

**OIL & GAS DEVELOPMENT COMPANY LIMITED**  
**SUPPLY CHAIN MANAGEMENT DEPARTMENT**



**TENDER ENQUIRY NO. PROC-SERVICES/CB/COMM-5165/2021**  
**HIRING OF SERVICES FOR TRANSPORTATION**  
**OF CRUDE / CONDENSATE FROM OGDCL FIELDS**



## OIL & GAS DEVELOPMENT COMPANY LIMITED SUPPLY CHAIN DEPARTMENT



**SUBJECT: LETTER FOR INVITATION TO BID AGAINST TENDER ENQUIRY # PROC-SERVICES/COMM-5165/2021 FOR HIRING OF SERVICES FOR TRANSPORTATION OF CRUDE / CONDENSATE FROM OGDCL FIELDS**

### 1. INTRODUCTION

Oil and Gas Development Company Ltd (OGDCL) is Pakistan's leading E&P sector company, having operations at about 50 locations and fields in all the four provinces. The Company is listed and traded on Pakistan stock exchange with highest market capitalization. The Company, through GDR process, has also been listed on London Stock Exchange. More details about the Company can be obtained from its website [www.ogdcl.com](http://www.ogdcl.com).

### 2. OBJECTIVE

OGDCL Intends to hire Services as per Annexure-A (TOR). Interested bidders are required to submit their bids strictly as per Terms of Reference (TOR) /scope of work (Annexure-A) and instructions to bidders given in this tender document.

3. Sealed bids are hereby invited under Competitive Bidding (CB) procedure from eligible bidders for Services as listed in the Terms of Reference (TOR) "Annexure-A". **The prices must be quoted as per details mentioned in TOR "Annexure-A".**

### 4. PROSPECTIVE BIDDERS SHOULD PARTICULARLY NOTE THAT:

- 4.1 Bids will be accepted only if the materials / services and supplies being offered are produced and manufactured in the country(s) maintaining bilateral relations with Pakistan. Bidder (s) participating in bidding process for provision of service (s) to OGDCL should invariably be registered with Provincial Revenue Authority at the time of submission of its bid to OGDCL (where applicable).
- 4.2 Each bid valid for minimum 180 days from the date of technical bids opening must be accompanied by a Bid Bond in the form of a cash deposit receipt (CDR), a Bank Draft or a Bank Guarantee issued by scheduled Bank of Pakistan or a branch of foreign bank operating in Pakistan, except NIB & Summit Bank, for an amount mentioned in Annexure-A/TOR and valid for 210 days from the date of technical opening of bids.  
The Bank Guarantee must be in accordance with the format as per Annexure-C of the tender Documents. ***Bid Bond in shape of bank guarantee shall not be acceptable with the banks i) which are NOT listed at Pakistan Stock Exchange and ii) whose marketprice per share is quoted below the par value at the Pakistan Stock Exchange on bid opening date.*** However, Bid Bond in shape of Pay orders/Cash Deposit Receipts (CDR) / Demand Drafts (DD) issued by a Pakistani scheduled bank (listed or not listed at Pakistan Stock Exchange) or a branch of a foreign bank operating in Pakistan is acceptable.
- 4.3 Bid Bond through telex / fax shall not be acceptable.

4.4 On acceptance of the bid by the Purchaser the successful bidder shall be required to furnish Performance Bond / Bank Guarantee for an amount equivalent to 10 % of the awarded scope of work but not exceeding Rs. 10,000,000/- (Pak Rupees Ten Million) or equivalent US Dollars or in currency of Bidder as per Annexure-D. The Bank Guarantee must be in accordance with the format as per Annexure-D of the tender Documents. **Performance Bond in shape of bank guarantee shall not be acceptable with the banks i) which are NOT listed at Pakistan Stock Exchange and ii) whose market price per share is quoted below the par value at the Stock Exchange on bid opening date.** However, Performance Bond in shape of Pay orders/Cash Deposit Receipts (CDR) / Demand Drafts (DD) issued by a Pakistani scheduled bank (listed or not listed at Pakistan Stock Exchange) or a branch of a foreign bank operating in Pakistan is acceptable.

5. The Purchaser reserves the right to have the items inspected by its own representatives or through third party, wherever applicable.

6. It must be indicated in the offer that the quotation fully conforms to Technical Specifications, TORs and Terms & Conditions of the Tender Enquiry.

#### **7. TIME AND PLACE FOR SUBMISSION OF BIDS.**

Bids must be delivered / dropped in the tender box / OGDCL reception at time & date mentioned in Press tender notice at the following address:-

**Manager (SCM) Services**  
Oil & Gas Development Company Limited  
Supply Chain Management Department  
OGDCL House (Plot No. 3), F-6/G-6, Jinnah Avenue, Islamabad (Pakistan)  
Phone No. 92-51-920023795, Email: irshad\_muhammad@ogdcl.com

#### **8. OPENING OF BIDS**

- 8.1 The bids will be delivered at the reception of OGDCL House, Jinnah Avenue, Blue Area, Islamabad, Pakistan on or before **1100 hours on 03-11-2021** and the same will be opened **1130 hours on 03-11-2021**. Late and incomplete bid shall not be entertained.
- 8.2 OGDCL may, at its discretion extend the deadline for the submission of applications by amending the Hiring of Services documents in which case all rights and obligations of the OGDCL and Applicants previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **9. BIDDING METHOD**

- i. Bids against this tender are invited on **Single Stage Two Envelope Bidding Procedure (www.ppra.org.pk)**, as per Public Procurement Rules, 2004, therefore, the bidders shall submit original and copy of their Technical and one original financial bid.
- ii. All Tender Annexures to be added in both the bids; UN-Priced with technical Bids & Priced with Commercial Bids.
- iii. Both the bids shall be submitted simultaneously in separate sealed inner and outer envelopes. The envelope containing Technical Bid must be marked clearly **“Technical Bid”** and containing Financial Bid must be marked clearly **“Financial Bid”** along with indication on the envelopes as **“ORIGINAL”** and **“COPY”**.

**10.** The Technical Bid will be opened at first and evaluated. The Financial Bid of only those bidders will be opened who are declared technically Responsive.

**11.** The Financial Bid must be complete in all aspects and comparable. Conditional Prices and/or Prices mentioned other than Rate Format/Financial Evaluation Criteria, may not be accepted. In case, the Bidder is not charging any rate and/or the rates are not applicable, Zero (0) must be clearly mentioned.

**12.** The contract / service order as per draft at Annexure-H will be signed and shall remain valid till completion of job / period specified in Terms of Reference (TOR) at Annexure "A". Any extension in validity of contract / service order will be subject to written mutual consent of both the parties.

**13.** Award of Scope of work is subject to opening of the route and availability of scope of work during bid validity period.

**14.** Insulated bowsers are required for the route at Sr. # (25, 26) north region, (04, 06) south region (Financial Evaluation Format) i.e. dispatches originating from Chaknaurang & Palli.

**15.** The distance and road condition of the routes can be checked / examined by the contractor himself.

**16.** The bidder will provide road worthy and mechanically fit bowsers calibrated from authorized calibration facility as per the requirements of the designated refinery. However, for delivery at ARL calibration from ARL facility is mandatory.

**17.** The successful bidder will have to provide adequate bowsers within 03 days of award of work.

**18.** The successful bidder will be liable to lift the daily production of each field and in case of short lifting, another contractor will be engaged to lift the short lifted volume and the difference of over and above amount will be deducted from transporter invoices / performance guarantee of the transporter.

**19.** It is the responsibility of bidder to understand the terms of bidding, his obligations under crude oil transportation agreement with OGDCL and should ask for clarity if needed at least 3 days before bidding date.

**20.** Bids should be submitted only for the route specified. Each row of Financial Evaluation Format represents one route only. Alternate two bids will not be accepted.

**21.** The Contractor shall bear all cost associated with the preparation and submission of application for Hiring. OGDCL shall under no circumstances be responsible or liable for such cost regardless of the out-come of the application process.

**22.** No alternation in OGDCL's uploaded tender documents is allowed. Any attempt for alteration/amendment in the tender documents may lead to disqualification of the bidder.

**MANAGER (SCM) SERVICES**  
OIL & GAS DEVELOPMENT COMPANY LIMITED  
PHONE: 0092-51-92002 3795  
Email: Irshad\_muhammad@ogdcl.com

**TERMS OF REFERENCE**  
**FOR HIRING OF SERVICES OF CRUDE OIL / CONDENSATE**  
**TRANSPORT FIRMS / CONTRACTORS**

01. The Company intends to hire transporters/contractors in category of Oil Tankers/Bowzers having capacity range between 30,000 Liters to 60,000 Liters for transportation of Crude Oil / Condensate from its Production fields to Refineries or any other destination / decanting ends located in different areas of the Country, for a period one (01) year on as and when required basis, extendable with mutual consent.
02. All reputable and established local firms/transporters are invited to apply for participation in the Hiring of Services process and submit the attached Hiring of Services documents and forms duly filled in.
03. The firm / transporter willing to apply for Hiring must be corporate entity registered with Security and Exchange Commission of Pakistan (SECP) minimum for a period of last three (03) years from the last date of submission of application (published in the press advertisement). The firm will furnish valid certificate of incorporation.
04. The firm / transporter willing to apply for Hiring of Services must be registered with Federal Tax Authorities (bearing NTN) and Provincial Sales Tax Authorities. Presently registration with Provincial Sales Tax Authorities of KPK, Punjab, Balochistan and Sindh is compulsory. However, the contractor will register his firm with Provincial Tax Authorities of ICT, AJK and GB as and when required.
05. The firm/transporter willing to apply for hiring of services must provide the followings:
  - a. Valid registration book with company name/lease documents of the firm / transporter owned / bank leased bowzers), as per list –1.
  - b. Valid Calibration certificate.
  - c. Fitness certificate.
  - d. Third party fitness Report, as per list-2A.
  - e. Tracker functionality Certificate (photocopy of first page) as per list-2B.
  - f. Installation of explosion proof cameras (as per industry practice) on front, back and both sides of bowzer at the time of award of contract. An undertaking to be provided at the time of pre-qualification (List-3).
  - g. Form “Q” Explosive license from explosive department (List-4).

\*All the aforesaid documents will be verified by OGDCL from the concerned authorities/agencies.

06. The firms / transporters willing to apply for hiring of services should not be blacklisted / delisted by any Exploration & Production Company, institutional agencies/ Govt. / Semi Govt. departments/public sector undertakings, OMC or refinery. An affidavit (Annexure-F) to this effect shall be furnished with application.
07. The firms / transporters willing to apply for hiring of services of Cluster- I routes must have at least 50 oil tankers / Bowzers whereas the firms/ transporters willing to apply for hiring of

Cluster-II routes must have at least 40 oil tankers / Bowzers duly registered (owned/bank leased) in the name of the firm / transporter and duly licensed for transportation of petroleum products in bulk. In case of leased vehicle, the valid lease deed between the Leasing bank and Transportation Company should be provided. The details of cluster route are available at Annexure-B.

