



**APPLICATION FORM FOR  
PRE-QUALIFICATION OF CONTRACTORS FOR EXECUTION OF ANNUAL TURN AROUNDS  
(ATA) OF OGDCL'S OIL AND GAS FIELDS/PLATNS FOR A PERIOD OF THREE YEARS**

**PROC-SERVICES/CB/P&P/PQ-4090/2018**

## **INTRODUCTION & TERMS AND CONDITIONS**

### **1. INTRODUCTION / SCOPE OF WORK**

Oil & Gas Development Company (OGDCL) is the largest Exploration & Production Listed Company in Pakistan. The Company intends to pre-qualify the experienced and highly reputed Companies (hereafter called Contractors) for the execution of ATA Works of medium to large size Gas & Condensate Processing Plants, which are located at the various places of Country.

#### **1.1 Invitation of Applications**

Applications are invited from potential firms having requisite capability, experience and expertise for enlistment/pre-qualification as a Contractor for Execution of Annual Turn Arounds (ATA) of OGDCL Oil And Gas Fields/Plants **for a period of three years.**

### **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 CONTRACTORS FOR EXECUTION OF ANNUAL TURN AROUNDS (ATA) OF OGDCL OIL AND GAS FIELDS/PLANTS AGAINST PRE-QUALIFICATION NOTICE NO: PROC-SERVICES/CB/P&P/PQ-4090/2018" 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

- 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 / 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.

2.7.2 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.

**2.8 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 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

**Terms of the Conditions of Draft Contract/Service Order for Pre-Qualification of Firms is attached as Annexure G**

# **OIL & GAS DEVELOPMENT COMPANY LIMITED**




## **TERMS OF REFERENCE (TOR) FOR PRE-QUALIFICATION OF CONTRACTORS FOR EXECUTION OF ANNUAL TURN AROUND (ATA's) OF OGDCL'S OIL AND GAS FIELDS/PLANTS**

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**LIST OF ABBREVIATIONS USED:**

<b>Abbreviation</b>	<b>Description</b>
ATA	Annual Turnaround
OGDCL	Oil and Gas Development Company Ltd.
RFQ	Request for Quotation Document
SD	Plant Shutdown
SOW	Scope of Work
SCHEDULE	GANTT Chart (produced on MS Project or PV)
I/C	Incharge / head
PQR	Procedure Qualification Record
WPS	Welding Procedure Specification



## 1. INTRODUCTION

Oil and Gas Development Company Ltd. is a leading Exploration and Production company of Pakistan. OGDCL (hereafter called Company) intends to pre-qualify the experienced and highly reputed Companies (hereafter called Contractors) for the execution of ATA Works of medium to large size Gas & Condensate Processing Plants, which are located at the various places of Country. Subsequent to completion of the pre-qualification process, Company will conduct the commercial tendering process in the following order:

- i. In accordance with the ATA needs of the specific plant(s), Company will issue 'RFQ along with ATA Scope of Work' to all the 'Pre-qualified' Contractors.
- ii. The Contractors will be required to submit their commercial quotes within the specified time period.
- iii. Company will award contract to the successful Contractor for the particular plant, after completing the bids evaluation

In line with the ATA schedule and other requirements, Company may issue multiple 'Commercial RFQs' for various plants. The RFQs will be issued for each plant separately.

## 2. GENERAL SCOPE OF WORK / RESPONSIBILITIES OF THE CONTRACTOR

### 2.1 CONTRACTOR'S SCOPE OF SERVICES

The Contractor shall have the overall responsibility of ATA execution planning, supply of skilled manpower, equipment, machinery, tools, consumables, HSEQ and materials supply (if required), and ATA work execution and closeout.

The overall general responsibilities of Contractor are described in the following sections. Although, the detailed ATA execution scope of work along with Contractor's responsibilities will be described in the 'ATA SPECIFIC RFQ' documents.

### 2.2 EXECUTION PLANNING

- 2.2.1 Contractor shall have the responsibility of overall ATA planning in accordance with 'Company ATA Master Schedule', which will be delivered to the Contractor prior to start of ATA at any specific location.
- 2.2.2 Contractor will be required to use industry standard planning software (Primavera or Microsoft Project as minimum) for ATA schedule preparation, resource planning, resource loading & distribution, progress monitoring, progress tracking, daily reporting and possible slippages management. Contractor will submit the Gantt Chart (hereinafter called Schedule) (hard copies, PDF, Native files of each) to Company for review and approval prior to start of ATA. Generally Level-4 to Level-6 Schedule will be produced by the Contractor; however the exact requirement of deliverables will be clearly specified in the relevant ATA SOW doc / RFQs.
- 2.2.3 Prior to start of ATA, Contractor will be required to develop overall ATA execution plan and other critical deliverables to support the planned delivery within target duration and budget. All such deliverables will be submitted to Company for review / approval prior to start of ATA. As a minimum Contractor will be required submit ATA Execution plan, Schedule and resource deployment plan.
- 2.2.4 Contractor will Baseline the Company approved Schedule prior to start of the ATA activities and the same document will be referred / used for progress monitoring throughout the execution of ATA.
- 2.2.5 Contractor will be required to realign / reschedule the ATA activities, should there be a requirement of SD duration optimization and / or activities reprioritization by Company, even after start of ATA. Contractor will proactively arrange / rearrange all the required resources including equipment to support reprioritized schedule delivery.
- 2.2.6 At the time of execution of activities for ATA preparation, Pre-ATA works, ATA and post ATA, Contractor shall prepare and submit narrative progress report, which must be supported by Base-Lined Gantt chart & Cumulative S-Curve planned and actual work done on daily basis at the end of day shift during the entire ATA.



