

Terms of Reference (TOR)/ Scope of Work (SOW)
Schedule of Requirement

TENDER ENQUIRY NO.TE/TOC/TELE/PE & FD/2023/002.

Issue Date: 30-11-2023, Submission Date: 15-12-2023

“Supply & services for Lightning Protection System at Storage tank & Plant area of TOC”

Term and Conditions about Project

S. No.	Description of Services Required for Earthing/Grounding	Quantity	Unit	Rate (PKR)
1	Supply of material with services of Design, Installation, Commissioning and testing of early Streamer Emission Lightning Protection System to cover up the Crude Oil Storage Tanks and plant area at TOC central facility.	1	Job	
				Total Cost
				GST(18%)/SST (13%)
				Total Cost Incl. of GST (PKR)

Term and Conditions about Project

Scope of Work	Complete lightning protection system shall be designed, supplied, installed, tested and commissioned by the bidder. Bidder is also responsible to ensure the feasibility and application of his proposed solution (regarding design & material) for the Oil & Gas sector by submitting the recommendations from OEM .(As it is hazardous classified area due continuous existence of fumes at crude oil storage tanks).
Equipment/ Material	The well-known branded equipment to be provided including Early streamer emission lightning protection air terminals with required accessories as per standard and Event lightning strike recorder/Counter (at least 03 no's of set), to provide the maximum protection level for storage tanks & plant area, with complete BOQ.
Earthing System	Earthing Rod 10'X25mm pure copper 99.99%, earthing cable 70mm Pure copper with clamps & lugs etc comply with standard IEC 62305, IEC 62561. Making of earth pit bore 6" type, 30ft deep, Chemical Enhanced Earth PIT (Kolomite Blocked)/or CONDUCTIVER PLUS a ground enhancing gel to be filled to enhance conductivity, complete with 12" dia heavy duty tin plated cover/or earth box.
Mechanical Work	Complete provision of supporting structures, Galvanized steel mast poles with adequate size & height, cable trays, angles & guy wire supports and allied accessories for the erection of Poles, Lightning equipment & earthing system as per drawing
Civil Work	Construction of Concrete foundations and excavation jobs required for the erection of Poles and construction of earth pit should be proper and as per designed. Quality will not be compromised.

Inspection	Detailed Inspection of Supplied material (as per BOQ provided by the bidder) and services (as per SOR) will be carried out by OGDCL at site.
Documentation	Supplier will provide complete BOQ, maintenance manuals including test procedures and certificates for the supplied system. All design documents/Drawings plan, layout, for earthing pits, foundations and landmarks to be provided by also the bidder.
Warranty & maintenance	The Supplier shall guarantee that the equipment furnished is free from fault in design, and workmanship with adequate size and capacity, to meet the specified operating conditions. In case any defect in design, material, workmanship or operating characteristics found within 1 year after commissioning. The Supplier shall make all necessary alterations, repairs, and replacements of defective equipment / components, at his own cost including transportation, installation and testing.
Man Power	Only Skilled and trained Man power is allowed by the OGDCL to carry out any job. All necessary PPEs to be provided by the bidder during any type of job
Note	<ol style="list-style-type: none"> 1. Welding job or any type of hot job is prohibited at main facility 2. Layout of storage tanks and plant is attached here with. 3. Bidder will be also encouraged to plan site visit with coordination of TOC site team.

GENERAL TERMS AND CONDITIONS OF TENDER:

- A. Bids must be submitted under two envelopes bidding system i.e. Technical & financial bid separately on due date at following mailing address.
Mailing Address:
Field Manager/ Incharge (Telemetry)
TANDO ALAM OIL COMPLEX (OGDCL)
C/O MAIN TCS OFFICE, HYDERABAD SINDH
NEAR TANDO ALAM MARI, TANDO FAZAL ROAD, HYDERABAD-SINDH
Phone: 022-2722232 (Field Manager), Email: toc@ogdcl.com
Phone: 022-2722262 (I/C Telemetry), Email: toctelemetry@ogdcl.com
- B. Bid Bond amounting **Rs. 60,000/-** is required to be submitted with this web-tender. In case the Bidder fails to abide by the terms of Bid document/Bid or violates the same, it may entail temporary debarment/ black listing for three (03) years
- C. After tender opening "technical bids" will be reviewed. The bids will be brought technically at par by seeking clarifications. The bidders will **NOT** be asked for any price change in their financial bids due to certain clarifications and subsequent change in their technical proposals. The bidders will **NOT** be allowed to submit supplementary price proposals in a separate sealed envelope to make it a part of the already submitted financial bids and to adjust their quoted price subsequently affected due to change in technical proposals.
- D. OGDCL reserves the right to reject any or all the bids and not bound to justify the reason.
- E. Quoted prices must be firm (inclusive of GST/SST, other taxes, and duties).
- F. 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.
- G. Bidders to submit their company profiles, experience of similar supplies in Pakistan along with technical bids.
- H. Material to be delivered at TOC site Within 42 calendar days (6 weeks) after issuance of Purchase Order.

- I. LD charges in case of late delivery will be imposed as penalty up to maximum of 5% of the amount of PO excluding GST as per tender document in accordance to tender document clause # 14.
- J. The total quoted price of spares inclusive of all taxes must be less than three million rupees.
- K. The bidders are not allowed to supply the alternate /equivalent product as mentioned in submitted Bid.
- L. Payments will be made through X-cheque as per company rules after completion of job.
- M. Income tax/w. holding tax deductions will be applicable as per company/govt. rules.
- N. OGDCL encourage the bidder for site visit with coordination of OGDCL representative, regarding design and layout for preparing BOQ.
- O. OGDCL also encourages the bidders to participate in bidding ceremonies.

Note: Bidders are requested to read this document carefully and provide complete information required in this TOR. All information required in the Technical Evaluation Criteria must be provided. OGDCL reserves the right to reject Proposals with in-complete or partial information.



TENDER DOCUMENT

TENDER ENQUIRY NO. TE/TOC/TELE/PE & FD/2023/002.

Issue Date: 30-11-2023, Submission Date: 15-12-2023

“Supply of material with services of Design, Installation, Commissioning and testing of early Streamer Emission Lightning Protection System to cover up the Crude Oil Storage Tanks and plant area at TOC central facility”

**FIELD MANAGER TANDO ALAM OIL COMPLEX
(LOCAL PROCUREMENT)**

OIL & GAS DEVELOPMENT COMPANY LIMITED

ISSUING DATE: 30/11/2023

BID SUBMISSION DATE: 15/12/2023

OGDCL SALES TAX REGISTRATION

NO. 07-02-2802-001-55

INVITATION FOR BIDS

BIDDING DOCUMENT

TENDER ENQUIRY NO.TE/TOC/TELE/PE & FD/2023/002

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ANNEXURE:

The Tender Document comprises of the following Annexures.

SR #	SUBJECT	ANNEXURE
1	SCHEDULE OF REQUIREMENT	A
2	BIDDING FORM (TECHNICAL BID)	B
3	BIDDING FORM (FINANCIAL BID)	C
4	BID SUMMARY SHEET (TECHNICAL)	D
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12	SPECIMEN OF INTEGRITY & ETHICS UNDERTAKING	L & M
13	FORM – 4 (AFFIDAVIT)	N
14	BLACK LISTING PROCEDURE	APPENDIX-I

**OIL & GAS DEVELOPMENT COMPANY LIMITED
TANDO ALAM OIL COMPLEX**

Tender Enquiry No. TE/TELEMETRY/TOC/PE&FD/2023/002

Dated: 30/11/2023

SUBJECT: Supply of material with services of Design, Installation, Commissioning and testing of early Streamer Emission Lightning Protection System at Crude Oil Storage Tanks and plant areas at TOC central facility.

