



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

Material : **LIQUID NITROGEN**

Due Date:

Tender Enquiry No: **PROC-LA/PT/18090/20**

Bid Bond Value : **RS.900,000/=**

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	NITROGEON LIQUID STP. FOR 2021	1103958		Litre					

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.
- MATERIAL WILL BE SUPPLIED TO VARIOUS FIELDS ON AS & WHEN REQUIRED BASIS WITHIN 48 HOURS FROM DELIVERY NOTICE.PAYMENT WILL BE MADE AFTER DELIVERY.

Details Distrubution of Liquid Nitorgen

Sr. #	Quantity in Liters	Location
1	68,130	Sinjhor
2	10,093	Bobli Plant
3	105,980	Uch Gas Plant
4	45,420	Kunnar Plant
5	227,100	KPD/TAY Plant
6	75,700	Dakhni Plant
7	105,980	Nashpa Field
8	113,550	Qadirpur Plant
9	7,570	Chanda
10	3,785	Mela
11	340,650	Mela Oil Field (Prod)
Total:	1,103,958	

Uddes
M. I. Nazir
IRFAN NAZIR
Manager (CEM/STIM/LOG)
Ext: 3774
03/sep/2020



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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			
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"/>



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For the Vendors/Contractors who opt to submit Bank Draft/Call Deposit/Pay order against Bid Bond/Performance Bond, our Accounts Department has finalized an arrangement for online payment to such Vendors/Contractors, which will be processed through (IBFT & LFT) for which following information is required:

i.	IBAN No. (International Bank Account Number 24 Digits)	
ii.	Vendor Name as per Title of their Bank Account	
iii.	Contact No. of Company's CEO/ Owner (Mobile & Landline)	
iv.	Bank Name	
v.	Bank Branch Name and Code	

Name, Sign and Stamp of the authorized official of the Bidder(s) _____

Terms & Conditions for Liquid Nitrogen (LN):

1. The Bidder/Company must have at least 02 Nos. Production Plants for supply of Liquid Nitrogen (LN); one near to North region (For supply LN at OGDCL sites in Punjab and KPK) and the other near South Region (For supply LN at OGDCL sites in Sindh and Baluchistan) with adequate production and Storage facilities.
2. The Bidder/company must have supplied LN to at least 05 (Five) Clients in Oil & Gas sector/service company operative in Pakistan along with 10 years production experience of LN (less than this experience will be disqualified). The bidder should provide the list along with names, address, e-mails and fax number of clients and OGDCL have the right to contact these clients directly to know the performance. (So, the credentials of the clients should be accurate and active)
3. If the bidder/Company has not already supplied LN to OGDCL then 03 Nos certificates of satisfactory performance of LN supply issued by authorized officials of different Oil & Gas sector/service company operative in Pakistan must be provided with the technical bid. The certificates must be on certificate issuing company's letter head and should indicate the Name & Designation of the signing authority along with his complete contact details including his official email address in order to verify the same.
4. The Bidder/Company will ensure that their LN Production Plants should have the backup power facilities.
5. Purity of LN must be 99.99% along with quality assurance certificate submitted by the renowned Third Party Testing facility.

6. Availability of Bidder's/Company's LN transportation fleet (Tankers); At-least 05 Tankers [3000USG (02Nos.), 5000USG (02Nos.) & 10000USG (01No.) capacities] dedicated to OGDCL only along with valid chart calibration sheet.
7. Bidder/Company will be responsible to deliver LN at all locations (Wells, Plants, Fields, basis etc.) of OGDCL to all over Pakistan on as and when required basis.
8. Vacuuming facilities should be provided at OGDCL sites.
9. LN requirement will be on as and when required basis on maximum 48 hours delivery notice from OGDCL.
10. Bidder's/Company's technical support team should be available for vessel check-ups.
11. Payment will be made after delivery of LN as per SCM/Store procedures.
12. Transfer /Evaporation loss will be 10% of the total LN delivered.

