



OIL & GAS DEVELOPMENT COMPANY LIMITED
PROCUREMENT DEPARTMENT (LOCAL), ISLAMABAD
SCHEDULE OF REQUIREMENT

Material : **DRINKING WATER**

Due Date:

Tender Enquiry No: **PROC-LC/PT/PRD-17478**

Bid Bond Value : 87,000/-

EVALUATION WILL BE CARRIED OUT ON FULL

Attachment(if any) : **YES**

Sr No	Description	Quantity	Make/Brand offered	Unit	Unit Price (PKR) Inclusive Of All Taxes Except GST	Unit Price (PKR) Inclusive of GST	Total Price (PKR) Inclusive of GST	Delivery Period Offered	deviation from Tender Spec. If Any
1	DRINKING WATER (PER BOTTLE 19 LITTER)	25550		Number					

Special Note:- The prospective bidders also download the master set of Tender Document

- The prospective bidders may keep in touch with OGDCL web site for downloading the clarifications/amendments (if any) issued by OGDCL.
- (1) DELIVERY 19 LTR/BOTTLE & 70 BOTTLES PER DAY FOR (ONE YEAR) (2) DELIVERY ON KPD-TAY/KUNNAR PLANT.(3) PAYMENT ON MONTHLY AFTER SATISFACTORY REPORT.

Discount (if any) shall only be entertained on Schedule of Requirement of Bidding Document (Financial Proposal). If the discount is mentioned elsewhere in the bid, the same shall not be entertained.



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Mandatory Checklist

Please confirm the compliance of the following mandatory information along with the bid(s) (failing which bids(s) will not be accepted)

Documents	To be Attached with the Technical/Financial Bids	Compliance	
		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Original Bid Bond	Technical Bid	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Copy of NTN Certificate	Technical Bid	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Copy of GST Certificate	Technical Bid	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Confirmation that the Firm is appearing on FBR's Active Taxpayer List	Technical Bid	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Duly signed and stamped Annexure-A (Un-priced)	Technical Bid	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Duly filled, signed and stamped Annexure-B	Technical Bid	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Duly filled, signed and stamped Annexure-D	Technical Bid	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Duly filled, signed and stamped Annexure-L on Company's Letterhead	Technical Bid	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Duly signed and stamped Annexure-M on Company's Letterhead	Technical Bid	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Duly signed and stamped Annexure-N on Non-Judicial Stamp Paper duly attested by Notary Public	Technical Bid	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Duly filled, signed and stamped Annexure-A (Priced)	Financial Bid	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Duly filled, signed and stamped Annexure-C	Financial Bid	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Duly filled, signed and stamped Annexure-E	Financial Bid	Yes <input type="checkbox"/>	No <input type="checkbox"/>



KPD-TAY GAS & LPG PROCESSING PLANT



DRINKING WATER SUPPLY TENDER

SCOPE OF WORK

DOCUMENT NO:	TBA	DATE:	29-08-2018	REV	0
DOCUMENT TITLE:	DRINKING WATER SUPPLY TENDER SUPPLY SCOPE OF WORK	REV DESCRIPTION:	ISSUED FOR TENDER		

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1. INTRODUCTION

Oil and Gas Development Company Ltd (OGDCL) is Pakistan's National Oil & Gas Exploration and Production Company. OGDCL is currently operating Country's largest Oil & Gas Sector.

KPD-TAY Gas & LPG Processing Plant is one of the OGDCL assets, located in Hyderabad District approx 25 km away from Hyderabad and nearly 195 km from Karachi, Sindh Province. The gas plant is in operation and OGDCL employees are residing within the close proximity of plant.

The plant is located near TANDO-JAM and the access road branches-off from Hyderabad – Mirpurkhas main Road. The access road to plant is black-topped in good condition and being used for LPG Tankers and Oil Tankers transportation on daily basis) (refer link for plant location map)

<https://www.google.com/maps/place/Kunnar+LPG+Plant+%26+Oil+Field/@25.4006602,68.5560658,12.75z/data=!4m5!3m4!1s0x0:0x3e7b3170875b85bc!8m2!3d25.3816779!4d68.5820995>



Figure 1: Location of the Plant

2. SCOPE OF SUPPLY

OGDCL desires to engage a proven drinking water Producing/ Manufacturing /Production Company to supply bottled drinking water for KPD-TAY Plant Employees. The water will be supplied at Kunnar Camp and KPD-TAY Gas Plant premises in accordance with directions by OGDCL representative(s).

