



**APPLICATION FORM FOR  
PRE-QUALIFICATION OF FIRMS FOR HIRING OF  
BULDOZERS**

**PROC-SERVICES/CB/PQ/EXPL-3355-A/2018**



# **INTRODUCTION & TERMS AND CONDITIONS**

## **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 with highest market capitalization. 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](http://www.ogdcl.com).

### **1.1 Invitation of Applications**

Applications are invited from potential firms for hiring of bulldozers.

## **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 OF FIRMS FOR HIRING OF BULDOZERS AGAINST NOTICE NO. PROC-SERVICES/CB/PQ/EXPL-3355/2018** must be delivered / dropped in the tender box / OGDCL reception at time & date mentioned in Press Tender Notice" at the following address:-

### **A/Manager (SCM) Services**

Oil & Gas Development Company Limited  
Supply Chain Management Department  
OGDCL House, Plot No. 3 (New No. 3013) F-6/G-6,  
Jinnah Avenue, Islamabad (Pakistan)  
Phone No. 92-51-920023780/ 3652  
Email: [ejaz\\_rizvi@ogdcl.com](mailto:ejaz_rizvi@ogdcl.com)

- 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.

### **2.5 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.



2.6 **Deadline for Submission of Application**

2.6.1 The original application, together with the required copies must be delivered / dropped in the tender box / OGDCL reception **at time & date mentioned in Press Tender Notice”** at the following address:- at the address specified in clause 2.1.

2.6.2 OGDCL 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.

2.7 **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.

2.8 **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.

2.9 **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.

2.10 **Affidavit**

The Applicant shall provide an affidavit 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.

**(Syed Ejaz Abbas Rizvi)**  
A/Manager (SCM) Services



## **TOR Annexure-A** **BULLDOZERS HIRING SCOPE OF WORK**

### **Terms and conditions**

OGDCL have 05 Seismic parties are working in all provinces of Pakistan, currently working KPK, Sind and Baluchistan. OGDCL want to pre-qualify well reputed and financially strong machinery providing companies for hiring Bulldozers for their seismic projects. Number of Bulldozers will be required 35-40 Nos in total for all seismic parties.

The Pre-qualified company shall provide Bulldozers at the rates/hour. These rates shall be inclusive of any and all taxes duties and fees of whatever nature. This rate shall remain fixed and firm for subject area. One side mobilization will be provided by the Pre-qualified company and one side will be borne by the Company.

#### **OBLIGATION**

1. The pre-qualified company shall supply defect free, well maintained Bulldozers.
2. Pre-qualified company shall provide skilled operators for the Bulldozer (“Operators”) who shall be of good conduct and health. All operators shall possess valid licenses to operate Bulldozers.
3. The Pre-qualified company shall provide to the Company a copy of the computerized national identity card along with complete residential address of each of the operator.
4. The Pre-qualified company further undertakes that each and every operator whose services are provided by him to the Company is not a drug addict and has never been convicted of an offence involving moral turpitude.
5. Pre-qualified company shall be solely liable to pay all salaries, benefits and costs associated with the supply of Bulldozer or services and shall indemnify the Company for any claim in this regard.
6. The Pre-qualified company shall provide operators or any other staff as necessary, to the Company at the work site or at any other place as directed by the Company’s Party Chief of Subject Location.



7. The Pre-qualified company shall be responsible for boarding and medical facilities of his personals.
8. The Company shall only provide accommodation in tents to the Pre-qualified company's personnel. No messing shall be provided by the company.
9. Only HSD shall be provided by the company, all other lubes and filters shall be responsibility of pre-qualified company.
10. Only one single/ double cabin shall be provided for pick drop of operators and mechanics for work site.
11. The company may also ask the Pre-qualified company to replace any bulldozer that is not well maintained, frequently breaks down or is not fit for the purpose for which it is retained. The Pre-qualified company shall replace such Bulldozer at Pre-qualified Company's own cost and risk, within three days of the Company notice to this effect. Failure by Pre-qualified Company to do so shall relieve the Company for making any further payments at all on behalf of such person.



