



BIDDING DOCUMENTS

PROC-SER/CB(PQ)/COMMERCIAL-3021/2017

FOR PRE-QUALIFICATION/ ENLISTMENT OF CRUDE OIL TRANSPORT CONTRACTORS/ COMPANIES FOR TRANSPORTATION OF CRUDE OIL / CONDENSATE FROM OGDCL VARIOUS FIELDS TO REFINERIES / DECANTING ENDS

- 1. INSTRUCTIONS TO THE BIDDERS-I**
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- 3. APPLICATION FORM**
- 4. AGREEMENT FOR TRANSPORTATION OF OGDCL PRODUCTS TO THE REFINERIES / DECANTING ENDS**



**OIL & GAS DEVELOPMENT COMPANY LIMITED
SUPPLY CHAIN DEPARTMENT**



INSTRUCTIONS TO BIDDERS-I
For Prequalification Of Crude Oil / Condensate Transport
Firms / Contractors

1. INTRODUCTION / SCOPE OF WORK

Oil & Gas Development Company (OGDCL) is the largest Exploration & Production Listed Company in Pakistan. The Company intends to enlist transporters with its Commercial Department in category of Oil Tankers/Bowzers having capacity range between 30,000 Liters, to 60,000 Liters for transportation of Crude Oil from its Production fields to Refineries or any other destination / decanting ends located in different parts of the Country, on as and when required basis.

1.1 Invitation of Applications

Applications are invited from potential firms having requisite capability, experience and expertise for enlistment/pre-qualification for shifting of crude oil from OGDCL fields across Pakistan to different refineries / decanting ends.

2. SUBMISSION OF APPLICATIONS.

- 2.1 The pre-qualification application shall be submitted in duplicate (one marked "ORIGINAL" and the one marked "COPY") in a sealed envelope clearly marked as: "**APPLICATION FOR PRE-QUALIFICATION/ ENLISTMENT OF TRANSPORT CONTRACTORS/ COMPANIES FOR TRANSPORTATION OF CRUDE OIL** against Pre-Qualification Notice No. PROC-SER/CB(PQ)/COMMERCIAL-3021/2017.

not later than (**as per press advertisement**) hours on (**date as per press advertisement**) at the address given below:

General Manager (Supply Chain Management)
OGDCL House, Plot No. 3013, Jinnah Avenue Blue Area,
Islamabad, Pakistan
Phone: +92-51-920023540, Fax: +92-51-9244139

- 2.2 The sealed envelope shall indicate the name and address of the Applicant.
- 2.3 All the pages of application shall be signed and stamped by Applicant's authorized Representative(s).

2.4 Language of Application

The Application must be prepared and submitted in English language. Supporting documents and attachments furnished by the Applicant must also be in English language.

2.6 Cost of Pre-Qualification.

The Contractor shall bear all cost associated with the preparation and submission of application for Pre-Qualification. OGDCL shall under no circumstances be responsible or liable for such cost regardless of the out-come of the application process.

2.7 Deadline for Submission of Application

- 2.7.1 The original application, together with the required copies must be delivered not later than **(as per press advertisement)** Hours of dated **(as per press advertisement)** at the address specified in clause 2.1.
- 2.7.2 OGDLC may, at its discretion extend the deadline for the submission of applications by amending the Pre-Qualification documents in which case all rights and obligations of the OGDCL and Applicants previously subject to the deadline will thereafter be subject to the deadline as extended.

2.8 Late Submission of Applications

Any Application received after deadline for submission of Applications prescribed by the Company pursuant to Clause-2 will be rejected and returned unopened to the Applicant.

2.9 Clarification of Applications.

To assist in the examination, evaluation and comparison of Applications the Company may at its discretion, ask the Applicant for a clarification of its application.

2.10 OGDCL'S Right to Accept or Reject any or All Applications.

The Company reserves the right to accept or reject any application or to annul the Pre-Qualification process and reject all Applications at any time without thereby incurring any liability to the effected Applicant or any obligation to justify the affected Applicant or Applicants of the grounds for the Company's action.

2.11 Affidavit

The Applicant shall provide an affidavit on the attached format that his firm has never been blacklisted. In case the Applicant is in litigation or dispute or has involved in litigation or dispute with Company (OGDCL), details and nature of litigation and dispute may be indicated.

(_____)
Manager (SCM)-Services



**OIL & GAS DEVELOPMENT COMPANY LIMITED
COMMERCIAL DEPARTMENT**



INSTRUCTIONS TO BIDDERS-II (TOR)
For Prequalification Of Crude Oil / Condensate Transport
Firms / Contractors

01. All reputable and established local firms are invited to apply for participation in the Pre-qualification process and submit the attached Pre-Qualification documents and forms duly filled in.
02. The firm / transporter willing to apply for prequalification must be corporate entity registered with Security and Exchange Commission of Pakistan (SECP) minimum for a period of last one year from the last date of submission of application (published in the press advertisement). The firm will furnish valid certificate of incorporation.
03. The firm / transporter willing to apply for prequalification must be registered with Federal Tax Authorities (bearing NTN) and Provincial Sales Tax Authorities. Presently registration with Provincial Sales Tax Authorities of KPK, Punjab, Baluchistan and Sindh is compulsory. However, the contractor will register his firm with Provincial Tax Authorities of AJK and GB as and when required.
04. The firms / transporters willing to apply for prequalification should have not been blacklisted by any Petroleum Company or refinery in last five years. An affidavit to this effect may also be furnished with application.
05. The firms / transporters willing to apply for prequalification must have at least 40 oil tankers / bowsers duly registered / leased in the name of the firm / company and duly licensed for transportation of petroleum products in bulk. In case of leased vehicle the valid leased deed between the leasing company and transportation firm / company should be provided.
06. The Oil Tankers / bowsers held by firm / transporter should have gross weight equivalent or below the vehicle Axle load limit prescribed by NHA. Overloading of trucks i.e. exceeding the maximum allowable load per axle as defined by NHA rules will not be allowed. An undertaking stating this fact will be required from the transporters.
07. The Oil Tankers / bowsers held by firm / transporter should have never been blacklisted by any petroleum marketing company(s) or refineries in last five years. An undertaking stating this fact will be required from the transporter
08. The firm / organization must have minimum annual turnover of Rs. 30 Million each in last 3 years. The organization will have to provide the Annual Audited Financial Statements for last 3 years i.e 2013-14, 2014-15 and 2015-16 and Banker's certificate in this regard.
09. The firm / organization should have a minimum 03 years' experience of transportation of petroleum products with Govt. / Semi Govt. Departments or reputed Private Organization.
10. Each bowzer held by the firm/ organization should be licensed for transportation of petroleum products in bulk from the relevant authorities.
11. The firm / organization should have HSE certifications and have developed effective compliance to HSE procedures including firefighting equipment with vehicles, trainings of

