

**SCHEDULE OF REQUIREMENT**

"Hiring of Porta Cabin (Field Containers) on Rental Basis for Daru Gas Field (TOC)"

**TE/TOC/ADMIN-009/2024, DATED: 10.03.2024**

<b>S/n</b>	<b>Description</b>	<b>UoM</b>	<b>Qty. Reqd</b>	<b>Remarks</b>
<b>1</b>	Office Unit / Carvan- 04 Compartment, Dimension : 40'x10'	Nos	01	Rental Period 6 Month
<b>2</b>	Kitchen Cum Dinning Hall Carvan Size: 40' x10'	Nos	01	R Rental Period 6 Month
<b>3</b>	Living Carvan with Attached Bath for 03 rooms. size:40' x10'	No	01	Rental Period 6 Month

**General Provision**

- Cabin Power Distribution board (230/400V,50Hz)
- Receptacles industrial 32A/400V---01 Set
- Copper Based Earth Bus Bar----01
- M.S Foot Steps for Entrance to cabins-04
- Power cable approximate 100-200ft
- Earth Cable ---- as per requirement

**NOTE:.**

- **TOTAL QUOTED PRICE/Bid , INCLUSIVE OF ALL TAXES, for this Tender is LESS THAN PKR 3MILLION.**
- **The rental period will be six Month and Extendable with mutual consent.**

## **Terms of Reference (TOR)**

### **1. General Introduction.**

OGDCL intends to hire the services of an experienced and well reputed contractor for provision and operation of rental self-standing Porta Cabins/caravans with good condition in OGDCL at Daru Gas field (TOC) on monthly rental basis for a period of 06 Months extendable further on same rates (as per list as Annexure-2 below). Daru Gas field is situated about 10-15 KM from Hyderabad city, Near Tando Muhammad Khan-Sindh. Porta Cabins should be skid mounted, portable; water proof having comfortable working environment. Civil infrastructure (i.e., foundations for Porta cabins, sewerage system) is already available. Only minor civil works may be required. Electric power up to panel boards will be provided by OGDCL. Mobilization/demobilization, loading/unloading, connecting electric cable with panel boards and connection sewerage line etc. will be the responsibility of the contractor itself.

### **2. Requirement**

The detail of Porta Cabins required is listed at Annexure-A. Each Porta Cabin shall be 100 % furnished in all respect according to the type and usage. Any additional requirement at site shall also be covered under the same contract and rates.

### **3. Contract Period & its Termination**

The rental contract will be for a period of 06 Months which can be extended further on mutual consent on the basis of same rates. However, OGDCL reserves the right to cancel the contract on a 10 days' advance notice without assigning any reason(s) at any stage during the contract period. The bidder cannot claim any compensation in this regard.

### **4. Contractor's Responsibility**

- 4.1. The contractor will be responsible to supply the self-standing skid mounted, portable, water proof and steel skeleton based Porta Cabins with comfortable environment.
- 4.2. The supplied Porta Cabins should be of good condition and should meet the requirements of this tender enquiry.
- 4.3. The contractor will be responsible for grounding of his Porta Cabins.
- 4.4. The contractor will ensure continuous operation of all equipment installed in Porta cabins.
- 4.5. The contractor has to supply the Porta Cabins with Operation and maintenance services with Service/maintenance Team (carpenter, electrician, plumber, A/C mechanic etc as and when required basis.
- 4.5.2. The contractor is responsible to provide all necessary tools/accessories to their manpower for maintenance.
- 4.5.3. Backup for heating and cooling system.

### **5. Installation.**

- 5.1 The contractor is responsible for mobilization, demobilization, loading and unloading of Porta Cabins and placing them on their foundations at site.
- 5.2 The contractor has to make arrangements for making electric power connections with the OGDCL panel board.
- 5.3 The contractor has to make arrangements for making sewerage connections of its Porta Cabins with the OGDCL sewerage system.
- 5.4 All necessary checks are the responsibility of the contractor.