NOTE: Bidders should also refer to the "Master Set of Tender Documents Local Revised 07Sep20" available at OGDCL's website at the following address:

<https://ogdcl.com/download-tenders/>

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

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

1. INSTRUCTIONS TO BIDDERS:

- 1.1. 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 Term and Conditions, bidder(s) may seek clarification of the same in writing, but not 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 Bidders are required to submit their Bid, which will bear words "**CONFIDENTIAL**" and **Tender No. Tender Enquiry No. TE/TELEMETRY/TOC/PE&FD/2023/002**

"Supply of material with services of Design, Installation, Commissioning and testing of early Streamer Emission Lightning Protection System at Crude Oil Storage Tanks and plant areas at TOC central facility"

- 1.5 The Purchaser does not take any responsibility for collecting the Bids from any Agency.
- 1.6 The Purchaser reserves the right to increase or decrease the quantities or may cancel any or all items shown in the Schedule of Requirement, without assigning any reason thereof.
- 1.7 The Purchaser Reserve the right to have the items inspected by its own representative, or by 3rd party at its own cost (if required).
- 1.8 It must be indicated in the offer that the quotation fully conforms to Technical Specifications and Terms and Conditions of the Tender.
- 1.9 The Purchaser reserves the right to accept or reject any Bid and to annul the bidding process and reject all the Bids at any time prior to award of Purchase Order without assigning any reason and without thereby incurring any liability to the affected bidder(s) or any obligation there under.
- 1.10 Unsolicited advice/clarifications and personal approaches by the Bidder at any stage of evaluation are strictly prohibited and shall lead to disqualification.
- 1.11 In the event that the Bidder submits an alternative Bid(s) whether in whole or against any of the items, a group or sub-group in addition to its Main Bid, the Bids must be marked as "Main Bid" and "Alternative Bid". Alternative bid(s) which do not conform to the specifications, but meet the performance prescribed in, or the objectives of, the specifications may be submitted. However, only the Alternative Bid of the Bidder whose Main Bid is the lowest evaluated bid will be considered.
- 1.12 A Bidder, who wishes to have its Alternative Bid(s) considered on an equal basis with all other (Main) Bids, must submit a Bid Bond for each Alternative Bids, an Alternative Bid must be submitted in a sealed envelope clearly marked "Alternative Bid", separate from the Main Bid.
- 1.13 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to Bidding Documents in every respect will result in the rejection of the Bid.
- 1.14 All prospective bidders are advised to read carefully all terms & conditions enunciated in the Tender Documents prior to filling / submission of their quotation.
- 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. Extension in any of these guarantees (if required), must be submitted in original 15 days before the expiry date, otherwise, OGDCL may proceed for encashment.
- 1.17. Bid Bond/Bid Security/Earnest Money/Performance Bond in shape of Pay Orders/Cash Deposit Receipt/ Demand Draft issued by a Pakistani Scheduled Bank (listed or not listed at Pakistan Stock Exchange) or a branch of foreign bank operating in Pakistan is acceptable. However, Bid Bond/Bid Security/Earnest Money/Performance Bond/ Advance Payment in shape of Bank Guarantees 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 must be quoted as per format of schedule of requirement (SOR).
- 2.2. Bidding form Annexure-B & C must also be duly filled-in, stamped and signed by authorized representative of Bidder.
- 2.3. Prices must be quoted in Pakistani currency inclusive of all taxes and duties, indicating unit price and total Bid prices. GST must be quoted separately along with copy of GST Certificate. Bids offering prices in foreign currency will be rejected. Conditional bid / bid having any prices adjustment formula will also be rejected.
- 2.4. Prices must be quoted including all charges like handling, loading, transportation and un-loading, Octroi and Zila Tax etc. for delivery of material at Purchaser's stores located at **TANDO ALAM OIL COMPLEX, HYDERABAD**
- 2.5. Quoted price shall be valid for 120 days from the opening date of the Financial Bid.
- 2.6. Technical brochure/literature confirming Size, Brand & Country of Origin of quoted items/material must be attached with the Technical Bid (where deemed necessary).
- 2.7. Any quotation not confirming to Clause 2.1 to 2.6 shall be rejected without any right of appeal.