drivers, medical fitness of drivers & helpers

12. The applications will be evaluated in accordance with the criteria given in Pre-Qualification document. Transporters will be Pre-Qualified initially for a period of three (03) years.
13. The prescribed form with terms and conditions can be downloaded from OGDCL website free of cost.
14. Transportation rates (Financial Bidding) shall be called by OGDCL from the pre-qualified transporters / firms on as and when required basis.
15. Each Transporter's performance in terms of delivery, timelines, and vehicles owned, trained staff and HSEQ standard & other contractual obligations will be closely monitored and periodically reviewed during the pre-qualification period.
16. The pre-qualification period of existing pre-qualified contractor will expire on 14th June, 2017 therefore they will also apply afresh, if desired so.
17. OGDCL may appoint a team of experts to carryout physical inspections of the bowsers held by the contractor for vetting the bowser's suitability for transportation of crude oil and legal documents of the bowsers.

(Abdur Raziq Khattak)
Manager (Commercial)



**OIL & GAS DEVELOPMENT COMPANY LIMITED
COMMERCIAL DEPARTMENT**



APPLICATION FORM

1. Essential Data Sheet / Transport's Information

1.1	Organization Name	
1.2	Legal Status of the Organization. (Please tick one, as appropriate)	1. Private Limited <input type="checkbox"/> 2. Public Limited <input type="checkbox"/> 3. Joint Venture <input type="checkbox"/> 4. Sole Proprietor <input type="checkbox"/> 5. Partnership <input type="checkbox"/>
1.3	Date of formation / establishment	
1.4	Registered Corporate Office Address	
1.5	Office Contact information	Tel No: Fax No: E-mail: Website:

1.6	Branch Offices (If any)	Address Branch Office (1): Tel. No: Contact Person: <hr/> Address Branch Office (2): Tel. No: Contact Person:
1.7	National Tax No.	
1.8	Provincial Sale Tax Registration No(s). (Presently registration with Provincial Sales Tax Authorities of KPK, Punjab, Baluchistan and Sindh is compulsory. However, the contractor will register his firm with Provincial Tax Authorities of AJK, and GB as and when required.)	
1.9	No. of Employees in the organization with qualification / designation	
1.10	Managing Director/CEO/Chairman & his /her Contact information	Name: CNIC: Cell No:

2. Technical Data Sheet/Delivery Potential

2.1	<p>Number of Vehicles owned (attached attested photocopies of vehicle registration books)</p>	(Attach list on prescribed format)			
2.2	<p>Are transportation services provided or being provided in the Petroleum Industry</p>	(Attached the information on the prescribed format along with the documentary proof)			
2.3	<p>Transportation services provided directly or indirectly to OGDCL during past five years (if any)</p>	Year of Supplies	Volume Transported (bbls)	Name of OGDCL Fields	To the Refinery
2.4	<p>Financial information (Latest 03 years data)</p> <p>Please attach:</p> <p>(a) Latest 3 years financial statement duly audited by a C.A. authorized firm.</p> <p>(b) Bank Reference & financial worthiness certificate from bank.</p>	(Rs. in Million)			
			Year 1	Year 2	Year 3
		Fixed Assets			
		Current Assets			
		Total Liabilities			
		Total Revenue			
		Net Profit			
2.5	<p>Authorized person(s) to submit bid to OGDCL and enter into contract with OGDCL on behalf of the organization.</p>				
2.6	<p>Any reservation regarding verification of the performance and information referred in these documents submitted to OGDCL.</p>				

2.7	Any reservations regarding visit by OGDCL officials to registered office or carrying out physical verification of the vehicles or verification of any other information provided for pre-qualification.	
2.8	Have your organization being blacklisted by any Petroleum Company or refinery in last five years. If yes, then give complete particulars and present status in this regards.	(Provide affidavit on the prescribed format attached)
2.9	Are there any Pending Litigations with the Government Organizations, Semi-Government Organization, Petroleum Companies?	(Provide affidavit if no pending litigations)
2.10	Please confirm if the Oil Tankers engaged for crude transportation have gross weight equivalent or below the vehicle Axle load limits prescribed by NHA	Provide an affidavit for compliance to Axle load limits prescribed by NHA.
2.11	Particulars of the license for transportation of petroleum products in bulk (attested copies to be attached)	License No: Issue Date:
2.12	Particulars of route(s) or districts within Pakistan for which transportation license is not available or will not be able to deliver services to OGDCL	
2.13	Particulars of HSE certifications & compliance to HSE procedures including firefighting equipment with vehicles, trainings of drivers, medical fitness of drivers & helpers	(The information/ HSE certificates may be attached which will be verified if needed)
2.14	Any other relevant information you desire to provide to identify your capacity and strength to ensure reliable services for OGDCL.	

3. To be eligible for pre-qualification, the crude oil transport contractors are essentially required to be corporate entity having valid registration with Security and Exchange Commission of Pakistan along-with registration with Federal Tax Authorities (copy of NTN) and registration with Provincial Sales Tax Authorities. Presently registration with Provincial Sales Tax Authorities of KPK, Punjab, Baluchistan and Sindh is compulsory. However, the contractor will register his firm with Provincial Tax Authorities of Baluchistan, AJK, and GB as and when required.
4. Applicants found eligible will be evaluated on a quantitative (point based) technical evaluation criteria as per the following weightage. The applicants obtaining 80 % marks will be declared successful.

Sr. No.	Technical Factor	Weightage
4.1	List of Vehicles owned as per requirement	50 Marks
4.2	Sound Financial Health (Annual Turnover) Documentary evidence to be provided.	Rs. 30 Million in each of last 3 years = 05 Marks Over 30 Million & upto Rs. 40 Million in each of last 3 years = 10 Marks Over 40 Million in each of last 3 years = 15Marks
4.3	Previous / Existing experience with other Petroleum Companies. Documentary evidence to be provided.	Over 5 yrs with minimum average lifting of 1.5 million bbls each in last 3 years = 20 Marks Less than 1 Million bbls average each year = 15 Marks Less than average of 750,000 bbls in each last 3 years = 10 Marks
4.4	License for transporting bulk petroleum products	Licensing of all vehicles = 10 Marks
4.5	HSE Procedures	5 Marks for establishment and complied HSEQ procedures.

