



**APPLICATION FORM FOR
PREQUALIFICATION OF FINANCIAL ADVISORY (FA) SERVICES FOR THREE YEARS ON AN AS-
AND-WHEN REQUIRED BASIS IN RELATION TO THE BUY-SIDE ENGAGEMENTS FOR ASSET
OR CORPORATE ACQUISITIONS**

PROC-SERVICES/CB/PQ/JV-4155/2018

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 experienced and highly reputed Companies (hereafter called Contractors/consultants) for *Financial Advisory (FA) Services for Three Years On an As-And-When Required Basis in Relation to The Buy-Side Engagements for Asset or Corporate Acquisitions*.

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 *Financial Advisory (FA) Services for Three Years On an As-And-When Required Basis in Relation to The Buy-Side Engagements for Asset or Corporate Acquisitions*.

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 *Financial Advisory (FA) Services for Three Years On an As-And-When Required Basis in Relation to The Buy-Side Engagements for Asset or Corporate Acquisitions* AGAINST PRE-QUALIFICATION NOTICE NO: PROC-SERVICES/CB/PQ/JV-4155/2018" 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 OGDLC may, at its discretion extend the deadline for the submission of applications by amending the Pre-Qualification documents in which case all rights and obligations of the OGDCL and Applicants previously subject to the deadline will thereafter be subject to the deadline as extended.

2.8 Late Submission of Applications

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

2.9 Clarification of Applications.

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

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

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

2.11 Affidavit

The Applicant shall provide an affidavit 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

TERMS OF REFERENCE (TOR) FOR
PREQUALIFICATION OF FINANCIAL ADVISORY
(FA) SERVICES FOR THREE YEARS ON AN AS-AND-
WHEN REQUIRED BASIS IN RELATION TO THE
BUY-SIDE ENGAGEMENTS FOR ASSET OR
CORPORATE ACQUISITIONS

1. Introduction

Oil & Gas Development Company Ltd. (the “Company”) would like to solicit proposals for prequalification of financial advisory (FA) services for three years on an as-and-when required basis in relation to the buy-side engagements for asset or corporate acquisitions. As part of its business development activities, the Company on a regular basis has to evaluate various asset and corporate acquisition opportunities. For the purposes of assistance in identifying, evaluating and negotiating any such potential acquisition of an asset or corporate entity (the “Target”), the Company expects that from time to time it will require the services of Financial Advisors. Generally, for each significant potential acquisition the Company will select, on a competitive basis, one or more Financial Advisor from the list of successfully prequalified names from this prequalification process. As part of its acquisition strategy the Company may partner with one or more parties as part of a joint-evaluation and bidding consortium (“JEBC”).

2. General Overview of Anticipated Work

Advisory services to the Company for a potential transaction are expected to be led by a Financial Advisor, preferably an investment bank together with and supported by consultants (“Consultants”) comprising (but not necessarily limited to) Legal Counsel, Accounting and Tax Consultant(s), and Technical Consultant. The Consultants mentioned above may be appointed either by the Company or the Financial Advisor, on a case by case basis. In case of the latter, the FA may also be expected to draft their scope of work with list of key deliverables depending upon the specific requirements of an assignment and work alongside them as a team. Each assignment is expected to involve, due diligence, review of transaction structure, development of valuation model and valuation range, preparation of Board and other presentations, execution of bidding process and subsequent transaction closure.

3. Scope of Work

The Financial Advisors for the proposed transactions, will be responsible to perform such financial consultancy and investment banking services as are customary and appropriate in a merger and acquisition transaction, including but not limited to the following (Please note that this is not an exhaustive list and may be updated / revised subject to reasonable demands by the Company):

