OIL & GAS DEVELOPMENT COMPANY LIMITED



TENDER ENQUIRY NO. PROC-SERVICES/CB/CORR-2079/2017

HIRING OF IN-LINE INSPECTION/INTELLIGENT PIGGING SERVICES FOR CRITICAL PIPELINE SEGMENTS AT OGDCL LOCATIONS UCH AND QADIPPUR



OIL & GAS DEVELOPMENT COMPANY LIMITED SUPPLY CHAIN MANAGEMENT DEPARTMENT SERVICES SECTION

JINNAH AVENUE, ISLAMABAD – PAKISTAN PHONE :+92-51- 92002 3780 EMAIL: ejaz_rizvi@ogdcl.com POST CODE : 44000

SUBJECT: LETTER FOR INVITATION TO BID FOR HIRING OF IN-LINE INSPECTION/INTELLIGENT PIGGING SERVICES FOR CRITICAL PIPELINE SEGMENTS AT OGDCL LOCATIONS UCH AND QADIPPUR AGAINST TENDER NO. PROC-SERVICES/CB/CORR-2079/2017

1. INTRODUCTION

Oil and Gas Development Company Ltd (OGDCL) is Pakistan's leading E&P sector company, having operations at about 50 locations and fields in all the four provinces. The Company is listed and traded on all three stock exchanges of the country with highest market capitalization. Recently the Company, through GDR process, has also been listed on London Stock Exchange. More details about the Company can be obtained from its website www.ogdcl.com.

2. OBJECTIVE

OGDCL Intends to hire subject Services as per Annexure-A. Interested bidders are required to submit their bids strictly as per Terms of Reference (TOR) / scope of work (Annexure-A) and instructions to bidders given in this tender document.

3. Sealed bids are hereby invited under Competitive Bidding (CB) procedure from eligible bidders from the countries maintaining bilateral trade relations with Pakistan for Services as listed in the Terms of Reference (TOR) "Annexure-A" of the attached Tender Documents. The prices may be quoted as per details mentioned in TOR "Annexure-A".

4. PROSPECTIVE BIDDERS SHOULD PARTICULARLY NOTE THAT:

- 4.1 Bids will be accepted only if the materials / services and supplies being offered are produced and manufactured in the country(s) maintaining bilateral relations with Pakistan. Bidder (s) participating in bidding process for provision of service (s) to OGDCL should invariably be registered with Provincial Revenue Authority at the time of submission of its bid to OGDCL.
- 4.2 Each bid valid for minimum 180 days from the date of opening of the bids must be accompanied by a Bid Bond in the form of a cash deposit receipt (CDR), a Bank Draft/Pay Order in favour of OGDCL or a Bank Guarantee issued by scheduled Bank of Pakistan or a branch of foreign bank operating in Pakistan, except NIB Bank, for an amount mentioned in clause#31 and valid for 210 days from the date of opening of bids. The Bank Guarantee will be issued by a scheduled Bank, except NIB Bank, in accordance with the format as per Annexure-B of the tender Documents.
- 4.3 Bid Bond through telex / fax shall not be acceptable.

- 4.4 On acceptance of the bid by the Purchaser the successful bidder shall be required to furnish Performance Bond / Bank Guarantee for an amount equivalent to 10 % of the Contract value for the required Services in US Dollars or in currency of Bidder or equivalent in Pakistan Currency as per Annexure-C.
- 5. The Purchaser does not take any responsibility for collecting the bids from any Agency. Your authorized representative may attend the Tender opening if desired. The request for extension of closing date and time shall not be entertained and tender received after closing time or date shall be returned to Bidder unopened.
- 6. The Purchaser reserves the right to increase or decrease the quantities / Scope of Work and accept or reject any or all bids or cancel any or all items at anytime without assigning any reasons thereof.
- 7. The Purchaser reserves the right to have the items inspected by its own representatives or through third party, wherever applicable.
- **8.** It must be indicated in the offer that the quotation fully conforms to Technical Specifications and Terms & Conditions of the Tender Enquiry.

9. TIME AND PLACE FOR SUBMISSION FO BIDS.

Bids must be delivered / dropped in the tender box / OGDCL reception 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, Jinnah Avenue, Islamabad (Pakistan) Phone No. 92-51-920023780/ 3652 Email: ejaz_rizvi@ogdcl.com

10. OPENING OF BIDS

Bids will be opened at the time and date mentioned in Press Tender Notice on the place noted above.

11. Any company registered at places e.g. Vigin, Cayman, Nausa, Jersy and Bohaman Islands shall not be entertained and bids if submitted shall be rejected.

12. TWO ENVELOPE BIDDINGS

- 1. Bids against this tender are invited on **Single Stage Two Envelope Bidding Procedure;** therefore, the bidders shall submit original and copy of their Technical and one original Financial bid.
- 2. Tender Annexure to be added in both the bids; UN-Priced with technical Bids & Priced with Commercial Bids.
- 3. Both the bids shall be submitted simultaneously in separate sealed inner and outer envelopes. The envelope containing Technical Bid must be marked clearly "**Technical Bid**" and containing Financial Bid must be marked clearly "**Financial Bid**" along with indication on the envelopes as "ORIGINAL" and "COPY".