08. The firm / transport contractor applying must have a minimum three (03) years' post SECP registration experience of transportation of petroleum products with Govt. / Semi Govt. Departments, E & P Companies, Oil Marketing Companies (OMCs) or Refineries.
09. The firms / transporters willing to apply for hiring should have own network of maintenance/repair workshops and secured rest areas for parking of en-route vehicles.
10. Oil Tankers / Bowzers held by firm / transporter should have manufacturing year / model not older than ten (10) years from the date of bid opening.
11. Oil Tankers / Bowzers held by firm / transporter should be of two (02) chambers. Four chambers vehicles will not be entertained.
12. Oil Tankers / Bowzers held by firm / transporter shall be fitted with trackers with 24/7 monitoring system. Installation of explosion proof cameras (as per industry practice) on front, back and both sides of bowzer at the time of award of contract. An undertaking to be provided at the time of hiring.
13. Oil Tankers / Bowzers held by firm / transporter should have gross weight equivalent or below the vehicle Axle load limit prescribed by NHA. Overloading of trucks i.e. exceeding the maximum allowable load per axle as defined by NHA rules will not be allowed. An undertaking stating this fact will be required from the transporters.
14. The firm / transport contractor must have minimum annual turnover of Rs. 30 Million each in last three (03) fiscal years. The firm/ transport contractor will have to provide the Annual Audited Financial Statements for last three (03) years.
15. Each bowzer held by the firm/ transport contractor/ should be licensed for transportation of petroleum products in bulk from the relevant authority i.e. Department of Explosives (Petroleum Division, Ministry of Energy).
16. The firm / transport contractor should have HSE certifications and have developed effective compliance to HSE procedures including firefighting equipment with vehicles, trainings of drivers, medical fitness of drivers & helpers.
17. The bids will be evaluated in accordance with the criteria given in the bidding document. The transporters shall be hired for a period of one (01) year extendable with mutual consent.
18. Tender document(s), Annexure(s), TOR document and Draft Contract can be viewed and downloaded from website [www.ogdcl.com](http://www.ogdcl.com) under the title bar of Tenders.
19. Transportation rates (Financial Bidding) shall be called by OGDCL from the hiring of services transporters / firms on as and when required basis. At the time of financial bidding each bidder has to submit bid bond and performance guarantee subsequently at the time of award of contract.
20. Each Transporter's performance in terms of delivery, timelines, and vehicles owned, trained

staff and HSEQ standard & other contractual obligations will be closely monitored and periodically reviewed during the hired period.

21. OGDCL may appoint a team of experts to carryout physical inspections of the Bowzers held by the contractor for vetting the Bowzer’s suitability for transportation of crude oil and legal documents of the Bowzers **during technical evaluation/at any time during contract period.**

## 1. Essential Data Sheet / Transport’s Information

1.1	<b>Firm/ Transport Contractor Name</b>	
1.2	<b>Legal Status of the Firm/ Transport Contractor.</b>  <b>(Please tick one, as appropriate)</b>	1. Private Limited <input type="checkbox"/>  2. Public Limited <input type="checkbox"/>  3. Sole Proprietor <input type="checkbox"/>
1.3	<b>Date of registration with SECP</b>	To provide the copy.
1.4	<b>Registered Corporate Office Address</b>	
1.5	<b>Office Contact information</b>	Tel No:  Fax No:  E-mail:  Website:

1.6	<b>Branch Offices (If any)</b>	Address Branch Office (1):  Tel. No:  Contact Person:  Address Branch Office (2):  Tel. No:  Contact Person:
1.7	<b>National Tax No.</b>	
1.8	<b>Provincial Sale Tax Registration No(s).</b> (Presently registration with Provincial Sales Tax Authorities of KPK, Punjab, Baluchistan and Sindh is compulsory. However, the contractor will register his firm with Provincial Tax Authorities of ICT, AJK, and GB as and when required.)	
1.9	<b>No. of Employees in the organization with qualification / designation</b>	
1.10	<b>Managing Director/CEO/Chairman &amp; his /her contact information</b>	Name:  CNIC:  Cell No:



## 2. Technical Data Sheet/Delivery Potential

2.1	Number of Vehicles owned / Bank leased (attach attested photocopies of vehicle registration books/lease deed/s )	(Attach lists on prescribed format)			
2.2	Experience of transportation of petroleum products with Govt. / Semi Govt. Departments, Oil Marketing Companies (OMCs), Refineries and E&P Companies.	(Attach the information on the prescribed format along with the documentary proof)			
2.3	Transportation services provided directly or indirectly to OGDCL during past three (03) years (if any)	Year of Supplies	Volume Transported (bbls)	Name of OGDCL Fields	To the Refinery
2.4	Financial information (Latest 03 years' data)  Please attach: (a) Latest 3 years' financial statement duly audited by a C.A. authorized firm. (b) Bank Reference & financial worthiness certificate from bank.	(Rs. in Million)			
			Year 1	Year 2	Year 3
		Fixed Assets			
		Current Assets			
		Total Liabilities			
		Total Revenue			
		Net Profit			
2.5	Authorized person(s) to submit bid to OGDCL and enter into contract with OGDCL on behalf of the firm/ transport contractor.				

2.6	Any reservation regarding verification of the performance and information referred in these documents submitted to OGDCL.	
2.7	Any reservations regarding visit by OGDCL officials to registered office or carrying out physical verification of the vehicles or verification of any other information provided for pre-qualification.	
2.8	Have your firm being blacklisted by any E & P Company, institutional agencies/ Govt. / Semi Govt. Departments, /Public sector undertakings, Oil Marketing Companies (OMCs) or Refinery.	<b><u>(Provide affidavit in this regard)</u></b>
2.9	Are there any legal proceedings pending involving in corrupt practices including but not limited to fraud, theft, bribery, extortion, patronage, embezzlement etc. with the Government /Semi-Government Departments, Public sector undertakings, OMCs, Refinery or Petroleum Companies.	(Provide affidavit if no pending legal proceedings/litigations/criminal proceedings etc.
2.10	Please confirm if the Oil Tankers engaged for crude transportation have gross weight equivalent or below the vehicle Axle load limits prescribed by NHA	Provide an affidavit for compliance to Axle load limits prescribed by NHA.
2.11	Please confirm if the Oil Tankers engaged for crude transportation have manufacturing year/model not older than ten (10) years	
2.12	Please confirm if the Oil Tankers engaged for crude transportation are of two (02) chambers and provide calibration chart/certificate.	Provide copies of the chart/certificates.
2.13	Particulars of the license for transportation of Petroleum products in bulk subject to verification.	Attested copies to be attached

2.14	Particulars of route(s) or districts within Pakistan for which transportation license is <b>not</b> available or will not be able to deliver services to OGDCL.	
2.15	Particulars of transport company/firm owned network of workshops and secured rest areas for parking of en-route vehicles.	Workshop/s Contact Person:  Address/s:
2.16	Particulars of HSE certifications & compliance to HSE procedures including firefighting equipment with vehicles, fitted with trackers with 24/7 monitoring system, trainings of drivers, medical fitness of drivers & helpers.	(The information/ HSE certificates may be attached which will be verified if needed)
2.17	Any other relevant information you desire to provide to identify your capacity and strength to ensure reliable services for OGDCL.	

3. To be eligible for hiring of services, the crude oil transport contractors are essentially required to be corporate entity having valid registration with Security and Exchange Commission of Pakistan along-with registration with Federal Tax Authorities (copy of NTN) and registration with Provincial Sales Tax Authorities. Presently registration with Provincial Sales Tax Authorities of KPK, Punjab, Balochistan and Sindh is compulsory. However, the contractor will register his firm with Provincial Tax Authorities of ICT, AJK and GB as and when required.
4. Applicants found eligible will be evaluated on a quantitative (point based) technical evaluation criteria as per the following weightage. The applicants obtaining 80 % marks will be declared successful.

Sr. No.	Technical Factor	Weightage
4.1	List of Vehicles owned / bank leased (mandatory requirement 50 Bowzers for Cluster – I while 40 Bowzers for Cluster – II (minimum)	50 Marks
4.2	Sound Financial Health (Annual Turnover) Documentary evidence to be provided.	Rs. 30 Million in each of last 3 years = 05 Marks Over 30 Million & upto Rs. 40 Million in each of last 3 years = 10 Marks Over 40 Million in each of last 3 years = 15Marks

4.3	Previous / Existing experience with other Petroleum Companies, Govt. / Semi Govt. Departments, Oil Marketing Companies (OMCs) or Refineries during last 03 Years. Documentary evidence to be provided.	Lifting of more than 1.5 million bbls = 20 Marks Lifting > 01 million and < 1.5 million bbls = 15 Marks Lifting of minimum 01 million bbls = 10 Marks
4.4	HSEQ Procedures	05 Marks for establishment and complied HSEQ procedures.
4.5	License for transporting bulk petroleum products	Licensing of all vehicles = 10 Marks

I \_\_\_\_\_ (name) being the authorized representative of \_\_\_\_\_ (name of organization), hereby confirm that I have read & understood the advertisement & procurement documents for this hiring of services request to OGDCL and also confirm that all the information and documents provided in this bidding process with OGDCL are correct, actual & based on facts.

I undertake that in case any of the information or document provided in this regards is later found incorrect or wrong, OGDCL reserves the right to take necessary action as deemed appropriate including but not limited to cancellation of hiring made under this process, termination of contract & debarment/blacklisting. I/we have no objection if OGDCL directly verifies any of the information submitted by me/us in this hiring process from relevant source/authority.

**Authorized Signature**

(Official Stamp/Seal of Organization)

Name: \_\_\_\_\_ Dated \_\_\_\_\_

**LIST-1**

**List of technical data formats required as per Hiring of Services Criteria:**

**1. Number of Owned Equipment (Prime Mover & Bowzer):**

Bowzer Registration No.	Ownership	Registration Date	Copy of Registration Book Attached Yes/No)				Model	Year of Manufacturing	Bowzer Age (Years & Months)	Bowzer Capacity (litres)	Calibrating Authority	Calibration Expiry Date	Photocopy of Calibration Chart Attached Yes/No)			
			Yes		No								Yes		No	
			Yes		No							Yes		No		
			Yes		No							Yes		No		
			Yes		No							Yes		No		
			Yes		No							Yes		No		
			Yes		No							Yes		No		
			Yes		No							Yes		No		
			Yes		No							Yes		No		
			Yes		No							Yes		No		
			Yes		No							Yes		No		
			Yes		No							Yes		No		
			Yes		No							Yes		No		
			Yes		No							Yes		No		
			Yes		No							Yes		No		
			Yes		No							Yes		No		
			Yes		No							Yes		No		
			Yes		No							Yes		No		

**Note: In case of additional information, use additional prints of the above format.**

**LIST-2A**

**2. Bowzer Third Party Fitness and Tracker**

**2-a: Third Party Fitness Report/certificate Each Bowzer from OGRA authorized companies/vendors:**

Registration No.	Fitness Report Available (Yes/No) Tick One only				Name Third party Company (if Yes)	Fitness Expiry Date (if Yes)
	Yes		No			
	Yes		No			
	Yes		No			
	Yes		No			
	Yes		No			
	Yes		No			
	Yes		No			
	Yes		No			
	Yes		No			
	Yes		No			
	Yes		No			
	Yes		No			

Note: In case of additional information, use additional prints of the above format.