- Serve as the focal point of contact and liaise between the seller(s), their consultant(s), their legal counsel and the Company / JEBC (including due diligence team) and Consultants.
- Arrange information from the seller(s) and their consultant(s) and assist with commercial and business due diligence of the Target on the information as provided and to identify and request any other information missing but customarily required for proper due diligence.
- List down issues / queries and obtain responses on the same from the seller(s) and their consultant(s).
- Coordinate the entire detailed diligence process, i.e. from technical, legal as well as accounting, tax and other perspectives. Additionally, coordinate with team for timely execution of due diligence exercise and development of due diligence reports.
- Report the due diligence findings to the Company and its management which should reflect a detailed effort reviewing operational, accounting, financial, corporate, legal, tax, regulatory and other relevant aspects of Target, with the final objective of understanding the Target acquisition and identifying/analyzing all aspects that could affect the suitability of proposed transaction, transaction structures and acquisition financing options (if required) and have valuation implications.
- Prepare a detailed financial model of the Target, working alongside with the appointed Consultants to finalize the financial model for valuation purposes. Additionally, apply various internationally accepted valuation techniques to obtain a valuation range for Target and incorporate the multiple valuation techniques into a valuation report and present a valuation range of the Target for the Company, highlighting all assumptions and detailed workings in the model. Assess the sensitivity of valuation to key variables by building Sensitivity and Scenario Analysis into the Financial Model.
- Make consolidated presentation to the Company / JEBC, Board of Directors, Management, Shareholder and Regulators (if required) on Target valuation, due diligence, risk analysis, proposed transaction structure, etc. and present findings on the identified synergies and risks assessments from due diligence exercise.
- Assist in the preparation of any submissions to Company / senior management and Board and Regulators as required.

- Submit the Transaction Structure keeping in view the buyer's corporate structure, taxation, financing aspects (including, if required, securitization of reserves in consultation with Consultants) and give recommendations to the Client on the optimum Transaction Structure, outlining its impact on the valuation to the Company and assist in negotiating the same with the seller through coordination with Consultants.
- Financial Advisors will be required to assist in drafting the non-binding bid/offer and list down the conditions precedent / caveats in the bid to be submitted to the seller. The FA would be primarily responsible for managing the entire bidding process, on behalf of the Company with assistance of the Consultants as required.
- While Financial Advisor will manage the overall process to effect closure of the transaction, the FA along with the Consultants will be expected to draft/comment on the Sale and Purchase Agreement / Asset sale agreement and share the same with the Company / JEBC Partner(s) and their lawyers to finalize the mark-up and submit the same to the seller and their lawyers. Furthermore, FA along with Consultants will be expected to provide similar support on any other agreements as required during the course of the transaction (e.g. guarantees, loan agreements, consents, Shareholders' Agreement, Asset Purchase Agreement, etc.).
- Provide support and facilitate to raise financing (if required) including preparation of all the material that will facilitate the diligence process of the lenders, auditors and others and take all necessary steps to expedite the funding. Assist in the preparation of Information Memorandum, and/or any other marketing documents that are reasonably requested by the Company or are required for the arrangement of financing.
- Advise on all the necessary regulatory requirements for making payment outside Pakistan and provide reasonable assistance to obtain all the required approvals in this connection.
- Assist in post closure matters (if any).

4. Prequalification Criteria

The prequalification is intended for reputed investment banking / financial advisory firms with experience in advising on M&A transactions. To ensure efficient provision of services to the Company the FA must have a presence in Pakistan either directly or through a partner.

Experience	(50 Marks)
<ul style="list-style-type: none"> • Demonstrate International M&A experience either directly or through documented affiliation(s). • Demonstrate presence in Pakistan either directly or through a partner to qualify. • The FA must have experience of leading a consortium in at least 03 different M&A transactions to qualify. • Detailed description of the role played / services provided by the Financial Advisor on at least three M&A transactions in the last five years in which the Financial Advisor provided services similar to those contemplated under the prequalification process. • Demonstrate relevant experience in Energy acquisitions/divestures, of which atleast one should be in Oil & Gas (upstream / midstream / downstream) either directly or through documented affiliates. • Details of applicant's (and where applicable those of its affiliate) standing in industry recognized league tables in appropriate categories such as M&A and energy / oil & gas transactions. • Corporate structure, description of key management personnel, office locations with detailed description of overall expertise including that available from each office (including those of any documented affiliate(s)) that will be involved in providing services contemplated under this prequalification exercise. 	<ul style="list-style-type: none"> • 5 • 5 • 10 (3 M&A :70%) (3+ :80%) (5+ :100%) • 15 (3 M&A :70%) (3+ :80%) (5+ :100%) • 5 • 7 (Top 15 :100%) (Next 16-25 :70%) (26-50 : 50%) • 3
Competency of the Team Members	(30 Marks)

