**

**TENDER NO. TE/UCH/TELE25/01**

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# OIL & GAS DEVELOPMENT COMPANY LIMITED

## UCH GAS FIELD, DERA BUGTI

NO: - TE/UCH/TELE/25/01

Dated: 09-03-2025

SUBJECT: Refilling of Helium Gas Cylinders of Grade N5 (99.999% Pure)

**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 bid will be opened on the date mentioned in SOR / Tender Notice.

1. **INSTRUCTIONS TO BIDDERS:-**

- 1.1 The bidder(s) shall bear all cost associated with the preparation and delivery of their bids, 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 one week 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/UCH/TELE/25/01, **“Refilling of Helium Gas Cylinders of Grade N5 (99.999% Pure) 50Ltr Cylinder Pressure 200Bar Capacity 50Ltr, Gas Volume Approx~10m<sup>3</sup>”, Valve Outlet : BS3.**

- 1.5 The Purchaser does not take any responsibility for collecting the Bids from any Agency.
- 1.6 The Purchaser reserves the right to increase or decrease the quantities or may cancel any or all items shown in the Schedule of Requirement, without assigning any reason thereof.
- 1.7 The Purchaser Reserve the right to have the items inspected by its own representative, or by 3<sup>rd</sup> party at its own cost (if required).
- 1.8 It must be indicated in the offer that the quotation fully conforms to Technical Specifications and Terms and Conditions of the Tender.
- 1.9 The Purchaser reserves the right to accept or reject any Bid and to annul the bidding process and reject all the Bids at any time prior to award of Purchase Order without assigning any reason and without thereby incurring any liability to the affected bidder(s) or any obligation there under.
- 1.10 Unsolicited advice/clarifications and personal approaches by the Bidder at any stage of evaluation are strictly prohibited and shall lead to disqualification.
- 1.11 In the event that the Bidder submits an alternative Bid(s) whether in whole or against any of the items, a group or sub-group in addition to its Main Bid, the Bids must be marked as “Main Bid” and “Alternative Bid”. Alternative bid(s) which do not conform to the specifications, but meet the performance prescribed in, or the objectives of, the specifications may be submitted. However, only the Alternative Bid of the Bidder whose Main Bid is the lowest evaluated bid will be considered.
- 1.12 A Bidder, who wishes to have its Alternative Bid(s) considered on an equal basis with all other (Main) Bids, must submit a Bid Bond for each Alternative Bids, an Alternative Bid must be submitted in a sealed envelope clearly marked “Alternative Bid”, separate from the Main Bid.
- 1.13 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to Bidding Documents in every respect will result in the rejection of the Bid.
- 1.14 All prospective bidders are advised to read carefully all terms & conditions enunciated in the Tender Documents prior to filling / submission of their quotation.
- 1.15 The Bidder/Supplier/Contractor/Agent must particularly note that in case of submission of forged document, withdrawal of bid during bid validity, fails or refuses to sign purchase order/contract, non-acceptance or meet the purchase/service order’s terms & conditions, non-execution of work, non-submission of relevant bank guarantee as per tender terms, non-supplies as per specifications, non-fulfillment of contractual obligations, under performance, non-compliance of contractual obligations vital for execution, repeated non-performance, indulged in corrupt and fraudulent practices, tax evasion, criminal misappropriation by a court of competent authority or any other reason, Bidder/Supplier/Contractor/Agent will be liable to severe punitive action by the Purchaser/OGDCL leading to Blacklisting/Debarment in addition to any other legal action that shall be initiated  
**The procedure of Blacklisting/Debarment is uploaded on OGDCL’s website at following link:  
<http://ogdcl.com/uploads/tender/BlackListingProcedure.pdf>  
which is an integral part of this Tender Document.**
- 1.16 Bank Guarantees as Bid Security/Bid Bond/Earnest Money/Performance Bond/ Advance Payment must be submitted strictly in accordance with the format of the Tender Document.

- Extension in any of these guarantees (if required), must be submitted in original 15 days before the expiry date, otherwise, OGDCL may proceed for encashment.
- 1.17 Bid Bond/Bid Security/Earnest Money/Performance Bond in shape of Pay Orders/Cash Deposit Receipt/ Demand Draft issued by a Pakistani Scheduled Bank (listed or not listed at Pakistan Stock Exchange) or a branch of foreign bank operating in Pakistan is acceptable. However, Bid Bond/Bid Security/Earnest Money/ Performance Bond/ Advance Payment in shape of Bank Guarantees will not be acceptable with the banks whose market price per share is quoted below the Par Value at Stock Exchange.

