### TERMS OF REFERENCE FOR HIRING OF VEHICLES

#### 1. <u>Mandatory Requirement:</u>

- 1.1 The bidder should be a registered company inside Pakistan. Provide documents for registration.
- 1.2 The company shall have minimum registration period of 01 Year.
- 1.3 All bidders must give "Clean acceptance" of OGDCL terms and conditions and withdraw all exceptions if any, to become eligible for technical evaluation.
- 1.4 Confirm that none of the Directors of bidder is blacklisted. Affidavit on non-judicial stamp paper is required.

### 2. <u>General Terms and Conditions:</u>

- 2.1 The Bidder shall be active Tax payer having valid identity/CNIC with sound financial profile capable to provide rental vehicles as per requirement of OGDCL.
- 2.2 Contractor/Company must have established office/s. Details to be provided with the technical bid.
- 2.3 The contractor/company shall confirm that the vehicles are well maintained and are in excellent condition in all respects.
- 2.4 Model of vehicles to be supplied by the contractor/company must not be older than 05 years.
- 2.5 All vehicles will be provided with drivers by the contractor/company. The driver must be literate with sound mental and physical health and must have valid CNIC, valid driving license and security clearance from the respective police station.
- 2.6 Contractor/company shall immediately replace the vehicles with same model and condition in case of any break down on first simple and written notice without any arguments or litigation.
- 2.7 OGDCL may install vehicle tracking system on each vehicle and contractor shall have no objection on it. The trackers will be retrieved after de-hiring of vehicles.
- 2.8 The vehicle with driver will have to perform duty round the clock including holidays/gazetted holidays.
- 2.9 Vehicles may be deployed throughout the country for temporary assignments under administrative control of location In-charge where required, in all terrain (i.e. hilly, desert, river catchment area, plains and cultivated areas).
- 2.10 The contractor/company shall ensure that the documents of vehicles (registration, road permit, tax and insurance documents / fitness certificate etc.) are complete in accordance with applicable Government Laws. All cost related to the aforesaid shall be the responsibility of the contractor.
- 2.11 OGDCL shall not be responsible for any sort of mishap, accident, injury, death, force majeure or any unforeseen, theft, kidnapping, destruction/loss and damage to the vehicles

or driver. The contractor shall also be responsible/pay in case of traffic challan and in any case payment of fine etc.

- 2.12 Upon unsatisfactory performance, behavior or involvement in illegal or immoral practices, contractor/company will immediately replace the driver.
- 2.13 HSD for the vehicles will be provided by OGDCL. In case fuel consumption of HSD is higher than set/allowable mileage limit, deduction will be made according to the prevailing market fuel rates at the time of payment to the contractor. Location's incharge will decide the monthly fuel average keeping in view the load, terrain, traffic conditions etc. All type of repair, maintenance and replacement of filters, engine oil and others lubricants shall be responsibility of the contractor.
- 2.14 OGDCL will provide free accommodation. Messing facility shall be provided on payment basis to the driver prevailing rate in the staff mess.
- 2.15 The rates quoted by the contractor/company shall be on monthly rental basis for vehicles inclusive of salary of driver, lube oil and all applicable taxes/ levies charges except ICT/PST.
- 2.16 While submitting invoice(s) for payment, contractor shall submit a certificate from FBR to the effect that contractor has cleared its provincial tax liability.
- 2.17 The contract may be terminated on 30 days' notice period, after award and during contract period, if the services are no more required or the contractor/company fails to abide or violated the same or do not fallow the instruction of location in-charge or take no remedial/corrective measures after receiving written notice from the location in-charge. Similarly, the contractor/company shall give a notice of 30 days prior to withdraw the vehicle.
- 2.18 Vehicles should be in compliance with HSEQ standards and be equipped with the following essentials:
  - a. First aid kit.
  - b. Serviceable spare wheel.
  - c. Seat belt on all seats for all occupants in front & back.
  - d. Tool kit including jack and wheel nut spanner (Lug wrench).
- 2.19 Contract period for hiring of vehicles shall be initially for 12 Months from the date of agreement which may be extended with mutual consent for further period.
- 2.20 The company can provide its own/third party vehicles to meet the requirement of OGDCL. However, the contractor has the sole responsibility of the third party hired vehicles. In case of third party vehicles, copy of the JV partnership agreement have to be provided with the technical bid.
- 2.21 The company has to provide its own or third party hired vehicle within 60 days of issuance

of LOI otherwise bid bond will be confiscated.

- 2.22 Payment shall be made on monthly basis subject to tax deduction as per Government rules, based on actual availability of vehicle during the month as verified by the in-charge transport under provision of the contract agreement. No advance payment will be admissible. Payment shall be made in the name of the contractor through cross cheque only. No cash payment is allowed.
- 2.23 The number of vehicles are tentative; the number of vehicles may increase or decrease as per actual requirement. If requirement increases the Contractor have to provide the additional vehicles at same rates/ terms and conditions.
- 2.24 OGDCL reserves the right to accept or reject any/all bid (s) or annul the entire bidding process at any time prior to award of (Contract) without taking any responsibility of the affected bidder(s) and is not bound to justify the reasons to the affected bidder(s).