### **6. Operation**

- 6.1. Contractor is fully responsible for trouble free service provision, maintenance and routine checkups of the Porta Cabin units during the contract period.
- 6.2. Un-interrupted operation of all equipment installed should be ensured.
- 6.3. Maintenance of Porta Cabins and equipment will be the sole responsibility of the contractor in all respects.

6.4. Contractor is responsible to provide all required PPE'S to his operational staff.

## 7. **End of Contract**

After termination of contract or issuance of termination notice (contract cancellation notice) and expiry of notice period, the contractor will be responsible to lift and demobilize the Porta Cabins at contractor's risk and cost from the OGDCL site within 15 days, after which the contractor will be liable to pay storage charges @ 1 % of the monthly rental rate of specific un-lifted Porta Cabin maximum up to 5% of total contract value.

## 8. **Terms & Conditions**

- 8.1. Bids must be submitted under single stage single envelope bidding system i.e. Technical & financial bid to be submitted in one envelope on due date.
- 8.2. OGDCL reserves the right to reject any or all the bids and not bound to justify the reason.
- 8.3. Quoted prices must be firm (inclusive of GST/SST, other taxes, and duties).
- 8.4. OGDCL reserves the right to evaluate the bid(s) either item-wised or full package basis without assigning any reason to quote competitive prices for all or any items enable company to decide purchase.
- 8.5. The maximum delivery time for supply of items is **TWO WEEKS** from the date of receipt of firm purchase order.
- 8.6. The rental contract will be for period of 06(Six) months and can be further extendable with mutual consent. OGDCL, however reserves the right to terminate the contract on 10-15 days advance notice at any time, without assigning any reason even prior to the agreed contract period.
- 8.7. OGDCL reserves the right to increase or decrease the number of days on same rates or may cancel the tender without assigning any reason thereof. The payment will be made according to days, the caravans utilized.
- 8.8. OGDCL reserves the right to carry out inspection of Carvans at Supplier's location before delivery to OGDCL site.
- 8.9. Transportation/Mobilization & de-mobilization and installation/placing of Carvan will be supplier's scope of work. OGDCL will only provide leveled surface /ground for placing of caravans.
- 8.10. Crane will be provided by OGDCL (if required) for Unloading & loading of Carvans at OGDCL premises at site under supplier's supervision. OGDCL will not be responsible for any damage occurred during unloading / loading.
- 8.11. Bidders to submit their company profiles, experience of similar supplies in Pakistan along with bids.
- 8.12. The total quoted price of spares inclusive of all taxes must be less than three million rupees.
- 8.13. No down time is allowed for accessories breakdown.
- 8.14. In case of leakage or damage to any Porta Cabin, bidder will repair/replace it immediately.
- 8.15. It is supplier's responsibility to keep all the accessories, Electric & Sanitary fittings including ACs etc of the Porta cabin in good working condition during the contract period. In the event of any breakdown of electric accessory or damage to other accessories (e.g., AC, Fan, Geyser, Furniture, washroom accessories etc..) the contractor has to repair or make alternate arrangements for provision of required accessory within same day.
- 8.16. In the event of any breakdown/non-provision of required facility (e.g., AC, Fan, Geyser, Furniture, washroom accessories etc..), the contractor's maintenance team will repair/replace it within same day. If breakdown of equipment/accessory occurs more than one day, contractor is liable to pay penalty which will be one day rental deduction from monthly rental of that specific Porta Cabin.
- 8.17. OGDCL will not be responsible for any damage caused to Porta Cabins & its associated accessories and/or contractor's crew under any circumstances.
- 8.18. Contractor has to submit monthly rental invoice of the preceding month to OGDCL on the last date of every month to the address as mentioned in the contract.
- 8.19. Rental charges will be started after handing over the Porta Cabins at site and from the date of satisfactory site inspection report by field inspection committee.
- 8.20. The deductions if any will be incorporated before payment of monthly rental invoice.
- 8.21. Payment will be made through cross cheque after deduction of applicable taxes against invoices.
- 8.22. OGDCL will not provide pick & drop facility, accommodation and meals or any other facility to contractor's crew at site. All expenses/arrangements will be made/borne by the contractor himself.
- 8.23. The contractor has to confirm that maintenance crew will be COVID-19 vaccinated and would abide the rules and regulations of OGDCL and would wear proper PPE's.