**LIST-2B**

**2-b: Monitoring Through Tracker:**

Bowzer Registration No.	Tracker Service Company (Name)	Tracker Status (Active Yes/No)				Photocopy of Title Page of Agreement Attached (Yes/No)				Login	Password
		Yes		No		Yes		No			
		Yes		No		Yes		No			
		Yes		No		Yes		No			
		Yes		No		Yes		No			
		Yes		No		Yes		No			
		Yes		No		Yes		No			
		Yes		No		Yes		No			
		Yes		No		Yes		No			
		Yes		No		Yes		No			
		Yes		No		Yes		No			
		Yes		No		Yes		No			
		Yes		No		Yes		No			
		Yes		No		Yes		No			

**Note: Please use extra sheet on the same format for additional Bowzers, if any.**

**LIST-3**

Bowzer Registration No.	Installation of CCTV camera on front, back & both side of Bowzer (Yes/NO) Tick One Only				Cameras live view and recording access from tracking software (Yes/NO) Tick One Only				Camera Recording Backup (No. of Days)	Backup of Bowzer tracker data for at least 60 days (Yes/No) Tick One Only				Tracker ability to track and communicate location for minimum three (03) days if disconnected from the main vehicle battery (Yes/No) Tick One Only			
	Yes		No		Yes		No			Yes		No		Yes		No	
	Yes		No		Yes		No			Yes		No		Yes		No	
	Yes		No		Yes		No			Yes		No		Yes		No	
	Yes		No		Yes		No			Yes		No		Yes		No	
	Yes		No		Yes		No			Yes		No		Yes		No	
	Yes		No		Yes		No			Yes		No		Yes		No	
	Yes		No		Yes		No			Yes		No		Yes		No	
	Yes		No		Yes		No			Yes		No		Yes		No	
	Yes		No		Yes		No			Yes		No		Yes		No	
	Yes		No		Yes		No			Yes		No		Yes		No	
	Yes		No		Yes		No			Yes		No		Yes		No	

**Note: Please use extra sheet on the same format for additional Bowzers, if any.**



**LIST-4**

**3. Standard-Quality of Bowzers:**

Registration No.	Valid CIE License (Yes/No) Tick One Only	Mandatory CIE License Number & Photocopy Attached (Yes/No)	No. of Chambers	No. of Axles	Capacity (Liters)	GVW (Gross Vehicle Weight) including Payload	Compliance of Axle load limit (As per NHA prescribed limits, attached table) Yes/No Tick One Only
	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/> License No _____					Yes <input type="checkbox"/> No <input type="checkbox"/>
	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/> License No _____					Yes <input type="checkbox"/> No <input type="checkbox"/>
	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/> License No _____					Yes <input type="checkbox"/> No <input type="checkbox"/>
	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/> License No _____					Yes <input type="checkbox"/> No <input type="checkbox"/>
	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/> License No _____					Yes <input type="checkbox"/> No <input type="checkbox"/>

**Note: Please use extra sheet on the same format for additional Bowzers, if any.**

## TRANSPORTER TECHNICAL EVALUATION – CLUSTER - I

Essential Qualification / Eligibility Factors						Technical Evaluation Factors						
S.#	Company Name	Registration with SECP as corporate Entity with minimum 03 years post registration experience	NTN	Respective Provincial Sales Tax Registration Numbers	Affidavit regarding no pending litigation & no black listing by any petroleum company / refinery.	List of Vehicles Owned / Leased as per TOR	Sound Financial Health (Annual Turnover)	Previous /Existing experience as per TOR	HSEQ Procedures	License for transporting bulk petroleum products	Qualifying Marks 80 / 100	Remarks
				Punjab KPK Sindh Baluchistan ICT		50 Marks	30M & above = 5 Marks  35M & above = 10 Marks  >40M = 15Marks	Lifting of minimum 01 million bbls = 10 Marks  Lifting > 01 million and < 1.5 million bbls = 15 Marks  Lifting of more than 1.5 million bbls = 20 Marks	05 Marks	Licensing of all vehicles = 10 Marks		
		(Y/N)	(Y/N)	(Y/N)	(Y/N)	(Y/N)	(Y/N)	(Y/N)	(Y/N)	(Y/N)	(Y/N)	(Y/N)
1	2	3	4	5	6	7	8	9	10	11	12	13

Note: Firms / transport contactors qualifying essential qualification / eligibility factors will only be evaluated against technical factors. In case of less than 50 bowzers under Cluster – I, the bidders shall be disqualified.

## TRANSPORTER TECHNICAL EVALUATION – CLUSTER - II

Essential Qualification / Eligibility Factors						Technical Evaluation Factors						
S.#	Company Name	Registration with SECP as corporate Entity with minimum 03 years post registration experience	NTN	Respective Provincial Sales Tax Registration Numbers	Affidavit regarding no pending litigation & no black listing by any petroleum company / refinery.	List of Vehicles Owned / Leased as per TOR	Sound Financial Health (Annual Turnover)	Previous /Existing experience as per TOR	HSEQ Procedures	License for transporting bulk petroleum products	Qualifying Marks 80 / 100	Remarks
				Punjab KPK Sindh Baluchistan ICT		50 Marks	30M & above = 5 Marks  35M & above = 10 Marks  >40M = 15Marks	Lifting of minimum 01 million bbls = 10 Marks  Lifting > 01 million and < 1.5 million bbls = 15 Marks  Lifting of more than 1.5 million bbls = 20 Marks	05 Marks	Licensing of all vehicles = 10 Marks		
		(Y/N)	(Y/N)	(Y/N)	(Y/N)	(Y/N)	(Y/N)	(Y/N)	(Y/N)	(Y/N)	(Y/N)	(Y/N)
1	2	3	4	5	6	7	8	9	10	11	12	13

Note: Firms / transport contactors qualifying essential qualification / eligibility factors will only be evaluated against technical factors. In case of less than 40 bowzers under Cluster – II, the bidders shall be disqualified.

## DOCUMENTS SUBMISSION CHECK LIST

Incorrect/incomplete documents shall not be considered by OGDCL in this hiring of services process. The following check list may be used in addition to the forms completely filled.

	Yes	No
1. Copy of Registration with SECP	<input type="checkbox"/>	<input type="checkbox"/>
2. Copy of NTN	<input type="checkbox"/>	<input type="checkbox"/>
3. Copies of Registration with Provincial Sale Tax Authorities	<input type="checkbox"/>	<input type="checkbox"/>
4. List/s of Vehicles owned / bank leased (on prescribed format) along-with copy of registration book / lease deed.	<input type="checkbox"/>	<input type="checkbox"/>
5. List of Govt. / Semi Govt. Deptt., OMCs, Refineries, E&P Cos being provided Transportation Services (on prescribed format).	<input type="checkbox"/>	<input type="checkbox"/>
6. Latest 03 years' financial statement audited by a CA firm duly approved by Institute of CA of Pakistan	<input type="checkbox"/>	<input type="checkbox"/>
7. Bank reference letter conforming financial wealth	<input type="checkbox"/>	<input type="checkbox"/>
8. Copy of licenses for transporting bulk petroleum products for the vehicles owned / leased.	<input type="checkbox"/>	<input type="checkbox"/>
9. Affidavit regarding no pending litigation/criminal proceedings & black listing	<input type="checkbox"/>	<input type="checkbox"/>
10. Affidavit regarding oil tanker manufacturing year /model not older than ten (10) years	<input type="checkbox"/>	<input type="checkbox"/>
11. Affidavit regarding oil tanker are of two (02) chambers	<input type="checkbox"/>	<input type="checkbox"/>
12. HSEQ certification & HSEQ procedures complied	<input type="checkbox"/>	<input type="checkbox"/>
13. Relevant documents to confirm lifting of liquid petroleum products in last 3 years.	<input type="checkbox"/>	<input type="checkbox"/>
14. Undertaking that the Bowzers to be deployed for OGDCL operation will be in accordance with the vehicle axle load limits prescribed by NHA.	<input type="checkbox"/>	<input type="checkbox"/>

## OGDCL FIELDS

S.#	Fields	Location / District	Refinery / Decanting Ends
-----	--------	---------------------	---------------------------

### NORTHERN FIELDS

01	Fimkassar	Chakwal	ARL
02	Chaknaurang	Chakwal	ARL
03	Rajian	Chakwal	ARL
04	Kal	Chakwal	ARL
05	Missakeswal	Rawalpindi	ARL
06	Chanda	Kohat	ARL/PARCO
07	Mela	Kohat	ARL
08	Nashpa	Karak	ARL/BYCO/PARCO/PRL/NRL
09	Dhoke Hussain	Kohat	ARL
10	Togh	Kohat	ARL
11	Toot	Attock	ARL
12	Sadqal	Attock	ARL
13	Bhal Syedan	Attock	ARL
14	Dakhni	Attock	ARL
15	Dhodak	D. G. Khan	NRL

### SOUTHERN FIELDS

01	Tando Alam Oil Complex	Hyderabad	PRL/NRL/PARCO
02	Missan	Sanghar	PRL/NRL
03	Uch	Dera Bugti	TOC
04	Qadirpur	Ghotki	PRL
05	Baloch	Sanghar	NRL/PRL
06	Bobi Oil Complex	Sanghar	PARCO/EPRF
07	Kunnar	Hyderabad	NRL / PRL / PARCO / ENAR
08	Sinjhoro	Sanghar	NRL/PRL/PARCO
09	Jakhro	Sanghar	NRL/PRL/BYCO
10	Palli	Tando Allah Yaar	NRL/PRL/PARCO
11	Kunnar Pasakhi Deep (KPD)	Hyderabad	NRL/PRL/PARCO
12	Tando Allah Yaar (TAY)	Tando Allah Yaar	NRL/PRL/PARCO
13	Nur Bagla	Badin	TOC
14	Bitrism(Bitrism/Gundanwari/ Chabbaro)	Sanghar	BYCO
15	Any Other Field as and when notified		Any other decanting end as and when notified

Note: These are the existing OGDCL routes. However, OGDCL reserve the right to include or exclude any route depending on the Company's operational requirement.