The Water Supply Company must meet the following drinking water quality requirements in accordance with WHO standards.

Sr. No.	Parameters	Unit	Standards
01	pH	6.5 to 8.5
02	Colour	HU	< 05
03	TDS	Mg/L	300
04	Total Hardness	Mg/L	60 - 120

05	Chloride	Mg/L	< 200
06	Sulphate	Mg/L	< 250
07	Iron	Mg/L	0.1
08	Turbidity	NTU	1.5
09	Manganese	Mg/L	0.5
10	Aluminium	Mg/L	0.1
11	Copper	Mg/L	--
12	Lead	Mg/L	0.01
13	Zinc	Mg/L	--
14	Fluoride	Mg/L	0.5
15	Chlorine	Mg/L	0.5 – 1.5
16	E-Coli	%	Absent

2. WATER SUPPLY VOLUME

The tentative required volume of water will be approximately 70 bottles (each 5 gallon) per day. The requirement of water may increase or decrease in proportion to people onboard. The up to date information on the required quantity of bottles will be communicated to Water Supply Company on as and when required basis by OGDCL representative(s).

3. SUPPLY CONTRACT DURATION

The water supply contract duration will be for ONE YEAR starting from issuing Letter of Intent and/or Work Order/ Purchase Order.

4. WARRANTIES AND GUARANTEES

OGDCL will be free to test the samples of drinking water supplied by the supplier at any time from any independent/ third party source.

5. PENALTIES

In case of deficiency in service or quality of water, OGDCL reserves their right to Cancel the contract and forfeit the performance security at any time after award of contract. Compensation, if any, in case of any loss of health of employee on account of water borne diseases occur due to intake of water supplied by the contractor, will be the responsibility of Water Supply Company.

In case of short and/or delayed delivery, leading to unavailability of water at Camp and/or plant site, OGDCL will deduct 10% of invoiced amount for that particular lot, which will be delayed by Water Supply Company.

NOTE: Water Supply Company will officially communicate their traceable contact details (email) to OGDCL, which will be used to communicate the requirement of water on need basis.

6. GENERAL TERMS AND CONDITIONS

1. Water Supply Company must be registered with Sales Tax Department.
2. Water Supply Company should be authorized distributor of the brand of water which proposed to supply and copy of authorized distributor ship may be furnished with technical bid quotation.
3. Water Supply Company should have sufficient experience for similar type of work latest 10 years in big cities.
4. The price will be fixed for the entire duration of contract period.

7. ELIGIBILITY CRITERIA FOR BIDDERS

The Bidders/ suppliers, who do not maintain their own water treatment/ processing / preservations/ storage facility, will not be allowed to bid for this tender.

The stockists who don't have their own water processing/ treatment and bottling plant are not eligible to bid for this tender.

8. SUPPLY CHAIN QUALITY MANAGEMENT REQUIREMENTS

The Water Supply Company will ensure flawless and highest quality of supply chain management to ascertain the supply of original quality water up to delivery at destination without any tempering and violation, which can potentially lead to impact on water quality.

The Bidders/suppliers, who do not maintain their own water treatment, processing preservation, storage facility and supply chain fleet will not be allowed to bid for this tender.

9. BIDDING PROCESS

The bidding and evaluation process will be comprised of following procedure/steps

- Bidders will submit Technical and financial bids in two separate sealed envelopes clearly stating Technical and commercial.
- In first step, only technical bids will be opened and OGDCL will conduct technical evaluation to determine technical compliance of each bidder.
- Subsequently, commercial bids will be opened for technically compliant bidders only.

10. TECHNICAL BIDS SUBMISSION

Bidders are required to submit following documents along with technical bids:-

- Lab test report from well known third party laboratory/testing facility for water sample, which Company is producing on their water treatment/ processing/ bottling plant and from where water will be supplied to OGDCL (in case of contract award)

- Provide a list of clients and references along with email address and phone numbers, for which successful supplies of bottled water has been and/or being provided by the bidder.
- Provide the description of water purification plant along with brief process outline to demonstrate the standard and quality of processing plant.

11. COMMERCIAL BID SUBMISSION

Commercial bids will be submitted in separate sealed envelopes in accordance with the Annexure-1. Commercial bids will only be opened after completing the technical bids evaluation process.

