



TENDER DOCUMENTS

TENDER ENQUIRY NO: TE/ 01/SGF-Prod/2020

**“Explosion Proof Exe/Exd Atex certified 24 VDC Operated horizontal flare Auto Ignition System Portable
Hand mover/Trolley mounted.”**

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

ISSUING DATE:

OGDCL SALES TAX REGISTRATION

NO. 0702280200155

INVITATION FOR BIDS

BIDDING DOCUMENT

TENDER NO. TE/01/SGF-Prod/2020

TABLE OF CONTENTS

CLAUSE NO.	SUBJECT	PAGE NO.
1.	INSTRUCTIONS TO BIDDERS	1
2.	BID PRICES	2
3.	EARNEST MONEY	2
4.	SEALING AND MARKING OF BIDS	3
5.	DEADLINE FOR SUBMISSION OF BIDS	4
6.	LATE BIDS	4
7.	BID OPENING	4
8.	DETERMINATION OF RESPONSIVENESS	5
9.	ISSUANCE OF LOCAL PURCHASE ORDER (LPO)	5
10.	PERFORMANCE BOND	5
11.	PAYMENT	6
12.	DELIVERY SCHEDULE	6
13.	EXTENSION IN THE DELIVERY PERIOD	6
14.	PENALTY	7
15.	FORCE MAJEURE	7
16.	INSPECTION AND TEST	8
17.	WARRANTY	8
18.	QUALIFICATION OF SELECTED BIDDERS	8
19.	LITIGATION CLAUSE	9

ANNEXURE:

- A SCHEDULE OF REQUIREMENT**
- A-1 GENERAL TERMS & CONDITIONS**
- B BIDDING FORM & BID SUMMARY SHEET (TECHNICAL BID)**
- B-1 BIDDING FORM & BID SUMMARY SHEET (FINANCIAL BID)**
- C BANK GUARANTEE AS EARNEST MONEY (FORMAT)**
- D DECLARATION OF FEES, COMMISSION & BROKERAGE ETC(CERTIFICATE)**
- E LOCAL PURCHASE ORDER (FORMAT)**
- F BANK GUARANTEE AS PERFORMANCE BOND (FORMAT)**
- G BANK GUARANTEE FOR ADVANCE PAYMENT (FORMAT)**

OIL & GAS DEVELOPMENT COMPANY LIMITED
SINJHORO GAS & CONDENSATE FIELD, SANGHAR SINDH

NO: - TE/01/SGF-Prod/2020

Dated: 29-10-2020

SUBJECT: “Explosion Proof Exe/Exd Atex certified 24 VDC Operated horizontal flare Auto Ignition System Portable Hand mover/Trolley mounted.”

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

<http://www.ogdcl.com/Tender/OpenTenders/Goods>

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

The Technical bid will be opened on the date mentioned in Tender Notice. The financial bids of the technically qualified bidders will be opened publicly at same date afterwards.

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 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/01/SGF-Prod/2020, **“Explosion Proof Exe/Exd Atex certified 24 VDC Operated horizontal flare Auto Ignition System Portable Hand mover/Trolley mounted.”**
- 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 Purchase Order without assigning any reason and without thereby incurring any liability to the affected bidder(s) or any obligation there under.
- 1.10 Unsolicited advice/clarifications and personal approaches by the Bidder at any stage of evaluation are strictly prohibited and shall lead to disqualification.
- 1.11 In the event that the Bidder submits an alternative Bid(s) whether in whole or against any of the items, a group or sub-group in addition to its Main Bid, the Bids must be marked as “Main Bid” and “Alternative Bid”. Alternative bid(s) which do not conform to the specifications, but meet the performance prescribed in, or the objectives of, the specifications may be submitted. However, only the Alternative Bid of the Bidder whose Main Bid is the lowest evaluated bid will be considered.
- 1.12 A Bidder, who wishes to have its Alternative Bid(s) considered on an equal basis with all other (Main) Bids, must submit a Bid Bond for each Alternative Bids, an Alternative Bid must be submitted in a sealed envelope clearly marked “Alternative Bid”, separate from the Main Bid.
- 1.13 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to Bidding Documents in every respect will result in the rejection of the Bid.
- 1.14 All prospective bidders are advised to read carefully all terms & conditions enunciated in the Tender Documents prior to filling / submission of their quotation.

2. BID PRICES:

- 2.1. Firm Bid Prices must be quoted as per format of schedule of requirement (SOR).
- 2.2. Bidding form Annexure-B & B-1 must also be duly filled-in, stamped and signed by authorized representative of Bidder.
- 2.3. Prices must be quoted in Pakistani currency inclusive of all taxes and duties, indicating unit price and total Bid prices. GST must be quoted separately along with copy of GST Certificate. **Bids offering prices in foreign currency will be rejected. Conditional bid / bid having any prices adjustment formula will also be rejected.**
- 2.4. Prices must be quoted including all charges like handling, loading, transportation and unloading, Octroi and Zila Tax etc. for delivery of material at Purchaser’s stores located at **SINJHORO GAS & CONDENSATE FIELD.**
- 2.5. Quoted price shall be valid for 90 days from the opening date of the Financial Bid.
- 2.6. Technical brochure / literature confirming Size, Brand & Country of Origin of quoted items / material must be attached with the Technical Bid (where deemed necessary).