### **FINANCIAL BID FORMAT:** FOR FIELDS LOCATED IN DISTRICT KOHAT

## **Financial TOR:**

- I. Bidder must quote fixed/firm cost of every item of financial bid format otherwise incomplete bid shall not be entertained. Bidder must strictly follow and quote prices as per financial bid format. No clause with "if & but" having financial impacts will be entertained and in such case bid will be treated as non-responsive. Just incorporate all prices in main financial bid format to facilitate peer to peer comparison.
- II. The rate quoted by the contractor/company shall be on monthly rent for vehicles inclusive of lube oil and all applicable taxes/ levies charges and Provincial Sales Tax as per Government of Pakistan regulations and salary of driver.
- III. HSD for the vehicles will be provided by OGDCL. In case fuel consumption of HSD is higher than set/allowable mileage limit, deduction will be made according to the prevailing market fuel rates at the time of payment to the contractor. All type of repair, maintenance and replacement of filters, engine oil and others lubricants shall be responsibility of the contractor.
- IV. Payment shall be made on monthly basis subject to tax deduction as per Government rules, based on actual availability of vehicle during the month as verified by the in-charge transport under provision of the contract agreement. No advance payment will be admissible. Payment shall be made in the name of the contractor/ company through cross cheque only. No cash payment is allowed.
- V. Contract will be awarded to lowest bidder.

# FORMAT FOR RATES AND FINANCIAL EVALUATION CRITERIA

Sr. No.	Vehicles Type	Monthly Rent/Vehicle Rs.	Number of Vehicles Required	Total Monthly Rent Rs.	Total Annual Rent Rs.
1	Double Cabin Pickup vigo/champ AC (4X4)		1		
2	Single Cabin Pickup AC		3		
3	Grand Total of annual rent for all vehicles				

Note: Financial evaluation shall be carried out on Total Annual rent for all vehicles (Sr. No. 3) basis.

# **TECHNICAL EVALUATION CRITERIA**

SR#		DESCRIPTION	MARKS	MAX. MARKS			
	Required Documents						
1	i.	Registration Certificate in KPK /Certificate of Incorporation	3	30			
	ii.	NTN Certificate	3				
	iii.	Professional Tax Certificate	3				
	iv.	Membership Certificate of Transport Association	3				
	v.	Certificate of Chamber of Commerce & Industry	3				
	vi.	Affidavit of Non-Black Listing duly attested by Notary Public	3				
	vii.	Satisfactory Bank Account Certificate	3				
	viii.	Last year sales tax paid form	3				
	ix.	Company Profile with Offices detail in Pakistan	3				
	x.	Company Owned Vehicles (Provision of Registration Books)	3				
2	Commitment to provide vehicles						
	i.	Commitment to provide all vehicle within 20 days of issuance of LOI	30				
	ii.	Commitment to provide all vehicle within 30 days of issuance of LOI	25	30			
	iii.	Commitment to provide all vehicle within 45 days of issuance of LOI	20				
Financial Status							
3	i.	Tax Returns of Last Year05		15			
	ii.	Bank Statement of Last Year	05	15			
	iii.	Bank Statement worth >Rs. 10 million Annually	05				
4	Experience						
	i.	01+ Year Experience with Govt./Semi Govt./Autonomous bodies		20			
	ii.	ii. 01 Year Experience with Govt./Semi Govt./Autonomous bodies					
5 Oil Industry Experience				5			
TOTAL MARKS							

# Minimum Qualifying Criterion: -

Minimum 65% marks are required for technical qualification.

# 1. <u>AMOUNT OF BID BOND:</u>

Bid Bond /Bid Security amounting to **PKR 75,600**/- is to be attached / provided with the technical bid. Please see Master Set of Tender Document (Services) for further details.

## 2. <u>Payment Terms</u>

Payment shall be made on monthly basis subject to tax deduction as per Government rules, based on actual availability of vehicle during the month as verified by the in-charge transport under provision of the contract agreement. No advance payment will be admissible. Payment shall be made in the name of the contractor through cross cheque only. No cash payment is allowed.

(This clause will be prevailing instead of Master Set of Tender document (Services) "ITB" clause # 07.

# 3. <u>BID PRICE:</u>

Bid price shall be inclusive of all taxes, duties, levies, charges etc., except Provincial Sales Tax (PST)/ Islamabad Capital Territory Sales Tax (ICT) on services in Pakistan.

(This clause will be prevailing instead of Master Set of Tender document (Services) "ITB" clause # 06.

## 4. <u>CONTRACT DURATION:</u>

Contract period for hiring of vehicles shall be initially for 12 Months from the date of agreement which may be extended with mutual consent for further period.

## Note:

The Master Set of Tender Documents (Services) uploaded on OGDCL's website (www.ogdcl.com) is the integral part of the TOR.

Bidders are requested to read TOR & Master Set to Tender Documents (Services) and provide complete information / documents including tender annexures with the bid.