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ANNEXURE: The Tender Document comprises of the following Annexures:

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**OIL & GAS DEVELOPMENT COMPANY LTD
SUPPLY CHAIN MANAGEMENT DEPARTMENT
(LOCAL PROCUREMENT)**



INTRODUCTION:

Oil & Gas Development Company Ltd having its General Sales Tax No. **07-02-2802-001-55** and National Tax No. **0787223-2** (hereinafter referred to as the Purchaser) invites sealed bids from eligible bidder(s) under one of the following bidding procedures as per PPRA rules which shall be intimated in Press Tender Notice or Invitation letters:

- i. Single Stage One Envelope Bidding Procedure.
- ii. Single Stage Two Envelope Bidding Procedure.
- iii. Two Stage Bidding Procedure.
- iv. Two Stage Two Envelope Bidding Procedure.

Technical and Financial Bids in separate sealed envelopes for supply and delivery of goods, materials, equipment and/or services described in the Schedule of Requirement as Annexure "A" hereof. All the Annexures from "A" to "N" are integral part of the Tender Document and its compliance is required by all the prospective bidder(s).

1. INSTRUCTIONS TO BIDDER(S):

- 1.1. The bidder(s) shall bear all cost associated with the preparation and delivery of their bids, and the Purchaser will in no case be responsible or liable for those costs.
- 1.2. In case of any doubt as to the meaning of any portion of the Specifications or other Terms and Conditions, bidder(s) may seek clarification of the same in writing, but not later than two weeks prior to deadline for submission of bid(s) 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 can be issued in response to a clarification requested by a respective bidder(s) or even whenever the Purchaser considers it beneficial to issue such a clarification and/or amendment to all bidder(s). The clarification/amendment issued (in general) shall be placed on the OGDCL web site for the intimation to all the prospective bidder(s).
- 1.4. Bidder(s) are required to submit their bid(s), which will bear words "CONFIDENTIAL" and **Tender # PROC-L(TE/07/KNR-INST/2019) 'Procurement of Spares for Waukesha Gas Engine at Kunnar Plant'** as per Tender Notice/SOR.
- 1.5. The Purchaser will 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 reserves 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 thereby incurring any liability to the affected bidder(s) or any obligation there under. However, OGDCL shall upon request communicate to any bidder(s) who submitted a bid, the grounds for its rejection, but it is not required to justify those grounds.
- 1.10. Unsolicited advice/clarifications and personal approaches by the bidder(s) at any stage of evaluation are strictly prohibited and shall lead to disqualification.
- 1.11. In the event that the bidder(s) 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(s) 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/Bid Security 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(s) are 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 all respect will result in the rejection of the bid(s).
- 1.14. All prospective bidder(s) are advised to read carefully all terms & conditions mentioned in the Tender Documents prior to filling / submission of their quotation.
- 1.15. Black listing procedure of the Company is attached as Appendix-1. The bidders, contractors, suppliers, agents, consultants, partnership or firms shall be dealt accordingly.
- 1.16. Bank Guarantees as Bid Security/Bid Bond/Earnest Money/Performance Bond/Advance Payment must be submitted in accordance with the format of the Tender Document.
- 1.17. Bid Bond/Bid Security/Earnest Money/Performance Bond/Advance Payment Bank Guarantee will not be acceptable with the banks whose market price per share is quoted below the Par Value at Stock Exchange. Crossed Cheque/Insurance Guarantee/Swift Message will also be not accepted.

2. BID PRICES:

- 2.1. Firm bid prices shall be quoted in Annexure-A duly filled-in, stamped and signed by authorized representative of Bidder(s). Prices must be quoted as per format of Schedule of Requirement (SOR).
- 2.2. Bidding Forms and Bid Summery Sheets from Annexure – "B" to "E" and "J" to "N" must also be duly filled-in, stamped and signed by authorized representative of bidder(s).
- 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 price adjustment formula will 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 **OGDCL KUNNAR/KPD-TAY FIELD,**
- 2.5. Quoted prices shall be valid for the period mentioned in Annexure A from the opening date of the Technical Bid.