## 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 **UCH GAS FIELD, DERA BUGTI.**
- 2.5. Quoted price shall be valid for 120 days from the opening date of the Financial Bid.
- 2.6. Technical brochure/literature confirming Size, Brand & Country of Origin of quoted items/material must be attached with the Technical Bid (where deemed necessary).
- 2.7. Any quotation not confirming to Clause 2.1 to 2.6 shall be rejected without any right of appeal.
- 2.8. OGDCL is entitled to avail concessionary rate of duty (5%) under the provision of S.R.O 678(I)/2004 for the material that are not manufactured locally. Bidders are advised to use this concessionary rate of duty and quote their most competitive prices observing laid down conditions of S.R.O 678(I)/2004. OGDCL will issue a letter to Custom Authorities to facilitate clearance of consignment by the successful bidder(s). Bidder(s) should clearly mention in his bid that quoted prices are as per SRO 678 and claim issuance of recommendation letter for Custom clearance to avail concessionary rate.
- 2.9. The bidders are requested to separately and very clearly mention the Cost of Goods and applicable duties and taxes as applicable under the provision of S.R.O 678(I)/2004.
- 2.10. Bidder(s) who disclose quoted prices anywhere in the Technical Bid, under "Single Stage Two Envelop" and "Two Stage Two Envelope" bidding procedures, their bid shall be rejected.



### **3. BID SECURITY/ BID BOND:**

- 3.1. The bidder(s) shall furnish, as part of his bid, copy of Bank Draft/Call Deposit/Pay order/Online Transfer (in OGDCL PKR Account No.PK65 HABB 0008 7400 1592 3103) or Bank Guarantee (As per Annexure-D), in line with Instruction to Bidder Clause No.1.17, in favor of Purchaser as per amount mentioned in Tender Notice/SOR as Bid Security/ Bid Bond/Earnest Money with Technical Bid (No exemption of Bid Bond is allowed as per PPRA Rule 2004 whether the Bidder is from Public or Private Sector). Extension in Bid Bond in shape of Bank Guarantee (if required), must be submitted in original 15 days before the expiry date otherwise OGDCL may proceed for encashment.
- 3.2. Any Bid not accompanied by Bid Security/ Bid Bond/Earnest Money with Technical Bid shall be rejected without any right of appeal. Short Bid Security/ Bid Bond/Earnest Money will not be accepted. Crossed Cheque/Insurance Guarantee/Swift Message will also be not accepted.
- 3.3. The Bid Security/Bid Bond/Earnest Money shall be returned as per following manner:
  - 3.3.1 The Bid Security/ Bid Bond/Earnest Money of bidder(s) whose bid is rejected under Clause 2.7 will be returned forth-with.
  - 3.3.2 The Bid Security/ Bid Bond/ Earnest Money of Technically Non Responsive Bidder(s) shall be returned within two weeks of declaring the technical qualification.
  - 3.3.3 The Bid Security/ Bid Bond/ Earnest Money of the unsuccessful/financially higher bidder(s) will be released within two weeks of declaration of the successful bidder.
  - 3.3.4 The Bid Security/ Bid Bond/ Earnest Money of the lowest/most advantageous bidder(s) will be returned after authenticity/realization of Amount of Performance Bond.
  - 3.3.5 The Bid Security/ Bid Bond/ Earnest Money of the lowest/most advantageous bidder/ Supplier/Contractor where Performance Bond is not required shall be returned after complete delivery and inspection of the material/services.
- 3.4. The Bid Security/ Bid Bond shall be forfeited/confiscated if they:
  - 3.4.1 Withdraw their bid during the period of bid validity. OR
  - 3.4.2. Fails to provide Performance and/or Advance Bank Guarantees. OR
  - 3.4.3. Submit Forged document in support of their bid. OR
  - 3.4.4 Fails to supply the short/wrong shipped items. OR
  - 3.4.5 Any other reason warranting the confiscation of the Guarantee. OR
  - 3.4.6 Fails to execute Purchase Order and/or Contract in accordance with the tender document. OR

- 3.4.7 In case of any loss or damage suffered by the Purchaser due to any of the aforementioned act of the bidder(s) is more than the Liquidated Damages, the Purchaser will be entitled to mitigate/recover the losses through encashment of Bid Securities/ Bank Guarantee(s)/Earnest Money(s) or forfeiture of Security furnished by the bidder in other procurement cases.

