

OIL & GAS DEVELOPMENT COMPANY LIMITED



TENDER ENQUIRY NO. PROC-SERVICES/CB/LOG(PQ)-4519-A/2020

**PRE-QUALIFICATION OF TRANSPORT FIRMS FOR SHIFTING
OF OGDCL RIGS**

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 Firms for shifting of OGDCL rigs in across the Pakistan.

1.1 Invitation of Applications

Applications are invited from potential firms having requisite capability, experience and expertise for enlistment/pre-qualification as a Transport firm for shifting of OGDCL rigs in across the Pakistan.

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: **"PRE-QUALIFICATION OF TRANSPORT FIRMS FOR SHIFTING OF OGDCL RIGS AGAINST PRE-QUALIFICATION NOTICE NO. PROC-SERVICES/CB/LOG(PQ)-4519-A/2020.** at time & date mentioned in Press tender notice at the following address:-

Manager (SCM) Services

Oil & Gas Development Company Limited
Supply Chain Management Department
OGDCL House (Plot No. 3), 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 at time & date mentioned in Press tender notice on 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-2.1 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 Security Deposit

Each bid must be accompanied by a Security Deposit in the form of a cash deposit receipt (CDR), a Bank Draft issued by scheduled Bank of Pakistan or a branch of foreign bank operating in Pakistan, **except NIB & Summit Bank**, for an amount of **PKR 1,000,000.00 (PKR One Million Only)** preferably.

In case unsuccessful bidder the security deposit will be returned, however DD/PO of prequalified bidders will be retained and the same will be returned to contractor after completion of prequalification period.

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. (Format of Affidavit is at Annexure "A")



(Irshad Muhammad)
Manager (SCM) Services

Mandatory for participation in Bidding Process and must be print on RS 100 Stamp paper

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

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

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

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

DEPONENT

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

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

DEPONENT

(Signature & Seal of Notary)

21/18

MANDATORY REQUIREMENT

For online payment to vendors/contractors through (IBFT & LFT). Following info is required from your company: -

1. IBAN (INTERNATIONAL BANK ACCOUNT NUMBER 24 DIGITS).
2. VENDOR NAME AS PER TITLE OF THEIR BANK ACCOUNT.
3. NTN NO.
4. CONTACT # OF COMPANY CEO/OWNER (MOBILE & LANDLINE).
5. POSTAL ADDRESS.
6. BANK NAME.
7. BANK BRANCH NAME & ADDRESS.

APPLICATION FORM FOR PRE-QUALIFICATION / ENLISTMENT OF TRANSPORT CONTRACTORS/ COMPANIES FOR SHIFTING OF OGDCL RIGS FOR A PERIOD OF TWO YEARS.

S. #	Requirements	Details	Mandatory documents attached (Yes/ No)
1.	Name of firm/ company		
2.	Complete address		
3.	Contact no's. Telephone: Office: Fax no: Email address:		
4.	No. of offices in Pakistan with phone no., fax no., email & complete address	1- 2- 3-	
5.	Confirm your firm/ company is sole proprietorship, partnership and company. The firm must be registered with SECP/Registrar of firms.	Provide attested copy of certificate of incorporation from Registrar of firms /SECP. Original would be produced on demand for verification.	
6.	Confirm date of commencement of business and attach attested copy of registration certificate in case of sole proprietorship or a partnership firm.		
7.	Confirm names, addresses & telephone numbers of proprietors/ partners/ directors of your company/ firm (attached separate sheet).		
8.	Submission of security deposit of Rs. one million in shape of demand draft/ pay order in favor of OGDCL with application.	In case unsuccessful bidder the security deposit will be returned, however DD/PO of pre-qualified bidders will be retained and the same will be returned to the contractor after completion of pre-qualification period.	
9.	Minimum 05 years experience in oil rig shifting and number of rigs shifted must be provided. The firm having less than 5 nos. of oil rig shifting would not be considered.	Provide attested copies of contracts, and type of rigs moved / shifted.	
10.	The winner in the bidding process for the Rig shifting on the basis of lowest quoted rate and after issuance of "LOI" from OGDCL, shall provide required transport in stipulated time, demanded by Operation Manager of concern Rig.	The contractor shall provide transport (Cranes & Trailers) for the rig shifting at a notice of 24 Hrs conveyed to them by phone/letter/fax/e- mail. OGDCL shall have rights to make alternate arrangements in case of delay of more than twelve (12) hours and any costs incurred or losses born for such alternative arrangement shall be deducted from any payments due to the contractor or forfeiture of performance money /security deposit or blacklisting of the firm.	