TECHNICAL ASSESSMENT CRITERIA

S/N	Description	Max. Score
01	10 years of Liquid Nitrogen (LN) production experience. (Less than 10 years of experience will be disqualified)	20
02	LN Supplied to at least 05 Nos. Client in Oil & Gas sector/service company operative in Pakistan as per clause No. 2 of Terms and Conditions.	20
03	Performance certificates from Oil & Gas sector/service company operative in Pakistan. (at least 03) as per clause No. 3 of Terms and Conditions and max reminders for confirmation of performance certificates via e-mail will be 02 within 10 working days.	10
04	The Bidder/Company must have at least 02 Nos. Production Plants for supply of Liquid Nitrogen (LN) as per clause No. 1 of Terms and Conditions.	20
05	Submit Third Party Testing certificate to check purity of LN as per clause No. 5 of Terms and Conditions.	15
06	Letter of Confirmation for availability of 05Nos. Tanker dedicated to OGDCL only as per clause No. 6 of Terms and Conditions.	15
Total		100

Marks Distribution of above:	
S/N. 01	10 years=20 marks
S/N. 02	Each client =4marks
S/N. 03	01 certificate after confirmation=3.3marks
S/N. 04	02 Nos. Production Plants =20 marks
S/N. 05	Confirmation of Third Party Testing certificate =15marks
S/N. 06	Confirmation of availability of 05Nos. Tanker = 15marks

Note:

All the points at Sr. No. 1-5 are considered as mandatory and for technical qualification; participating bidder's score less than **80%** marks in each field will be disqualified except point at Sr.No.01,02,04&06 which will be addressed 100%.

DRAFT CONTRACT

**CONTRACT NO. PROC-LA/PT/WS/18090/2020
CONTRACT FOR SUPPLY OF LIQUID NITROGEN FOR THE PERIOD OF ONE YEAR**

THIS Contract for purchase of _____ liters of Liquid Nitrogen on FOR "As and When Required" Basis made at Islamabad as of this _____ by and between Oil & Gas Development Company Limited a public limited company incorporated under the Companies Ordinance, 1984, having its registered office at OGDCL House, Jinnah Avenue, Sector F-6, Blue Area, Islamabad (hereinafter referred to as the "Company" which expression shall include its successors, nominees and permitted assigns) being party of the ONE PART and

M/s _____ having its registered office at address _____ (hereinafter referred to as the "Contractor/supplier" which expression shall include its successors, nominees and permitted assigns) being party of the OTHER PART.

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

WHEREAS, The Company is desirous of procuring timely, efficient and reliable supply of Liquid Nitrogen under _____ contract for a period of _____ on FOR as and when required basis.

AND WHEREAS, the Company invited bid for purchase of Liquid Nitrogen through Tender Enquiry No. _____ and the Contractor through its Bid No _____ Dated _____ warrants and represents for sale of _____.

WHEREAS, the contractor is engaged in production and supply of Liquid Nitrogen and its allied Services and hereby expressed its ability and willingness to supply the desired Liquid Nitrogen and allied services as per TOR.

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:

As per Description of TOR.

2. TERM:

The initial term of this Contract shall be _____ year effective from _____ till _____ unless otherwise terminated earlier under the provisions hereof.

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) Terms of Reference (TOR)/Schedule of Requirement (SOR)
- (d) Company's Tender documents.
- (e) 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 LIFTING/ DELIVERY:

- 4.1 The Contractor shall always maintain sufficient stock and ensure delivery of Liquid Nitrogen requirement on as and when required basis within maximum 48Hrson written notice from the Company.
- 4.2 The Company shall place Purchase Orders on the Contractor from time to time on "As and When Required" basis as per agreed rate mentioned under heading "Pricing Terms" hereunder.
- 4.3 If desired, the Contractor shall provide the Transportation Fleet (Tankers) on Company's request on "as and when required" basis as per agreed per liter rate mentioned under heading "Pricing Terms" hereunder.

5. PRICING TERMS:

5.1 The supply under this Contract shall be made as per "Pricing Table" given below:

Sr. #	Description	UOM	Quantity	Unit Rate (PKR) Inclusive of All Taxes Except GST	Rate of GST/ICT/ PST	Unit Price (PKR) Incl. of all applicable taxes	Total Price (PKR) Incl. of all applicable Taxes	Discount offered (If any)
1	2	3	4	5	6	7=5x6	8=7x4	9
1.	Liquid Nitrogen (LN) (FOR Basis) as per distribution	Liter	1,103,958					
	Grand Total							

5.2 All prices charged under this Contract shall remain firm during the period of this Contract.

6. TAXES AND DUTIES:

- 6.1 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.
- 6.2 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 shall withhold sales tax from the Supplier(s) (whether registered or un-registered, wherever applicable, as per respective sales tax withholding rules.
- 6.3 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.
- 6.4 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.
- 6.5 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.
- 6.6 The above clauses relating to payment of taxes would prevail notwithstanding a contrary expression reflected in any other clause of the Purchase Order.

