



OIL & GAS DEVELOPMENT COMPANY LIMITED,

Annexure A

SCHEDULE OF REQUIREMENT

Services: provision of 04 No. (AC 07 seater) pick & Drop vehicles Due Date: 26-09-2022

Tender Enquiry No: RCM/ADM/PD/2022/01 Bid Bond value: 2% of quoted amount

Evaluation will be carried out on 26-09-2022 Attachment (if any): Nawa-e-Waqt AD, SOR, Annex-A, Tender Docs

Sr	Description	Quantity	Make/ Brand Offered	Unit	Unit Price (PKR) Inclusive of All Taxes Except GST	Unit Price (PKR) Inclusive of GST	Total price (PKR) Inclusive of GST	Delivery Period Offered	Deviation from Tender Spec .If Any
01	Hiring of 04 No. (07 seater with AC) Suzuki Every, FAW XPV, Karvaan, Di-Hatsu or equivalent for pick & drop duties of Regional Office Multan on 04 different Routes.	04	Japanese, Chines/ Pakistani Brand (not less than 05 year old model upto 2023-24)	01					Submission of all documents duly signed/ stamped alongwith experience certificates, which will be verified during Evaluation / examine of

1. The contract will be awarded to successful & lowest bidder subject to approval of Contract period which will start w.e.f 01-10-2022
2. All the submission of documents must be duly signed & stamped alongwith 2% bid bond either in form of CDR, Bank Draft, cross-cheque in favor of OGDCL
3. Quoted amount must be submitted with per month & per year aggregate amount (inclusive of PST/PRA, WHT Etc all Govt Applicable Taxes)
4. OGDCL will only pay the rent amount per vehicle per month (upto 04 vehicles), the driver wages, POL, maintenance etc will be born by contractor.
5. The approximate minimum travel for pick & drop per vehicle (within city Multan) is around 40-50 KM on daily working day.



MASTER SET OF TENDER DOCUMENT AND
IT'S TERMS AND CONDITIONS SHALL BE
APPLICABLE
TO ALL THE TENDERS

FOR PROVISION OF 04 NO. (AC 07 SEATER)
PICK & DROP VEHICLES FOR EMPLOYEES
OF REGIONAL OFFICE MULTAN ON 04
DIFFERENT ROUTES (WITHIN CITY)

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ANNEXURE: The Tender Document comprises of the following Annexures:

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1	SCHEDULE OF REQUIREMENT	A
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10	DECLARATION OF FEES, COMMISSION & BROKERAGE ETC. (CERTIFICATE)	J
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13	FORM - 4	N
14	BLACK LISTING PROCEDURE	APPENDIX-I



OIL & GAS DEVELOPMENT COMPANY LTD
CORPORATE SOCIAL RESPONSIBILITY 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 two envelop bidding system (i.e. Technical and Financial Bids in separate 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).

The Technical Bids will be opened first on the date mentioned in Tender Notice/SOR. The financial bids of the only technically qualified bidder(s) will be opened publicly. The Technical Evaluation Report will be published on OGDCL’s website before financial bid opening.

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 # RCM/ADM/PD/2022/01** for services of **04 No. Pick & Drop vehicles (AC with 07 seater each) for pick & drop to employees of RO Multan on different routes (within city Multan)** 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 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.

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 services at (OGDCL) **Regional Office Multan situated on piran ghaib road Multan.**
- 2.5. Quoted prices will be valid for 10 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.
- 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.

3. EARNEST MONEY:

- 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), issued by scheduled bank operating in Pakistan, in favor of Purchaser as per amount mentioned in Tender Notice/SOR as Earnest Money with Technical Bid. Any Bid not accompanied by Earnest Money with Technical Bid shall be rejected without any right of appeal.
- 3.2. Short Earnest Money or Crossed Cheque as Earnest Money is not acceptable.
- 3.3. The Earnest Money of un-successful bidder(s) will be returned after award of Local Purchase Order to successful bidder(s). The Earnest Money of successful bidder(s) will be discharged / returned upon bidder(s) furnishing the required Bank Guarantee/ Performance Bond and executing the order/contract.
- 3.4. The Earnest Money of bidder(s) whose bid is rejected under Clause 2.7 will be returned forth-with.
- 3.5. The earnest Money shall be forfeited:
 - 3.5.1. If a bidder withdraws its bid during the period of bid validity.
 - 3.5.2. In case the successful bidder(s) fails to furnish Performance Bond as per clause 10.1

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. Earnest money 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 shall be submitted in a sealed envelope marked as under:

**REGIONAL COORDINATOR
CSR DEPARTMENT**

**OIL & GAS DEVELOPMENT COMPANY LIMITED
ADDRESS OGDCL Regional Office Multan**

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

TENDER NO:

FOR PROCUREMENT OF «Description»

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 _____ on or before as per schedule mentioned in Press Tender Notice/SOR and the same will be opened accordingly.

