



TENDER NOTICE

1- Oil & Gas Development Company Limited (OGDCL) is the largest Exploration and Production Company of Pakistan having operations in all provinces of the country, intends to purchase the material for its operations. The details about the company can be obtained from website <http://www.ogdcl.com>

2- Sealed bids in duplicate are invited for the supply of given below under Competitive Bidding Procedure on **Single Stage Two Envelope Bidding System**. Terms and conditions are mentioned in the OGDCL master tender documents.

3-Proposals will be evaluated as per TOR/SOR .The proposals which does not conform to the standards and criteria in TOR/SOR will be rejected or declared non-responsive during technical evaluation. Financial proposals of only technically qualified suppliers will be considered and evaluated for the lowest quote. Detailed terms & conditions/schedule of requirement/SOR/Bidder Evaluation Criteria are mentioned in the tender documents **(Annex-A/A-1/A-2)**.

4-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**.

S r. #	Tender Enquiry No.	Description	Tender Sale Closing Date	Bids Submission Date & Time	Bids Opening Date & Time
1	Web Tender No. TE/ TOC-ADMIN/008/2024 dated 10/02/2024	Supply of 01No Rental Gas Generator Rated Capacity 450-500 KVA, 3Phase 400volts, 50 Hz, 0.8Pf Prime/Continuous duty, equipped with standard genset control panel for stand-alone safe operation	-	15 DAYS OF WEB POSTING 10:30 Hours	15 DAYS OF WEB POSTING 11:30Hours

5-Separate Tender Documents for each Tender Enquiry can be obtained/downloaded from **OGDCL WEBSITE**, www.ogdcl.com or on written request from the Office of the Field Manager Tando Alam Oil Complex, OGDCL, Hyderabad, Sindh on any day from 0900 Hours (PST) to 1300 Hours (PST).

6-The Bids will be delivered at the reception of office of Field Manager, Tando Alam Oil Complex (OGDCL) Near Tando Alam Mari, Tando Fazal Road , Hyderabad-Sindh on time and date mentioned against tender enquiry (half an hour earlier to bid opening). Bidder(s) or their authorize representative(s) are encouraged to attend the Tender Opening meetings. Postal address is;

"TANDO ALAM OIL COMPLEX, Oil & Gas Development Company Ltd, C/o MAIN TCS OFFICE, HYDERABAD SINDH".

Bidders are advised to register/log-in to obtain [TE/TOC/ADMIN-008/2024](http://www.ogdcl.com) from www.ogdcl.com under the title "Tender".

7. Bidder must provide their business details, Address, Phone & Fax Numbers, E-mail (if any) for effective communication.

OGDCL will not be responsible for intimation of queries / information in case subject detail is not provided. Detailed scope of work is available in tender documents, however if further details/clarifications are required, it may be obtained from Field Manager Tando Alam Oil Complex, OGDCL, Hyderabad, Sindh, via e-mail, phone and personally.

8. The OGDCL 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.

Mailing Address:

Field Manager/ Incharge (Mechanical Maintenance)

TANDO ALAM OIL COMPLEX (OGDCL)

C/O MAIN TCS OFFICE, HYDERABAD SINDH

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

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

Phone: 022-2722240 (I/C Mechanical Maintenance), Email: tocmaintenance@ogdcl.com

SCHEDULE OF REQUIREMENT.

Web Tender No. TE/ TOC-ADMIN/008/2024 dated 10/02/2024

OGDCL Field: <u>Tando Alam Oil Complex (Pasakhi Field)</u>			
Fuel Source: <u>Natural Gas (Pressure 50~60PSI)</u>			
Genset Requirement: <u>450-500KVA, 400V/50Hz</u>			
Genset Specifications: (Complete specifications to be provided on separate sheet, Including Engine Make Model No. Manufacturing Year, Running Hours, Overhauling Record etc.)			
Sr.	Description	UOM	Rent of Generator set Per month (PKR)
01	Supply of 01No Rental Gas Generator Rated Capacity 450-500 KVA, 3Phase 400volts, 50 Hz, 0.8Pf Prime/continuous duty, equipped with standard genset control panel for stand-alone safe operation, For period of 04~05Months.	Month	
Note: The prices should be inclusive of all applicable taxes, duties, levies, charges, mobilization & demobilization charges etc.			



TENDER DOCUMENT

TENDER INQUIRY NO

TE/TOC/ADMIN-008/2024 DATED: 10/02/2024

**SUPPLY OF 01NO RENTAL GAS GENERATOR RATED CAPACITY 450-500 KVA, 3PHASE 400VOLTS, 50 HZ, 0.8PF
PRIME/CONTINUOUS DUTY, EQUIPPED WITH
STANDARD GENSET CONTROL PANEL FOR STAND-ALONE SAFE OPERATION**

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

OIL & GAS DEVELOPMENT COMPANY LIMITED

ISSUING DATE: 10-02-2024

BID SUBMISSION DATE:

OGDCL SALES TAX REGISTRATION

NO. 07-02-2802-001-55

INVITATION FOR BIDS

BIDDING DOCUMENT

TE/TOC/ADMIN-008/2024 DATED: 10/02/2024

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ANNEXURE:

The Tender Document comprises of the following Annexures.

