

## TERMS OF REFERENCE (TOR) FOR HIRING OF CONTRACTOR FOR MATERIAL SHIFTING

Oil and Gas Development Company Ltd (OGDCL) is Pakistan's leading E&P sector company, having operations at above 50 locations and fields in all the four provinces. The detailed information about the Company can be obtained from its website [www.ogdcl.com](http://www.ogdcl.com).

OGDCL invites **TECHNICAL & FINANCIAL BIDS** under Single Stage One Envelope Basis for hiring of Contractor for Material Shifting. Details of the TOR is as under:

- i. The Contract shall be valid up to 30-06-2022 or till finalization of material transportation contract (whichever comes first) The contract can further be extended on same rates and terms & conditions with consent of both the parties (OGDCL and Transport Contractors).
- ii. The contractors shall lift the goods of the company at a notice of 24 Hrs conveyed to them by Phone/ e-mail/ fax/letter and if the contractor failed to do so the company shall be entitled to make alternate arrangements i.e to hire the transport from the open market from registered/un-registered transport firms at the risk and cost of the contractor (subject to final notice from OGDCL) and that the contractor shall be bound to pay the difference of cost at actual or shall be adjusted from the bills of the contractor.
- iii. The contractor shall be required to take full trailer/truck load for the journey. Where the views in this regard differ, final decision regarding the load to be carried will rest with the Head of Materials Management Department of the company and the same will be binding on the Contractor.
- iv. The contractor shall not load material of any company other than OGDCL on the trailers/trucks, which have been provided/loaded with OGDCL material. In case goods other than those provided by the OGDCL are found loaded on the vehicles of the Contractors during inspection by the Company representative, OGDCL will have the right to impose a penalty as it deems fit which includes forfeiture of Performance Bond and black listing as well.
- v. All the transport operations and their progress shall be checked by the Officer and Staff of Materials Management Department of the company and the contractors shall extend full cooperation to them as and when required by the Company.
- vi. The Contractor shall properly lash and pack all the material, equipment and accessories, loaded on to its trucks or trailers, as the case may be. Loading and unloading of material at the sites shall be supervised by Company. Proper tarpaulin and manila ropes, etc. shall be provided by the Contractor.
- vii. The Contractor shall provide laborers, drivers, cleaners or any other workers required in connection with performing its obligations under this Contract. Contractor shall hire such personnel exclusively at its own cost and risks. Contractor shall arrange for boarding/lodging of its personnel.
- viii. The Contractor shall not cause delay in the Company's work by diverting elsewhere its equipment or vehicles that dedicated for transporting Company's material and shall complete transportation of material within the time specified in Company's work order.
- ix. The Company will be allowed 8-10 daylight hours for winter & summer respectively for loading and unloading of the cargo.
- x. In case any vehicle of the Contractor is stuck-up, push and pulls arrangements will be the responsibility of Contractor and shall be made promptly in safe and secure manner by the Contractor. However, on written request by the Contractor, Company may provide this facility for a charge basis and subject to availability. The Contractor shall ensure trouble free movement of vehicles.



- xi. The material should reach the location without any delay en-route. Material if not reaches the location within below-mentioned specified time, the contractor has to pay penalty @ 1% per day of the freight amount after expiry of grace period:

Regions	Trucks	Flatbed	Lowbed	Grace Time
South	1-3 days	1-3 days	3-5 days	5 days
Center	3-5 days	3-5 days	5-7 days	7 days
North	6-7 days	7-10 days	10-12 days	12 days

- xii. The Contractor shall depute experienced and skilled crew and drivers for the transportation vehicles. The vehicles shall have safety belts for drivers and crew. The drivers shall abide by all the standard safety, security rules and regulations in general and those applicable in oil and gas industry in particular.
- xiii. The Contractor shall be liable to pay all Government levies, taxes and incidentals such as toll tax, etc. en-route.
- xiv. The Contractor will ensure that its equipment and vehicles are in good working condition, road worthy and fit for the purpose. Any breakdown of a vehicle or equipment shall be attended by the Contractor in a timely and prompt manner. In case of breakdown or any delay in arranging replacement vehicles or equipment within twenty-four (24) hours, alternate arrangements shall be made by Company at the risk and cost of the Contractor.
- xv. The Contractor will ensure that he has obtained and maintains all permits, approvals, licenses and authorizations required for rendering the services under applicable law. Contractor shall present such permits, licenses and authorization to the Company for inspection, upon request.
- xvi. The prices quoted by the successful bidder (contractor) for required services shall remain firm and final throughout contract period. Any increase/decrease in the fuel price i.e HSD (diesel) upto 15% by Government of Pakistan will not be considered for any subsequent adjustment in quoted rates. However, if diesel prices are increased/decreased beyond 15%, then increase/decrease in HSD will be accommodated (for remaining contract period) as per following percentages with reference to quoted rates (HSD price on the date of bid opening shall be taken as the basis for calculations):

