

OIL & GAS DEVELOPMENT COMPANY LIMITED



TENDER ENQUIRY NO. PROC-SERVICES/CB/EXPL-2040/2017

**AVO INVERSION AND RESERVOIR CHARACTERIZATION THAL
SOUTH 3D SEISMIC DATA THAL E.L**



OIL & GAS DEVELOPMENT COMPANY LIMITED
SUPPLY CHAIN MANAGEMENT DEPARTMENT
SERVICES SECTION

OGDC HOUSE
JINNAH AVENUE,
ISLAMABAD – PAKISTAN

PHONE :+92-51- 92002 3780
EMAIL: ejaz_rizvi@ogdcl.com
POST CODE : 44000

**SUBJECT: LETTER FOR INVITATION TO BID FOR AVO INVERSION AND
RESERVOIR CHARACTERIZATION THAL SOUTH 3D SEISMIC DATA THAL E.L**

1. INTRODUCTION

Oil and Gas Development Company Ltd (OGDCL) is Pakistan's leading E&P sector company, having operations at about 50 locations and fields in all the four provinces. The Company is listed and traded on Pakistan stock exchange of with highest market capitalization. Recently the Company, through GDR process, has also been listed on London Stock Exchange. More details about the Company can be obtained from its website www.ogdcl.com.

2. OBJECTIVE

OGDCL Intends to hire subject Services as per Annexure-A. Interested bidders are required to submit their bids strictly as per Terms of Reference (TOR) / scope of work (Annexure-A) and instructions to bidders given in this tender document.

3. Sealed bids are hereby invited under Competitive Bidding (CB) procedure from eligible bidders from the countries maintaining bilateral trade relations with Pakistan for Services as listed in the Terms of Reference (TOR) "Annexure-A" of the attached Tender Documents. **The prices may be quoted as per details mentioned in TOR "Annexure-A".**

4. PROSPECTIVE BIDDERS SHOULD PARTICULARLY NOTE THAT:

4.1 Bids will be accepted only if the materials / services and supplies being offered are produced and manufactured in the country(s) maintaining bilateral relations with Pakistan. Bidder (s) participating in bidding process for provision of service (s) to OGDCL should invariably be registered with Provincial Revenue Authority at the time of submission of its bid to OGDCL.

4.2 Each bid valid for minimum 180 days from the date of opening of the bids must be accompanied by a Bid Bond in the form of a cash deposit receipt (CDR), a Bank Draft or a Bank Guarantee issued by scheduled Bank of Pakistan or a branch of foreign bank operating in Pakistan, except NIB Bank, for an amount mentioned in clause#31 and valid for 210 days from the date of opening of bids. The Bank Guarantee will be issued by a scheduled Bank, except NIB Bank, in accordance with the format as per Annexure-B of the tender Documents. Bid Bond will not be acceptable with the banks whose market price per share is quoted below the par value at the stock Exchange

4.3 Bid Bond through telex / fax shall not be acceptable.

4.4 On acceptance of the bid by the Purchaser the successful bidder shall be required to furnish Performance Bond / Bank Guarantee for an amount equivalent to 10 % of the Contract value for the required Services in US

Dollars or in currency of Bidder or equivalent in Pakistan Currency as per Annexure-C.

5. The Purchaser does not take any responsibility for collecting the bids from any Agency. Your authorized representative may attend the Tender opening if desired. The request for extension of closing date and time shall not be entertained and tender received after closing time or date shall be returned to Bidder unopened.
6. The Purchaser reserves the right to increase or decrease the quantities / Scope of Work and accept or reject any or all bids or cancel any or all items at anytime without assigning any reasons thereof.
7. The Purchaser reserves the right to have the items inspected by its own representatives or through third party, wherever applicable.
8. It must be indicated in the offer that the quotation fully conforms to Technical Specifications and Terms & Conditions of the Tender Enquiry.

9. **TIME AND PLACE FOR SUBMISSION FO BIDS.**

Bids must be delivered / dropped in the tender box / OGDCL reception at time & date mentioned in Press Tender Notice” at the following address:-

Manager (SCM) Services

Oil & Gas Development Company Limited
Supply Chain Management Department
OGDCL House, Jinnah Avenue, Islamabad (Pakistan)
Phone No. 92-51-920023780/ 3652
Email: ejaz_rizvi@ogdcl.com

10. **OPENING OF BIDS**

Bids will be opened at the time and date mentioned in Press Tender Notice on the place noted above.

11. Any company registered at places e.g. Vigin, Cayman, Nausa, Jersy and Bohaman Islands shall not be entertained and bids if submitted shall be rejected.

12. **TWO ENVELOPE BIDDINGS**

1. Bids against this tender are invited on **Single Stage Two Envelope Bidding Procedure;** therefore, the bidders shall submit original and copy of their Technical and one original Financial bid.
2. Tender Annexure to be added in both the bids; UN-Priced with technical Bids & Priced with Commercial Bids.
3. Both the bids shall be submitted simultaneously in separate sealed inner and outer envelopes. The envelope containing Technical Bid must be marked clearly **“Technical Bid”** and containing Financial Bid must be marked clearly **“Financial Bid”** along with indication on the envelopes as **“ORIGINAL”** and **“COPY”**.

13. The Technical Bid will be opened at first and evaluated. The Financial Bid of only those bidders will be opened who are declared technically Responsive.

14. The Financial Bid must be complete in all aspects and comparable. Conditional Prices and/or Prices mentioned other than Rate Format/Financial Evaluation Criteria, may not be accepted. In case, the Bidder is not charging any rate and/or the rates are not applicable, Zero (0) must be clearly mentioned.
15. The contract / service order will remain valid till completion of job / period specified in Terms of Reference (TOR) at Annexure "A". Any extension in validity of contract / service order will be subject to written mutual consent of both the parties.
16. The interested bidders must confirm their willingness to submit bid proposals at least ten (10) working days before the last date for bid submission, giving complete mailing address, email etc.
17. No alternation in OGDCL's uploaded tender documents is allowed. Any attempt for alteration/amendment in the tender documents may lead to disqualification of the bidder.
18. The Bank Guarantee, in any form, issued by NIB Bank shall not be accepted.

MANAGER (SCM) SERVICES
OIL & GAS DEVELOPMENT COMPANY LIMITED
PHONE: 0092-51-92002 3780
Email: ejaz_rizvi@ogdcl.com

INSTRUCTIONS TO BIDDER

1. PROSPECTIVE BIDDERS SHOULD PARTICULARLY NOTE THAT:

- 1.1 Bids valid for minimum of 180 days from the date of opening of bids, must be accompanied by Bid Bond (to be attached with **Technical Proposal**) in the form of a Bank Guarantee for an amount of USD/Pak Rupees(*mentioned at Clause-31*) and valid for 210 days from the date of opening of bids. The Bank Guarantee should be issued by a Pakistani Scheduled Bank or branch of a foreign bank operating in Pakistan, except NIB Bank, in accordance with the Format at **Annexure-“B”**.
- 1.2 Bid Bonds through fax shall not be acceptable.
- 1.3 On acceptance of Bid by the purchaser, the successful Bidder shall, within 15 days of the receipt of Letter of Intent (LOI) furnish an acceptable performance Bond/Bank Guarantee for an amount equivalent to 10% of the total contract value in US\$ or equivalent in Pak Rupees, issued by Pakistani Scheduled Bank or Branch of a Foreign Bank operating in Pakistan, except NIB Bank, in accordance with the Format at Annexure-C.
- 1.4 The Terms and Conditions form an integral part of Tender Enquiry and must be taken into consideration before submitting your quotation.
- 1.5 The Purchaser does not take any responsibility for collecting the Bids from any Agency. Your authorized representative may attend the Tender Opening if desired. The requests for extension of closing date and time shall not be entertained and tender received after closing time or date, shall not be accepted and returned to Bidders unopened.
- 1.6 The purchaser reserves the right to increase or decrease the quantities /scope of work to a reasonable percentage and accept or reject any or all bids or may cancel any or all items at any time without assigning any reasons therefore.

2. THE BIDDING DOCUMENTS COMPRISE OF THE FOLLOWING:-

- a) Instructions to Bidders
- b) Terms of Reference / Scope of Work, (Annexure-**A**)
- c) Format of Bid Bond (Annexure-**B**).
- d) Format of Performance Bond/ Bank Guarantee (Annexure-**C**)
- e) Format of Bidding Form(Annexure-**D**)
- f) Format of Integrity and Ethics undertaking (Annexure-**E**)
- g) Affidavit for Not Black Listing (Annexure-**F**)
- h) Date Summary Sheet to be attached with technical bid (Annexure-**G**)
- i) Date Summary Sheet to be attached with financial bid (Annexure-**H**)
- j) Draft Contract /Draft Service Order (Annexure-**I**)

3. TIME AND PLACE FOR SUBMISSION OF BIDS

Sealed Bids as per clause-18 of Instructions to bidders given in this document must be delivered / dropped in the office detailed as per time and date given in Press Tender Notice.

4. OPENING OF BIDS

Bids will be opened at OGDCL House, Islamabad, as per time and date given in Press Tender Notice.

5. PREPARATION OF PROPOSAL

Contractors will prepare their bids in two parts i.e. Technical Proposal (Part-I) and Financial Proposal (Part-II). Technical bid shall consist of one original and one copy whereas financial bid shall consist of original only and both the bids should be sealed in separate envelopes.

TECHNICAL PROPOSAL: should demonstrate firm's capability to provide the required Services and its understanding of the requisite tasks set forth in the Tender Document. Availability of the following information / documents in the technical proposal must be ensured for proper evaluation of the bid.

(i). Requested information/ sheets, in full with reference to the instructions given in **Terms of Reference/ Scope of Work** at Annexure-"A".

(ii). Background, organization and experience of bidding firm and of any firm that would be associating with for the purpose of providing the services for this project/contract. A list of past and present major work(s) of similar nature / type i.e carried out, or being carried out, by bidding and associate firm, if any with evidence in shape of work completion certificate or duly signed contract.

(iii). General approach or methodology proposed for carrying out job including all detailed information, as may be deemed relevant.

(iv). Unpriced draft agreement.

(v). Unpriced copy of financial bid.

If the bid is submitted by a joint venture of two or more companies, then the portion(s) of the project work to be carried out by each joint venture partner shall be very clearly identified.

Name, qualification, employment record and detailed professional experience of each expert, to be assigned for providing the proposed services, with particular reference regarding similar assignments undertaken by the bidder should also be provided in the bid. In proposing the personnel for this work, it will be encouraged to associate with domestic contractor(s) who are qualified to provide part of the services required.

Association agreement shall have to be produced by the joint venture partners accepting responsibility for the successful completion of the project separately and jointly.

FINANCIAL PROPOSAL: Financial Proposal should contain:

- (i) This tender document duly signed and stamped by the bidder.
- (ii) Duly filled in "Format For Rates" in accordance with instructions given in **Terms of Reference / Scope of work (TOR)** at (Annexure-"A").

All pages of the bid proposal shall be signed and stamped by duly authorized representatives of the bidder. Proof of authorization shall be furnished in the form of valid written power of attorney, which shall accompany the bid. The person signing the bid shall initial all pages of the bid where entries are made.

BID PRICE:

- a. Bid price shall be inclusive of all taxes (except Provincial Sales Tax/ ICT Tax on services in Pakistan), duties, levies, charges etc.

- b. The prices should be quoted in USD. However payment to all Pakistan based companies will be made through cross cheque in 100% Pak Rupees, at actual, against verified invoices at official exchange rate prevalent on the date of payment.
- c. To Foreign based Companies, the payment will be made in US\$ at actual against verified invoices through Irrevocable Letter of Credit(LC)
- d. The prices charged by the successful bidder (contractor) for required services shall not vary from the prices quoted by the service company.

6. COST OF BIDDING.

The bidder shall bear all costs associated with the preparation and submission of his bid and OGDCL will in no case be responsible or liable for those costs, regardless of the outcome of the bidding process.

7. ADDITIONAL SERVICES

Contract price will be subject to adjustment as a result of addition/reduction in scope of work. However, unit price quoted for such work shall be used as base price for computation of final invoice. Contractor should take approval for such changes in writing from OGDCL. Rates and quantum of any additional job, not covered in the scope of work shall be subject to approval of OGDCL.

