

Oil & Gas development Company Limited
Construction & Engineering Support Services Department

HIRING OF PRIVATE VEHICLES ON RENTAL BASIS.

Oil & Gas Development Company Limited (OGDCL) is the largest E&P listed company of Pakistan. The detail about the company can be obtained from web site <http://www.ogdcl.com>.

- 1- Sealed bids/quotations are invited from well reputed firms for hiring of vehicles (Diesel operated) under competitive single stage single envelope bidding procedure, as per PPRA rules.
- 2- Bidders may download TORs from OGDCL website www.ogdcl.com and obtain further information from the office Party chief EFP-V.

Terms and Conditions:-

- 3- D/Cabin 4x4 Pickups, Single cabin 4x2 Pickups, Hi-ace Van and Hi-ace Van converted into ambulance, to be supplied by the bidder and **vehicles should not be older than 2019 model complying with term & condition of TOR. Firm /contractor having required vehicles of model 2019 & complying with term & condition of TOR shall be considered responsive** The bidders must specify Make, Model, Year of manufacture, year of registration of the vehicle to be supplied in the bid.
- 4- **NTN and sale tax registered sole proprietor or firms or companies will be considered eligible to participate in bidding. (Mandatory)**
- 5- **In case of Joint venture /Association/ lease agreement, submit the copy of joint venture/lease agreement on judicial paper with the leading partner name.**
- 6- **Draft lease agreement (included in TOR) to be jointly signed by Party chief and contractor.**
- 7- **Item (category) wise financial evaluation will be done of vehicles.**
- 8- **Bidder to quote in one or more or all categories of vehicles.**
- 9- Financial evaluation to be carried out for each category separately. Bidders to provide bid security for each category separately.
- 10- Work order will be issued to technically responsive and financially lowest bidder in each category separately.
- 11- All types of repair, maintenance and replacement of Filters/engine oil will be responsibility of the contractor.

- 12- In case of its break down bidder will replace the vehicle on first simple and written notice without any arguments or litigation. In case of failure to replace the broken down vehicles within 03 days, Penalty of Rs, 5,000/per day will be imposed which will be deducted from monthly rent.
- 13- Vehicles with diesel engine are required. Only Diesel (HSD) will be provided by OGDCL as per running of vehicles.
- 14- The vehicles used for, will be in hygienic perfect mechanical and satisfactory working conditions. The contractor will also ensure that the vehicles are well maintained and their appearance both in interior and exterior is in excellent condition. All fittings and accessories should be in working condition.
- 15- Drivers for vehicles will be provided by bidder round the clock. The drivers must be literate with sound mental and physical body health& of good moral character, and must have valid CNIC and Driving License. Wages/salary and messing of driver will be borne by bidder, OGDCL will only provide accommodation facility.
- 16- The contractor will ensure that the papers of vehicles (Registration, road permit, tax and insurance documents and pollution / fitness certificate etc) are complete in all respect in accordance with government laws.
- 17- The rate quoted by the contractor will be monthly rent for vehicles at site and inclusive of all taxes, levies, cost of drivers, all maintenance and other expenditures including PST as quoted in BOQ. It will remain firm during the contract period. However toll taxes during travelling will be paid by OGDCL/location in charge.
- 18- Contractor will be responsible for any theft, accident or any fault in vehicle. No responsibility in this regard will be at OGDCL part.
- 19- OGDCL will not be responsible and no payments will be made against any sort of road mishap, accident, injury, death, force majeure or any unforeseen, loss and damage to the vehicles and driver /contractor employees, or any other person or installation due to vehicle.
- 20- The contractor will be responsible for commissions and omissions of any act, thing or deed of their employees, workmen etc and any claim arises to the company of third party will be settled by the contractor and in case of refusal of contractor to do so the company will settle compensation on behalf of contractor.
- 21- The vehicle will be used in the respective area of the Field Units or by the instruction of Location In-charge where required with in the country.

