



**OIL & GAS DEVELOPMENT COMPANY LIMITED**  
**MATERIALS MANAGEMENT DEPARTMENT**  
**HEAD OFFICE, ISLAMABAD**

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

01.	Name of Firm/ Company	
02.	Complete Address:	
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 Registration/ Enlistment desired for the category of Trailers, Trucks, Cranes & Fork Lifters or all.	



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09.	The firms/ transporters must possess 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.	Confirm willingness to pay Security Deposit (Refundable) of Rs. 500,000/- for Trailers, Rs. 100,000/- for Trucks and Rs. 50,000/- each for Cranes and Fork Lifters at the time of signing the contract. Without security deposit the firm will not be registered.	
12.	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.	
13.	State separately the amount of business conducted during last calendar year with each department as mentioned in Sr. No. 12.	
14.	Confirm your willingness to allow verification of your performance and facts from references given by you?	
15.	Confirm present financial position of your organization and attach attested copies of the audited accounts for the last 3 years (if applicable).	



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16.	Bank reference, attach Bank credit worthiness certificate in original.	
17.	Is your organization registered with Income Tax Department? If so, attach attested copies of assessment of last three years, along with NTN certificate.  <b>Note:</b> Registration with Provincial Sales Tax/ ICT Tax authorities for Tax on Services in mandatory.	
18.	Confirm name of person & designation with Telephone No, Cell No. and Fax No authorized to sign correspondence/documents and tenders.  a) Specimen Signature of the authorized person  _____	
19.	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 application.	
20.	Attach Pay Order/ Demand Draft for Rs.20,000/- in favor of OGDCL as Registration/Processing Fee (Non-refundable).	Pay Order/ Demand Draft No. _____ dated _____ Issuing Bank _____
21.	Submit an affidavit along with the application to the effect that your transporter firm is not black-listed by any other Organization.	
22.	Any other relevant information you desire to provide.	



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23.	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 registration fee.	
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Signature with Name,  
Designation & Official Seal of  
the Company/Firm

**Witness:**

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

Name:  
CNIC #:

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

Name:  
CNIC #:

## **TERMS & CONDITIONS**

### **1. TERM**

The pre-qualification shall be valid for terms of 02 years i.e w.e.f 01-02-2018 to 31-01-2020 unless terminated earlier by either Party pursuant to the provisions hereof. The Parties may mutually agree in writing to extend the term of this pre-qualification on the same terms and conditions as contained herein.

### **2. CONTRACTOR OBLIGATIONS**

- i. The contractors shall lift the goods of the company at a notice of 24 Hrs conveyed to them by Phone or 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.
- ii. 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. In case more load than the capacity is carried then the cost of extra than capacity load will be calculated on Pro-rata basis.
- iii. 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 security deposit and black listing as well.
- iv. 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 all cooperation to them as and when required by the Company.
- v. 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.
- vi. 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.

- vii. 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.
- viii. Contractor is required to deliver the material within 40 KMs radius of a desired location.
- 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 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.

<b>Regions</b>	<b>Trucks</b>	<b>Flatbed</b>	<b>Lowbed</b>	<b>Grace Time</b>
<b>South</b>	1-3 days	1-3 days	3-5 days	5 days
<b>Center</b>	3-5 days	3-5 days	5-7 days	7 days
<b>North</b>	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.

**3. CONTRACTOR REPRESENTATIONS AND WARRANTIES**

- i. The Contractor warrants and represents 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.

- ii. The Contractor warrants, represents and firmly undertakes that it shall be responsible for all acts and omissions of its employees, representatives or any one claiming through it.
- iii. Contractor warrants and represents that it has obtained and 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.

#### 4. PAYMENT TERMS

- i. The rates approved by the OGDCL will be firm and final for the 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 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):

<b>Sr.#</b>	<b>% Increase/Decrease in HSD Price (Rounded to the Nearest)</b>	<b>% of Subsequent Adjustment w.r.t Quoted Rate</b>
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%

- ii. 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 that is 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.
- iii. Mobilization and demobilization charges shall be admissible (only for cranes and fork lifters) for all locations except for West Wharf Store and Karachi Port. There shall be no mobilization and demobilization charges for trailers, trucks and light vehicles.
- iv. OGDCL shall provide HSD for Cranes & Fork Lifters only at field locations; however, transport shall responsible for arrangement of HSD for Karachi Warehouses (West Wharf, KBS & KDS) and Seaports.
- v. Standby and/or detention charges (if any) shall be paid as per approved rates on proper verification by the Company.

- vi. Any fuel provided by Company other than for Cranes & Fork Lifters at field locations, 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.

## **5. SECURITY DEPOSIT**

- i. The contractor shall pay security deposit of Rs. 500,000/- for Trailers, Rs. 100,000/- for Trucks and Rs. 50,000/- each for Cranes and Fork Lifters, which will remain in the custody of the Company for the duration of the contract 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.
- ii. The security deposit shall not be refunded to the enlisted transporter if the transport contractor decides to discontinue the business at any time during the currency of the contract. A three-month notice is required to be served on OGDCL before discontinuation of business. The security deposit shall be refunded after completion of one year.

