



OIL & GAS DEVELOPMENT COMPANY LIMITED
DRILLING FLUID DEPARTMENT
HEAD OFFICE, ISLAMABAD

**APPLICATION FORM FOR PRE-QUALIFICATION/ ENLISTMENT OF TRANSPORT
CONTRACTORS/ COMPANIES FOR SHIFTING OF MATERIAL**

01.	Name of Firm/ Company	
02.	Complete Address of Head Office & Branch offices	
03.	Telephone Nos & name of Contact persons: Office: Fax No: E-Mail Address:	
04.	No. of offices in Pakistan with Phone No., Fax No., E-mail & complete address (attach separate sheet).	
05.	Confirm your Firm/ Company is Sole Proprietary, Partnership or Company with Limited liability and attach attested copy of Registered Partnership Deed/ Memorandum/ Article of Association etc. whichever is applicable.	
06.	Confirm date of commencement of business and attach attested copy of Registration Certificate in case of Sole Proprietary or a Partnership firm.	
07.	Confirm names, addresses & telephone numbers of Proprietors/ Partners/ Directors of your company/ firm (attach separate sheet).	
08.	Record of material shifting across Pakistan along with contact details including complete name, addresses phone no. and e-mails of concerned person of the client.	
09.	Submission of Bid Bond amounting PKR 700,000/= (Pak Rupees Seven Hundred Thousand only)	



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10.	Is your firm/company registered with any Government/Semi-Government Organization/E&P Company or with any other department of OGDCL? If so, state their name/ address & attached attested copies of the registration.	
11.	State separately the amount of business conducted during last calendar year with each department as mentioned in Sr. No. 10.	
12.	Confirm your willingness to allow verification of your performance and facts from references given by you at Sr. No. 08.	
13.	Confirm present financial position through last 03 years Audited Reports.	
14.	Bank credit worthiness certificate in original.	
15.	Is your organization registered with Income Tax Department? If so, attach attested copies of assessment of last three years, along with NTN/ GST certificates. Note: Registration with Provincial Sales Tax/ ICT Tax authorities for Tax on Services is mandatory.	
16.	Confirm name of person & designation with Telephone No, Cell No. and Fax No authorized to sign correspondence/documents and tenders. a) Specimen Signature of the authorized person _____	
17.	Confirm that if OGDCL intends to visit transporter's site at any time, then a committee or Rep. of OGDCL will be allowed to visit the contractor's site to check the vehicles and verification of other information provided in/along with the application.	
18.	Confirm that only those vehicles having valid fitness certificate will be deputed for OGDCL material shifting assignment.	



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19.	Confirm that only those drivers having valid driving license will be deputed for OGDCL material shifting assignment.	
20.	Submit an affidavit along with the application to the effect that your transporter firm is not black-listed by any other Organization.	
21.	Submit an affidavit to ensure un-interrupted supply of 300 M.Ton of Barite to OGDCL Center / South Region location & 500 M.Ton of Barite to OGDCL North Region location as per clause –xi of draft contract.	
22.	Submit an affidavit to participate in financial bidding when declared as pre-qualified transporter by OGDCL.	
23.	Submit an affidavit to provide following vehicles for OGDCL requirement. (a) 10 Flat Bed Trailers (Minimum) (b) 10 Trucks (Minimum)	
24.	In case, any of above information, is found incorrect, the contract awarded and the registration of the firm shall be treated as cancelled at any time, without assigning any reason and forfeiture of the Bid Bond / Performance Guarantee and firm will be black listed.	

Signature with Name,
Designation & Official Seal of
the Company/Firm

Witness:

1. _____

Name:
CNIC #:

2. _____

Name:
CNIC #:



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EVALUATION CRITERIA

Sr. No.	Description	Minimum Requirement	Marks Distribution	
01.	Minimum Experience as Registered Transport Company	05 Years	Less than 05 years Experience	Zero Marks
			5-7 years Experience	10 Marks
			More than 07 Years Experience	15 Marks
02.	Minimum Turnover in last 03 financial years	PKR 20 Million (Minimum) per year	Turnover Less than 20 Million per year	Zero Marks
			Turnover 20-25 Million per year	10 Marks
			Turnover More 25 Million per year	15 Marks
03.	The Transport companies already providing Logistic facilities for Rig / Material shifting to OGDCL (If yes than copies of last 12 months invoices be provided)	Yes / No	If no Services provided to OGDCL	Zero Marks
			If Services provided to OGDCL than Invoices less than PKR 10 Million	10 Marks
			Invoices more than PKR 10-20 Million	15 Marks
			Invoices more than PKR 20 Million	20 Marks
04.	Previous record of Material shifting with clients of Oil & Gas industry other than OGDCL	Yes / No	No Services provided to Oil & Gas industry	Zero Marks
			Services provided to less than 03 clients	05 Marks
			Services provided to 03 and above clients	10 Marks
05.	Provide copies of Valid Fitness Certificate of vehicles (½ mark for each certificate for Trailer and Truck)	(a) Flat Bed Trailers -10 No. (Minimum) (b) Trucks -10 No.(Minimum)	Less than 20 Certificates	Zero Marks
			20 Certificates	10 Marks
			More than 20 Certificates	11-20 Marks