Sr.#	% Increase/Decrease in HSD Price (Rounded to the Nearest)	% of Subsequent Adjustment w.r.t Quoted Rate
1.	15%	Nil
2.	16% - 20%	8%
3.	21% - 25%	10.5%
4.	26% - 30%	13%
5.	31% - 35%	15.5%
6.	36% - 40%	18%
7.	41% - 45%	20.5%
8.	46% - 50%	23%

- xvii. The Contractor shall submit the invoices for each material transportation immediately after completion of the assignment. The invoice shall be accompanied by copies of Delivery Notes and other necessary documents that are duly verified, signed and stamped by the authorized representative of the Company and shall confirm receipt of material in safe and sound condition. Payment shall be made within thirty (30) days of receipt of an invoice complete in all respects. Deductions of income tax or any other tax whether present or future from the invoices shall be as per prevailing laws.

- xviii. There shall be no mobilization and demobilization charges for trailers and trucks.
- xix. Standby and/or detention charges (if any) shall be paid as per approved rates on proper verification by the Company. Lowest Standby/Detention Charges of Technically Responsive Firm will be considered for all the transport firms.
- xx. Any fuel provided by Company or any repair work done on Contractor's equipment or vehicles by the Company or using the Company's resources or facilities shall be charged by Company as per actual expenditure.
- xxi. Contractor shall be liable to transport the material in proper condition in accordance with the Delivery Note ("DN") of Company and shall obtain a receipt to the effect duly signed and sealed by the Company's authorized representative. The Company's authorized representative shall make a note in the DN if any item is damaged, deficient or short delivered. On the basis of the note, the Company shall have the right to recover costs from the Contractor, for the lost, damaged, short or deficient items, and shall have the right to withhold or deduct such amount from the security amount or any amount which is due or may become due and payable to Contractor until such a time as the Contractor makes good of such damages, losses and deficiencies of equipment, etc, to the Company. The Company shall also have the right to avail remedy as provided under the law.
- xxii. The Contractor at his own cost shall seek permission from the concerned Government Departments, Agencies and/or Authorities including but not limited to the Highway Department, Electricity Department (WAPDA), Police, Municipal and Telephone Department, etc. in case of transportation of heavy and over dimension packages/loads of the material and accessories and Company may extend reasonable assistance.

Date: \_\_\_\_\_

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

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## BIDDER INFORMATION

01.	Name of Firm/ Company	
02.	Complete Address:	
03.	<b>Telephone Nos:</b> Office: Fax No: E-Mail Address:	
04.	No. of offices in Pakistan with Phone No., Fax No., E-mail & complete address (attach separate sheet). <b>Note:</b> Office at Karachi with Phone & Fax facilities is mandatory	
05.	Confirm your Firm/ Company is Sole Proprietary, Partnership or Company with Limited liability and attach attested copy of Registered Partnership Deed/ Memorandum/ Article of Association etc. whichever is applicable.	
06.	Confirm date of commencement of business and attach attested copy of Registration Certificate in case of Sole Proprietary or a Partnership firm.	
07.	Confirm names, addresses & telephone numbers of Proprietors/ Partners/ Directors of your company/ firm (attach separate sheet).	
08.	Confirm your tender participation is in the category of Trailers, Trucks, Cranes & Fork Lifters or All categories.	