- 2.6. Technical brochure/literature confirming Size, Brand & Country of Origin of quoted items/material must be attached with the Technical Bid (where deemed necessary).
- 2.7. Any quotation not confirming to Clause 2.1 to 2.6 shall be rejected without any right of appeal.
- 2.8. OGDCL is entitled to avail concessionary rate of duty (5%) under the provision of S.R.O 678(I)/2004 for the material that are not manufactured locally. Bidders are advised to use this concessionary rate of duty and quote their most competitive prices observing laid down conditions of S.R.O 678(I)/2004. OGDCL will issue a letter to Custom Authorities to facilitate clearance of consignment by the successful bidder(s).
- 2.9. Discount (if any) shall only be entertained on Schedule of Requirement of Bidding Document (Financial Proposal). If the discount is mentioned elsewhere in the bid, the same shall not be entertained.
- 2.10. Bidder(s) who disclose quoted prices anywhere in the Technical Bid, under "Single Stage Two Envelop" and "Two Stage Two Envelope" bidding procedures, their bid shall be rejected.

3. BID SECURITY/ BID BOND:

- 3.1. The bidder(s) shall furnish, as part of his bid, a Bank Draft/Call Deposit/Pay order/ Bank Guarantee (As per Annexure-F), in line with Instruction to Bidder Clause No.1.17, in favor of Purchaser as per amount mentioned in Tender Notice/SOR as Bid Security/ Bid Bond/Earnest Money with Technical Bid (No exemption of Bid Bond is allowed as per PPRA Rule 2004 whether the Bidder is from Public or Private Sector). Any Bid not accompanied by Bid Security/ Bid Bond/Earnest Money with Technical Bid shall be rejected without any right of appeal.
- 3.2. Short Bid Security/ Bid Bond/Earnest Money will not be accepted.
- 3.3. The Bid Security/Bid Bond/Earnest Money shall be returned as per following manner:
 - 3.3.1 The Bid Security/ Bid Bond/Earnest Money of bidder(s) whose bid is rejected under Clause 2.7 will be returned forth-with.
 - 3.3.2 The Bid Security/ Bid Bond/ Earnest Money of Technically Non Responsive Bidder(s) shall be returned after the financial bid opening or 15 days after placement of Technical Evaluation Report on the website.
 - 3.3.3 The Bid Security/ Bid Bond/ Earnest Money of the unsuccessful/financially higher bidder(s) will be returned after issuance of the Letter of Intent.
 - 3.3.4 The Bid Security/ Bid Bond/ Earnest Money of the lowest evaluated bidder(s) will be returned after authenticity/realization of Amount of Performance Bond.
 - 3.3.5 The Bid Security/ Bid Bond/ Earnest Money of the lowest evaluated Supplier/Contractor where Performance Bond is not required shall be returned after complete delivery and inspection of the material/services.
- 3.4. The Bid Security/ Bid Bond shall be forfeited/confiscated if they:
 - 3.4.1 Withdraw their bid during the period of bid validity. OR
 - 3.4.2 Fails to provide Performance and/or Advance Bank Guarantees. OR
 - 3.4.3 Submit Forged document in support of their bid. OR
 - 3.4.4 Fails to supply the short/wrong shipped items. OR
 - 3.4.5 Any other reason warranting the confiscation of the Guarantee. OR
 - 3.4.6 Fails to execute Purchase Order and/or Contract in accordance with the tender document. OR
 - 3.4.7 In case of any loss or damage suffered by the Purchaser due to any of the aforementioned act of the bidder(s) is more than the Liquidated Damages, the Purchaser will be entitled to mitigate/recover the losses through encashment of Bid Securities/ Bank Guarantee(s)/Earnest Money(s) or forfeiture of Security furnished by the bidder in other procurement cases.