3. 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). Extension in Bid Bond in shape of Bank Guarantee (if required), must be submitted in original 15 days before the expiry date otherwise OGDCL may proceed for encashment.
- 3.2. Any Bid not accompanied by Bid Security/ Bid Bond/Earnest Money with Technical Bid shall be rejected without any right of appeal. 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 within two weeks of declaring the technical qualification.
 - 3.3.3. The Bid Security/ Bid Bond/ Earnest Money of the unsuccessful/financially higher bidder(s) will be released within two weeks of declaration of the successful bidder.
 - 3.3.4. The Bid Security/ Bid Bond/ Earnest Money of the lowest/most advantageous 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/most advantageous bidder/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. 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 shall furnish Technical & Financial bids in two separate sealed envelopes.
- 4.2. Technical Bids will be opened first.
- 4.3. Only Financial Bid of Technically responsive bidders will be opened publicly.
Financial Bids of technically non responsive bidders will be returned after award of Local Purchase Order to successful bidder(s).
- 4.4. The bid shall be submitted in a sealed envelopes marked as under:-

FIELD MANAGER

TANDO ALAM OIL COMPLEX-OGDCL
DISST: HYDERABAD
C/O TCS Main Office Hyderabad
OFFICE LOCATION: NEAR TANDO ALAM MARI,
TANDO FAZAL ROAD, HYDERABAD-SINDH

- 4.5. The envelopes shall also bear the word “ **CONFIDENTIAL**” and following identifications:-
Tender Enquiry No. TE/TELEMETRY/TOC/PE&FD/2023/002

DON'T OPEN BEFORE 11:30 HRS TECHNICAL/FINANCIAL BID(S) (INDICATE ONE ON EACH ENVELOPE)

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

5. DEADLINE FOR SUBMISSION OF BIDS:

- 5.1. All Bids must be delivered/ dropped in the Office of Field Manager Tando Alam Oil Complex, Near Tando Alam Mari, Tando Fazal Road, Hyderabad-Sindh on or before the prescribed deadline of **10:30 Hrs on above mentioned date.**

6. LATE BIDS:

- 6.1. Any bid received by the Purchaser after the prescribed deadline for submission of bids will be rejected and returned un-opened to the bidder.

7. BID OPENING:

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

8. DETERMINATION OF RESPONSIVENESS:

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

9. ISSUANCE OF LOCAL PURCHASE ORDER (LPO):

- 9.1. The purchaser will issue the local purchase order to the successful bidder whose bid is determined to be technically responsive and financially lowest evaluated.
- 9.2. General Terms & Conditions of LPO are available at Annexure-G.

10. PAYMENT:

Payment will be made after delivery of material at OGDCL site, inspection & acceptance of material by OGDCL, after completion of requisite services as per SOR and finally inspection/performance of earthing/grounding & Lightning system and after furnishing required documents mentioned in Clause No.6(b) of General Terms & Conditions of Annexure G of LPO.

11. DELIVERY SCHEDULE:

11.1 "Supply of material with services of Design, Installation, Commissioning and testing of early Streamer Emission Lightning Protection System at Crude Oil Storage Tanks and plant areas at TOC central facility" against this tender is to be completed **WITHIN 06 (SIX) WEEKS** from the date of receipt of firm purchase/ work order.

12. EXTENSION IN THE DELIVERY / COMPLETION PERIOD:

- 12.1. Providing of the services shall be made by the supplier in accordance with the given delivery schedule in purchase order.
- 12.2. The supplier may claim extension of the time limits as set forth in the purchase order in case of:-
 - 12.2.1. Changes in Scope of Work or in the specifications of goods, material & equipment by the OGDCL.
 - 12.2.2. Delay in provision of clarifications regarding material, drawings and services by the OGDCL
 - 12.2.3. Force Majeure pursuant to clause 14.
- 12.3. 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.
- 12.4. It should be noted that a request for extension in delivery/ completion period shall be considered only if the supplier/ contactor agrees in writing to pay any increase in taxes or any other charges levied by the government during the extended delivery period. OGDCL shall not bear any additional price increase during the extended period.
- 12.5. In case of extension in delivery period, the supplier/ contactor will extend validity of Performance Bond accordingly at his cost.
- 12.6. If the supplier/ contactor fails to supply/ complete the ordered services for any reason, within stipulated time, his Performance Bond with the purchaser shall be forfeited and material shall be purchased from elsewhere at his risk and cost.