## Evaluation Criteria

Sr. No	Description	Min Requirement	Marks
1.	Minimum Experience as Registered with SECP as (Pvt). Ltd Company	05 Years or More 03- less than 05 Year 01-less than 03 Years Less than 01 Year	20 15 10 05
2.	Minimum of Turnover in last financial year (2017-2018) Showing in Financial Audits or bank letter about the company's annual turnover.	05 Million or More 02 to less than 05 Million Less than 02 Million Less than 01 Million	20 15 10 05
3.	Minimum Requirement of Equipment Same or Equivalent owned by company or his joint venture Make (Cat, Komatsu) Model (D-155, D-155A, D8K) Blade (Min 14 Feet angled)	15 Bulldozers or More 10-14 Bulldozer 05-09 Bulldozer Less than 05 No Bulldozer	20 15 10 05 00
4.	Repair Workshop	Own Available Joint Venture Available Not Available	20 10 00
5.	Work order from renowned company/ department regarding Bulldozing work.	05 work orders or more 03 work orders or more 01 work order or more 00 work order	20 15 10 00
<p><b><u>Mandatory</u></b></p> <ul style="list-style-type: none"> <li>• Bidder shall full fill all the requirement mentioned in TOR.</li> <li>• Bidder shall provide compliance of all clauses of TOR signed and stamped with the Bid.</li> <li>• All documents be clear and visible submission of Fake document will lead to rejection and black listing of company.</li> <li>• Bidder shall provide all relevant document required for technical evaluation.</li> <li>• Joint venture with other Bulldozer company/ firm will be acceptable if they have proper agreement on non-Judicial stamp paper.</li> <li>• Provide List of equipment and machinery owned by company and its joint venture.</li> <li>• Company will provide an indemnity bond that the company is not black listed by any other company/ firm.</li> <li>• Copy of Registration Certificate of Company provided by SECP.</li> <li>• NTN certificate.</li> <li>• Tax Return of Last Year</li> </ul>			

Minimum Qualifying Marks in total will be =70 Marks.

(Zero Marks in any Category Bidder will be considered technically non responsive)



**ANNEXURE-B**

**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 and directors 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**

**Following information must be stated categorically:-**

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

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NTN & GST NUMBER

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ANNEXURE –B DULY ATTESTED BY  
NOTARY PUBLIC.

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PROVINCIAL REGISTRATION NUMBER

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**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-SERVICES/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 signing of contract 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 Invitation to Bid No. PROC-SERVICES/ / /2018 dated \_\_\_\_\_.



- (c) Company's LOI No. PROC-SERVICES/ / /2018 dated\_\_\_\_\_.
- (d) Contractor's letter dated\_\_\_\_\_.
- (e) Contractor's Bid Proposals No. dated \_\_\_\_\_.

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 All payments under this Contract shall be made at actual in Pak Rupees. The Company shall use its best efforts to make payment as early as possible against duly verified invoices. However, any payment made after thirty (30) days shall not in any way attract any markup, interest, surcharge or charges, etc.
- 4.4 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) be submitted to Manager Accounts under intimation to SCM Department.

#### **SECTION 5. TAXES AND DUTIES:**

- 5.1 The contract price includes all direct taxes, 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.
- 5.2 Indirect taxes (Provincial Sales Tax/ Islamabad Capital Territory Sales Tax) in Pakistan will be paid 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.
- 5.3 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 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 or 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, lightening, earthquake, loss of well, reservoir failure, change of law or policy; or any other cause beyond the control of the affected Party which materially and adversely affects the performance by such Party of its obligations under or pursuant to this Contract, other than to make payments due hereunder, acts of enemies, civil insurrection, fires, floods, earthquakes or other physical disasters, order or request of Government, blockade or embargo. It is however, clarified that strikes, lockouts, shortage or non availability of raw materials, rains disturbances, other labour disputes or non availability of transport shall not be included in the term "Force Majeure". During the established period of Force Majeure as contained hereinabove, the Contractor shall not be entitled to payment for 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 (i) 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-contract or assign either whole or part of its obligations under this Contract without the prior written consent of the Company and such consent if given shall not relieve the Contractor from any liability or obligation under this Contract. The Contractor shall be responsible for the acts, defaults and negligence of any sub Contractor, its personnel or agents as fully as it/they were the acts, defaults or negligence of the Contractor, or its personnel.



**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 \_\_\_\_\_