8. UNSKILLED LABOUR

Unskilled labor for handling tools and equipments will be on account of bidder.

9. LANGUAGE OF BIDDING

The bid must be prepared and submitted in the English language. Supporting documents and printed literature furnished by the bidder with the bid may be in another language as long as they are accompanied by an English translation of the pertinent passages. For the purpose of interpretation of the Bid, the English language shall prevail.

10. BID VALIDITY.

- 10.1. The Bid shall remain valid and open for acceptance for a period of 180 days from the specified date of tender opening.
- 10.2. In exceptional circumstances prior to expiry of the original bid validity period, the bidder may be requested in writing for an extension of the period of validity. A bidder agreeing to such request will not be permitted to modify his bid.

11. ALTERNATIVE BIDS.

- 11.1 In the event that the bidders submit an Alternative bid(s) whether in whole or against any of the items, a group of sub group, in addition to its Main Bid, the bids must be marked as “**Main Bid**” and “**Alternative Bid**”. Alternative Bids which don't conform to the specifications may be submitted. However, only the Alternative bid of the Bidder whose Main Bid is the lowest evaluated bid will be considered.
- 11.2 A Bidder, who wishes to have its Alternative bid(s) considered on an equal basis with all other (Main) bids, must submit a **Bid Bond** for each Alternative bid. An Alternative bid must be submitted in a sealed envelope clearly marked “**Alternative Bid**”, separate from the Main bid.

12. BID BOND.

- 12.1 The bidder shall furnish with the **Technical bid proposal**, as part of his bid, a bid bond for an amount of US\$ /Pak Rupees (*mentioned at Clause-31*).
- 12.2 The Bid Bond in the form of a cash deposit receipt (CDR), a Bank Draft, CDR or a Bank Guarantee issued by scheduled Bank of Pakistan or a branch of foreign bank operating in Pakistan, except NIB Bank, for an amount mentioned in Clause#31 and valid for 210 days from the date of opening of bids. The Bank Guarantee will be issued by a scheduled Bank in accordance with the format as per Annexure-B of the tender Documents.
- 12.3 Any bid not accompanied by the requisite Bid Bond is likely to be declared non-responsive. The bid bond of unsuccessful bidders will be returned. The bid bond of the successful bidder shall be discharged after he has executed the contract.
- 12.4 The bid bond may be forfeited if a bidder withdraws his bid during the period of bid validity or if the Bidder, having been notified of the acceptance of his bid by the Company during the period of bid validity:
- 12.4.1 Fails, refuses or delays to execute the Contract in accordance with the instruction to Bidders, or
- 12.4.2 Fails, refuses or delays to furnish Performance Bond in accordance with the instruction to Bidders.

Note:

“As regards to the requirement of Bid Bond, PPRA rule does not distinguish between any private or public entity, therefore, bidders are required to submit bid bond irrespective of their status as private bidder or public sector bidder”.

Non submission of bid bond of required value by the bidders shall summarily result in disqualification of their bid.

13. AMENDMENT OF BIDDING DOCUMENTS.

- 13.1 At any time prior to the deadline for submission of Bids, OGDCL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by amendment.

13.2 The amendment shall be part of the Bidding Documents, and will be notified to all the prospective bidders by uploading the same on OGDCL website.

14. CLARIFICATION(s) / QUERIES OF TENDER

The bidders are expected to carefully examine all instructions, forms and specifications in the Bidding Documents. Any bidder in doubt as to the exact meaning or interpretation of any part of the Bidding Documents should immediately seek clarification in writing from;

**Manager (SCM) Services
Oil and Gas Development Company Ltd,
Jinnah Avenue, Islamabad, Pakistan
Phone #. 0092-51-920023780/ 3652
Email: ejaz_rizvi@ogdcl.com**

For requests of all clarifications in regard to the information contained in Tender Documents made over the telephone shall not be entertained. All inquiries about the tender made to OGDCL and OGDCL's response will be made known to other bidders without disclosing identity of the bidder who made the enquiry.

15. CONTRADICTIONS, OBSCURITIES AND OMISSIONS

The Bidder should likewise notify the above of any contradictions, obscurities and omissions in the Bidding Documents if clarification of these is necessary for the clear understanding of the documents and for preparation of the bid. Such enquiries, clarifications, queries with reference to clause - 14 above must reach the above named not later than two weeks before the bid submission date otherwise the same will not be responded by OGDCL.

16. DEADLINE FOR SUBMISSION OF BIDS.

- 16.1 The original bid, together with the required copies must be delivered to OGDCL at the address specified in clause-18, not later than the time and date specified *in Press Tender Notice*.
- 16.2 OGDCL may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause-13, in which case all rights and obligations of OGDCL and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 16.3 Bids will be opened in presence of the bidder's representative who chooses to attend the bid opening at the time and date mentioned in the Tender Notice or on the extended date with reference to clause - 16.2.
- 16.4 The envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "LATE".
- 16.5 If the envelopes are not marked as instructed below, OGDCL will assume no responsibility for the misplacement or premature opening of the bid.
- 16.6 In case due date bids opening falls on holidays, the bid will be opened on next working day.

17. MODIFICATIONS AND WITHDRAWAL OF BIDS.

- 17.1 Bidder may modify or withdraw his bid after submission, provided that written notice of the modification or withdrawal is received by OGDCL prior to the prescribed deadline for submission of bids.
- 17.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as for the bid.
- 17.3 No bid shall be modified subsequent to the deadline for submission of bids and before the expiry of the period of bid validity.
- 17.4 No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity.

18. SEALING, MARKING AND TRANSMISSION OF THE BID

18.1 Your detailed "**Technical Proposal**" and "**Financial Proposal**" should be submitted in separate envelopes. The envelopes containing Technical and Financial Proposals shall be properly sealed, stamped and marked as follows:

(a) Bid against TENDER ENQUIRY NO. ((As per Press Advertisement)).
Do not open before ((As per Press Advertisement)) Hours (PST) of Bid opening date ((As per Press Advertisement)).

TECHNICAL PROPOSAL

(Description, As per Press Tender Notice)

Manager (SCM) Services

OGDCL House, Jinnah Avenue, Islamabad.

Ph: # 051-920023780/ 3652, email: ejaz_rizvi@ogdcl.com

(b) Bid against TENDER ENQUIRY NO. (As per Press Tender Notice)

Do not open before (As per Press Tender Notice)
Hours (PST) of Bid opening date: (As per Press Tender Notice)

FINANCIAL PROPOSAL

(Description, ***As per Press Advertisement***)

Manager (SCM) Services

OGDCL House, Jinnah Avenue, Islamabad.

Ph: # 051-920023780 / 3652, email: ejaz_rizvi@ogdcl.com

- 18.2 If the envelope is not marked as instructed above, OGDCL will assume no responsibility for the misplacement or premature opening of the bid.
- 18.3 In addition you should advise by fax to OGDCL of the dispatch of your proposal.

19. LATE BIDS

Any Bid received after deadline for submission of Bids prescribed by OGDCL pursuant to Clause- 16 above will be rejected and returned unopened to the bidder.

20. BID OPENING

The Bid shall be opened publicly in the Procurement Department of OGDCL by the Tender Opening Committee in the presence of Bidder's representatives who choose to attend the bid opening at the time and date specified in Press Tender Notice or on the extended date with reference to clause- 16.2 above.

21. EVALUATION OF PROPOSALS.

Technical proposal of the bid shall be reviewed first to determine / check its technical responsiveness and conformity with the requirement of bid. The technical evaluation shall be carried out on the basis of information /data spelled out at Annexure "A"/ITB provided with this document. Technically responsive and financially lowest evaluated bidder in line with the bid evaluation criteria given in the scope of work /TOR will be considered for award of job.

22. CRITERIA FOR SUMMARY REJECTION.

Bidder should ensure to submit their bids meeting following summary criteria failing which their bids are likely to be considered non responsive for detailed evaluation.

- 22.1 The Bid must be prepared in the English Language.
- 22.2 The Bid must be unconditionally valid for 180 days from the date of Bid Opening.
- 22.3 The Technical bid must be accompanied with the duly signed and stamped "Bidding Form" given at Annexure "D" of the tender documents without any exception/ deviation.
- 22.4 Bids should not be submitted in the form of Telex or Telegram.
- 22.5 Bid must reach before as mentioned in the Tender Notice or as per clause-16.
- 22.6 Technical Bid must be accompanied by a bid bond as specified in Clause - 12.
- 22.7 Direct fax bid shall not be acceptable. However, fax bid in sealed envelope confirming all other formalities as stated above will be acceptable provided original bid is received by OGDCL within 07 days of the Bid Opening Date failing which such bid will be considered non-responsive.

- 22.8 The bid proposal should essentially include C.Vs of the professionals expected to be deployed for the job (if required).
- 22.9 The Purchaser will evaluate and compare only the substantially responsive bids.
- 22.10 Bids determined to be substantially responsive will next be checked for any material error in computation.
- 22.11 Technical bid must be accompanied by Affidavit (Annexure-F) for Not Black Listing. The procedure of Black Listing is available at OGDCL website at following link:
<http://ogdcl.com/uploads/tender/BlackListingProcedure.pdf>

23. CLARIFICATION OF BIDS.

To assist in the examination, evaluation and comparison of Bids OGDCL may at its discretion, ask the Bidder for clarification of his Bid. All responses to request for clarification shall be in writing, and no change in the price or substance of the Bid shall be sought, offered or permitted.

24. ELIGIBILITY AND QUALIFICATION REQUIREMENTS

- 24.1 To be eligible for award of contract, bidders shall have to provide satisfactory evidence to OGDCL of their eligibility, capability and adequacy to carry out the contract effectively up to the end. All bids submitted shall include updates of the information on technical capability and firm's history that includes experience, list of similar projects carried out as per requirement of the Scope of work / TOR.
- 24.2 Proof of requirements mentioned at Sub-clause-24.1 must be submitted by the bidder along with the bid.
- 24.3 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements:
- 24.3.1 The bids, and in case of a successful bid, a Form of Agreement shall be signed so as to be legal binding on all partners.
- 24.3.2 One of the partners shall be nominated, as being in charge and it's authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
- 24.3.3 The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract including payment shall be done exclusively with the partner in charge.
- 24.3.4 All partners of the joint venture shall be jointly and severally responsible for the execution and completion of the contract in accordance with the contract terms and conditions. A relevant statement to this shall be included in the authorization mentioned under clause-24.3.2 as well as in form of bid and the form of Agreement (in case of successful bid). A copy of the agreement entered into the joint venture partners shall be submitted with the bid.

25. COMPANY'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

OGDCL reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the effected bidder or bidders or any obligation to justify the affected bidder or bidders of the grounds for OGDCL's action.

26. GENERAL TERMS AND CONDITIONS.

- 26.1 After opening the bids, OGDCL will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- 26.2 OGDCL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required experience certificates/ evidence, sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 26.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figure, the amount in words shall prevail.
- 26.4 A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviation. A material deviation is one which being inconsistent with the Bidding Documents, affects in any substantial way the scope, instruction to Bidders, quality or prescribed completion schedule or which limits in any substantial way, OGDCL's right or the bidders' obligation under the Contract.
- 26.5 A bid determined to be non-responsive will be rejected by OGDCL and shall not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 26.6 OGDCL may waive any minor deviation non-conformity or irregularity in a bid, which does not constitute a material deviation, provided that the waiver does not prejudice or affect the relative standing order of any Bidder.
- 26.7 To assist in determining a bid's responsiveness the Bidder may be asked for clarification of his bid. The Bidder is not permitted, however, to change bid price or substance of his bid.
- 26.8 The evaluation of the bids will take into account, in addition to the bid price, the following factors:
- a) Reliability and efficiency of the offered Service.
 - b) Financial standing of the supplier.
- 26.9 The award of the Contract/Service Order shall be made to the Bidder whose bid has been determined to be the lowest evaluated bid, after considering all factors and who meets the requisites of Schedule of Requirement (Scope of Work/Bid Format).
- 26.10 The purchaser shall notify by fax/letter, the successful bidder of its intent to enter into a contract. The contract shall be executed only after all necessary management/Governmental approvals have been obtained.
- 26.11 The bidders may lodge a written complaint for redressal of their grievances and disputes to Committee for Redressal of Grievances & Settlement Dispute within fifteen (15) days of the placement of the Technical Evaluation Report on the web.