12. EXCEPTIONS, DEVIATIONS AND EXCLUSIONS

Refer Annexure-2. Bidders are required to please clearly define the exceptions, deviations, and exclusions, if bidder wants to claim against any part of this document.

ANNEXURE-1

COMMERCIAL BID FORMAT

SR. NO	SCOPE OF WORK	COST ON LUMP SUM BASIS	NOTES
		TOTAL PAK RS.	
1	Cost of Water/ BOTTLE including delivery at Kunnar Camp and KPD-TAY Gas Plant premises		
	TOTAL BID VALUE		

Note:

1. Company reserves the right to delete, amend, modify or cancel the contract even after award.
2. Quoted prices shall be inclusive of all taxes, duties, levies, and charges. ICT/PST (which ever applicable) on services shall be quoted as separate line item accordingly to applicability on each line item on the basis of province wherein the services are being rendered.
3. The amount of bid bond should be 02% of the quoted value. The Bid and Bid Bond validity requirements to be referred from Financial Bid Requirements section.
4. The Water Supply Company may choose to deliver water on daily basis or on alternate day basis or other suitable frequency, without causing short of water bottles at the Camp and plant site. The frequency of supply will be approved by OGDCL and the Water Supply Company will be bound to follow OGDCL instructions in this regard.

ANNEXURE-2

EXCEPTIONS, DEVIATIONS AND EXCLUSIONS

NOTES:

1. Bidders to please submit detailed Exceptions, Deviations and Exclusions (Including those related to Financial bid, in un-priced format) along with Technical Bids under this Annexure .
2. No further exception will be allowed to the Bidder, if asked after award of Contract, but not mentioned this annexure.
3. In case of no exceptions, bidders to please mention " **NO EXCEPTIONS, DEVIATIONS AND EXCLUSIONS UNDER ANNEXURE 2**".

ANNEXURE-3

TECHNICAL BIDS EVALUATION CRITERIA

NOTES:

1. This criterion is developed specifically for Drinking Water Tender and explicitly focussed on sustainable quality assurance of drinking water supply.
2. The commercial bids of technically qualified bidders will be opened only.

**Drinking Water Tender
Technical Bid Evaluation Criteria**

Sr. No.	Criteria	Qualification Points	Requirement/ Reference
1	Drinking Water quality must meet standards of PSQCA, NSF and WHO.	20	<p><u>Bidders to submit:</u> 1.1 PSQCA OR NSF OR WHO valid/ up to date registration certificate.</p> <p><u>NOTE:</u> Bidders must obtain 20 points to achieve technical bid compliance requirement.</p>
2.	<p>Firm must have facility as follows to process bottled water for drinking purposes.</p> <ol style="list-style-type: none"> 1. Source receiving inspection 2. Activated Carbon Filtration 3. Polishing Filters 4. Water Storage & Monitoring 5. Micro Filtration 6. Ozone Disinfection 7. Packaging Control 8. Guarantees Quality 9. Pre Filtration 10. Softener 11. Demineralization process 12. Mineral addition 13. UV Disinfection 14. Bottling Control 	40	<p><u>Bidders to submit:</u> 2.1 installation evidence & Inspection reports for overall facilities from source water inspection to Production. Including Filtration, Storage & Monitoring, De-mineralization UV Disinfection, Mineral addition and bottling control facility</p> <p><u>NOTE:</u> Bidders must obtain 40 points to achieve technical bid compliance requirement.</p>
3.	<p>Bottles must be PET (Polyethylene terephthalate) material as per international standard.</p> <p>Bidders to confirm if their bottles will be Polyethylene Terephthalate</p>	15	<p><u>Bidders to submit:</u> 3.1 Certificate of Bottle material from manufacturer.</p> <p><u>NOTE:</u> Bidders must obtain 15 points to achieve technical bid compliance requirement.</p>