- **13.** The Technical Bid will be opened at first and evaluated. The Financial Bid of only those bidders will be opened who are declared technically Responsive.
- 14. The Financial Bid must be complete in all aspects and comparable. Conditional Prices and/or Prices mentioned other than Rate Format/Financial Evaluation Criteria, may not be accepted. In case, the Bidder is not charging any rate and/or the rates are not applicable, Zero (0) must be clearly mentioned, failing which, the bid(s) may be considered as non-responsive.
- 15. The contract / service order will remain valid till completion of job / period specified in Terms of Reference (TOR) at Annexure "A". Any extension in validity of contract / service order will be subject to written mutual consent of both the parties.
- 16. The interested bidders must confirm their willingness to submit bid proposals at least ten (10) working days before the last date for bid submission, giving complete mailing address, email etc.
- 17. No alternation in OGDCL's uploaded tender documents is allowed. Any attempt for alteration/amendment in the tender documents may lead to disqualification of the bidder.
- **18.** The Bank Guarantee, in any form, issued by NIB Bank shall not be accepted.

MANAGER (SCM) SERVICES
OIL & GAS DEVELOPMENT COMPANY LIMITED
PHONE: 0092-51-92002 3780
Email: ejaz_rizvi@ogdcl.com

INSTRUCTIONS TO BIDDER

1. PROSPECTIVE BIDDERS SHOULD PARTICULARLY NOTE THAT:

- 1.1 Bids valid for minimum of 180 days from the date of opening of bids, must be accompanied by Bid Bond (to be attached with **Technical Proposal**) in the form of a Bank Guarantee for an amount of USD/Pak Rupees(mentioned at Clause-31) and valid for 210 days from the date of opening of bids. The Bank Guarantee should be issued by a Pakistani Scheduled Bank or branch of a foreign bank operating in Pakistan, except NIB Bank, in accordance with the Format at **Annexure-"B"**.
- 1.2 Bid Bonds through fax shall not be acceptable.
- 1.3 On acceptance of Bid by the purchaser, the successful Bidder shall, within 15 days of the receipt of Letter of Intent (LOI) furnish an acceptable performance Bond/Bank Guarantee for an amount equivalent to 10% of the total contract value in US\$ or equivalent in Pak Rupees, issued by Pakistani Scheduled Bank or Branch of a Foreign Bank operating in Pakistan, except NIB Bank, in accordance with the Format at Annexure-C.
- 1.4 The Terms and Conditions form an integral part of Tender Enquiry and must be taken into consideration before submitting your quotation.
- 1.5 The Purchaser does not take any responsibility for collecting the Bids from any Agency. Your authorized representative may attend the Tender Opening if desired. The requests for extension of closing date and time shall not be entertained and tender received after closing time or date, shall not be accepted and returned to Bidders unopened.
- 1.6 The purchaser reserves the right to increase or decrease the quantities /scope of work to a reasonable percentage and accept or reject any or all bids or may cancel any or all items at any time without justifying any reasons therefore.

2. THE BIDDING DOCUMENTS COMPRISE OF THE FOLLOWING:-

- a) Instructions to Bidders
- b) Terms of Reference / Scope of Work, (Annexure-A)
- c) Format of Bid Bond (Annexure-**B**).
- d) Format of Performance Bond/ Bank Guarantee (Annexure-C)
- e) Format of Bidding Form(Annexure-**D**)
- f) Format of Integrity and Ethics undertaking (Annexure-**E**)
- g) Affidavit for Not Black Listing (Annexure-**F**)
- h) Date Summary Sheet to be attached with technical bid (Annexure-G)
- i) Date Summary Sheet to be attached with financial bid (Annexure-H)
- j) Draft Contract / Draft Service Order (Annexure-I)

3. TIME AND PLACE FOR SUBMISSION OF BIDS

Sealed Bids as per clause-18 of Instructions to bidders given in this document must be delivered / dropped in the office detailed as per time and date given in Press Tender Notice.

4. OPENING OF BIDS

Bids will be opened at OGDCL House, Islamabad, as per time and date given in Press Tender Notice.

5. PREPARATION OF PROPOSAL

Contractors will prepare their bids in two parts i.e. Technical Proposal (Part-I) and Financial Proposal (Part-II). Technical bid shall consist of one original and one copy whereas financial bid shall consist of original only and both the bids should be sealed in separate envelopes.

TECHNICAL PROPOSAL: should demonstrate firm's capability to provide the required Services and its understanding of the requisite tasks set forth in the Tender Document. Availability of the following information / documents in the technical proposal must be ensured for proper evaluation of the bid.

- (i). Requested information/ sheets, in full with reference to the instructions given in **Terms of Reference/ Scope of Work** at Annexure-"A".
- (ii). Background, organization and experience of bidding firm and of any firm that would be associating with for the purpose of providing the services for this project/contract. A list of past and present major work(s) of similar nature / type i.e carried out, or being carried out, by bidding and associate firm, if any with evidence in shape of work completion certificate or duly signed contract.
- (iii). General approach or methodology proposed for carrying out job including all detailed information, as may be deemed relevant.
- (iv). Unpriced draft agreement.
- (v). Unpriced copy of financial bid.