27. PERFORMANCE BOND / BANK GUARANTEE

- 27.1 Within fifteen (15) days of receipt of the notification of contract award, the successful bidder shall furnish to OGDCL, the Bank Guarantee / Performance Bond for an amount equivalent to 10% of contract value as per specimen at "Annexure-**C**".
- 27.2 The bank guarantee / performance bond shall remain valid and in full force and effect during validity of the contract.

- 27.3 The validity of Bank Guarantee / Performance Bond shall be extended by the contractor if the completion of contract is delayed, whether in whole or in part.
- 27.4 The cost incurred for establishing the Bank Guarantee / Performance Bond or any extension thereof shall be to the account of the contractor.
- 27.5 The Bank Guarantee / Performance Bond will be discharged after completion of the contract.
- 27.6 The Bank Guarantee must be as per format attached at Annexure-”C” and must be either from a Pakistan scheduled bank or from a branch of foreign bank operating in Pakistan, except NIB Bank, acceptable to OGDCL.
- 27.7 The proceeds of the Performance Bond shall be payable to the company (OGDCL) as compensation for any loss resulting from the contractor’s failure to complete its performance obligations under the contract.
- 28. EMPLOYMENT OF PAKISTANI NATIONALS:**
- 28.1 The Contractor will be required to employ Pakistani Qualified & experienced nationals in its operation if available. In order to employ the expatriate professionals if needed, the contractor will ensure that all out efforts have been exhausted to employ Pakistani qualified nationals. Unskilled workers if needed for the operation will be hired from the area where the operation is being performed.
- 28.2 In case of non availability of qualified / experienced Pakistani nationals for the contractual services, the contractor will reasonably make efforts to train Pakistani nationals in such a manner to replace gradually the expatriate professionals.
- 29. SIGNING OF CONTRACT**
- Within 15 days after notification to the successful bidder regarding acceptance of his bid, the contract incorporating all agreements between the parties will be signed.
- 30. SOURCE OF FUNDS.**
- The Project will be financed out of funds of the Company (OGDCL).
- 31. AMOUNT OF BID BOND**
- Amount of bid bond referred to in Clause-12 of Instruction to Bidders, and Annexure-“B” of this tender enquiry shall be **USD 14,000/-** (United States Dollar Fourteen Thousand Only).
- 32. DEADLINE/ TIME AND PLACE FOR SUBMISSION OF BIDS (REFER CLAUSE-34 OF INSTRUCTIONS TO BIDDERS):**
- Sealed bids in duplicate as per Clause-18 of Instructions to bidders of this tender enquiry must be delivered / dropped in the office detailed therein until **(As per Press Tender Notice)** Pakistan Standard Times (“PST”) on **(As per Press Tender Notice)**.
- 33. OPENING OF BIDS (REFER CLAUSE-34 OF INSTRUCTIONS TO BIDDERS).**
- Bids will be opened at *(As per Press Advertisement)* (“PST”) on **(As per Press Tender Notice)** at OGDCL House, Islamabad, Pakistan.

34. SEALING, MARKING AND TRANSMISSION OF THE BID (REFER CLAUSE -18 OF INSTRUCTIONS TO BIDDERS).

34.1. Your detailed "Technical Proposal" and "Financial Proposal" should be submitted in one original and one copy of each in separate envelopes. The envelopes containing Technical and Financial Proposals shall be properly sealed, stamped and marked as follows:-

- (a) Bid against TENDER ENQUIRY NO. (As per Press Tender Notice)
Do not open before (As per Press Tender Notice) (PST) of Bid opening date: (As per Press Tender Notice)

TECHNICAL PROPOSAL
(As per Press Tender Notice)
Manager (SCM) Services
OGDCL House, Jinnah Avenue, Islamabad.
Ph: 051-92002 3780, / 3652, email: ejaz_rizvi@ogdcl.com

- (b) Bid against TENDER ENQUIRY (As per Press Tender Notice)
Do not open before **(As per Press Tender Notice)** (PST) of Bid opening date: **(As per Press Tender Notice)**.

FINANCIAL PROPOSAL
(As per Press Tender Notice)
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OGDCL House, Jinnah Avenue, Islamabad.
Ph: 051-92002 3780, / 3652, email: ejaz_rizvi@ogdcl.com

34.2 If the envelope is not marked as instructed above, OGDCL will assume no responsibility for the misplacement or premature opening of the bid.

34.3 In addition you should advise by fax to OGDCL of the dispatch of your proposal.

35. Material Deficiencies which will lead to disqualification

- (i) Failing to get minimum qualifying marks in the technical evaluation
- (ii) Reflect or demand of deviation from TOR of this Tender Enquiry will lead to disqualification.



**TOR FOR HIRING OF SPECIAL PROCESSING
(AVO INVERSION AND RESERVOIR
CHARACTERIZATION)
THAL SOUTH 3D SEISMIC DATA
Thal EL**

1 Introduction

- 1.1. Oil and Gas Development Company Limited (hereafter referred as Company) is national exploration and production Company of Pakistan. The company is involved in hydrocarbon exploration and production activities in all parts of the country. The company intends to hire special processing services from an internationally reputed seismic data processing company (hereafter referred as Contractor) for AVO Analysis and Pre-stack Inversion study of Thal south 3D seismic data acquired and processed in Lower Indus Basin of Pakistan for Thal EL. A base map showing Thal 3D area is provided in annexure-I.
- 1.2. The area of interest lies in Districts Khairpur, Sukkar and Ghotki of Sindh Province, Pakistan. OGDCL as operator of 100% owned Thal EL has acquired 774 Sq.Kms 3D seismic survey in the South of Thal concession. The intended 3D seismic data Pre-Stack AVO Elastic Inversion comprises of surface coverage of approximately 774 Sq. Kms. Map and coordinates are provided in annexure-IA. The acquisition parameters of Thal 3D survey are provided in annexure-II. The input data is of fair to good quality.
- 1.3. The area of Interest is Gas and Condensate prone and comprises of multiple reservoirs in Lower Goru Formation of Cretaceous age. The main reservoir targets are Basal Sand and Sand Above Basal Sand (SABS) of Lower Goru between 2050 ms – 2650 ms (SRD at MSL). The secondary reservoir targets are massive sands and sembar progrades that lie between 2300 ms -- 3200 ms (SRD at MSL). The overall time window is from 1300-3300 msec. The area falls in extensional regime characterized by normal faults. Stratigraphic column of Pakistan is provided in Annexure-III.
- 1.4. There is good enough well control over the 3D area provided by 05 wells to be included in the proposed study. **Final PSTM CDP Gathers without NMO for Thal 3D Survey and Seismic Velocities Volume in SEG-Y Format are available as input data set.** An adequate VSP/Check shot data is available for Well-to-Seismic calibration. The proposed wells have full suite of Open-Hole logs and sonic scanner on one of the wells. The list of available data is provided in Annexure-IV.
- 1.5. The contractor is required to make sufficient arrangements to perform the stipulated task within agreed time frame to meet the targets of the company.

2. Objectives

2.1 The primary objective of the proposed study is AVO processing/analysis and pre stack Elastic Inversion of Thal South 3D seismic data in order to obtain physical parameters of the subsurface and rock properties over the area. The study should provide detailed high-resolution property volumes along with litho facies and probability distribution. The study would enable to understand reservoir and relationship between petrophysical and elastic properties. The study window including horizons of interest lies from **1300 ms to 3300ms.**

2.2 The main objectives of the intended project are listed but not limited to as follows:

2.2.1. Obtain angle gathers, angle/offset stack volumes, intercept and gradient Volumes

2.2.2 Identify, analyze and interpret AVO anomalies and elastic inversion attributes.

2.2.3 Pre stack Inversion of data to obtain optimum parameterization of the subsurface i.e. absolute acoustic impedance, relative acoustic impedance, shear Impedance, V_p / V_s and density.

2.2.4 Obtain physical parameters such as lithology, Bulk Water Saturation, fluid content and other rock

Properties over the area and any other attribute required by the client.

2.2.5 Obtain rock physics property volumes i.e. Poisson's ratio, mu-rho, lambda-rho.

2.2.6 Obtain high resolution distribution of litho facies and their classification.

2.2.7 Build a relationship between petro-physical and elastic properties and illustrate the effect of Porosity and water saturation (S_w) variations in the reservoir.

2.2.8 Geobody Extraction within the specified window at respective reservoir levels and recommendations regarding risking ,ranking and volumetrics etc.

2.2.9 Our target horizons lie at the TWT (Two Way Time from SRD at MSL) as interpreted on 3D seismic

data as under:

2050 ms – 2650 ms (SABS of Lower Goru Formation)

2150 ms – 2600 ms (Basal Sands of Lower Goru Formation)

2300 ms -- 2750 ms (Massive-sands of Lower Goru Formation)

2400 ms -- 3200 ms (Sembar progrades)

(These times may vary over the area)

3 Scope of Work

- 3.1 The AVO processing/analysis and pre stack Inversion of Thal 3D seismic data comprises of about 774 Sq. Km. Five (05) wells will be included in the study area.
- 3.2 The current study shall include AVO processing and pre stack inversion of the 3D seismic data set to produce angle/ off set gathers, offset/ angle stacks, rock physics analysis and cross plots, intercept and gradient volumes , AVO analysis classes and cross plots, absolute acoustic impedance, relative acoustic impedance, shear impedance, Vp/Vs, effective porosity and density volumes.
- 3.3 Further, an estimation of litho facies distribution and their classifications, bulk water saturation, fluid content and building a relationship between petro-physical and elastic properties and illustrating the effect of porosity and water saturation (Sw) variations in the reservoir are included in the scope of work.
- 3.4 The study includes for obtaining Rock Physics property volumes i.e Poisson's ratio, Mu-Rho, Lamda-ro.
- 3.5 As input data set PSTM gathers with no NMO applied along with support data in digital format is available along with other data described in section 1.4 above. The contractor will conduct an initial scrutiny of the available seismic and well data to identify any additional data requirement during the data collection phase. The contractor will facilitate to collect all available wells and seismic data to prepare geological and seismic data base. Consultant shall conduct all the necessary editing and preconditioning, if any, of Seismic and well data as part of the project.
- 3.6 The contractor shall process the input 3D seismic data from PSTM gathers and carry out preconditioning of the data, if required, as part of the project. The processing will aim at improving the signal to noise ratio on PSTM gathers for optimum results. The noise reduction would be done with experimentation, as per requirement and approval of the company at each step.
- 3.7 Prospective Geobody Extraction within the specified window at respective reservoir levels and its interpretation, recommendations regarding risking, ranking and volumetrics etc.
- 3.8 The contractor shall provide digital copies of all the outputs, intermediate and final processing, in acceptable format i.e. SEG-Y, ASCII etc on specified media. The contractor shall also submit colored hard and Soft copies of comprehensive project report including description/interpretation of all the aspects and outcomes of the study as per agreed scope of work. The report will include maps, illustrations, graphs, cross plots e.t.c, where necessary. The consultant will submit a preliminary report for OGDCL in-house review, allowing sufficient time for OGDCL to complete the review. The contractor will incorporate the changes identified by OGDCL in the final report. Detailed list of deliverables is provided in

annexure-V. The contractor would provide weekly progress report along with Gantt chart in a timely manner.

3.9 Well log editing and rock physics analysis and cross plots etc for pre-stack inversion of Thal South 3D with detailed interpretation.

3.10 AVO classes and their cross plots etc. with detailed interpretation.

3.11 The contractor shall carry out processing/pre conditioning of the gathers to be required as an input as per their requirement for specified job with no additional cost to OGDCL.

4. Processing for AVO & Pre stack elastic Inversion

4.1 The proposed 3D seismic data AVO processing and pre-stack elastic inversion services involve delineation of AVO anomalies and estimation of the petro-physical and elastic properties.

5. Rates for AVO and Pre-Stack Inversion

5.1 The contractor shall specify Turn-Key rates in US \$ per Sq. Km for AVO processing/analysis and Pre-Stack Elastic Inversion respectively applying agreed standard processing sequence. The pattern for providing rates for AVO analysis and Pre-Stack Inversion is given in annexure-VI.