**Transportation Service rendered/being rendered in Petroleum Industry**

Name of Petroleum Company	Nature & Scope of Work	No of Years	Annual Contract Volume (Rs. In M)

## FINANCIAL EVALUATION FORMAT

Per bbl Rates shall be quoted on the following format:

<b>CLUSTER 1</b>					
Sr #	Route	Approx. RTD (K.M)	Expected volume to be lifted (BPD)	Bid Bond Money (Rs.)	Quoted Rate Rs./bbl
<b>NORTH REGION</b>					
01	Nashpa to KCDF via New KGB	414	8,000	3000,000	
02	Nashpa to KCDF via old KGB	414	8,000	3000,000	
03	Nashpa to KCDF via Kalabagh	580	8,000	3000,000	
04	Nashpa to KCDF via Peshawar	580	8,000	3000,000	
05	Nashpa to Parco-MCR Mehmood Kot	950	4,500	3000,000	
06	Nashpa to Byco Petroleum Hub Balochistan	2,698	600	1,279,508	
07	Nashpa to NRL,PRL & PARCO	2612	800	1,520,152	
<b>CLUSTER 2</b>					
Sr #	Route	Approx. RTD (K.M)	Expected volume to be lifted (BPD)	Bid Bond Money (Rs.)	Quoted Rate Rs./bbl
<b>NORTH REGION</b>					
01	Chanda to ARL	484	3,500	2,033,908	
02	Chanda Oil Field to Parco-MCR Mehmood Kot	1,040	1,500	1,560,375	
03	Chanda to ARL via Kalabagh	640	2,100	2,031,225	
04	Chanda to ARL via Peshawar	640	2,100	2,031,225	
05	Chanda to Dhodak	814	2,000	1,642,500	
06	Mela to ARL	484	1,250	726,396	
07	Mela to ARL via Kalabagh	640	2,500	2,418,125	
08	Mela to ARL via Peshawar	640	2,500	2,418,125	
09	Mela to Dhodak	814	2,000	1,642,500	
10	SNGPL's SMS at D.I.Khan to Nashpa Field	400	25	11,315	
11	Nashpa to Dhodak Plant	674	1,500	1,095,000	
12	Nashpa to Fim kassar Field	500	300	240,900	
13	Nashpa to Sinjhorro Field	2,200	500	1,023,278	
14	Kal to ARL	207	350	96,898	
15	Rajian to ARL	196	2,100	471398	
16	Toot to KCDF Via Chaki/Dandi	120	270	75,391	
17	Toot to KCDF Via Toot Village/Pindi Ghaib	100	270	75,391	
18	Toot to KCDF Via Nilhead,Pindi Ghaib	130	270	75,391	

19	Dakhni to KCDF	190	930	183,133	
20	Dakhni to ARL	258	930	245,219	
21	Dhodak to ARL	1160	30	26,822	
22	Dhodak to NRL/PRL/PARCO Karachi	1,894	1,500	2,107,875	
23	Dhodak to Parco-MCR Mehmood Kot	240	1,500	1,104,034	
24	Dhodak to Byco Petroleum Hub Balochistan	2,000	1,500	3,000,000	
25	Chaknaurang to ARL (Heavy)	184	120	39,683	
26	Chaknaurang to ARL (Light)	184	260	79,887	
27	Bhal syedan to ARL	180	50	14,600	
28	Bhal syedan to Sadqal	25	50	14,600	
29	Fim kassar to ARL	180	155	28,927	
30	Missa Keswal to ARL	110	40	5,728	
31	Sadqal to ARL	150	18	2,761	
32	Dhok Hussain to KCDF	284	300	98,517	
33	Dhok Hussain to ARL	310	300	125,367	
34	Togh to KCDF	238	365	124,565	
35	Togh to ARL	360	365	165,052	
36	Nashpa to ARL via Kalabagh	700	1,500	1,450,875	
37	Nashpa to ARL via Peshawar	700	1,500	1,450,875	
38	Nashpa to ARL via New KGB	444	1,500	667,950	
<b>SOUTH REGION</b>					
01	Chak-7A to Sinjhor Field	30	60	8,716	
02	Missan #1 to Pasakhi Central facility	106	100	18,214	
03	Jarwar #1 Pasakhi Central Facility	80	100	9,490	
04	Palli to NRL/PRL/PARCO-Karachi	500	400	261,340	
05	Nim/Norai Jagir/Chuttoo Well # 1/Mangrio Well # 1 (Daru Central Facility) to NRL/PRL/PARCO Karachi	500	600	386,250	
06	Palli to TOC	240	400	97,820	
07	Sinjhor to Byco Petroleum	600	1,000	558,450	
08	Bitrism and Chabaro Condensate from Sinjhor to Byco Petroleum	600	1,000	578,014	
09	Sinjhor to NRL/PRL/PARCO/EPRF-I	490	1,200	725,635	
10	Bitrism and Chabaro Condensate from Sinjhor to Bobi	70	600	229,950	
11	Jakhro to NRL/PRL/PARCO	480	90	61,357	
12	TAY to NRL/PRL/PARCO	300	1,500	664,775	
13	TAY to Byco	320	1,500	815,775	



14	Kunnar/KPD/TAY to TOC	84	2,500	323,116	
15	KPD to Byco Petroleum Hub Balochistan	480	1,000	529,250	
16	Daru to TOC	120	50	14,783	
17	Bobli to NRL/EPRF-I	543	470	297,656	
18	Bobli to EPRF-II	543	470	336,152	
19	Qadir Pur to NRL	1148	260	296,363	
20	Uch to TOC	952	40	55,725	
21	Kunnar to NRL/ EPRF-I	411	1,500	721,988	
22	Kunnar to EPRF-II	411	1,500	856,071	
23	Nur Bagla to TOC	240	26	7,834	
24	TOC to NRL/PARCO/EPR-I	370	6,400	2,869,542	
25	TOC to EPRF-II	353	4,000	1,496,354	

1. The successful bidder will lift daily production along with stock, if any, from the field as reflected above which can increase/ decrease during bid validity period.
2. The successful bidder will lift daily production from the field, which is subject to increase/ decrease during bid validity period.
3. The rates per bbl. are inclusive of all taxes and levies except Provincial Sales Tax on crude oil, if applicable Provincial Sales tax will be paid by OGDCL.
4. **Bid evaluation shall be made on route/location wise for each cluster.**
5. Award of Scope of work is subject to opening of the route and availability of scope of work during bid validity period.
6. Insulated bowsers are required for the route at Sr. # (25, 26) north region, (04, 06) south region (Annex-I) i.e. dispatches originating from Chaknaurang & Palli.
7. The distance and road condition of the routes can be checked / examined by the contractor himself.
8. The bidder will provide road worthy and mechanically fit bowsers calibrated from authorized calibration facility as per the requirements of the designated refinery. However, for delivery at ARL calibration from ARL facility is mandatory.
9. The successful bidder will have to provide adequate bowsers within 03 days of award of work.
10. The successful bidder will be liable to lift the daily production of each field and in case of short lifting, another contractor will be engaged to lift the short lifted volume and the difference of over and above amount will be deducted from transporter invoices / performance guarantee of the transporter.
11. It is the responsibility of bidder to understand the terms of bidding, his obligations under crude oil transportation agreement with OGDCL and should ask for clarity if needed at least 3 days before bidding date.
12. The bid bond shall be submitted with the bid at the time of technical bid opening. Whereas, successful bidder shall submit Performance Bond / Bank Guarantee for an amount equivalent to 10 % of the awarded scope of work but not exceeding Rs. 10,000,000/- (Pak Rupees Ten Million) or equivalent US Dollars or in currency of Bidder as per Annexure-D.

Sign, Stamp & Date \_\_\_\_\_

**Breakup of OGDCL all routes for hiring of services of crude oil transporters**

OGDCL intends hiring of the contractors for transportation of its crude oil to various refineries from its oil fields having more than 70 (active/inactive) routes. The routes shall be awarded through financial bidding process between selected hired contractors in order to create healthy competition as per PPRA rules and to fix minimum fleet requirement commensurate with the production profile of the fields; the Company has divided its routes into following two clusters to overcome the problem in lifting crude within time and maintaining of minimum storage capacity level at location.

**Cluster – I**

This cluster includes the following routes (active/inactive) of Company producing fields:

- (i) Nashpa to Kaur Central Decanting Facility (KCDF) via New KGB (active).
- (ii) Nashpa to Mid Country Refinery (MCR) MehmoodKot (active)
- (iii) Nashpa to Kaur Central Decanting Facility (KCDF) via Old KGB (inactive).
- (iv) Nashpa to Kaur Central Decanting Facility (KCDF) via Peshawar (inactive).
- (v) Nashpa to Kaur Central Decanting Facility (KCDF) via Kala Bagh (inactive).
- (vi) Nashpa to NRL/PRL/PARCO/BYCO (active)

The contractors who have minimum fleet of 50 bowzers (owned/banking leased) are eligible to apply for hiring of services under the said scheme. The hired bidders under this cluster may also apply for other routes i.e Cluster – I & Cluster – II (active/inactive) of the Company during the financial bidding process meeting the minimum criteria.

**Cluster – II**

This cluster includes all remaining routes (active/inactive) of the Company except those specified in Cluster – I of producing fields. The contractors who have minimum fleet of 40 bowzers (owned/banking leased) will be eligible for hiring under this cluster. The hired bidders under this cluster may apply for routes of Cluster-II only (active/inactive) of the Company during the financial bidding process meeting the minimum criteria.

**BID BOND**

Oil & Gas Development Company Limited, Guarantee No.....  
OGDCL House, Jinnah Avenue, Date of issue.....  
Blue Area, Islamabad. Date of expiry .....  
Amount.....

Dear Sir,

In consideration of M/s..... herein after called "THE BIDDER" having submitted the accompanying Bid with reference to OGDCL tender enquiry No. **PROC-SERVICES/-----** and in consideration of value received from (the Bidder above), we hereby agree to undertake as follows:-

1. To make unconditional, immediate and forthwith payment of the sum of -----) upon your FIRST and SIMPLE written demand without further recourse, question, query, deferment, contestation or reference to the bidder, account party or any other person in the event of the withdrawal of the aforesaid bid by the BIDDER before the end of the period specified in the Bid after the opening of the same for the validity thereof or if no such period be specified, within 210 days after the said opening or if the Bidder, having been notified of the acceptance of his bid by the Company during the period of bid validity:

i. Fails, refuses or delays to sign/execute contract as per Tender/Contract's terms & conditions.

OR

ii. Fails, refuses or delays to furnish Performance Bond and/or Advance Bank Guarantees.

OR

iii. Submit forged/fake document(s) in support of their bid.

OR

iv. Fails to provide/ perform services as specified in TOR.