8.24. OGDCL may increase/decrease the required Porta Cabins as per field requirements but the rental charges shall be the same whatever quoted in the financial bid/contract throughout the contract period.

9. **Company/Bidder Qualifying Criteria.**

- 9.1. The contractors who intend to participate must provide documentary proof for at least 3 years of rental Porta cabins experience.
- 9.2. The bidder should submit a list of projects of similar nature carried out by him with brief scope of work along the technical portion of the bid for similar orders.
- 9.3. The company/bidder is to provide the following mandatory data for evaluation/qualification:
  - 9.3.1. Certified copy of NTN/GST.
  - 9.3.2. Company profile.
  - 9.3.3. Comprehensive list of rental Porta cabins readily available.
  - 9.3.4. List of previous contract for Operation & Maintenance of rental Porta cabins with OGDCL or other E&P companies/organizations operating in Pakistan during last 5 years. Bidder to provide contract copies in this regard.
  - 9.3.5. Performance Certificates (at least 3) from respective companies for current & previous rental contracts.
  - 9.3.6. Company financial standing & financial reports/bank statements.
  - 9.3.7. In case of joint venture, copy of contract should be provided in technical bid.

10. **Inspection**

10.1. After award of contract, the successful bidder will manage availability of Porta cabins as per Annexure-A in his warehouse and will inform OGDCL accordingly. OGDCL field inspection committee will inspect the Porta cabins at his warehouse according to specifications of this tender enquiry. During inspection, if any of the Porta Cabin is rejected, bidder will have to replace it within the delivery period.

10.2. After mobilization at field, the field inspection committee will again inspect the Porta Cabins. In case of any short fall, contractor will be bound to manage the shortfalls.

11. **Delivery Time.**

After contract award, Field Manager TANDO ALAM OIL FIELD will issue Mobilization Notice. The time line for supply, installation & handing over the Porta Cabins is 04 WEEKS from the date of award of contract failing which LD shall be imposed.

12. **Contractor's Crew**

The contractor shall have to provide tentative details of its crew who shall be appointed for this job throughout the contract period with prior one month's notice to Field Manager TANDO ALAM OIL along with their CNIC Numbers and COVID-19 vaccine certificate.. The Field Manager will have to make the security clearance of nominated persons. The contractor has to change any or all of its crew members whose performance is found unsatisfactory or involved in any illegal activities. The crew members must have hands on experience in their related field. OGDCL would have the right to interview, accept or reject any crew member appointed for this project at any stage.

**BIDDING FORM (TECHNICAL BID)**

**TE/TOC/ADMIN-009/2024, DATED: 10.03.2024**

**Oil & Gas Development Company Limited,  
Tando Alam Oil Complex, Dissth. Hyderabad Sindh  
C/O TCS Main Office Hyderabad**

Gentlemen,

1. Having examined the Bidding Documents including the specifications, the receipt of which is hereby acknowledged, we the undersigned offer to supply & deliver \_\_\_\_\_ 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 from the opening of technical proposal & 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 \_\_\_\_\_ 20\_\_\_\_\_

Signature  
(In the capacity of)

Duly authorized to sign Bid for and on behalf of

\_\_\_\_\_

(Signature of Witness)