2.7. Any quotation not confirming to Clause 2.1 to 2.6 shall be rejected without any right of appeal.

3. SEALING AND MARKING OF BIDS:

3.1. The Bidder shall furnish Technical & Financial bids in sealed envelopes.

3.2. Technical Bids will be opened first. Financial Bid of Technically responsive bidders will be opened only.

3.3. Financial Bids of technically non responsive bidders will be returned after award of Local Purchase Order to successful bidder(s).

3.4. The bid shall be submitted in a sealed envelope marked as under: -

FIELD MANAGER

Sinjhoru Gas & Condensate Field,
Oil & Gas Development Company Limited
Near Raotiani, Sanghar, Sindh-Pakistan
Phone No. Direct: 0235-808201
Fax No. 0235-808293
E-mail: fmsinjhoru@ogdcl.com

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

Tender Enquiry No. TE/01/SGF-Prod/2020

“Explosion Proof Exe/Exd Atex certified 24 VDC Operated horizontal flare Auto Ignition System Portable Hand mover/Trolley mounted.” DON’T OPEN BEFORE DUE DATE.

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

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

4. DEADLINE FOR SUBMISSION OF BIDS:

4.1. All Bids must be delivered/ dropped in the Office of I/C Production Sinjhoru Gas & Condensate Field on or before the prescribed deadline.

5. LATE BIDS:

6. 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 LOCAL PURCHASE ORDER (LPO):

9.1. The purchaser will issue the local purchase order to the successful bidder whose bid is determined to be technically responsive and financially lowest evaluated.

9.2. Terms & Conditions (General) of LPO are available at Annexure-E.

10. PERFORMANCE BOND:

- 10.1. The successful bidder will have to submit a performance bond in the shape of bank guarantee equal to 10% of total value of order exclusive of GST, from any schedule bank in Pakistan as per format attached at Annexure-F within 15 days of the receipt of Purchase Order.
- 10.2. Purchaser will keep full amount of this guarantee enforce until 06 months from the date of delivery of last consignment of the material of at given destination as per LPO
- 10.3. 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).
- 10.4. The purchaser reserves the right to check the authenticity of performance bond from the concerned Bank.

11. PAYMENT:

- 11.1. Progressive Payments will be made as per following payment milestones on the completion of works:
 - 11.1.1. 100 % after delivery of material & punch list clearance and provisional acceptance by OGDCL/ Engineering Consultant hired by OGDCL.

12. DELIVERY SCHEDULE:

12.1 “Explosion Proof Exe/Exd Atex certified 24 VDC Operated horizontal flare Auto Ignition System Portable Hand mover/Trolley mounted.”

Against this tender is to be completed **WITHIN 06-08 WEEKS** from the date of receipt of firm purchase/ work order.

13. EXTENSION IN THE DELIVERY / COMPLETION PERIOD:

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

- 13.3. 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.
- 13.4. 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.
- 13.5. In case of extension in delivery period, the supplier/ contactor will extend validity of Performance Bond accordingly at his cost.
- 13.6. 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.

14. PENALTY.

- 14.1. For failure to comply with delivery schedule of purchase order, penalty will be imposed on defaulting supplier as under: -
 - 14.1.1. @ 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.
 - 14.1.2. 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.
 - 14.1.3. 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.

15. FORCE MAJEURE:

- 15.1. 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.
- 15.2. 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.

- 15.3. 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.

16. INSPECTION AND TEST:

- 16.1. 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 Sinjhor Gas & Condensate Field will witness the inspection (where so required).
- 16.2. 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.
- 16.3. Rejected material/ work shall be moved/ replaced by the supplier within 07 days from the receipt of letter/fax issued by the Field Manager Sinjhor Gas & Condensate Field. The supplier shall be liable for the storage charges @ ½% (half percent) of the cost of rejected material on every day basis, if the same is not removed within seven days.
- 16.4. Acceptance/rejection of the material by 3rd party will be final and binding on both the parties.

17. WARRANTY:

- 17.1. 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.
- 17.2. OGDCL shall promptly notify the supplier in writing, of any claims arising under this warranty.
- 17.3. The supplier/ contractor will invariably provide warranty/guarantees

18. QUALIFICATION OF SELECTED BIDDERS:

- 18.1. 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.
- 18.2. 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.
- 18.3. 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.

18.4. 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.

19. LITIGATION CLAUSE:

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

19.1.1. 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.