4. SEALING AND MARKING OF BIDS:

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

**Field Manager / Incharge instrument Section
Kunnar/KPD-TAY Field**

**C/O TCS Office Tando Jam Hyderabad Sindh –Pakistan
Oil & Gas Development Company Limited.
Phone No. Direct: 92-22-2720749
Fax No. 022-2720749**

E-mail: kunnar@ogdcl.com, icinstrument.kunnar@ogdcl.com

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

**TENDER NO: PROC-L(TE/07/KNR-INST/2019)
FOR PROCUREMENT OF SPARES FOR WAUKESHA GAS ENGINE AT KUNNAR PLANT
DON'T OPEN BEFORE (AS PER SCHEDULE MENTIONED IN THE TENDER NOTICE/SOR)**

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

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

5. DEADLINE FOR SUBMISSION OF BIDS:

- 5.1. The bids must be delivered at the KUNNAR/KPD-TAY FIELD on or before as per schedule mentioned below and the same will be opened accordingly.

Tender Enquiry No.	Description	Bids Submission Date & Time	Bids Opening Date & Time
Tender Enquiry No: TE/07/KNR- INST/2019	“ Procurement Of Spares For Waukesha Gas Engines”	26.11.2019	26.11.2019
		11:00 HRS	11:30 HRS

6. LATE BIDS:

- 6.1. Any bid received by the Purchaser after the prescribed deadline for submission of bids mentioned in Press Tender Notice/SOR will not be accepted and returned unopened to the bidder(s).

7. BID OPENING:

- 7.1. The purchaser will open the Technical Bid, in the presence of bidder's representative(s) who may chose to attend on date, time and location mentioned

above.

- 7.2. The bidder(s) names, bid prices including bid price modification and bid withdrawals, if any, will be announced at the time of financial bid opening.
- 7.3. The Purchaser 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(s) 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(s) may be asked for a clarification of his bid. The bidder(s) is not permitted, however, to change bid price or substance of his bid.
- 8.6. The bidder(s) may lodge a written complaint for redressal of their grievances and disputes to Dispute Resolution Committee within fifteen days of the placement of the Technical Evaluation report on the web.

9. ISSUANCE OF LOCAL PURCHASE ORDER (LPO):

- 9.1. The Purchaser will issue Purchase Order to the successful bidder(s) whose bid is determined to be technically responsive and financially lowest evaluated.
- 9.2. Purchase Order and its General Terms & Conditions is available at Annexure-G.

10. PERFORMANCE BOND:

- 10.1. The successful bidder(s) will have to submit a Performance Bond in the shape of either Bank Guarantee (as per format attached at Annexure-H) or CDR or Pay Order/Demand Draft equal to 10% of total value of Purchase Order and/or Contract exclusive of GST/PST/ICT, in line with ITB Clause No.1.17, within fifteen days after issuance of Letter of intent. However, Performance Bond will not be required in

cases of Proprietary, single source and for spares/ consumables only upto Rs.5 Million.

- 10.2. In case the successful bidder(s) 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(s) as per clause 3.4.
- 10.3. The Purchaser reserves the right to check the authenticity of Performance Bond from the concerned Bank.
- 10.4. The Performance Bond shall be confiscated if they:
 - 10.4.1 Fails to provide Advance Bank Guarantee (where applicable). OR
 - 10.4.2 Submit Forged document in support of their bid. OR
 - 10.4.3 Fails to execute Purchase Order and/or Contract in accordance with the terms & conditions of tender document/LPO/Contract. OR
 - 10.4.4 Fails to supply the short/wrong shipped items. OR
 - 10.4.5 Any other reason warranting the confiscation of the Guarantee. OR
 - 10.4.6 In case of any loss or damage suffered by the Purchaser due to any of the aforementioned act of the bidder(s) is more than the Liquidated Damages, the Purchaser will be entitled to recover the losses through encashment of Bid Securities/ Bank Guarantee(s)/Earnest Money or forfeiture of Security furnished by the bidder in other procurement cases.

