

OIL & GAS DEVELOPMENT COMPANY LIMITED
COMMERCIAL DEPARTMENT
ISLAMABAD

SALE OF LOW PRESSURE GAS OF HUNDI / SARI FIELD
THROUGH BIDDING

TERMS AND CONDITIONS

TENDER ENQUIRY NO. PROC/LF/PT/COMM-LP-GAS (HUNDI SARI)/19083/23.

Details of location, quantity and specification of low pressure Gas (Permeate) are as under: -

Sr. #	Field	Approximate Quantity of LP Gas (MMSCF/DAY)	BTU/ SCF	No. of Delivery Points	Approximate Pressure (PSIG)	Base Price Rs./MMBTU
1.	Hundi/Sari Field, Salar Goth Tehsil Thana Bola Khan District Jamshoro, Sindh	Upto 1.8	860	02	(10-15) psi	Rs. 780/-

2. TAX, DUTIES ETC.

In addition to the price, buyer shall be liable to pay all Government taxes, duties and charges, excise duty etc. applicable to the purchase and utilization of low-pressure Gas.

3. OBLIGATIONS OF SELLER

Oil & Gas Development Company Limited (“Seller”) shall deliver the low pressure Gas subject to volume variation, at the delivery point where-after risk and title of low pressure Gas shall transfer to the buyer.

The Seller shall complete its facilities in all respect to deliver the available specified quantity of low pressure Gas at the delivery point determined by Seller, where after, it shall be the responsibility of the buyer to lay the necessary Gas transportation system which shall be completed within 90 (ninety) days from the signing of the Gas sale/purchase agreement, failure to which the buyer will be liable to pay the charges equivalent to the contractual quantity.

The quantity of low pressure Gas shall be determined through Seller’s Gas meter on the basis of standard charts and shall be final for the purpose of invoicing and payment. The buyer shall not dispute in any way or whatsoever manner the quantity of low pressure gas so determined by the Seller.

4. COST OF BIDDING

The buyer shall bear all costs associated with preparation and submission of bid including all costs incidental and ancillary thereto. Seller shall in no case be responsible for these costs, regardless of the outcome of the bidding process.

5. SUBMISSION OF BIDS

The bids should be duly sealed and marked and submitted to the attention of GM (SCM), 1ST Floor, Oil & Gas Development Company Limited, OGDCL House, Jinnah Avenue, Blue Area, Islamabad, clearly indicating (a) the name of the field, (b) tender enquiry number (c) the due date on the sealed envelope, otherwise Seller shall not accept any responsibility for opening of the bid by mistake if not sealed or marked properly.

- (i) The bids should be received before 1130 hours on the date of opening.**
- (ii) No bid shall be entertained in the form of telex, fax, email or telegram etc.**
- (iii) No bid shall be withdrawn once the bid opening process has commenced, i.e., after opening of box.**
- (iv) Any change in prices will neither be acceptable nor allowed after bid opening.**
- (v) Bids of bona-fide buyers of the tender documents will be entertained.**
- (vi) Any bid received after the scheduled time & date will not be accepted.**

6. BID CONSIDERATION CRITERIA

The bid shall be considered as valid if it meets the following minimum bid submission requirements:-

- (i) Bid submitted at the specified address, on the specified date and time.**
- (ii) The bid is submitted on the bidders printed letterhead and contains or is accompanied by the following minimum information:-**
 - a) Bid price per MMBTU.**
 - b) An undertaking that the terms and conditions contained in the specimen agreement at Appendix-A is acceptable to the bidder, and such Terms & Conditions will not be made subject to any conditionalities.**
 - c) Initialed draft Gas sale/purchase agreement, prepared on the basis of specimen at Appendix-A.**
 - d) Bid bond (refundable) in the shape of demand draft/pay order for Rs.2,000,000/- (Rupees two million) drawn in favor of Seller, otherwise the bid will be treated as non-responsive.**
 - e) The bidder shall provide copy of NTN No. and Sales Tax Registration with the concerned Revenue Authority.**
 - f) The bidder shall provide valid registration with SECP since at least last two years along with experience of similar business since at least last two years.**
 - g) An undertaking to comply with all relevant applicable policies and licenses required by the regulator.**