2. To accept written intimation from you as conclusive, sufficient and final evidence of the existence of a default of non-compliance, breach or default as aforesaid on the part of the BIDDER and to make payment immediately and forthwith upon receipt of your FIRST and SIMPLE written intimation.

3. No grant of time or other indulgence to, or composition or arrangement with the BIDDER in respect of the aforesaid Bid with or without notice to us shall affect this Guarantee and our liabilities and commitments hereunder.

4. This is an independent and direct obligations guarantee and shall be binding on us and our successor in interest and shall be irrevocable.

5. The Guarantor Bank warrants and represents that it is fully authorized, empowered and competent to issue this guarantee.

**Yours faithfully,  
(BANKERS)**

**PERFORMANCE BOND/BANK GUARANTEE**

Oil & Gas Development Company Limited,  
OGDCL House, Jinnah Avenue,  
Blue Area, Islamabad.

Guarantee No.....  
Date of issue .....  
Date of expiry .....  
Amount.....

Dear Sir,

Ref: Our Bank Guarantee No. \_\_\_\_\_ in the sum of \_\_\_\_\_  
Account \_\_\_\_\_ Amount of Contract \_\_\_\_\_  
\_\_\_\_\_ In consideration of you having entered into contract No.  
\_\_\_\_\_ with \_\_\_\_\_ called  
Contractor and in consideration for value received from CONTRACTOR, we \_\_\_\_\_ at the  
request of \_\_\_\_\_ hereby agree and undertake as follows:

1. To make unconditional, immediate and forthwith payment to you as called upon of an amount (equivalent to 10% of total contract value but not exceeding PKR 10.00 Million in Pak Rupees/USD) on your written FIRST and SIMPLE demand without further recourse, question, query, deferment, contestation or reference to CONTRACTOR or any other person, in the event of default, non-performance or non-fulfillment by CONTRACTOR of his obligations liabilities, responsibilities, or in case if any forged or fake documents is found at any stage under this contract, of which you shall be the sole and absolute judge.
2. To accept written intimation from you as conclusive, sufficient and final evidence of the existence of a default or breach as aforesaid on the part of CONTRACTOR and to make payment immediately and forthwith upon receipt of your FIRST and SIMPLE written demand.
3. To keep this Guarantee in full force from the date hereof **until six months beyond the contract validity period.**
4. That no grant of time or other indulgence to, amendment in the terms of the contract by Agreement between the parties, or imposition or Agreement with contractor in respect of the performance of his obligation under and in pursuance of the said Agreement with or without notice to us, shall in any manner discharge or otherwise affect this Guarantee and our liabilities and commitments there under.
5. This is an independent and direct obligations guarantee and shall be binding on us and our successor interest and shall be irrevocable.
6. This Guarantee shall not be affected by any change in the constitution of the Guarantor Bank or the constitution of the Contractor.
7. The Guarantor Bank warrants and represents that it is fully authorized, empowered and competent to issue this guarantee.

Authorized Sign for Issuing Bank  
**Seal of the Bank**

**BIDDING FORM**

To  
Oil & Gas Development Company Limited,  
OGDCL House, Plot # 3013,  
Blue Area, Islamabad

Date.....  
Tender Enquiry No. ....

Gentlemen,

Having examined the conditions of contract, scope of work and Instructions to bidders of Invitation to Bids, the receipt of which is hereby acknowledged, we the undersigned, offer to perform services (Nature of Service) to OGDCL in conformity with the scope of work and Instructions to bidders at the rates mentioned in our Bid Proposal or other such sums as may be ascertained in accordance with the said conditions.

2. We confirm that the terms and conditions given in the Tender Enquiry / Tender Documents are acceptable to us and if our Bid is accepted we shall execute a contract with OGDCL accordingly without any exceptions. We further confirm to commence service within ..... days of the mobilization notice issued by OGDCL.

3 We agree to validate bid unconditionally for the period of 180 days from the date of opening the same and it shall remain binding upon us and may be accepted thereof, shall constitute a binding contract between us.

4. We hereby certify that our Firm / Company / Local Agent is or has not been at any time during the past five years, involved in litigation, arbitration or any other unsettled dispute with OGDCL / JV Partners.

5. We further certify that all the contracts / orders placed on us by OGDCL /JV Partners have been executed timely and as per terms & conditions of the Contract/ order without any unsettled dispute.

6. Until a formal Agreement is prepared and executed, this bid, together with your acceptance thereof, shall constitute a binding contract between us.

7. We understand that you are not bound to accept the lowest or any tender you may receive.

8. Our bid proposal do not contain any deviation or exceptions from the terms & conditions enunciated in the tender documents.

Dated this ..... days of ..... (year) 20....,

Name & Signature ..... in the Capacity of ..... duly authorized to sign tenders for and on behalf of..... (Name of the firm in block capital Letters)

Address.....

Telex No.....Fax No.....Phone No.....

Witness

1. ....

(Name)

(Signature)

2. ....

(Name)

(Signature)

**AFFIDAVIT**

**(To be attached with Technical bid)**

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 by any Institutional agencies/Govt. Deptt. / Semi Govt. Deptt. /Public Sector Undertaking, E & P Company, OMC or refinery.
5. That there is no change in the Name & Style, Constitution and Status of the firm, after hiring of services.
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)

**DECLARATIONS**

**CONTRACT NO. PROC-SERVICES** \_\_\_\_\_

1. The Contractor hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Company through any corrupt business practices.

2. Without limiting the generality of the foregoing, the Contractor 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 give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, Contractor, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from the Company, except that which has been expressly declared pursuant hereto.

3. The Contractor certifies that it has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with the Company and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

5. Notwithstanding any rights and remedies exercised by Company in this regard, the Contractor agrees to indemnify Company for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Company in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback paid by the Contractor 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 Company.

---

ON THE BEHALF OF CONTRACTOR  
SIGNATURE & OFFICIAL SEAL

**AGREEMENT**

**BETWEEN**

**OIL & GAS DEVELOPMENT COMPANY LIMITED  
(OGDCL)**

**AND**

**CONTRACTOR \_\_\_\_\_**

**FOR TRANSPORTATION OF OGDCL PRODUCTS  
TO  
THE REFINERIES/FIELDS**



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## TRANSPORTATION AGREEMENT

This **Transportation Agreement** ("The Agreement") is made at Islamabad as of the \_\_\_\_\_ day of \_\_\_\_\_ 2021 and made effective from the Effective Date between:

**OIL AND GAS DEVELOPMENT COMPANY LIMITED (OGDCL)** a company incorporated and registered in Pakistan under the Companies Ordinance 1984 (XLVII of 1984) and having its Head Office at OGDCL House, Plot No.3 (New No.3013), F-6/G-6, Jinnah Avenue, Blue Area, Islamabad, Pakistan, (hereinafter called the "Owner" which term shall include their respective successors, assigns, representatives and nominees) of the first part;

AND

**M/s \_\_\_\_\_**, having its registered office at \_\_\_\_\_, Pakistan (hereinafter referred as "Contractor" which expression shall include its successors-in-interest, administrators and assigns) of the second part;

WHEREAS the OGDCL hold Exploration Licenses, Development and Production Leases and Petroleum Concession Agreements for the various owned and Joint Venture Petroleum Fields in Pakistan where under it has all the rights to explore, develop, produce, sell and transport Crude Oil, Condensate, NGL (hereinafter referred to as the "Products") being produced therefrom.

AND WHEREAS the Refineries have acquired purchasing rights and willing to purchase the Products being produced from OGDCL from its different operated fields.

AND WHEREAS OGDCL will supply to Pak Arab Refinery Limited (PARCO) Karachi/Mid Country Refinery (MCR) MehmoodKot, ENAR Petroleum Refining Facility I &II (EPRF-I&II), National Refinery Limited (NRL), Pakistan Refinery Limited (PRL), Attock Refinery Limited (ARL) or any other refinery/decanting end designated by the Government of Pakistan for refining the entire production of Products from the OGDCL's different fields.

AND WHEREAS OGDCL shall arrange delivery of all said Products at respective fields.

AND WHEREAS Refineries shall receive the said Product(s) at Receiving Point.

AND WHEREAS the OGDCL's desire to utilize Contractor transportation services for the transportation of Product(s) from different OGDCL's operated fields to the installations of PARCO at Karachi and MCR, NRL, PRL, ARL & EPRF-I &II or any other refinery / decanting end designated by the Government of Pakistan, as per requirement of OGDCL.

AND WHEREAS, Contractor has agreed to provide the required number of Bowzers for road transportation of Product(s) from the Loading Points designated by OGDCL to the Receiving Points of said Refineries / Decanting Ends.

NOW IT IS HEREBY AGREED AS FOLLOWS:

I

### DEFINITIONS

1.1 The following words and expression shall have the meanings set forth against them hereunder except where the context precludes such a construction.

- a. **Abnormal Losses:** means all losses beyond Normal Losses.
- b. **Barrel:** means a barrel of forty two (42) United States Gallons/158.9873 liters at 60°F after correction of basic sediment and water (BS&W).

- c. **Bowzers:** means tank Lorries capable of carrying crude oil / condensate meeting load structure of National Highway Authority (NHA) and safety & all other associated standards of the Government Department of Explosives and Weights and Measures.
- d. **BS&W:** means Basic Sediments and Water in crude oil.
- e. **Committed Quantity of Crude Oil, Condensate & (Products):** means the quantity of the Product(s) which is produced and notified by OGDCL from its different fields.
- f. **Condensate:** means the Liquid Petroleum excluding crude oil and LPG produced by processing or separation of Natural Gas at the surface.
- g. **Crude Oil:** means all petroleum produced from a liquid reservoir, other than Natural Gas, Condensate and LPG, which at Standard atmosphere conditions of pressure and temperature is in a fluid phase.
- h. **Day:** means a period of twenty four (24) consecutive hours, commencing at 7 am, standard time and the word "Daily" shall be construed accordingly.
- i. **Loading of Bowzers:** means filling of the tank of Bowzer with Product(s) according to the valid calibration chart of the Bowzer.
- j. **Loading point:** means the loading facilities, provided by OGDCL at different OGDCL's operated oil field in Pakistan from time to time designated as such by OGDCL for dispatching any of the products to Refineries.
- k. **Month:** means a calendar month according to Gregorian calendar.
- l. **Normal Losses:** means losses which will occur due to normal evaporation in transit, not exceeding 0.1% in case of crude oil and condensate of the total loaded volume in a Bowzer.
- m. **Quarter:** means a period of three months ending 31<sup>st</sup> March, 30<sup>th</sup> June, 30<sup>th</sup> September and 31<sup>st</sup> December as may be appropriate in any year.
- n. **Receiving point:** means the decanting facilities at the installation of PARCO at Karachi and MCR, NRL, PRL and ARL or any other refinery designated by the Government for receiving any of the products.
- o. **Refineries:** means Pak Arab Refinery Limited / National Refinery Limited / Pakistan Refinery Limited / Attock Refinery Limited / Enar Petroleum Refining Facility I&II or any other refinery / decanting end designated by the Government of Pakistan from time to time.
- p. **Year:** means the calendar year according to the Gregorian calendar.