Name: - \_\_\_\_\_

Address:- \_\_\_\_\_

**BIDDING FORM (FINANCIAL BID)**

**TE/TOC/ADMIN-009/2024, DATED: 10.03.2024**

**Oil & Gas Development Company Limited,  
Tando Alam Oil Complex, Dissth. Hyderabad Sindh  
C/O TCS Main Office Hyderabad**

Gentlemen ,

1. Having examined the Bidding Documents including the specifications, the receipt of which is hereby acknowledged, we the undersigned offer to supply & deliver \_\_\_\_\_

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 with GST) 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 \_\_\_\_\_ 20\_\_\_\_\_

(Signature)  
(In the capacity of)

Duly authorized to sign Bid for and on behalf of  
\_\_\_\_\_

(Signature of Witness)

Name: - \_\_\_\_\_

Address:- \_\_\_\_\_  
\_\_\_\_\_

**(TO BE ATTACHED WITH TECHNICAL BID)**

**BID SUMMARY SHEET**

**TE/TOC/ADMIN-009/2024 DATED: 10.03.2024**

- 1. Bidder Name \_\_\_\_\_  
Address, Phone & Fax No: \_\_\_\_\_  
E-mail address \_\_\_\_\_
  
- 2. Manufacturer Name & \_\_\_\_\_ Country of Origin:  
\_\_\_\_\_  
\_\_\_\_\_
  
- 3. Items Quoted:(give serial no. only): \_\_\_\_\_  
\_\_\_\_\_
  
- 4. Price Validity: \_\_\_\_\_
  
- 5. Offered Delivery Period: \_\_\_\_\_
  
- 6. Payment Terms: \_\_\_\_\_
  
- 7. GST Registration No. \_\_\_\_\_
  
- 8. Bidding Form (Annexure-B attached with Technical Bid): Yes No
  
- 9. Bid Security/Bid Bond must be attached with Technical Bid (No exemption of Bid Bond is allowed as per PPRA Rule 2005 whether the bidder is from Public or Private Sector): Yes No
  
- 10. Annexure-N on Non-Judicial Stamp Paper duly attested by Notary Public (To be attached with Technical Bid) Yes No
  
- 11. Any Deviation: \_\_\_\_\_

Signature \_\_\_\_\_

Name & Designation\_\_\_\_\_

**(TO BE ATTACHED WITH FINANCIAL BID)**  
**BID SUMMARY SHEET**

1. Bidder Name \_\_\_\_\_  
Address, Phone & Fax No \_\_\_\_\_  
E-mail address \_\_\_\_\_
  
2. Manufacturer Name & \_\_\_\_\_  
Country of Origin: \_\_\_\_\_
  
3. Items Quoted;(give serial no. only): \_\_\_\_\_  
\_\_\_\_\_
  
4. Total FOR Price: \_\_\_\_\_ Rs \_\_\_\_\_  
(Inclusive of all taxes except GST)
  
5. Total FOR Price (Inclusive of all taxes with GST): \_\_\_\_\_ Rs \_\_\_\_\_
  
6. GST Registration No. \_\_\_\_\_
  
7. Bidding Form (Annexure-C attached with financial bid): Yes No
  
8. Any Deviation: \_\_\_\_\_

Signature \_\_\_\_\_

Name & Designation \_\_\_\_\_



**SPECIMEN OF BANK GUARANTEE AS BID SECURITY/BID BOND/EARNEST MONEY**

Guarantee # : \_\_\_\_\_  
Date of Issue : \_\_\_\_\_  
Date of Expiry : \_\_\_\_\_  
Amount : \_\_\_\_\_

Oil & Gas Development Company Limited,  
Tando Alam Oil Complex, Disstt. Hyderabad Sindh  
C/O TCS Main Office Hyderabad