I _____ (name) being the authorized representative of _____ (name of organization), hereby confirm that I have read & understood the advertisement & procurement documents for this prequalification request to OGDCL and also confirm that all the information and documents provided in this pre-qualification process with OGDCL are correct, actual & based on facts.

I understand that in case any of the information or document provided in this regards is later found incorrect or wrong, OGDCL reserves the right to take necessary action as deemed appropriate including cancelation of prequalification made under this process. I/we have no

objection if OGDCL directly verifies any of the information submitted by me/us in this prequalification process from relevant source/authority.

Authorized Signature

(Official Stamp/Seal of Organization)

Name: _____

Dated _____

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)

TRANSPORTER TECHNICAL EVALUATION

S.#	Essential Qualification / Eligibility Factors					Technical Evaluation Factors						
	Company Name	Registration with SECP as corporate Entity	NTN	Respective Provincial Sales Tax Registrati on Numbers	Affidavit regarding no pending litigation & no black listing by any petroleum company / refinery.	List of Vehicles owned as per requirement	Sound Financial Health (Annual Turnover)	Previous / Existing experience with other Petroleum Companies	License for transporting bulk petroleum products	HSE Procedures	Qualifying Marks 80 / 100	
						50 Marks	30 M = 5 Marks 40 M = 10 Marks >40 M = 15Marks	Over 5yrs with min lifting of 1.5 million bbls = 20 Marks Less than 5yrs with min lifting of 1 million bbls = 15 Marks 3yrs with min lifting of 0.75 million bbls = 10 Marks	Licensing of all vehicles = 10 Marks	5 Marks		
		(Y/N)	(Y/N)	(Y/N)	(Y/N)	(Y/N)	(Y/N)	(Y/N)	(Y/N)	(Y/N)		
1	2	3	4	5	11	6	7	8	9	10	12	

Note: Firms / contactors qualifying essential qualification / eligibility factors will only be evaluated against technical factors.

DOCUMENTS SUBMISSION CHECK LIST

Incorrect/incomplete documents shall not be considered by OGDCL in this pre-qualification process. The following check list may be used in addition to the forms completely filled.

	Yes	No
1. Copy of Registration with SECP	<input type="checkbox"/>	<input type="checkbox"/>
2. Copy of NTN	<input type="checkbox"/>	<input type="checkbox"/>
3. Copies of Registration with Provincial Sale Tax Authorities	<input type="checkbox"/>	<input type="checkbox"/>
4. List of Vehicles owned (on prescribed format) along-with copy of registration book / lease deed.	<input type="checkbox"/>	<input type="checkbox"/>
5. List of Petroleum Companies being provided Transportation Services (on prescribed format)	<input type="checkbox"/>	<input type="checkbox"/>
6. Latest 03 years financial statement audited by a CA firm duly approved by Institute of CA of Pakistan	<input type="checkbox"/>	<input type="checkbox"/>
7. Bank reference letter conforming financial wealth	<input type="checkbox"/>	<input type="checkbox"/>
8. Copy of licenses for transporting bulk petroleum products for the vehicles owned / leased.	<input type="checkbox"/>	<input type="checkbox"/>
9. Affidavit regarding no pending litigation & black listing	<input type="checkbox"/>	<input type="checkbox"/>
10. HSE certification & HSE procedures complied	<input type="checkbox"/>	<input type="checkbox"/>
11. Relevant documents to confirm lifting of liquid petroleum products in last 5 years.	<input type="checkbox"/>	<input type="checkbox"/>
12. Undertaking that the bowsers to be deployed for OGDCL operation will be in accordance with the vehicle axle load limits prescribed by NHA.	<input type="checkbox"/>	<input type="checkbox"/>

OGDCL FIELDS

S.#	Fields	Location District	Refinery / Decanting Ends
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NORTHERN FIELDS

01	Fimkassar	Chakwal	ARL
02	Chaknaurang	Chakwal	ARL
03	Rajian	Chakwal	ARL
04	Kal	Chakwal	ARL
05	Missakeswal	Rawalpindi	ARL
06	Chanda	Kohat	ARL
07	Mela	Kohat	ARL
08	Nashpa	Kark	ARL/BYCO/PARCO
09	Toot	Attock	ARL
10	Sadgal	Attock	ARL
11	Dakhni	Attock	ARL
12	Dhodak	D.G.Khan	NRL

SOUTHERN FIELDS

01	Tando Alam Oil Complex	Hyderabad	PRL/NRL/PARCO
02	Missan	Sanghar	PRL/NRL
03	Uch	Dera Bugti	TOC
04	Qadirpur	Ghotki	PRL
05	Baloch	Sanghar	NRL/PRL
06	Bobo Oil Complex	Sanghar	PARCO
07	Kunnar	Hyderabad	NRL / PRL / PARCO / ENAR
08	Sinjhor	Sanghar	NRL/PRL
09	Jakhro	Sanghar	NRL/PRL/BYCO
10	Palli	Tando Allah Yaar	NRL/PRL/PARCO
11	Kunnar Pasakhi Deep (KPD)	Hyderabad	NRL/PRL/PARCO
12	Tando Allah Yaar (TAY)	Tando Allah Yaar	NRL/PRL/PARCO
13	Any Other Field as and when notified		Any other decanting end as and when notified

Note: These are the existing OGDCL routes. However, any route can be included / excluded at any time.

Transportation Service rendered/being rendered in Petroleum Industry

Name of Petroleum Company	Nature & Scope of Work	No of years	Annual Contract Volume (Rs. In M)

AGREEMENT

BETWEEN

**OIL & GAS DEVELOPMENT COMPANY LIMITED
(OGDCL)**

AND

CONTRACTOR_____

FOR TRANSPORTATION OF OGDCL PRODUCTS

TO

THE REFINERIES/FIELDS

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TRANSPORTATION AGREEMENT

This **Transportation Agreement** ("The Agreement") is made at Islamabad as of the _____ day of _____ 2017 and made effective from the Effective Date between:

OIL AND GAS DEVELOPMENT COMPANY LIMITED (OGDCL) a company registered in Pakistan under the Companies Ordinance 1984 (XLVII of 1984) and having its Head Office at OGDCL House, Plot No.3 (New No.3013), F-6/G-6, Jinnah Avenue, Blue Area, Islamabad, Pakistan, (hereinafter called the "Owner" which term shall include their respective successors, assigns, representatives and nominees) of the first part;

AND

M/s _____ hereinafter referred as "contractor" which expression shall include its successors-in-interest, administrators and assigns, of the second part;

WHEREAS the OGDCL hold Exploration Licenses, Development and Production Leases and Petroleum Concession Agreements for the various owned and Joint Venture Petroleum Fields in Pakistan where under it has all the rights to develop, produce, sell and transport Crude Oil, Condensate, NGL (hereinafter referred to as the "Products") being produced there from.

