



TENDER DOCUMENTS

TENDER ENQUIRY NO: FM/NSP/03/2018

**“Procurement of Power & Earthing Cables for
Dhok Hussain Well Facility”**

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

BID SUBMISSION DATE:

15 Days from web publishing date

OGDCL SALES TAX REGISTRATION

NO. 07-02-2802-001-55

INVITATION FOR BIDS

BIDDING DOCUMENT

TENDER NO: FM/NSP/03/2018

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OIL & GAS DEVELOPMENT COMPANY LIMITED
NASHPA OIL & GAS FIELD, KOHAT, KPK

TENDER ENQUIRY NO: - **FM/NSP/03/2018**

SUBJECT: **PROCUREMENT OF POWER & EARTHING CABLES FOR DHOK HUSSAIN FACILITY**

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

http://www.ogdcl.com/Tender/Open_Tenders/Goods/ -

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

The technical bid will be opened first on the date mentioned in SOR / Tender Notice. The financial bids of the technically qualified bidders will be opened publicly. Technical evaluation report will be published on OGDCL's website before financial bid opening.

1. **INSTRUCTIONS TO BIDDERS:-**

- 1.1 Only the Bids of bonafied buyers of Tender Document will be entertained. The Bidder shall bear all cost associated with the preparation and delivery of its Bid, and the Purchaser will in no case be responsible or liable for those costs.
- 1.2 In case of any doubt as to the meaning of any portion of the Specifications or other Terms and Conditions, Bidder may seek clarification of the same in writing, but not later than two weeks prior to deadline for submission of bid prescribed by the Purchaser.
- 1.3 At any time prior to the deadline for submission of Bids, a modification in bidding document in the form of an addendum may be issued in response to a clarification requested by a respective Bidder or even whenever the Purchaser considers it beneficial to issue such a clarification and/or amendment to all Bidders. Any clarification/amendment issued (in general) shall be addressed to all the prospective Bidder(s) who have purchased the Tender Document.
- 1.4 The Purchaser does not take any responsibility for collecting the Bids from any Agency.
- 1.5 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.
- 1.6 The Purchaser Reserve the right to have the items inspected by its own representative, or by 3rd party at its own cost (if required).
- 1.7 It must be indicated in the offer that the quotation fully conforms to Technical Specifications and Terms and Conditions of the Tender.
- 1.8 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 thereunder.

- 1.9 Unsolicited advice/clarifications and personal approaches by the Bidder at any stage of evaluation are strictly prohibited and shall lead to disqualification.
- 1.10 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.
- 1.11 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 Bid, an Alternative Bid must be submitted in a sealed envelope clearly marked “Alternative Bid”, separate from the Main Bid.
- 1.12 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.
- 1.13 All prospective bidders are advised to read carefully all terms & conditions enunciated in the Tender Documents prior to filling / submission of their quotation.
- 1.14 Earnest money for the said tender is Rs. 40,000/ and must be submitted by bidders along with bids.

2. BIDPRICES:

- 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 **NASHPA OIL & GASFIELD.**
- 2.5. Quoted prices 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.

3. SEALING AND MARKING OF BIDS:

- 3.1. The Bidder shall furnish Technical & Financial bids in two separate sealed envelopes.
- 3.2. Technical Bids will be opened first.
- 3.3. Only Financial Bid of Technically responsive bidders will be opened publicly.
- 3.4. Financial Bids of technically non responsive bidders will be returned after award of Local Purchase Order to successful bidder(s).
- 3.5. The bid shall be submitted in a sealed envelope marked as under:

Field Manager

Nashpa Oil & Gas Field,
Oil & Gas Development Company Limited
C/O Manager TCS Office, Kohat, KPK - Pakistan
Phone No. Direct: 0922-526205
Mobile No. 0313-7770165 (Field Manager)
Fax No. 0922-526299
E-mail: nashpa@ogdcl.com

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

TENDER NO: «TENDER_NO»
FOR PROCUREMENT OF «Description»
DON'T OPEN BEFORE (AS PER SCHEDULE MENTIONED IN THE TENDER NOTICE/SOR)
SUBMITTED BY: «BIDDER'S NAME»
TECHNICAL/FINANCIAL BID(s) (INDICATE ONE ON EACH ENVELOPE)

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

4. DEADLINE FOR SUBMISSION OF BIDS:

All Bids must be delivered/ dropped at the office of Field Manager Nashpa Oil & Gas Field on or before the prescribed deadline of 1000 hours on following date:-

Bid Submission Date:-15 Days from Web Publishing 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. BIDOPENING:

- 6.1 OGDCL will open the Technical/Financial Bid(s), in the presence of bidder's representative(s) who may choose to attend at 1030 Hours on Bid submission date.
- 6.2 The bidder's names, bid prices (with or without discount) including bid price modification and bid withdrawals, if any, and the submission of requisite Earnest Money will be announced at the time of Financial bid opening.
- 6.3 OGDCL will examine the bids to determine whether they are complete, no computational errors have been made, the required sureties have been furnished, documents have been properly signed, and the bids are generally in order.
- 6.4 Arithmetical errors found will be corrected as follows:
 - 6.4.1 Where there is a discrepancy between amount in figures and word, the amount in word will prevail.
 - 6.4.2 Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will govern, unless there is an obvious gross arithmetical error in unit price, in which event, the extended amount quoted would prevail.
 - 6.4.3 In case the due date of bids opening falls on a holiday, the bids shall be opened on the next working day.

7. DETERMINATION OF RESPONSIVENESS:

- 7.1. After opening of the bids, the purchaser will determine whether each bid is substantially responsive to the requirements of the bidding documents.
- 7.2. For the purpose of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviation. A material deviation is one which means inconsistent with the bidding document, affects in any substantial way the scope, quality or prescribed delivery schedule or which limits in any substantial way, the purchaser's right or the bidder's obligation under the contract.
- 7.3. A bid determined to be a non-responsive will be rejected by the purchaser and shall not subsequently be made responsive by the bidder by correction of the non-conformity.
- 7.4. The purchaser may waive any minor deviation non-conformity or irregularity in a bid, which does not constitute a material deviation, provided that the waiver does not prejudice or affect the relative standing order of other bidder(s).
- 7.5. To assist in determining a bid's responsiveness the bidder may be asked for a clarification of his bid. The bidder is not permitted, however, to change bid price or substance of his bid.

8. ISSUANCE OF LOCAL PURCHASE ORDER(LPO):

- 8.1. The purchaser will issue the local purchase order to the successful bidder whose bid is determined to be technically responsive and financially lowestevaluated.
- 8.2. Terms & Conditions (General) of LPO are available atAnnexure-E.

9. PERFORMANCEBOND:

- 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 PurchaseOrder.
- 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 clause3.5(b).
- 9.3. The purchaser reserves the right to check the authenticity of performance bond from the concernedBank.

10. PAYMENT:

- 10.1. Progressive Payments will be made as per following payment milestones on the completion ofworks:
 - 10.1.1. 100 % after delivery of material & punch list clearance and provisional acceptance by OGDCL/ EngineeringConsultant

11. DELIVERY SCHEDULE:

- 11.1 To be completed within **03 (Three) Weeks** from the date of receipt of firm purchase/ work order.

12. EXTENSION IN THE DELIVERY / COMPLETIONPERIOD:

- 12.1. Providing of the services shall be made by the supplier/contractor in accordance with the given delivery schedule in purchase/workorder.
- 12.2. The supplier may claim extension of the time limits as set forth in the purchase order in caseof:-
 - 12.2.1. Changes in Scope of Work or in the specifications of goods, material & equipment by theOGDCL.
 - 12.2.2. Delay in provision of clarifications regarding material, drawings and services by theOGDCL
 - 12.2.3. Force Majeure pursuant to clause15.
- 12.3. Justified reasons subject to a written request high-lighting the same within a period of sevenworkingdayspriortoexpiryofdeliveryperiodmentionedinPurchaseOrder.
- 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/ contractor will extend validity of Performance Bond accordingly at his cost.
- 12.6. If the supplier/ contractor fails to supply/ complete the ordered services for any reason, within stipulated time, his Performance Bond with the purchaser shall be forfeited and material shall be purchased from elsewhere at his risk and cost.

13. PENALTY.

- 13.1. For failure to comply with delivery schedule of purchase order, penalty will be imposed on defaulting supplier as under:-
- 13.1.1. @ 1 % of the cost of entire order (excluding GST) or of such items 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 purchase order, of being the result of occurrence of Force Majeure i.e. causes such as natural calamities, war, civil disturbance, military action, fire as well as other circumstance proved to the satisfaction of the purchaser to be beyond the reasonable control of the supplier, which may impede the fulfillment of the obligations under the purchase order.
- 14.2. The supplier shall notify the purchaser promptly of the occurrence of Force Majeure and submit his case in writing within 07 days of such occurrence.
- 14.3. If any of the party is prevented to fulfill its assumed obligations by Force Majeure of constant duration of at least one month, the party shall meet for negotiation. If no satisfactory agreement is reached within a period of two months from the commencement of the Force Majeure conditions, either party shall have the right to cancel the purchase order with immediate effect.