13. LIQUIDATED DAMAGES.

- 13.1. Subject to clause 15 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 upto maximum extent of 10% of the LPO/contract value.

14. FORCE MAJEURE:

- 14.1. The supplier shall not be liable for penalty for delay in delivery of ordered goods, if, and to the extent delay in delivery or other failure to perform his obligation under the purchase order, of being the result of occurrence of Force Majeure i.e. causes such as natural calamities, war, civil disturbance, military action, fire as well as other circumstance proved to the satisfaction of the purchaser to be beyond the reasonable control of the supplier, which may impede the fulfillment of the obligations under the purchase order.
- 14.2. The supplier shall notify the purchaser promptly of the occurrence of Force Majeure and submit his case in writing within 07 days of such occurrence.
- 14.3. If any of the party is prevented to fulfill its assumed obligations by Force Majeure of constant duration of at least one month, the party shall meet for negotiation. If no satisfactory agreement is reached within a period of two months from the commencement of the Force Majeure conditions, either party shall have the right to cancel the purchase order with immediate effect.

15. INSPECTION AND TEST:

- 15.1. The OGDCL's representative(s) shall have the right to inspect and/or test the goods to confirm their conformity with respect to specifications mentioned in the Purchase Order. The representative of Field Manager Tando Alam Oil Complex will witness the inspection (where so required).
- 15.2. Should any inspected or tested goods fail to conform to the specifications the purchaser shall reject them and supplier shall replace the rejected goods. All costs incurred on such replacement shall be entirely born by the supplier.
- 15.3. Rejected material/ work shall be moved/ replaced by the supplier within 07 days from the receipt of letter/fax issued by the Field Manager Tando Alam Oil Complex. The supplier shall be liable for the storage charges @ ½% (half percent) of the cost of rejected material on every day basis, if the same is not removed within seven days.
- 15.4. Acceptance/rejection of the material by 3rd party will be final and binding on both the parties.

16. WARRANTY:

- 16.1. The supplier/ contactor shall warrant that all supplied material/ Services under purchase order shall be according to specifications given in Purchase Order and approved drawings/design etc. Any deviation in material, drawing/design (where applicable) will be replaced by the Supplier/ Contactor at his cost.
- 16.2. OGDCL shall promptly notify the supplier in writing, of any claims arising under this warranty.
- 16.3. The supplier/ contactor will invariably provide warranty/guarantees.

17. QUALIFICATION OF SELECTED BIDDERS:

- 17.1. OGDCL will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated, technically responsive bid qualifies to satisfactorily perform the order.
- 17.2. The determination will take into account the bidders financial, technical & production capabilities, availability of items ordered for. The bidder shall provide necessary documents as proof along with the bid.
- 17.3. Any affirmative determination will be a pre-requisite for award of the purchase order to the bidder. A negative determination will result in rejection of the bid.
- 17.4. OGDCL reserves the right at the time of award of order to increase or decrease to a reasonable extent in the quantity of goods specified in the Tender Document without any change in price or other terms and conditions.
- 18. You are encouraged to inform Managing Director & Head of Department on the following addresses/contacts, in case where any OGDCL employee ask for any type of favor whether monetary or in kind:-**

DESIGNATION	ADDRESS	TEL #	FAX #	E. MAIL
Managing Director	OGDCL House	051-9209701	051-9209708	
Field Manager	Tando Alam Oil Complex	022-2722232	022-2722295	toc@ogdcl.com

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

Mailing Address:

Field Manager/ Incharge (Telemetry)

TANDO ALAM OIL COMPLEX (OGDCL)