- 2.2.7 Contractor will submit the final report covering all activities detail, resources & material utilized during the ATA to the Company.
- 2.2.8 Company reserves the right of reducing or increasing the ATA duration and / or scope to align production priorities, if it appears necessary even after award of Contract.
- 2.2.9 Contractor must have proven hands-on experience of large scale ATAs execution planning, monitoring, progress tracking, quality and timely delivery.
- 2.2.10 Contractor will not be allowed to sub-let and / or divest any part of ATA responsibility to sub-contractors. In the event of any specific requirement / Contractor shall obtain Company approval at the time of Commercial bid submission and prior to award of Contract.

### 2.3 ENGINEERING SUPPORT

Company may require Contractor to arrange Construction Engineering support to cover on-site small modifications, development of welding procedures / NDT procedures / metal loss repair procedures / vessel internal inspections / corrosion repairs / engineered lift arrangements etc.etc.

### 2.4 HUMAN RESOURCE REQUIREMENT

- 2.4.1 Contractor will be required to develop and deploy a suitable and efficient 'ATA Execution Organization' to ensure the planned delivery of ATA at any specific plant. The human resource requirements could vary according to the need of each plant and the Contractor will be required to assess all those needs and amend the resource deployment plan accordingly.
- 2.4.2 Contractor will submit human resource deployment plan along with CVs. of key positions for Company review / approval prior to the award of Contract. Contractor may also be required to submit revised resource deployment plan after the award of Contract but prior to start of site activities.
- 2.4.3 Contractor will also be required to rearrange and / or potentially increase / decrease the human resources in accordance with the ATA delivery schedule requirements, which could be triggered due to any specific reason such as delay in plant handover, reprioritization of SD duration, rearrangement of certain activities etc. etc.
- 2.4.4 Contractor shall have responsibility to ensure the deployment of experienced Professionals including Engineers, Supervisors, Inspectors, Skilled and Unskilled Labour / Staff in accordance with the requirement of ATA scope and the approved plan.
- 2.4.5 Contractor shall have responsibility to ensure the skilled manpower maintains the relevant certifications / qualifications to meet Company and / or essential / mandatory requirements to execute the ATA activities including heavy lifting, welding, radiography, vessels repair and inspection.

## 2.5 INFRASTRUCTURE AND SUPPORT RESOURCES

- 2.5.1 Contractor shall have responsibility for the supply / arrangement of accommodation, meals, laundry and all other related services required for its entire workforce.
- 2.5.2 Contractor shall have responsibility for the supply / arrangement of other infrastructure required to support the execution of ATA such as offices, computers, printers, photocopiers etc.
- 2.5.3 Contractor shall arrange suitable / safe transportation for the workforce commuting from all possible points.
- 2.5.4 Contractor should deploy its own fully equipped security to control the manpower's entrance / exit in plant as well as at residential camp with the coordination of OGDCL security Incharge.

## 2.6 EQUIPMENT, MACHINERY AND TOOLS SUPPLY

- 2.6.1 Contractor shall arrange approved / third party certified logistic equipment, cranes, lifters, lifting gear required for rigging, loading, unloading of heavy / light weight equipment / components to carry out the cleaning, inspection, repair / maintenance in accordance with ATA scope. OGDCL may offer its own equipment for utilization during ATA activities; however the confirmation will be made in ATA SOW document, to be issued along with commercial RFQ.
- 2.6.2 Contractor shall arrange Tools, equipment and consumables (like, WD-40, cotton rags etc.) for the execution of each job and all welding / fabrication consumables (like Welding electrode, cutting disks, grinding disc, filler wires, gases etc.) for all repair and modification jobs. The details of such jobs will be outlined in ATA SOW document.
- 2.6.3 Contractor shall arrange separate tool kits to electricians and instrument fitters / technicians (Tools like pliers, cutters, star set, combination spanner set, L-key set, screw drivers etc.) in order to perform parallel activities.
- 2.6.4 Contractor shall arrange proper operators for lifters, cranes, hydro-jetting machine and tube bundle extractor for safe operation of aforementioned machinery.
- 2.6.5 Contractor shall arrange Pneumatic tools like grinders & torque converters / bolt tensioner for confined spaces (Vessel and Columns).
- 2.6.6 Contractor shall arrange pumps, compressors, pressure gauges and blinds / spades for pneumatic & hydro-testing of valves, piping, heat exchangers and pressure vessels etc.
- 2.6.7 Contractor shall arrange all general / routine tool kits for its hired staff. (Tools like Combination spanner sets, striking / spud spanners, hammers, wrenches, adjustable, ratchet sets, shackles, slings, eye bolts etc.) as per the requirement of each job.