SR #	SUBJECT	ANNEXURE
1	SCHEDULE OF REQUIREMENT	A
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14	BLACK LISTING PROCEDURE	APPENDIX-I

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

NO: - TE/TOC/ADMIN-008/2024

Dated: 10/02/2024

SUBJECT: Supply Of 2X Variable Frequency Drive (VFD) with Enclosure, Accessories & Installation for 110KW Three Phase Induction Motor Coupled with Multistage Centrifugal Pump At Tando Alam Oil Complex

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

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

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

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

1. INSTRUCTIONS TO BIDDERS:

- 1.1. The bidder(s) shall bear all cost associated with the preparation and delivery of their bids, and the Purchaser will in no case be responsible or liable for those costs.
- 1.2. In case of any doubt as to the meaning of any portion of the Specifications or other Term and Conditions, bidder(s) may seek clarification of the same in writing, but not than two weeks prior to deadline for submission of bid(s) prescribed by the Purchaser.
- 1.3. At any time prior to the deadline for submission of bids, a modification in bidding document in the form of an addendum can be issued in response to a clarification requested by a respective bidder(s) or even whenever the Purchaser considers it beneficial to issue such a clarification and/or amendment to all bidder(s). The clarification/amendment issued (in general) shall be placed on the OGDCL web site for the intimation to all the prospective bidder(s).
- 1.4. The bidder(s) at their own expense, may visit OGDCL site for any clarification(s). Bidder(s) have to obtain prior permission of field management to visit OGDCL premises.
- 1.4 Bidders are required to submit their Bid, which will bear words "**CONFIDENTIAL**" and **Tender # NO**

TE/TOC/ADMIN-008/2024 DATED: 10/02/2024

"Supply of 01No Rental Gas Generator rated capacity 450-500 KVA, 3Phase 400volts, 50 Hz, 0.8Pf Prime/continuous duty, equipped with standard genset control panel for stand-alone safe operation At TANDO ALAM OIL COMPLEX"

- 1.5 The Purchaser does not take any responsibility for collecting the Bids from any Agency.
- 1.6 The Purchaser reserves the right to increase or decrease the quantities or may cancel any or all items shown in the Schedule of Requirement, without assigning any reason thereof.
- 1.7 The Purchaser Reserve the right to have the items inspected by its own representative, or by 3rd party at its own cost (if required).
- 1.8 It must be indicated in the offer that the quotation fully conforms to Technical Specifications and Terms and Conditions of the Tender.
- 1.9 The Purchaser reserves the right to accept or reject any Bid and to annul the bidding process and reject all the Bids at any time prior to award of Purchase Order without assigning any reason and without thereby incurring any liability to the affected bidder(s) or any obligation there under.
- 1.10 Unsolicited advice/clarifications and personal approaches by the Bidder at any stage of evaluation are strictly prohibited and shall lead to disqualification.
- 1.11 In the event that the Bidder submits an alternative Bid(s) whether in whole or against any of the items, a group or sub-group in addition to its Main Bid, the Bids must be marked as "Main Bid" and "Alternative Bid". Alternative bid(s) which do not conform to the specifications, but meet the performance prescribed in, or the objectives of, the specifications may be submitted. However, only the Alternative Bid of the Bidder whose Main Bid is the lowest evaluated bid will be considered.
- 1.12 A Bidder, who wishes to have its Alternative Bid(s) considered on an equal basis with all other (Main) Bids, must submit a Bid Bond for each Alternative Bids, an Alternative Bid must be submitted in a sealed envelope clearly marked "Alternative Bid", separate from the Main Bid.
- 1.13 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to Bidding Documents in every respect will result in the rejection of the Bid.
- 1.14 All prospective bidders are advised to read carefully all terms & conditions enunciated in the Tender Documents prior to filling / submission of their quotation.
- 1.15 Black listing procedure of the Company is attached as Appendix-1. The bidders, contractors, suppliers, agents, consultants, partnership or firms shall be dealt accordingly.
- 1.16. Bank Guarantees as Bid Security/Bid Bond/Earnest Money/Performance Bond/Advance Payment must be submitted in accordance with the format of the Tender Document. Extension in any of these guarantees (if required), must be submitted in original 15 days before the expiry date, otherwise, OGDCL may proceed for encashment.
- 1.17. Bid Bond/Bid Security/Earnest Money/Performance Bond in shape of Pay Orders/Cash Deposit Receipt/ Demand Draft issued by a Pakistani Scheduled Bank (listed or not listed at Pakistan Stock Exchange) or a branch of foreign bank operating in Pakistan is acceptable. However, Bid Bond/Bid Security/Earnest Money/Performance Bond/ Advance Payment in shape of Bank Guarantees will not be acceptable

with the banks whose market price per share is quoted below the Par Value at Stock Exchange. Crossed Cheque/Insurance Guarantee/Swift Message will also be not accepted.