11.	Is your firm pre-qualified/ registered with E&P companies/ drilling companies/ service companies? If so, state their names/ Addresses and attached attested copies of registration.		
12.	State the amount of business conducted during last calendar year. Financial statement of last year must be attached. The firms having annual turnover less than Rs. 30 million will not be considered.		
13.	OGDCL reserves the right to verify performances and the facts of your firm from references given by you, confirm your willingness.		
14.	Bank reference, attach bank credit worthiness certificate in original.		
15.	Your organization should be registered with income tax and provincial sales tax department. Attach attested copies of assessment of last three years, along with NTN certificate.		
16.	Confirm name of person & designation with telephone no, cell no. & fax no. authorized to sign correspondence/ documents and tenders. a)specimen signature of the authorized person _____		
17.	The equipment (Cranes & Trailers) must be registered / leased in the name of firm / directors of the company at least 75% and rest of may be of partners. However in case of partners they will submit partnership deeds on stamp paper. The company / firm shall submit attested copies of Registration books of the vehicles and original will be shown at the time of evaluation of application as and when required by OGDCL. Detail and quantity of vehicle is given in the Technical evaluation criteria.		
18.	Confirm that a committee of OGDCL will be allowed to visit the contractor site to check the vehicles and verification of other information provided in/ along with the application.		
19.	Submit an affidavit attested with notary public along with the application to the effect that your transporter firm/directors or partners are not blacklisted by any other organization.		
20.	Any other relevant information you desire to provide.		
21.	In case of concealment of any information or any document found to be incorrect or fake, the contract at any stage of the pre-qualification period shall be black-listed and forfeiture of the security deposit as well as performance bond as per rules of OGDCL and PPRA rules.		
22.	All the prospective bidders may read the specimen for agreement carefully and must agree with all the clauses of specimen agreement and the prequalified firms will be bound to sign the contracts as and when stood lowest during call of bids for each and every rig move.		

NOTE: The evaluation of the applicant shall be carried out as per evaluation criteria which is attached at annexure 'A'.

Signature with name, designation & Official seal of the company/ firm

Witness:

1. Name: _____ CNIC#: _____

2. Name: _____ CNIC: _____

Muhammad Masroor
 Muhammad Masroor
 Engineer (Logistics)
 OGDCL 1-9, Islamabad
 Ext: 463

Muhammad Arif
 Muhammad Arif
 I/C Logistics Deptt.
 OGDCL, 1-9 Islamabad

07/18

Minimum requirement of transport for pre-qualification of transport firms.

1. Should have minimum 05 Cranes each load lifting capacity 40 to 50 Tons.
2. Minimum 25 Nos Flatbed trailers single axle each 20 to 25 Tons loading capacity.
3. Minimum 15 Nos Flatbed double axle trailers each 30 to 40 Tons lifting capacity.
4. Minimum 05 Nos Lowbed trailers each 40 to 45 ton load lifting capacity.

The equipment (Cranes and trailers) must be registered / leased at least 75% in the name of firm / Directors of the company and rest of may be of partners. However in case of partners they will submit partnership deed on stamp paper. The company / firm shall submit attested copies of registration books of the vehicles and the original will be shown at the time of evaluation of application as and when required by OGDCL. Detail and quantity of vehicles is given in the technical evaluation criteria.

