



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

Material : **SUPPLY OF LIQUID NITROGEN**

Due Date:

Tender Enquiry No: **PROC-LA/18532/2021**

Bid Bond Value : **1.810 MILLION**

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	NITROGEN LIQUID STP.	3012860		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.
- **BID VALIDITY 180 DAYS FROM THE TECHNICAL BID OPENING. PAYMENT AFTER DELIVERY WITH PART DELIVERY PART PAYMENT. DELIVERY AT FOLLOWING LOCATIONS:**

S.#	Location	Qty (Liters)
1.	Chanda Field, KPK	45,420/-
2.	Nashpa Field, KPK	158,970/-
3.	Mela Field, KPK	45,420/-
4.	Dakhni Field, Jand Punjab	113,550/-
5.	Qadirpur Field, Sindh	908,400/-
6.	Bobli Field, Sindh	60,560/-
7.	Kunner Field, Sindh	393,640/-
8.	Sinjhorro Field, Sindh	136,260/-
9.	Uch Field	242,240/-
10.	Chaknaurang Field (Rajian), Punjab	908,400/-
	Total	3,012,860/-



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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"/>



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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 03 (Three) 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) having capacity 3000USG, 5000USG & 7000USG (on as and when required basis) along with valid chart calibration sheet which must be available at the time of delivery of LN at site. Volume gauges of the supply tanks must be accurate and in proper working condition along with the level gauge calibration certificates not older than 03 months. The quoted cost of LN must be inclusive of transportation charges at all locations (Wells, Plants, Fields, basis etc.) of OGDCL to all over Pakistan on as and when required basis
7. Vacuuming facilities should be provided for OGDCL vessel both at bidder/Company and OGDCL sites.
8. LN requirement will be on as and when required basis on maximum 24 hours delivery notice from OGDCL.
9. Bidder's/Company's technical support team should be available for OGDCL LN vessel check-ups.
10. Payment will be made after delivery of LN as per SCM/Store procedures.
11. Transfer /Evaporation loss will be 10% of the total LN delivered.


Tahir Ahmad
SME (STIM)
Extn: 2376

ANNEXURE-V

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 03 Nos. Client in Oil & Gas sector/service company operative in Pakistan as per clause No. 2 of Terms and Conditions.	15
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.	15
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 Tankers 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 =5marks
S/N. 03	01 certificate after confirmation=5marks
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 Tankers = 15marks

Note:

All the points at Sr. No. 1-6 are considered as mandatory and for technical qualification; participating bidder's score less than **80%** marks in each field will be disqualified.

CONTRACT NO. _____
FOR PURCHASE OF LIQUID NITROGEN

THIS Contract for *Purchase of Liquid Nitrogen and Transportation services* is made at Islamabad as of this _____ day of _____ by and between **Oil & Gas Development Company Limited** a public limited company incorporated under Companies Ordinance, 1984 having its registered office at OGDCL House, Jinnah Avenue, Sector F-6, Blue Area Islamabad (hereinafter referred to as the "OGDCL/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" which expression shall include its successors, nominees and permitted assigns) being party of the OTHER PART.

WHEREAS, the Contractor and Company shall hereinafter, if the context so requires, be individually referred to as a "**Party**" and collectively as the "**Parties**".

WHEREAS, The Company is desirous to *purchase Liquid Nitrogen and Transportation services* under this Agreement.

AND WHEREAS, the Company invited bid for purchase of Liquid Nitrogen and Transportation services through Tender Enquiry No. **PROC-LA/PT/D(C&S)-18532/21** and the Contractor through its Bid No. _____ dated _____ warrants and represents for *providing efficient and reliable Liquid Nitrogen and Transportation services*.

WHEREAS, the Contractor is engaged in the *business of manufacturing and supply of Liquid Nitrogen and it hereby expressed its ability and willingness to supply the desired Liquid Nitrogen and Transportation services as per SOR of the Tender Document No. PROC-LA/PT/D(C&S)-18532/21*.

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

1. SCOPE OF SUPPLY:

As per Description of SOR of the Tender Document No. PROC-LA/PT/D(C&S)-18532/21.

2. TERM:

The initial term of this Contract shall be **TWO (02) year effective from 1st January, 2022 till 31st December, 2023** unless otherwise terminated earlier.

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 and its acceptance by M/s _____.
- (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 Following are the agreed/ approved rates for TWO years:

Table from Executive Summary:

4.2 The supply under this Contract shall be made as per "**Pricing Table**" mentioned above which shall remain firm during the period of this Contract.