2. BID PRICES:

- 2.1. Firm Bid Prices must be quoted as per format of schedule of requirement (SOR).
- 2.2. Bidding form Annexure-B & C must also be duly filled-in, stamped and signed by authorized representative of Bidder.
- 2.3. Prices must be quoted in Pakistani currency inclusive of all taxes and duties, indicating unit price and total Bid prices. GST must be quoted separately along with copy of GST Certificate. Bids offering prices in foreign currency will be rejected. Conditional bid / bid having any prices adjustment formula will also be rejected.
- 2.4. Prices must be quoted including all charges like handling, loading, transportation and un-loading, Octroi and Zila Tax etc. for delivery of material at Purchaser's stores located at **TANDO ALAM OIL COMPLEX, HYDERABAD**
- 2.5. Quoted price shall be valid for 120 days from the opening date of the Financial Bid.
- 2.6. Technical brochure/literature confirming Size, Brand & Country of Origin of quoted items/material must be attached with the Technical Bid (where deemed necessary).
- 2.7. Any quotation not conforming to Clause 2.1 to 2.6 shall be rejected without any right of appeal.

3. BID SECURITY/ BID BOND

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

4. SEALING AND MARKING OF BIDS:

- 4.1. The Bidder shall furnish Technical & Financial bids in two separate sealed envelopes.
- 4.2. Technical Bids will be opened first.
- 4.3. Only Financial Bid of Technically responsive bidders will be opened publicly. Financial Bids of technically non-responsive bidders will be returned after award of Local Purchase Order to successful bidder(s).
- 4.4. The bid shall be submitted in a sealed envelopes marked as under:-

FIELD MANAGER
TANDO ALAM OIL COMPLEX-OGDCL
DISST: HYDERABAD
C/O TCS Main Office Hyderabad
OFFICE LOCATION: NEAR TANDO ALAM MARI, TANDO FAZAL ROAD, HYDERABAD-SINDH
- 4.5. The envelopes shall also bear the word "**CONFIDENTIAL**" and following identifications:-
TE/TOC/ADMIN-004/2023 DATED 29/11/2023

"Supply of 01No Rental Gas Generator rated capacity 450-500 KVA, 3Phase 400volts, 50 Hz, 0.8Pf Prime/continuous duty, equipped with standard genset control panel for stand-alone safe operation At TANDO ALAM OIL COMPLEX"

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

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

5. DEADLINE FOR SUBMISSION OF BIDS:

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

6. LATE BIDS:

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

7. BID OPENING:

7.1. OGDCL will open the Technical/Financial Bid(s), in the presence of bidder's representative(s) who may choose to attend on date , time & location mentioned above.

7.2. The bidder's names, bid prices (with or without discount) including bid price modification and bid withdrawals, if any, and the submission of requisite Earnest Money will be announced at the time of Financial bid opening.

7.3 OGDCL will examine the bids to determine whether they are complete, no computational errors have been made, the required sureties have been furnished, documents have been properly signed, and the bids are generally in order.

7.4 Arithmetical errors found will be corrected as follows:

7.4.1 Where there is a discrepancy between amount in figures and word, the amount in word will prevail.

7.4.2. Where there is a discrepancy between the unit price and the total amount derive from the multiplication of the unit price and the quantity, the unit price as quoted will govern, unless there is an obvious gross arithmetical error in unit price, in which event, the extended amount quoted would prevail.

7.4.3. In case the due date of bids opening falls on a holiday, the bids shall be opened on the next working day.

8. DETERMINATION OF RESPONSIVENESS:

8.1. After opening of the bids, the purchaser will determine whether each bid is substantially responsive to the requirements of the bidding documents.

8.2. For the purpose of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviation. A material deviation is one which means in-consistent with the bidding document, affects in any substantial way the scope, quality or prescribed delivery schedule or which limits in any substantial way, the purchaser's right or the bidder's obligation under the contract.

8.3. A bid determined to be a non-responsive will be rejected by the purchaser and shall not subsequently be made responsive by the bidder by correction of the non-conformity.

8.4. The purchaser may waive any minor deviation non-conformity or irregularity in a bid, which does not constitute a material deviation, provided that the waiver does not prejudice or affect the relative standing order of other bidder(s).

8.5. To assist in determining a bid's responsiveness the bidder may be asked for a clarification of his bid. The bidder is not permitted, however, to change bid price or substance of his bid.