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 un-opened 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 bank guarantee (as per format attached at Annexure-H) / CDR / Pay Order / Demand Draft equal to 10% of total value of order exclusive of GST, from any schedule bank in Pakistan, within fifteen days after issuance of Letter of Intent. However, Performance Bond will not be required for purchase of spare parts including consumables.
- 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 3.5.
- 10.3. The Purchaser reserves the right to check the authenticity of Performance Bond from the concerned Bank.

11. PAYMENT:

11.1. Payment will be made as follows after inspection and acceptance of goods, materials and equipments etc:

- 11.1.1. Payment after delivery
- 11.1.2. Payment Against Delivery
- 11.1.3. Part Delivery Part Payment
- 11.1.4. ____% advance payment against Bank Guarantee

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 and material shall be purchased from elsewhere at his risk and cost.

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 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 5% of the LPO/contract value.

14.2. 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 5% 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.

- 14.3. 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.
- 16.3. 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.
- 16.4. 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. 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 AVENUE, ISLAMABAD	051-9209701	051-9209708	Md_ogdcl.com
General Manager (CSR)		051-920023632	051-9229883	
Regional Coordinator OGDCL Multan	Regional Office Piran ghaib Road Multan	061-9220077	061-6772654	rcmultan@ogd cl.com

BIDDING FORM (TECHNICAL BID)

Oil & Gas Development Company Limited,
CSR Department
Regional Office,
Address: Camp Office at Committee Room
DCO Office Lodhran.

Gentlemen ,

1. Having examined the Bidding Documents including the specifications, the receipt of which is hereby acknowledged, we the undersigned offer to supply & deliver «Description» in conformity with drawings, specifications of goods and conditions of Tender Document.
2. We under take 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 120 days from the opening of financial 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)

Oil & Gas Development Company Limited,
CSR Department
Regional Office,
Address _____:

Gentlemen ,

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

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

Dated this _____ day of _____ 20_____

(Signature)
(In the capacity of)

Duly authorized to sign Bid for and on behalf of

(Signature of Witness)

Name: - _____

Address:- _____

BID SUMMARY SHEET

TENDER NO.

«Description»

(TO BE ATTACHED WITH TECHNICAL BID)

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. GST Registration No. _____
7. Bidding Form (Annexure-B Attached with Technical Bid): Yes No
8. Any Deviation: _____

Signature _____

Name & Designation _____

BID SUMMARY SHEET
TENDER NO.
«Description»

(TO BE ATTACHED WITH FINANCIAL BID)

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. Total FOR («DeliverTo») Price: Rs _____
(Inclusive of all taxes except GST)
6. Total FOR («DeliverTo») Price (With GST): Rs _____
7. Offered Delivery Period: _____
8. Payment Terms: _____
9. GST Registration No. _____
10. Bidding Form (Annexure-B-1 attached with financial bid): Yes No
11. Any Deviation: _____

Signature _____

Name & Designation _____

BANK GUARANTEE AS EARNEST MONEY

Guarantee # : _____
Date of Issue : _____
Date of Expiry : _____
Amount : _____

Oil & Gas Development Company Limited,
CSR Department
Regional Office,
Address _____:

In consideration of _____ hereinafter called
"THE BIDDER" HAVING SUBMITTED THE ACCOMPANYING Bid and in consideration of
value received from (the bidder above), we hereby agree to undertake as follows:

1. To make unconditional payment of Rs. _____ (Rupees _____
_____) up on your written demand without further
recourse, question or reference to the BIDDER or any other person in the specified
Bid after opening of the same for the validity thereof or if no such period be specified,
within 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 or refuses to execute the Purchase Order in accordance with the
instructions to the Bidders, or
 - b) Fails or refuses to furnish Performance Bond in accordance with the
instructions to Bidders.
2. To accept written intimation(s) from you as conclusive and sufficient evidence of the
existence of a default or non-compliance as aforesaid on the part of the BIDDER and
to make payment accordingly within 03 (three) days of receipt of the written
intimation.
3. No grant of time or other indulgence to or composition or arrangement with the
Bidder in respect of aforesaid Bid with or without notice to us shall affect this
Guarantee and our liabilities and commitments hereunder.
4. This guarantee shall be binding on us and our successors in interest and shall be
irrevocable.

(BANKER)



OIL & GAS DEVELOPMENT COMPANY LTD
OFFICE OF THE
REGIONAL COORDINATOR



Full Address _____

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

LPO No : / / _____
M/s _____,

_____.

ISSUED ON : _____

SUBJECT: **WORK ORDER.**

Dear Sir,

Ref your quotation # _____ dated _____ opened on _____ against our Press Tender/Tender Enquiry/Fax Enquiry # () _____ dated _____ regarding procurement of _____.

We feel pleasure in placing an order on you for the supply of services given below. Terms and Conditions of supply are noted below and on reverse.