09.	The firms/ transporters must possessed the required vehicles as per attached evaluation criteria.	
10.	State Registration Nos. Model/Year of Manufacture, Chassis & Engine Nos, and capacities of Trailers, Truck, Cranes & Fork Lifters (attach separate sheet).	
11..	Is your firm/company registered with any Government/Semi-Government Organization/E&P Company or with any other department of OGDCL? If so, state their name/ address & attached attested copies of the registration.	
12.	State separately the amount of business conducted during last calendar year with each department as mentioned in Sr. No. 11.	
13.	Confirm your willingness to allow verification of your performance and facts from references given by you?	
14.	Confirm present financial position of your organization and attach attested copies of the audited accounts for the last 03 years (if applicable).	
15.	Bank reference, attach Bank credit worthiness certificate in original.	
16.	<p>Is your organization registered with Income Tax Department? If so, attach attested copies of assessment of last three years, along with NTN certificate.</p> <p><b>Note:</b> Registration with Provincial Sales Tax/ ICT Tax authorities for Tax on Services is mandatory.</p>	

17.	<p>Confirm name of person &amp; designation with Telephone No, Cell No. and Fax No authorized to sign correspondence/ documents and tenders.</p> <p>a) Specimen Signature of the authorized person</p> <p>_____</p>	
18.	<p>Confirm that a committee or Rep of OGDCL will be allowed to visit the contractor's site to check the vehicles and verification of other information provided in/along with the Technical Bid.</p>	
19.	<p>Submit an affidavit along with the application to the effect that your transporter firm is not black-listed by any other Organization.</p>	
20.	<p>Any other relevant information you desire to provide.</p>	
21.	<p>In case, any of above information, is found incorrect, the contract awarded and the registration of the firm shall be treated as cancelled at any time, without assigning any reason and forfeiture of the Bid/ Performance Bond.</p>	

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## **OTHER IMPORTANT INFORMATION**

### **BIDDING METHOD:**

Bids against this tender are invited on 'Single Stage One Envelop' basis.

### **AMOUNT OF BID BOND:**

A lump sum Bid Bond /Bid Security will be PKR: 500,000/- which is to be attached / provided with the **Bid**. The bidders whose Security Money is already available with OGDCL need not to submit bid bond/money.

### **ONLINE PAYMENT:**

For online payment to vendors/contractors through (IBFT & LFT). Following info is required from your company:-

1. IBAN (INTERNATIONAL BANK ACCOUNT NUMBER 24 DIGITS).
2. VENDOR NAME AS PER TITLE OF THEIR BANK ACCOUNT.
3. NTN NO WITH INCOME TAX CERTIFICATE
4. CONTACT # OF COMPANY CEO/OWNER (MOBILE & LANDLINE).
5. POSTAL ADDRESS.
6. BANK NAME.
7. BANK BRANCH NAME & ADDRESS.



## TECHNICAL EVALUATION CRITERIA

Sr.#	Description	Minimum Qualification	Remarks						
01.	Minimum Experience as Registered Transport Company	05 Years	<table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">Less than 05 years Experience</td> <td style="text-align: right;">Zero Marks</td> </tr> <tr> <td>5-10 Years Experience</td> <td style="text-align: right;">15 Marks</td> </tr> <tr> <td>More than 10 Years Experience</td> <td style="text-align: right;">20 Marks</td> </tr> </table>	Less than 05 years Experience	Zero Marks	5-10 Years Experience	15 Marks	More than 10 Years Experience	20 Marks
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5-10 Years Experience	15 Marks								
More than 10 Years Experience	20 Marks								
02.	Minimum Turnover in last financial year	20 Million	<table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">Turnover Less than 20 Million</td> <td style="text-align: right;">Zero Marks</td> </tr> <tr> <td>Turnover 20-30 Million</td> <td style="text-align: right;">10 Marks</td> </tr> <tr> <td>Turnover More 30 Million</td> <td style="text-align: right;">20 Marks</td> </tr> </table>	Turnover Less than 20 Million	Zero Marks	Turnover 20-30 Million	10 Marks	Turnover More 30 Million	20 Marks
Turnover Less than 20 Million	Zero Marks								
Turnover 20-30 Million	10 Marks								
Turnover More 30 Million	20 Marks								
03	Minimum Requirement of Trailers registered/ leased in the name of the firm/company or in the name of its partners/directors. The leased vehicles should be from a Bank or Leasing Co. Lease from any other third party or individual will not be considered.	30 Nos	<table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">Less than 30 No Trailers</td> <td style="text-align: right;">Zero Marks</td> </tr> <tr> <td>30 No or More Trailers</td> <td style="text-align: right;">40 Marks</td> </tr> </table>	Less than 30 No Trailers	Zero Marks	30 No or More Trailers	40 Marks		
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30 No or More Trailers	40 Marks								
04.	Office setup with Phone & Fax	Office at Karachi is mandatory	<table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">No Office at Karachi or office at Karachi without Phone &amp; Fax facility</td> <td style="text-align: right;">Zero Marks</td> </tr> <tr> <td>Office at Karachi with Phone &amp; Fax facility</td> <td style="text-align: right;">10 Marks</td> </tr> <tr> <td>Office at Karachi and other cities with Phone &amp; Fax facility</td> <td style="text-align: right;">20 Marks</td> </tr> </table>	No Office at Karachi or office at Karachi without Phone & Fax facility	Zero Marks	Office at Karachi with Phone & Fax facility	10 Marks	Office at Karachi and other cities with Phone & Fax facility	20 Marks
No Office at Karachi or office at Karachi without Phone & Fax facility	Zero Marks								
Office at Karachi with Phone & Fax facility	10 Marks								
Office at Karachi and other cities with Phone & Fax facility	20 Marks								