7. BID OPENING

- 7.1 The bids shall be opened publically in the presence of the bidders or their authorized representatives who may attend the bid opening at 1200 hours on the date and place specified in the press advertisement.
- 7.2 Seller's representative shall open the bids and announce the price quoted in each bid in the presence of bidders who participate.
- 7.3 The bid bond of the un-successful bidders shall be returned after the Seller has entered into agreement with successful bidder with 1st gas take-off.

8. OBLIGATIONS OF SELLER AND BUYER

Potential bidders would have to submit documentary evidence of

- (i) **General Sale Tax Registration certificate**
 - (ii) **National Tax Number (NTN) certificate**
 - (iii) **Valid Registration of company with SECP since at least last two years.**
 - (iv) **Technical information/experience of the company of similar Project.**
 - (v) **Details of relevant experience since at least last two years/profile of the company.**
 - (vi) **Latest audited financial statement since at least last one year.**
 - (vii) **Bank certificate regarding the history of bank account opening and overall financial stability of the bidder.**
 - (viii) **If during the evaluation or at any later stage OGDCL found that the documents submitted by the bidder are wrong or false; OGDCL reserves the right to take necessary action including rejection of allocation, non-refund of Bid Bond money and such other actions as deemed appropriate.**
- 8.1 **A successful bid shall be subject to the approval of the Seller's Management.**
 - 8.2 **Upon the approval of a bid, Seller and successful bidder shall execute a Gas Sale/Purchase Agreement on the basis of specimen at Appendix-A within seven (07) days of intimation of being successful bidder/issuance of Letter of Intent (LOI).**
 - 8.3 **The bid bond of a successful bidder, who fails to sign the Gas Sale/Purchase Agreement (GSPA) within seven (07) days of the date of notification (LOI) by Seller, shall be forfeited by cancelling letter of Intent (LOI) without further notice.**
 - 8.4 **The next highest bidders who quoted the price over and above the base price in descending order will be then may be considered if the highest bidder fails to sign GSA within aforementioned time.**
 - 8.5 **Seller reserves all rights to amend, withdraw or cancel the whole bidding process without assigning any reasons and incurring any liability whatsoever.**
 - 8.6 **Bids containing any conditionality attached to it or any other additional condition whatsoever shall be liable to rejection.**
 - 8.7 **A bid received less than the base/reserve price will be rejected.**
 - 8.8 **All bid bonds will be returned upon bidder's request but not before completion of the bidding process.**

On company letter head

Format for bid submission.

Bid for _____ Field

To,

G.M (SCM)

OGDCL, Head Office,

Islamabad

Subject:- TENDER ENQUIRY NO. PROC/LF/PT/COMM-LP-GAS (HUNDI SARI)/19083/23.

With reference to your press advertisement dated _____, 2023 in the press.

We are pleased to quote a price of **Rs. _____/MMBTU** for Hundi/Sari Field Low Pressure Gas.

We have read and fully understand the terms and conditions of this bidding and hereby confirm to abide by these at all times.

Authorized Signature

Name: _____

Date: _____

Company Seal

CHECK LIST OF BID SUBMISSION DOCUMENTS

Incomplete /incorrect documents shall not be considered by OGDCL in this process. The following check list may be used.