#### **4. SEALING AND MARKING OF BIDS:**

- 4.1. The bidder(s) shall furnish Technical & Financial Bid(s) in two separate sealed envelopes under Single Stage Two Envelope & Two Stage Two Envelope bidding procedure.
- 4.2. Technical Bids will be opened first.
- 4.3. Bid Security/ Bid Bond as mentioned in Press Tender Notice/SOR must be enclosed with Technical Bid
- 4.4. Only Financial Bid(s) of Technically responsive bidder(s) will be opened publicly.
- 4.5. Financial Bids of technically non responsive bidder(s) will be returned after award of Local Purchase Order to successful bidder(s).
- 4.6. The bid shall be submitted in a sealed envelope marked as under:-

**Field Manager,  
Uch Gas Field-OGDCL  
Dera Bugti, Balochistan  
C/O TCS/LCS Office, Jacobabad-Sindh.  
Phone No. 0838-520237,  
Email: [uch@ogdcl.com](mailto:uch@ogdcl.com), [uch\\_telemetry.inst@ogdcl.com](mailto:uch_telemetry.inst@ogdcl.com)**

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

#### **Tender Enquiry No. TE/UCH/TELE/25/01**

**Refilling of Helium Gas Cylinders of Grade N5 (99.999% Pure  
Cylinder Pressure 200Bar Capacity 50Ltr, Gas Volume  
Approx~10m<sup>3</sup>, Valve Outlet : BS3.**

**DON'T OPEN BEFORE 10:30 HRS ON 10-04-2025.**

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

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

#### **5. DEADLINE FOR SUBMISSION OF BIDS:**

5.1. All Bids must be delivered/ dropped in the Office of Field Manager Uch Gas Field, Dera Bugti (c/o TCS/LCS Office, Jacobabad-Sindh) on or before the prescribed deadline of **1300 hrs on above mentioned date.**

**6. LATE BIDS:**

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

**7. BID OPENING:**

7.1. OGDCL will open the Technical/Financial Bid(s), in the presence of bidder's representative(s) who may choose 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.

**8. DETERMINATION OF RESPONSIVENESS:**

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

8.2. 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.

- 8.3. 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.
- 8.4. 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).
- 8.5. 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.

**9. ISSUANCE OF LETTER OF AWARD/ INTENT (LOA/LOI):**

On acceptance of the bid, LOA/ LOI shall be issued to the successful bidder. The successful bidder shall confirm the acceptance of the terms and conditions stipulated in the LOA/LOI within 03 days of issuance of the LOA/LOI, otherwise acceptance of all the contents of the LOA/LOI shall be assumed. The successful bidder shall submit Performance Bond as per Clause No.11.1 of tender document.

**10. ISSUANCE OF LOCAL PURCHASE ORDER (LPO):**

- 10.1. The purchaser will issue the local purchase order to the successful bidder whose bid is determined to be technically responsive and financially lowest evaluated.
- 10.2. Terms & Conditions (General) of LPO are available at Annexure-G.

**11. PERFORMANCE BOND:**

- 11.1. The successful bidder(s) will have to submit a Performance Bond in the shape of either Bank Guarantee (as per format attached at Annexure-H) or CDR or Pay Order/Demand Draft equal to 10% of total value of Purchase Order and/or Contract exclusive of GST/PST/ICT, in line with ITB Clause No.1.17, within fifteen days after issuance of Letter of intent. Extension in Performance Bond in shape of Bank Guarantee (if required), must be submitted in original 15 days before the expiry date otherwise OGDCL may proceed for encashment. However, Performance Bond will not be required in cases of spares/ consumables only uptoRs.5 Million in Proprietary, single source mode of procurement only.
- 11.2. 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 3.4.
- 11.3. The purchaser reserves the right to check the authenticity of performance bond from the concerned Bank.
- 11.4. The Performance Bond shall be confiscated if they
- 11.4.1 Fails to provide Advance Bank Guarantee (where applicable) OR
  - 11.4.2 Submit Forged document in support of their bid. OR

- 11.4.3 Fails to execute Purchase Order and/or Contract in accordance with the terms& conditions of tender document/LPO/Contract. OR
- 11.4.4 Fails to supply the short/wrong shipped items. OR
- 11.4.5 Any other reason warranting the confiscation of the Guarantee. OR
- 11.4.6 In case of any loss or damage suffered by the Purchaser due to any of the aforementioned act of the bidder(s) is more than the Liquidated Damages, the Purchaser will be entitled to recover the losses through encashment of Bid Securities/ Bank Guarantee(s)/Earnest Money or forfeiture of Security furnished by the bidder in other procurement cases.