### MANDATORY REQUIREMENTS:

Registration with Income Tax	NTN Certificate is required.
Income Tax Returns	Last 03 Years Income Tax Returns are required.
Affidavit regarding non-blacklisting of Company by any other Organization.	Affidavit on non-judicial stamp paper is required.

### Note:

**Minimum Qualifying Marks for each Category (Trailers, Trucks, Cranes & Fork Lifters) will be 75 Marks**



**CATEGORY: TRAILERS FLAT BED**

S.NO.	LOCATION	20 Tons	25 Tons	40 Tons	Standby/ Detention Charges
		40'-45' Long Flat Bed			
<b>A</b>	<b>Karachi Port To</b>				
1	Khadeji (OGDCL)		N/A		
2	KBS, Korangi (OGDCL)				
<b>A1</b>	<b>Karachi Port To/ (with Loaded Container and back with Empty Container to any Container Yard in Karachi region/Port Bin Qasim) Round Trip</b>				
3	KBS, Korangi (OGDCL)				
<b>B</b>	<b>Port Bin Qasim to</b>				
4	Khadeji (OGDCL)				
5	KBS, Korangi (OGDCL)	N/A	N/A		
<b>B1</b>	<b>Port Bin Qasim to/ (with Loaded Container and back with Empty Container to any Container Yard in Port Bin Qasim/Karachi region) Round Trip</b>				
6	Khadeji (OGDCL)		N/A		
<b>C</b>	<b>Karachi Port/ Port Qasim/ Warehouses (KBS,KDS &amp; WW) To</b>				
7	Dakhni				
8	Nashpa (Kohat)				
9	Dhodak Plant				
10	Qadirpur/ Maru Reti/ Engg Field Party-4 Qadirpur				
11	Kunnar/KPD		N/A		
<b>C1</b>	<b>Karachi Port/ Port Qasim/ Warehouses (KBS,KDS &amp; WW) To (with Loaded Container and back with Empty Container to any Container Yard in Port Bin Qasim/Karachi region) {Round Trip}</b>				
12	Dakhni				
13	Nashpa (Kohat)		N/A	N/A	
14	Qadirpur/ Maru Reti/ Engg Field Party-4 Qadirpur				
15	Kunnar/KPD		N/A	N/A	

**CATEGORY: TRAILERS LOW BED**

S.NO.	LOCATION	25 Tons	50 Tons	Standby/ Detention Charges
		Long Low Bed	Long Heavy Low Bed	
		Dimension of Pkg up to 33'x10'x12' (LWH)	Dimension of Pkg up to 40'x10'x12' (LWH)	
<b>A</b>	<b>Karachi Port To</b>			
1	Khadeji (OGDCL)			
2	KBS, Korangi (OGDCL)			
<b>B</b>	<b>Port Bin Qasim to</b>			
3	Khadeji (OGDCL)			
4	KBS, Korangi (OGDCL)			
<b>C</b>	<b>Karachi Port/ Port Qasim/ Warehouses (KBS,KDS &amp; West Wharf) To</b>			
5	Nashpa (Kohat)			