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06.	Provide copies of valid Driving License of personnel (½ mark for each Driving License)	20 No. (Minimum)	Less than 20 Licenses 20 Licenses More than 20 Licenses	Zero Marks 10 Marks 11-20 Marks
07.	Bid Bond amounting PKR 700,000/= (Pak Rs. Seven Hundred Thousand only) must be submitted along with Bid		Mandatory Requirements	
08.	Registration with Income/ Sales Tax	NTN/ GST Certificates is required.		
09.	Income Tax Returns	Last 03 Years Income Tax Returns are required.		
10.	An Affidavit is required from the transport company to ensure supply of 300 M.Ton Mud Chemical to OGDCL Center / South Region locations & 500 M.Ton Mud Chemical to OGDCL North Region locations as per clause-xi of draft contract along with supporting documents.	Affidavit on non-judicial stamp paper is required.		
11.	An Affidavit is required from the transport company to provide following vehicles along with valid Fitness Certificates for OGDCL requirement. (a) 10 Flat Bed Trailers (Minimum) (b) 10 Trucks (Minimum)	Affidavit on non-judicial stamp paper is required.		
12.	Affidavit regarding non-blacklisting of Company and its Directors / Partners.	Affidavit on non-judicial stamp paper is required.		

Calculation of Marks : Marks at Serial No. 1 + 2+ 3+4+5+6

Minimum Qualifying Marks : 50 Marks

DRAFT CONTRACT

1. TERM

The pre-qualification shall be valid for terms of 03 years, unless terminated earlier by either Party pursuant to the provisions hereof. The Tender Enquiries will be issued to the pre-qualified firms/ contractors through e-mail or other means on as and when basis to meet the requirement of shifting of material. The award of contract will be decided on lowest quoted rate basis and work order will be issued accordingly.

2. CONTRACTOR OBLIGATIONS

- i. The contractors shall lift the material of the company at a notice of 24 Hrs conveyed to them by Phone / e-mail / letter from M/s Bolan Mining Enterprises (BME), Khuzdar to any OGDCL location i-e, Khadeji Store (KDS), Karachi, Chak Naurang Store (CNG) Chakwal, or to any OGDCL Rig Site.
- ii. If the contractor is failed to do the job as per para 2(i), the company shall be entitled to make alternate arrangements i.e to hire the transport from the open market from registered/un-registered transport firms at the risk and cost of the contractor (subject to final notice from OGDCL) and that the contractor shall be bound to pay the difference of cost at actual or shall be adjusted from the bills of the contractor.
- iii. The contractor shall be required to take full trailer load for the journey. Where the views in this regard differ, final decision regarding the load to be carried will rest with the Head of Drilling Services Department of the company and the same will be binding on the Contractor.
- iv. The contractor shall not load material of any company other than OGDCL on the trailers / trucks, which have been provided/loaded with OGDCL material. In case Mud Chemicals other than OGDCL are found loaded on the vehicles of the Contractors during inspection by the Company representative, OGDCL, will have the right to impose a penalty as it deems fit which includes forfeiture of security deposit and black listing as well.
- v. All the transport operations and their progress shall be checked by the Officer and Staff of Drilling Fluid Department of the company and the contractors shall extend all cooperation to them as and when required by the Company.
- vi. The Contractor shall properly lash and pack all the material duly covered by tarpaulins, loaded on to its trailers, as the case may be. Loading of material shall be supervised by the Contractor and unloading of material at OGDCL sites shall be supervised by Company. Proper tarpaulin and manila ropes, etc. shall be provided by the Contractor.
- vii. The Contractor shall provide laborers, drivers, cleaners or any other workers required in connection with performing its obligations under this Contract.

Contractor shall hire such personnel exclusively at its own cost and risks. Contractor shall arrange for boarding/lodging of its personnel.

- viii. The Contractor shall not cause delay in the Company's work by diverting elsewhere its vehicles that dedicated for transporting Company's material and shall complete transportation of material within the time specified in Company's work order.
- ix. The Company will be allowed 8 & 10 daylight hours (from 9:00 a.m till 5:00 p.m) for loading of the cargo.
- x. The Contractor shall ensure trouble free movement of vehicles. In case any vehicle of the Contractor is stuck-up, push and pulls arrangements will be the responsibility of Contractor and shall be made promptly in safe and secure manner by the Contractor. However, on written request by the Contractor, Company may provide the subject to availability.
- xi. The material should reach the location without any delay en-route. Material if not reaches the location within below-mentioned specified time, the contractor has to pay penalty @ 1% per day of the freight amount after expiry of grace period.