## 2.7 WORK EXECUTION

- 2.7.1 Contractor shall prepare the specific method statements for job execution as per the ATA scope will be submitted to OGDCL for approval. General ATA strategy, method statements and procedures should be provided along with bid for pre-qualification.
- 2.7.2 The **technical manpower** must be qualified / skilled and must have at least **five years' experience** relevant to the respective trade(s) in the field of Oil & Gas / Petrochemical Processing Plants. All the key professionals mentioned in the Organogram should be deputed after interview / recommendation from OGDCL. However Company shall have the right to interview, accept or reject any crew member appointed for ATA activities at any stage.
- 2.7.3 Contractor shall submit WPS & PQR for welding jobs prior to execution of job. No deviation will be permissible without OGDCL prior approval.
- 2.7.4 Contractor shall follow OGDCL work permit system and no job should be performed without proper prior permit from the concerned section.
- 2.7.5 Contractor shall be responsible for the housekeeping & waste removal from the plant area / boundary which arise due to ATA activities. Proper house-keeping at the end of the daily activities and comprehensive house-keeping after completion of all ATA activities will be in Contractor's scope.
- 2.7.6 Contractor shall be responsible for overall maintenance, repairing, cleaning, box up of all rotary / stationary, mechanical, piping, electrical, instruments and fire & safety equipment's as per scope of work defined as & when required for different plants.

## 3. COMPANY'S (OGDCL) RESPONSIBILITIES

- 3.1 Electricity will be provided for lightening purpose only at site by OGDCL. Contractor will have to arrange generator for all other utilities. No diesel will be issued by OGDCL for Contractor's machinery.
- 3.2 Any direct material / spare parts like gaskets, bearings, etc. will be provided by OGDCL.
- 3.3 Arrangement of liquid Nitrogen & Pumper for leak test of complete plant will be the responsibility of OGDCL, however Contractor will carry out the leak test & carry out any remedial action required during leak test will also be in Contractor scope as integral part of scope of work. Contractor shall be responsible for pneumatic or hydro testing of valves, exchanges, equipment as per scope of work.

## 4. HSE REQUIREMENTS

- 4.1 Contractor shall follow the Company's HSE Manual in true letter & spirit.

- 4.2 Contractor shall abide by all legal & other requirements under the law of Pakistan & requirement related to Oil & Gas Industry in particular e.g. Central Inspectorate of Mines, Environmental Protection Agencies other state owned regulatory bodies & also indemnify the companies against any legal issue.
- 4.3 Contractor shall ensure that all the requisite resources are provided during ATA activities for effective implementation of HSE Management System.
- 4.4 The company has right to inspect / audit as & when required basis to check the implementation of HSE Management System & may propose measure which will be binding on the Contractor to follow in true letter & spirit.
- 4.5 The Contractor must comply with all HSE requirements for oil & gas industry best practices & prevailing local legislations, moreover Contractor must also comply Company's safety HSE guidelines for Contractors.
- 4.6 Contractor shall be responsible for arranging all essential Personal Protective Equipment (PPEs) like Helmet, Coverall, safety shoes, gloves, goggles etc. as per job specific requirement, at his own expense for its staff at site.
- 4.7 In case the ATA will be performed at sour service plant, the Contractor should depute the manpower that had already worked at sour / corrosive service plants & are well experienced / familiar with work in corrosive environment.
- 4.8 Contractor shall submit HSE Performance Report on daily basis to the Company on prescribed template. This report includes daily man-hours of Contractor's staff, training, safety talk, incidents details etc. Contractor should submit the formats for OGDCL approval, OGDCL may edit, change or replace the entire format as per requirement.
- 4.9 Contractor shall ensure proper labelling at all the pertinent safety risk areas with appropriate warnings signs and instructions. It shall also be ensured that all original containers of hazardous chemicals or material entering the plant area are to be properly labelled with the hazard warnings and related information.
- 4.10 Contractor shall immediately report to Company's HSE representative all significant and important incident involving fatality, injury, illness, environmental impacts, near hits, and / or hazardous situations.
- 4.11 Contractor shall investigate and report all accidents regardless of their nature so that the cause and means of prevention can be determined to prevent a reoccurrence.
- 4.12 Contractor shall immediately clean up the trash, spills, food waste, etc. and spills of chemicals, oils, whereas potentially hazardous wastes to be immediately reported to Company's HSE representative.
- 4.13 Contractor shall provide orientation on Emergency Preparedness and Response Procedure to its own teams and ensure that its personnel are well aware of what procedures are in practice and who is to notify in the event of any emergency.



- 4.14 Contractor will submit HSE Policy manual for implementation of safe execution of each activity with zero incident-accident target. In case of any accident, OGDCL will not be liable for any claim like insurance etc.
- 4.15 All electrical supply boards / cables along with earth leakage circuit breakers should be as per HSE standard.
- 4.16 Contractor should arrange HSE I/C, supervisors, inspectors, first aiders, hole watcher, rescuer, fireman and housekeeping man as per work plan activities (well-equipped team).
- 4.17 The proper third party certification and licenses of lifting gears, cranes, fork lifters, crane operators, drivers etc. shall be ensured.
- 4.18 Supply of all HSE Gear for the workforce.
- 4.19 Shock absorbing safety harness and respirators for Contractor employees as per job requirement shall be arranged by the Contractor.