- 22- Contractor will be responsible for safety and security of the vehicles / and staff during movement in the entire contract period.
- 23- Contractor will be responsible for violation of traffic rules & misconduct of the drivers. OGDCL will have the right to demand replacement of a driver in case of misconduct or repeated violation of traffic rules.
- 24- Contract period for hiring vehicles for Field Units of C&ESS department OGDCL Islamabad will be **one year** from the date of agreement, which can be extended, with mutual consent.
- 25- Payment will be made through head office Islamabad to the contractor/firm, subject to income tax, Provincial tax or any other etc; deduction as per government rules, based on actual availability of vehicles during the month as verified by the location in-charge under provisions of the contract agreement. No advance payment will be admissible.
- 26- Any delay / interruption in supply of vehicles / replacement of vehicles or drivers as per TOR without any valid reason will be considered penalty on contractor. Penalty of Rs, 5000/per day will be imposed.
- 27- The contract may be terminated during contract period with of 01 month notice, if the services are no more required or the contractor fails to abide or violates the same or do not follow the instructions of the location in-charge or take no remedial / correction measures after receiving written notice from the location-in-Charge.
- 28- All pages of TOR, and other documents must be stamped and signed by the contractor or authorized representative who have authority letter in this regard. The Bid on behalf of a Joint venture will be signed by all the partners or by a authorized partner who have authority letter in this regard.
- 29- OGDCL reserves the right to accept or reject all bids. No claim will be made by the bidders participated in the bidding in this regard as per PPRA rule-33. Quantity of required vehicles can be increased or decreased at the time of hiring.
- 30- **Bid Security**
- i. Each bidder shall furnish as part of his bid, at the option of the bidder, bid security for Double **Cabin Rs.50,000/-, Single Cabin Rs.50,000/-, Hiace Van Rs.50,000/-, and Hiace Van converted into ambulance Rs.50,000/--** in form of bank draft / Call deposit / pay order in favour of employer (PC EFP-5) valid for a period upto 28 days beyond bid validity date. Cross Cheque / Insurance Guarantee / Swift Messages will not be acceptable.
 - ii. Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive. The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity. The Bid Security of the successful

bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.

- iii. The Bid Security may be forfeited if a bidder fails to fulfill agreed tender/contract terms and conditions as under
 - (a) if the bidder withdraws his bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity.
 - (b) if the bidder does not accept the correction of his Bid Price on account of error.
 - (c) In the case of successful bidder, if he fails within the specified time limit to:
 - (i) furnish the required Performance Security; or
 - (ii) sign the Contract Agreement.
 - (iii) Documents submitted by bidder were found forged during procurement/Tendering Process

31- **Performance Security.**

- i. The successful bidder shall furnish to the Employer a **Performance Security Rs. 1,000,000/-** within a period of 07 days after the receipt of Letter of Acceptance, at the option of the bidder, in the shape of Bank Draft/Call Deposit/Pay Order with the validity upon completion of services. In case of non-compliance Bid Security shall be forfeited. Crossed Cheque/Insurance Guarantee /Swift Message will not be acceptable. The Cost of complying with requirement of this sub Clause shall be borne by contractor.
- ii. In case the bidder fails to fulfill agreed Tender/contract terms & Condition by submitting Forged documents and based on forged documents he is declared Lowest Evaluated Responsive Bidder and these documents are noticed during execution of work , the bidder shall be liable to pay liquidated damages as per Terms and mechanism agreed in the tender . Where any loss or damages suffered by OGDCL due to any of aforementioned act of the bidder is more than the liquidated damages , the company will be entitled to mitigate /recover the losses through encashment of Bank Guarantee /Bid securities / Earnest money or Forfeiture of security furnished by bidder in other procurement cases

32- The contractor should provide the list of available vehicles along with all relevant information like ownership proof, lease agreement etc. along with the technical/financial bid.

33- Contractor may be asked with mutual consent to provide more vehicles at same terms and conditions, if running projects are increased and OGDCL requires more vehicles during the contract period. Similarly any vehicle can be de-hired if not required furthermore, and no claim of contractor for such vehicle will be admissible after de hiring.

