

**OIL & GAS DEVELOPMENT COMPANY LIMITED
UCH GAS FIELD, DERA BUGTI-BALUCHISTAN**

Annexure-A

Schedule of Requirement

**Tender Enquiry No. TE/UCH/INST/002/2022
“Supply of “Revo Rack and Pinion -Pneumatic actuator””**

| Sr.# | ITEM DESCRIPTION | UOM | QTY |
|-------------|---|------------|------------|
| 1. | Crane Revo Rack and Pinion -Pneumatic actuator Model: RS5090007A00000 R - Series: Revo Actuator S - Function: spring to close 5 - Version: 90° actuator (012- H15) 090 - Size(torques at 1 bar): 250 Nm1 007 - Connection: F07, square 17mm A - Number of springs: single acting, 10 springs 00 - Execution: standard - 20° to 80°C 00 - Coating: Standard (anodized end cap RAL 5002) 0 - Misc.: Standard , Make: Revo | NO. | 06 |
| 2. | Crane Revo Rack and Pinion -Pneumatic actuator Model: RS5050007A00000 R - Series: Revo Actuator S - Function: spring to close 5 - Version: 90° actuator (012- H15) 050 - Size(torques at 1 bar): 250 Nm1 007 - Connection: F07, square 17mm A - Number of springs: single acting, 10 springs 00 - Execution: standard - 20° to 80°C 00 - Coating: Standard (anodized end cap RAL 5002) 0 - Misc.: Standard , Make : Revo | NO. | 03 |

TERMS AND CONDITIONS

- A. PRICES SHALL BE QUOTED IN PAK RUPEES ON FOR UCH GAS FIELD BASIS INCLUSIVE OF ALL TAXES.
- B. PAYMENT WILL BE RELIESED AFTER DELIVERY AND INSPECTION OF MATERIAL AT UCH SITE.
- C. NO ADVAAANCE PAYMENT WILL BE MADE WITH PO.
- D. DOCUMENTS REQUIRED WITH MATERIAL: COMMERCIAL INVOICE, GST INVOICE, GST REGESTERATION CERTIFICcate, NTN CERTIFICATE, PROFESSIONAL TAX CERTIFICATE, ANNEXURE-C.
- E. SUPPLIER SHALL PROVIDE DOCUMENTS TO CHECK AUTHENTICITY OF SUPPLY OF MATERIAL.
- F. MATERIAL WIL BE DELIVERED AT UCH GAS FIELD OGDCL IN ORIGINAL OEM PACKING.
- G. INSPECTION OF THE MATERIAL WILL BE CARRIED OUT BY OGDCL REP. AT UCH GAS FIELD.
- H. IN CASE SUPLPLIER FAILS TO COMPLY ANY OF THE ABOVE REQUIREMENTS, THE CONSIGNMENT MAY BE DEEMED AS REJECTED AND RETURN CARGO CHAGES SHALL BE BORNE BY THE BIDDER.
- I. DELIVERY OF MATERIAL IS TO BE COMPLETED WITHIN 20-22 WEEKS.

ANNEXURE-1A

GENERAL TERMS AND CONDITIONS:

- A. BIDS MUST BE SUBMITTED UNDER TWO ENVELOPES BIDDING SYSTEM i.e. TECHNICAL & FINANCIAL BID SEPARATELY ON DUE DATE.
- B. FINANCIAL BIDS OF ONLY TECHNICALLY RESPONSIVE BIDDERS WILL BE OPENED PUBLICLY.
- 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 UNOPENED FINANCIAL BIDS AND TO ADJUST THEIR QUOTED PRICE SUBSEQUENTLY AFFECTED DUE TO CHANGE IN TECHNICAL PROPOSALS.
- D. SEALED FINANCIAL BIDS OF TECHNICALLY NON-RESPONSIVE BIDDERS WILL BE RETURNED UN-OPENED.
- E. OGDCL RESERVES THE RIGHT TO REJECT ANY OR ALL THE BIDS WITHOUT ASSIGNING ANY REASON.
- F. QUOTED PRICES MUST BE FIRM IN PAK RUPEES ON FOR UCH GAS FIELD BASIS (INCLUSIVE OF GST, OTHER TAXES, AND DUTIES).
- G. OGDCL RESERVES THE RIGHT TO EVALUATE THE BID(S) EITHER ITEM-WISED OR FULL PASKAGE BASIS WITHOUT ASSIGNING ANY REASON. TO QOUTE COMPETITIVE PRICES FOR ALL OR ANY ITEMS ENABLE COMPANY TO DECIDE PURCHASE.
- H. QUOTED PRICES SHALL BE VALID FOR **90 DAYS** FROM THE OPENING DATE OF THE TECHNICAL BID
- I. THE VARIATION IN QUANTITY WILL NOT CHANGE THE UNIT COST OF MATERIAL.
- J. NO ADVANCE PAYMENT WILL BE MADE AT THE TIME OF PO.
- K. THE INSPECTION OF MATERIAL WILL BE CARRIED OUT AT SITE IN CASE OF REJECTION; ALL OF THE TRANSPORTATION CHARGES WILL BE AT SUPPLER END.
- L. THE BIDDERS ARE NOT ALLOWED TO QUOTE THE ALTERNATE /EQUIVALENT PRODUCT.
- M. PAYMENTS WILL BE MADE THROUGH X-CHEQUE AS PER COMPANY RULES AFTER RECEIPT AND INSPECTION OF MATERIAL AT SITE

N. THE MASTER SET OF TENDER DOCUMENTS (LOCAL) AVAILABLE ON OGDCL WEBSITE (WWW.OGDCL.COM) IS THE INTEGRAL PART OF THIS TENDER.

O. INCOME TAX/W. HOLDING TAX DEDUCTIONS WILL BE APPLICABLE AS PER COMPANY/GOVT. RULES.

P. FOLLOWING DOCUMENTS WILL BE REQUIRED WITH DELIVERY FOR RELEASE OF PAYMENT

- i. COMMERCIAL INVOICE
- ii. GST INVOICE
- iii. NTN REGISTRATION CERTIFICATE
- iv. BANK ACCOUNT DETAILS/IBAN
- v. PROFESSIONAL TAX CERTIFICATE
- vi. ANNEX-C



OIL & GAS DEVELOPMENT COMPANY LIMITED
PROCUREMENT DEPARTMENT (LOCAL), ISLAMABAD
SCHEDULE OF REQUIREMENT

Mandatory Checklist

Please confirm the compliance of the following mandatory information along with the bid(s) failing which bid(s) will not be accepted.

| Documents | To be attached with the Technical / Financial Bids | Compliance | |
|---|--|------------------------------|-----------------------------|
| Original Bid Bond | Technical Bid | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Copy of NTN Certificate | Technical Bid | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Copy of GST Certificate | Technical Bid | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Confirmation that the Firm is appearing FBR's Active Taxpayer List | Technical Bid | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Duly Signed and Stamped Annexure-A (Un-priced) | Technical Bid | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Duly filled, signed and stamped Annexure-B | Technical Bid | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Duly filled, signed and stamped Annexure-D | Technical Bid | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Duly signed and stamped Annexure-L on Company's Letter Head | Technical Bid | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Duly signed and stamped Annexure-M on Company's Letter Head | Technical Bid | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Duly signed and stamped Annexure-N on Non-Judicial Stamp paper duly attested by Notary Public | Technical Bid | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Duly Filled, signed and stamped Annexure-A (Priced) | Financial Bid | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Duly Filled, signed and stamped Annexure-C | Financial Bid | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Duly Filled, signed and stamped Annexure-E | Financial Bid | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

The above Annexures are available in MASTER SET OF TENDER DOCUMENTS (LOCAL) that can be downloaded from OGDCL website (www.ogdcl.com).