AND WHEREAS the Refineries have acquired purchasing rights and willing to purchase the Products being produced from OGDCL from its different operated fields.

AND WHEREAS OGDCL will supply to Pak Arab Refinery Limited (PARCO) Karachi/Mid Country Refinery (MCR) Mehmood Kot, ENAR Petroleum Refining Facility I &II (EPRF-I&II), National Refinery Limited (NRL), Pakistan Refinery Limited (PRL), Attock Refinery Limited (ARL) or any other refinery/ decanting end designated by the Government of Pakistan for refining the entire production of Products from the OGDCL's different fields.

AND WHEREAS OGDCL shall arrange delivery of all said Products at respective fields.

AND WHEREAS Refineries shall receive the said Product(s) at Receiving Point.

AND WHEREAS the OGDCL's desire to utilize Contractortransportation services for the transportation of Product(s) from different OGDCL's operated fields to the installations of PARCO at Karachi and MCR, NRL, PRL, ARL & EPRF-I &II or any other refinery / decanting end designated by the Government of Pakistan, as per requirement of OGDCL.

AND WHEREAS, Contractorhas agreed to provide the required number of bowsers for road transportation of Product(s) from the Loading Points designated by OGDCL to the Receiving Points of said Refineries / Decanting Ends.

NOW IT IS HEREBY AGREED AS FOLLOWS:

I

DEFINITIONS

1.1 The following words and expression shall have the meanings set forth against them hereunder except where the context precludes such a construction.

- a. **Abnormal Losses:** means all losses beyond Normal Losses.
- b. **Barrel:** means a barrel of forty two (42) United States Gallons/158.9873 liters at 60 degree F after correction of basic sediment and water (BS&W).
- c. **Bowzers:** means tank Lorries capable of carrying crude oil / condensate meeting load structure of National Highway Authority (NHA)and safety & all other associated standards of the Government Department of Explosives and Weights and Measures.
- d. **BS&W:** means Basic Sediments and Water in crude oil.

- e. **Committed Quantity of Crude Oil, Condensate & (Products):** means the quantity of the Product(s) which is produced and notified by OGDCL from its different fields.
- f. **Condensate:** means the Liquid Petroleum excluding crude oil and LPG produced by processing or separation of Natural Gas at the surface.
- g. **Crude Oil:** means all petroleum produced from a liquid reservoir, other than Natural Gas, Condensate and LPG, which at Standard atmosphere conditions of pressure and temperature is in a fluid phase.
- h. **Day:** means a period of twenty four (24) consecutive hours, commencing at 7 am, standard time and the word "Daily" shall be construed accordingly.
- i. **Loading of Bowzers:** meansfilling of the tank of Bowser with Product(s) according to the valid calibration chart of the Bowser.
- j. **Loading point:**means the loading facilities, provided by OGDCL at different OGDCL's operated oil field in Pakistan from time to time designated as such by OGDCL for dispatching any of the products to Refineries.
- k. **Month:**means a calendar month according to Gregorian calendar.
- l. **Normal Losses:**means losses which will occur due to normal evaporation in transit, not exceeding 0.2%in case of crude oil and condensate and 0.3% in case of Naphtha of the total loaded volume in a bowser.
- m. **Quarter:**means a period of three months ending 31st March, 30th June, 30th September and 31st December as may be appropriate in any year.
- n. **Receiving point:**means the decanting facilities at the installation of PARCO at Karachi and MCR, NRL, PRL and ARL or any other refinery designated by the Government for receiving any of the products.
- o. **Refineries:** means Pak Arab Refinery Limited / National Refinery Limited / Pakistan Refinery Limited / Attock Refinery Limited Enar Petroleum Refining Facility I&II or any other refinery / decanting end designated by the Government of Pakistan from time to time.
- p. **Year:** means the calendar year according to the Gregorian calendar.

- 1.2 Words importing the singular shall include the plural and vice versa.
- 1.3 The article headings used in this agreement are included for ease of reference only and shall not affect the construction thereof.

II

TRANSPORTATION OF PRODUCT(S)

- 2.1 Subject to the terms and conditions of this Agreement, the Contractor will arrange transportation of committed quantity of "Product(s) per day" from OGDCL fields to refineries through bowzers as and when required. Authorized officer of OGDCL either in writing or on phone will notify quantity in Barrels Per Day (BPD) and its transportation from field(s) to refinery(s) (scope of work) for a period of time and the contractor will mobilize transportation resources within 24 hrs.
- 2.2 The Contractor shall be responsible for safe and sound carriage of "Product(s)" and of its quality & quantity from Loading Point to Receiving Point. The Contractor undertakes that OGDCL's seals shall always remain intact during transportation. In case OGDCL's seals are broken, tampered, damaged or replaced etc by any means or manners, the Contractor shall be responsible to indemnify for all losses including losses in terms of quality and quantity.