5.2 All payments will be made against actual verified invoices upon completion of the project.

6. Experimentation

6.1 The contractor would be required to carry out Experimentation/Testing at each step of processing sequence in order to select optimum parameters for that step.

6.2 The contractor would submit the experimentation data in the form of power point presentation and/or SEG Y for comparison of qualitative results and decision making. The contractor would be required to submit its recommendations regarding processing sequence/parameter selection. The final decision, however, would be of the company. OGDCL professionals will participate in the project for QC purpose on the stages as proposed in the Annexure-VII, Technical Evaluation Cat. No.4. OGDCL professionals (02 at each stage as per Annexure-VII, Cat. No. 4) will participate at mentioned stages at contractor's premises. OGDCL will bear all such costs. However, bidder will provide invitation letter for visa facilitation purpose. Any delay due to visa, air tickets etc will, however, be accommodated by the contractor.

7. Technical Evaluation Criteria

- 7.1 The Technical evaluation will be based on the technical evaluation table Annexure-VII along with Questionnaire at annexure-VIII. The potential bidders are required to strictly follow the sequence of Technical Evaluation Criteria and submit their proposals accordingly. The bidder obtaining less than 80% points in total and less than 70% in each category in the technical evaluation will be declared as technically non-responsive and its financial proposal will not be opened.
- 7.2 For final bid evaluation 70 % weightage will be given for technical evaluation and 30% for financial evaluation. The lowest bidder will attain maximum points in financial evaluation and other will be ranked on sliding scale .The points obtained in technical evaluation and financial evaluation will then be combined and contract will be awarded to the bidder obtaining maximum points.
- 7.3 The contractor should mention the project execution center.
- 7.4 The contractor /bidder must have minimum of 10 years experience in 3D seismic data AVO Processing /analysis and Pre-Stack Inversion and must have completed adequate number of 3D seismic data processing projects with good average over the year. The bidders shall provide company profile and experience and completion certificate of each project in detail.
- 7.5 The contractor must have experience of undertaking 3D seismic data AVO processing/analysis and Pre-Stack Inversion projects of extensional regimes analogous to Lower Indus Basin of Pakistan. The bidders shall include detail of their experience of undertaking similar projects in chronological order. Special consideration will be given to the contractor having experience with reference to Pakistan.
- 7.6 The contractor must have state of the art processing facilities for 3D seismic data AVO Processing /analysis and Pre-Stack Inversion software, hardware and qualified/experienced man power. The bidders shall include list of professionals undertaking the AVO Inversion projects and their CVs entailing complete job description.
- 7.7 The contractor must have workable project schedule and turnaround time. The bidders should submit project schedule in the form of Gantt chart.
- 7.8 The contractor must provide schedule for OGDCL professional participation one week each in the 3D seismic data AVO processing/analysis and Pre-Stack Inversion project aiming at QC of the processing steps and skill transfer. Contractor should provide a work program phase wise for the participation of OGDCL professionals in line with Annexure-VII, Technical Evaluation Cat. No.4

8. Data Collection/Inputs

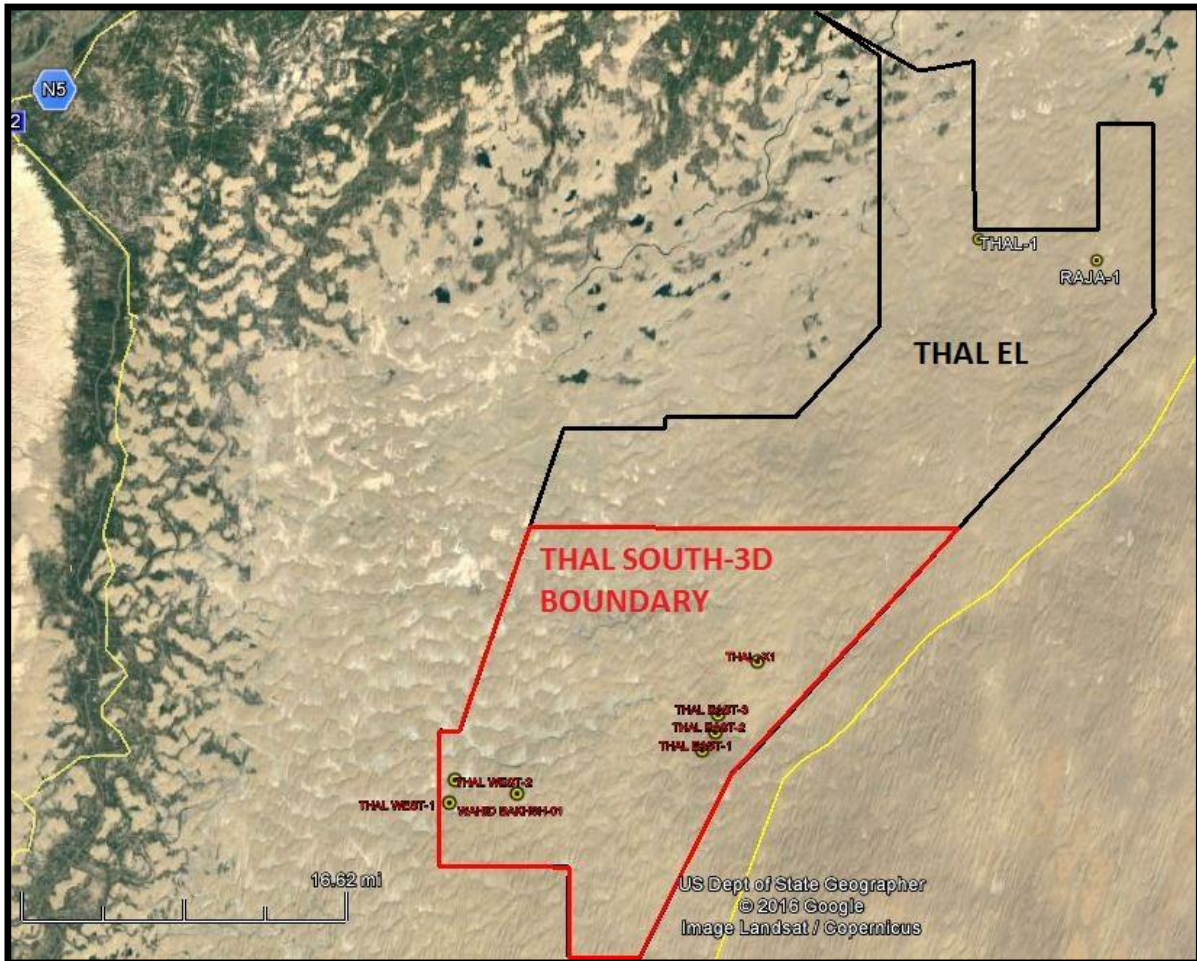
- 8.1 For data collection a team of experts from consulting firm will visit OGDCL offices in Islamabad with no cost to OGDCL. The team will be comprised of at least one concerned professional.

- 8.2 The professional will review and scrutinize the data during their stay in Islamabad. They will provide report about the quality of available data.
- 8.3 The data obtained from any new drilled well during the study period will be provided to the Consultant to refine their work for a concrete recommendation.
- 8.4 OGDCL will provide all available related G & G data.
- 8.5 Data collection must start within a week with a kickoff meeting at OGDCL office after signing the contract.
- 8.6 All geological, geophysical, data required for study will be available to the consultant free of charge. Such material will be the property of OGDCL. The consultant will treat all data and information supplied by OGDCL and those acquired by him during the study with utmost confidentiality and will sign an agreement of confidentiality.
- 8.7 All such material will be returned to OGDCL at the completion of the study.
- 8.8 OGDCL will also provide adequate space and secretarial help to the consultant during their visit for data collection or presentation.

9. PRESENTATION & REPORTS

- 9.1 A draft report for each of the study should reach OGDCL at least two weeks ahead of each presentation as well as the draft of the final report, which includes the results of all phases.
- 9.2 The consultant should submit weekly report at the end of every week and detailed fortnightly progress report to OGDCL, covering the work performed during that period.
- 9.3 On completion of the study, the consultant will send 03 copies of draft report to OGDCL. After final presentation and incorporating OGDCL input, the consultant will provide 03 copies of the final report (Hard and soft) reports with necessary amendment/changes as an outcome of discussion in presentation.
- 9.4 The final report will be submitted within two month after the receipt of the comments from OGDCL
- 9.5 The report will include in detail, all aspects of the study with the interpretation, conclusions and recommendations derived from the study.
- 9.6 At the end of the study consultant will present final report to OGDCL's professionals in Islamabad with no cost to M/s OGDCL.
- 9.7 The Final Report will be named as:
(AVO Inversion and reservoir characterization) of Thal South 3D Seismic Data
And addressed to **Manager Exploration (South East), OGDCL House, Jinnah Avenue, blue area Islamabad, Pakistan.**

Base Map THAL SOUTH 3D Area



THAL EL BOUNDARY COORDINATES															
INDIAN-KALINPUR						WGS-84						UTM-42		GRID-2A	
LONG			LAT			LONG			LAT			X	Y	X	Y
Deg	Min	Sec	Deg	Min	Sec	Deg	Min	Sec	Deg	Min	Sec				
69	28	1.2	27	3	0	69	28	0.610824	27	2	59.3	546306.7544	2991807.42	2294095.194	1038378.061
69	24	28.8	27	3	0	69	24	28.238904	27	2	59.3	540456.335	2991787.055	2288252.195	1038582.061
69	24	28.8	27	7	1.2	69	24	28.239228	27	7	0.5	540432.2953	2999207.429	2288512.694	1045993.061
69	18	0.0	27	7	1.2	69	17	59.493912	27	7	0.5	529729.5736	2999177.364	2277823.495	1046373.262
69	18	0.0	27	13	1.2	69	17	59.492364	27	13	0.5	529703.0663	3010252.485	2278221.395	1057434.461
69	19	1.2	27	13	1.2	69	19	0.683652	27	13	0.5	531386.2459	3010256.699	2279902.495	1057374.161
69	24	10.8	27	26	27.6	69	24	10.241676	27	26	26.8	539821.1572	3035090.325	2289278.995	1081852.16
69	29	16.8	27	26	27.6	69	29	16.198548	27	26	26.8	548220.2495	3035120.492	2297668.694	1081559.761
69	29	16.8	27	26	56.4	69	29	16.199844	27	26	55.6	548216.8083	3036006.475	2297699.294	1082444.76
69	35	45.6	27	26	56.4	69	35	44.945376	27	26	55.6	558887.9257	3036053.024	2308358.694	1082081.06
69	40	1.2	27	31	1.2	69	40	0.507432	27	31	0.4	565862.7506	3043620.387	2315615.894	1089370.46
69	40	1.2	27	43	1.2	69	40	0.508584	27	43	0.3	565743.2665	3065772.939	2316349.893	1111500.86
69	36	46.8	27	45	0	69	36	46.134432	27	44	59.1	560402.3766	3069400.498	2311154.893	1115330.06
69	42	0.0	27	42	21.6	69	41	59.291628	27	42	20.7	569002.93	3064572.594	2319559.493	1110176.26
69	44	45.6	27	42	46.8	69	44	44.867004	27	42	45.9	573532.8137	3065374.528	2324114.993	1110802.559
69	44	45.6	27	35	16.8	69	44	44.869956	27	35	16.0	573616.5362	3051528.956	2323664.693	1096970.461
69	51	0.0	27	35	16.8	69	50	59.216136	27	35	16.0	583879.7858	3051595.202	2333917.693	1096640.76
69	51	0.0	27	40	1.2	69	50	59.216856	27	40	0.3	583819.6186	3060345.625	2334195.393	1105382.659
69	53	45.6	27	40	1.2	69	53	44.793456	27	40	0.3	588355.9348	3060377.77	2338727.392	1105239.56
69	53	45.6	27	31	30	69	53	44.792808	27	31	29.2	588469.8382	3044649.073	2338233.793	1089526.361
69	33	36.0	27	12	0	69	33	35.36514	27	11	59.3	555454.6128	3008458.091	2303869.394	1054654.561
69	32	34.8	27	11	9.6	69	32	34.173384	27	11	8.9	553777.847	3006900.07	2302135.094	1053163.062
69	28	1.2	27	3	0	69	28	0.610824	27	2	59.3	546306.7544	2991807.42	2294095.194	1038378.061