Muhammad Masroor Ahmad
12/3/2020

Muhammad Masroor Ahmad
Engineer (Logistics)
OGDCL I-9, Islamabad
Ext: 463

08/18

TRANSPORTER EVALUATION CRITERIA FOR PRE-QUALIFICATION

S. No	ELIGIBILITY CRITERIA						TECHNICAL EVALUATION CRITERIA			Qualifying marks 80/100	Remarks	
	Company Name	Company must be registered as transport firm/company. SECP/Certificate of incorporation of Registrar of firms must be provided	NTN and Provincial sales tax Registration No. of company/firm	Affidavit regarding no black listing of company, its director or partner by any other organization	Income Tax return for the last 03 years	Submission of security deposit Rs. One million in shape of D.D/Pay order in favor of OGDCL with application.	Minimum 05 years experience in oil rig shifting and nos. of rigs shifted must be provided. The firm having less than 05 nos. of oil rigs shifting would not be considered. (Duly Verified documentary evidence for Rig shifting will be required)	Minimum turnover in last financial year should be 30 million (Certified financial statement must be submitted)	The equipment (Cranes & Trailers) must be registered / leased in the name of firm / directors of the company 75% at least and rest of may be in the name of partners. However, in case of partners they will submit partnership deeds on stamp paper. The company /firm shall submit attested copies of Registration book of the vehicles and original will be shown at the time of evaluation as and when required by OGDCL.			
							Less than 05 Rigs = Zero Marks 05 Rigs= 20 marks More than 05 Rigs=30 Marks	Less than 30 million = 0 marks Turnover 30 million = 15 marks More than 30 million = 20 marks	Each equipment will carry = 01 mark Maximum marks are given against each category.			
									Crane (Load lifting capacity 40-50 tons)= 05 Nos.	05		
									Flatbed trailers single axel (loading capacity 20-25 ton) = 25 Nos.	25		
									Flatbed double axel (loading capacity 30-40 ton)=15Nos.	15		
									Low bed trailer (loading capacity 40-45 ton) = 5 Nos.	05		
		Y/N	Y/N	Y/N	Y/N	Y/N	Max. marks = 30	Max. marks = 20	Max. marks = 50			
1												
2												
3												
4												

Note: Firms qualifying eligibility criteria will only be evaluated against technical evaluation criteria.

The firms must obtain 60% score in each category whereas 80 out of 100 is the minimum score for qualification overall.

Muhammad Masroor Ahmad
12/03/2020
Muhammad Masroor Ahmad
Engineer (Logistics)
OGDCL 1-9, Islamabad
Ext: 463

Muhammad Arif
12.03.2020
Muhammad Arif
I/C Logistics Deptt.
OGDCL, 1-9 Islamabad

09/18

Rig Transportation Services Contract

This Rig Transportation Services Contract ("Contract") is made on this _____ day of month, year by and between.

Oil & Gas Development Company Limited, having its principal office at Company House, Jinnah Avenue Blue Area, Islamabad ("Company"), and

M/S _____, having its Head Office at Office _____ ("Contractor").

The Company and the Contractor may hereinafter be individually referred to as a "Party" and collectively as the "Parties".

WHEREAS the Company is engaged in the business of exploration and production of oil and gas and deploy drilling rigs during its operations that require to be moved from one location to another upon completion of work;

WHEREAS the Contractor is engaged in the business of providing equipment and support services to E&P companies in Pakistan and hereby expresses its willingness and ability to provide rig transportation services for rigs between the Company's various locations ("Services") on the terms and conditions contained herein;

NOW THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1. SCOPE

The Contractor agrees and firmly undertakes to safely and properly transport Company's Rig _____ from _____ to _____ as well as accompanying material, equipment and accessories of all sizes and dimensions and shall deliver the same in good order and safe and sound condition to the location specified by the Company anywhere in Pakistan.

2. TERM

The term of this Contract shall be effective from the date of its execution unless terminated earlier by either party pursuant to the provisions hereof. The Parties may mutually agree in writing to extend the term of this Contract on the same rates, terms and conditions as contained herein.