4.	Firm is already supplying bottled drinking water to any other E&P, Petrochemical, Corporate level organizations such industrial complexes, Financial institutes, hospitals etc. etc. or any other facility like OGDCL.	10	<p><u>Bidders to submit:</u> 4.1 Agreement copies or other related documentary proofs for supplying of water to other organizations <u>NOTE:</u> Bidders must obtain 10 points to achieve technical bid compliance requirement.</p>
5.	<p>Bidder maintaining their own water treatment, processing, preservation, storage facility and supply chain fleet for</p> <p>Minimum 10 years ----- 5 Point Minimum 15 years ----- 15 Point</p>	05 points or 15 points	<p><u>Bidders to submit:</u> 5.1 Documentary proofs for their running business. <u>NOTE:</u> Bidders must obtain 05 points to achieve technical bid compliance requirement.</p>
Total Points		100	
<p><u>TECHNICAL QUALIFICATION NOTES:</u> Bidders must obtain 90 points to qualify as "Technically Compliant"</p>			

DRAFT CONTRACT

CONTRACT NO. _____
FOR PURCHASE OF _____

THIS Contract for *Purchase of* _____ *and/or allied services* is made at Islamabad as of this _____ for execution, by and between

Oil & Gas Development Company Limited a corporate body having its head office at OGDCL House, Jinnah Avenue, Sector F-6, Islamabad (hereinafter referred to as the "Company" which expression shall include its successors and assigns) and

M/s _____ having its office at address _____ (hereinafter referred to as the "Contractor" which expression shall include its successors and assigns)

Contractor and Company may hereinafter be collectively referred to as the "Parties" and each individually as a "Party".

WHEREAS, The Company is desirous of *purchase of* _____ and/or allied services under _____ contract for a period of _____. The effective date of this Contract shall be w.e.f. _____.

AND WHEREAS, the Company invited bid for purchase of _____ and/or allied services through Tender Enquiry No. _____ and the Contractor through its Bid No..... dated warrants and represents for *sale of* _____.

NOW THEREFORE, in consideration of the promises and mutual undertaking and covenants hereinafter set forth, the Parties hereby agree as follows:

1. SCOPE OF SUPPLY:

Description of **TOR**.

2. TERM:

The initial term of this Contract shall be _____ **effective from** _____ unless otherwise earlier terminated under the provisions hereof. Any extension in the term of Contract will be subject to mutual consent of both the parties.

3. CONTRACT DOCUMENTS:

The following documents shall be deemed to form and be read and construed as integral part of this Contract:

- (a) This Contract.
- (b) Company's LOI.
- (c) Company's Tender documents.

- (d) Contractor's Technical & Financial bid and all correspondence/clarifications/ confirmations made thereafter.

Any inconsistency between the above documents of this Contract shall be resolved by giving precedence in the order in which they are listed above.

4. PRICING TERMS:

- 4.1 The cost of material and/or allied services under this Contract shall be provided/supplied at a Cost of PKR _____ inclusive of all applicable taxes and duties as per Clause 5 of this Contract. The pricing detail is as under:-

SR. #	DESCRIPTION	UNIT OF MEASUREMENT	RATE PKR	TOTAL COST PKR

- 4.3 All prices charged under this Contract shall remain firm during the period of this Contract.
- 4.4 OGDCL shall issue Purchase Orders from time to time against which the Contractor will have to deliver the _____ material as well as allied services against the requisitions made by the Purchaser on as and when required basis.

5. TAXES AND DUTIES:

- 5.1 All taxes on the income or payments to the Supplier(s) arising accruing or resulting under the Purchase Order(s) whether present or future, assessed or payable, inside or outside Pakistan shall be the exclusive responsibility of the Supplier(s). Company, in order to discharge its responsibilities as withholding agent shall withhold income tax from the payments to the Supplier(s) within the Purchase Order value at the rates applicable at the time of payments.
- 5.2 Sales tax on goods and allied services is applicable in Pakistan under federal/provincial sales tax laws. The Supplier(s) being registered with respective federal/provincial revenue authority of Pakistan is entitled to charge applicable sales tax over and above its bid price and will be responsible for the payment of such sales tax to the respective revenue authority as per the prevailing federal/provincial sales tax laws. OGDCL being the withholding agent from the Supplier(s) (whether registered or un-registered) shall withhold, wherever applicable, as per respective sales tax withholding rules.
- 5.3 The Supplier(s) shall be responsible for income tax and all other taxes levied on the Supplier(s), their social security obligations and contributions regardless of whether such contributions are levied on Purchaser in Pakistan.
- 5.4 The Supplier(s) shall keep the OGDCL informed of the steps taken by it to discharge the tax obligations under the Purchase Order(s) and provide supporting documents whenever required by the OGDCL.
- 5.5 The Supplier(s) shall indemnify the OGDCL against any claim which might occur due to non-compliance by the Supplier(s) of any legal obligation regarding taxes, duties, fees, levies, or