7. PAYMENTS:

All the payments of Liquid Nitrogen shall be made after delivery as per mechanism mentioned in Clause 5 of the terms and conditions of the Local Purchase Order. (Annexure-G)

8. CONTRACTOR'S OBLIGATIONS:

- 8.1 The Contractor warrants and represents that all Liquid Nitrogen supplied and allied services provided under this Contract shall be in accordance with good industry practice as per the specifications mentioned in Purchase Order(s) to be issued from time to time and the Contractor shall use every reasonable means for efficient and timely performance of the Contract.
- 8.2 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 at any time and the Contractor shall forthwith comply with such request.
- 8.3 Contractor shall employ and depute for the execution of Supply of Liquid Nitrogen 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 Liquid Nitrogen and allied services without the permission of the Company.
- 8.4 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 from time to time.
- 8.5 The Contractor must have at least 02 Nos. Production Plants (ISO certified) for Liquid Nitrogen (LN) one in North (Punjab or KPK) and the other in South Region (Sindh or Baluchistan) with adequate production and Storage facilities.
- 8.6 The Contractor should ensure temporary storage facility of 30,000Ltrs LN capacity for supply in Potohar region for convenience.
- 8.7 The Contractor must ensure that the Purity of LN provided must be 99.99% along with quality assurance certificate and the purity of LN will be checked by OGDCL Representative randomly throughout the contract.

9. INDEMNITIES:

- 9.1 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.
- 9.2 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.

10. LIQUIDATED DAMAGES (WHERE APPLICABLE):

- 10.1 If the Contractor fails to deliver any or all of the material within the time period(s) specified in the Clause No.4 of the Contract, the Company shall, without prejudice to other remedies under the

LPO/contract, deduct from the contract price as liquidated damages, a sum not more than 0.5% of the LPO/contract price per week or part thereof for first four weeks, 1.00% per week for next four weeks and 1.5% per week exceeding four weeks up to maximum extent of 10% of the LPO/contract value.

10.2 In case OGDCL is satisfied that the delayed/defective material and/or allied services was due to some mistake or circumstances beyond the control of the contractor and the 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 Company may impose Liquidated Damages for not more than a sum equivalent to 0.5% of the delayed/defective part of the LPO/ Contract value per week or part thereof for first two weeks, 1.00% per week for the next three weeks and 1.5% per week exceeding five weeks but not exceeding 10% of the LPO/Contract value of the delayed/defective shipment provided that the 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 Company may however, impose Liquidated Damages as per clause 10.1 above if the delayed or defective services have affected the project completion schedule or have resulted in Production losses.

10.3 Even after imposition of LDs, if the 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. CONFIDENTIALITY:

- 11.1 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 agreed 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.
- 11.2 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.
- 11.3 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.

12. DEFAULT:

- 12.1 If the Contractor is unable or unwilling to perform its obligations in accordance with terms of the Contract, the Company may obtain conforming 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 material or allied services from other sources.
- 12.2 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.

13. ARBITRATION:

- 13.1 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.
- 13.2 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 amicably. 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 amicably, the matter may be referred to arbitration under Arbitration Act 1940. Either Party may notify the other in writing specifying the nature of the dispute and designate one (01) 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 for 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 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. The award of Arbitrators or Umpire shall be final and binding on both the parties.
- 13.3 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.
- 13.4 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.

14. TERMINATION:

- 14.1 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.
- 14.2 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.

15. FORCE MAJEURE

15.1 "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.

15.2 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.

16. 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.

17. SECURITY:

17.1 If otherwise mentioned in SOR/TOR, Company shall provide appropriate security at OGDCL site necessary from time to time at the work site.

17.2 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.

18. INSURANCE DEMURRAGE:

18.1 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.

19. 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 subcontractor, its personnel or agents as fully as it they were the acts, defaults or negligence of the Contractor, or its personnel.

20. 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.

21. 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.

22. GOVERNING LAW:

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

23. 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:

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

24. 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 _____