## **6. DELIVERY NOTE**

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

## **7. COMPANY DISCLAIMER**

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

## **8. INDEMNIFICATION**

- i. Contractor shall at all times during the term of this Contract and thereafter, indemnify and hold harmless the Company, its directors, officers and employees against all losses and claims for injuries or damage to any person or property arising from Contractor's performance of Services or in consequence of this Contract; or any act or omission of any of its employees



and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or any litigation, or other legal proceedings filed or instituted by the personnel employed by the Contractor or any of them collectively or individually or by any other party on their behalf.

- ii. Contractor shall indemnify Company against any claim which might occur due to any failure by Contractor to comply with any legal, statutory and contractual obligations regarding the taxes, duties, fees, levies or other charges whether present or future, including taxes or income in Pakistan.
- iii. In the event that the Contractor refuses or fails to indemnify the Company as per provisions of this Clause 08, the Company shall deduct the amount involved either from the Security Deposit or from any sum which may be due to the Contractor.

## **9. CONTRACTOR DEFAULT**

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

## **10. TERMINATION**

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

## **11. NOTICES**

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

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

CONTRACTOR:

Title:

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-----,

-----Islamabad

Telephone

Facsimile

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

## **12. PERMITS, LICENSE AND AUTHORIZATION**

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

## **13. CONFIDENTIALITY**

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

## **14. TAXES**

- i. Contractor shall be responsible to pay all taxes on its income under the Contract and under the laws of Pakistan. Any taxes, duties, fees, levies and other relevant charges, present or future, assessed and payable by the Contractor and/or by the personnel deputed by the Contractor in connection with the Services performed hereunder shall be the exclusive responsibility of the Contractor.
- ii. Taxes shall be deducted by the Company at source. Company shall have the right, as provided under the law, to meet its obligations and in particular to deduct from the payment due to the Contractor income tax, withholding tax or any other tax at source at the rates prevailing from time to time, or such reduced rates as may be fixed by the taxation authorities, Contractor shall supply the Company with documentary evidence of any reduced rates and payment of such amount to the appropriate authorities.

- iii. Contractor shall be liable to pay all government levies and/or duties en- route.

## **15. FORCE MAJURE**

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

## **16. DISPUTE RESOLUTION**

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

## **17. ASSIGNMENT**

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

**18. MODIFICATION**

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

**19. GOVERNING LAW**

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

**20. WAIVER**

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

The above terms & conditions of OGDCL are accepted

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

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

**Witness:**

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

Name:  
CNIC #

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

Name:  
CNIC #



# OIL & GAS DEVELOPMENT COMPANY LIMITED

## MATERIALS MANAGEMENT DEPARTMENT

### EVALUATION CRITERIA

01.	Minimum Experience as Registered Transport Company	05 Years	Less than 05 years Experience      Zero Marks 5-10 Years Experience                15 Marks More than 10 Years Experience      20 Marks
02.	Minimum Turnover in last financial year	20 Million	Turnover Less than 20 Million      Zero Marks Turnover 20-30 Million                10 Marks Turnover More 30 Million              20 Marks
03.	Minimum Requirement of Flatbed Trailers for pre-qualification.	Flatbed (20-25 & 40 Ton) = 30 Nos	Less than 30 No Trailers              Zero Marks 30 No or More Trailers                40 Marks
	Minimum Requirement of Lowbed Trailers for pre-qualification.	Lowbed (25-50 Ton) = 08 Nos	Less than 08 No Trailers              Zero Marks 08 No or More Trailers                40 Marks
	Minimum Requirement of Trucks for pre-qualification.	Trucks (including long chasis) = 12 Nos	Less than 12 No Trucks                Zero Marks 12 No or More Trucks                 40 Marks
	Minimum Requirement of Cranes for pre-qualification	Cranes (up to 50 Ton) = 03 Nos	Less than 03 No Cranes                Zero Marks 03 No or more Cranes                 40 Marks
	Minimum Requirement of Fork Lifters for pre-qualification	Fork Lifter (up to 05 Ton) = 03 Nos	Less than 03 No Fork Lifter          Zero Marks 03 No or more Fork Lifter            40 Marks



## OIL & GAS DEVELOPMENT COMPANY LIMITED MATERIALS MANAGEMENT DEPARTMENT

04.	Office setup with Phone & Fax	Office at Karachi is mandatory	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
07.	Registration with Income Tax	NTN Certificate is required.	Mandatory Requirements
08.	Pay Order/ Demand Draft for Rs.20,000/- in favor of OGDCL as Registration/Processing Fee (Non-refundable).	Pay Order/ Demand Draft as processing fee is required.	
09.	Income Tax Returns	Last 03 Years Income Tax Returns are required.	
10.	Affidavit regarding non-blacklisting of Company by any other Organization.	Affidavit on non-judicial stamp paper is required.	

**Minimum Qualifying Marks for each Category (Flatbed Trailers, Lowbed Trailers, Trucks, Cranes & Fork Lifters) = 75 Marks**