15. INSPECTION AND TEST:

- 15.1. The OGDCL's representative(s) shall have the right to inspect and/or test the goods to confirm their conformity with respect to specifications mentioned in the Purchase Order. The representative of Field Manager Nashpa Oil & Gas Field will witness the inspection (where so required).
- 15.2. Should any inspected or tested goods fail to conform to the specifications, the purchaser shall reject them and supplier shall replace the rejected goods. All costs incurred on such replacement shall be

entirely born by the supplier.

15.3. Rejected material/ work shall be moved/ replaced by the supplier within 07 days from the receipt of letter/fax issued by the Field Manager Nashpa Oil & Gas Field. The supplier shall be liable for the storage charges @ ½% (half percent) of the cost of rejected material on every day basis, if the same is not removed within seven days.

15.4. Acceptance/rejection of the material by 3rd party will be final and binding on both the parties.

16. WARRANTY:

16.1. The supplier/ contactor shall warrant that all supplied material/ Services under purchase order shall be according to specifications given in Purchase Order and approved drawings/design etc. Any deviation in material, drawing/design (where applicable) will be replaced by the Supplier/ Contactor at his cost.

16.2. OGDCL shall promptly notify the supplier in writing, of any claims arising under this warranty.

16.3. The supplier/ contactor will invariably provide warranty/guarantees

17. QUALIFICATION OF SELECTED BIDDERS:

17.1. OGDCL will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated, technically responsive bid qualifies to satisfactorily perform the order.

17.2. The determination will take into account the bidders financial, technical & production capabilities, availability of items ordered for. The bidder shall provide necessary documents as proof along with the bid.

17.3. Any affirmative determination will be a pre-requisite for award of the purchase order to the bidder. A negative determination will result in rejection of the bid.

17.4. OGDCL reserves the right at the time of award of order to increase or decrease to a reasonable extent in the quantity of goods specified in the Tender Document without any change in price or other terms and conditions.

18. LITIGATION CLAUSE:

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

18.1.1. They are or have been at any time during the past five year, involve in litigation, arbitration or any other dispute or even that may in the opinion of the company, have material adverse effect on the Tender's ability to perform the Contract.

18.1.2. Its involvement in litigation is chronic.

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

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

DESIGNATION	ADDRESS	TEL #	FAX #	E. MAIL
Managing Director	OGDCL House, Islamabad	051-9209701	051-9209708	md@ogdcl.com
Field Manager	Nashpa Oil & Gas Field	0922-526205	0922-526299	nashpa@ogdcl.com

Yours faithfully,

InchargeElectrical

Nashpa Oil & Gas Field

C/O Manager TCS Office, Kohat, KPK–Pakistan

Oil & Gas Development Company Limited.

Phone No. Direct: 0922 -526205 /

0313-7770165 (Field Manager)

Fax No. 0922-526299

E-mail: electrical_nashpa@ogdcl.com

OILANDGASDEVELOPMENTCOMPANYLIMITED NASHPA
OIL & GASFIELD

SCHEDULE OF REQUIREMENT

TENDER ENQUIRY # FM/NSP/03/2018

Subject: **SupplyofPower &EarthingCables for Dhok Hussain Facility**

<u>S #</u>	<u>QTY</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED UNIT PRICE(INCL.GST)</u>	<u>ESTIMATED TOTALPRICE(INCL.GST)</u>
1	70 Meter	Electrical Power Cable, 4-core, 70 mm2, Armored, Cu PVC/SWA/PVC 600/1000V		
2	1500 Meter	Electrical Power Cable, 4-core, 10 mm2, Armored, Cu PVC/SWA/PVC 600/1000V		
3	700 Meter	Earth Cable 10 mm2, Cu, PVC 600/1000V		
		TOTAL		

OTHER TERMS AND CONDITIONS:

1. The quotes shall be sent to OGDCL Nashpa Oil & Gas Field, C/O Manager TCS Office Kohat, KPK in closed envelope addressed to Field Manager / In Charge (Electrical).
2. Variation in quantity will not change the unit cost of material.
3. The quotes will be open on the date as mentioned in the tender notice: the supplier can mobilize his representative to site.
4. The quotes must be on PKR including all taxes.
5. No advance payment will be made at the time of purchase order.
6. Successful Bidder will provide the material at Nashpa Oil & Gas Field Site on FORbasis.
7. The detailed Inspection of the delivered material will be carried out at site after delivery of material. In case of rejection, all the material transportation charges will be at Supplier/Bidders end.
8. Bidders are not allowed to quote the alternate/equivalent product.
9. Material delivery charges to Nashpa Plant will be paid by supplier/bidder.
10. Delivery period within 03 weeks after placement of order.
11. Payment will be made through Cross Cheque after successful inspection of material at site.