In consideration of \_\_\_\_\_ hereinafter called "THE  
BIDDER" HAVING SUBMITTED THE ACCOMPANYING Bid against Tender  
No. \_\_\_\_\_ 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 150 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 to execute Purchase Order and/or Contract in accordance with the  
tenderdocument, **OR**
  - b) fails or refuses to furnish Performance Bond in accordance with tender document, **OR**
  - c) withdraws its bid during the period of bid validity, **OR**
  - d) If the documents are found forged at any stage, **OR**
  - e) Fails to supply the short/wrong shipped items or any other reason warranting the  
forfeiture.
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)**



OIL & GAS DEVELOPMENT COMPANY LTD  
OFFICE OF THE  
FIELD MANAGER TANDO ALAM OIL COMPLEX

**ANNEXURE - G**  
**PAGE 01 OF 02**



Oil & Gas Development Company Limited,  
Tando Alam Oil Complex, Dissft. Hyderabad  
Sindh  
C/O TCS Main Office Hyderabad,

TEL: : 92 (022)2722232  
FAX: : 92 (022) 2722295  
EMAIL: : toc@ogdcl.com  
Web Site: [www.ogdcl.com](http://www.ogdcl.com)  
GST No: 07-02-2802-001-55

No : **TE/TOC/ADMIN-009/2024, DATED: 10.03.2024**

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:**

- DELIVERY PLACE & PERIOD:** AT OUR \_\_\_\_\_ WITHIN \_\_\_\_\_ AFTER ISSUANCE OF LPO.
- PAYMENT CLAUSE:** AS PER TERMS & CONDITIONS OF THE ANNEXURE A & E.
- 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 OF LPO**

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 07 (seven) 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.
  - b. A written request is made within a week time before expiry of supply period.
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 SCM Deptt. 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 07 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 5% of the total value of the Purchase Order.
5. **LIQUIDATED DAMAGES:**
  - a. Subject to clause 16 of Tender Document, If the supplier/contractor fails to deliver any or all of the goods/services within the time period(s) specified in the LPO/Contract, the Purchaser shall, without prejudice to other remedies under the LPO/contract, deduct from the contract price / Bank Guarantee as liquidated damages, a sum not more than 0.5% of the LPO/contract price per week or part thereof for first four weeks, 1.00% per week for next four weeks and 1.5% per week exceeding four weeks up to maximum extent of 10% of the LPO/contract value.
  - b. In case the Purchaser is satisfied that the delayed / defective shipment was due to some mistake or circumstances beyond the control of the contractor and the contractor has not intentionally or negligently contributed in the delay, the Purchaser may impose Liquidated Damages for not more than a sum equivalent to 0.5% of the delayed or defective shipment per week or part thereof for first two weeks, 1.00 % per week for next three weeks and 1.5% per week exceeding five weeks but not exceeding 10% of the LPO/contract value of the delayed/defective shipment provided that the contractor takes immediate remedial measures for the replacement of defective shipment and takes prompt steps to mitigate the delay. The Purchaser may however, impose Liquidated Damages as per
    - (a) above if the delayed or defective shipment has affected the project completion schedule or has resulted in production losses.
  - c. Even after imposition of LDs, if the supplier fails to materialize the delivery (material and or services); the Purchaser reserves the right to cancel Purchase order/contract and to forfeit the Guarantee (if applicable) after intimating the supplier for such cancellation / forfeiture.
6. **DOCUMENTATION FOR PAYMENT:**
  - a. 1/5 withholding tax will be deducted from your payment in following manners:
    - i. No deduction of withholding tax for imported goods and value added tax has been paid at the time of import stage.
    - ii. 1/10th of withholding Sales Tax will be deducted for Local goods (Distributors, Wholesalers, Dealers including Petroleum Dealers, Retailers).
    - iii. 1/5th of withholding Sales Tax will be deducted for Locally Manufacturers and Importers.
    - iv. 1% of withholding Sales Tax will be deducted for sales tax un-registered firms.
  - b. Following documents must be provided directly to Manager (Accounts), OGDCL House, Islamabad for processing the case to release payment:
 