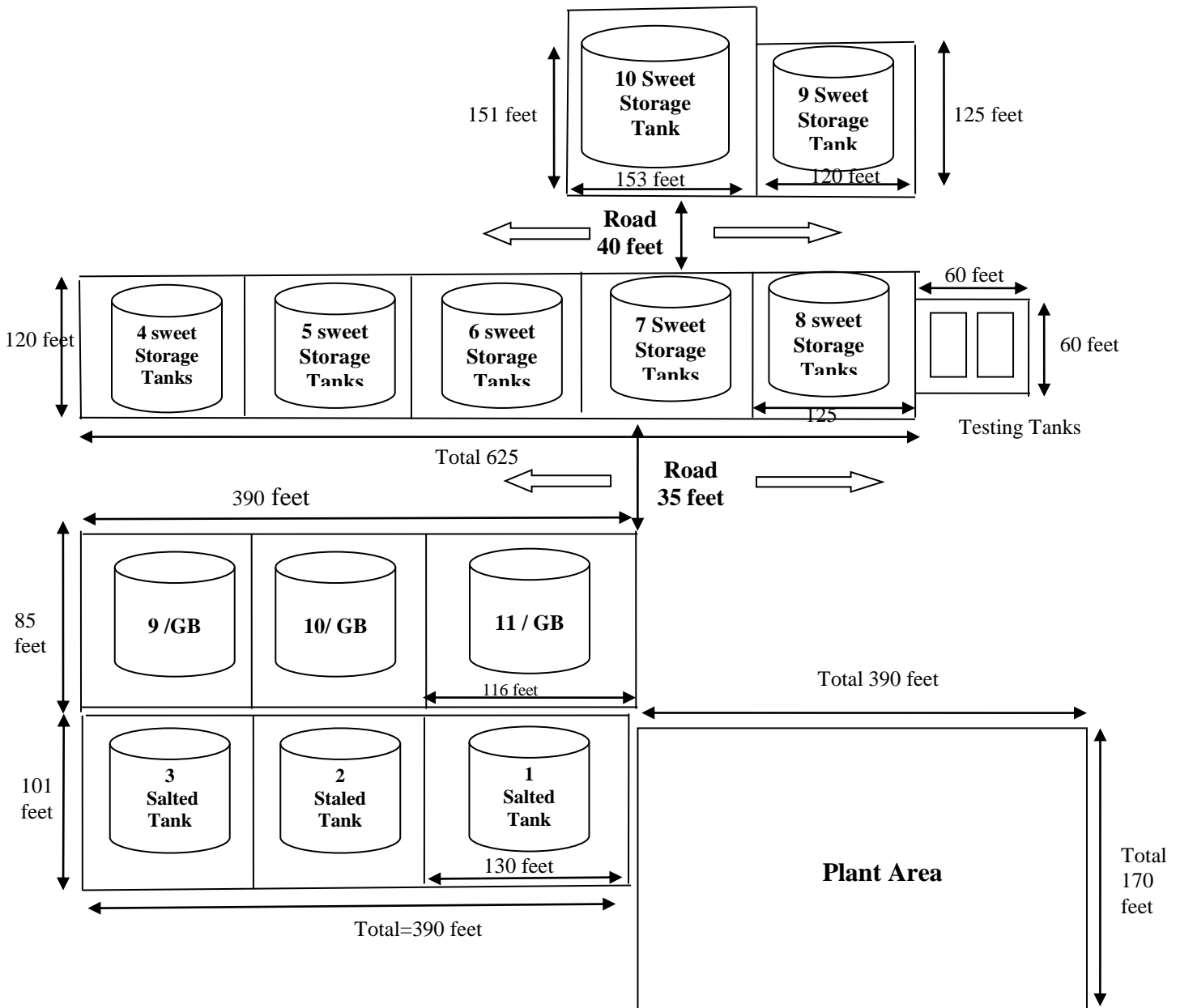
C/O MAIN TCS OFFICE, HYDERABAD SINDH

OFFICE LOCATION: NEAR TANDO ALAM MARI, TANDO FAZAL ROAD, HYDERABAD-SINDH

Phone: 022-2722232 (Field Manager), Email: toc@ogdcl.com

Phone: 022-2722262 (I/C Telemetry), Email: toctelemetry@ogdcl.com

Tando Alam Central Facility



Description	No. of Tanks	Height Feet
Crude Oil Storage Tank	01	40
Crude Oil Storage Tank	06	35.5
Gun Barrel Tank	03	40
Crude Oil Salted Tank	03	32
Testing/Rectangular Tanks	02	12

Note: * Include also height of the grilling about 3 Feet at above surface of each tank's surroundings.