Muhammad Masroor Ahmad
27/5/19
Muhammad Masroor Ahmad
Assistant Engineer (Mud)
OGDCL I-9, Logistics
Extn: 463

Said Menmoor
SAID MENMOOR
Sr. CLO (CESD)
Ext. 2878 2019

10/18 11/19

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#** _____ dated _____.
- (c) Company's Tender documents.
- (d) Contractor's Technical & Financial bid dated: _____ and all correspondence/e-mails/ clarifications 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.

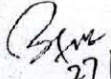
4. CONTRACT RATES


The Contractor shall provide the Services to the Company at the following rates provided in the bid & invoice will be submitted as per actual work done duly verified by OM of concerned Rig & Countersigned by Manager(Drilling Operations). Scope of work can be increased or decreased. OGDCL can also utilize its own resources for the shifting of Rig N-55 and payment will be made as per actual work done:

S. No	Type of Vehicles	Unit Rate/Trailer/ Trip (Inclusive of all applicable taxes and approved PST)
01	Cranes (40-50 ton with boom length upto 60 ft) 12 hours working (Loading/Unloading end)	
02	Cranes Mob/Demob (Loading/Unloading end)	
03	Cranes Stand by charges	
04	Flatbed Trailers (Single Axle)	
05	Flatbed Trailers (Double Axle)	
06	Standby Charges	
07	Lowbed Trailers	
08	Standby Charges	

5. CONTRACTOR OBLIGATIONS

- i. The Contractor shall provide, trailers at a notice of twenty four (24) hours given by Company. The Company shall have rights to make alternate arrangements in case of delay of more than twelve (12) hours and any costs or losses incurred for such alternative arrangement shall be deducted from any payments due to the Contractor.
- ii. The Contractor shall properly lash and pack all the material, equipment and accessories, loaded on to its trailers, as the case may be. Loading and unloading of material at the sites shall be supervised by Company. Proper tarpaulin and manila ropes, etc. shall be provided by the Contractor.
- iii. The Contractor shall provide laborers, drivers, cleaners or any other workers required in connection with performing its obligations under this Contract. Contractor shall hire such personnel exclusively at its own cost and risks. Contractor shall arrange for boarding/lodging of its personnel.


 27/5/19
 Muhammad Masroor Ahmad
 Assistant Engineer (Mud)
 OGDCL I-9, Logistics
 Extn: 463


 11/18
 SAJID ALI
 Sr. CLO (CLSD)

- iv. The Contractor shall not cause delay in the Company's work by diverting elsewhere its equipment or vehicles that dedicated for transporting Company's rigs and shall complete transportation of a rig within the time specified in Company's work order.
- v. In case any vehicle of the Contractor is stuck-up, push and pulls arrangements will be the responsibility of Contractor and shall be made promptly in safe and secure manner by the Contractor. However, on written request by the Contractor, Company may provide this facility on charge basis and subject to availability. The Contractor shall ensure trouble free movement of vehicles.
- vi. The Contractor shall depute experienced and skilled crew and drivers for the transportation vehicles. The vehicles shall have safety belts for drivers and crew. The drivers shall abide by all the standard safety, security rules and regulations in general and those applicable in oil and gas industry in particular.
- vii. The Contractor shall be liable to pay all Government levies, PST, taxes and incidentals such as toll tax, etc. en-route as per TOR of the Tender Enquiry.
- viii. Contractor after pre-qualification shall submit affidavit on attested stamp paper that no OGDCL employee directly or indirectly belong with firm/director of the company and neither with the partner.

6. CONTRACTOR REPRESENTATIONS AND WARRANTIES

- 1. The Contractor warrants and represents that its equipment and vehicles are in good working condition, road worthy and fit for the purpose. Any breakdown of a vehicle or equipment shall be attended by the Contractor in a timely and prompt manner. In case of breakdown or any delay in arranging replacement vehicles or equipment within twenty four (24) hours, alternate arrangements shall be made by Company at the risk and cost of the Contractor.
- 2. The Contractor warrants, represents and firmly undertakes that it shall be responsible for all acts and omissions of its employees, representatives or any one claiming through it.
- 3. Contractor warrants and represents that it has obtained and maintains all permits, approvals, licenses and authorizations required for rendering the Services under applicable law. Contractor shall present such permits, licenses and authorization to the Company for inspection, upon request.