34- The technical bid of the bidders will be considered responsive subject to the following:-

- i. Provision of vehicle documents (registration papers) of such no of vehicles as required in BOQ against the category for which the bidder is participating.
 - ii. Provision of name, CNICs and driving licenses of drivers for required number of vehicles as per BOQ.
 - iii. The model of vehicle to be provided by the bidder will be 2019 and above.
 - iv. NTN and Sale Tax Registration certificate of the bidder will be required.
 - v. Lease agreement, in case the vehicles are not owned by the bidder.
- 35- Financial Evaluation will be done on Least Cost Method against each item / category.
- 36- Bidders are advised to submit their bids at under mentioned addresses on the bid opening date and time mentioned against each;

**PC EFP-5 , Ganjo Takar Site area, near Jatoe Petrol Pump ,
Tando Muhammad Khan Road Hyderabad .**

Information regarding the bids may also be obtained from location in charge, telephone numbers of location in charge have mentioned above.

37. **Prospective bidder can down load tender document from OGDCL web site**

PERFORMANCE GUARANTEE

(Bank Guarantee Required as per OGDCL Format)

Guarantee No. _____
Executed on _____
Amount of Guarantee _____
Expiry date _____
Beneficiary: OGDCL, Islamabad

[Oil & Gas Development Company Limited, Islamabad]

Name of Guarantor (Bank) with
address: _____

(Scheduled Bank in Pakistan)

Name of Contractor with address: _____

Penal Sum of Guarantee (express in words and
figures) _____

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Contractor we, the Guarantor above named, are held and firmly bound unto the Oil and Gas Development Company Limited (OGDCL), Islamabad (hereinafter called the Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made Immediately and forthwith to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Contractor has accepted the Employer's above said Letter of Acceptance for the execution and completion of works for

_____ and hereto attached.

NOW THEREFORE, if the Contractor shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents and Contract/Agreement during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the demand for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably, unconditionally and independently guarantee to pay to the Employer immediately and forthwith upon the Employer's First and Simple written demand without cavil or arguments or question, query, objection and contestation and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written demand that the Contractor has refused or failed or annulled or suspended the contract/agreement or caused delay to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole absolute and final judge for deciding whether the Contractor has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection question, query and contestation any sum or sums up to the amount stated above upon first written demand from the Employer immediately and forthwith and without any reference or recourse to the Contractor, Account Party Principal or any other person.

The Guarantor Bank warrants, represents and confirms that this Bank is fully authorized, empowered and has all necessary corporate approvals and authority for issuance of this Bank Guarantee.

We further guarantee that any payment made hereunder shall be made free and clear of, and without deduction for or on account of, any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomever imposed.

The Covenants herein contained constitute unconditional, irrevocable, independent and direct obligations of the Guarantor. No alteration in the terms of the Contract or in the extent or nature of the work to be performed there under and no allowance of time by the Employer or other forbearance or concession or any other act or omission by Employer which but for this provision might exonerate or discharge the Guarantor shall in any way release the Guarantor from liability hereunder.

This guarantee is governed by and shall be construed in accordance with the laws of Islamic Republic of Pakistan.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto

affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Guarantor (Bank)

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)

1. Authorized Signature _____

2. Name _____

3. Title _____

Corporate Guarantor (Seal)

FORM OF BID

Bid Reference No: Hiring of vehicles for EFP-5 (C& ESS department).

**To, Party Chief
Engineering Field Party No. V (OGDCL)
C/O T.C.S Main Branch, Muhammadi Chowk,
Tando Muhammad Khan Road, Hyderabad**

Gentleman,

1. Having examined the TORs / Conditions of Contract for the provision of vehicles for EFP-5 C& ESS Department we, the undersigned, offer to supply the vehicles on monthly rent as desired in conformity with the TORs / Conditions of Contract.
2. We understand that all the appendices attached here to form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith Bid Security as desired and understand that in case of our failure to abide by the terms of the bid documents/ bid or violates the same our bid security may be forfeited and we may be entailed for temporary debarment / blacklisting for three years.
4. We undertake, if our Bid is accepted, we will provide the vehicles without any delay as per agreement/contract.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the supply of vehicles.
8. We understand that you are not bound to accept the lowest or any bid you may receive.