S/No.	Documents(attachments)	Yes	No
1.	Bid price/MMBTU on standard format.	<input type="checkbox"/>	<input type="checkbox"/>
2	Bid bond of Rs.2,000,000/- (Rupees two million) in the shape of DD/PO in favor of OGDCL.	<input type="checkbox"/>	<input type="checkbox"/>
3	Copy of NTN certificate & Sales Tax Registration with concerned Revenue Authority.	<input type="checkbox"/>	<input type="checkbox"/>
4	Undertaking to abide by all the applicable policies and procedures for low pressure Gas (on company letter head).	<input type="checkbox"/>	<input type="checkbox"/>
5	The draft GSA at Annex-A to be initialed and attached as an acceptance of Terms and Conditions therein.	<input type="checkbox"/>	<input type="checkbox"/>
6	Copy of valid certificate of incorporation of company/firm with SECP since at least last two years.	<input type="checkbox"/>	<input type="checkbox"/>
7	GST Registration certificate.	<input type="checkbox"/>	<input type="checkbox"/>
8	Company's Profile & Detail of Experience in the relevant business since at least last two years.	<input type="checkbox"/>	<input type="checkbox"/>
9	Latest Audited Financial Statements since at least last one year.	<input type="checkbox"/>	<input type="checkbox"/>

Authorized signatory

CNIC _____

DATE _____

Company Seal

HUNDI/SARI FIELD LOW PRESSURE GAS SALE/PURCHASE AGREEMENT

THIS AGREEMENT is made at Islamabad as of this the _____ day of _____, **2023** by and between;

Oil and Gas Development Company Limited, (OGDCL) a company incorporated under the Companies Ordinance, 1984 and having its head office at OGDCL House, Jinnah Avenue, Blue Area, Islamabad, Pakistan, (hereinafter referred to as the "Seller" which expression shall, where the context admits, include its successors and assigns),

AND

_____ bearing Computerized National Identity Card No. _____ resident of _____, doing business as M/s _____ Corporate Head Office at _____, (hereinafter referred to as "**Buyer**") which expression shall include, where the context may admit, his successors -in-interest and assigns).

WHEREAS, the Seller has been granted a Development and Production Lease ("Lease") for **Hundi/Sari Field, Salar Goth Tehsil Thana Bola Khan, District Jamshoro, Sindh.**

WHEREAS the Seller is producing certain quantities of Low Pressure Gas from the **Hundi/Sari Field** and in terms of the Lease the Seller has the right to produce and sell the petroleum therefrom.

WHEREAS, certain quantities of low pressure Gas produced from Hundi/Sari Field, which is available for sale and utilization for only permissible use.

WHEREAS, the Government, vide its letter # NG(III)-16(1)/97-M.MC dated 21st January 1998, has approved sale of low pressure gas in accordance with the applicable rules.

WHEREAS, the Terms & Conditions set forth in this Sale Purchase Agreement (SPA) are subject to the policy guidelines issued by Ministry of Petroleum & Natural Resources, Government of Pakistan (Regulatory authority) from time to time. The said policy guidelines/directives vide S.R.O. 107(I)/2017 dated Feb 17, 2017- Utilization of Flare Gas Guidelines 2016 shall be binding.

AND WHEREAS the Seller is desirous of selling and the Buyer is desirous of purchasing the Gas on the terms and conditions hereinafter appearing:

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

ARTICLE-1
DEFINITIONS

- 1.1 "**Gas**" means natural Gas associated with crude oil and produced by separation at surface from a Liquid Reservoir.
- 1.2 "**Billing Month**" means a period beginning at nine (9) a.m. on the first day of the calendar Month and ending at nine (9) a.m. on the corresponding day of the next succeeding Month.
- 1.3 "**Business Day**" means a day on which banks in Islamabad and Rawalpindi are open for business.
- 1.4 "**Buyer's Representative**" means an individual duly appointed and authorized in writing by the Buyer, to represent the Buyer and notified as such to the Seller.
- 1.5 "**Calendar Year**" means the year beginning from 1st January and ending on 31st December, both days inclusive.
- 1.6 "**Contract Period**" means the period as specified in Article-2 hereof.
- 1.7 "**Day**" means a period of twenty four (24) consecutive hours beginning at midnight Pakistan Standard Time and ending at 2400 hours Pakistan Standard Time.
- 1.8 "**First Delivery Date**" means the date on which first delivery of Gas is made to the Buyer.
- 1.9 "**Delivery Point**" means the point of delivery of Gas to the Buyer at the flange immediately downstream of the measurement equipment located within the Field.
- 1.10 "**Effective Date**" means the date on which this Agreement is signed and executed.
- 1.11 "**Field**" means the **Pasakhi Gas Field, District Hyderabad, Sindh.**
- 1.12 "**Low Pressure Gas**" means flared Gas produced from the Pasakhi Field which cannot be injected into the dehydration plant without compression.
- 1.13 "**Liquid Reservoir**" means a petroleum reservoir which under reservoir conditions of original temperature and pressure is predominately in the liquid phase.
- 1.14 "**Month**" means a month according to the Gregorian calendar.
- 1.15 "**MMSCFD**" means million standard cubic feet per day.
- 1.16 "**MSCF**" means one thousand (1000) standard cubic feet as required to fill one thousand cubic feet of space when the Gas is at an absolute pressure of fourteen point sixty five (14.65) pounds per square inch and at a temperature of sixty (60) degrees Fahrenheit.
- 1.17 "**MMBTU**" means million British thermal unit.
- 1.18 "**BTU**" means British thermal unit is a measure of heat, which is measured in units of energy. It is defined as the amount of heat required to raise the temperature of one pound of water by one degree Fahrenheit.
- 1.19 "**Petroleum**" means all liquids and gaseous hydrocarbons existing in their natural condition in the strata, as well as all substances, including sulphur, produced in association with such hydrocarbons, but does not include basic sediments and water.
- 1.20 "**SCF**" means standard cubic foot of Gas.
- 1.21 "**Seller's Facilities**" shall have the same meaning as set forth in Article 6.2 of this Agreement.

ARTICLE -II
EFFECTIVE DATE AND TERM

Notwithstanding anything to the contrary contained herein, but subject to the other terms and condition hereof, the term of this Agreement shall be for a period of five (05) years from the Effective Date (“TERM”). The Agreement may be terminated at an earlier date in accordance with Article-X hereof. Upon expiry of this Agreement, OGDCL shall have the right to dispose of low pressure gas as per company policy.

ARTICLE-III
QUANTITY

- 3.1 Subject to Articles VIII, X and XIII of this Agreement, the Seller shall supply to the Buyer approximately **1.8** MMSCFD of Low Pressure Gas for the term of this Agreement.
- 3.2 Buyer recognizes and agrees that Seller shall not be liable for any interruption in supply of Low Pressure Gas caused by any technical reason.
- 3.3 OGDCL will not be responsible for in consistent flow and unavailability of low pressure Gas at unknown time from this Hundi/Sari field.
- 3.4 The Buyer recognizes that Gas is being produced from the Liquid Reservoir and there may be variation in the quantity and quality of Low Pressure Gas produced and sold under this Agreement and that Seller shall not be liable for any damages, loss, injury or claims under this Agreement for such variation in the quantity and/or quality of Low Pressure Gas, delivery pressure, Gas specifications or complete stoppage of Gas supply due to reservoir constraints/depletion or any other technical reason.

ARTICLE -IV
DELIVERY

- 4.1 The Seller shall deliver the Low Pressure Gas to the Buyer at the Delivery Point wherefrom the risk and title to Low Pressure Gas shall pass on to the Buyer.
- 4.2 On the Effective Date the Buyer shall submit a location plan of Buyer's Gas utilization facility to Seller for approval, which facility shall be at least five hundred (500) meters away from the Delivery Point.
- 4.3 The Buyer shall construct and use the entire Low Pressure Gas gathering system downstream of the Delivery Point at its own cost and risk in accordance with the applicable laws, rules and the safety regulations and environmental laws.
- 4.4 The Buyer shall be solely responsible for the construction and operation of Gas transportation facilities downstream of the Delivery Point to enable the Buyer to receive and transport the Gas supplied to the Buyer at the Delivery Point. Prior to the construction of such Gas transportation pipeline facility, Buyer shall obtain necessary licenses/approvals from the relevant authorities.