**Terms of Reference (TOR)/ Scope of Work (SOW)
Schedule of Requirement**

TENDER ENQUIRY NO.TE/TOC/TELE/PE & FD/2023/002

Issue Date: 30-11-2023, Submission Date: 15-12-2023

“Supply & services for Lightening Protection System at Storage tank & Plant area of TOC”

S. No.	Description of Services Required for Earthing/Grounding	Quantity	Unit	Rate (PKR)
1	Supply of material with services of Design, Installation, Commissioning and testing of early Streamer Emission Lightning Protection System to cover up the Crude Oil Storage Tanks and plant area at TOC central facility.	1	Job	
		Total Cost		
		GST(18%)/SST (13%)		
		Total Cost Incl. of GST (PKR)		

Term and Conditions about Project

Scope of Work	Complete lightning protection system shall be designed, supplied, installed, tested and commissioned by the bidder. Bidder is also responsible to ensure the feasibility and application of his proposed solution (regarding design & material) for the Oil & Gas sector by submitting the recommendations from OEM .(As it is hazardous classified area due continuous existence of fumes at crude oil storage tanks).
Equipment/Material	The well-known branded equipment to be provided including Early streamer emission lightning protection air terminals with required accessories as per standard and Event lightning strike recorder/Counter (at least 03 no's of set), to provide the maximum protection level for storage tanks & plant area, with complete BOQ.
Earthing System	Earthing Rod 10'X25mm pure copper 99.99%, earthing cable 70mm Pure copper with clamps & lugs etc comply with standard IEC 62305, IEC 62561. Making of earth pit bore 6" type, 30ft deep, Chemical Enhanced Earth PIT (Kolomite Blocked)/or CONDUCTIVER PLUS a ground enhancing gel to be filled to enhance conductivity, complete with 12" dia heavy duty tin plated coverer/or earth box.
Mechanical Work	Complete provision of supporting structures, Galvanized steel mast poles with adequate size & height, cable trays, angles & guy wire supports and allied accessories for the erection of Poles, Lightning equipment & earthing system as per drawing
Civil Work	Construction of Concrete foundations and excavation jobs required for the erection of Poles and construction of earth pit should be proper and as per designed. Quality will not be compromised.
Inspection	Detailed Inspection of Supplied material (as per BOQ provided by the bidder) and services (as per SOR) will be carried out by OGDCL at site.
Documentation	Supplier will provide complete BOQ, maintenance manuals including test procedures and certificates for the supplied system. All design documents/Drawings plan, layout, for earthing pits, foundations and landmarks to be provided by also the bidder.
Warranty & maintenance	The Supplier shall guarantee that the equipment furnished is free from fault in design, and workmanship with adequate size and capacity, to meet the specified operating conditions. In case any defect in design, material,

	workmanship or operating characteristics found within 1 year after commissioning. The Supplier shall make all necessary alterations, repairs, and replacements of defective equipment / components, at his own cost including transportation, installation and testing.
Man Power	Only Skilled and trained Man power is allowed by the OGDCL to carry out any job. All necessary PPEs to be provided by the bidder during any type of job
Note	<ol style="list-style-type: none"> 1. Welding job or any type of hot job is prohibited at main facility 2. Layout of storage tanks and plant is attached here with. 3. Bidder will be also encouraged to plan site visit with coordination of TOC site team.