- other charges, including taxes on income and sales tax in Pakistan and any other payments due to the Federal or Provincial Governments, their agencies or any other relevant authority.
- 5.6 Under the auspices of COMPANY, Supplier(s) shall be exempt from customs duties in excess of 5% and valorem leviable under first Schedule to the Pakistan Customs Act 1969 and the whole of sales tax leviable under Sales Tax Act, 1990 on import of consumable and or non-consumable materials, machinery & equipment not manufactured locally and or in excess of 10% ad valorem as are manufactured locally required for operations under this Purchase Order as per the provision given under SRO 678(I)/2004 and any changes thereto that may come into effect from time to time.
- 5.7 All clearing and brokerage charges incurred shall be to the account of Supplier(s).
- 5.8 The above clauses relating to payment of taxes would prevail notwithstanding a contrary expression reflected in any other clause of the Purchase Order.

6. PAYMENTS:

All the payments of _____material and/or allied services shall be made after delivery as per mechanism mentioned in Clause 5 of the terms and conditions of the Local Purchase Order.

7. CONTRACTOR'S OBLIGATIONS:

- 7.1 The Contractor warrants and represents that all Supply of Explosive Material and allied services provided under this Contract shall be in accordance with good industry practice and the Contractor shall use every reasonable means for efficient and timely performance of the Contract.
- 7.2 The Contractor shall secure and maintain during the performance of this Contract, all licenses, permits, authorization and certification required under the laws of Pakistan and applicable to Contractor. Company has the right to inspect such licenses, permits, authorization and certificates and the Contractor shall forthwith comply with such request.
- 7.3 Contractor shall employ and depute for the execution of Supply of Explosive Material and allied services, persons who are careful, skilled and experienced in their profession. The Company' shall have the right to ask the Contractor to replace any person employed by the Contractor for execution of Contract who, in the sole opinion of Company, misbehaves, is incompetent or negligent in the performance of his duties or fails to conform with any particular provisions with regard to safety which may be set out in the Contract, or any conduct which is prejudicial to safety or health, and such person shall not be employed again for the Supply of Explosive and allied services without the permission of the Company.
- 7.4 Contractor and its personnel shall, when using Company's premises, adopt and observe all safety, security, fire and health measures and comply with all reasonable directions relating to health and safety rules and emergency evacuation plans as notified or as directed by the Company.

8. INDEMNITIES:

- 8.1 Neither Party shall be liable to the other for any punitive, indirect or consequential damages sustained by the other including without limitation business interruptions, loss of profits, loss of use of assets, loss of data and loss of contracts, and each Party shall hold the other Party harmless in respect thereof.
- 8.2 The Contractor shall indemnify the Company against all motions, proceedings, claims, liens and demands whatsoever which may be made against the Company by the third parties for or in respect of or out of any failure by the Contractor in performance of its obligation or wrongful performance under this Contract or any act or omission in connection therewith. Should Company have to pay any moneys in respect of any such claims or demands, the amounts to be paid and the costs incurred by the Company connection therewith, shall be charged in to and paid by the Contractor in full.

9. LIQUIDATED DAMAGES (WHERE APPLICABLE):

9.1 If the Supplier and/or Contractor fails to deliver any or all of the goods and/or allied services within the time periods(s) specified in the LPO/ Contract, OGDCL shall, without prejudice to other remedies under the LPO/ Contract, deduct from the LPO/Contract Price/10% Performance Bank Guarantee, or any other valid instrument available with the Company, as liquidated damages, a sum not more than 10% of the LPO/ contract value. The liquidated damages deduction shall be made as per following mechanism:

a. FOR LPO/ CONTRACTS HAVING COMPLETION PERIOD UPTO 06 MONTHS:

Sr#	Deduction %	Weeks	Applicable LD
1	0.75%	For first four weeks	3%
2	1.5%	For next two weeks	3%
3	2.0%	For next two weeks	4%
Maximum applicable % of Liquidated damages			10% of the LPO/ contract value

b. FOR LPO/ CONTRACTS HAVING COMPLETION PERIOD UPTO 12 MONTHS:

Sr#	Deduction %	Weeks	Applicable LD
1	0.50%	For first four weeks	2%
2	0.75%	For next four weeks	3%
3	1.25%	For next four weeks	5%
Maximum applicable % of Liquidated damages			10% of the LPO/ contract value

c. FOR LPO/ CONTRACTS HAVING COMPLETION PERIOD ABOVE 12 MONTHS:

Sr#	Deduction %	Weeks	Applicable LD
1	0.25%	For first four weeks	1%
2	0.50%	For next four weeks	2%
3	0.75%	For next four weeks	3%
4	1.00%	For next four weeks	4%
Maximum applicable % of Liquidated damages			10% of the LPO/ contract value

9.2 In case OGDCL is satisfied that the delayed/defective material and/or allied services was due to some mistake and the Supplier and/or Contractor has not

intentionally or negligently contributed in the delay (the Supplier and/or Contractor must submit valid documentary evidence to support his claim), the OGDCL may impose Liquidated Damages as per mechanism mentioned at 9.1 above but not exceeding 10% of the LPO/ Contract value of the delayed/defective part of the LPO/ Contract provided that the Supplier and/or Contractor takes immediate remedial measures and take prompt steps/ actions to mitigate the defect / delay under this LPO/ contract to the entire satisfaction of the Company subject to the fact that no production or operation loss is sustained by the Company. The OGDCL may however, impose Liquidated Damages as per clause 9.1 above if the delayed or defective services has affected the project completion schedule or has resulted in Production losses.

- 9.3 Even after imposition of LDs, if the supplier and/or Contractor fails to materialize/ render allied services required under this LPO/ Contract, OGDCL reserves the right to cancel the LPO/ Contract and forfeit the 10% Performance bank guarantee or any other valid instrument, after intimating the supplier and/or Contractor for such cancellation/forfeiture.

10. PATENT RIGHTS:

The Contractor shall protect, indemnify and hold the Company harmless from and against all claims, proceedings, demands, damages, costs, charges and expenses whatsoever for or on account of infringement of any patent rights, design, trade-mark, industrial design or name or other protected rights in respect of any design, method, machine work, material etc. used for or in connection with the Supply.

11. DIRECTIONS:

The Contractor and its personnel must, when using Company's premises, adopt and observe all safety, security, fire and health measures and comply with all reasonable directions relating to health and safety rules and emergency evacuation plans as notified or as directed by the Company or its representative.

12. CONFIDENTIALITY:

- 12.1 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.

- 12.2 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, rig, installation or existing facilities of the Company.
- 12.3 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 Supply 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.

13. DEFAULT:

- 13.1 If the Contractor is unable or unwilling to perform its supply of explosive material and allied services in accordance with terms of the Contract, the Company may obtain conforming Explosive material and allied services from other sources, in which case, the Contractor shall be liable to the Company for the increased cost, if any, incurred by the Company for procuring such explosive material from other sources.
- 13.2 The Contractor shall also be in default under the Contract if the Contractor (a) fails to fully and timely perform any of its material obligations under the Contract (b) becomes insolvent or seeks relief under the bankruptcy laws.

14. ARBITRATION:

- 14.1 If any technical question, difference or dispute arises under this Contract, the Parties shall use their best efforts to promptly resolve such dispute, controversy or disagreement. However, if the dispute continues, either Party may give written notice to the other for appointment of an expert to resolve the dispute. The expert shall be preferably a Pakistani national and shall have at least ten years of experience in the relevant technical field.
- 14.2 If any question, difference or dispute arises regarding the rights, obligations or performance by the Parties under this Contract, the Parties shall use their best efforts to promptly resolve such dispute, controversy or disagreement. This includes without limitation the question of whether one or the other is in default and what action if any shall be taken to remedy such default. If the Parties are unable to resolve such question, difference, dispute and controversy, the matter may be referred to arbitration. Either Party may notify the other in writing specifying the nature of the dispute and designate one arbitrator to whom such dispute shall be referred requesting that the other party give notice in writing within fifteen (15) days after receipt of the notice of designation of the second arbitrator. The two arbitrators shall within fifteen (15) days after the receipt of notice of the second arbitrator, appoint an umpire whose decision with respect to the dispute shall govern in the event that

the arbitrators shall fail to agree. In the event that second arbitrator is not designated within the time specified, the first arbitrator shall have full and complete power to determine the dispute.