## 5. GENERAL TERMS & CONDITIONS

- 5.1 Company representative shall have right to inspect & check quality of the plant, equipment, material, supplies, workmanship and any activity employed for ATA execution.
- 5.2 Company reserves the right to witness physically all data submitted by the Contractor for pre-qualification i.e. offices, workshop, tools, machinery, equipment & manpower to ensure conformity with the tender documents.
- 5.3 Company reserves the right to inspect performance of the Contractor to ensure conformity with the Contract Documents, the WORKS and SERVICES. The Contractor shall promptly rectify all such deficiencies or defects that are brought to the Contractor's knowledge by the Company. Company's inspection / monitoring herein shall not relieve the Contractor from any of its obligations under the Contract.
- 5.4 Compliance of scope of work / TOR as & when required for the particular plant will be mandatory for technical qualification. Contractor's which will be pre-qualified can be technically disqualified if they will not confirm the scope / TOR for any specific plant case to case.
- 5.5 Contractor shall be responsible to provide medical facilities at his own expense to its staff at site during the ATA. In case of any accident, OGDCL will provide only general first aid at site as per available resources on humanitarian grounds. However it is not liability / responsibility of OGDCL to provide first aid. All medical treatment or compensation will be on Contractor's scope and OGDCL will not be liable in case of any mishap, loss etc.
- 5.6 Contractor should ensure the police verification of all manpower direct and indirect and must have bio-data file of each.
- 5.7 In case of local manpower hiring, Contractor should deal with locals at its own.

- 5.8 Contractor shall provide medical fitness certificate of manpower deployed at site from any qualified institute.
- 5.9 Contractor manpower must have CNIC and Contractor identity card.
- 5.10 Contractor should ensure that its manpower carries no ammunition or any kind of narcotics.
- 5.11 Mobile Phones and photo camera are prohibited in the plant premises and Contractor shall ensure its implementation.
- 5.12 All job completion certificates should be signed and stamped by area in-charges & endorsed by P.M / F.M and No payment will be made in case of non-availability or absence of job completion certificates for each activity.
- 5.13 Contractor shall be responsible to provide security at his own expense to its staff at residential area and movement during the contract period; however the Company will provide security cover to plant / Wells / Gathering system. All necessary insurance regarding safety & security for Contractor staff will be the responsibility of Contractor.
- 5.14 No sub-Contractor for entire ATA job of any particular discipline (Mechanical, Electrical & Instrument) is allowed, however Contractor shall specify the Sub-Contractor if any for specific jobs in the technical bid. The worth of the subcontracted jobs shall not exceed the 25% value of the total contract. Any specific job can be subcontracted after approval from the Company. The Contractor guarantees that any and all sub-Contractors of the Contractor for performance of any part of the work under the Contract will comply fully with the terms of the Contract applicable to such part of the work under the Contract.
- 5.15 Contractor shall be responsible for arranging all local licenses, permission etc., which are essential for carrying out his work during the ATA if required.
- 5.16 In case of any dispute in respect of scope of work or any other requirement, inconsistency in ITB / supplied data and / or applicability of codes and standards, actual conditions at the time of ATA the Company's decision shall be considered final.
- 5.17 The Company representative / Engineer shall have power / authority to direct the Contractor to remove any inferior materials from the site and to rectify any work of inferior service or material or workmanship, upon failing to do so the Company / Engineer may arrange for any such work to be rectified by any other means at the Contractor's expense.
- 5.18 The Contractor shall engage such number of workman / labour personnel as he may consider necessary and shall be directly responsible for determining the terms and conditions of their service. All such workers / employees / persons / personnel shall continue to be the workers of the Contractor and the Company shall not be responsible for their dues, claims, damages, disputes for terminal benefits, whatsoever that may arise in connection with their employment with Contractor.



- 5.19 The Contractor alone shall be responsible for the payment of any and all compensation to his workers / labour / personnel employed and or authorized by him in the premises of the Company in the execution of his Contract.
- 5.20 The Contractor shall be responsible for security of his tools & equipment and workers travelling to and fro from Site to other destination. Company in no way what so ever, shall be liable for any problems / issues that result from the security arrangements done by the Contractor.
- 5.21 The Contractor shall be responsible for the conduct, behaviour and work production of his workmen individually and / or collectively and shall exercise administrative control over them directly.
- 5.22 The Contractor shall ensure that the workmen employed by him must abide by all the safety precautions in force and comply with all such requirements as may be laid down from time to time in connection with the execution of this Contract and his employees / workmen confine themselves to the work area or areas as may be specified by the Company from time to time.
- 5.23 The Contractor hereby guarantees that he and the workmen / employees / personnel / person employed by him in connection with the execution of this Contract shall maintain industrial peace while on the job inside the Company's premises during the entire period of the Contract and in any administrative, disciplinary or any other dispute arising between the Contractor and his employees or any dispute amongst the workmen / employees, interest, shall be settled outside the Company premises without effecting the work schedule set forth by the Company.
- 5.24 In case of any dispute with regard to this contract the decision of the Company's representative shall be final.
- 5.25 Working hours for the day will be considered 12 hours / day including 01 Hour lunch break. Sunday and any other gazette holiday will be considered as working day.
- 5.26 Most of the jobs will be carried out in the day shift however limited tasks will be carried out in the night shift too.
- 5.27 Heavy rigging activities will not be performed at night.
- 5.28 Payment shall be made as per actual work done through cross cheque after the successful completion of the ATA and submission of each activity completion certificates.
- 5.29 Management of the plant reserves the right to curtail the job list or terminate the services of any hired staff at any time without any reason. No Payment of such activity or service shall be made.