9. ISSUANCE OF LOCAL PURCHASE ORDER (LPO):

9.1. The purchaser will issue the local purchase order to the successful bidder whose bid is determined to be technically responsive and financially lowest evaluated.

9.2. General Terms & Conditions of LPO are available at Annexure-G.

10. PAYMENT:

Payment will be made after delivery of material at OGDCL site, inspection & acceptance by OGDCL and after furnishing required documents mentioned in Clause No.6(b) of General Terms & Conditions of Annexure G of LPO.

11. DELIVERY SCHEDULE:

11.1 "Supply of 01No Rental Gas Generator rated capacity 450-500 KVA, 3Phase 400volts, 50 Hz, 0.8Pf Prime/continuous duty, equipped with standard genset control panel for stand-alone safe operation" against this tender is to be completed **WITHIN 07 (Eight) DAYS** from the date of receipt of firm purchase/ work order.

12. EXTENSION IN THE DELIVERY / COMPLETION PERIOD:

12.1. Providing of the services shall be made by the supplier in accordance with the given delivery schedule in purchase order.

12.2. The supplier may claim extension of the time limits as set forth in the purchase order in case of:-

12.2.1. Changes in Scope of Work or in the specifications of goods, material & equipment by the OGDCL.

12.2.2. Delay in provision of clarifications regarding material, drawings and services by the OGDCL

12.2.3. Force Majeure pursuant to clause 14.

12.3. Justified reasons subject to a written request high-lighting the same within a period of seven working days prior to expiry of delivery period mentioned in Purchase Order.

12.4. It should be noted that a request for extension in delivery/ completion period shall be considered only if the supplier/ contactor agrees in writing to pay any increase in taxes or any other charges levied by the government during the extended delivery period. OGDCL shall not bear any additional price increase during the extended period.

12.5. In case of extension in delivery period, the supplier/ contractor will extend validity of Performance Bond accordingly at his cost.

12.6. If the supplier/ contractor fails to supply/ complete the ordered services for any reason, within stipulated time, his Performance Bond with the purchaser shall be forfeited and material shall be purchased from elsewhere at his risk and cost.

13. LIQUIDATED DAMAGES:

13.1. Subject to clause 15 of Tender Document, If the supplier/contractor fails to deliver any or all of the goods/services within the time period(s) specified in the LPO/Contract, the Purchaser shall, without prejudice to other remedies under the LPO/ Contract, deduct from the contract price / Bank Guarantee as liquidated damages, a sum not more than 0.5% of the LPO/contract price per week or part thereof for first four weeks 1.00% per week for next four weeks and 1.5% per week exceeding four weeks upto maximum extent of 10% of the LPO/contract value

14. FORCE MAJEURE:

14.1. The supplier shall not be liable for penalty for delay in delivery of ordered goods, if, and to the extent delay in delivery or other failure to perform his obligation under the purchase order, of being the result of occurrence of Force Majeure i.e. causes such as natural calamities, war, civil disturbance, military action, fire as well as other circumstance proved to the satisfaction of the purchaser to be beyond the reasonable control of the supplier, which may impede the fulfillment of the obligations under the purchase order.

14.2. The supplier shall notify the purchaser promptly of the occurrence of Force Majeure and submit his case in writing within 07 days of such occurrence.

14.3. If any of the party is prevented to fulfill its assumed obligations by Force Majeure of constant duration of at least one month, the party shall meet for negotiation. If no satisfactory agreement is reached within a period of two months from the commencement of the Force Majeure conditions, either party shall have the right to cancel the purchase order with immediate effect.

15. INSPECTION AND TEST:

15.1. The OGDCL's representative(s) shall have the right to inspect and/or test the goods to confirm their conformity with respect to specifications mentioned in the Purchase Order. The representative of Field Manager Tando Alam Oil Complex will witness the inspection (where so required).

15.2. Should any inspected or tested goods fail to conform to the specifications the purchaser shall reject them and supplier shall replace the rejected goods. All costs incurred on such replacement shall be entirely born by the supplier.

15.3. Rejected material/ work shall be moved/ replaced by the supplier within 07 days from the receipt of letter/fax issued by the Field Manager Tando Alam Oil Complex. The supplier shall be liable for the storage charges @ ½% (half percent) of the cost of rejected material on every day basis, if the same is not removed within seven days.

15.4. Acceptance/rejection of the material by 3rd party will be final and binding on both the parties.

16. WARRANTY:

16.1. The supplier/ contractor shall warrant that all supplied material/ Services under purchase order shall be according to specifications given in Purchase Order and approved drawings/design etc. Any deviation in material, drawing/design (where applicable) will be replaced by the Supplier/ Contractor at his cost.