- 2.3 The Contractor undertakes to provide road worthy bowzers sufficient in number and of required capacity to transport the committed quantity of the Products (including variance therein agreed between the parties hereto). A certificate to this effect shall be provided by the CONTRACTOR. No insurance or any liability shall be borne by OGDCL for bowzers not meeting the above criteria.
- It is clarified that the road worthiness certificate to be provided by the CONTRACTOR should include but not limited to duly registered vehicle under the applicable laws and fulfillment all other conditions laid down in the Motor Vehicle Act and the rules framed there under, Explosives Act and the rules framed there under, applicable laws for petroleum production and transportation and any other laws as applicable in this regard.
- 2.4 The proprietary rights and the ownership of all Product(s) tendered for transportation hereunder to the CONTRACTOR rests with the OGDCL till it is delivered to refineries, loss of any kind over and above the normal loss as per Article 6 would be to the CONTRACTOR'S account.
- 2.5 The CONTRACTOR shall have custody and be responsible for the Product(s) tendered to the CONTRACTOR hereunder from the time the product passes the coupling of OGDCL delivery hose at the Loading Point until it passes the coupling point of respective refinery(s) receiving pipe at the receiving point. However, in the event of any accident or loss at OGDCL or Refinery(s) premises due to the OGDCL or concerned Refinery(s) operation, the liability of loss would not be on account of the CONTRACTOR provided however, that the loss or accident occurred due to the gross negligence, or willful default of the CONTRACTOR, OGDCL shall be indemnified by the CONTRACTOR to the extent of such loss.
- 2.6 The OGDCL loading authorities at field(s) will ensure filling of the tank of Bowser with Product(s) according to the valid calibration chart of the Bowser. A bowser without having valid calibration chart will not be entertained at OGDCL field. OGDCL undertakes to ensure possible arrangements for delivery of Product(s) at Loading Point round the clock.
- 2.7 The CONTRACTOR undertakes to provide a list of CONTRACTOR'S owned bowzers for transportation of crude oil from each field on change/occurrence basis along with a calibration chart. Any change in the list provided shall be intimated to OGDCL immediately.
- 2.8 With the Prior Written Notice to OGDCL, the CONTRACTOR can employ Hired Mechanical Transport (HMT) if the Product(s) required to be transported is more than the required number of the CONTRACTOR owned Bowzers. HMT employed by the CONTRACTOR shall not be loaded unless confirmation is provided to OGDCL with regards to the road worthiness referred in Clause 2.3 above & certified calibration chart. The CONTRACTOR will also be allowed to employ hired mechanical transport if so desired provided, the CONTRACTOR under such arrangements shall remain liable under this agreement. The CONTRACTOR hired mechanical transport driver will carry authority letter issued by operating company. The custody and risk of loss attached with the product will pass to the CONTRACTOR at the loading point.
- 2.9 The contractor will transport OGDCL product through defined routes. In the event the defined routes become unusable due to the reasons beyond either party's control, the Parties shall mutually work out and agree alternate route and transportation rate(s). The contractor undertake to provide road worthy bowzers for alternate route of required capacity.

III

PERFORMANCE GUARANTEE

- 3.1. The Contractor shall pay performance guarantee deposit, in shape of pay order from Pakistani Scheduled Banks or branch of a foreign bank operating in Pakistan, except NIB Bank, in favor of OGDCL, equivalent to 10 % of the price of awarded scope of work but not exceeding Rs.10,000,000/- (Rupees Ten Millions) within 03 (three) days of notification of the award of scope of work. The deposit of performance guarantee will remain in the custody of OGDCL for the duration of the awarded scope of work and will be released on satisfactory completion of the contract. No interest shall be paid by OGDCL on the security deposit of the transport contractors.
- 3.2 The performance guarantee shall not be refunded to the contractor if the contractor decides to

discontinue the business at any time during the currency of the contract. In case of willful discontinuation, short lifting or failure to lift daily committed quantity beyond five (05) days, OGDCL shall have the right to terminate the awarded transportation contract (scope of work) and confiscate the performance guarantee.

IV **CALIBRATION AND SOUNDNESS OF BOWSERS**

- 4.1 The CONTRACTOR will arrange at its own cost, the calibration of bowzers, 20 mm above and 20 mm below the maximum capacity of the bowzers, on per millimeter basis from authorized/designated by OGDCL 3rd Party Calibration Facility meeting the acceptable standards duly approved by the Government of Pakistan. The calibration will be done at least once in a year.
- 4.2 The CONTRACTOR shall depute committed clean bowzers for lifting OGDCL Product(s). The CONTRACTOR will ensure arrangement at its own expenses steam washing of crude tank of bowzers as and when required or when complain is received either from concerned refinery or from OGDCL about BS&W or any other accumulation. The bowzers steam washed will be intimated to OGDCL. If the CONTRACTOR depute dirty/contaminated bowzer, loss due to contamination of the product(s) shall be recovered from the CONTRACTOR.
- 4.3 The CONTRACTOR will provide one copy of duly certified calibration chart of each bowzer to the Refinery concerned and OGDCL and one copy will always remain with the respective Bowzer. After each calibration, copies of calibration charts will be provided to the concerned Refinery and OGDCL simultaneously by the CONTRACTOR within two weeks time positively.
- 4.4 The CONTRACTOR will make available the committed Bowzers for each designated / assigned field. The CONTRACTOR will be liable for payment of such damages caused due to change on account of quantity & quality degradation. The CONTRACTOR shall ensure provision of committed bowzer in order to avoid any risk of contamination for any of OGDCL fields from where the salted/ heavy crude oil is transported.
- 4.5 The CONTRACTOR shall ensure that the bowzers are in good working condition and road worthy and are duly registered under the applicable laws and fulfill all other conditions laid down in the motor vehicle act and the rules framed thereunder, Explosives Act and the rules framed thereunder, applicable petroleum exploration and production and any other law applicable for purpose for this agreement.
- 4.6 Bowzers shall be fit for transportation of Product(s) and should conform to any of the relevant country's institutions standards of safety rules and regulations for movement. Any bowzer found un-fit during the filling in the field premises or during decanting at the refinery, the actual cost of handling, refilling, decanting charges shall be charged to the CONTRACTOR in addition to any loss caused to Product and its quantity due to such bowzer.
- 4.7 Tempering of calibration chart and tempering of tank's geometry (such as fixing plates in dip holes of bowzers well above to bottom of tank) made by any individual or by any organization hired by the CONTRACTOR for the transportation of products shall be dealt severely leading to penalties and blacklisting / delisting of the bowzer or the contractor, as the case may be.

V **QUANTITY AND QUALITY, DELIVERY AND MEASUREMENT**

- 5.1 The committed quantity of crude oil shall be transported by the CONTRACTOR from the loading point to the receiving point at such times as OGDCL may require. In case the CONTRACTOR fails to lift the committed or requested quantity beyond five days or if the stock is piled up to 60% of the available storage capacity due to non-lifting or short lifting, OGDCL shall have the right to terminate the existing transportation contract and confiscate the performance guarantee of the contractor and transport such quantity(s) through any other transport contractor & cost of additional transportation cost incurred in this regards shall be charged to the CONTRACTOR. OGDCL will intimate the CONTRACTOR the available storage capacity and daily production of field assigned in this regards. Any significant change in this regards will also be timely intimated to the CONTRACTOR.