- 14.3 Arbitration shall be precedent in any action of law and that the provisions of the Arbitration Act, 1940 and rules framed thereunder shall apply. The venue of the arbitration shall be in Islamabad, Pakistan.
- 14.4 The expenses of arbitration shall be charged equally to the Parties unless the award of the arbitrator(s) or the umpire, as the case may be, otherwise provide.

15. TERMINATION:

- 15.1 In the event of default by the Contractor, the Company shall have the right to terminate the Contract for cause, by giving written notice effective ten (10) days after the date of such notice, unless otherwise specified therein. If the Contractor cures such default within the ten (10) days period, or provides evidence to satisfy the Company that such default does not exist. In addition to any other remedy available under law or in equity, the Company shall be entitled to recover all actual damages, costs and losses incurred by the Company as a result of default by the Contractor.
- 15.2 The Company shall have the right to terminate the Contract, in whole or in part, without any cause at any time upon thirty (30) days' prior written notice. Upon receipt of such notice of termination, the Contractor shall promptly cease all further Supply under the Contract with such exceptions, if any, specified in the notice of termination. The Company shall pay the Contractor for all Supply performed and obligations incurred prior to the date of termination in accordance with the terms of the Contract.

16. FORCE MAJEURE

- 16.1 "Force Majeure" shall mean an unforeseeable event that impairs the ability of the Party affected by it to wholly or partially perform its obligations under this Contract. In the event of either party hereto being rendered unable, wholly or in part, by Force Majeure circumstances to carry out its obligations under this Contract, then such party by giving notice with satisfactory evidence of such Force Majeure circumstance(s) relied upon, the obligations of the party giving such notice so far as they are affected by such Force Majeure shall be suspended for the period during which the party, is rendered unable as aforesaid, but for no longer period. However, such notice must be given within fourteen (14) days of occurrence of Force Majeure event. The terms Force Majeure as employed herein, shall include but not be limited to acts of God or war, war whether declared or undeclared; acts of terrorism or sabotage, or public enemy; riots and insurrection; civil commotion; revolution; embargo, blockade, invasion or act of foreign enemies; epidemic; landslide, lightning, earthquake, loss of well, reservoir failure, change of law or policy; or any other cause beyond the control of the affected Party which materially and adversely affects the performance by such Party of its obligations under or pursuant to this Contract, other than to make payments due hereunder, acts of enemies, 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 or non availability of raw materials, rains disturbances, other labour disputes or non availability of transport shall not be included in the term "Force Majeure". During the established period of Force Majeure as contained hereinabove, the Contractor shall not be entitled to payment for Supply and the Company shall not impose penalty.

- 16.2 In case the Force Majeure contingencies last continuously for more than one month, both parties will agree on the necessary arrangement for the further implementation of the contract. In case further implementation is unforeseeable and impossible, both parties shall arrange for the termination of the Contract, but without prejudice to their right and obligations prior to such termination it being understood that each party shall fulfill its contractual obligations so far as they have fallen due before the operation of Force Majeure.

17. LICENSE, PERMITS, AUTHORIZATION AND CERTIFICATION:

The Contractor hereby warrants and undertakes that all kinds of licenses, permits, authorizations and certifications required under the laws of Pakistan and applicable to the Contractor are intact, valid and possessed by the Contractor and shall be maintained during the performance of this Contract. The Company has the right to inspect, or demand for such licenses, permits, authorization and certificates and the Contractor shall forthwith comply with such inspection on demand.

18. PHOTOGRAPHY AND ADVERTISING:

- 18.1 The Contractor undertakes that neither the Contractor nor any of its employees shall, except with the prior written consent of the Company shall take, any ground or aerial photographs of the site, rig, installation or existing facilities at or around the work site.
- 18.2 The Contractor further undertakes that neither the Contractor nor any of the Contractor's personnel shall, 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:
 - the Contract or its terms and conditions,
 - the type or extent of the supply of explosive material required to be carried out by the Contractor,
 - the method, materials, or equipment used and personnel employed,
 - any information in the possession of the Contractor as to the operations of the Company.
 - ii. Disclose or convey any of the matters or information referred to in (a) above to any employees of the Contractor not directly concerned with the Contract.