16.2. OGDCL shall promptly notify the supplier in writing, of any claims arising under this warranty.

16.3. The supplier/ contractor will invariably provide warranty/guarantees

17. QUALIFICATION OF SELECTED BIDDERS:

17.1. OGDCL will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated, technically responsive bid qualifies to satisfactorily perform the order.

17.2. The determination will take into account the bidders financial, technical & production capabilities, availability of items ordered for. The bidder shall provide necessary documents as proof along with the bid.

17.3. Any affirmative determination will be a pre-requisite for award of the purchase order to the bidder. A negative determination will result in rejection of the bid.

17.4. OGDCL reserves the right at the time of award of order to increase or decrease to a reasonable extent in the quantity of goods specified in the Tender Document without any change in price or other terms and conditions.

18. You are encouraged to inform Managing Director & Head of Department on the following addresses/contacts, in case where any OGDCL employee ask for any type of favor whether monetary or in kind:-

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

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

Mailing Address:

Field Manager/ Incharge (Mechanical Maintenance)

TANDO ALAM OIL COMPLEX (OGDCL)

C/O MAIN TCS OFFICE, HYDERABAD SINDH

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

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

Phone: 022-2722240 (I/C Mechanical Maintenance), Email: tocmaintenance@ogdcl.com

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.
- 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. Technical bids will be evaluated adhering to 'bidder evaluation criteria' section 12 of Annex-A-1
- E. Bidder to submit genset specification sheet, overhauling record and availability of genset as part of technical bid.
- F. Sealed financial bids of technically non-responsive bidders will be returned un-opened.
- G. OGDCL reserves the right to reject any or all the bids and not bound to justify the reason.
- H. Financial Evaluation will be done on lump sum monthly rent basis.
- I. Quoted price must be firm, inclusive of all type of national & provincial taxes, duties, levies, charges etc.
- J. Any other fixed cost (Mob/De-mob, installation, commissioning etc) will not be entertained separately. OGDCL will pay monthly rent only. Bidder to quote accordingly.
- K. Prices should be firm without any adjusting formula.
- L. Bid price must be valid for 120Days.
- M. OGDCL reserves the right to evaluate the bid(s) either item-wise or full package basis without assigning any reason to quote competitive prices for all or any items enabling company to decide purchase.
- N. Bidders, at their own expense, may visit OGDCL site for any clarification required before bid submission. However, prior permission has to be obtained from field management for site visit.
- O. The maximum delivery time for supply of genset is 07 (Seven) Days from the date of receipt of firm service order.

BIDDING FORM (TECHNICAL BID)

**Supply Of Rental Gas Generator Rated Capacity 450-500 Kva, 3phase 400volts, 50 Hz, 0.8pf
Prime/Continuous Duty, Equipped With Standard Genset Control Panel For Stand-Alone Safe
Operation**

Web Tender No. TE/ TOC-ADMIN/008/2024 dated 10/02/2024

**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 SST, 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 Of Rental Gas Generator Rated Capacity 450-500 Kva, 3phase 400volts, 50 Hz, 0.8pf
Prime/Continuous Duty, Equipped With Standard Genset Control Panel For Stand-Alone Safe Operation
Web Tender No. TE/ TOC-ADMIN/008/2024 dated 10/02/2024**

**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 SST) 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 Of Rental Gas Generator Rated Capacity 450-500 Kva, 3phase 400volts, 50 Hz, 0.8pf Prime/Continuous Duty,

Equipped With Standard Genset Control Panel For Stand-Alone Safe Operation

Web Tender No. TE/ TOC-ADMIN/008/2024 dated 10/02/2024

- 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. SST 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 Of Rental Gas Generator Rated Capacity 450-500 Kva, 3phase 400volts, 50 Hz, 0.8pf Prime/Continuous Duty.

Equipped With Standard Genset Control Panel For Stand-Alone Safe Operation

Web Tender No. TE/ TOC-ADMIN/008/2024 dated 10/02/2024

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 SST)

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

6. SST 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 120 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, Disstt. 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/ADMIN-008/2024
M/s _____,

_____.

ISSUED ON : _____

SUBJECT **LOCAL PURCHASE ORDER.**

Dear Sir,

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

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

A/C CODE: _____

INDENT No. _____ DT. _____
FOR: (LOCATION _____) DEPARTMENT _____

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

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.

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

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 (SST)	Vendor -
x. Completion Certificate duly signed & stamped (where applicable)	- I/c Store
xi. Copy of valid Tax Exemption Certificate (if any)	Vendor -

Note: No payment will be processed in the absence of above mentioned documents. Vendors are advised to submit complete documents mentioned above to avoid delay in processing of the payment.