11. PAYMENT:

- 11.1. Payment will be made as per terms & conditions of the Annexure A & D of Tender/Purchase Order(s) and/or Contract.
- 11.2. In cases, where payment has to be made after delivery, the payment shall be made after furnishing the required documents mentioned in Clause No.6(b) of General Terms & Conditions of Annexure G of LPO.

12. DELIVERY SCHEDULE:

- 12.1. Delivery of required material against this tender is to be completed as soon as possible from the date of receipt of firm Purchase Order, excluding a grace period of 07 days allowing for postal delivery of Purchase Order.

13. EXTENSION IN THE DELIVERY PERIOD:

- 13.1. Delivery of the goods shall be made by the supplier in accordance with the delivery schedule given 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 the specifications of goods, material & equipment by the Purchaser.
 - 13.2.2. Delay in provision of clarifications regarding material, drawings and services by the Purchaser.
 - 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 period shall be considered only if the supplier agrees in writing to pay any increase in taxes or any other charges levied by the Government during the extended delivery period. Purchaser shall not bear any additional price increase during the extended period.
- 13.5. In case of extension in delivery period, the supplier will extend validity of Performance Bond accordingly at his cost.

- 13.6. If the supplier fails to supply the ordered material for any reason, within stipulated time, the Performance Bond shall be forfeited.

14. LIQUIDATED DAMAGES:

- 14.1. Subject to clause 16 of Tender Document, If the supplier/contractor fails to deliver any or all of the goods/services within the time period(s) specified in the LPO/Contract, the Purchaser shall, without prejudice to other remedies under the
- 14.2. 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.
- 14.3. 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.
- 14.4. 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.

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 Purchaser'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 Supply Chain Management Department 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. Rejected material shall be moved / replaced by the supplier within 07 days from the receipt of letter/fax issued by the SCM Department. 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.

16.3. Acceptance/rejection of the material by 3rd party (where required) will be final and binding on both the parties.

17. WARRANTY:

17.1. The supplier shall warrant that all goods supplied 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 at his cost.

17.2. The Purchaser shall promptly notify the supplier in writing, of any claims arising under this warranty.

17.3. The supplier will invariably provide warranty/guarantee of spare and consumables.

18. QUALIFICATION OF SELECTED BIDDER(S):

18.1. The Purchaser will determine to its satisfaction whether the bidder(s) 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 bidder(s) financial, technical & production capabilities, availability of items ordered for. The bidder(s) 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(s). A negative determination will result in rejection of the bid.

18.4. The Purchaser 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. ADVANCE BANK GUARANTEES:

19.1. The successful bidder(s) will have to submit a Bank Guarantee as per format attached at (Annexure-I) as per Tender Document Clause No.1.17 equal to the amount of advance, if allowed under Tender terms within the period specified in the Letter of Intent.

19.2. The Purchaser reserves the right to check the authenticity of Advance Bank Guarantee from the concerned Bank.

19.3. The Advance Bank Guarantee will be confiscated if they:

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

19.4. You are encouraged to inform Managing Director & General Manager (SCM) 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, JINNAH VENUE, ISLAMABAD	051-9209701	051-9209708	md@ogdcl.com
General Manager (Supply Chain Management)		051-920023540	051-9215090	

SCHEDULE OF REQUIREMENT

TENDER ENQUIRY # TE/07/KNR-INST/2019

Subject: Procurement of Spares for Waukesha Gas Engine at Kunnar Plant

<u>S #</u>	<u>QTY</u>	<u>Unit</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED UNIT PRICE (INCL. GST)</u>	<u>ESTIMATED TOTAL PRICE (INCL. GST)</u>
SPARES FOR WAUKESHA GAS ENGINE					
1	1	No.	Actuator/Governor Woodward Part No: 8256-080 Serial NO: 18884274 Waukesha Part No: 305858 Make: Woodward Waukesha Engine Model# L36GSI Waukesha Serial# 5283703961		
2	1	No.	Woodward Speed Controller Woodward Part No. DPG-2302-002 Serial No: 18875949 Waukesha Part No. 305857 Make: Woodward Waukesha Engine Model# L36GSI Waukesha Engine Serial# 5283703961 P/N 305857		
TOTAL					