Accountable Documents	To be provided by
i. Original Commercial Invoice(s) (as per LPO) having NTN/CNIC Numbers	Vendor -
ii. Original Sales Tax Invoice(s) & Copy of Annexure "C" with "submitted" status issued by FBR	Vendor -
iii. Original Freight/Insurance Invoice (where applicable)	Vendor -
iv. Original Delivery Challan duly signed & Stamped by Location/Store Incharge	- I/c Store
v. Original / System generated LRS duly signed & Stamped by Location/Store Incharge	- I/c Store
vi. Original / System generated Inspection Report duly signed & Stamped by Location/ Store Incharge	- I/c Store
vii. Copy of valid Professional Tax Paid/Clearance Certificate	Vendor -
viii. Copy of National Tax Number Certificate (NTN)	Vendor -
ix. Copy of General Sales Tax Number Certificate (GST)	Vendor -
x. Completion Certificate duly signed & stamped (where applicable)	- I/c Store
xi. Copy of valid Tax Exemption Certificate (if any)	Vendor -

**Note:** No payment will be processed in the absence of above mentioned documents. Vendors are advised to submit complete documents mentioned above to avoid delay in processing of the payment.

7. You are encouraged to inform the M.D. and Head of Department(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
<b>MANAGING DIRECTOR</b>	<b>OGDCL HOUSE, JINNAH AVENUE, ISLAMABAD</b>	<b>051-9209701</b>	<b>051-9209708</b>	
<b>FIELD MANAGER</b>	<b>TANDO ALAM OIL COMPLEX</b>	<b>022-2722232</b>	<b>022-2722295</b>	<b>toc@ogdcl.com</b>

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. **ACKNOWLEDGEMENT:** Please acknowledge receipt of this order within 03 days otherwise acceptance of all contents of LPO will be assumed.

**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

(On official letter-head of the contractor) To be signed by the Chief Executive of the bidding company or a representative duly authorized by board resolution.

**Integrity and Ethics Undertaking**

We hereby commit and undertake to observe the following principles during our participation in the contract execution:

- a) That we will not directly or through any other person or firm, offer, promise or give to any of the employees of OGDCL involved in or relevant to the execution of the contract any gain, pecuniary benefit or facilitation payment in order to obtain in exchange any advantage of any kind whatsoever during the execution of contract or at any stage thereafter.
- b) That we did not enter with any bidder into any undisclosed agreement or understanding either formal or informal to restrict competitiveness or to cartelize in the bidding process.
- c) That we will ensure that the remuneration of agents (*if engaged*) is appropriate and for legitimate services only.
- d) That we will not use subcontracts, purchase orders or consulting agreements as means of channeling payments to employees of OGDCL.
- e) That we will not and have not committed any offence under the Pakistan Penal Code, Prevention of Corruption Act or National Accountability Ordinance to achieve any advantage, gain or benefit during the tender process or the execution of contract.

We further understand and acknowledge that any violation or transgression of the above mentioned principles will attract disqualification from doing business with OGDCL and may also result in permanent exclusion from future contract award processes.

We also accept and undertake to respect and uphold OGDCL's absolute right to resort to and impose such disqualification, debarment or exclusion.

For and on behalf of \_\_\_\_\_  
Tender No. \_\_\_\_\_  
Contract No \_\_\_\_\_

*(On official letter-head of the bidder)*

To be signed by the Chief Executive of the bidding company or a representative duly Authorized by board resolution.

**Integrity and Ethics Undertaking**

We hereby commit and undertake to observe the following principles during our participation in the tender process and during the contract execution:

- a) That we will not directly or through any other person or firm, offer promise or give to any of the employees of OGDCL involved in the tender process or execution of the contract any gain, pecuniary benefit or facilitation payment in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of contract.
- b) That we have not and will not enter with other bidders into any undisclosed agreement or understanding either formal or informal to restrict competitiveness or to cartelize in the bidding process.
- c) That we will ensure that the remuneration of agents (*if engaged*) is appropriate and for legitimate services only.
- d) That we will not use subcontracts, purchase orders or consulting agreements as means of channeling payments to employees of OGDCL.
- e) That we will not commit any offence under the Pakistan Penal Code, Prevention of Corruption Act or National Accountability Ordinance to achieve any advantage, gain or benefit during the tender process or the execution of contract.