7. You are encouraged to inform the M.D. and Head of Department(s) on the following addresses/contacts, in case where any OGDCL employee asks for any type of favour whether monetary or in kind:

DESIGNATION	ADDRESS	TEL #	FAX #	E. MAIL
MANAGING DIRECTOR	OGDCL HOUSE, JINNAH AVENUE, ISLAMABAD	051-9209701	051-9209708	
FIELD MANAGER	TANDO ALAM OIL COMPLEX	022-2722232	022-2722295	toc@ogdcl.com

8. **GOVERNING LAW:** This Local Purchase Order and any matter relating thereto shall be governed by the laws of Pakistan.
9. **WARRANTIES:** Supplier/Seller warrants that all goods, material, equipment or services furnished hereinabove will conform strictly to the Purchaser's specifications.
10. **TITLE:** Supplier/seller warrants that the goods, material, equipment shall be delivered free from any and all security interests, liens, encumbrances and claims of any nature.
11. **COMPLIANCE WITH LAWS:** Supplier/seller agrees to indemnify the Purchase for any loss, damage or cost suffered by the Purchaser as a consequence of the Supplier/seller's failure, deliberate or otherwise, to comply with any applicable laws, rules, regulations or orders/directives of any public sector entity and/or Government.
12. **ARBITRATION:** Any dispute, difference or question arising out of or in respect of this Purchase Order shall be settled by arbitration in accordance with the Arbitration Act, 1940.
13. **ACKNOWLEDGEMENT:** Please acknowledge receipt of this order within 03 days otherwise acceptance of all contents of LPO will be assumed.

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
CERTIFICATE

Submitted to OGDCL with the reference to Purchase Order No. _____ hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privileges or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any corrupt business practice.

Without limiting the generality of the foregoing, the Seller/ Supplier represents and warrants that it has fully declared the brokerage, commission, fees etc., paid or payable to anyone and not given or agreed to give and shall not be given or agree to give to anyone within or outside Pakistan either directly or indirectly through any national or juridical person, including its affiliate, agent, associate, broker, consultant, briber, finder's fee or kickback, whether described as consultant fee or otherwise, with the object of obtaining or including the procurement of a contract right, interest, privilege or other obligation or benefit in whatsoever form from GOP except that privilege or other obligation or benefit in whatsoever form from GOP except that which has been expressly declared pursuant hereto.

The Seller/Supplier certifies that it has made and will make full disclosure of all agreement and arrangements with all persons in respect of or related to the transaction with GOP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

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

For & On Behalf of Seller/ Supplier

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

Integrity and Ethics Undertaking

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

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

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

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

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

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

Integrity and Ethics Undertaking

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

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

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

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

For and on behalf of _____
Tender No. _____

Form 4

Mandatory for participation in Bidding Process

AFFIDAVIT

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

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

TERMS OF REFERENCE**1. General Introduction**

OGDCL intends to hire the services of an experienced and well reputed contractor for provision and operation of continuous duty (prime running) gas genset of capacity 450-500 kva,3 phase,400 volt,50Hz for its field Tando Alam Oil Complex(Pasakhi Satellite) situated near Tando Jam, Sindh Pakistan, on rental basis.

The contractor will be responsible for providing smooth, continuous and un-interrupted power supply round the clock to the OGDCL Location (Pasakhi Satellite). Only space, Fuel GAS & raw water for generator operation will be provided by OGDCL. All other requirements for gas genset operation, like Lube Oil, filters, batteries & battery electrolyte, radiator/cooling tower coolant etc and/or any other requirement(s) are to be fulfilled by the contractor himself.

2. Contract Period

2.1. The rental contract will be for a period of 04~05 Months from the date of startup for power supply and further extendable with mutual consent.

2.2. OGDCL reserve the right to increase or decrease the number of days with same rates and terms and condition.

2.3. OGDCL reserves the right to terminate the contract on 15 days advance notice at any time without assigning any reason even prior to the agreed contract period.

3. Contractors Responsibility & Scope of Supply

3.1. The contractor has to supply gas generator for continuous operation (24x7) at mentioned location.

3.2. The genset being offered in technical bid shall be readily available for delivery in case the contractor becomes successful in the bidding process.

3.3. The supplied generator package should be brand new or recently overhauled and in good working condition to give satisfactory performance.

3.4. The supplied generator package should be capable of operating in open environment.

3.5. The contractor(s) quoting the generator package equipped with skid mounted closed circuit radiator assembly will be given preference over those quoting the genset with cooling tower.

3.6. The supplied generator package should be equipped with state of the art genset control panel with visible display of all operating parameters, fault warnings and controls. All the safeties should be operative.

3.7. The OEM name plate of the Engine and Alternator should be mounted on the each equipment. This must be clearly visible & readable.

3.8. The generator set without name plates shall not be accepted.

3.9. Contractor to provide last top/major overhauling record of quoted generator set in technical bid.

3.10. Major overhauling should not become due within contract period.

3.11. The successful contractor shall maintain its generator in each and every respect before shifting to OGDCL site.

3.12. OGDCL reserves the right to visit the contractor site for inspection of generator prior to shifting of generator at site.