- 5.2 The quantity of Product(s) to be transported during any day, at any time to be increased or decreased for any reason. However, if the increase in daily volume to be lifted is significant than OGDCL may in writing obtain the consent of the contractor. This article shall not apply in case of emergency shut-down of plant(s) or any other operational reasons.
- 5.3 If OGDCL is able to produce significant excess of the committed quantity of product(s) and the Refinery/Refineries is/are willing to accept such excess quantity, the CONTRACTOR after his consent will be notified in advance in writing for transportation of such additional quantities. The CONTRACTOR will also be allowed to employ hired mechanical transport under his arrangements subject to matters as referred in Clause 2.9.
- 5.4 Each bowser shall be filled close to its maximum capacity. After filling and before decanting of the bowzers settling time of 30 minutes shall be given and then the representative of the CONTRACTOR and OGDCL will measure the contents jointly. OGDCL filling authorities at fields will generate the delivery note (Delivery Challan) in Quintuplicate and get the same signed by the CONTRACTOR'S representative. The delivery note shall indicate the date of loading, the identity of the bowser, specific gravity at loading temperature, BS&W, quantity at loading temperature, quantity at 60°F and dips of product(s) loaded into the bowser or any other appropriate /required factor. OGDCL shall keep one copy of the delivery note and four copies of the same shall be handed over to the CONTRACTOR'S representative/driver.
- 5.5 After joint check of the contents, OGDCL representative will seal the bowser in presence of the CONTRACTOR representative/driver.
- 5.6 At the Receiving Point, the representatives of the CONTRACTOR, OGDCL (where applicable) and Refinery concerned will jointly check the seal and first satisfy themselves that the seal is intact. They will measure the quantity/quality and also take the temperature. The contents of each bowser will be checked in the presence of OGDCL, the CONTRACTOR and Refinery representative in similar manner as check is carried out at Loading Point and tripartite will sign the copies of delivery note (Delivery Challan) as token of correct delivery. In case of any discrepancy the CONTRACTOR shall be responsible to rectify that on its risk and cost.
- 5.7 CONTRACTOR shall accept the lab test report of OGDCL as final and conclusive regarding the quantity and quality of Product(s) separately for each bowser for all purposes under this Agreement.
- 5.8 Delivery note (Delivery Challan) will be printed by OGDCL at its own cost.
- 5.9 In circumstances where there is a change in the Government of Pakistan allocated quotas of Crude Oil/Condensate to Refineries or certain operational requirement demand an uplifting of product from a specified field, on OGDCL request CONTRACTOR will lift the product subject to acceptance by refinery. In circumstances where in the destination city/route is changed then prior intimation shall be made to CONTRACTOR.
- 5.10 The contractor shall ensure that the bowzers provided are free of any tempering and alterations. In case any bowser is identified / found as tempered by OGDCL Field authorities or by Refinery or any other appropriate authority, it will be black listed and the contractor concerned will be liable to pay for the losses occurred due to such mal practice. Moreover, OGDCL reserve the right to black list the contractor in case of short lifting or seal tempering or any other fraudulent / deliberate attempts of theft that effect the quantity and quality of the product(s). The decision of blacklisting of such contractor will be based on sole discretion of OGDCL. In addition the following penalties can also be imposed in case of crude adulteration and tempering / modification of bowser:

S/N	Type of Modification	Penalty in Rs.
1	Safety Valve Modification Modification with threaded dip Pipe	100,000/- 150,000/-
2	Bowser tank Modification	150,000/- Plus cost of actual crude oil volume lost Plus recalibration
3	Valid Double dip Charts	100,000/- (in case of repetition the bowser as well as driver will be blacklisted indefinitely)

4	Adulteration/mixing in crude	100,000 /- Plus of actual crude oil volume lost and black listing of the bowzer and driver indefinitely)
5	Seal Tempering	100,000 /- Plus of actual crude oil volume lost and black listing of the bowzer and driver indefinitely)

VI **LOSSES**

- 6.1 Normal losses shall means loss which will occur due to normal evaporation in transit, not exceeding 0.2% in case of crude oil and condensate and 0.3% in case of Naphtha of the total loaded volume in a bowser. Such losses shall be taken into account only in case the quantities measured at Refinery are less than the quantities loaded from the Loading Point in a particular bowzer. In case of bowzers having correct quantities at the refinery as loaded from the Loading Point Refinery will not be entitled to any losses/ discount. However, in case of any excess quantities found at Refinery than loaded from the loading (expected because of reading errors etc) that actual quantities measured at Refinery Receiving Point shall be written on the delivery note which will be jointly signed by the representatives of OGDCL, CONTRACTOR and Refinery concerned. OGDCL may depute their representative(s) to jointly check the seal and quantity measurement at Receiving Point or may undertake necessary check.
- 6.2 The delivery note (delivery challan) generated at OGDCL fields will indicate percentage of water contents and other impurities. Similarly water contents and other impurities along with shortages observed at refinery will also be noted / recorded on the delivery challan(s) and handed over to CONTRACTOR driver/representative. One copy of the same will be delivered back to the respective field and one copy shall be retained by the contractor for the purpose of raising his commercial invoices.
- 6.3 In case of abnormal losses in transit, including due to accidents of bowzers and deterioration in quality or contamination attributable to CONTRACTOR, CONTRACTOR shall indemnify OGDCL to the extent of such loss. The quantity so lost may be determined by field inquiry committee of OGDCL. OGDCL will deduct the amount of such losses from CONTRACTOR transportation bill for that period. OGDCL's claims on account of shortage will be accepted by CONTRACTOR.
- 6.4 At the Receiving Point, the representative /driver of CONTRACTOR, OGDCL (where applicable) and Refinery concerned will jointly check the seal and first satisfy themselves that the seal is intact. They will measure the quantity and also take the temperature. The contents of each bowzer will be checked in the presence of CONTRACTOR representative. OGDCL and Refinery's representative in similar manner will carry out checks at Loading Point and tripartite will sign the copies of delivery note (Delivery Challan) as token of correct delivery. In case of any discrepancy CONTRACTOR shall be responsible to rectify that on its risk and cost.
- 6.5 CONTRACTOR'S bowzers that arrive at refineries should be given a settling time of 30 minutes as per Clause 5.4.