OTHER TERMS AND CONDITIONS:

1. Successful Bidder will provide the material at Kunnar/KPD-TAY Site on FOR basis.
2. Bidder to confirm that quoted spares are compatible with the provided Serial # of Actuator/Governor & Woodward Speed Controller.
3. If there is any contradiction between mentioned part nos. and the serial # of above said spares, then bidder should quote based on OEM recommendations and considering the Serial# of Governor/Actuator & Woodward Speed Controller.
4. The detailed Inspection of the delivered material will be carried out at site after delivery of material.
5. All the participating companies should have good experience in supply of industrial material.
6. Delivery period: within 12 weeks after placement of order.
7. Payment will be made through Cross Cheque after successful inspection of material at site.
8. **Factory/Test/Calibration certificates** of each item must be provided along with delivery.

BIDDING FORM (TECHNICAL BID)

Oil & Gas Development Company Limited

Kunnar/KPD-TAY Field,
C/O TCS Office Tando Jam, 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)

Oil & Gas Development Company Limited

Kunnar/KPD-TAY Field,
C/O TCS Office Tando Jam, 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

TENDER NO. PROC-L / _____
For procurement of _____

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 Yes No
(No exemption of Bid Bond is allowed as per PPRA Rule 2004
whether the bidder is from Public or Private Sector):
10. Annexure-N on Non-Judicial Stamp Paper duly attested by Notary Public Yes No
(To be attached with Technical Bid)
11. Any Deviation: _____

Signature _____

Name & Designation _____

(TO BE ATTACHED WITH FINANCIAL BID)

BID SUMMARY SHEET

TENDER NO. PROC-L / _____
For procurement of _____

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

Kunnar/KPD-TAY Field,
C/O TCS Office Tando Jam, 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 tender document, **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, Kunnar/KPD-TAY
Field, C/O TCS Office Tandojam,
Hyderabad- Pakistan

TEL: 92002 3750.
FAX: 9218048
EMAIL: _____
Web Site: www.ogdcl.com
GST No: 07-02-2802-001-55

LPO No : IBA/ / _____
M/s _____,
_____,
_____.

ISSUED ON : _____

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 & D.
- PERFORMANCE BOND:** 10% PERFORMANCE BOND AS PER CLAUSE # 10 OF TENDER DOCUMENT MUST BE SUBMITTED WITHIN 07 DAYS (if applicable).
- 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.

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 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) along with Copy of Annexure "C" 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 favor whether monetary or in kind:

DESIGNATION	ADDRESS	TEL #	FAX #	E. MAIL
MANAGING DIRECTOR	OGDCL HOUSE, JINNAH AVENUE, ISLAMABAD	051-9209701	051-9209708	
FIELD MANAGER	KUNNAR/KPD-TAY FIELD	022-2720749	022-2761410	kunnar@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. **ACKNOWLEDGEMENT:** Please acknowledge receipt of this order within 03 days otherwise acceptance of all contents of LPO will be assumed.

SPECIMEN OF BANK GUARANTEE AS PERFORMANCE BOND

Guarantee # _____
Date of issue :- _____
Date of expiry:- _____
Amount :- _____

Oil & Gas Development Company Limited
Kunnar/KPD-TAY Field,
C/O TCS Office Tando Jam, Hyderabad

In consideration of your issuance of Local Purchase Order and/or Contract No _____ to M/s. _____ called supplier and/or Contractor and in consideration for value received from supplier and/or Contractor we (Please mention name of Bank) at the request of M/s. _____ (Please mention name of supplier and/or Contractor) hereby agree and undertake as:-