Regions	Flatbed	Grace Time
South	1-3 days	4 days
Center	3-4 days	5 days
North	4-5 days	6 days

- xii. The Contractor shall depute experienced and skilled crew and drivers for the transportation vehicles. The vehicles shall have safety belts for drivers and crew. The drivers must have valid driving license and shall abide by all the standard safety, security and traffic rules and regulations in general and those applicable in oil and gas industry in particular.
- xiii. The Contractor shall be liable to pay all Government levies, taxes and incidentals such as toll tax, etc. en-route.

3. CONTRACTOR REPRESENTATIONS AND WARRANTIES

- i. The Contractor warrants and represents that its vehicles are in good working condition, road worthy and fit for the purpose along with valid Fitness Certificate. Any breakdown of a vehicle shall be attended by the Contractor in a timely and prompt manner. In case of breakdown or any delay in arranging replacement vehicles within twenty four (24) hours, alternate arrangements shall be made by Company at the risk and cost of the Contractor.
- ii. The Contractor warrants, represents and firmly undertakes that it shall be responsible for all acts and omissions of its employees, representatives or any one claiming through it.

- iii. Contractor warrants and represents that it has obtained and maintained all permits, approvals, licenses and authorizations required for rendering the Services under applicable law. Contractor shall present such permits, licenses and authorization to the Company for inspection, upon request.

4. PAYMENT TERMS

- i. The Contractor shall submit the invoices for each material transportation immediately after completion of the assignment. The invoice shall be accompanied by copies of Delivery Notes and other necessary documents that are duly verified, signed and stamped by the authorized representative of the Company and shall confirm receipt of material in safe and sound condition. Payment shall be made within thirty (30) days of receipt of an invoice complete in all respects. Deductions of income tax or any other tax whether present or future from the invoices shall be as per prevailing laws.
- ii. There shall be no Mobilization and demobilization charges for trailers / trucks.
- iii. Any fuel provided by Company at field locations, or any repair work done on Contractor's vehicles by the Company or using the Company's resources or facilities shall be charged by Company as per actual expenditure.

5. DELIVERY NOTE

Contractor shall be liable to transport the material in proper condition in accordance with the Delivery Note ("DN") of Company and shall obtain a receipt to the effect duly signed and sealed by the Company's authorized representative. The Company's authorized representative shall make a note in the DN if any item is damaged, deficient or short delivered. On the basis of the note, the Company shall have the right to recover costs from the Contractor, for the lost, damaged, short or deficient items, and shall have the right to withhold or deduct such amount from the security amount or any amount which is due or may become due and payable to Contractor until such a time as the Contractor makes good of such damages, losses and deficiencies of equipment, etc, to the Company. The Company shall also have the right to avail remedy as provided under the law.

6. COMPANY DISCLAIMER

The Company shall not be responsible for any road mishaps, accident, injury or death of the Contractor's employees during the performance of its obligations under this Contract. The Company is not liable to compensate the Contractor for any damage or deficiency to the Contractor's equipment during the performance of Contractor's obligations under this Contract.

7. INDEMNIFICATION

- i. Contractor shall at all times during the term of this Contract and thereafter, indemnify and hold harmless the Company, its directors, officers and employees against all losses and claims for injuries or damage to any person or property arising from Contractor's performance of Services or in consequence of this Contract; or any act or omission of any of its employees and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or any litigation, or other legal proceedings filed or instituted by the personnel employed by the Contractor or any of them collectively or individually or by any other party on their behalf.
- ii. Contractor shall indemnify Company against any claim which might occur due to any failure by Contractor to comply with any legal, statutory and contractual obligations regarding the taxes, duties, fees, levies or other charges whether present or future, including taxes or income in Pakistan.
- iii. In the event that the Contractor refuses or fails to indemnify the Company as per provisions of this Clause 08, the Company shall deduct the amount involved either from the Security Deposit or from any sum which may be due to the Contractor.

8. CONTRACTOR DEFAULT

If the Contractor fails to provide the Services within the time period(s) specified in the Contract or if contracted vehicles are not provided in accordance with the contractual schedule and the Company is compelled to retain alternate services of another contractor, the Contractor shall pay to the Company any costs and expenditures incurred thereupon. Furthermore, if the operations of Company are delayed due to unexcused late delivery by the Contractor, the penalty shall be charged according to the Company's operational loss.

9. TERMINATION

The company reserves the rights to cancel this agreement at one-month notice in case of improper/unsatisfactory performance by the contractor in respect of the contractual obligation.