VII **TRANSPORTATION CHARGES AND PAYMENT**

- 7.1 OGDCL will pay to CONTRACTOR transportation charges at such rate per barrel of quantity of Product(s) as may be determined through competitive financial bidding. The route will be defined in terms of round trip distance (RTD) from loading point to receiving point before determination of transportation rate/charges. These charges will be for Product(s) transported from Loading Point to Receiving Point on the basis of quantities received at Receiving Point. The volumes will first be corrected at 60°F.
- 7.2 The impact of increase / decrease in fuel prices during the period of award of scope of work for transportation of OGDCL products shall be accounted for and will be revised either side (increase / decrease) by 3.5 % if diesel (HSD) price fluctuation exceeds 10 % from the date of fixing of transportation rates.

- 7.3 CONTRACTOR will prepare bills for a period minimum of 10 days on the basis of received delivery Challans and the bills so prepared will be forwarded to OGDCL relevant field, who will carry out the scrutiny and reconciliation of the bills. The verified bills will be then returned to the contractor. The contractor will raise his commercial invoices along with the applicable Provincial Sales Tax invoices (if any) and duly submitted Annex-C and will submit it to the Commercial Office Islamabad or Karachi, as the case may be. The payment period will start from the date when the commercial invoices along with all the requisite supporting documents received at OGDCL Commercial Office Karachi or Islamabad. Efforts will be made to process and release the payment within 40 days after receipt of invoices along with complete supporting documents at Commercial office, Islamabad or Karachi as the case may be for payment. However, there will be no delayed payment interest in case of delay.
- 7.4 The transportation bill should be completed in all respects which may include verified delivery challans in original, billing statement sheet, summary of billing statement, commercial invoices, sales tax invoice (if any), duly submitted Annexure "C" (if any) and copy of relevant award of scope of work. In case of deficiency or any discrepancy, the bill will be returned to the contractor for completion of documentation/ settlement of discrepancy and the period so spent will not be counted towards the 40 days period of payment.
- 7.5 The Contractor shall be responsible to pay all taxes and duties under the applicable laws of Pakistan except for Provincial Sales Tax which will be borne by OGDCL. However, the contractor shall be responsible to make payment of the Provincial Sales Tax wherever applicable and raise an invoice to OGDCL for reimbursement of the same unless and until exemption certificate from the relevant tax authority(s) is provided.
- 7.6 The Contractor shall invoice the Company for the amount of Provincial Sales Tax in accordance with the relevant provisions of the Agreement or in terms of the relevant laws, rules and/or notifications/circulars, amended from time to time.

(Note- Clause 7.5 & 7.6 are subject to change at the time of signing this agreement)

VIII **FILLING AND DECANTING**

- 8.1 The contractor will appoint its representative at filling and decanting points. The authorized representative of the contractor will submit a signed / stamped list of bowzer reported to the filling authorities at field(s) and decanting authorities at refineries on daily basis.
- 8.2 The authorized bowzers, after necessary checks will be allowed to enter the filling bay at field(s). Filling time for each Bowzer shall be the time when the filling of the Bowzer started upto the time when such filling has been completed.
- 8.3 The Bowzers will be filled closed to its maximum capacity by OGDCL's staff at Loading Point. Bowzers reporting for filling and decanting at Loading Point and Receiving Point respectively shall be filled and decanted expeditiously without loss of time. The Parties shall take necessary steps that no undue time is wasted in the filling and decanting operation.
- 8.4 The devices which will be used to measure the temperature and specific gravity of Product(s) will be as per API standard at loading and decanting point. The commonly used device is digital thermometer at both ends.
- 8.5 During filling, OGDCL staff will make sure that filling is done on smooth pressure basis so that bubbles do not merge.
- 8.6 OGDCL field authorities will only entertain bowzers of the contractor duly authorized by head office of OGDCL. Any bowser found un-fit during the filling in the field premises or during decanting at the refinery, the actual cost of handling, refilling, decanting charges shall be charged to Contractor in addition to any loss cause to Product and its quantity due to such bowser
- 8.7 The Contractor shall make necessary security and safety arrangements for the bowzers and product in transit at its own expense and no liability will attach to OGDCL in this respect.

IX
FORCE MAJEURE, RESPONSIBILITY AND OTHER COVENANTS

- 9.1 The term Force Majeure, as implied herein shall mean Acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, wars, (declared or undeclared), blockades, insurrections, riots, epidemics, landslide, lightening, earthquakes, fires, storms floods, washouts, arrests and restraints of Governments, civil disturbances and (unless directly attributable to the negligence or neglect of any of the Parties hereto) explosions, breakage or accident to machinery or lines of pipe, partial or entire failure of wells or any other causes, whether of the kind herein enumerated or otherwise which are not within the control of the Party claiming suspension and which by the exercise for due diligence such Party is unable to prevent or overcome. Non availability of bowzers for whatsoever reason (unless such reason by them constitutes Force Majeure as above listed) shall not constitute Force Majeure.
- 9.2 In the event any Party hereto is rendered unable, wholly or in part due to Force Majeure to carry out its obligations under this Agreement, such Party shall give notice to the other Party containing full particulars of such Force Majeure in writing or by telegraph, facsimile or other expeditious means as soon as possible but not later than twenty four (24) hours from the occurrence of the such Force Majeure, circumstances. Upon giving the notice as aforesaid, the obligation of the Party giving such notice as far as they affected by Force Majeure shall be suspended during the continuance of Force Majeure. However the Party so affected shall take all the necessary measures to rectify the Force Majeure circumstances with all possible means/measures as may be required.
- 9.3 In the event that a party affected by Force Majeure could only overcome the Force Majeure event by incurring expenditure which would make it uneconomical for the Party to continue to be a Party to this Agreement or in case of or events caused by the Force Majeure are in incapable of remedy, and in either case the delivery or acceptance of Product(s) at the Loading Point is prevented, it shall immediately inform the other Party and other Party shall have the right to terminate this Agreement upon giving sixty (60) days notice to the other Party.
- 9.4 The CONTRACTOR shall be solely responsible for and hold the OGDCL indemnified against all liabilities, claim, demand, cost and charges which may be made by third Parties including employees of the CONTRACTOR and against any damage to or loss of person's loss or property arising out of the performance of services by the CONTRACTOR under this Agreement. The CONTRACTOR shall indemnify and pay OGDCL all costs, damages, claims and expenses which OGDCL may incur as a result of failure by CONTRACTOR to meet its obligations under this Agreement.