Annexure-IA

THAL SOUTH 3D COORDINATES FOR AVO/INVERSION

THAL SOUTH 3D BOUNDARY COORDINATES															
INDIAN-KALINPUR						WGS-84						UTM-42		GRID-2A	
LONG			LAT			LONG			LAT			X	Y	X	Y
Deg	Min	Sec	Deg	Min	Sec	Deg	Min	Sec	Deg	Min	Sec				
69	28	0.0	27	2	59.99512019	69	27	59.4	27	2	59.3349	546273.715	2991807.253	2294062.195	1038379.162
69	24	30.0	27	2	59.99704941	69	24	29.4	27	2	59.336592	540489.4743	2991787.226	2288285.294	1038580.962
69	24	30.0	27	6	59.99660342	69	24	29.4	27	6	59.31414	540465.4516	2999170.651	2288544.395	1045955.061
69	18	0.0	27	6	59.99708562	69	17	59.5	27	6	59.314212	529729.6895	2999140.417	2277822.195	1046336.361
69	17	60.0	27	12	59.99743828	69	17	59.5	27	12	59.281524	529703.1782	3010215.639	2278220.095	1057397.66
69	19	0.0	27	12	59.99708897	69	18	59.5	27	12	59.281236	531353.4205	3010219.69	2279868.295	1057338.46
69	22	28.7	27	22	2.235261529	69	22	28.1	27	22	1.469784	537042.8629	3026917.569	2286190.594	1073796.361
69	43	55.6	27	22	0.554447301	69	43	54.9	27	21	59.790744	572389.9848	3027022.794	2321495.693	1072543.06
69	32	35.0	27	11	7.855916059	69	32	34.4	27	11	7.15128	553784.9104	3006846.567	2302140.094	1053109.361
69	28	0.0	27	2	59.99512019	69	27	59.4	27	2	59.3349	546273.715	2991807.253	2294062.195	1038379.162

Acquisition Parameters for THAL SOUTH 3D**Acquisition**

Recorded by	Oil & Gas Development Company Ltd
Crew	Seismic Party 05
Date recorded	16 th April, 2008
Energy source	Vibrosies
Source Interval	= 50 M
Receiver Interval	= 50 M
Normal Patch	=12RL*6S*140Channels
Nominal Full Fold	=60(12*5)
Bin Size	=25m
No of receiver lines	=118
No of source lines	=119
No of receivers	=55254
No of shots	=44108
Min. Offset	=461 m (Cross-line)
Max. Offset	=3936 m (in-line)
Source Points/Patch	=6(Each SL/Swath)
Template	=Orthogonal
Salvo	= One line Roll
Recording instrument	=408 XL
Polarity	= SEG normal
High cut filter	=in
Low cut filter	=out
Notch filter	=out
Digital recording Format	=SEG-D
K-gain (dB)	=0 (dB)
Geophone Array Pattern	=Rectangle Pattern (Box Array)
Geophones per array	=24, 2 Geophone Group per array
Pattern Center	=On the Receiver point
X-Length of Pattern	=45.87 meter
Y-Length of Pattern	=4 meter
Connections in the String	= 2 parallel*6 in series

Array length	= 45.87 m
Sweep Type	=Linear
Vertical Sack	=08 times
Driver level	= 75%-80%
Reference signal	=100%
Vibrator Phase	=Reference signals of DPG and DSD are in phase
Vibrators Array	= Linear, along source line
Aarray Length	=45 m
Receiver line (RL) Direction	=92°
Receiver line distance	= 300 M
Source line distance	= 350 M
Source Line (RL) Direction	=02°
No of lines	= 12
Array	=Linear overlapping
No of Geophones/ channels	=24
Channels per Line	=140
Template	=12 * 140 * (1848) Symmetric
Total No of Receivers	=1680
Fold	= 60
Source density	= 57 / sq. km
No of vibrators	= 04
Sweep type	= Linear
Frequency Range	=10-80 Hz
Sweep Length	= 14 Seconds
No of Sweeps	=08
Record length	=6000 msec
Sample rate	=2 msec

Generalized Stratigraphic Column of Pakistan

STRATIGRAPHY OF PAKISTAN					
AGE	HAZARA	INDUS BASIN			BALUCHISTAN
		UPPER INDUS BASIN POTWAR / KOHAT		LOWER INDUS BASIN KIRTHAR / SULAIMAN	
QUATERNARY	PLEISTOCENE		Lei Conglomerate		Jwani Formation
				Lei Conglomerate	Ormara Formation
					Chatti Formation
					Hinglaj formation
					Parkini
	PLIOCENE		Soan Formation	Siwals-Group	Panjgur Formation
MIOCENE		Siwals Group	Dhok Pathan Formation	Gaj Formation	Amalaf Group
		Rawalpindi Group	Nagri Formation		
OLIGOCENE			Chinji Formation		
TERTIARY	EOCENE		Kamlial Formation		
			Murree Formation		
				Nari Formation	
				Kirthar Formation	
				Kohat Formation	
		Kuldana Formation			
		Chorgali formation			
	Margala Hill Limestone	Sakesar Lst	Shekhan Lst	Bahadur Khel Salt	Laki Formation
		Nammal Fm	Panoba Shi		Sui Main Limestone
PALEOCENE		Patala Formation		Lakhra Fm	Dunghan Fm
		Lokhart Limestone		Bara Fm	
		Hangu Formation		Khadro Fm	Ranikot Fm
CRETACEOUS		Kawagarh Fm		Kawagarh Fm	Pab Sandstone
					Fort Munro Limestone
		Lumshiwali Formation			Moghal Kot Formation
		Chihali Formation			Parh Formation
JURASSIC		Samana suk Formation			Goru Formation
		Datta Formation		Shinawari Formation	Sembar Formation
TRIASSIC			Datta Formation		Mazar Dik Formation
			Kingriali Formation		Chiltan Formation
			Tredian Fm / Chak Jabbi Lst		Shinab Formation
PERMIAN			Mianwali Formation		Wulgai Formation
		Zaluch group	Chhidru Formation		
			Wargal Formation		
			Amb Formation		
		Nilawahon group	Sardhai Formation		
			Warcha Sandstone		
CARBONIFEROUS TO ORDOVICIAN			Dandot Formation		
			Tobra Formation		
CAMBRIAN	Hazira Formation		Baghanwala / Khisar Fm		
	Abbottabad formation	Jhelum Group	Jutana Formation		
			Kussak Formation		
PRE CAMBRIAN	Hazara Formation		Khewra Sandstone		
			Salt Range Formation		

Summary Available Thal Data

Annexure-IV

Well Data (ASCAII)										
Well Name	DT Compressional (M)	DT Shear (M)	Bulk Density (RHOB) (M)	Resistivity (Deep & Shallow) (M)	Gamma Ray (GR) (M)	Neutron Porosity (NPHI) (M)	Caliper (CALI) (M)	TD KB (M)	Check shot	Remarks
Thal East-1	3606.851 -to- 4481.322		3574.542 -to- 4482.846	3581.617 -to- 4456.329	3566.617 -to- 4456.329	3569.36 -to- 4477.512	3574.542 -to- 4482.846	4468	Y	Gas
Wahid Baksh-1	3190.189 -to- 4136.441		3134.411- to-4131.716	3190.189 -to- 4136.441	3190.189 -to- 4136.441	3134.411 -to- 4131.716	3134.411 -to- 4131.716	4122	Y	P&A
Thal West-1	3115.25 -to- 3979.87	3115.25 -to- 3979.87	3098.749- to-3395.623	3105.15 -to- 3987.394	3087.472 -to- 3969.563	3093.72 -to- 3987.365	3106.674 -to- 3995.776	3984	Y	Gas
Thal East-2	3524.25 -to- 4455.414	3524.25 -to- 4453.89		3587.801 -to- 4473.55	3513.277 -to- 4444.441	3515.106 -to- 4445.965	3603.721 -to- 4419.851	4465	NO	P&A
Thal East-3	3647.219 -to- 4054.737	3647.067 -to- 4054.889	3634.13 -to- 4066.794	3632.6.6 -to- 4057.65	3628.339 -to- 4053.078	3628.796 -to- 4053.383	3642.208 -to- 4066.794	4065	Y	P&A

Available Seismic Data with Processing Sequence

1	<p>Final PSTM CDP Gathers Thal South 3D Survey with EBCDIC with following Processing sequence header.</p> <p>C01 CLIENT : OGDCL</p> <p>C02 AREA : THAL-3D</p> <p>C03 DATA : CMP GATHERS AFTER PRE-STACK TIME MIGRATION</p> <p>C04 INLINES 6223 - 6234</p> <p>C05 PROCESSING SEQUENCE APPLIED :</p> <p>C06 REFORMAT FROM SEG_Y TO WG FORMAT</p> <p>C07 GEOMETRY BUILDING AND UPDATE</p> <p>C08 MINIMUM PHASE CONVERSION</p> <p>C09 GEOMETRIC SPREADING COMPENSATION</p> <p>C10 ZONE ANOMALY PROCESS</p>
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C11 SURFACE CONSISTENT DECONVOLUTION

C12 SURFACE CONSISTENT AMPLITUDE COMPENSATION

C13 CMP SORTING

C14 REFRACTION STATICS

C15 RESIDUAL STATICS (2 PASSES)

C16 PRE-STACK TIME MIGRATION

C17 THE GRID:

C18 X1 = 2275889.156225 Y1 = 1036365.438953 AT IL 1000 , XL 4891

C19 X2 = 2323458.341374 Y2 = 1034652.948288 AT IL 1000 , XL 6501

C20 X3 = 2277337.218184 Y3 = 1076589.382277 AT IL 2904 , XL 4891

C21 X4 = 2324906.403333 Y4 = 1074876.891612 AT IL 2904 , XL 6501

C22 Headers Byte Information :

C23 Bytes 81 - 84 : X Coordinate at Cell Centre

C24 Bytes 85 - 88 : Y Coordinate at Cell Centre

C25 Bytes 181-184 : In-line Number

C26 Bytes 185-188 : Cross-line Number

C27

C28

C29

C30

C31

C32

C33

C34

C35

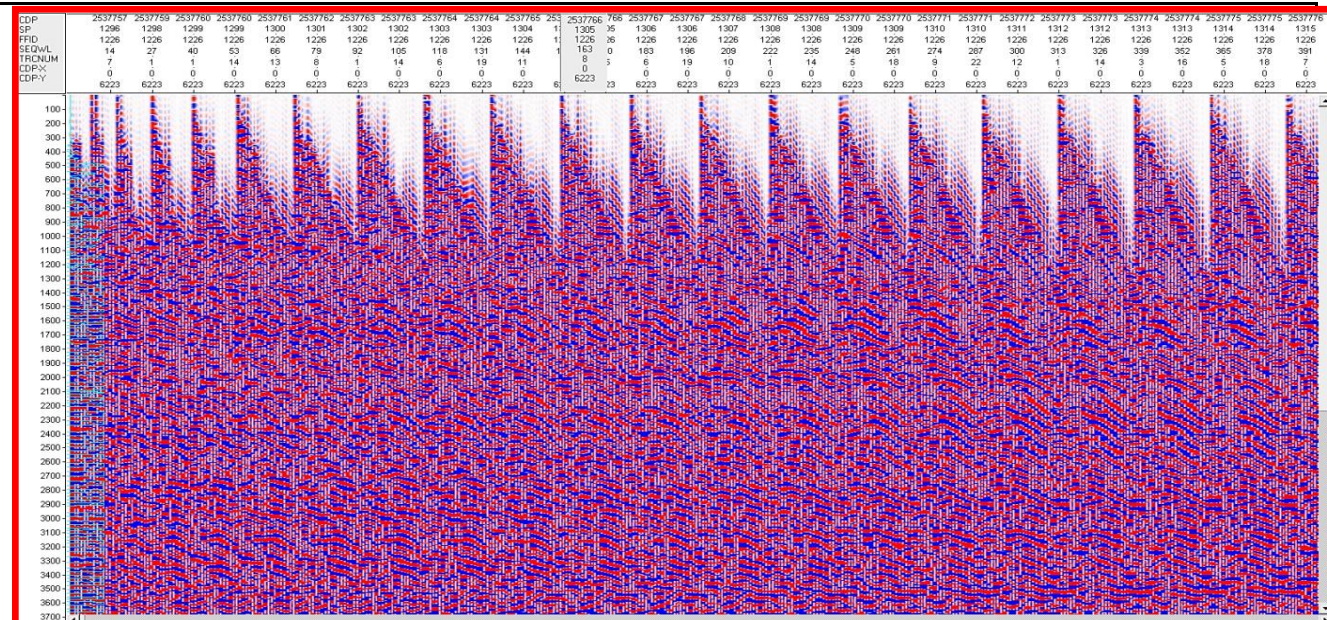
C36

C37

C38

C39

C40 END EBCDIC



2	Seismic Velocities: SEG Y:
4	Interpreted Seismic Horizons; ASCII
5	VSP data of wells; Digital Data: Thal East-1 , Thal East-3, Thal West-1 , , Wahid Baksh-1