7 PAYMENT TERMS

- i. The rates listed in Clause 4 hereof shall be firm and final for the entire term of the Contract and shall not be subject to any increase for any reason whatsoever including but not limited to any increase in the prices of fuel or labour rates.

Muhammad Masroor Ahmad
27/5/18
Muhammad Masroor Ahmad
Assistant Engineer (Mud)
OGDCL I-9, Logistics
Extn: 463

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13/18
SAJID MEHTAP
Sr. CLO (C.SU)
Ext: 2323

- ii. The Contractor shall submit the invoices for each rig transportation assignment immediately after completion of the assignment. The invoice shall be accompanied by copies of delivery notes, gate passes and other necessary documents that are duly verified, signed and stamped by the Operations Manager of the concerned Rig and shall confirm receipt of rigs in safe and sound condition. The Contractor may submit the verified invoice to Manager (logistics), thereafter, invoice will be submitted to concern Manager (Drilling Operations) for his counter signature. The Payment shall be made within thirty (30) days of receipt of an invoice if it is complete in all respects. Deductions of income tax or any other tax whether present or future from the invoices shall be as per prevailing laws/TOR of the Tender Enquiry. Deduction of 40% amount is applicable incase of violation of TOR. Scope of work can be increased or decreased. OGDCL can also utilize its own resources for the shifting of Rig and payment will be made as per actual work done:
- iii. Mobilization and demobilization charges shall be admissible only for cranes, fork lifters and bulldozers. The traveling rates of a fifty ton low bed trailer shall apply to the mobilization and demobilization of bulldozers. There shall be no mobilization and demobilization charges for trailers, trucks and light vehicles.
- iv. Standby and/or detention charges (if any) shall be paid as per approved rates on proper verification by the Company.

8 SECURITY DEPOSIT


As a guarantee for performance of this Contract by the Contractor and the availability of rig transportation equipment and vehicles during the term of this Contract, the Contractor shall deposit the pay order demand of 10% of total bid value in favour of the Company as security deposit at the time of execution of the Contract. Such security deposit shall be valid for the term of the Contract.

9 DELIVERY NOTE

Contractor shall be liable to transport the rigs in proper condition in accordance with the Delivery Note ("DN") of Company and shall obtain a receipt to that effect duly signed and sealed by the Company's authorized representative. The Company's authorized representative shall make a note in the DN if any item is damaged, deficient or short delivered. On the basis of the note, the Company shall have the right to recover costs from the Contractor, for the lost, damaged, short or deficient items, and shall have the right to withhold or deduct such amount from the security amount or any amount which is due or may become due and payable to Contractor until such a time as the Contractor makes good of such damages, losses and deficiencies of equipment, etc, to the Company. The Company shall also have the right to avail remedy as provided under the law.

10 COMPANY DISCLAIMER

The Company shall not be responsible for any road mishaps, accident, injury or death of the Contractor's employees during the performance of its obligations under this Contract. The Company is not liable to compensate the Contractor for any damage or deficiency to the


 27/5/19
 Muhammad Masroor Ahmad
 Assistant Engineer (Mud)
 OGDCL I-9, Logistics
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Contractor's equipment during the performance of Contractor's obligations under this Contract. Company reserves the right to correct any typing error found in the contract.

11 CONTRACTOR EQUIPMENT AND VEHICLES

- i. The equipment and vehicles employed by the Contractor to provide Services under this Contract shall be as per following specifications:
 - ii) Each Crane shall be of 40-50 Tons capacity with 60ft boom length and equipped with shackles and slings of adequate strengths and length.
 - iii) Each flatbed and low bed trailer should be minimum double Axle and shall have a minimum four load binders with chains and shackles of adequate strength to bind loads to the trailers.
 - iv) Each flatbed trailer shall have forty (40) feet bed length and eight (8) feet width.
 - v) Each low bed trailer should be minimum double Axle and shall have bed thirty (30) feet length and ten (10) feet width.
 - vi) Company may also utilize its own resources such as trailers (flatbed or low bed), cranes for rig mobilization. Company shall have the right to increase or decrease the specified number of cranes, trailers, trucks and machinery according to its operational requirements.
 - vii) Any fuel provided by Company, or any repair work done on Contractor's equipment or vehicles by the Company or using the Company's resources or facilities shall be charged by Company as per actual expenditure.