We further understand and acknowledge that any violation or transgression of the above mentioned principles will attract disqualification from the tender process and may also result in permanent exclusion from future contact award processes.

We also accept and undertake to respect and uphold OGDCL's absolute right to resort to and impose such disqualification, debarment or exclusion.

For and on behalf of \_\_\_\_\_  
Tender No. \_\_\_\_\_

**Form 4**

*Mandatory for participation in Bidding Process*

**AFFIDAVIT**

I, \_\_\_\_\_ S/o \_\_\_\_\_ aged \_\_\_\_\_  
years \_\_\_\_\_ working as Proprietor/Managing Partner/Director of M/s  
\_\_\_\_\_ having its registered office  
at \_\_\_\_\_ do hereby solemnly affirm and declare on oath as under:

1. That I am competent to swear this affidavit being proprietor/one or the partners/  
Director of M/s \_\_\_\_\_
2. That M/s \_\_\_\_\_ is  
a proprietorship/partnership firm/company is participating in tender process  
conducted by OGDCL.
3. That I hereby confirm and declare that none of my/our group/sister concern/associate  
company is participating/ submitting this tender.
4. That I hereby confirm and declare that my/our firm/company M/s \_\_\_\_\_  
and my/ our firm/group/company/ sister concern / associate company have not been black  
listed/de-listed any Institutional agencies/Govt. Deptt/ Public Sector Undertaking.
5. That there is no change in the Name & Style, Constitution and Status of the firm, after Pre-  
qualification.
6. That I further undertake that in case any of the facts contained above and in our application  
is round other-wise or incorrect or false at any stage, my/our firm/company/ group/sister  
concerns/ associate companies shall stand debarred from the present and future tenders  
of the OGDCL.

(Signature of the Proprietor/ Managing Partner/Director with Seal)

DEPONENT

Verified at \_\_\_\_\_ on \_\_\_\_\_ that the contents of paras 1 to 6 of this  
affidavit are true and correct to best of my knowledge and no part of this is false and nothing material  
has been concealed or falsely stated therein.

(Signature of the Proprietor/ Managing Partner/ Director with Seal)

DEPONENT

(Signature & Seal of Notary)

**BLACK LISTING PROCEDURE**

**1. Blacklisting.**

Blacklisting means; temporarily or permanently, barring an entity or a person against whom proceedings have been initiated including but not limited to bidder, contractor, supplier, agent, consultant, company, partnership or firm; hereinafter referred to as, Respondent from participating in any future procurement of goods and services. The Respondent(s) individually or collectively as a consortium may stand blacklisted if found to have been involved in any or all of the following acts:

- a) Undermines or adversely affects the operations of the company through any of the following:  
Withdrawing a bid during the bid validity period; Failure or refusal to:
  - i. sign the Contract;
  - ii. accept Purchase Order / Service Order Terms;
  - iii. execute work;
  - iv. submit Bank Guarantee as per tender terms;
  - v. make supplies as per specification agreed;
  - vi. fulfill contractual obligations as per contract;
  - vii. meet purchase order / service order terms and conditions; and/or,
  - viii. to remedy underperformance as per contractual obligations.
  - ix. Or any other non-compliance of obligations vital for the execution / compliance of the contract.
- b) Repeated non-performance.
- c) Indulgences in corrupt or fraudulent practices while obtaining or attempting to obtain contracts in the company.
- d) Convicted of fraud, corruption, tax evasion or criminal misappropriation by a court of competent forum.
- e) Notified blacklisted/debarred/cross debarred by any public sector organization or international agency. In this regards the contractor has to submit a certificate that he or his principal is not declared blacklisted / debarred / cross debarred by any public sector organization or international agency
- f) Furnished information that was false and materially inaccurate or submitted forged or fake documents.