ARTICLE -V
MEASUREMENT

- 5.1 The quantity of Low Pressure Gas delivered shall be determined through Seller's Gas meters on the basis of approved chart. Methods and standards used for calculation of Gas quantity shall, as far as reasonably practicable, be such as are approved and accepted by the American Gas Association for such purpose. The measurement or reading shall be carried out by the Seller and shall be considered accurate, conclusive and final.
- 5.2 The quantity of Low Pressure Gas as determined by the Seller pursuant to Article 5.1 hereof shall be the invoiced quantity.
- 5.3 The Buyer shall have the right to be present at the Seller's premises to witness the meter readings and to inspect the Seller's Gas measurement meters upon a written request in advance of such inspection at a mutually convenient time and date. However, the Buyer shall not dispute the quality of Gas (Permeate) in any manner and shall accept the same on an as where is basis without objection.

ARTICLE -VI
FACILITIES

- 6.1 **Within ninety (90) days of the Effective Date, the Buyer shall install and operate at the Buyer's sole cost, risk and expense certain facilities which are necessary to enable Low Pressure Gas to be delivered hereunder by the Seller and to be accepted by the Buyer at the Delivery Point as of the Delivery Date and up to the end of the Contract Period ("Buyer's Facilities") failing which buyer will be invoiced for the contractual gas quantity till such time the buyer installs and operates its facilities successfully. Buyer's Facilities shall include any required connection from the measurement equipment to the Buyer's Facilities.**
- 6.2 The Seller undertakes that, at its sole cost, risk and expense, it has already constructed and installed all necessary wellheads, Gas gathering lines and separators, (hereinafter collectively referred to as "Seller's Facilities") needed to deliver the Gas to the Buyer at the delivery point.
- 6.3 The maintenance and repair of the Buyer's Facilities or replacement of the same or of any part of such facilities shall be the sole responsibility of the Buyer with no cost to the Seller.
- 6.4 The Buyer shall be under sole obligation to obtain land for right of way for laying, constructing and installing on of Buyer's Facilities as per the relevant laws/regulations and shall pay the rent due to the landlord or Government, as the case may be.
- 6.5 The Buyer's Facilities shall have all necessary equipment with the operating flexibilities to adjust quantity, quality and pressure of Gas in order to allow continuous flow of Gas from the Seller's Facilities to the Buyer's Facilities.
- 6.6 The Buyer's Facilities shall have provision to flare the Gas during the period of non-utilization or of temporary shut-down. The price of such flared Gas shall be payable by the Buyer to the Seller, irrespective of whether such non utilization or temporary shutdown is an event of Force Majeure, so long as the Seller promptly shuts down supply of Gas upon receipt, at the seller's address for services, of a notice of Force Majeure in accordance with the provisions of this Agreement and duly approved by the Seller.

