

ANNEXURE - A**Terms of Reference (TOR)/ Scope of Work (SOW)
Schedule of Requirement****TENDER ENQUIRY NO.TE/TOC/TELE/PE&FD/2023/003.****“Supply and Services for the complete Installation and Commissioning of CCTV System for the extension of existing CCTV network at TOC”****BOQ FOR CCTV SYSTEM**

S. No.	Description of Material Required for CCTV System	Qty Req.	Unit	Unit Cost	Total Cost
1	NVR 32 channel 32-channel IP video access, Smart H.265+/Smart H.264+, Max 320 Mbps incoming bandwidth, Up to 24MP resolution live view and playback option.	2	NO		
2	Hard Disk Drive 4TB Surveillance Grade	2	NO		
3	LED screen 50 inch UHD Display (Standard quality)	2	NO		
4	IP Bullet Veri-focal Camera 5MP, 1/2.7" CMOS image sensor, · Outputs 2688×1520 (2688×1520) @ 25/30 fps, · Built -in IR LED, max IR distance: 60 m, SD card full, SD card, IP67 protection.	15	NO		
5	PTZ IR camera 1/2. 8, 4 Megapixel CMOS, powerful 25X optical zoom, IR distance100 M	1	NO		
6	Desktop Gigabit POE Switch 4 port. Providing 4 Gigabit POE Ports with 2 Gigabit Uplink Ports	14	NO		
7	Gigabit Desktop Network Switch 8 port	1	NO		
8	Gigabit Single-Mode Media Converter 1× 10/100/1000Mbps Auto-Negotiation RJ45 port supporting Auto-MDI/MDIX, Extends fiber distance up to 20km,	7	PAA		
9	ODF 4 Port Wall-Mount Fully Loaded (Standard quality)	7	NO		
10	SM Standard Duplex Fiber Patch Cord 3-Mtr	10	NO		
11	FR Cable 3/29 1.5mm, Standard Copper	1,000	MTR		
12	12 Core Outdoor S/M Optic Fibre Cable	600	MTR		
13	UTP CAT-6 Network Cable Pure Copper	1,000	FT		
14	Bracket for all PTZ & Static cameras (Galvanized)	1	SET		
15	2U Wall Mount Data Cabinet with Fan (Standard quality)	3	NO		

16	PDU 08 Port (Power Distribution Unit) (Standard quality)	2	NO		
17	PVC Installation Box 4x4 (Standard quality)	16	NO		
18	Waterproof Junction Box, Size:10x12 (Standard quality)	14	NO		
19	HDPE Pipe 1" 5MM Thickness (Standard quality)	1,000	MTR		
20	UPVC pipe 3/4" Shed. 40 with accessories	300	MTR		
21	Galvanized standard poles 3", 15' H with accessories	4	NO		
22	Miscellaneous fitting material clip, clamps, nut bolts etc.	1	lot		
				Total Cost	
				GST (18%)	
				Total Cost Incl. of GST (PKR)	

SERVICES FOR INSTALLTION OF EARTHING SYSTEM

S. No.	Description of Services Required	Quantity Required	Unit	Total Cost PKR	
1	<p>Installation Testing and Commissioning of Overall CCTV system including civil work.</p> <p>1. Excavation and back filling of trenches about 1000 Mtrs. WXD (1 X 2 Feet)</p> <p>2. Concrete foundation 1'6" X 1'6" X 1'6" (Above the ground) for mounting the galvanized poles. (With material And labor)</p> <p>3. Complete installation, fiber optics splicing configuration and Networking of cameras, NVR and interconnected devices.</p> <p>4. Commissioning of system.</p> <p>5. Testing of CCTV system for at least 1 week.</p>	1	Lot		
				Total Cost	
				GST (13%)	
				Total Cost Incl. of GST (PKR)	

TERM AND CONDITIONS ABOUT MATERIAL/SERVICES

Scope of Work	Complete CCTV system will be supplied, installed, tested and commissioned by the bidder as per layout provided by the OGDCL.
Equipment/ Material	The well-known branded, reliable equipment, material and supporting accessories as per BOQ to be provided by the Bidder.
Civil Work	Construction of Concrete foundations and excavation jobs required for the erection of Poles should be proper and as per designed. Quality will not be compromised.
Inspection	Detailed Inspection of Supplied material (as per BOQ provided by the OGDCL) and services (as per SOR) will be carried out by OGDCL at site.
Warranty & maintenance	The bidder is responsible to provide 1 year complete warranty regarding any type of maintenance and replacement of material/equipment/parts or cable etc.
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
Documentation	Furnished layouts/documents for New CCTV system in connection with old CCTV to be provided by the bidder.