**2. Debarment of Natural Terms.**

The following shall stand disqualified and debarred from participating in OGDCL tenders or contracts pursuant to black listing proceedings:

- i. In case of a company; all directors including its Chairman, Chief Executive and Chief Financial Officer.
- ii. In case of partnership; all partners.

**3. Debarment of Associated Companies or Entities.**

Where a company or an entity has been blacklisted, all its associated or subsidiary undertaking whether by way of common directorship, common management and control, shareholding or direct or indirect control through directors of blacklisted entity etc. shall also stand disqualified from participating in OGDCL tenders or contracts

**4. Standing Committee on Procurement Rules Enforcement (Committee).**

- a) The Managing Director shall constitute a Standing Committee on Procurement Rules Enforcement (Committee) with five members. The Chairman of the Committee and at least one member shall be an Executive Director (EG-IX). GM (Legal) should be a permanent member of the committee. The Head of Supply Chain shall act as the Secretary of the Committee.



- b) The Committee shall submit an annual report to the Board of Directors for consideration.
- c) The Committee deliberations as a guiding principle should be based upon adequate evidence. Consideration should be given as to how much credible information is available, and its reasonableness in view of surrounding circumstances, and inferences which may be drawn from the existence or absence of affirmed facts. The assessment should include all documents available and presented.

**5. Proceedings for blacklisting.**

- a) General Manager (Supply Chain Management) on his own accord or on receipt of information or a complaint shall refer the matter to the Standing Committee on Procurement Rules Enforcement (Committee).
- b) The Committee after examining the material placed before it shall determine whether it is necessary and appropriate to initiate formal black listing proceedings.
- c) In case the Committee decides to initiate blacklisting proceedings Respondent shall be formally intimated in writing about the nature of complain/matter and initiation of blacklisting proceedings.
- d) The Respondent shall be intimated by giving a seven days notice through courier services, registered post or fax or email and, shall be provided an opportunity of furnishing response either through written representation or personal hearing or both.
- e) In case the Respondent fails to furnish his defense or representation the committee may proceed ex-parte on the basis of information, record and material available before it provided that two subsequent notices at three working days intervals have been given.
- f) The Committee shall complete its proceedings within 30 days from the date of first notice given pursuant to paragraph (d) above.
- g) The Respondent against whom blacklisting proceedings have been initiated may be represented through:
  - i. In case of an individual or sole proprietorship; in person.
  - ii. In case of a firm or partnership; by the Chief executive or the Managing Partner, duly authorized.
  - iii. In case of a company; by the Chief Executive or a Director or any officer duly authorized by the Company.

**6. Findings & Decisions.**

- a) The Committee after finalizing its proceedings shall record its findings in writing and decide one of the following measures for implementation:
  - i. Temporarily debarred, specifying the time period;
  - ii. Blacklisted if the Respondent fails to take remedial action within the specified time; or,
  - iii. Blacklisted.
- b) The order of the Committee shall be communicated in writing as per Form 3.
- c) The documents, deliberations reduced in writing and all records of proceedings are to be maintained for five years by the Supply Chain Department.

**7. Appeal.**

- a) The Respondent may appeal within three working days of intimation of decision of the Committee to the Managing Director in writing of any irregularity in the decision of the Committee.
- b) If there exists any substance in the appeal the Managing Director after recorded reasons may direct that Committee may review the case by providing opportunity of hearing to the Respondent provided that the review shall be completed within 15 days.
- c) The Committee shall record its findings in writing and refer the same to the Managing Director for appropriate orders.
- d) If the decision at 6 a(ii) or (iii) materializes then the decision is fit to be publicized and communicated to PPRA, and any other department if deemed necessary, and also hoist on OGDCL website.