X
SETTLEMENT OF DISPUTES

- 10.1 If any question, difference or dispute arises under this Agreement on which the Parties are unable to agree, this includes without limitation the question of whether one or the other is in default of its obligation under this Agreement and what action if any shall be taken to remedy such default. Either Party may notify the other in writing specifying the nature of the dispute. Such matters /disputes shall be referred to the sole arbitration of the Managing Director / CEO of OGDCL, who may either personally enter upon such reference or nominate a senior officer of the Company to arbitrate on his behalf. The award of the Managing Director/CEO or his nominee shall be final, conclusive and binding upon both the Parties and shall not be called in question.
- 10.2 The expense of arbitration shall be charged equally to the Parties at dispute unless the award of the Arbitrator(s) or the Umpire as the case may be shall otherwise provide.

XI
MISCELLANEOUS

- 11.1 This Agreement cannot be assigned by the Parties hereto to any third Party except with prior written and valid consent by the other which consent shall not be unreasonable withheld.
- 11.2 This Agreement shall be construed interpreted and governed under the laws of Pakistan.

- 11.3 It is the intention of OGDCL and the CONTRACTOR that this Agreement shall be interpreted as an integral whole, and that each clause hereof shall be read and interpreted in the light of and in relation to each and all other clauses of the Agreement.
- 11.4 Where a right or obligation is or has been declared or becomes illegal, void or unenforceable and the effect thereof is not frustrate the fundamental basis of the Agreement, the Parties shall use their best endeavors as soon as possible with a view to agreeing alternative arrangements, if possible, which will most closely conform to the right obligation which has become or has been declared illegal, void or unenforceable.
- 11.5 The headings in this Agreement are used for convenience only and shall not affect the construction or validity of this Agreement.
- 11.6 CONTRACTOR shall make necessary security arrangements for the bowsers and product therein in transit at its own expense and no liability will attach to OGDCL in this respect.
- 11.7 This agreement constitutes the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all prior Agreements, understandings and negotiations with respect to such subject matter.
- 11.8 If any provision of the agreement is prohibited, void, invalid, or unenforceable the provisions shall be ineffective and served from this agreement to the extent is prohibited, void, invalid or unenforceable without affecting the validity or enforceability of the other provisions of this Agreement.

XII

TERM AND TERMINATION

- 12.1 Unless earlier pursuant to the terms and conditions hereof this Agreement shall remain affective for a period _____ to _____ or such longer period as the party may agree.
- 12.2 On the termination of this Agreement, the rights and obligations of the Parties shall cease but the termination shall not affect any right of action existing or liabilities incurred by Party and any arbitration proceeding which might have been commenced against a Party before the date of termination.
- 12.3 Notwithstanding anything contained herein, the Parties hereto upon giving thirty (30) days written notice to the other may terminate this Agreement without incurring any liability whatsoever.
- 12.4 OGDCL may at any time and from time to time, by 5 days written notice to CONTRACTOR suspend further performance of any portion of the work by CONTRACTOR. Such notice shall specify the date of suspension and the estimated duration of suspension.
- 12.5 Upon receiving any such Notice of suspension, CONTRACTOR shall promptly suspend further performance of this Agreement to the extent specified in the Notice. Provided however that the transportation of Product(s) already commenced shall be diligently completed during the period of such suspension, OGDCL may at any time withdraw the suspension as to all or part of the suspended obligations by written Notice to CONTRACTOR specifying the effective date and scope of withdrawal, and CONTRACTOR shall resume diligent performance of its duties under this Agreement for which the suspension is withdrawn on the specified effected date of withdrawal.

XIII

CONFIDENTIALITY:

- 13.1 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.

- 13.2 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, installations or existing facilities of the Company.
- 13.3. 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.

XIV **EVENTS OF DEFAULT**

- 14.1 Any one or more of the following shall constitute an event of default:-
- a. Any representation or warranty made by either Party herein proves incorrect in a material respect when made.
 - b. Any material breach by either Party of this Agreement which is not remedied within 30 days of Notice from the affected Parties to the other, which Notice states that a material breach has occurred that could result in the termination of Agreement, identifies the breach in question and demands remedy thereof.
 - c. If, by the order of a court of competent jurisdiction a receiver or liquidator or custodian to trustee of either Party is appointed and is not discharged within 50 days or if, by such decree has continued un-discharged and unstayed for 60 days after the entry thereof, or if a petition to reorganize either Party pursuant to any statute applicable to them, as is now or hereinafter in effect, is filed against either Party and is not dismissed with sixty after such filing.

XV **INSURANCE (CRUDE OIL / CONDENSATE)**

- 15.1 CONTRACTOR may be held responsible for insurance of tankers, trailers and drivers. The product will be insured by OGDCL as we deal on the basis of custody transfer at gate of refineries.
- 15.2 The contractor will fully comply with HSEQ standards. However, in case of an accident the transporter will immediately inform respective Field Manager and Head Office in writing. A filed inquiry Committee will be constituted to provide its findings and recommendations that will be considered final. Insurance claims are subject to field Committee findings and recommendations.
- 15.3 The contractor is to ensure that the bowzers, drivers and their assistants are fully insured against normal risks (fire, theft etc) at their own expenses and no liability shall be attached to OGDCL in this respect.

XVI **NOTICE**

- 16.1 Any notice, request, demand, statement, call, question, intimation, reference or other communication under this Agreement shall be made in writing or by other rapid and effective means and shall be directed by registered mail, telex, facsimile or telegraph, email to the address of each of the Parties hereto, as follows:

OGDCL
OIL & GAS DEVELOPMENT COMPANY LIMITED
OGDCL HOUSE, JINNAH AVENUE, BLUE AREA,

ISLAMABAD.
GENERAL MANAGER (COMMERCIAL)
FAX NO. 051- _____
TEL NO. 051- _____
E MAIL: _____@ OGDCL.COM

CONTRACTOR _____
TRANSPORTER

FAX NO. _____
TEL NO. _____
E MAIL: _____

Or at such other address as either Party shall from time to time formally intimate to the other Party for the purpose.

IN WITNESS WHERE OF the Parties hereto have set their respective hands upto Agreements on the date and place first mentioned herein above in the presence of the following witnesses:

For and on Behalf of _____
Oil & Gas Development
Company Limited, Islamabad.

For and on Behalf of
Contractor _____
:

Witness
1. _____
2. _____

Witness
1. _____
2. _____