## 6. MINIMUM REQUIREMENTS FOR QUALIFICATION

All the interested parties intending to participate for pre-qualification in order to execute the ATAs must fulfil all the requirements / parameters required for pre-qualification as per tender document in their bids. The evaluation of the bids shall be done through grading of the contractors according to marks calculated as per criteria defined in Annexure-A. A Contractor should earn minimum 70 marks as overall in order to pre-qualify. The Minimum qualifying marks in each category are also defined in Annexure-A.

6.1 The Contractor(s) are required to provide the following documents for pre-qualification:

- i. Certified copy of valid NTN / GST certificates.
- ii. Contractor profile.
- iii. Documentary proof for providing the satisfactory services for ATA / Shutdown (which include copy of purchase orders, Contract, completion certificates showing nature of job, client name & value) of at least 05 years in oil & gas, refinery or petrochemical plants. ATA at other plant like sugar, textile, cement, power plants etc. will not be considered. Project (like erection of new plants etc) experience will not be considered as ATA experience.
- iv. Comprehensive list of all available equipment, tools, camp, office & workshop facilities, logistic equipment, cranes, lifters etc. should be provided. It may be verified physically as per OGDCL requirement.
- v. Contractor's site deployment organogram of ATA manpower with total numbers of each craft. It should cover all required resources specially; Mechanical, Instrument, Electrical, HSEQ, Inspection crews etc.
- vi. CVs of the all Management & Supervisory ATA team (as per organogram). The Managers, Engineers, supervisors should have experience of at least five year of ATA execution & must have executed minimum 05 ATAs. Bid will be rejected & shall not be considered for pre-qualification if CVs will not be provided with bid.
- vii. List of all the offices and service agencies across Pakistan.
- viii. Contractor's HSEQ policy & detail required to claim the marks as per annexure-A Sr. No. 05.
- ix. Verifiable copy of purchase orders & satisfactory performance certificate from Oil & Gas companies, refineries or petrochemical plants for execution of previous ATA in order to claim the marks as per Annexure-A.
- x. A Generic ATA execution plan.
- xi. Copy of plans / schedules of its previous 2 ATAs carried out by the contractor as minimum.

6.2 In case of bid submitted by any Joint venture Contractors, the experience of one Contractor will be considered for evaluation (for example 01 year experience of one Contractor & 01 year of the another JV Contractor will not be considered as two years. Similarly, two ATAs performed by one Contractor & one ATA by JV will not be considered as three ATAs.)



- 6.3 Contractor declared as black listed at PPRA website will not be entertained.
- 6.4 Contractor shall have strong financial strength to meet the execution of ATA services, evidence of financial resources / strength should be provided.

## **7. MOBILIZATION / DEMOBILIZATION PERIOD**

- 7.1 Contractor shall be allowed to mobilize resources & manpower 3-5 days before commencement of ATA. Contractor can mobilize limited resources any time before ATA with the prior approval of OGDCL Plant Management for pre-shutdown activities. However Contractor shall ensure to mobilize all resources before the start date of ATA in order to complete all ATA activities without delay.
- 7.2 Contractor should demobilize all resources within 07 days after completion of ATA activities otherwise demurrage will be imposed.

## **8. NON-COMPLIANCE WITH TERMS / PENALTIES**

- 8.1 If Contractor does not mobilize within agreed time period; OGDCL will have the right to terminate the contract and confiscate the performance bond / guarantee etc.
- 8.2 If Contractor regrets or fails to provide the service or complete the agreed job (which is part of the service order/contract) during ATA then the Contractor shall be liable to pay penalty @ 5% of the total contract value (including mobilization & demobilization charges), which will be deducted from the invoice & charges of that specific job will also not be paid. However if OGDCL hold or terminate / delete any services, job scope then no penalty will be imposed to the Contractor but the payment of that particular job will not be paid to Contractor.
- 8.3 If Contract is terminated due to negligence / fault at the part of the Contractor then mobilization & demobilization charges will not be paid and Company has the right to confiscate the performance bond / guarantee.
- 8.4 In case of any damage or break down of the equipment due to maintenance fault, assembly, disassembly, box up, Contractor will bear all cost of services, consumables & parts used to restore the equipment in original condition.

## Annexure-A

### Contractor Pre-Qualification Criteria

Sr. No.	Evaluation Item	Description of Criteria	Max. Marks / Calculations	Maximum Marks	Minimum Qualifying Marks	Remarks
1.	Contractor strength to execute Mechanical, Electrical & Instrumentation work.	Contractor should have experience for execution of Mechanical, Electrical and Instrument works in ATAs.	Fully Complied:15	15	15	The Contractor should submit the detail of scope of work along with supporting documents to prove that they have executed Mechanical, Electrical & Instrument activities during ATAs. Experience of Contractor itself will be considered only (experience of manpower is separately covered in TOR)