3.13. The successful contractor is responsible for mobilization demobilization of its genset. All lifting arrangements, Lifting Arms / Slings /Shackles etc are in contractor scope. OGDCL will provide crane only to facilitate loading/unloading.

3.14. It is contractor's own responsibility to ensure safe loading/unloading of its genset at site.

3.15. The successful contractor will be responsible for earthing of its generator from two different points. Earhpits will be made available by OGDCL. Contractor has to connect earth cables.

3.16. The successful contractor shall be fully responsible for operation, servicing, routine/scheduled, breakdown maintenance and troubleshooting jobs of the supplied generator during contract period.

3.17. The successful contractor will be responsible to arrange all types of tools, accessories & spares (Lube Oil, filters, batteries & battery electrolyte, radiator/cooling tower coolants) or any other requirements mandatory to accomplish the routine checkups, service and maintenance jobs.

- 3.18. The contractor will be responsible for regular filling of log sheet/book for generators. The log sheet/book must be signed by location Incharge or I/C Maintenance of the respective field/location in-charge fortnightly.
- 3.19. Filling of daily, weekly, monthly, maintenance preforms and keeping their records will also be the responsibility of the contractor. The contractor will be responsible to arrange all type of stationary required.
- 3.20. The contractor will assure the presence of workshop manual, maintenance manual, maintenance and performance reports and other necessary data at site.

4. Contractor's Crew

- 4.1. The successful contractor will provide 24x7 operation staff (minimum 02 persons) at site.
- 4.2. The successful contractor will be responsible for providing maintenance staff for all type of routine/scheduled, breakdown maintenance and troubleshooting jobs.
- 4.3. The operators and maintenance staff shall be qualified, skilled & experienced having sound knowledge of operation and maintenance of such type of gensets.
- 4.4. The successful contractor will submit to location in-charge the credentials of identity, qualifications and experience of its staff deployed at site.
- 4.5. Contractor is responsible to provide all required PPE'S to his operational & maintenance staff.
- 4.6. OGDCL would have the right to interview, accept or reject any crew member appointed for this period at any stage.
- 4.7. The contractor has to replace any or all of its crew members/operators whose performance is found unsatisfactory or involved in any illegal activities.
- 4.8. The contractor is responsible to arrange alternative crew member in case of absence of any crew member due to sickness, leave, domestic or any other reason.

5. OGDCL Responsibility & Scope

- 5.1. Only hard standing foundation would be made available at site. All other requirements will be fulfilled by the contractor.
- 5.2. Fuel gas (Natural Gas) supply line would be provided up to the hard standing by OGDCL. The contractor has to make arrangements for making connections with the fuel supply line. Installation of Gas Regulator (if required) will also be on part of the contractor.
- 5.3. The 4core power cable from hard standing foundation to OGDCL power take-off panel /control room is available. The contractor has to make arrangements for making connections with its genset.
- 5.4. Nothing except natural gas having pressure upto 50-60 psig (100 psi max) & bore (raw) water will be provided by OGDCL for operation of the generator.
- 5.5. OGDCL will only provide accommodation to the contractor's crew for a maximum of two persons at site with 12 hours shift. All other expenses of contractor's crew including meals will be on the part of contractor.
- 5.6. OGDCL will not be responsible in any case for any damage occurred to the generator due to any reason during unloading / loading / commissioning/load test / operation of gas generator.

6. Delivery Time.

- 6.1. The delivery period for supply of generator to OGDCL site is 07 calendar days (at maximum) from the issuance of service order.
- 6.2. If the contractor fails to deliver any or all of the goods/services within the time periods(s) specified in the Contract, LD will be imposed as per tender document section 13.
- 6.3. 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/LC and forfeit the Guarantee (if applicable) after intimating the supplier for such cancellation/forfeiture.

7. Installation & Commissioning.

- 7.1. The installation & commissioning of genset at site is contractor's sole responsibility.
- 7.2. The installation and commissioning activities time line is 03 calendar days after the generator reaches at site.
- 7.3. The successful contractor will have to verify functionality of genset safeties before putting the genset in operation.

7.4. The successful contractor will have to make 90% load test of supplied generator at site during commissioning with load bank. All arrangements/requirements for load bank are in contractor's scope with no cost to OGDCL.

8. Operation of Gas Genset

- 8.1. Contractor is fully responsible to provide continuous power supply (24x7 days of week) during the entire contract period.
- 8.2. Rent charges will be started from the time of satisfactory startup for power supply. Rental charges will be paid only for the period of satisfactory power supply on monthly basis.
- 8.3. Contractor has inform field in-charge before taking shutdown for routine /scheduled maintenance job.
- 8.4. In case of any power failure/stoppage/ tripping of genset, the contractor will immediately troubleshoot / rectify the problem to resume power supply.
- 8.5. Deduction of payment against power shutdown / tripping of generator will be made on accumulative shutdown hours per month.
- 8.6. In case of failure or stoppage of generator due to any reason, if the power shutdown prolongs, following penalties will be imposed.

b	Continuous stoppage for more than 48 hrs.	To replace the generator set with deduction of payment for shutdown period.
c	Failure to replace /repaire genset within 48hours	The contract shall be cancelled without any claim.