**Deliverable for 3D seismic data AVO Inversion and reservoir characterization for THAL SOUTH
3D**

Sr. No.	Description	Format	Recommended Media	No. of Copies.
1.	Stacks/Results of intermediate processing for QC and decision making, Weekly Report	SEGY/PP T	DVD/External Drive/ FTP/Email	02 sets
2.	Edited and conditioned Well Logs (including but not limited to DTC, DTS, RHOB), TD pairs etc.	ASCII	DVD	02 sets
3.	Conditioned gathers, Estimated Wavelet. Near, mid and far Angle/offset gathers & Angle/offset Stacks, Intercept & Gradient Stack Volumes, Synthetic Seismograms, rock physics analysis and cross plots, AVO classes and their cross plots etc.	SEGY	LTO-4/IBM-3592 Cartridge	02 sets Each
4.	Vp, Vs, P-Impedance, S-Impedance, Density, Vp/Vs, Poisson's Ratio, Mu-Rho, Lamda Rho, lithology, Probability, Effective Porosity, Water Saturation, cross plots, Fluids, and Facies estimations, geobodies extraction and volumetrics etc.	SEGY volumes	LTO-4/IBM-3592 Cartridge	02 sets Each
5.	Provisional Report	MS Word PDF	DVD & colored Hard Copy	02 sets Each
6.	Final Report	MS Word PDF	DVD & colored Hard Copy	04 sets Each

Rates for 3D seismic data AVO processing/analysis and Pre-Stack Elastic Inversion of THAL SOUTH 3D

S.No.	Processing Sequence Description	US Dollar
1	AVO processing/analysis (Lump Sum per Sq. km) if required please specify each step	
2	Pre-Stack Inversion (Lump Sumper Sq. km)	

Annexure-VII

Technical Evaluation FOR THAL SOUTH 3D:

Cat. No.	Description of Technical Information	Qualifying Criteria	Max. Marks	
1	Company History & Profile		18	
	No. of Years in AVO processing/analysis and Pre-Stack Inversion	More than 12 years – 05marks 10 to12 years - 03 marks Less than 10 years - 00 marks	07	
	No. of AVO processing/analysis and Pre-Stack Inversion projects with completion certificate in last 5 years (Please provide Client list as per Annexure VII-D.)	More than 05 projects - 05 marks 03 to 05 projects -03 marks less than 3 projects - 0 mark	07	
	No. of AVO processing/analysis and Pre-Stack Inversion projects in extensional regime done w.r.t. Lower Indus Basin of Pakistan (As per Annexure VII-B.)	More than 05 projects - 05 marks 03 to 05 projects -03 marks less than 3 projects - 0 mark	04	
2	Processing Facilities		60	
	Software and Work Flows		30	
	List of all Processing modules/SFM applied for AVO processing/analysis and Pre-Stack Inversion must be Provided.	Software/Module version used for AVO processing/analysis and Pre-Stack Inversion Less than 2-years=10 marks 02 to 03 years=5 marks More than 03 years=2 marks	10	

	Detail of AVO processing/analysis and Pre-Stack Inversion sequence for mentioned project	Cover 100% of proposed scope of work=20marks Cover 100%-90% of proposed scope of work = 10 marks Cover less than 90% of proposed scope of work = 0 marks	20	
	Manpower (Qualification and Experience in AVO processing/analysis and Pre-Stack Inversion) Resume of permanently employed manpower for AVO processing/analysis and Pre-Stack Inversion sequence projects (Give complete details of experience as per attached Annexure VII-A).	More than 05 professionals with minimum experience of 10-years=20 marks 03 to 05 professionals with minimum experience of 10-years =15 marks Less than 03 professionals with minimum experience of 10-years =5 mark	20	
	Hardware		10	
	Provide List of hardware / machines / equipments in operating condition owned by the company, available with contractors used in AVO processing/analysis and Pre-Stack Inversion (as per annexure-VII-C)	Hardware/equipment version not older than 02 years=10 marks Hardware/equipment version not older than 03 years=7 marks Hardware/equipment version not older than 05 years=5 marks Hardware/equipment version more older than 05 years=0 marks	10	
	Work Plan/Project Schedule		10	

3	Availability/Start time of Project after receipt of dataset.	Less than 1 month - 2 mark More than 01 month - 0 marks	02	
	Turnaround Time (Excluding time for final deliverables and final report which is about two months)	Up to 07 Months - 08 marks 08 to 09 Months –06 marks More than 9 Months – 0 marks	08	
4	OGDCL professional participation in the 3D seismic data AVO processing/analysis and Pre-Stack Inversionproject.		7	
	Submit workable QC schedule for OGDCL professionals.	1. During AVO processing/analysis. (Two professionals for 02 weeks) 2. During Pre-Stack Inversion Processing. (Two professionals for 02 weeks) Agreeing with the schedule will earn maximum marks.	3 4	
5	HSE		5	
	Compliance to HSE policy	Provide HSE Compliance manual.	5	
	TOTAL MARKS (Qualifying Marks 80%)		100	

List / Resume Of Manpower Permanently Employed By The Company:

S#	NAME OF THE STAFF	DESIGNATION	ACADMIC QUALIFICATION (YEARS)		PROFESSIONAL QUALIFICATION	CERTIFICATE ACQUIRED (COPIES TO BE ATTACHED)	EXPERIEN CE/JOB DISCRIPTI ON
			DEGREE	OTHERS			
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							

List Of Works/Contracts During The Last Ten Years:

S.NO.	CONTRACT NO./DATE	DESCRIPTION OF WORK	AMOUNT (Million US \$)	YEAR	CLIENT NAME
1.					
2.					
3.					
4.					
5.					

Details Of Software/ Hardware / Equipment Owned/Used By The Company

	HARDWARE NAME WITH ACCESSORIES /SOFTWARE	ACQUIRED BY THE COMPANY ON	QUANTITY	CONDITION	REMARKS
1.					
2.					
3.					
4.					
5.					
6.					

LIST OF CLIENTS

S.NO.	CLIENT NAME	TYPE OF BUSINESS	PUBLIC/PVT LTD	CURRENT STATUS OF THE CONTRACT	VALIDITY	
					FROM	TO
1.						
2.						
3.						
4.						
5.						

Questionnaire FOR THAL SOUTH 3D:

Sr#	Questions	Answers
1	Registered Name of the Firm/Company.	
2	Permanent Address of Head Office and Branch Offices (if any) with telephone no(s)/fax no(s).	
3	Date and place of establishment of Company. (Please attach appropriate proof).	
4	Name and address of Foreign Associates (if any)	
5	Name, Designation and Qualifications of the person(s) authorized to represent the firm in Contractual Matters. (Authorization letter from Chief Executive of the Firm to be attached).	
6	Financial status of the Company with supporting documents.	
	a. Last 3 years audited/unaudited financial statements of the Company. (Please attach Audit Reports with the Balance Sheets).	
	b. NTN Certificate and statement/proof of income tax deduction for last 3 years. (Please attach copies)	
7	Name and address of the Bankers	
8	Performance of the firm on at-least 5 recently completed jobs / contracts of similar nature (Certificates of satisfactory performance from organizations/owners to be attached)	
9	Number of processing centers worldwide with names address etc.	
10	Number of processing staff available at above centers	
11	Specify 3D AVO and Inversion projects undertaken by each processing centers in the last three years with brief details about each job / project.	

12		Specify Number of extensional regime projects similar to lower Indus basin undertaken and completed in the last three years	
13		Average turnaround time for about 700 sq.km 3D AVO and Inversion projects. Mention turnaround time for last 10 similar projects	
14		Availability of Innovational processing flow for any processing project	
15		Do you have a facility for remote/interactive data QC	
16		Do you have a facility for Video Conferencing?	
17		Do you have 3D seismic data visualization facilities?	
18		Do you have an FTP site for transfer of data from processing centers to clients office for QC	
19		Are your clients allowed to select more than one processing centers available.	
20		Details of any litigation's/cases in which the Firm/Company has been involved.	-
21		Any other information.	
Note:			
	1	List of Facilities, ownership of contractor's machineries / equipments, availability of technical and skilled personnel, support capabilities and experience of the contractor may be checked and verified physically through technical audit.	
	2	Mis-statement by contractors will lead to subsequent disqualification at any stage.	

BID BOND

Oil & Gas Development Company Limited,
 OGDCL House, Jinnah Avenue,
 Blue Area, Islamabad.

Guarantee No.....
 Date of issue.....
 Date of expiry
 Amount.....

Dear Sir,

In consideration of M/s.....
 herein after called "THE BIDDER" having submitted the accompanying Bid with
 reference to OGDCL tender enquiry No. **PROC-SERVICES/CB/EXPL-
 2040/2017** and in consideration of value received from (the Bidder above), we
 hereby agree to undertake as follows:-

1. To make unconditional, immediate and forthwith payment of the sum of **US\$ 14,000/- (United States Dollar Fourteen Thousand Only)** upon your FIRST and SIMPLE written demand without further recourse, question, query, deferment, contestation or reference to the bidder, account party or any other person in the event of the withdrawal of the aforesaid bid by the BIDDER before the end of the period specified in the Bid after the opening of the same for the validity thereof or if no such period be specified, within 210 days after the said opening or if the Bidder, having been notified of the acceptance of his bid by the Company during the period of bid validity:
 - i. Withdraw their bid during bid validity.
OR
 - ii. Fails to provide performance bond/or advance bank guarantees.
OR
 - iii. Submit forged document in support of their bid.
OR
 - iv. Fails to execute contract as per terms of contract.
OR
 - v. Fails to supply the short/wrong shipped items
2. To accept written demand from you as conclusive, sufficient and final evidence of the existence of a default of non-compliance, breach or default as aforesaid on the part of the BIDDER and to make payment immediately and forthwith upon receipt of your FIRST and SIMPLE written demand.
3. No grant of time or other indulgence to, or composition or arrangement with the BIDDER in respect of the aforesaid Bid with or without notice to us shall affect this Guarantee and our liabilities and commitments hereunder.
4. This is an independent and direct obligations guarantee and shall be binding on us and our successor in-interest and shall be irrevocable.
5. The Guarantor Bank warrants and represents that it is fully authorized, empowered and competent to issue this guarantee.

Note: - Bid Bond will not be acceptable with the banks whose market price per share is quoted below the par value at the stock Exchange

**Yours faithfully,
 (BANKERS)**

PERFORMANCE BOND/BANK GUARANTEE

Oil & Gas Development Company Limited,
OGDCL House, Jinnah Avenue,
Blue Area, Islamabad.

Guarantee No.....
Date of issue
Date of expiry
Amount.....