9. We understand that work order shall be issued for hiring of vehicles as per BOQ for 12 months and Performance Bond shall be in the form of **Bank Guarantee Rs. 1,000,000/-**. It will be provided to you within 10 days from the date of issuance of LOI.

Dated this _____ day of _____ 2023

Signature: _____

In the capacity of _____

Duly authorized to sign Bids for and on behalf of

(Name of Bidder in Block Capitals)

(Seal)

Address: _____

Witness:

Signature: _____

Name: _____

Address. _____

Occupation _____

OIL & GAS DEVELOPMENT COMPANY LIMITED

Engineering Field Party - V

Bill of Quantity

HIRING OF VEHICLES FOR EFP-V

Col.1	Col.2	Col.3	Col.4	Col.5	Col.6	Col.7	Col.8	Col.9
Sr. No	Description	Quantity	Period in Month	Estimated Rate (PKR) per month inclusive of all Applicable Taxes Inclusive of PST	Estimated Cost (PKR) inclusive of all Applicable Taxes Inclusive of PST Col.6 = (Col.3 X Col.4 X Col.5)	Percentage (%) above or below the estimated cost (to be quoted by contractor).	Amount (PKR) above or below the estimated cost Col.8=(Col.6XCol.7/100)	Quoted Cost incl all taxes Incl. PST (PKR) (Estimated Cost ± above or below quoted Amount) Col.9=(Col.6 plus or minus Col.8) Percentage / Amount quoted above to be added and Percentage / Amount quoted below to be subtracted from estimated cost.
1	Double Cabin Pick Up (Loaded) 4 X 4 with A/C (2500-3400 cc) model 2019 & above	6	12	250,000	18,000,000			
2	13 Seator, Hi-ace Van with A/C (2800 cc) or above. model 2019 & above	1	12	200,000	2,400,000			
3	Hi ace van 2800 CC or above, model 2019 & above with A/C , converted into Ambulance with all accessories and fittings as per SOPs	1	12	200,000	2,400,000			
4	Single cabin pick up 4x2 with A/C.2800 cc or above ,model 2019 & above	4	12	175,000	8,400,000			

Note:

1. Financial Evaluation / Award will be made on item basis/ category wise based on Least Cost Method. No claim of any bidder being lowest in Grand total for all vehicles will be entertained.
2. Bidder to quote in one or more or all categories of vehicles.
3. PST stands for Provincial Sales Tax and PKR stands for Pak Rupees.
4. Standard full rate of PST will be applicable. The bidder shall clearly mention if he is opting for reduced rate of PST and his bid shall be evaluated accordingly by adding reduced sale tax in their bid price, whereas, the bidder who opt for full rate of PST their bid will be evaluated excluding PST. No Change will be acceptable in the option of rate of PST after submission of the bid.
5. **The contractor being registered with respective revenue authority is entitled to charge applicable sales tax/PST over and above its bid price and will be responsible for the payment of such sales tax/PST to the respective revenue authority as per prevailing laws. OGDCL shall reimburse the amount of sales tax /PST to the concerned contractor based on valid payment documents of respective revenue authority.**
6. OGDCL shall withhold applicable income tax & PST as per prevailing withholding rules.
7. The estimated rate and amount given in the BOQ are inclusive of all applicable taxes Including PST .
8. Bidder(s) must submit complete tender documents as available on website and having duly stamped and signed at the time of submission of bid otherwise OGDCL reserves the right to reject the bid.
9. The above vehicle will be hired on AS and WHEN required basis. No claim will be entertained for the period for which no vehicle is required.
10. Firms/contractors having required vehicles of model 2019 & above & complying term & conditions of TOR shall be considered responsive .