1.2 Words importing the singular shall include the plural and vice versa.

1.3 The article headings used in this agreement are included for ease of reference only and shall not affect the construction thereof.

**II**  
**TRANSPORTATION OF PRODUCT(S)**

- 2.1 Subject to the terms and conditions of this Agreement, the Contractor will arrange transportation of committed quantity of "Product(s) per day" from OGDCL fields to refineries through bowzers as and when required. Authorized officer of OGDCL either in writing or on phone will notify quantity in Barrels Per Day (BPD) and its transportation from field(s) to refinery(s) (scope of work) for a period of time and the Contractor will mobilize transportation resources within 24 hrs.
- 2.2 The Contractor shall be responsible for safe and sound carriage of "Product(s)" and of its quality & quantity from Loading Point to Receiving Point. The Contractor undertakes that OGDCL's seals shall always remain intact during transportation. In case OGDCL's seals are broken, tampered, damaged or replaced etc. by any means or manners, the Contractor shall be responsible to indemnify for all losses including losses in terms of quality and quantity. All HSEQ procedures/rules should be adopted with strict compliance. Moreover, the bowzers shall be fitted with trackers with 24/7 monitoring system as per TOR.
- 2.3 The Contractor undertakes to provide road worthy bowzers duly prequalified sufficient in number and of required capacity to transport the committed quantity of the Products (including variance therein agreed between the parties hereto). A certificate to this effect shall be provided by the Contractor. No insurance or any liability shall be borne by OGDCL for bowzers not meeting the above criteria.
- It is clarified that the road worthiness certificate to be provided by the Contractor should include but not limited to duly registered vehicle under the applicable laws and fulfillment all other conditions laid down in the Motor Vehicle Act and the rules framed there under, Explosives Act and the rules framed there under, applicable laws for petroleum production and transportation and any other laws as applicable in this regard.
- 2.4 The proprietary rights and the ownership of all Product(s) tendered for transportation hereunder to the Contractor rests with the OGDCL till it is delivered to refineries, loss of any kind over and above the normal loss as per Article 6 would be to the Contractor's account.
- 2.5 The Contractor shall have custody and be responsible for the Product(s) tendered to the Contractor hereunder from the time the product passes the coupling of OGDCL delivery hose at the Loading Point until it passes the coupling point of respective refinery(s) receiving pipe at the receiving point. However, in the event of any accident or loss at OGDCL or Refinery(s) premises due to the OGDCL or concerned Refinery(s) operation, the liability of loss would not be on account of the Contractor provided however, that the loss or accident occurred due to the gross negligence, or willful default of the Contractor, OGDCL shall be indemnified by the Contractor to the extent of such loss.
- 2.6 The OGDCL loading authorities at field(s) will ensure filling of the tank of Bowzer with Product(s) according to the valid calibration chart of the Bowzer. A bowzer without having valid calibration chart will not be entertained at OGDCL field. OGDCL undertakes to ensure possible arrangements for delivery of Product(s) at Loading Point round the clock.
- 2.7 The CONTRACTOR undertakes to provide a list of CONTRACTOR'S owned bowzers (not more than ten (10) years older as per TOR) for transportation of crude oil from each field on change/occurrence basis along with a calibration chart. Any change in the list provided shall be intimated to OGDCL immediately.

- 2.8 With the Prior Written Notice to OGDCL, the Contractor can employ Hired Mechanical Transport (HMT) if the Product(s) required to be transported is more than the required number of the Contractor owned Bowzers. HMT employed by the Contractor shall not be loaded unless confirmation is provided to OGDCL with regards to the road worthiness referred in Clause 2.3 above & certified calibration chart. The Contractor will also be allowed to employ hired mechanical transport if so desired provided, the Contractor under such arrangements shall remain liable under this agreement. The Contractor hired mechanical transport driver will carry authority letter issued by operating company. The custody and risk of loss attached with the product will pass to the Contractor at the loading point. The condition for age of the hired bowzers will remain enforced as in the case of owned bowzers as mentioned in clause 2.7 above.
- 2.9 The Contractor will transport OGDCL product through defined routes. In the event the defined routes become unusable due to the reasons beyond either party's control, the Parties shall mutually work out and agree alternate route and transportation rate(s). The Contractor undertake to provide road worthy bowzers for alternate route of required capacity.

### III

#### **PERFORMANCE GUARANTEE**

- 3.1 The Contractor shall, within 03 (three) days of notification of the award of scope of work, furnish performance guarantee for an amount equivalent to 10 % of the price of awarded scope of work but not exceeding Rs. 10,000,000/- (Rupees Ten Millions), issued by Pakistani Scheduled Bank or Branch of a Foreign Bank operating in Pakistan, except NIB & Summit Bank. The Bank Guarantee must be in accordance with the format as per Annexure-D of the tender Documents.
- 3.2 The cost incurred for establishing the performance guarantee or any extension/amendment thereof shall be on Contractor's account.
- 3.3. Performance guarantee in shape of bank guarantee shall not be acceptable with the banks i) which are NOT listed at Pakistan Stock Exchange and ii) whose market price per share is quoted below the par value at the Stock Exchange on bid opening date. However, performance guarantee in shape of Pay orders/Cash Deposit Receipts (CDR) / Demand Drafts (DD) issued by a Pakistani scheduled bank (listed or not listed at Pakistan Stock Exchange) or a branch of a foreign bank operating in Pakistan is acceptable.
- 3.4. The deposit of performance guarantee will remain in the custody of OGDCL for the duration of the awarded scope of work and will be released on satisfactory completion of the contract. No interest shall be paid by OGDCL on the security deposit of the transport Contractors.
- 3.5 The performance guarantee shall not be refunded to the Contractor if the Contractor decides to discontinue the business at any time during the period of the contract. In case of willful discontinuation, short lifting or failure to lift daily committed quantity beyond five (05) days, OGDCL shall have the right to terminate the awarded transportation contract (scope of work) and confiscate the performance guarantee.
- 3.6. The proceeds of the performance guarantee shall be payable to the company (OGDCL) as compensation for any loss resulting from the Contractor's failure to complete its performance obligations under the contract.

- 3.7. Performance guarantee shall be confiscated in the event of default, non-performance or non-fulfillment by Contractor of his obligations liabilities, responsibilities or any other reason(s) warranting the confiscation of the guarantee or in case if any forged or fake documents is found at any stage under this contract.

#### IV

#### **CALIBRATION AND SOUNDNESS OF BOWZERS**

- 4.1 The Contractor will arrange at its own cost, the calibration of bowzers, 20 mm above and 20 mm below the maximum capacity of the bowzers, on per millimeter basis from authorized/designated by OGDCL 3<sup>rd</sup> Party Calibration Facility meeting the acceptable standards duly approved by the Government of Pakistan. The calibration will be done at least once in a year.
- 4.2 The Contractor shall depute committed clean bowzers for lifting OGDCL Product(s). The Contractor will ensure arrangement at its own expenses steam washing of crude tank of bowzers as and when required or when complain is received either from concerned refinery or from OGDCL about BS&W or any other accumulation. The Bowzers steam washed will be intimated to OGDCL. If the Contractor depute dirty/contaminated bowzer, loss due to contamination of the product(s) shall be recovered from the Contractor.
- 4.3 The Contractor will provide one copy of duly certified calibration chart of each bowzer to the Refinery concerned and OGDCL and one copy will always remain with the respective Bowzer. After each calibration, copies of calibration charts will be provided to the concerned Refinery and OGDCL simultaneously by the Contractor within two weeks' time positively.
- 4.4 The Contractor will make available the committed Bowzers for each designated / assigned field. The Contractor will be liable for payment of such damages caused due to change on account of quantity & quality degradation. The CONTRACTOR shall ensure provision of committed bowzer in order to avoid any risk of contamination for any of OGDCL fields from where the salted/ heavy crude oil is transported.
- 4.5 The Contractor shall ensure that the Bowzers are in good working condition and road worthy and are duly registered under the applicable laws and fulfill all other conditions laid down in the motor vehicle act and the rules framed thereunder, Explosives Act and the rules framed thereunder, applicable Petroleum Exploration and Production Rules/Policies and any other law applicable for purpose for this agreement.
- 4.6 Bowzers shall be fit for transportation of Product(s) and should conform to any of the relevant country's institutions standards of safety rules and regulations for movement. Any bowzer found un-fit during the filling in the field premises or during decanting at the refinery, the actual cost of handling, refilling, decanting charges shall be charged to the Contractor in addition to any loss caused to Product and its quantity due to such bowzer.
- 4.7 Tempering of calibration chart and tempering of tank's geometry (such as fixing plates in dip holes of Bowzers well above to bottom of tank) made by any individual or by any organization hired by the Contractor for the transportation of products shall be dealt severely leading to penalties and blacklisting / delisting of the bowzer or the Contractor, as the case may be.

## V

### **QUANTITY AND QUALITY, DELIVERY AND MEASUREMENT**

- 5.1 The committed quantity of crude oil shall be transported by the Contractor from the loading point to the receiving point at such times as OGDCL may require. In case the Contractor fails to lift the committed or requested quantity beyond five (05) days or if the stock is piled up to 60% of the available storage capacity due to non-lifting or short lifting, OGDCL shall have the right to terminate the existing transportation contract and confiscate the performance guarantee of the Contractor and transport such quantity(s) through any other transport Contractor & cost of additional transportation cost incurred in this regards shall be charged to the Contractor. OGDCL will intimate the Contractor about the available storage capacity and daily production of field assigned in this regards. Any significant change in this regards will also be timely intimated to the Contractor.
- 5.2 The quantity of Product(s) to be transported during any day, at any time to be increased or decreased for any reason. However, if the increase in daily volume to be lifted is significant than OGDCL may in writing obtain the consent of the Contractor. This article shall not apply in case of emergency shut-down of plant(s) or any other operational reasons.
- 5.3 If OGDCL is able to produce significant excess of the committed quantity of product(s) and the Refinery/Refineries is/are willing to accept such excess quantity, the Contractor after his consent will be notified in advance in writing for transportation of such additional quantities. The Contractor will also be allowed to employ hired mechanical transport under his arrangements subject to matters as referred in Clause 2.9.
- 5.4 Each bowzer shall be filled close to its maximum capacity. After filling and before decanting of the bowzers settling time of 30 minutes shall be given and then the representative of the Contractor and OGDCL will measure the contents jointly. OGDCL filling authorities at fields will generate the delivery note (Delivery Challan) in Quintuplicate and get the same signed by the Contractor's representative. The delivery note shall indicate the date of loading, the identity of the bowzer, specific gravity at loading temperature, BS&W, quantity at loading temperature, quantity at 60°F and dips of product(s) loaded into the bowzer or any other appropriate /required factor. OGDCL shall keep one copy of the delivery note and four copies of the same shall be handed over to the Contractor's representative/driver.
- 5.5 After joint check of the contents, OGDCL representative will seal the bowzer in presence of the Contractor representative/driver.
- 5.6 At the Receiving Point, the representatives of the Contractor, OGDCL (where applicable) and Refinery concerned will jointly check the seal and first satisfy themselves that the seal is intact. They will measure the quantity/quality and also take the temperature. The contents of each bowzer will be checked in the presence of OGDCL, the Contractor and Refinery representative in similar manner as check is carried out at Loading Point and tripartite will sign the copies of delivery note (Delivery Challan) as token of correct delivery. In case of any discrepancy the Contractor shall be responsible to rectify that on its risk and cost.
- 5.7 Contractor shall accept the lab test report of OGDCL as final and conclusive regarding the quantity and quality of Product(s) separately for each bowzer for all purposes under this Agreement.
- 5.8 Delivery note (Delivery Challan) will be printed by OGDCL at its own cost.