## **12. PAYMENT:**

- 12.1. Progressive Payments will be made as per following payment milestones on the completion of works:
  - 12.1.1. 100 % after delivery of material & punch list clearance and provisional acceptance by OGDCL/ Engineering Consultant
  - 12.1.2. the payment shall be made after furnishing the required documents mentioned in Clause No.6(b) of General Terms & Conditions of Annexure G of LPO.

## **13. DELIVERY SCHEDULE:**

### **13.1 Refilling of Helium Gas Cylinders of Grade N5**

Against this tender is to be completed **WITHIN 04 weeks** from the date of receipt of firm Purchase/ work order.

## **14. EXTENSION IN THE DELIVERY / COMPLETION PERIOD:**

- 14.1. Providing of the services shall be made by the supplier in accordance with the given delivery schedule in purchase order.
- 14.2. The supplier may claim extension of the time limits as set forth in the purchase order in case of:-
  - 14.2.1. Changes in Scope of Work or in the specifications of goods, material & equipment by the OGDCL.
  - 14.2.2. Delay in provision of clarifications regarding material, drawings and services by the OGDCL
  - 14.2.3. Force Majeure pursuant to clause 15.
- 14.3. 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.

- 14.4. 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.
- 14.5. In case of extension in delivery period, the supplier/ contactor will extend validity of Performance Bond accordingly at his cost.
- 14.6. 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.

## **15. LIQUIDATED DAMAGES:**

- 15.1. For failure to comply with delivery schedule of purchase order, penalty will be imposed on defaulting supplier as under:-
  - 15.1.1. Subject to clause 16 of Tender Document, If the supplier/contractor fails to deliver any or all of the goods/services within the time period(s) specified in the LPO/Contract, the Purchaser shall, without prejudice to other remedies under the LPO/ Contract, deduct from the contract price / Bank Guarantee as liquidated damages, a sum not more than 0.5% of the LPO/contract price per week or part thereof for first four weeks, 1.00% per week for next four weeks and 1.5% per week exceeding four weeks upto maximum extent of 10% of the LPO/contract value.
  - 15.1.2. In case the Purchaser is satisfied that the delayed / defective shipment was due to some mistake or circumstances beyond the control of the contractor and the contractor has not intentionally or negligently contributed in the delay, the Purchaser may impose Liquidated Damages for not more than a sum equivalent to 0.5% of the delayed or defective shipment per week or part thereof for first two weeks, 1.00 % per week for next three weeks and 1.5% per week exceeding five weeks but not exceeding 10% of the LPO/contract value of the delayed/defective shipment provided that the contractor takes immediate remedial measures for the- replacement of defective shipment and takes prompt steps to mitigate the delay. The Purchaser may however, impose Liquidated Damages as per (a) above if the delayed or defective shipment has affected the project completion schedule or has resulted in production losses.
  - 15.1.3. Even after imposition of LDs, if the supplier fails to materialize the delivery (material and or services); the Purchaser reserves the right to cancel Purchase order/ contract and to forfeit the Guarantee (if applicable) after intimating the supplier for such cancellation / forfeiture.

## **16. LIMITATION OF LIABILITY**

- 16.1 The supplier shall not be liable to OGDCL, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss

- of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to OGDCL.
- 16.2 The aggregate liability of the Supplier to OGDCL, whether under the Contract, in tort or otherwise, shall not exceed the total Contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify OGDCL with respect to patent infringement.

## **17. FORCE MAJEURE:**

- 17.1. 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.
- 17.2. 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.
- 17.3. 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.

## **18. INSPECTION AND TEST:**

- 18.1. 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 Uch Gas Field Dera Bugti will witness the inspection (where so required).
- 18.2. 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.
- 18.3. Rejected material/ work shall be moved/ replaced by the supplier within 07 days from the receipt of letter/fax issued by the Field Manager Uch Gas Field Dera Bugti. 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.
- 18.4. Acceptance/rejection of the material by 3<sup>rd</sup> party will be final and binding on both the parties.