Sr. No.	Evaluation Item	Description of Criteria	Max. Marks / Calculations	Maximum Marks	Minimum Qualifying Marks	Remarks
2.	Specific experience of Annual Turn Around (ATA).	Contractor's experience of ATAs.	Contractor shall earn 05 marks against each ATA up to maximum of 30 marks, Only 06 ATAs will be considered for Marks calculation.	30	10	In order to get 5 Marks for each ATA, the value/ worth of each previous ATA performed by contractor should be at least 10 Million (PKR). If value/ Cost of ATA performed is less than 10 Million above 07 Million (PKR) 04 points each. If value/ Cost of ATA performed is less than 07 Million above 04 Million (PKR) 03 points each. If value/ Cost of ATA performed is less than 04 Million above 1.5 Million (PKR) 02 points each. If value/ Cost of ATA performed is less than 1.5 Million then it will not be considered.
3.	Certifications.	Contractor should provide following valid certificates; 1. ISO 9000 certification: 2. ASME U/R/S-Stamp 3. PEC Registration	1. 04 Marks 2. 03/02/02 Marks 3. 04 Marks	15	04	Contractor should submit the valid copy of certificates. If the certificate status is in progress no marks shall be given.

Sr. No.	Evaluation Item	Description of Criteria	Max. Marks / Calculations	Maximum Marks	Minimum Qualifying Marks	Remarks
4.	Offices, Workshop, Tools, Equipment, Machinery, Infrastructure.	<p>Contractor should have following facilities with in Pakistan.</p> <ol style="list-style-type: none"> <li>1. Workshop &amp; office,</li> <li>2. Tools to execute the ATA activities (Mechanical, Instrument, Electrical).</li> <li>3. Equipment / Machinery (Valve test bench, hydro jetting machines, welding machines/ Generators).</li> <li>4. Cranes, fork lifters.</li> <li>5. Relevant professional CVs &amp; site deployment Organogram for Mechanical, Instrument &amp; Electrical works.</li> </ol>	<ol style="list-style-type: none"> <li>1. 03Marks</li> <li>2. 08 Marks</li> <li>3. 03 Marks</li> <li>4. 06 Marks (04 + 02)</li> <li>5. 10 Marks.</li> </ol>	30	15	<p>Established workshop : 02 Marks Established Office : 01 Marks</p> <p>Mechanical tools: 04 Marks. Instrument tools: 02 Marks. Electrical tools: 02 Marks.</p> <p>01 Marks for each main equipment / Machinery.</p> <p>01 Crane (Min 25 tons). 02 Marks Max: 04 Marks 01 fork lifters (Min 3 Tons). 01 Mark Max : 02 marks</p> <p>Organogram: 02 Mark. Mechanical CVs: 04 Mark Electrical CVs: 02Mark Instrument CVs: 02Mark</p>



Sr. No.	Evaluation Item	Description of Criteria	Max. Marks / Calculations	Maximum Marks	Minimum Qualifying Marks	Remarks
5.	Safety & HSE Policy	1. Contractor's documentary evidence of HSE policy with commitment to provide PPE, Helmet, Ear plugs and safety shoes to the skilled labour at work. 2. Well defined HSE policy with commitment and to provide 1 Million Safe Man hours record. 3. Deployment of first aid boxes & medical team for the labour at site.	1. 04 Marks for full compliance, partial compliance zero Marks. 2. 04 Marks, 3. 02 Marks for full compliance partially compliance zero Marks.	10	06	The Contractor who will provide 1 Million safe man hours record will be awarded 04 marks while the Contractor who will provide 0.5 Million safe man hours record will be awarded 02 Marks.

Total Marks= 100

Minimum Qualifying Marks = 70

**Note:**

- Contractors capable of executing Electrical, Instrument & Mechanical activities will be considered for pre-qualification process. Partial compliance i.e if the Contractors has experience of mechanical jobs only, having no experience in Electrical & Instrumentation field & vice versa, then it will be not considered for pre-qualification.
- Contractor should get minimum qualifying marks in each category as mentioned in above table. Contractor will not be qualified if above mentioned minimum qualifying marks in any category will not be scored by the contractor. In addition, the total marks should also be not less than 70. Any contractor who will score less than 70 marks shall not be considered for pre-qualification.
- Contractor must have three years total experience of providing ATA/ shutdown services. Contractors having experience less than three years will be disqualified & shall not be considered for pre-qualification even they score marks more than 70 as per above tabulated criteria. In order to prove three years' experience, Contractor can claim the ATA whose worth / value is less than Rs.1.5 million however these ATA shall not be considered for marks calculation and only ATAs having worth/ value more than Rs. 1.5 million will be considered for marks calculation as per above table Sr. No. 02.
- In case of JV, JV agreement to be provided by contractor. Experience of both JV partner will be not added together for marks calculation.

**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

**M/s 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 for a period of (period).

**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 LOI.
- (c) Company's Tender documents
- (d) Contractor's Technical & Financial bid and all correspondence/ clarification made thereafter.

Any inconsistency between the above documents of this Contract shall be resolved by giving precedence in the order in which they are listed above.

**SECTION 4. PRICING TERMS:**

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

**SECTION 5. TAXES AND DUTIES:**

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



- 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 **six (06) months beyond the validity of the Contract**. The Company has sole and absolute right to encash the Performance Bond without any prior notice to the Contractor in the event of any breach, failure, non-compliance or delay in the performance of the Contract.