- 4.3 OGDCL shall issue Purchase Orders from time to time against which the Contractor shall deliver the material as well as allied services against the requisitions made by the Company at the prices agreed as per SOR on as and when required basis.
- 5. DELIVERY:**
- 5.1 **M/s _____** shall always maintain sufficient stock so that delivery is made within the shortest possible time from the receipt of demand in accordance with Purchase Order issued by OGDCL under this contract on as and when requires basis.
- 5.2 All Orders of Liquid Nitrogen shall be placed by OGDCL in writing mentioning the delivery location. The material demanded shall be dispatched to the advised location within maximum 24 Hours on written notice from the Company. As per clause No.14 under heading "LIQUIDATED DAMAGES" of tender document the LD charges applicable.
- 5.3 **M/s _____** shall make available LN Transportation fleet (Tankers) having capacity of 3000 USG, 5000 USG & 7000 USG (on as and when required basis) along with valid chart calibration sheet which must be available at the time of delivery of LN at site. Volume gauges of the supply tanker must be accurate and in proper working condition along with level gauge calibration certificates not older than 03 (three) months. The quoted cost of LN must be inclusive of transportation charges at all OGDCL locations on as & when required basis.
- 5.4 **M/s _____** shall supply the material in replacement of any losses incurred in transit within seven (07) days from its own production range.
- 5.5 Transfer/ Evaporation loss will be 10% of the total LN delivered.
- 6. TAXES AND DUTIES:**
- 6.1 All taxes on the income or payments to the Contractor(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 Contractor(s). Company, in order to discharge its responsibilities as withholding agent shall withhold income tax from the payments to the Contractor(s) within the Purchase Order value at the rates applicable at the time of payments.
- 6.2 Sales tax on goods and all allied services is applicable in Pakistan under federal/provincial sales tax laws. The Contractor(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 Contractor(s) (whether registered or un-registered), wherever applicable, as per respective sales tax withholding rules. **M/s _____** is required to submit Annexure C with submitted status for processing payment.
- 6.3 **M/s _____** shall be responsible for income tax and all other taxes levied on the Contractor(s), their social security obligations and contributions regardless of whether such contributions are levied on Purchaser in Pakistan.
- 6.4 **M/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 **M/s _____** shall indemnify the OGDCL against any claim which might occur due to non-compliance by the Contractor(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 Under the auspices of COMPANY, **M/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.
- 6.7 All clearing and brokerage charges incurred shall be to the account of Contractor(s).

6.8 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 shall be made after delivery with part delivery part payment as per mechanism mentioned in Clause 5 of the terms and conditions of the Local Purchase Order which shall be issued from time to time under this Contract.

8. CONTRACTOR'S OBLIGATIONS:

8.1 **M/s _____** warrants and represents that all Supply of Liquid Nitrogen 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 **M/s _____** 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.

8.3 **M/s _____** shall employ and depute for the execution of Supply, 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 Supplies without the permission of the Company.

8.4 **M/s _____** 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.

8.5 Contractor must have at least Two (02) Nos production plants (ISO Certified) for supply of Liquid Nitrogen one near to North region and the other near to South Region with adequate production and storage facilities.

8.6 **M/s _____** will ensure and confirm that the Production Plants should have the backup power facilities.

a. That the availability of material, Transportation Fleet on as and when required basis.

b. That to provide technical support which shall include customer care and training to OGDCL personnel at their own expenses.

8.7 Contractor must ensure that purity of Liquid Nitrogen 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 **M/s _____** 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. PERFORMANCE BOND:

- 10.1 The Contractor shall provide to the Company, within fifteen (15) days after issuance of Letter of intent (LOI), a Performance Bond in the form of an irrevocable, independent, unconditional, direct obligation of the bank and on first and simple demand guarantee issued by a Pakistani Scheduled Bank or branch of a foreign bank operating in Pakistan, except NIB & Summit Bank amount equivalent to 10% (Ten percent) of the total contract value in Pak Rupees/US\$ strictly in accordance with the format of Performance Bank Guarantee given in tender document to cover and secure the Contractor's faithful performance and execution of this Contract.
- 10.2 The charges and expenses payable in connection with the issuance, extension, renewal and maintenance of the Performance Bond shall be solely borne and paid by the Contractor. The Performance Bond shall be valid and shall be maintained in full force for Fifteen (15) months beyond the validity of the Contract. The Company has sole and absolute right to encash the Performance Bond without any prior notice to the Contractor in the event of any breach, failure, non-compliance or delay in the performance of the Contract, partial or whole.
- 10.3 In-case the bidder fails to fulfil agreed Tender / Contract Terms and Conditions, the bidder shall be liable to pay liquidated damages as per terms and mechanism agreed in the contract. Where any loss or damage suffered by OGDCL due to any act of the bidder is more than the liquidity damages, the company will be entitled/ recover the losses through encashment of Bank; Guarantee(s).

11. PATENT RIGHTS:

- 11.1 **M/s** _____ 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.

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 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.
- 12.2 Neither **M/s** _____ 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 **M/s** _____ 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 M/s _____ is unable or unwilling to perform its supply of material and allied services 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 from other sources.
- 13.2 M/s _____ 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 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, 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 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 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.
- 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, lightening, 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:

16.1 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 WNPL 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. SECURITY:

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

18.2 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.

19. INSURANCE DEMURRAGE:

- 19.1 **M/s _____** 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.
- 18.2 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.

20. ASSIGNMENT:

M/s _____ 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.

21. 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.

22. 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.

23. GOVERNING LAW:

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

24. ERADICATION OF CORRUPTION:

M/s _____ 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

25. 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: General Manager (Local Procurement)
Oil & Gas Development Company limited
OGDCL House, Jinnah Avenue, Sector F-6
Blue Area, Islamabad, Pakistan
Telephone: 0092 - 51-92002 3540
Email.

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.

On behalf of OGDCL

On behalf of M/s _____.

Signature _____

Signature _____

Name _____

Name _____

Position _____

Position _____

Witness _____

Witness _____

Witness _____

Witness _____