ANNEXURE-A-1

GENERAL TERMS AND CONDITIONS:

- A. BIDS MUST BE SUBMITTED UNDER SINGLE STAGE TWO ENVELOPES BIDDING SYSTEM i.e. TECHNICAL & FINANCIAL BID SEALED SEPARATELY & IN SINGLE COVERING ENVELOPE 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 (INCLUSIVE OF GST, OTHER TAXES, AND DUTIES).
- G. OGDCL RESERVES THE RIGHT TO EVALUATE THE BID(S) EITHER ITEM-WISE OR FULL PACKAGE BASIS WITHOUT ASSIGNING ANY REASON. TO QUOTE COMPETITIVE PRICES FOR ALL OR ANY ITEMS ENABLE COMPANY TO DECIDE PURCHASE.**
- H. THE MAXIMUM DELIVERY TIME FOR SUPPLY ITEMS IS THREE (03) 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
Nashpa Oil & Gas Field
C/O Manager TCS Office, Kohat, KPK.

Gentlemen,

1. Having examined the Bidding Documents including the specifications, the receipt of which is hereby acknowledged, we the undersigned, offer to supply & deliver «Description» in conformity with drawings, specifications of goods and conditions of Tender Document.

2. We undertake, if our bid is accepted, to commence delivery within _____ days (Please specify days) from the date of receipt of your firm Purchase Order.

3. If our bid is accepted, we will provide the Performance Bond equal to 10% of the Purchase Order excluding GST, for due performance of the purchase order.

4. We agree to abide by all the terms & conditions of the tender for the period of _____ days (Please specify days) from the date fixed for receiving the same & it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extension thereof agreed by us.

5. Until a formal Purchase Order is placed, this bid, together with your written acceptance thereof, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest priced or any bid you may receive.

Dated this _____ day of _____ 200

(Signature) (In the capacity of)

Duly authorized to sign Bid for and on behalf of _____

(Signature of Witness)

Name:- _____

Address:- _____

BID SUMMARY SHEET
TENDER NO. (FM/NSP/03/2018)
(TO BE ATTACHED WITH TECHNICAL BID)

1. BidderName _____
 - a. Address, Phone & FaxNo _____
 - b. E-mailaddress _____

2. Manufacturer Name& _____
 - a. Country ofOrigin: _____
 - b. (Whererequired) _____

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

4. PriceValidity: _____

5. Offered Delivery/ CompletionPeriod: _____

6. GST RegistrationNo. _____

7. Bidding Form (Annexure-B Attached withTechnicalBid): Yes No

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

9. AnyDeviation: _____

Signature _____

Name &Designation _____

BIDDING FORM (FINANCIAL BID)

**Oil & Gas Development Company Limited
Nashpa Oil & Gas Field
C/O Manager TCS Office, Kohat, KPK.**

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. (FM/NSP/03/2018)
(TO BE ATTACHED WITH FINANCIAL BID)

1. BidderName _____
_Address, Phone & FaxNo _E-mailaddress _____
-
2. ManufacturerName & _____ 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
Nashpa Oil & Gas Field
C/O Manager TCS Office, Kohat, KPK.

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 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 thereto.

The Seller/ Supplier certifies that it has made and will make full disclosure of all agreements 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, misrepresenting 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
Nashpa Oil & Gas Field,

C/O Manager TCS Office, Kohat,
KPK-Pakistan

TEL: : 920922-526205
FAX: : 920922-526299
EMAIL: : nashpa@ogdcl.com
electrical_nashpa@ogdcl.com
Web Site: www.ogdcl.com
GST No: 07-02-2802-001-55

LPO No: _____
M/s _____,

_____.

ISSUED ON: _____

SUBJECT: LOCAL PURCHASE ORDER.

Dear Sir,

Ref your quotation dated _____ opened on _____ against our Press Tender/Tender
Enquiry/Fax Enquiry # () _____
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/CCODE: _____
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 10 DAYS.
- 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 SUPERSESSION OF ANY AND ALL PREVIOUS CORRESPONDENCE/ DOCUMENTATION BETWEEN THE PARTIES.

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 Nashpa Oil & 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. @ ½ % of cost of entire order or such items as remain un-supplied for every day up to 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 favor whether monetary or in kind:**

DESIGNATION	ADDRESS	TEL #	FAX #	E. MAIL
MANAGING DIRECTOR	OGDCL HOUSE, JINNAH AVENUE, ISLAMABAD	051- 9209701	051- 9209708	md@ogdcl.com
I/C Electrical Section	Nashpa Oil & Gas Field	0922-526205	0922-526299	electrical_nashpa@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 herein above 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 Purchaser for any loss, damage or costs 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

**Oil & Gas Development Company Limited
Nashpa Oil & Gas Field
C/O Manager TCS Office, Kohat, KPK.**

Guarantee# _____
_____ Date
of issue:- _____
_____ Date
of expiry:- _____
_____ Am
ount:- _____

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 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 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 thereunder.
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)