**SECTION 10. LIABILITIES:**

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



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

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

#### **SECTION 11. INDEMNITIES:**

- 11.1 Neither Party shall be liable to the other for any punitive, indirect or consequential damages sustained by the other including without limitation business interruptions, loss of profits, loss of use of assets, loss of data and loss of contracts, and each Party shall hold the other Party harmless in respect thereof.
- 11.2 The Contractor shall indemnify the Company against all motions, proceedings, claims, liens and demands whatsoever which may be made against the Company by the third parties for or in respect of or out of any failure by the Contractor in performance of its obligation or wrongful performance under this Contract or any act or omission in connection therewith. Should Company have to pay any moneys in respect of any such claims or demands, the amounts to be paid and the costs incurred by the Company connection therewith, shall be charged in to and paid by the Contractor in full.

#### **SECTION 12. LIQUIDATED DAMAGES:**

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

**SECTION 13. PATENT RIGHTS:**

The Contractor shall protect, indemnify and hold the Company harmless from and against all claims, proceedings, demands, damages, costs, charges and expenses whatsoever for or on account of infringement of any patent rights, design, trade-mark, industrial design or name or other protected rights in respect of any design, method, machine work, material etc. used for or in connection with the Services.

**SECTION 14. DIRECTIONS:**

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

**SECTION 15. CONFIDENTIALITY:**

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

15.2 Neither the Contractor nor any of its employees shall, except with the prior written consent of the Company, take ground or aerial photographs of the site, rig, installation or existing facilities of the Company.

15.3 The Contractor further undertakes that it shall not, except with the prior written consent of the Company:

- i) make any reference publicly, whether to the press or in books, brochures, internal publications, publicity material, magazines and periodicals or by advertisement through radio, television or films or by any other medium relating to:
  - a) the Contract or its terms and conditions,
  - b) the nature or extent of Services carried out by the Contractor,
  - c) the method, materials, or equipment used and personnel employed, or
  - d) any other Company information in the possession of the Contractor.

- ii) disclose or convey any of the matters or information referred to in (i) above to any employees of the Contractor not directly concerned with the Contract.

**SECTION 16. DEFAULT:**

16.1 If the Contractor is unable or unwilling to perform its Services in accordance with terms of the Contract, the Company may obtain conforming Services from other sources, in which case, the Contractor shall be liable to the Company for the increased cost, if any, incurred by the Company for procuring such Services from other sources.



- 16.2 The Contractor shall also be in default under the Contract if the Contractor (a) fails to fully and timely perform any of its material obligations under the Contract (b) becomes insolvent or seeks relief under the bankruptcy laws.

**SECTION 17. ARBITRATION:**

- 17.1 If any technical question, difference or dispute arises under this Contract, the Parties shall use their best efforts to promptly resolve such dispute, controversy or disagreement. However, if the dispute continues, either Party may give written notice to the other for appointment of an expert to resolve the dispute. The expert shall be preferably a Pakistani national and shall have at least ten years of experience in the relevant technical field.
- 17.2 If any question, difference or dispute arises regarding the rights, obligations or performance by the Parties under this Contract, the Parties shall use their best efforts to promptly resolve such dispute, controversy or disagreement. This includes without limitation the question of whether one or the other is in default and what action if any shall be taken to remedy such default. If the Parties are unable to resolve such question, difference, dispute and controversy, the matter may be referred to arbitration. Either Party may notify the other in writing specifying the nature of the dispute and designate one arbitrator to whom such dispute shall be referred requesting that the other party give notice in writing within fifteen (15) days after receipt of the notice of designation of the second arbitrator. The two arbitrators shall within fifteen (15) days after the receipt of notice of the second arbitrator, appoint an umpire whose decision with respect to the dispute shall govern in the event that the arbitrators shall fail to agree. In the event that second arbitrator is not designated within the time specified, the first arbitrator shall have full and complete power to determine the dispute.
- 17.3 Arbitration shall be precedent in any action of law and that the provisions of the Arbitration Act, 1940 and rules framed thereunder shall apply. The venue of the arbitration shall be in Islamabad, Pakistan.
- 17.4 The expenses of arbitration shall be charged equally to the Parties unless the award of the arbitrator(s) or the umpire, as the case may be, otherwise provide.

**SECTION 18. TERMINATION:**

- 18.1 In the event of default by the Contractor, the Company shall have the right to terminate the Contract for cause, by giving written notice effective ten (10) days after the date of such notice, unless otherwise specified therein. If the Contractor cures such default within the ten (10) days period, or provides evidence to satisfy the Company that such default does not exist. In addition to any other remedy available under law or in equity, the Company shall be entitled to recover all actual damages, costs and losses incurred by the Company as a result of default by the Contractor.
- 18.2 The Company shall have the right to terminate the Contract, in whole or in part, without any cause at any time upon thirty (30) days' prior written notice. Upon receipt of such notice of termination, the Contractor shall promptly cease all further Services under the Contract with such exceptions, if any, specified in the notice of termination. The Company shall pay the Contractor for all Services performed and obligations incurred prior to the date of termination in accordance with the terms of the Contract.