INDENT No. _____ A/C CODE: _____ DT. _____
FOR: (LOCATION _____) DEPARTMENT _____

S. NO.	DESCRIPTION	QTY	UNIT	INDEX NUMBER	UNIT RATE (RUPEES)		TOTAL (RUPEES)
					(EXCL OF GST)	(INCL OF GST)	
(RUPEES _____ ONLY)						GRAND TOTAL: (INCLUSIVE OF _____% GST)	

TERMS & CONDITIONS:

- DELIVERY PLACE & PERIOD:** AT OUR _____ WITHIN _____ AFTER ISSUANCE OF LPO.
- PAYMENT CLAUSE:**
 - PAYMENT AFTER DELIVERY (OR)
 - PAYMENT AGAINST DELIVERY (OR)
 - PART DELIVERY PART PAYMENT. (OR)
 - _____ % ADVANCE PAYMENT AGAINST BANK GUARANTEE.
- PERFORMANCE BOND:** 10% PERFORMANCE BOND IN SHAPE OF BANK GUARANTEE AS PER CLAUSE # 10 OF TENDER DOCUMENTS 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 SUPERCESSION OF ANY AND ALL PREVIOUS CORRESPONDENCE/ DOCUMENTATION BETWEEN THE PARTIES.

for **OIL & GAS DEVELOPMENT COMPANY LTD.**

GENERAL TERMS AND CONDITIONS

1. **GENERAL:** These terms and conditions shall form an integral part of this Local Purchase Order and both the Supplier/Seller and the Purchaser shall be bound by all the provisions contained hereunder.
2. **DELIVERY:**
 - a. The material strictly according to specification must be delivered through Delivery Challan in triplicate at the place and within the time mentioned in this order (on reverse) by you at your own expenses (excluding a grace period of 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 Regional Office. 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. **PENALTY:** For failure to comply with Delivery Clause, penalty shall be imposed on the Supplier as under:
 - a. @ ½ % of cost of entire order (exclusive of GST) or such items as remain un-supplied for every day upto a maximum of 5% for 10 days exceeding the delivery period.
 - b. If the material is not supplied even after paying penalty for 10 (ten) consecutive days. OGDCL reserves the right to cancel the supply order and to obtain the required items from elsewhere at your risk and cost.
6. **DOCUMENTATION FOR PAYMENT:** Following documents must be provided directly to Regional Coordinator, Address _____ processing the case to release payment:

	To be provided by
a. Original Commercial (as per LPO) having NTN/CNIC Numbers	Vendor -
b. Original Sales Tax Invoices	Vendor -
c. Original Freight/Insurance Invoice (where applicable)	Vendor -
d. Original Delivery Challan duly signed & Stamped by Location/Store Incharge	- I/c Store
e. Original / System generated LRS duly signed & Stamped by Location/Store Incharge	- I/c Store
f. Original / System generated Inspection Report duly signed & Stamped by Location/ Store Incharge	- I/c Store
g. Copy of valid Professional Tax Paid/Clearance Certificate	Vendor -
h. Copy of National Tax Number Certificate (NTN)	Vendor -
i. Copy of General Sales Tax Number Certificate (GST)	Vendor -
j. Copy of Annexure "C" issued by FBR	Vendor -
k. Completion Certificate (where applicable)	- I/c Store
l. Copy of valid Tax Exemption Certificate (if any)	Vendor -
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	
GENERAL MANAGER (CSR)		051-920023632	051-9209883	
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.

BANK GUARANTEE AS PERFORMANCE BOND

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

Oil & Gas Development Company Limited,
CSR Department
Regional Office,
Address _____:

In consideration of your issuance of Local Purchase Order # /_/_____ dated _____ to M/s. _____ called supplier and in consideration for value received from supplier we (Please mention name of Bank) at the request of M/s. (Please mention name of supplier) hereby agree and under take as:-

1. To make unconditional payments to you as called upon 10% of the value of the LPO (please mention amount of guarantee in words and figures) mentioned in the said LPO on your return demands without further recourse, question or reference to supplier or any other person in the event of default, non-performance or non-fulfillment by supplier of his obligations, liabilities, responsibilities under the said LPO which you shall be the soul judge.
2. to accept return intimation from you as conclusive and sufficient evidence of existence if a default or breach as aforesaid on the part of supplier and to make payment accordingly within 03 (Three) days of receipt thereof .
3. To keep this guarantee in full force from the date hereof until 30 (Thirty) days from the date of delivery of last consignment of material at given destination as per LPO.
4. To keep 50% amount of this guarantee enforce from the date hereof until 12 months from the date of delivery of last consignment of the material of at given destination as per LPO.
5. that no grant of time or other indulgence to, amendment in the terms of LPO by agreement between the parties or imposition or agreement with LPO in respect of the performance of this obligations under the said agreement, with or without notice to us shall in any manner discharged or otherwise affect this guarantee and our liabilities and commitments 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.

(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,
CSR Department
Regional Office,
Address _____:

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 # / _____ 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 void ab initio 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. _____ 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 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 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 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

A F F I D A V I T

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. fulfil 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 defence or representation the committee may proceed exparte 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 authorised.
 - iii. In case of a company; by the Chief Executive or a Director or any officer duly authorised 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(ii) or (iii) materialises 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.