<ul style="list-style-type: none"> • Details on the experience and qualifications of the team lead who will be deployed by the Financial Advisor in advising the Company. Team Lead should have demonstrated advisory experience in atleast 3 M&A transactions playing a leading role. • Should demonstrate experience of managing a consortium of consultants on M&A assignments. • Demonstrate experience of team lead in Energy sector acquisitions/divestures. • Each team member preferably should have experience in advising companies on acquisitions / M&A transactions. Details on the experience and qualifications of key team members should be included. • Team members having relevant experience in Energy sector. 	<ul style="list-style-type: none"> • 5 (3 M&A :70%) (3+ :80%) (5+ :100%) • 2 • 3 • 10 (3 Mem :70%) (3+ :80%) (5+ :100%) • 10 (3 Mem :70%) (3+ :80%) (5+ :100%)
Work plan and Methodology	(20 Marks)
<ul style="list-style-type: none"> • Adequacy of approach and methodology in response to the scope of work that will be undertaken by the Financial Advisor in approaching the assignment along with proposed timelines. This should include details of valuation methodologies and tools that will be utilized in providing the services. Parties should also demonstrate good understanding of issues relevant to the Energy sector particularly Oil & Gas (upstream / midstream / downstream). 	<ul style="list-style-type: none"> • 20 Methadology:60% E&P related:20% (Oil & Gas) Timelines: 10% Tool: 10%

Parties scoring 70% points and above marks in each category of the Technical Proposal will be qualified

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/US\$. Payment will be made through cross cheque in 100% Pak Rupees, at actual, against verified invoices. However foreign companies will be paid in US\$ or their quoted currency through LC.
- 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 -----/ extendable **six (06) months beyond the validity of the Contract.** The Company has sole and absolute right to encash the Performance Bond without any prior notice to the Contractor in the event of any breach, failure, non-compliance or delay in the performance of the Contract.

SECTION 10. LIABILITIES:

- 10.1 Each party shall defend, indemnify and hold the other party harmless from and against any claim INCLUDING THIRD (3rd) PARTIES arising out of (i) loss or damage to its own property, and / or (ii) death of or injury to its own personnel.

- 10.2 Each party shall be liable for, and shall defend, indemnify and hold the other Party and its members/affiliates, co-ventures (if any), contractors or subcontractors, and it's and their respective employees, directors, officers, agents and invitees harmless from and against. all claims, demands, causes of action, judgments, awards, damages, losses, costs, expenses, expenses and liabilities of any kind and character arising out of third party property damage (including death) caused by the indemnifying Party's negligence during the performance of the Contract.

- 10.3 Notwithstanding any other provision of this Contract, Company shall defend, indemnify and hold harmless the Contractor from and against all liabilities, claims, damages, losses and costs relating to or resulting from (a) through (e) below, including any and all personal injury, death and loss of or damage to the drilling rig, vessel or platform and all other property arising there from (except if caused by Contractor's Gross Negligence or willful misconduct):
 - (a) damage to or loss of or impairment to any well (including the casing) or well bore;
 - (b) killing of or the bringing under control of any well;
 - (c) damage to or loss or any reservoir or productive formation, or subsurface minerals or structure or the loss of oil or gas therefore in;
 - (d) blowout, fire, explosion, catering , or any uncontrolled well condition;
 - (e) pollution, as well as containing, controlling and cleaning up any pollution, contamination or debris.

Gross Negligence or Willful Misconduct means any act or failure to act (whether sole, joint or concurrent) by a person that was intended to cause or was in reckless disregard of, or wanton

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

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

SECTION 11. INDEMNITIES:

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

SECTION 12. LIQUIDATED DAMAGES:

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

SECTION 13. PATENT RIGHTS:

The Contractor shall protect, indemnify and hold the Company harmless from and against all claims, proceedings, demands, damages, costs, charges and expenses whatsoever for or on account of

infringement of any patent rights, design, trade-mark, industrial design or name or other protected rights in respect of any design, method, machine work, material etc. used for or in connection with the Services.

SECTION 14. DIRECTIONS:

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

SECTION 15. CONFIDENTIALITY:

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

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

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

- i) make any reference publicly, whether to the press or in books, brochures, internal publications, publicity material, magazines and periodicals or by advertisement through radio, television or films or by any other medium relating to:
 - a) the Contract or its terms and conditions,
 - b) the nature or extent of Services carried out by the Contractor,
 - c) the method, materials, or equipment used and personnel employed, or
 - d) any other Company information in the possession of the Contractor.
- ii) disclose or convey any of the matters or information referred to in (i) above to any employees of the Contractor not directly concerned with the Contract.

SECTION 16. DEFAULT:

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

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

SECTION 17. ARBITRATION:

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

SECTION 18. TERMINATION:

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

SECTION 19. FORCE MAJEURE:

- 19.1 "Force Majeure" shall mean an unforeseeable event that impairs the ability of the Party affected by it to wholly or partially perform its obligations under this Contract. In the event

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

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

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

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 _____