**SECTION 19. FORCE MAJEURE:**

19.1 "Force Majeure" shall mean an unforeseeable event that impairs the ability of the Party affected by it to wholly or partially perform its obligations under this Contract. In the event of either party hereto being rendered unable, wholly or in part, by Force Majeure circumstances to carry out its obligations under this Contract, then such party by giving notice with satisfactory evidence of such Force Majeure circumstance(s) relied upon, the obligations of the party giving such notice so far as they are affected by such Force Majeure shall be suspended for the period during which the party, is rendered unable as aforesaid, but for no longer period. However, such notice must be given within fourteen (14) days of occurrence of Force Majeure event. The terms Force Majeure as employed herein, shall include but not be limited to acts of God or war, war whether declared or undeclared; acts of terrorism or sabotage, or public enemy; riots and insurrection; civil commotion; revolution; embargo, blockade, invasion or act of foreign enemies; epidemic; landslide, 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 (a) above to any employees of the Contractor not directly concerned with the Contract.

**SECTION 22. SECURITY:**

- 22.1 If otherwise mentioned in TOR, Company shall provide appropriate site security including, as from time to time may be necessary, security personnel and security services at the work site or during transportation of personnel and equipment to and from the work site.
- 22.2 If otherwise mentioned in TOR, it is the express intent of the Parties that any delay in the performance of Services or provision of equipment, or part thereof related directly or indirectly to security issues shall under no circumstances be deemed a breach of Contractor's obligation under the Contract.

**SECTION 23. INSURANCE DEMURRAGE:**

- 23.1 The Contractor shall within seven (07) days of the date hereof take out and shall maintain until maturity of the Contract, standard insurance policies, which shall include Contractor's waiver of subrogation as follows:
- (a) Worker's compensation insurance covering all employees, engaged directly or indirectly in the performance of the Services in accordance with the applicable statutory requirements of the state or nation having jurisdiction over such employees.
  - (b) All risk insurance cover for the Services and Equipment including without limitation Equipment and machinery and other materials, if any supplied hereunder by the Contractor.
  - (c) The foregoing insurance shall be maintained with insurers that are satisfactory to the Company, and the terms of coverage for the foregoing insurance shall also be satisfactory to the Company and shall be evidenced by certificate to be furnished to Company. Such certificates shall provide that ten (10) days written notice shall be given to Company prior to cancellation of any policy. In the event the Contractor fails to effect or keep in force the insurances then the Company without prejudice to any other rights, shall effect and keep in force such insurance's at the Contractor's cost and risk.
  - (d) It shall be the duty of the Contractor to notify the insurers of any insurance referred to above or of any matter or event, which by the terms of such insurance are required to be so notified.
- 23.2 The Contractor shall indemnify the Company against all suits, proceedings, claims, liens and demands whatsoever which may be made against the Company by the third parties for or in respect of out of any failure by the Contractor in performance of its obligation or wrongful performance under this Contract or any act or omission in connection therewith. Should Company have to pay any moneys in respect of any such claims or demands, the amounts



to be paid and the costs incurred by the Company in connection therewith, shall be charged to and paid by the Contractor in full.

**SECTION 24. EMPLOYMENT OF PAKISTANI NATIONALS**

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

**SECTION 25. ASSIGNMENT:**

The Contractor shall not sub-contractor or assign either whole or part of its obligations under this Contract without the prior written consent of the Company and such consent if given shall not relieve the Contractor from any liability or obligation under this Contract. The Contractor shall be responsible for the acts, defaults and negligence of any sub Contractor, its personnel or agents as fully as it they were the acts, defaults or negligence of the Contractor, or its personnel.

**SECTION 26. ENTIRE CONTRACT:**

The documents mentioned in Section-3 of this Contract constitute the entire understanding between the Company and the Contractor on the subject matter and supersede all prior discussions, communications and agreements regarding the subject matter, whether written or oral.

**SECTION 27. AMENDMENTS:**

No variation in or modification of the terms of this Contract shall be made except by written amendment signed by the duly authorized representative of the Company and the Contractor.

**SECTION 28. GOVERNING LAW:**

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

**SECTION 29. ERADICATION OF CORRUPTION:**

All vendors, Suppliers, Contractors, Consultants and alike are encouraged to inform the Managing Director and Heads of Departments in case where any Company's employee asks for any type of favour whether monetary or in kind. You can contact the M.D. and Heads of Departments on the following addresses, phone numbers, faxes or e-mail:

<b>MD &amp; CEO</b> <b>M/s Oil &amp; Gas Development Company Limited</b> OGDCL House, Blue Area, Islamabad.  Tel No: 051-9209701 Fax No: 051-9209708 E-mail: md@ogdcl.com	<b>GM (SCM)</b> <b>M/s Oil &amp; Gas Development Company Limited</b> OGDCL House, Blue Area, Islamabad.  Tel No: 051-920023540 Fax No: 051-9209859 E-mail: nadeem_rizvi@ogdcl.com
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**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:

<b>To the Company:</b>	<b>To the Contractor:</b>
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Manager ( _____ ) Oil & Gas Development Company limited OGDCL House, Jinnah Avenue, Sector F-6 Blue Area, Islamabad, Pakistan Telephone: 0092 - 51-92002 _____ Facsimile: 0092 - 51-	Mr. _____ M/s _____ <b>Address:-</b> _____ Telephone: 0092 - _____ Facsimile: 0092 - _____
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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 \_\_\_\_\_