10. NOTICES

- i. A Party shall send a written notice or request under or pursuant to this Contract to the other by registered mail, courier service or facsimile transmission. All notices shall be under this Contract shall be deemed delivered at the date when received by the Party being notified in case of delivery by email or courier service. Faxed notices shall be deemed delivered on the date recorded on the delivery confirmation receipt.
- ii. Notices to Parties shall be addressed as follows:

COMPANY:
Managing Director
Oil & Gas Development Company Limited
OGDCL House, Jinnah Avenue, Blue Area, Islamabad
Telephone
Facsimile

CONTRACTOR:
Title:

-----,
-----Islamabad
Telephone
Facsimile

Any change in the above mentioned addresses shall be conveyed by the concerned Party to the other in writing three (3) days prior to such change.

11. PERMITS, LICENSE AND AUTHORIZATION

The Contractor at his own cost shall seek permission from the concerned Government Departments, Agencies and/or Authorities including but not limited to the Highway Department, Electricity Department (WAPDA), Police, Municipal and Telephone Department, etc. in case of transportation of heavy and over dimension packages/loads of the material and accessories and Company may extend reasonable assistance.

12. CONFIDENTIALITY

Contractor shall ensure that all of its employees performing services specified in this Contract shall not at any time during the term of this Contract or thereafter disclose to any person any information as to the affairs of the Company or its officers and as to any other matters which may come to their knowledge by reason of the performance of the Services specified in this Contract. If in the sole discretion of the Company there have been any such disclosures, the person concerned shall immediately be removed from the performance of Services and replaced immediately.

13. TAXES

- i. Contractor shall be responsible to pay all taxes on its income under the Contract and under the laws of Pakistan. Any taxes, duties, fees, levies and other relevant charges, present or future, assessed and payable by the Contractor and/or by the personnel deputed by the Contractor in connection with the Services performed hereunder shall be the exclusive responsibility of the Contractor.

- ii. Taxes shall be deducted by the Company at source. Company shall have the right, as provided under the law, to meet its obligations and in particular to deduct from the payment due to the Contractor income tax, withholding tax or any other tax at source at the rates prevailing from time to time, or such reduced rates as may be fixed by the taxation authorities, Contractor shall supply the Company with documentary evidence of any reduced rates and payment of such amount to the appropriate authorities.
- iii. Contractor shall be liable to pay all government levies and/or duties en- route.

14. FORCE MAJURE

- i. A Party shall be relieved from the duty to perform its obligations under this Contract and any liability for failure to perform such obligations, in whole or in part, under this Contract to the extent such non-performance is caused by the occurrence of a force majeure event. A force majeure is an event that is entirely beyond the control of the Party affected thereby, including but not limited to Acts of God or public enemy, civil insurrection, fires, floods earthquakes or other physical disasters, order or request of Government, blockade or embargo. It is however, clarified that strikes, lockouts, shortage of requisite manpower, rains, labour disputes or non availability of transport shall not constitute force majeure. It is further clarified that during the established period of force majeure, the Contractor shall not be entitled to any payment and the Company shall not impose penalty.
- ii. The Party claiming excuse by way of force majeure shall send written notification to the other Party of the occurrence of force majeure within forty eight (48) hours of the event along with evidence of such occurrence and shall undertake all efforts to mitigate the effects of such force majeure event.
- iii. If a force majeure event continues for one month, the Parties shall meet to agree on alternative means of implementing the Contract. If no satisfactory agreement is reached within a period of total two months from commencement of the force majeure event, either Party may terminate the Contract.

15. DISPUTE RESOLUTION

If any, dispute or difference arises between the Parties as to the terms of the Contract or as to the performance or non-performance of the terms thereof or in connection with or arising out of this Contract, the same shall be referred to the sole arbitration of the Managing Director of the Company who may either personally enter upon such reference or nominate a senior officer of the Company to arbitrate on his behalf. The award of the Managing Director or his nominee shall be final, conclusive and binding upon both the Parties and shall not be called in question.

16. ASSIGNMENT

Contractor shall not assign or transfer either whole or part of its rights and obligations under this Contract without the prior written consent of the Company.

17. MODIFICATION

This Contract shall not be amended or modified unless such amendment or modification is reduced to writing and duly signed by both Parties hereto.

18. GOVERNING LAW

This Contract shall be construed and interpreted in accordance with the laws of the Islamic Republic of Pakistan.

19. WAIVER

No consent or waiver, express or implied, by Company of any breach or default by the Contractor in its performance of obligations hereunder shall be deemed or construed to be consent or waiver to or of any other breach or default by Contractor performance of the same or any other obligations hereunder. Failure on the part of Company to complain of any act of Contractor or to declare Contractor in default shall not constitute a waiver by Company of such rights.

The above terms & conditions of OGDCL are accepted

Date: _____

Signature with Name,
Designation & Official Seal of
the Company/Firm

Witness:

1. _____

Name:
CNIC #

2. _____

Name:
CNIC #