8.7. If frequent shutdown/malfunctioning of the generators is experienced, OGDCL will have the right to terminate the contract without any notice.

9. Progress Reports.

The contractor shall prepare and submit to the company a weekly report detailing all actions that have occurred in the preceding week with details of total operation hours, total downtime, and maintenance jobs and planned maintenance for the next week. The report would be submitted by Monday of each week with signatures of both the location in-charge/field maintenance engineers and field manager.

10. End of Contract

- 10.1. OGDCL reserves the right to call off the contract as per draft contract section # 18 "Termination".
- 10.2. After termination of contract, contractor is responsible to uninstall generators and demobilize them from the OGDCL site within 10 calendar days after which the contractor will be liable to pay demurrages charges @ 2 % of the monthly rent rates on each day delay which will be deducted from final invoice/performance guarantee.

11. Company/Bidder Qualifying Criteria.

- 11.1. The contractors who intend to participate must provide documentary proof for at least 05 years of generators installation & operation experience. Further the contractor should submit a list of projects of similar nature carried out by him with brief scope of work along the technical portion of the bid for similar generators.
- 11.2. The company is to provide the following mandatory data for evaluation/qualification:
 - 11.2.1. Certified Copy of valid NTN/GST certificates.
 - 11.2.2. Professional Tax Certificate(valid)
 - 11.2.3. Company profile.
 - 11.2.4. Comprehensive list of rental gas generators available
 - 11.2.5. HSEQ policy of the company.
 - 11.2.6. List of previous contract for Operation & Maintenance of generators with OGDCL and/or other E&P companies operating in Pakistan during last 05 years. Bidder to provide contract copies in this regard.

11.2.7. Performance Certificates (at least 3) from respective companies for current & previous rental contracts.

11.2.8. In case of joint venture, copy of contract should be provided in technical bid.

12. Bidder Evaluation Criteria.

Prospective bidder's shall be evaluated on the following Qualitative Evaluation criteria and the qualifying marks are 50.

Sr. #	OGDCL Requirement	Total Nos.	Marks Obtained
1.	Is Quoted Generator is readily available? a-YES b-No	05 00	
2.	Is Genset Specification Sheet giving Engine Make, Model, Manufacturing Year, Running Hours, Overhauling Record submitted? a-YES b-No	05 00	
3.	Will Major overhauling of quoted genset become due within contract period? a-YES b-No	00 05	
4.	Condition of Genset a- Upto 01 yr. old OR upto 5000 R/Hrs b- Upto 02 yrs. Old with TopEnd Done c- Upto 05 yrs. Old with Top/Major d-Upto 15 yrs. Old with Top/Major e-More than 15 yrs old with top/Major	25 20 15 10 05	
5.	Is Quoted Genset equipped with Skid mounted Radiator or evaporative cooling Tower? a-Skid Mounted Radiator b-Evaporative Cooling Tower	10 05	
6.	Fleet of Rental Gas Gensets a-More than 05 Gen sets b- 3-5 Gen sets c- 02 Gen sets d-01 Genset	15 10 05 00	
7.	Experience of Providing Rental Genset Services a-More than 10 Years b- Equal to 05Years c- Less than 05 Years	10 05 00	
8.	Copies of contract with OGDCL/other companies a- More than 05 copies b- 4-5 copies c- Less than 04 copies	15 10 05	

9.	Valid NTN/ sales tax registration along with certificate (both) YES No	05 00	
10.	100% compliance of OGDCL TOR as per Annexure "A" without any deviation. YES No	05 00	
	Total Marks	100	

Note:

Bid shall be considered Non-Responsive if the bidder acquires zero marks in any one of the above points of bidder evaluation criteria (Point # 1 to 10).

13. FUEL GAS COMPOSITION OF THE FIELD IS AS UNDER, (TANDO OIL COMPLEX).

Components	Mole %
METHANE	73.989
ETHANE	11.804
PROPANE	4.555
ISO-BUTANE	0.583
N-BUTANE	0.649
ISO-PENTANE	0.094
N-PENTANE	0.076
HEXANE+	0.442
CARBON DIOXIDE	1.516
NITROGEN	6.292
GROSS IDEAL HEAT VALUE	1141
CV BTU/CF DRY	1146
CV BTU/CF SATURATED	1126
RELATIVE DENSITY	0.7293

Note: The values may vary $\pm 10\%$ of the above mentioned components. Bidder is requested to Consider this while quoting Rental Gas Gensets.