19. SECURITY:

- 19.1 If otherwise mentioned in SOR/TOR, Company shall provide appropriate site security including, as from time to time may be necessary, security personnel and security supply at the work site.
- 19.2 If otherwise mentioned in SOR/TOR, it is the express intent of the Parties that any delay in the performance of this Contract or part thereof related directly or indirectly to security issues shall under no circumstances be deemed a breach of Contractor's obligation under the Contract.

20. INSURANCE DEMURRAGE:

- 20.1 The Contractor shall within seven (07) days of the date hereof take out and shall maintain until maturity of the Contract, standard insurance policies, which shall include Contractor's waiver of subrogation as follows:
- (a) Worker's compensation insurance covering all employees, engaged directly or indirectly in the performance of the Supply and allied services in accordance with the applicable statutory requirements of the state or nation having jurisdiction over such employees.
 - (b) All risk insurance cover for the Supply, Equipment, vehicle and allied services including without limitation Equipment and machinery and other materials, if any supplied hereunder by the Contractor.
 - (c) The foregoing insurance shall be maintained with insurers that are satisfactory to the Company, and the terms of coverage for the foregoing insurance shall also be satisfactory to the Company and shall be evidenced by certificate to be furnished to Company. Such certificates shall provide that ten (10) days written notice shall be given to Company prior to cancellation of any policy. In the event the Contractor fails to effect or keep in force the insurances then the Company without prejudice to any other rights, shall effect and keep in force such insurance's at the Contractor's cost and risk.
 - (d) It shall be the duty of the Contractor to notify the insurers of any insurance referred to above or of any matter or event, which by the terms of such insurance are required to be so notified.
- 20.2 The Contractor shall indemnify the Company against all suits, proceedings, claims, liens and demands whatsoever which may be made against the Company by the third parties for or in respect of out of any failure by the Contractor in performance of its obligation or wrongful performance under this Contract or any act or omission in connection therewith. Should Company have to pay any moneys in respect of any such claims or demands, the amounts to be paid and the costs incurred by the Company in connection therewith, shall be charged to and paid by the Contractor in full.

21. ASSIGNMENT:

The Contractor shall not sub-contract or assign either whole or part of its obligations under this Contract without the prior written consent of the Company and such consent if given shall not relieve the Contractor from any liability or obligation under this Contract. The Contractor shall be responsible for the acts, defaults and negligence of any sub Contractor, its personnel or agents as fully as it they were the acts, defaults or negligence of the Contractor, or its personnel.

22. ENTIRE CONTRACT:

The documents mentioned in Section-3 of this Contract constitute the entire understanding between the Company and the Contractor on the subject matter and supersede all prior discussions, communications and agreements regarding the subject matter, whether written or oral.

23. AMENDMENTS:

No variation in or modification of the terms of this Contract shall be made except by written amendment signed by the duly authorized representative of the Company and the Contractor.

24. GOVERNING LAW:

This Contract shall be construed, interpreted and governed by the laws of the Islamic Republic of Pakistan.

25. ERADICATION OF CORRUPTION:

Contractors are encouraged to inform the Managing Director and Heads of Departments in case where any Company's employee asks for any type of favour whether monetary or in kind. You can contact the M.D. and Heads of Departments on the following addresses, phone numbers, faxes or e-mail:

i MD & CEO
Oil & Gas Development Company Limited
OGDCL House, Blue Area, Islamabad.
Tel No. 051-9209701
Fax No. 051-9209708
E-mail: md@ogdcl.com

ii GM (SCM)
Tel No. 051-920023540
Fax No. 051-9209859

26. NOTICES:

Any notice, request demand, statement, call, question, intimation, reference, or other Communication required for execution of this Contract shall be made in writing and shall be directed by courier service or facsimile to the address of the Parties as follows:

To the Company: Manager (Local Procurement)
 Oil & Gas Development Company limited
 OGDCL House, Jinnah Avenue, Sector F-6
 Blue Area, Islamabad, Pakistan
 Telephone: 0092 - 51-920023750
 Email.ljaz_Janjua@ogdcl.com

To the Contractor: Mr. _____.
 M/s _____.
 Address:- _____.
 Telephone: 0092 -
 Facsimile: 0092 –
 Email: _____.

Notices shall be deemed served when received by the addressee.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the date first above written.

COMPANY

CONTRACTOR

Signature _____

Signature _____

Name _____

Name _____

Position _____

Position _____

Witness _____

Witness _____

Witness _____

Witness _____