ANNEXURE-A-1

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

ANNEXURE-B

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 under-stand 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/01/PF/2024)
(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_____

ANNEXURE-B-1

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 under stand 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/01/PF/2024)
(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_____

ANNEXURE-C

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)

ANNEXURE-D

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 certificate 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 able 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, tinder'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: : **+92-0301-6006593**
EMAIL: : marureti@ogdcl.com
Web Site: **www.ogdcl.com**
GST No: **07-02-2802-001-55**

LPO No : TE/ /_____ ISSUED ON : _____

M/s _____,
_____,
_____.

SUBJECT: **LOCAL PURCHASE ORDER.**

Dear Sir,

Ref your quotation dated _____opened on _____against our Press Tender/Tender Enquiry/Fax Enquiry # PROC-L( ) _____ dated _____regarding procurement of _____.

We feel pleasure in placing an order on you for the supply of stores given below. Terms and Conditions of supply are noted below and on reverse.

A/C CODE: _____
INDENT No. _____ DT. _____
FOR: (LOCATION_____) _____DEPARTMENT

S. NO.	DESCRIPTION	QTY	UNIT	INDEX NUMBER	UNIT RATE (RUPEES)		TOTAL (RUPEES)
					(EXCL OF GST)	(INCL OF GST)	
(RUPEES _____ ONLY)					GRAND TOTAL: (INCLUSIVE OF ___% GST)		

TERMS & CONDITIONS:

1. **DELIVERY PLACE & PERIOD**: AT OUR _____ WITHIN _____ AFTER ISSUANCE OF LPO.
2. **PAYMENT CLAUSE:**
   a. PAYMENT AFTER DELIVERY (OR)
   b. PAYMENT AGAINST DELIVERY (OR)
   c. _____% ADVANCE PAYMENT AGAINST BANK GUARANTEE.
3. **PERFORMANCE BOND:** 10% PERFORMANCE BOND IN SHAPE OF BANK GUARANTEE AS PER CLAUSE # _____ OF TENDER DOCUMENTS MUST BE SUBMITTED WITHIN 10DAYS.
4. **INSPECTION:** .....
5. 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 PF Section	Maru Reti Gas Field	+92-0301-6006593		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.

ANNEXURE-F

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)

ANNEXURE-G

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)