12 INDEMNIFICATION

- i. Contractor shall at all times during the term of this Contract and thereafter, indemnify and hold harmless the Company, its directors, officers and employees against all losses and claims for injuries or damage to any person or property arising from Contractor's performance of Services or in consequence of this Contract; or any act or omission of any of its employees and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or any litigation, or other legal proceedings filed or instituted by the personnel employed by the Contractor or any of them collectively or individually or by any other party on their behalf.
- ii. Contractor shall indemnify Company against any claim which might occur due to any failure by Contractor to comply with any legal, statutory and contractual obligations regarding the taxes, duties, fees, levies or other charges whether present or future, including taxes or income in Pakistan.
- iii. In the event that the Contractor refuses or fails to indemnify the Company as per provisions of this Clause 10, the Company shall deduct the amount involved either from the Performance Bond or from any sum which may be due to the Contractor.

13 CONTRACTOR DEFAULT

If the Contractor fails to provide the Services within the time period(s) specified in the Contract, Company shall, without prejudice to other remedies under the Contract or law, claim liquidated damages a sum of Ten Thousand Rupees (Rs. 10,000) per trailer per day. If contracted equipment and vehicles are not provided in accordance with the contractual schedule and the Company is compelled to retain alternate services of another contractor, the Contractor shall pay to the Company any costs and expenditures incurred thereupon. Furthermore, if the operations of Company are delayed due to unexcused late delivery by the Contractor, the penalty shall be charged according to the Company's operational loss.

14 TERMINATIOIN

Company shall have the sole and absolute right to terminate this Contract at any time during its term by giving one (01) week's written notice to the Contractor without assigning any reasons.

15 NOTICES

i. A Party shall send a written notice or request under or pursuant to this Contract to the other by registered mail, courier service or facsimile transmission. All notices shall be under this Contract shall be deemed delivered at the date when received by the Party being notified in case of delivery by mail or courier service. Faxed notices shall be deemed delivered on the date recorded on the delivery confirmation receipt.

ii. Notices to Parties shall be addressed as follows:

COMPANY:

Managing Director
Oil & Gas Development Company Limited
OGDCL House, Jinnah Avenue, Blue Area, Islamabad
Telephone
Facsimile

CONTRACTOR:

Title: -----
M/S _____
Telephone _____
Facsimile _____

Any change in the above mentioned addresses shall be conveyed by the concerned Party to the other in writing three (3) days prior to such change.

16 PERMITS, LICENSE AND AUTHORIZATION

The Contractor at his own cost shall seek permission from the concerned Government Departments, Agencies and/or Authorities including but not limited to the Highway Department, Electricity Department (WAPDA), Police, Municipal and Telephone Department, etc. in case of transportation of heavy and over dimension packages / loads of the rig and accessories and Company may extend reasonable assistance.

Signature
Muhammad Masrur Ahmad
Assistant Engineer (Mud)
OGDCL I-9, Logistics
Extn: 463

16/19

15/18

Signature
S.A.H.
Sr.

17 CONFIDENTIALITY

Contractor shall ensure that all of its employees performing services specified in this Contract shall not at any time during the term of this Contract or thereafter disclose to any person any information as to the affairs of the Company or its officers and as to any other matters which may come to their knowledge by reason of the performance of the Services specified in this Contract. If in the sole discretion of the Company there have been any such disclosures, the person concerned shall immediately be removed from the performance of Services and replaced immediately.