ARTICLE-VII
PRICE, PAYMENTS AND ADVANCE

- 7.1 The price of Gas applicable during the first year of the contract period shall be **Rs. ___/MMBTU** (the “Gas Price”). The Gas Price shall be subject to upward adjustment by 10% per annum or the prevailing market price, whichever is higher.
- 7.2 For the purpose of payment, on the Effective Date the Buyer shall maintain “Cash Deposit” with the Seller, at all times during the term of this agreement, equal to the value of Gas of two (02) months, calculated on the basis of Gas Price and applicable taxes on the monthly contractual quantity for the respective contract year. The Cash Deposit shall be maintained by the Buyer with the Seller in the Seller’s nominated bank account. The payment should be made through a Bank Demand Draft or Pay Order drawn in favor of Oil & Gas Development Company Limited, Islamabad.
- 7.3 Within first ten (10) days of each Month, the Seller shall raise an invoice to the Buyer for the quantity of Gas delivered in the preceding month, giving details of the volume of Gas delivered, the amount due against Gas on the basis of prevailing Gas Price and the amount of Government levies i.e. Federal Excise Duty, General Sales Tax and any other tax levied now or in future. A separate invoice shall be raised for General Sales Tax.
- 7.4 In case of non- intake of gas other than force majeure, the buyer shall be charged for the contractual quantity.
- 7.5 The Buyer shall pay the Seller’s monthly invoice (including Federal Excise Duty, General Sales Tax and any other tax levied now or in future) in full irrespective of “Cash Deposit/ Performance Security” within seven (7) days of the date of the invoice through Bank Draft or Pay order.
- 7.6 If the payment by the Buyer is received later than the last Business Day in the period specified above, then the amount due shall bear **Late Payment Surcharge (“LPS”)** at the rate **kibor + 2%** for the defaulted period if any. The three consecutive late payments will lead buyer to increase the amount of Performance Security/ Cash Deposit to current value of gas of three (03) months in order to receive gas supply.
- 7.7 In the event the Buyer disputes the invoice amount or any part thereof, the Buyer shall notify Seller of such dispute within ten (10) days (excluding weekly and gazetted holidays) of receipt of such monthly invoice specifying the amount which is in dispute therein with reasons. The Buyer shall however pay any disputed portion of the disputed invoice in accordance with Article 7.4. In the event any amount is not paid by the Buyer on account of a dispute as aforesaid, the said amounts or any portion thereof subsequently determined to be payable or agreed to be paid pursuant to the mutual settlement, shall be paid with surcharge at the rate specified at Article 7.5. If upon resolution of disputes it is established that Buyer is not liable to pay the disputed amount or any part thereof, then the Seller shall issue credit note for such amount finally determined to be not payable by the Buyer.
- 7.8 In the event the Seller’s invoices are not paid by the Buyer in accordance with the provisions contained in this Agreement or in case the Buyer violates or breaches the Agreement, the Seller shall have right to forfeit the amount of Performance Security/Cash Deposit without notice to the Buyer in addition to availing any other remedy available to it under the law or in terms of this Agreement.

ARTICLE-VIII
SUSPENSION OF GAS SUPPLY

8.1 In the event that the payment of the invoiced amount or of any LPS is not made within a period of 07 (seven) days of becoming due, the Seller shall have the right to suspend, entirely at the Buyer's risk and cost, deliveries of Gas till such time all due payments and arrears together with LPS are paid.

ARTICLE-IX
DUTIES AND TAXES

9.1 The Seller shall have the responsibility to pay all lawfully applicable royalties and taxes on its income in accordance with the applicable laws in force from time to time.

9.2 Subject to Article VII above, the Buyer shall have the responsibility to pay all other lawfully applicable taxes, charges, sales tax, fees and excise duty whether present or future, levied by the federal or a provincial governments or any local authority, in respect of the Gas which is purchased by the Buyer under terms of this Agreement.

9.3 Payments by the Buyer to Seller may be subject to such withholding tax as may be applicable under ordinance 2001 (XLIX of 2001) and Sales tax Act 1990 as amended time to time. If the Buyer is required to withhold any amount from an invoice, which amount would otherwise be due, the Buyer shall provide, by the due date for payment of such invoice, to the Seller a copy of a valid notification, rule or circular requiring such withholding as well as a withholding tax certificate showing the amount of tax withheld and relevant Section/Rule.

9.4 Excise Duty, Sales Tax and other Taxes levied now or in the future on Gas delivered by the Seller under this Agreement shall be passed on to the Buyer. The Seller shall recover such excise duty and taxes in the following manner:

- i) Seller shall invoice the Buyer for the amount of excise duty and other taxes in accordance with the relevant provisions of this Agreement or in terms of the relevant laws, rules and/or notifications/circulars.
- ii) The Buyer shall pay such invoiced amounts in accordance with the relevant provisions of this Agreement.

ARTICLE-X
TERMINATION OF THE AGREEMENT

10. Notwithstanding any other clause of this Agreement, the Seller has the right to terminate this Agreement, by service on the Buyer of a fifteen (15) days prior written notice, due to any or all of the following reasons:

- i. In the event the Buyer is in default of any provision of this Agreement, particularly Articles-VII and IX, which default the Buyer fails to rectify to the satisfaction of the Seller within a period of fifteen (15) days following the initial default.
- ii. Buyer is in default & Violation of this Agreement.
- iii. Buyer fails to make timely payment as per Article-XVII.
- iv. Withdrawal of Government approval/authorization to sell/purchase the Gas under this Agreement.
- v. Buyer fails to obtain necessary license as per Article-IV
- vi. Termination or expiry of the Lease.