- 5.9 In circumstances where there is a change in the Government of Pakistan allocated quotas of Crude Oil/Condensate to Refineries or certain operational requirement demand an uplifting of product from a specified field, on OGDCL request Contractor will lift the product subject to acceptance by refinery. In circumstances where in the destination city/route is changed then prior intimation shall be made to Contractor.
- 5.10 The Contractor shall ensure that the Bowzers provided are free of any tempering and alterations. In case any Bowzer is identified / found as tempered by OGDCL Field authorities or by Refinery or any other appropriate authority, it will be black listed and the Contractor concerned will be liable to pay for the losses incurred due to such mal practice. Moreover, OGDCL reserve the right to black list the Contractor in case of short lifting, seal tempering, hidden chamber or any other fraudulent / deliberate attempts of theft that effect the quantity and quality of the product(s). The decision of blacklisting of such Contractor will be based on sole discretion of OGDCL. In addition the following penalties can also be imposed in case of crude adulteration and tempering / modification of bowzer:

S/N	Type of Modification	Penalty in Rs.
1	Safety Valve Modification Modification with threaded dip Pipe	100,000/- 150,000/-
2	Bowzer tank Modification / Hidden chamber	500,000/- Plus cost of actual crude oil volume lost (to be determined from the date of last calibration till the date of theft detection)
3	Valid Double dip Charts	100,000/- (in case of repetition the bowzer as well as driver will be blacklisted indefinitely)
4	Adulteration/mixing in crude	100,000 /- Plus of actual crude oil volume lost and black listing of the bowzer and driver indefinitely)
5	Seal Tempering	100,000 /- Plus of actual crude oil volume lost and black listing of the bowzer and driver indefinitely)

## **VI LOSSES**

- 6.1 Normal losses shall means loss which will occur due to normal evaporation in transit, not exceeding 0.1%in case of crude oil and condensate loaded volume in a Bowzer. Such losses shall be taken into account only in case the quantities measured at Refinery are less than the quantities loaded from the Loading Point in a particular bowzer. In case of bowzers having correct quantities at the refinery as loaded from the Loading Point Refinery will not be entitled to any losses/ discount. However, in case of any excess quantities found at Refinery than loaded from the loading (expected because of reading errors etc.) that actual quantities measured at Refinery Receiving Point shall be written on the delivery note which will be jointly signed by the representatives of OGDCL, Contractor and Refinery concerned. OGDCL may depute their representative(s) to jointly check the seal and quantity measurement at Receiving Point or may undertake necessary check.
- 6.2 The delivery note (delivery challan) generated at OGDCL fields will indicate percentage of water contents and other impurities. Similarly water contents and other impurities along with shortages observed at refinery will also be noted / recorded on the delivery challan(s)



and handed over to Contractor driver/representative. One copy of the same will be delivered back to the respective field and one copy shall be retained by the Contractor for the purpose of raising his commercial invoices.

- 6.3 In case of abnormal losses in transit, including due to accidents of bowzers and deterioration in quality or contamination attributable to Contractor, Contractor shall indemnify OGDCL to the extent of such loss. The quantity so lost may be determined by field inquiry committee of OGDCL. OGDCL will deduct the amount of such losses from Contractor transportation bill for that period. The price to be used for deduction will be the applicable gross price of crude oil of respective field prevailing during such period of abnormal loss. OGDCL's claims on account of shortage will be accepted by Contractor.
- 6.4 At the Receiving Point, the representative /driver of Contractor, OGDCL (where applicable) and Refinery concerned will jointly check the seal and first satisfy themselves that the seal is intact. They will measure the quantity and also take the temperature. The contents of each bowzer will be checked in the presence of Contractor representative. OGDCL and Refinery's representative in similar manner will carry out checks at Loading Point and tripartite will sign the copies of delivery note (Delivery Challan) as token of correct delivery. In case of any discrepancy Contractor shall be responsible to rectify that on its risk and cost.
- 6.5 Contractor's bowzers that arrive at refineries should be given a settling time of 30 minutes as per Clause 5.4.

## VII

### **TRANSPORTATION CHARGES AND PAYMENT**

- 7.1 OGDCL will pay to Contractor transportation charges at such rate per barrel of quantity of Product(s) as may be determined through competitive financial bidding. The route will be defined in terms of round trip distance (RTD) from loading point to receiving point before determination of transportation rate/charges. These charges will be for Product(s) transported from Loading Point to Receiving Point on the basis of quantities received at Receiving Point. The volumes will first be corrected at 60°F.
- 7.2 The impact of increase / decrease in fuel prices during the period of award of scope of work for transportation of OGDCL products shall be accounted for and will be revised either side (increase / decrease) by 3.5 % if diesel (HSD) price fluctuation exceeds 10 % from the date of fixing of transportation rates.
- 7.3 Contractor will prepare bills for a period minimum of 10 days on the basis of receipted delivery Challans and the bills so prepared will be forwarded to OGDCL relevant field, who will carry out the scrutiny and reconciliation of the bills. The verified bills will be then returned to the Contractor. The Contractor will raise his commercial invoices along with the applicable Provincial Sales Tax invoices(if any)and duly submitted Annexure-C and will submit it to the Commercial Office Islamabad or Karachi, as the case may be;. The payment period will start from the date when the commercial invoices along with all the requisite supporting documents received at OGDCL Commercial Office Karachi or Islamabad. Efforts will be made to process and release the payment within 40 days after receipt of invoices along with complete supporting documents at Commercial office, Islamabad or Karachi as the case may be for payment. However, there will be no delayed payment interest in case of delay.
- 7.4 The transportation bill should be completed in all respects which may include verified delivery challans in original, billing statement sheet, summary of billing statement,

commercial invoices, sales tax invoice (if any), duly submitted Annexure "C" (if any) and copy of relevant award of scope of work. In case of deficiency or any discrepancy, the bill will be returned to the Contractor for completion of documentation/ settlement of discrepancy and the period so spent will not be counted towards the 40 days period of payment.

- 7.5 The Contractor shall be responsible to pay all taxes and duties under the applicable laws of Pakistan except for Provincial Sales Tax which will be borne by OGDCL. However, the Contractor shall be responsible to make payment of the Provincial Sales Tax wherever applicable and raise an invoice to OGDCL for reimbursement of the same unless and until exemption certificate from the relevant tax authority(s) is provided. The Contractor shall be solely responsible to pay all road taxes/tariffs, toll taxes, transit levies, fees, duties & taxes levied on transportation
- 7.6 The Contractor shall invoice the Company for the amount of Provincial Sales Tax in accordance with the relevant provisions of the Agreement or in terms of the relevant laws, rules and/or notifications/circulars, amended from time to time.

(Note- Clause 7.5 & 7.6 are subject to change at the time of signing this agreement)

#### **VIII** **FILLING AND DECANTING**

- 8.1 The Contractor will appoint its representative at filling and decanting points. The authorized representative of the Contractor will submit a signed / stamped list of bowzer reported to the filling authorities at field(s) and decanting authorities at refineries on daily basis.
- 8.2 The authorized Bowzers, after necessary checks will be allowed to enter the filling bay at field(s). Filling time for each Bowzer shall be the time when the filling of the Bowzer started upto the time when such filling has been completed.
- 8.3 The Bowzers will be filled closed to its maximum capacity by OGDCL's staff at Loading Point. Bowzers reporting for filling and decanting at Loading Point and Receiving Point respectively shall be filled and decanted expeditiously without loss of time. The Parties shall take necessary steps that no undue time is wasted in the filling and decanting operation.
- 8.4 The devices which will be used to measure the temperature and specific gravity of Product(s) will be as per API standard at loading and decanting point. The commonly used device is digital thermometer at both ends.
- 8.5 During filling, OGDCL staff will make sure that filling is done on smooth pressure basis so that bubbles do not emerge.
- 8.6 OGDCL field authorities will only entertain bowzers of the Contractor duly authorized by head office of OGDCL. Any Bowzer found un-fit during the filling in the field premises or during decanting at the refinery, the actual cost of handling, refilling, decanting charges shall be charged to Contractor in addition to any loss cause to Product and its quantity due to such Bowzer.
- 8.7 The Contractor shall make necessary security and safety arrangements for the Bowzers and product in transit at its own expense and no liability will attach to OGDCL in this respect.
- 8.8 OGDCL will take all the reasonable measures to decant the bowzer well within time however OGDCL will neither be liable for any delay in decantation due to buyer's constraints nor to the consequent claims of the Contractor in this regard.