GENERAL TERMS AND CONDITIONS OF TENDER:

- A. Bids must be submitted under two envelopes bidding system i.e. Technical & financial bid separately on due date at following mailing address.
Mailing Address:
Field Manager/ Incharge (Telemetry)
TANDO ALAM OIL COMPLEX (OGDCL)
C/O MAIN TCS OFFICE, HYDERABAD SINDH
NEAR TANDO ALAM MARI, TANDO FAZAL ROAD, HYDERABAD-SINDH
Phone: 022-2722232 (Field Manager), Email: toc@ogdcl.com
Phone: 022-2722262 (I/C Telemetry), Email: toctelemetry@ogdcl.com
- B. Bid Bond amounting **Rs. 60,000/-** is required to be submitted with this web-tender. In case the Bidder fails to abide by the terms of Bid document/Bid or violates the same, it may entail temporary debarment/ black listing for three (03) years
- C. After tender opening "technical bids" will be reviewed. The bids will be brought technically at par by seeking clarifications. The bidders will **NOT** be asked for any price change in their financial bids due to certain clarifications and subsequent change in their technical proposals. The bidders will **NOT** be allowed to submit supplementary price proposals in a separate sealed envelope to make it a part of the already submitted financial bids and to adjust their quoted price subsequently affected due to change in technical proposals.
- D. OGDCL reserves the right to reject any or all the bids and not bound to justify the reason.
- E. Quoted prices must be firm (inclusive of GST/SST, other taxes, and duties).
- F. 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.
- G. Bidders to submit their company profiles, experience of similar supplies in Pakistan along with technical bids.
- H. Material to be delivered at TOC site Within 42 calendar days (6 weeks) after issuance of Purchase Order.
- I. LD charges in case of late delivery will be imposed as penalty up to maximum of 5% of the amount of PO excluding GST as per tender document in accordance to tender document clause # 14.
- J. The total quoted price of spares inclusive of all taxes must be less than three million rupees.
- K. The bidders are not allowed to supply the alternate /equivalent product as mentioned in submitted Bid.
- L. Payments will be made through X-cheque as per company rules after completion of job.
- M. Income tax/w. holding tax deductions will be applicable as per company/govt. rules.
- N. OGDCL encourage the bidder for site visit with coordination of OGDCL representative, regarding design and layout for preparing BOQ.
- O. OGDCL also encourages the bidders to participate in bidding ceremonies.

Note: Bidders are requested to read this document carefully and provide complete information required in this TOR. All information required in the Technical Evaluation Criteria must be provided. OGDCL reserves the right to reject Proposals with in-complete or partial information.

BIDDING FORM (TECHNICAL BID)

"Supply & services for Lightning Protection System at Storage tanks and plant areas of TOC"

TENDER ENQUIRY NO.TE/TOC/TELE/PE & FD/2023/002

**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 PurchaseOrder 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 under-stand 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)

"Supply & services for Lightening Protection System at Storage tanks and plant areas of TOC"

TENDER ENQUIRY NO.TE/TOC/TELE/PE & FD/2023/002

**Oil & Gas Development Company Limited,
Tando Alam Oil Complex, Disstt. 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

“Supply & services for Lightening Protection System at Storage tanks and plant areas of TOC”

TENDER ENQUIRY NO.TE/TOC/TELE/PE & FD/2023/002

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 2004 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**

“Supply & services for Lightening Protection System at Storage tanks and plant areas of TOC”

TENDER ENQUIRY NO.TE/TOC/TELE/PE & FD/2023/002

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 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 TANDO ALAM OIL COMPLEX



Oil & Gas Development Company Limited,
Tando Alam Oil Complex, Disstf. 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
GST No: 07-02-2802-001-55

No : TE/TOC/TELEMETRY/PE&FD/2023/002

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 SUPERSESSION OF ANY AND ALL PREVIOUS CORRESPONDENCE/ DOCUMENTATION BETWEEN THE PARTIES.

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
MANAGING DIRECTOR	OGDCL HOUSE, JINNAH AVENUE, ISLAMABAD	051-9209701	051-9209708	
FIELD MANAGER	TANDO ALAM OIL COMPLEX	022-2722232	022-2722295	toc@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.

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, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GOP under any law, contract or other instrument, be voidable at the option of GOP.

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

For & On Behalf of Seller/ Supplier

(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 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 found otherwise 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.