19.1.2. Its involvement in litigation is chronic.

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

20. You are encouraged to inform Managing Director & Head of Department on the following addresses/contacts, in case where any OGDCL employee ask for any type of favor whether monetary or in kind:-

DESIGNATION	ADDRESS	TEL #	FAX #	E. MAIL
Managing Director	OGDCL House	051-9209701	051-9209708	
Field Manager-SGCF	Sinjhoru Gas Field	0235-808201	0235-808293	fmsinjhoru@ogdcl.com

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

Field Manager

Sinjhoru Gas Condensate Field,
Oil & Gas Development Company Limited
Near Raotiani, Sanghar, Sindh-Pakistan
Phone No. Direct: 0235-808201
Fax No. 0235-808293
E-mail: production.sgf@ogdcl.com

GENERAL TERMS AND CONDITIONS:

- A. BIDS MUST BE SUBMITTED UNDER SINGLE ENVELOPES BIDDING SYSTEM i.e. TECHNICAL & FINANCIAL BID WITHIN DUE DATE.
- B. FINANCIAL BIDS OF ONLY TECHNICALLY RESPONSIVE BIDDERS WILL BE OPENED.
- C. AFTER TENDER OPENING "TECHNICAL BIDS" WILL BE REVIEWED.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.
- 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 (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 MAXIMUM DELIVERY TIME FOR SUPPLY ITEMS IS **EIGHT (06-08) WEEKS** FROM THE DATE OF RECEIPT OF FIRM PURCHASE ORDER.
- I. BIDDERS TO SUBMIT THEIR COMPANY PROFILES, EXPERIENCE OF SIMILAR SUPPLIES IN PAKISTAN ALONG WITH TECHNICAL BIDS

BIDDING FORM (TECHNICAL BID)

Oil & Gas Development Company Limited
Sinjhor Gas Field,
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 _____ weeks (Please specify Weeks) 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 up to a time period of six months after the delivery.

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 _____ 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. (TE/01/SGF-PROD/2020)
(TO BE ATTACHED WITH TECHNICAL BID)

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

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

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

4. Price Validity: _____

5. Offered Delivery/ Completion Period: _____

6. GST Registration No. _____

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

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

9. Any Deviation: _____

Signature _____

Name & Designation _____

BIDDING FORM (FINANCIAL BID)

**Oil & Gas Development Company Limited
Sinjhero Gas Field,
Sanghar, Sindh-Pakistan**

Gentlemen,

1. Having examined the Bidding Documents including the specifications, the receipt of which is hereby acknowledged, we the undersigned offer to supply & deliver «Description» in conformity with drawings, specifications of goods and conditions of Tender for the sum of Rs. _____(Total bid amount in words) (inclusive of all taxes) or such other sum as may be ascertained in accordance with the said conditions.

2. Until a formal Purchase Order 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.(TE/01/SGF-Prod/2020)
(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
Sinjhoru Gas Field,
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 R s . _____
(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 anyone within or outside Pakistan either directly or indirectly through any national or juridical person, including its affiliate, agent, associate, broker, consultant, briber, finder's fee or kickback, whether described as consultant fee or otherwise, with the object of obtaining or including the procurement of a contract right, interest, privilege or other obligation or benefit in whatsoever form from GOP except that privilege or other obligation or benefit in whatsoever form from GOP except that which has been expressly declared pursuant hereto.

The Seller/ Supplier certifies that it has made and will make full disclosure of all agreement and arrangements with all persons in respect of or related to the transaction with GOP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

The Seller/ Supplier accepts full responsibility and strict liability for making any false declaration not making full disclosure, mis-representing facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest. Privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GOP under any law, contract or other instrument, be voidable at the option of GOP.

Notwithstanding any rights and remedies exercised by GOP in this regard, the Seller/ Supplier agrees to indemnify GOP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GOP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Seller/ Supplier as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

For & On Behalf of
Seller/ Supplier



OIL & GAS DEVELOPMENT COMPANY LTD

Oil & Gas Development Company Limited
Sinhoro Gas Field,
Near Raotiani, Sanghar, Sindh-Pakistan

TEL: : 0235-808201
FAX: : 0235-808293
EMAIL: : fmsinhoro@ogdcl.com
Web Site: www.ogdcl.com
GST No: 07-02-2802-001-55

ISSUED ON: _____

LPO No: TE/ / _____

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:

- 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 Field Manager Sinjhor Gas Field. 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. @ 1/2 % 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	
Field Manager	Sinjhor Gas Field	0235-808201	0235- 808293	fmsinjhor@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
Sinjhor Gas Field,
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 undertake 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 full amount of this guarantee, enforce from the date hereof until 06 months from the date of delivery of last consignment of the material of at given destination as per LPO.
4. 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.
5. This guarantee shall be binding on us and our successor's interest and shall be irrevocable.
6. 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
Sinjhero Gas Field,
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)