## IX

### **FORCE MAJEURE, RESPONSIBILITY AND OTHER COVENANTS**

- 9.1 The term Force Majeure, as implied herein shall mean Acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, wars, (declared or undeclared), blockades, insurrections, riots, epidemics, landslide, lightening, earthquakes, fires, storms, floods, washouts, arrests and restraints of Governments, civil disturbances and (unless directly attributable to the negligence or neglect of any of the Parties hereto) explosions, breakage or accident to machinery or lines of pipe, partial or entire failure of wells or any other causes, whether of the kind herein enumerated or otherwise which are not within the control of the Party claiming suspension and which by the exercise for due diligence such Party is unable to prevent or overcome. Non availability of bowzers for whatsoever reason (unless such reason by them constitutes Force Majeure as above listed) shall not constitute Force Majeure.
- 9.2 In the event any Party hereto is rendered unable, wholly or in part due to Force Majeure to carry out its obligations under this Agreement, such Party shall give notice to the other Party containing full particulars of such Force Majeure in writing or by telegraph, facsimile or other expeditious means as soon as possible but not later than twenty four (24) hours from the occurrence of the such Force Majeure, circumstances. Upon giving the notice as aforesaid, the obligation of the Party giving such notice as far as they affected by Force Majeure shall be suspended during the continuance of Force Majeure. However the Party so affected shall take all the necessary measures to rectify the Force Majeure circumstances with all possible means/measures as may be required.
- 9.3 In the event that a party affected by Force Majeure could only overcome the Force Majeure event by incurring expenditure which would make it uneconomical for the Party to continue to be a Party to this Agreement or in case of or events caused by the Force Majeure are in incapable of remedy, and in either case the delivery or acceptance of Product(s) at the Loading Point is prevented, it shall immediately inform the other Party and other Party shall have the right to terminate this Agreement upon giving sixty (60) days' notice to the other Party.
- 9.4 The Contractor shall be solely responsible for and hold the OGDCL indemnified against all liabilities, claim, demand, cost and charges which may be made by third Parties including employees of the Contractor and against any damage to or loss of person's loss or property arising out of the performance of services by the Contractor under this Agreement. The Contractor shall indemnify and pay OGDCL all costs, damages, claims and expenses which OGDCL may incur as a result of failure by Contractor to meet its obligations under this Agreement.

## X

### **SETTLEMENT OF DISPUTES**

- 10.1 If any question, difference or dispute arises as to the interpretation, application or implementation under this Agreement, this includes without limitation the question of whether one or the other is in default of its obligation under this Agreement and what action if any shall be taken to remedy such default. Either Party may notify the other in writing specifying the nature of the dispute. Firstly both the parties shall make all reasonable endeavors to resolve the dispute amicably in good faith within thirty (30) days upon receipt of notice from either party.

- 10.2 If a dispute which is not settled amicably within thirty (30) days from the date of notification of such dispute, the matter/dispute shall be referred to the Managing Director / CEO of OGDCL, who may either personally enter upon such reference or nominate a senior officer of the Company to resolve the matter. Not later than thirty (30) days after the day on which he received such reference, the MD/CEO or his nominee shall give notice of his decision to the Contractor.
- 10.3 Any dispute in respect of which amicable settlement has not been reached within the period stated in Sub-Clause 10.1 & Sub-Clause 10.2 may be referred to and settled under the Arbitration Act 1940. The Language of Arbitration shall be English and the venue of Arbitration proceedings shall be Islamabad. The matter in dispute shall be referred to two (02) arbitrators, one to be appointed by each party. The decision of arbitrators shall be final and binding upon both the parties. The expense of arbitration shall be charged equally to the Parties at dispute unless the award of the Arbitrator(s) or the Umpire as the case may be shall otherwise provide.

## **XI**

### **MISCELLANEOUS**

- 11.1 This Agreement cannot be assigned by the Parties hereto to any third Party except with prior written and valid consent by the other which consent shall not be unreasonable withheld.
- 11.2 This Agreement shall be construed interpreted and governed under the laws of Pakistan.
- 11.3 That this Agreement shall be interpreted as an integral whole, and that each clause hereof shall be read and interpreted in the light of and in relation to each and all other clauses of the Agreement.
- 11.4 Where a right or obligation is or has been declared or becomes illegal, void or unenforceable and the effect thereof is not frustrate the fundamental basis of the Agreement, the Parties shall use their best endeavors as soon as possible with a view to agreeing alternative arrangements, if possible, which will most closely conform to the right obligation which has become or has been declared illegal, void or unenforceable.
- 11.5 The headings in this Agreement are used for convenience only and shall not affect the construction or validity of this Agreement.
- 11.6 Contractor shall make necessary security arrangements for the Bowzers and product therein in transit at its own expense and no liability will attach to OGDCL in this respect.
- 11.7 This agreement constitutes the entire agreement between the parties with respect to the subject matter of this agreement and supersedes all prior Agreements, understandings and negotiations with respect to such subject matter.
- 11.8 If any provision of the agreement is prohibited, void, invalid, or unenforceable the provisions shall be ineffective and served from this agreement to the extent is prohibited, void, invalid or unenforceable without affecting the validity or enforceability of the other provisions of this Agreement.

## **XII**

### **TERM AND TERMINATION**

- 12.1.1 Unless earlier terminated, pursuant to the terms and conditions hereof, this Agreement shall remain effective for a period of \_\_\_\_\_ years w.e.f. \_\_\_\_\_ to \_\_\_\_\_ or such longer period as the party may agree.
- 12.2 On the termination of this Agreement, the rights and obligations of the Parties shall cease but the termination shall not affect any right of action existing or liabilities incurred by Party and any arbitration proceeding which might have been commenced against a Party before the date of termination.
- 12.3 Notwithstanding anything contained herein, the Parties hereto upon giving thirty (30) days written notice to the other may terminate this Agreement without incurring any liability whatsoever.
- 12.4 If any Party to the Agreement commits default as defined hereunder in Clause 14.1(b), other party shall have the right to terminate this Agreement forthwith.
- 12.5 In case the Contractor fails to lift the committed or requested quantity beyond five (05) days or if the stock is piled up to 60% of the available storage capacity due to non-lifting or short lifting, OGDCL shall have the right to terminate the existing transportation contract without any further notice and confiscate the performance guarantee of the Contractor and transport such quantity(s) through any other transport Contractor & cost of additional transportation incurred in this regards shall be charged to the Contractor.
- 12.6 OGDCL may at any time and from time to time, by five (05) days written notice to Contractor suspend further performance of any portion of the work by Contractor. Such notice shall specify the date of suspension and the estimated duration of suspension.
- 12.7 Upon receiving any such Notice of suspension, CONTRACTOR shall promptly suspend further performance of this Agreement to the extent specified in the Notice. Provided however that the transportation of Product(s) already commenced shall be diligently completed during the period of such suspension, OGDCL may at any time withdraw the suspension as to all or part of the suspended obligations by written Notice to Contractor specifying the effective date and scope of withdrawal, and Contractor shall resume diligent performance of its duties under this Agreement for which the suspension is withdrawn on the specified effected date of withdrawal.

### **XIII** **CONFIDENTIALITY**

- 13.1 Any data provided by the Company or which the Contractor or its employees have access to, or which they acquire directly or indirectly under this Contract or during the performance of this Contract, shall be deemed Confidential Information. Duplication or disclosure of such Confidential Information by Contractor or any one claiming through it without the prior written consent of the Company is strictly prohibited. All Confidential Information shall be the sole property of the Company. The Contractor hereby agrees not to disclose said data, information, any interpretations thereof, or data derivative there from or any information relating to Company's facilities, installations and operations etc. to unauthorized parties or person. This Section also applies to any sub-consultant, assignee or consultants used by the Contractor. The obligations under these provisions shall survive the termination or expiry of this Contract.

- 13.2 Neither the Contractor nor any of its employees shall, except with the prior written consent of the Company, take ground or aerial photographs of the site, installations or existing facilities of the Company.
- 13.3. The Contractor further undertakes that it shall not, except with the prior written consent of the Company:
- i) make any reference publicly, whether to the press or in books, brochures, internal publications, publicity material, magazines and periodicals or by advertisement through radio, television or films or by any other medium relating to:
    - a) the Contract or its terms and conditions,
    - b) the nature or extent of Services carried out by the Contractor,
    - c) the method, materials, or equipment used and personnel employed, or
    - d) any other Company information in the possession of the Contractor.
  - ii) disclose or convey any of the matters or information referred to in (i) above to any employees of the Contractor not directly concerned with the Contract.

#### **XIV** **EVENTS OF DEFAULT**

- 14.1 Any one or more of the following shall constitute an event of default:-
- a. Any representation or warranty made by either Party herein proves incorrect in a material respect when made.
  - b. Any material breach by either Party of this Agreement which is not remedied within 30 days of Notice from the affected Parties to the other, which Notice states that a material breach has occurred that could result in the termination of Agreement, identifies the breach in question and demands remedy thereof.
  - c. If, by the order of a court of competent jurisdiction a receiver or liquidator or custodian or trustee of either Party is appointed and is not discharged within 50 days or if, by such decree has continued un-discharged and un-stayed for 60 days after the entry thereof, or if a petition to reorganize either Party pursuant to any statute applicable to them, as is now or hereinafter in effect, is filed against either Party and is not dismissed within sixty (60) days after such filing.

#### **XV** **INSURANCE (CRUDE OIL / CONDENSATE)**

- 15.1 Contractor shall be responsible for insurance of tankers, trailers and drivers. The product will be insured by OGDCL as we deal on the basis of custody transfer at gate of refineries.
- 15.2 The Contractor shall fully comply with HSEQ standards. However, in case of an accident the transporter will immediately inform respective Field Manager and Head Office in writing. A field inquiry Committee will be constituted to provide its findings and recommendations that will be considered final. Insurance claims are subject to field Committee findings and recommendations.
- 15.3 The Contractor is to ensure that the bowzers, drivers and their assistants are fully insured against normal risks (fire, theft etc.) at their own expenses and no liability shall be attached to OGDCL in this respect.

**XVI**  
**NOTICE**

16.1 Any notice, request, demand, statement, call, question, intimation, reference or other communication under this Agreement shall be made in writing or by other rapid and effective means and shall be directed by registered mail, telex, facsimile or telegraph, email to the address of each of the Parties hereto, as follows:

**OGDCL**

OIL & GAS DEVELOPMENT COMPANY LIMITED  
OGDCL HOUSE, JINNAH AVENUE, BLUE AREA,  
ISLAMABAD.

GENERAL MANAGER (COMMERCIAL)

FAX NO. 051-\_\_\_\_\_

TEL NO. 051-\_\_\_\_\_

E MAIL: \_\_\_\_\_@ OGDCL.COM

**CONTRACTOR**

TRANSPORTER

\_\_\_\_\_

FAX NO. \_\_\_\_\_

TEL NO. \_\_\_\_\_

E MAIL: \_\_\_\_\_

Or at such other address as either Party shall from time to time formally intimate to the other Party for the purpose.

IN WITNESS WHERE OF the Parties hereto have set their respective hands upto Agreements on the date and place first mentioned herein above in the presence of the following witnesses:

For and on Behalf of  
Oil & Gas Development  
Company Limited, Islamabad.

Signature: \_\_\_\_\_

For and on Behalf of  
Contractor\_\_\_\_\_

Signature: \_\_\_\_\_

**Witness**

1.  
Name. \_\_\_\_\_

CNIC: \_\_\_\_\_

Signature: \_\_\_\_\_

2.  
Name. \_\_\_\_\_

CNIC: \_\_\_\_\_

Signature: \_\_\_\_\_

**Witness**

1.  
Name. \_\_\_\_\_

CNIC: \_\_\_\_\_

Signature: \_\_\_\_\_

2.  
Name. \_\_\_\_\_

CNIC: \_\_\_\_\_

Signature: \_\_\_\_\_