- vii. Depletion or failure for any reason of the reservoir.
- viii. Termination in accordance with Article-XIII.
- ix. In ability of buyer to consistently receive the referred quantity as per Article-III (3.1) of this agreement.

ARTICLE-XI
ASSIGNMENT

11. The Buyer shall not assign or otherwise transfer any part of its interest in this Agreement to any third party, without the prior written consent of the Seller.

ARTICLE-XII
ARBITRATION

12. In the event of any question, difference or dispute whatsoever arising between the parties under or in connection with this Agreement or any Article or provision herein contained, or the construction thereof, or as to any matter in any way connected therewith or arising therefrom, which cannot be amicably settled, the same shall be referred to arbitration under the Arbitration Act 1940. The decision of the arbitrator shall be final and binding on the parties. The venue of the arbitration will be Islamabad, Pakistan. Any payable under arbitration shall be deposited by the buyer to the Arbitrator as performance guarantee to receive the gas supply during the Arbitration period.

ARTICLE-XIII
FORCE MAJEURE

- 13.1 In the event of Force Majeure, the obligations of the parties (other than the obligation to make payment due as provided by this Agreement) under this Agreement shall be excused during the time to the extent that performance thereof is prevented wholly or in part by Force Majeure.
- 13.2 "Force Majeure" shall mean any event or circumstance which is not within the reasonable control of the party affected thereby and which causes or results in default or delay in the performance by such affected party or any of its obligations hereunder and then only to the extent to which such party, acting reasonably, is not able to prevent, mitigate or overcome that event or circumstance. It shall include but not be limited to:
- a) Acts of God, including but not limited to cyclones, epidemics, landslides, earthquakes floods and washouts.
 - b) Strikes or other industrial disturbances, which prevent the delivery or acceptance of Gas at the delivery point.
 - c) Federal Government or Provincial Governmental law, regulation, judicial order, decree, restriction, restraint, prohibition, intervention or expropriations or the failure of any Governmental or semi-governmental entity to act.
 - d) Explosions, collisions, radiation, act of the public enemy, act of war (declared or undeclared), blockade, riot, civil commotion or disturbance, sabotage, terrorism, violations of public order, insurrection or national emergency (whether in fact or law).
 - e) Freezing of wells or pipelines or rupture of pipelines, partial or entire failure of natural Gas reserves, or non-availability or shortage of Gas due to inadequate reserves, or poor quality of the Gas naturally extracted.
 - f) Any other relevant event or circumstances outside the reasonable control of the Party affected thereby.
 - g) Unexpected and unforeseen failure of equipment.

- 13.3 Force Majeure shall not include the inability of the Buyer to make any payment due in terms of this Agreement or to accept deliveries of Gas due to the loss of Buyer's commercial demand or commercial use or loss of profit from the Gas.
- 13.4 A Party claiming to be affected by Force Majeure shall:
- a) Promptly notify the other party of the occurrence and details of any event or circumstance said to give rise thereto and the estimated nature and extent of the delay in performance of its obligations under this Agreement resulting therefrom; and
 - b) If the Force Majeure event has caused damage to or destruction of any facilities, submit a plan for the repair or reinstatement thereof, provided that no party shall be obliged to take such action by the provision of this Article 13.4 if, in the reasonable opinion of such party, it would not be economical or commercially viable to do so.
- 13.5 The party affected shall use all reasonable diligence to overcome the effects of the Force Majeure as quickly as possible, provided that the settlement of strikes, labor disputes, matters relating to kidnapping, extortion or the like shall be at the sole discretion of the party affected thereby and provided further that the party affected shall not be obliged to incur expenditure to overcome the events or circumstances which caused the Force Majeure which would make it uneconomical and commercially unviable to continue to be party to this Agreement.
- 13.6 If a party is prevented from performing an obligation under this Agreement as a result of Force Majeure and such obligation is to be performed within a given time frame, such time frame shall be extended by the duration of the Force Majeure period.
- 13.7 In the event that a party affected by Force Majeure could only overcome the force Majeure by incurring expenditure which would make it uneconomical for that party to continue to be a party to this Agreement or circumstances or events caused by the Force Majeure are incapable of remedy, and in either case the delivery or acceptance of Gas at the Delivery point is prevented, it shall have the right to terminate this Agreement upon giving thirty (30) days' notice to the other party.