BIDDING FORM (TECHNICAL BID)

**Oil & Gas Development Company Limited,
Field Manager
Uch Gas Field
Baluchistan**

Gentlemen,

1. Having examined the Bidding Documents including the specifications, the receipt of which is hereby acknowledged, we the undersigned offer to supply & deliver _____ in conformity with drawings, specifications of goods and conditions of Tender Document.
2. We undertake if our bid is accepted, to commence delivery within _____ days (Please specify days) from the date of receipt of your firm Purchase Order.
3. If our bid is accepted, we will provide the Performance Bond equal to 10% of the Purchase Order excluding GST, for due performance of the purchase order.
4. We agree to abide by all the terms & conditions of the tender for the period of 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 understand that you are not bound to accept the lowest priced or any bid you may receive.

Dated this _____ day of _____ 20_____

(Signature)
(In the capacity of)

Duly authorized to sign Bid for and on behalf of

(Signature of Witness)

Name: - _____

Address:- _____

BIDDING FORM (FINANCIAL BID)

**Oil & Gas Development Company Limited,
Field Manager
Uch Gas Field
Baluchistan**

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) or such other sum as may be ascertained in accordance with the said conditions.

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

Dated this _____ day of _____ 20_____

(Signature)
(In the capacity of)

Duly authorized to sign Bid for and on behalf of

(Signature of Witness)

Name: - _____

Address:- _____

(TO BE ATTACHED WITH TECHNICAL BID)

BID SUMMARY SHEET

TENDER NO. TE/UCH/INST/002/22

For procurement of Revo Rack and Pinion -Pneumatic actuator

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

Signature _____

Name & Designation _____

(TO BE ATTACHED WITH FINANCIAL BID)

BID SUMMARY SHEET

TENDER NO. TE/UCH/INST/002/22

For procurement of Revo Rack and Pinion -Pneumatic actuator

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

Signature _____

Name & Designation _____

BANK GUARANTEE AS BID BOND

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

OIL & GAS DEVELOPMENT COMPANY
Field Manager
Uch Gas Field
Baluchistan

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



Uch Gas Field, Dera Bugti, Baluchistan
C/O TCS/LCS Office Jacobabad Sindh

TEL: 92 (838) 510110-16
FAX: 92 (838) 510003
Email: uch@ogdcl.com
Web Site: www.ogdcl.com
GST No: 07-02-2802-001-55

LPO No : TE/ / _____

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:

1. **DELIVERY PLACE & PERIOD:** AT OUR _____ WITHIN _____ AFTER ISSUANCE OF LPO.
2. **PAYMENT CLAUSE:**
 - a. PAYMENT AFTER DELIVERY (OR)
 - b. PAYMENT AGAINST DELIVERY (OR)
 - c. PART DELIVERY PART PAYMENT. (OR)
 - d. _____ % ADVANCE PAYMENT AGAINST BANK GUARANTEE.
3. **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).
4. **INSPECTION:**
5. 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 Field Manger Uch Gas Field. 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 5% 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 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.
 - 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) alongwith Copy of Annexure "C" issued by FBR | Vendor |
| iii. Original Freight/Insurance Invoice (where applicable) | Vendor |
| iv. Original Delivery Challan duly signed & Stamped by Location/Store Incharge | - l/c Store |
| v. Original / System generated LRS duly signed & Stamped by Location/Store Incharge | - l/c Store |
| vi. Original / System generated Inspection Report duly signed & Stamped by Location/ Store Incharge | - l/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) | - l/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 | md@ogdcl.com |
| Field Manager | Uch Gas Field | 0838-510110 | 0838-510003 | uch@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.

BANK GUARANTEE AS PERFORMANCE BOND

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

**Oil & Gas Development Company Limited
Field Manager
Uch Gas Field Baluchistan**

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 undertake 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.

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.