1. To make unconditional payments to you as called upon 10% of the value of the LPO and/or Contract (please mention amount of guarantee in words and figures) mentioned in the said LPO and/or Contract on your return demands without further recourse, question or reference to supplier and/or Contractor or any other person in the event of default, non-performance or non-fulfillment by supplier and/or Contractor of his obligations, liabilities, responsibilities or any of the following reasons under the said LPO and/or Contract which you shall be the soul judge:
 - a. Fails to provide Advance Bank Guarantee (where applicable).
 - b. Submit Forged document in support of their bid.
 - c. Fails to execute Purchase Order and/or Contract in accordance with the terms & conditions of tender document/LPO/Contract
 - d. Fails to supply the short/wrong shipped items.
 - e. Any other reason warranting the confiscation of the Guarantee.
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/or Contractor 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 and/or Contract.
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 and/or Contract.
5. that no grant of time or other indulgence to, amendment in the terms of LPO and/or Contract by agreement between the parties or imposition or agreement with LPO and/or Contract in respect of the performance of this obligations under the said agreement, with or without notice to us shall in any manner discharged or otherwise affect this guarantee and our liabilities and commitments their under.
6. This guarantee shall be binding on us and our successor's interest and shall be irrevocable.
7. This guarantee shall not be affected by any change in the constitutions of the Guarantor Bank or the supplier and/or Contractor.

(BANKER)

Note: The PBG should be valid for 100% value to cover the delivery of the last consignment/ completion of project whichever is later plus 08 weeks. Accordingly, 50% of PBG must be valid for further one year.*

** 08 weeks are required to cover the period for authenticity of PBG, inspection and clearance period and minor extension in delivery period (in any) etc.*

BANK GUARANTEE AS ADVANCE PAYMENT

Guarantee # _____
Date of issue :- _____
Date of expiry:- _____
Amount :- _____

Oil & Gas Development Company Limited
Kunnar/KPD-TAY Field,
C/O TCS Office Tando Jam, Hyderabad

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 # IBA/ _____ issued on _____.
2. AND IN CONSIDERATION of your paying an advance of Pak Rs. _____, Rupees (_____) 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)

Note: The Advance Bank Guarantee should be valid for 100% value to advance till 06 weeks from the date of the delivery of last consignment/ completion of project whichever is later.*

* *06 weeks are required to cover the period for authenticity of Advance Bank Guarantee, preparation of advance cheque etc.*

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

(WHERE APPLICABLE, TO BE SUBMITTED ON DEMAND OF OGDCL)

FAIR PRICE CERTIFICATE

WE M/S _____ HEREBY CERTIFY
THAT PRICES QUOTED BY US AGAINST OIL AND GAS DEVELOPMENT LIMITED TENDER
ENQUIRY NO. PROC-L _____ ARE THE LOWEST AND
MOST COMPETITIVE AS GENERALLY APPLICABLE TO ALL OTHER BUYERS AND OR SOLD
THROUGH OUR AGENTS AS PER PREVAILING INTERNATIONAL MARKET AS ON THE
DATE OF QUOTE AND IF IT IS ESTABLISHED AT ANY STAGE THAT THESE WERE HIGHER
WE SHALL BE HELD RESPONSIBLE AND AGREE TO PAY IMMEDIATELY THE
DIFFERENTIAL TO OIL & GAS DEVELOPMENT COMPANY LIMITED.

SIGNATURE AND SEAL OF THE
*MANUFACTURER/SOLE AGENT/AUTHORIZED
DEALER*

NOTE: FAIR PRICE CERTIFICATE WILL BE REQUIRED, IN CASE SINGLE BID IS
FOUND TECHNICALLY RESPONSIVE IN THE RESPECTIVE TENDER.

(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 cartelise 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 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. _____
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 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. _____

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.

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 day

Procurement of Spares for Waukesha Gas Engine at Kunnar Plant

- e) nbs 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.