Dear Sir,

Ref: Our Bank Guarantee No. _____ in the sum of
_____ Account _____ Amount _____ of
Contract/Job _____
In consideration of you having entered into contract No.
_____ Dated _____
with _____ called Contractor and in consideration of value received
from CONTRACTOR, we hereby agree and undertake as follows:

1. To make unconditional, immediate and forthwith payment to you as called upon of an amount (equivalent to 10% of total contract value in Pak Rupees) on your written FIRST and SIMPLE demand without further recourse, question, query, deferment, contestation or reference to CONTRACTOR or any other person, in the event of default, non-performance or non-fulfillment by CONTRACTOR of his obligations liabilities, responsibilities under the said Contract of which you shall be the sole and absolute judge.
2. To accept written demand from you as conclusive, sufficient and final evidence of the existence of a default or breach as aforesaid on the part of CONTRACTOR and to make payment immediately and forthwith upon receipt of your FIRST and SIMPLE written demand.
3. To keep this Guarantee in full force and effect from the date hereof until..... from the date of contract execution / mobilization Notice.
4. That no grant of time or other indulgence to, amendment in the terms of the contract by Agreement between the parties, or imposition of Agreement with contractor in respect of the performance of his obligation under and in pursuance of the said Agreement with or without notice to us, shall in any manner discharge of otherwise however affect this Guarantee and our liabilities and commitments there under.
5. This is an independent and direct obligations guarantee and shall be binding on us and our successor in-interest and shall be irrevocable.
6. This Guarantee shall not be affected by any change in the constitution of the Guarantor Bank or the constitution of the Contractor.
7. The Guarantor Bank warrants and represents that it is fully authorized, empowered and competent to issue this guarantee.

Authorized Sign for Issuing Bank

Seal of the Bank

Note: Performance Guarantee /security will not be acceptable with the banks whose market price per share is quoted below the par value at the Stock Exchange.

BIDDING FORM

Date.....

Tender Enquiry No.

To

Oil & Gas Development Company Limited,
OGDCL House, Plot # 3013,
Blue Area, Islamabad

Gentlemen,

Having examined the scope of work and Instructions to bidders of Invitation to Bids, the receipt of which is hereby acknowledged, we the undersigned, offer to supply the services (Nature of Service) to OGDCL in conformity with the scope of work and Instructions to bidders at the rates mentioned in our Bid Proposal or other such sums as may be ascertained in accordance with the said conditions.

2. We confirm that the terms and conditions given in the Tender Enquiry / Tender Documents are acceptable to us and if our Bid is accepted we shall execute a contract with OGDCL accordingly without any exceptions. We further confirm to commence service withindays of the mobilization notice issued by OGDCL

3 We agree to validate bid unconditionally for the period of 180 days from the date of opening the same and it shall remain binding upon us and may be accepted thereof, shall constitute a binding contract between us.

4. We hereby certify that our Firm / Company / Local Agent is or has not been at any time during the past five years, involved in litigation, arbitration or any other unsettled dispute with OGDCL / JV Partners.

5. We further certify that all the contracts / orders placed on us by OGDCL / JV Partners have been executed timely and as per terms & conditions of the Contract / order without any unsettled dispute.

6. Until a formal Agreement is prepared and executed, this bid, together with your acceptance thereof, shall constitute a binding contract between us.

7. We understand that you are not bound to accept the lowest or any tender you may receive.

8. Our bid proposal do not contain any deviation or exceptions from the terms & conditions enunciated in the tender documents.

Dated this.....days of.....2017,

Name & Signature.....in the Capacity of.....

duly authorized to sign tenders for and on behalf of.....
(Name of the firm in block capital Letters)

Address.....

Telex No.....Fax No.....Phone No.....

Witness

1.
(Name) (Signature)

2.
(Name) (Signature)

(On official letter-head of the bidder)
To be signed by the
Chief Executive of the
Bidding company or a representative duly
Authorized by board
Resolution.

INTEGRITY AND ETHICS UNDERTAKING

We hereby commit and undertake to observe the following principles during our participation in the tender process and during the contract execution:

- i. That we will not directly or through any other person of firm, officer promise or give to any of the employees of OGDCL involved in the tender process or execution of the contract any gain, pecuniary benefit of facilitation payment in order to obtain in exchange any advantages of any kind whatsoever during the tender process or during the execution of contracts.
- ii. That we have not and will not enter with other bidders into any undisclosed agreement or undertaking either formal or informal to restrict competitiveness or to cartelize in the bidding process.
- iii. That we will ensure that the remuneration of agents (if engaged) is appropriate and for legitimate services only.
- iv. That we will not use subcontracts, purchase orders or consulting agreements as means of channeling payments to employees of OGDCL.
- v. That we will not commit any offence under the Pakistan Penal Code, Prevention of Corruption Act or National Accountability Ordinance to achieve any advantage, gain or benefit during the tender process or the execution of the contract.

We further understand and acknowledge that any violation or transgression of the above mentioned principles will attract disqualification from the tender process and may also result in permanent exclusion from future contract award process.

We also accept and undertake to respect and uphold OGDCL's absolute right to resort to and impose such disqualification, debarment or execution.

For and on behalf of _____

Tender No. _____

Mandatory for participation in Bidding Process

A F F I D A V I T
(To be attached with Technical bid)

I, _____ S/o _____ aged _____ years _____ working as Proprietor/Managing Partner/Director of M/s _____ having its registered office at _____ do hereby solemnly affirm and declare on oath as under:

1. That I am competent to swear this affidavit being proprietor/one or the partners/ Director of M/s _____
2. That M/s _____ is a proprietorship/partnership firm/company is participating in tender process conducted by OGDCL.
3. That I hereby confirm and declare that none of my/our group/sister concern/associate company is participating/ submitting this tender.
4. That I hereby confirm and declare that my/our firm/company M/s _____ and my/our firm/group/company/ sister concern / associate company have not been black listed/de-listed any Institutional agencies/Govt. Deptt/ Public Sector Undertaking.
5. That there is no change in the Name & Style, Constitution and Status of the firm, after Pre-qualification.
6. That I further undertake that in case any of the facts contained above and in-our application is round other-wise or incorrect or false at any stage, my/our firm/company/ group/sister concerns/ associate companies shall stand debarred from the present and future tenders of the OGDCL.

(Signature of the Proprietor/ Managing Partner/Director with Seal)

DEPONENT

Verified at _____ on _____ that the contents of paras 1 to 6 of this affidavit are true and correct to best of my knowledge and no part of this is false and nothing material has been concealed or falsely stated therein.

(Signature of the Proprietor/ Managing Partner/ Director with Seal)

DEPONENT

(Signature & Seal of Notary)

DATA SUMMARY SHEET
(To be attached with Technical bid)

Following information must be stated categorically:-

COMPLETE NAME, ADDRESS, EMAIL,
PHONE & FAX NUMBER OF BIDDER

NAME, ADDRESS, PHONE, FAX NO &
EMAIL OF LOCAL AGENT IN PAKISTAN (IF
ANY

VALIDITY OF BID:

COMPLETION PERIOD:

BID BOND SUBMITTED BY

ADDRESS OF BANKER WITH AC
COUNT NO & SWIFT CODE FOR L/C
OPENING (WHERE APPLICABLE)

IN CASE OF JV PARTNERS (NAME OF
LEAD PARTNER NAME OF ALL OTHER
JV PARTNERS COPY OF JV
AGREEMENT CLEARLY STATING THE
RESPONSIBILITY OF EACH PARTY TO
BE ATTACHED WITH THE TECHNICAL
BID

NTN, GST & PST NUMBER (FOR
PAKISTAN BASE COMPANY ONLY

ANNEXURE –F DULY ATTESTED BY
NOTARY PUBLIC.

PROVINCIAL REGISTRATION NUMBERS

DATA SUMMARY SHEET
(To be attached with financial bid)

Following information must be stated categorically:-

COMPLETE NAME ADDRESS EMAIL,
PHONE & FAX NUMBER OF BIDDER

NAME, ADDRESS, PHONE, FAX NO &
EMAIL OF LOCAL AGENT IN PAKISTAN (IF
ANY

VALIDITY OF BID:

COMPLETION PERIOD:

ADDRESS OF BANKER WITH AC
COUNT NO & SWIFT CODE FOR L/C
OPENING (WHERE APPLICABLE)

NTN , GST & PST NUMBER (FOR
PAKISTAN BASE COMPANY ONLY

TOTAL QUOTED COST AS PER TOR

DRAFT CONTRACT

**CONTRACT NO. PROC-SERVICES/CASE NO. /
NAME OF SERVICES**

THIS **Contract for hiring of (Name of Services) (“Contract”)** is made at Islamabad as of this----- day of -----/year of execution, by and between

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

M/s (Name of Contractor or Consultant as the case may be) having its office at address..... (hereinafter referred to as the “Contractor / Consultant” which expression shall include its successors and assigns)

Contractor/ Consultant and Company may hereinafter be collectively referred to as the “Parties” and each individually as a “Party”.

WHEREAS, The Company is desirous of hiring timely, efficient and reliable (Name of Services)services under rate running contract for a period of (period)on as and when required basis.

AND WHEREAS, the Company invited bids for providing Name of Services through Tender Enquiry No. PROC-FD/Case No..... and the Contractor / Consultant through its Bid Proposal No..... dated warrants and represents for providing efficient and reliable Name of Services

WHEREAS, the Contractor / Consultant is engaged in the business of rendering the desired services to various E & P companies and it hereby expresses its ability and willingness to provide the desired services along with necessary equipment, type of Contract.

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

SECTION 1. SCOPE OF WORK

Description of Scope of Work (As described in TOR/Tender enquiry)

SECTION 2. TERM:

The initial term of this Contract shall be -----months/years from the date of its acceptance by the contractor till completion of the job whichever is later unless earlier terminated under the provisions hereof. Any extension in the term of Contract will be subject to mutual consent of both the parties.

SECTION 3. CONTRACT DOCUMENTS:

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

- (a) This Contract.
- (b) Company’s LOI.
- (c) Company’s Tender documents
- (d) Contractor’s Technical & Financial bid and all correspondence/ clarification 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.

SECTION 4. PRICING TERMS:

- 4.1 The Services under this Contract shall be rendered at an estimated Cost of _____ as detailed below:
- 4.2 All prices charged under this Contract shall remain firm during the period of this Contract.
- 4.3 The prices should be quoted in USD. However payment to all Pakistan based companies will be made through cross cheque in 100% Pak Rupees, at actual, against verified invoices at official exchange rate prevalent on the date of payment.
- 4.4 To Foreign based Companies, the payment will be made in US\$, at actual against verified invoices through Irrevocable Letter of Credit (LC).
- 4.5 However, any payment made after thirty (30) days shall not in any way attract any markup, interest, surcharge or charges, etc.
- 4.6 To avoid delay in payment, it is essential that the invoices shall:
 - (a) be duly signed and stamped and type-written in English.
 - (b) be identified by the Contract number.
 - (c) contain sufficient description of services provided by the Contractor.
 - (d) state the location of the Company where Services have been provided.
 - (e) state the period of Services, duly verified with sign and stamp of Head of Department.
 - (f) be precise and strictly in accordance with the Contract.
 - (g) contain any other information deemed essential either by the Contractor or by the Company.
 - (h) Invoices must be submitted to Manager Accounts for onward submission to concerned Manager for verification.

SECTION 5. TAXES AND DUTIES:

- 1.1 The contract price includes all taxes (except Provincial Sales Tax/ Islamabad Capital Tax on services in Pakistan), duties, fees, levies and any other relevant charges payable/ applicable on the last date of submission of main/supplementary financial bid inside and outside Pakistan, except if OGDCL imports material in its own name it will bear duties/ import taxes/ port charges. The Contractor will be responsible for all the direct taxes (present or future) with respect to income/ payments of total contract amount, under the scope of the contract.
- 1.2 Indirect taxes (Provincial Sales Tax/ Islamabad Capital Territory Sales Tax on services) in Pakistan will be borne by OGDCL at actual where applicable. The contract price will be adjusted for any subsequent changes in the rates of indirect taxes as made applicable thereafter by the relevant authorities in Pakistan.
- 1.3 Any direct taxes, duties, fees, levies and other relevant charges, present or future, assessed or payable inside or outside Pakistan by the Contractor and its sub-contractor and /or by the expatriate personnel deputed by the Contractor and its sub-contractor in connection with its performance under the Contract shall be the sole and exclusive responsibility of the Contractor.