18 TAXES

- i. Contractor shall be responsible to pay all taxes on its income under the Contract and under the laws of Pakistan. Any taxes, duties, fees, PST as per TOR levies and other relevant charges, present or future, assessed and payable by the Contractor and/or by the personnel deputed by the Contractor in connection with the Services performed hereunder shall be the exclusive responsibility of the Contractor.
- ii. Taxes shall be deducted by the Company at source. Company shall have the right, as provided under the law, to meet its obligations and in particular to deduct from the payment due to the Contractor income tax, withholding tax or any other tax at source at the rates prevailing from time to time, or such reduced rates as may be fixed by the taxation authorities, Contractor shall supply the Company with documentary evidence of any reduced rates and payment of such amount to the appropriate authorities.
- iii. Contractor shall be liable to pay all government levies and/or duties en- route.

19 FORCE MAJURE

- i. A Party shall be relieved from the duty to perform its obligations under this Contract and any liability for failure to perform such obligations, in whole or in part, under this Contract to the extent such non-performance is caused by the occurrence of a force majeure event. A force majeure is an event that is entirely beyond the control of the Party affected thereby, including but not limited to Acts of God or public enemy, 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 of requisite manpower, rains, labour disputes or non availability of transport shall not constitute force majeure. It is further clarified that during the established period of force majeure, the Contractor shall not be entitled to any payment and the Company shall not impose penalty.
- ii. The Party claiming excuse by way of force majeure shall send written notification to the other Party of the occurrence of force majeure within forty eight (48) hours of the event along with evidence of such occurrence and shall undertake all efforts to mitigate the effects of such force majeure event.

iii. If a force majeure event continues for one month, the Parties shall meet to agree on alternative means of implementing the Contract. If no satisfactory agreement is reached within a period of total two months from commencement of the force majeure event, either Party may terminate the Contract.

20 DISPUTE RESOLUTION

If any, dispute or difference arises between the Parties as to the terms of the Contract or as to the performance or non-performance of the terms thereof or in connection with or arising out of this Contract, the same shall be referred to the sole arbitrator, the Managing Director of the Company who may either personally enter upon such reference or nominate a senior officer of the Company to arbitrate on his behalf. The decision of the Managing Director or his nominee shall be final, conclusive and binding upon both the Parties and shall not be called in question.

SAJID MEHMOOD
Sr. CLO (CLSD)
Ext: 2323

21 ASSIGNMENT

Contractor shall not assign or transfer either whole or part of its rights and obligations under this Contract without the prior written consent of the Company.

22 MODIFICATION

This Contract shall not be amended or modified unless such amendment or modification is reduced to writing and duly signed by both Parties hereto.

23 GOVERNING LAW

This Contract shall be construed and interpreted in accordance with the laws of the Islamic Republic of Pakistan.

24 WAIVER

No consent or waiver, express or implied, by Company of any breach or default by the Contractor in its performance of obligations hereunder shall be deemed or construed to be consent or waiver to or of any other breach or default by Contractor performance of the same or any other obligations hereunder. Failure on the part of Company to complain of any act of Contractor or to declare Contractor in default shall not constitute a waiver by Company of such rights.

25 ENTIRE AGREEMENT

This Contract embodies the entire understanding of the Parties hereto on this subject and there are no commitments, terms, conditions or obligations, oral or written, expressed or implied other than those contained therein.

Muhammad Masroor Ahmad
27/5/19
Muhammad Masroor Ahmad
Assistant Engineer (Mud)
OGDCL I-9, Logistics
Extn: 463

SAJID MEHMOOD
18/19 17/18
SAJID MEHMOOD
Sr. CLO (CLSD)
Ext: 2323
11/6/2019

26 COUNTERPARTS

This Contract may be executed in any number of counterparts by the Parties, and each counterpart shall be deemed an original.

IN WITNESS WHEREOF, the Parties hereto have set their signatures to two originals of this Contract.

On behalf of
Oil & Gas Development
Company Limited

On behalf of
M/s. _____

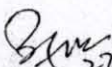
Signed & stamped


Signed & stamped

Witness

Witness

Muhammad Arif
I/C (Logistics)


27/5/19
Muhammad Masroor Ahmad
Assistant Engineer (Mud)
OGDCL I-9, Logistics


19/18
18/18
11/6/18
SAJID MEHMOOD
Sr. CLO (CLU)
Ext: 2323