## **19. WARRANTY:**

- 19.1. The supplier/ contractor 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/ Contractor at his cost.
- 19.2. OGDCL shall promptly notify the supplier in writing, of any claims arising under this warranty.
- 19.3. The supplier/ contractor will invariably provide warranty/guarantees

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

- 20.1. 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.
- 20.2. 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.
- 20.3. 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.
- 20.4. 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.

## **21. ADVANCE BANK GUARANTEES:**

- 21.1. The successful bidder(s) will have to submit a Bank Guarantee as per format attached at (Annexure-I) as per Tender Document Clause No.1.17 equal to the amount of advance, if allowed under Tender terms within the period specified in the Letter of Intent. Extension in Advance Payment Bank Guarantee (if required), must be submitted in original 15 days before the expiry date otherwise OGDCL may proceed for encashment.
- 21.2. The Purchaser reserves the right to check the authenticity of Advance Bank Guarantee from the concerned Bank.
- 21.3. The Advance Bank Guarantee will be confiscated if they:
  - 21.3.1. Submit Forged document in support of their bid. OR



- 21.3.2. Fails to execute Purchase Order and/or Contract in accordance with the terms & conditions of tender document/LPO/Contract. OR
- 21.3.3. Fails to supply the short/wrong shipped items. OR
- 21.3.4. Any other reason warranting the confiscation of the Guarantee. OR
- 21.3.5. In case of any loss or damage suffered by the Purchaser due to any of the aforementioned act of the bidder(s) is more than the Liquidated Damages, the Purchaser will be entitled to recover the losses through encashment of Bid Securities/ Bank Guarantee(s)/Earnest Money or forfeiture of Security furnished by the bidder in other procurement cases

**22. 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:-**

<b>DESIGNATION</b>	<b>ADDRESS</b>	<b>TEL #</b>	<b>FAX #</b>	<b>E. MAIL</b>
Managing Director	OGDCL House	051-9209701	051-9209708	
Field Manager	Uch Gas Field	0838-520237	uch_telemetry.inst@ogdcl.com	uch@ogdcl.com

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

**Field Manager Uch Gas Field**  
Oil & Gas Development Company Limited  
Dera Bugti, Balochistan,  
C/O TCS Office Jacobabad, Sindh  
Phone No. 0838-520237  
Email: uch\_telemetry.inst@ogdcl.com  
Email:uch@ogdcl.com

**ANNEXURE-A**

**GENERAL TERMS AND CONDITIONS:**

- A. BIDS MUST BE SUBMITTED UNDER TWO ENVELOPES BIDDING SYSTEM i.e. TECHNICAL & FINANCIAL BID SEPARATELY ON DUE DATE.
- B. FINANCIAL BIDS OF ONLY TECHNICALLY RESPONSIVE BIDDERS WILL BE OPENED PUBLICLY.
- 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. SEALED FINANCIAL BIDS OF TECHNICALLY NON-RESPONSIVE BIDDERS WILL BE RETURNED UN-OPENED.
- E. OGDCL RESERVES THE RIGHT TO REJECT ANY OR ALL THE BIDS WITHOUT ASSIGNING ANY REASON.
- F. QUOTED PRICES MUST BE FIRM IN PAK RUPEES ON FOR UCH GAS FIELD BASIS (INCLUSIVE OF GST, OTHER TAXES, AND DUTIES).
- G. OGDCL RESERVES THE RIGHT TO EVALUATE THE BID(S) EITHER ITEM-WISED OR FULL PASKAGE BASIS WITHOUT ASSIGNING ANY REASON. TO QOUTE COMPETITIVE PRICES FOR ALL OR ANY ITEMS ENABLE COMPANY TO DECIDE PURCHASE.
- H. THE VARIATION IN QUANTITY WILL NOT CHANGE THE UNIT COST OF MATERIAL.
- I. NO ADVANCE PAYMENT WILL BE MADE AT THE TIME OF PO.
- J. THE INSPECTION OF MATERIAL WILL BE CARRIED OUT AT SITE IN CASE OF REJECTION, ALL OF THE TRANSPORTATION CHARGES WILL BE AT SUPPLER END.
- K. THE BIDDERS ARE NOT ALLOWED TO QUOTE THE ALTERNATE /EQUIVALENT PRODUCT.
- L. PAYMENTS WILL BE MADE THROUGH X-CHEQUE AS PER COMPANY RULES AFTER RECEIPT AND INSPECTION OF MATERIAL AT SITE
- M. INCOME TAX/W. HOLDING TAX DEDUCTIONS WILL BE APPLICABLE AS PER COMPANY/GOVT. RULES.