- 5.4 The Contractor shall be responsible and pay all taxes on its income outside and in particular on its income in Pakistan under the Contract and under the laws of Pakistan.
- 5.5 The Company shall have the right, as provided under the laws of Pakistan to meet its obligations and in particular to deduct from the payment due to the Contractor (against entire contract value including supplies and / or services components etc as applicable) , income tax at source at the rates prevailing from time to time, from the invoiced amounts, or such reduced rates fixed by the taxation authorities in Pakistan for the Contractor on production of current and valid documentary evidence by the Contractor from competent tax authorities in Pakistan and pay such amount to appropriate authorities.
- 5.6 The Contractor shall also be responsible for any income taxes levied on the Contractor's and its sub-contractor's expatriate personnel, under the laws of Pakistan and for all social security issuances and other contributions for the Contractor's expatriate personnel regardless of whether such contributions are levied on employer or employee or both in Pakistan or outside Pakistan.
- 5.7 The Contractor shall keep the Company duly informed about the steps taken by the Contractor in order to meet its obligations under the Contract and provide the necessary documents to the Company in this connection.
- 5.8 The Contractor shall indemnify the Company against any claim which might occur due to non compliance by Contractor of any legal obligation regarding the taxes, duties, fees, levies, or other charges, including taxes on income in Pakistan and any other payments to the relevant Government or Governmental agencies or any other applicable authority.
- 5.9 Understanding reflected under the above tax clause would prevail in case of any understanding to the contrary that may be reflected with respect to tax matters, in any other clause of the contract.

SECTION 6. ADJUSTMENT OF CONTRACT PRICE:

The Contract value (price) shall be subject to adjustment as a result of addition / reduction in scope of work. However unit price quoted for such work shall be used as base price for computation of final invoice. Contractor should take approval for such changes in writing from the Company. Rates and quantum of any work, not covered in the scope of work shall be subject to approval of Company.

SECTION 7. CONTRACTOR'S OBLIGATIONS:

- 7.1 The Contractor warrants and represents that all Services along with necessary equipment provided under this Contract shall be in accordance with good industry practice and the Contractor shall use every reasonable means for efficient and timely performance and provision of the Services.
- 7.2 The equipments, tools and materials utilized by the Contractor in performance of this Contract shall be handled and utilized with due care and diligence and proper record of consumables etc shall be maintained and made available to the Company upon request.
- 7.3 The Contractor shall secure and maintain during the performance of this Contract, all licenses, permits, authorization and certification required under the laws of Pakistan and applicable to Contractor. Company has the right to inspect such licenses, permits, authorization and certificates and the Contractor shall forthwith comply with such request.
- 7.4 Contractor shall employ and depute for the execution of 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 Services 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 Services without the permission of the Company.

- 7.5 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.

SECTION 8. DECLARATION:

- 8.1 The Contractor hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Company through any corrupt business practices.
- 8.2 Without limiting the generality of the foregoing, the Contractor represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, Contractor, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from the Company, except that which has been expressly declared pursuant hereto.
- 8.3 The Contractor certifies that it has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with the Company and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.
- 8.4 The Contractor accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to the Company under any law, Contract or other instrument, be voidable at the option of the Company.
- 8.5 Notwithstanding any rights and remedies exercised by Company in this regard, the Contractor agrees to indemnify Company for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Company in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback paid by the Contractor as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Company.

SECTION 9. PERFORMANCE BOND/SECURITY DEPOSIT:

The Contractor shall provide to the Company, within fifteen (15) days of the award of the Contract, a Performance Bond in the form of an irrevocable, independent, unconditional, direct obligation of the bank and first and simple demand guarantee of a Pakistani Scheduled Bank or branch of a foreign bank operating in Pakistan, except NIB Bank, in the amount equivalent to 10% (Ten percent) of the total contract value

in Pak Rupees/US\$ strictly in accordance with the format given at LOI to cover and secure the Contractor's faithful performance and execution of this Contract. The charges and expenses payable in connection with the issuance, extension, renewal and maintenance of the Performance Bond shall be borne and paid by the Contractor. The Performance Bond shall be valid and shall be maintained in full force effect until -----/ extendable six (06) 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.

SECTION 10. LIABILITIES:

- 10.1 Each party shall defend, indemnify and hold the other party harmless from and against any claim INCLUDING THIRD (3rd) PARTIES arising out of (i) loss or damage to its own property, and / or (ii) death of or injury to its own personnel.
- 10.2 Each party shall be liable for, and shall defend, indemnify and hold the other Party and its members/affiliates, co-ventures (if any), contractors or subcontractors, and it's and their respective employees, directors, officers, agents and invitees harmless from and against. all claims, demands, causes of action, judgments, awards, damages, losses, costs, expenses, expenses and liabilities of any kind and character arising out of third party property damage (including death) caused by the indemnifying Party's negligence during the performance of the Contract.
- 10.3 Notwithstanding any other provision of this Contract, Company shall defend, indemnify and hold harmless the Contractor from and against all liabilities, claims, damages, losses and costs relating to or resulting from (a) through (e) below, including any and all personal injury, death and loss of or damage to the drilling rig, vessel or platform and all other property arising there from (except if caused by Contractor's Gross Negligence or willful misconduct):
 - (a) damage to or loss of or impairment to any well (including the casing) or well bore;
 - (b) killing of or the bringing under control of any well;
 - (c) damage to or loss or any reservoir or productive formation, or subsurface minerals or structure or the loss of oil or gas therefore in;
 - (d) blowout, fire, explosion, catering , or any uncontrolled well condition;
 - (e) pollution, as well as containing, controlling and cleaning up any pollution, contamination or debris.

Gross Negligence or Willful Misconduct means any act or failure to act (whether sole, joint or concurrent) by a person that was intended to cause or was in reckless disregard of, or wanton indifference to, the harmful consequences to the safety or property of another person which the person acting or failing to act knew, or should have known, would result from such act of omission, provided that Gross Negligence or Willful Misconduct does not include any act or failure to act insofar as it: (i) constituted mere ordinary omission or oversight; or (ii) was done or omitted in accordance with the express instructions or approval of all parties."

The liability clause will be applicable to both parties i.e. OGDCL and the contractor and therefore its ambit and scope will be interpreted accordingly.

SECTION 11. INDEMNITIES:

- 11.1 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.

- 11.2 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.

SECTION 12. LIQUIDATED DAMAGES:

- 12.1 If the contractor fails to deliver any or all of the goods/services within the time periods(s) specified in the Contract, the purchaser shall, without prejudice to other remedies under the Contract, deduct from the Contract Price/Bank Guarantee as liquidated damages, a sum not more than 0.5% of the 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 upto maximum extent of 10% of the contract value.
- 12.2 In case the purchaser is satisfied that the delayed/defective services/shipment 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 purchaser may impose Liquidated Damages for not more than a sum equivalent to 0.5% of the delayed of defective shipment per week or part thereof for first two weeks, 1.00 per week for next three weeks and 1.5% per week exceeding five weeks but not exceeding 10% of the contract value of the delayed/defective shipment provided that the Contractor takes immediate remedial measures for the replacement of defective shipment and takes prompt steps to mitigate the delayed. The Purchaser may however, impose Liquidated Damages as per clause 12.1 above if the delayed or defective shipment/ services has affected the project completion schedule or has resulted in Production losses.
- 12.3 Even after imposition of LDs, if the supplier fails to materialize the delivery (material and or services); the Purchaser reserves the right to cancel Purchase Order/Contract/LC and forfeit the Guarantee (if applicable) after intimating the supplier for such cancellation/forfeiture.

SECTION 13. 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 Services.

SECTION 14. DIRECTIONS:

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

SECTION 15. CONFIDENTIALITY:

- 15.1 Any data provided by the Company or which the Contractor or its employees have access to, or which they acquire directly or indirectly under this Contract

or during the performance of this Contract, shall be deemed Confidential Information. Duplication or disclosure of such Confidential Information by Contractor or any one claiming through it without the prior written consent of the Company is strictly prohibited. All Confidential Information shall be the sole property of the Company. The Contractor hereby agrees not to disclose said data, information, any interpretations thereof, or data derivative there from or any information relating to Company's facilities, installations and operations etc to unauthorized parties or person. This Section also applies to any sub-consultant, assignee or consultants used by the Contractor. The obligations under these provisions shall survive the termination or expiry of this Contract.

- 15.2 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.
- 15.3 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 Services 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.

SECTION 16. DEFAULT:

- 16.1 If the Contractor is unable or unwilling to perform its Services in accordance with terms of the Contract, the Company may obtain conforming 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 Services from other sources.
- 16.2 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.

SECTION 17. ARBITRATION:

- 17.1 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.
- 17.2 If any question, difference or dispute arises regarding the rights, obligations or performance by the Parties under this Contract, the Parties shall use their best efforts to promptly resolve such dispute, controversy or disagreement. This includes without limitation the question of whether one or the other is in default and what action if any shall be taken to remedy such default. If the Parties are unable to resolve such question, difference, dispute and controversy, the matter may be referred to arbitration. Either Party may notify the other in writing specifying the nature of the dispute and designate one arbitrator to whom such dispute shall be referred requesting that the other party give notice in writing within fifteen (15) days after receipt of the notice of designation of the

second arbitrator. The two arbitrators shall within fifteen (15) days after the receipt of notice of the second arbitrator, appoint an umpire whose decision with respect to the dispute shall govern in the event that the arbitrators shall fail to agree. In the event that second arbitrator is not designated within the time specified, the first arbitrator shall have full and complete power to determine the dispute.

17.3 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.

17.4 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.

SECTION 18. TERMINATION:

18.1 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.

18.2 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 Services under the Contract with such exceptions, if any, specified in the notice of termination. The Company shall pay the Contractor for all Services performed and obligations incurred prior to the date of termination in accordance with the terms of the Contract.

SECTION 19. FORCE MAJEURE:

19.1 "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 Services and the Company shall not impose penalty.

- 19.2 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.

SECTION 20. LICENSE, PERMITS, AUTHORIZATION AND CERTIFICATION:

The Contractor / Consultant hereby warrants and undertakes that all kinds of licenses, permits, authorizations and certifications required under the laws of Pakistan and applicable to the Contractor / Consultant are intact, valid and possessed by the Contractor / Consultant 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/ Consultant shall forthwith comply with such inspection on demand.

SECTION 21. PHOTOGRAPHY AND ADVERTISING:

- 21.1 The Contractor undertakes that neither the Contractor nor any of its employees shall, except with the prior written consent of the Company shall take, any ground or aerial photographs of the site, rig, installation or existing facilities at or around the work site.
- 21.2 The Contractor further undertakes that neither the Contractor nor any of the Contractor's personnel shall, except with the prior written consent of the Company:
- i. make any reference publicly, whether to the press or in books, brochures, internal publications, publicity material, magazines and periodicals or by advertisement through radio, television or films or by any other medium relating to:
 - the Contract or its terms and conditions,
 - the type or extent of the works, services, jobs required to be carried out by the Contractor,
 - the method, materials, or equipment used and personnel employed,
 - any information in the possession of the Contractor as to the operations of the Company.
 - ii. Disclose or convey any of the matters or information referred to in (a) above to any employees of the Contractor not directly concerned with the Contract.

SECTION 22. SECURITY:

- 22.1 If otherwise mentioned in TOR, Company shall provide appropriate site security including, as from time to time may be necessary, security personnel and security services at the work site or during transportation of personnel and equipment to and from the work site.
- 22.2 If otherwise mentioned in TOR, it is the express intent of the Parties that any delay in the performance of Services or provision of equipment, 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.

SECTION 23. INSURANCE DEMURRAGE:

- 23.1 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 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 Services and Equipment 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.
- 23.2 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.

SECTION 24. EMPLOYMENT OF PAKISTANI NATIONALS

The Contractor shall employ qualified Pakistani nationals for its Services, if available. If necessary, Contractor may employ expatriate professionals only after making all out efforts to employ Pakistani nationals. The Contractor shall make reasonable efforts to train Pakistani nationals in order to gradually replace its expatriate staff. Unskilled workers if needed for the Services shall be hired from the area where the Services are being performed.

SECTION 25. ASSIGNMENT:

The Contractor shall not sub-contractor 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.

SECTION 26. 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.

SECTION 27. 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.

SECTION 28. GOVERNING LAW:

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

SECTION 29. ERADICATION OF CORRUPTION:

All vendors, Suppliers, Contractors, Consultants and alike 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

SECTION 30. 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 (_____)
Oil & Gas Development Company limited
OGDCL House, Jinnah Avenue, Sector F-6
Blue Area, Islamabad, Pakistan
Telephone: 0092 - 51-92002_____
Facsimile: 0092 - 51-

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

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_____