ARTICLE-XIV **INDEMNITIES**

- 14.1 Seller shall indemnify and hold harmless the Buyer from and against any and all claims either by Seller or any third parties for damages or losses which may occur upstream of the Delivery Point and which arise directly out of defects in the design, engineering, construction or operation of the Seller's Facilities and which are not events of Force Majeure.
- 14.2 Buyer shall indemnify and hold harmless the Seller from and against any and all claims either by Seller or any third parties for damages or losses which may occur downstream of the Delivery Point and which are not due to any defect in or failure of the Seller's Facilities, or due to any act solely attributable to the Seller, and which are not events of Force Majeure.
- 14.3 The Buyer shall solely be responsible for obtaining necessary approvals, licenses, permissions from the relevant Government authorities for the utilization of Gas.
- 14.4 No party shall be liable to any other party in respect of any consequential loss or damage suffered by any other such party howsoever caused, whether or not due to the negligence of a party including loss of profit, contract or revenue.

ARTICLE-XV
NOTICES

15.1 Any notice, request, demand or statement provided for in this Agreement shall be made in writing and shall be directed by mail courier service or fax to the head office of the other party at the following addresses:

a. SELLER

OIL AND GAS DEVELOPMENT COMPANY LIMITED
HEAD OFFICE, OGDCL HOUSE, JINNAH AVE, BLUE AREA,
ISLAMABAD
FAX NO. 92-51-2623068
PHONE NO. 92-51-920023630

b. BUYER

Notices shall be deemed effective upon receipt by the party to be notified.

ARTICLE XVI
MODIFICATION

The terms of this Agreement may only be modified in writing, as mutually agreed upon by the parties hereto.

ARTICLE XVII
USAGE OF GAS

The Gas received under this agreement shall be used by buyer in accordance with the best industry practice and in compliance of all applicable laws, regulatory requirements and HSEQ standards.

ARTICLE XVIII
GENERAL

18.01 Entire Agreement and Amendments. This Agreement is the entire agreement between the parties and supersedes all earlier and simultaneous agreements regarding the subject matter, including, without limitation, any invoices, business forms, purchase orders, proposals or quotations. This Agreement may be amended only in a written document, signed by both parties. The parties acknowledge that they are independent contractors under this Agreement, and except if expressly stated otherwise, none of the parties, nor any of their employees or agents, has the power or authority to bind or obligate another party. Except if expressly stated, no third party is a beneficiary of this Agreement.

18.02 Governing Law and Forum. All claims regarding this Agreement are governed by and construed in accordance with the Laws of Islamic Republic of Pakistan, applicable to contracts wholly made and performed in such jurisdiction, except for any choice or conflict of Law principles, and must be litigated in Islamabad Pakistan.

18.03 No Waivers, Cumulative Remedies. A party's failure to insist upon strict performance of any provision of this Agreement is not a waiver of any of its rights under this Agreement. Except if

expressly stated otherwise, all remedies under this Agreement, at Law or in equity, are cumulative and nonexclusive.

IN WITNESS WHEREOF, the parties hereto execute this Agreement on the day, month and the year first written.

BUYER

SELLER

M/S. _____
NAME: _____
POSITION: _____
CNIC NO. _____

OIL & GAS DEVELOPMENT CO. LTD
NAME & DESIGNATION

BUYER WITNESSES:

SELLER WITNESSES:

1. _____

1. _____

CNIC NO. _____

CNIC NO. _____

2. _____

2. _____

CNIC NO. _____

CNIC NO. _____