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 any query.
- 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 incomplete or partial information.

BIDDING FORM (TECHNICAL BID)

“Supply and Services for the complete Installation and Commissioning of CCTV System for the extension of existing CCTV network at TOC.”

TENDER ENQUIRY NO.TE/TOC/TELE/PE & FD/2023/003

**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 understand that you are not bound to accept the lowest priced or any bid you may receive.

Dated this _____ day of _____ 20_____

Signature
(In the capacity of)

Duly authorized to sign Bid for and on behalf of

(Signature of Witness)

Name: - _____

Address:- _____

BIDDING FORM (FINANCIAL BID)

“Supply and Services for the complete Installation and Commissioning of CCTV System for the extension of existing CCTV network at TOC”

TENDER ENQUIRY NO.TE/TOC/TELE/PE & FD/2023/003

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

Gentlemen ,

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

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

Dated this _____ day of _____ 20_____

(Signature)
(In the capacity of)

Duly authorized to sign Bid for and on behalf of

(Signature of Witness)

Name: - _____

Address:- _____

(TO BE ATTACHED WITH TECHNICAL BID)

BID SUMMARY SHEET

“Supply and Services for the complete Installation and Commissioning of CCTV System for the extension of existing CCTV network at TOC”

TENDER ENQUIRY NO.TE/TOC/TELE/PE & FD/2023/003

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 and Services for the complete Installation and Commissioning of CCTV System for the extension of existing CCTV network at TOC”

TENDER ENQUIRY NO.TE/TOC/TELE/PE & FD/2023/003

1. Bidder Name _____
Address, Phone & Fax No _____
E-mail address _____

2. Manufacturer Name & _____
Country of Origin: _____

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

4. Total FOR Price: _____ Rs _____
(Inclusive of all taxes except GST)

5. Total FOR Price (Inclusive of all taxes with GST): _____ Rs _____

6. GST Registration No. _____

7. Bidding Form (Annexure-C attached with financial bid): Yes No

8. Any Deviation: _____

Signature _____

Name & Designation _____

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

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

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

In consideration of _____ hereinafter called "THE
BIDDER" HAVING SUBMITTED THE ACCOMPANYING Bid against Tender
No. _____ and in consideration of value received from (the bidder
above), we hereby agree to undertake as follows::

1. To make unconditional payment of Rs. _____ (Rupees _____
_____) up on your written demand without further recourse,
question or reference to the BIDDER or any other person in the specified Bid after opening of
the same for the validity thereof or if no such period be specified, within 150 days after the
said opening or if the Bidder, having been notified of the acceptance of his bid by the
Purchaser during the period of bid validity:
 - a) fails to execute Purchase Order and/or Contract in accordance with the
tenderdocument, **OR**
 - b) fails or refuses to furnish Performance Bond in accordance with tender document, **OR**
 - c) withdraws its bid during the period of bid validity, **OR**
 - d) If the documents are found forged at any stage, **OR**
 - e) Fails to supply the short/wrong shipped items or any other reason warranting the
forfeiture.
2. To accept written intimation(s) from you as conclusive and sufficient evidence of the
existence of a default or non-compliance as aforesaid on the part of the BIDDER and to
make payment accordingly within 03 (three) days of receipt of the written intimation.
3. No grant of time or other indulgence to or composition or arrangement with the Bidder in
respect of aforesaid Bid with or without notice to us shall affect this Guarantee and our
liabilities and commitments hereunder.
4. This guarantee shall be binding on us and our successors in interest and shall be irrevocable.

(BANKER)



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



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/2023/003

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 agreements and arrangements with all persons in respect of or related to the transaction with GOP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

The Seller/ Supplier accepts full responsibility and strict liability for making any false declaration not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GOP under any law, contract or other instrument, be voidable at the option of GOP.

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

For & On Behalf of Seller/ Supplier

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

Integrity and Ethics Undertaking

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

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

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

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

For and on behalf of _____
Tender No. _____
Contract No _____

(On official letter-head of the bidder)

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

Integrity and Ethics Undertaking

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

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

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

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

For and on behalf of _____
Tender No. _____

Form 4

Mandatory for participation in Bidding Process

AFFIDAVIT

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

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

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

DEPONENT

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

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

DEPONENT

(Signature & Seal of Notary)

BLACK LISTING PROCEDURE

1. Blacklisting.

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

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

2. Debarment of Natural Terms.

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

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

3. Debarment of Associated Companies or Entities.

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

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

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

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

5. Proceedings for blacklisting.

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

6. Findings & Decisions.

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

7. Appeal.

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