If the bid is submitted by a joint venture of two or more companies, then the portion(s) of the project work to be carried out by each joint venture partner shall be very clearly identified.

Name, qualification, employment record and detailed professional experience of each expert, to be assigned for providing the proposed services, with particular reference regarding similar assignments undertaken by the bidder should also be provided in the bid. In proposing the personnel for this work, it will be encouraged to associate with domestic contractor(s) who are qualified to provide part of the services required.

Association agreement shall have to be produced by the joint venture partners accepting responsibility for the successful completion of the project separately and jointly.

FINANCIAL PROPOSAL: Financial Proposal should contain:

- (i) This tender document duly signed and stamped by the bidder.
- (ii) Duly filled in "Format For Rates" in accordance with instructions given in **Terms of Reference /Scope of work (TOR)** at (Annexure-"A").

All pages of the bid proposal shall be signed and stamped by duly authorized representatives of the bidder. Proof of authorization shall be furnished in the form of valid written power of attorney, which shall accompany the bid. The person signing the bid shall initial all pages of the bid where entries are made.

BID PRICE:

- a. Bid price shall be inclusive of all taxes (except Provincial Sales Tax/ ICT Tax on services), duties, levies, charges etc.
- b. The prices should be quoted in USD. However payment to all Pakistan based companies will be made through cross cheque in 100% Pak Rupees, at actual, against verified invoices at official exchange rate prevalent on the date of payment.

- c. To Foreign based Companies, the payment will be made in US\$ at actual against verified invoices through Irrevocable Letter of Credit(LC)
- d. The prices charged by the successful bidder (contractor) for required services shall not vary from the prices quoted by the service company.

6. COST OF BIDDING.

The bidder shall bear all costs associated with the preparation and submission of his bid and OGDCL will in no case be responsible or liable for those costs, regardless of the outcome of the bidding process.

7. ADDITIONAL SERVICES

Contract price will 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 OGDCL. Rates and quantum of any additional job, not covered in the scope of work shall be subject to approval of OGDCL.

8. UNSKILLED LABOUR

Unskilled labor for handling tools and equipments will be on account of bidder.

9. LANGUAGE OF BIDDING

The bid must be prepared and submitted in the English language. Supporting documents and printed literature furnished by the bidder with the bid may be in another language as long as they are accompanied by an English translation of the pertinent passages. For the purpose of interpretation of the Bid, the English language shall prevail.

10. BID VALIDITY.

- 10.1. The Bid shall remain valid and open for acceptance for a period of 180 days from the specified date of tender opening.
- 10.2. In exceptional circumstances prior to expiry of the original bid validity period, the bidder may be requested in writing for an extension of the period of validity. A bidder agreeing to such request will not be permitted to modify his bid.

11. ALTERNATIVE BIDS.

- 11.1 In the event that the bidders submit an Alternative bid(s) whether in whole or against any of the items, a group of sub group, in addition to its Main Bid, the bids must be marked as "Main Bid" and "Alternative Bid". Alternative Bids which don't conform to the specifications may be submitted. However, only the Alternative bid of the Bidder whose Main Bid is the lowest evaluated bid will be considered.
- 11.2 A Bidder, who wishes to have its Alternative bid(s) considered on an equal basis with all other (Main) bids, must submit a **Bid Bond** for each Alternative bid. An Alternative bid must be submitted in a sealed envelope clearly marked "Alternative Bid", separate from the Main bid.

12. BID BOND.

- 12.1 The bidder shall furnish with the **Technical bid proposal**, as part of his bid, a bid bond for an amount of US\$ /Pak Rupees (*mentioned at Clause-31*).
- 12.2 The Bid Bond in the form of a cash deposit receipt (CDR), a Bank Draft, CDR or a Bank Guarantee issued by scheduled Bank of Pakistan or a branch of foreign bank operating in Pakistan, except NIB Bank, for an Page 7 of 58 OGDCL Tender Enquiry No. PROC-SERVICES/CB/CORR-2079/2017

amount mentioned in Clause#31 and valid for 210 days from the date of opening of bids. The Bank Guarantee will be issued by a scheduled Bank in accordance with the format as per Annexure-B of the tender Documents.

- 12.3 Any bid not accompanied by the requisite Bid Bond is likely to be declared non-responsive. The bid bond of unsuccessful bidders will be returned. The bid bond of the successful bidder shall be discharged after he has executed the contract.
- 12.4 The bid bond may be forfeited if a bidder withdraws his bid during the period of bid validity or if the Bidder, having been notified of the acceptance of his bid by the Company during the period of bid validity:
 - 12.4.1 Fails, refuses or delays to execute the Contract in accordance with the instruction to Bidders, or
 - 12.4.2 Fails, refuses or delays to furnish Performance Bond in accordance with the instruction to Bidders.

Note:

"As regards to the requirement of Bid Bond, PPRA rule does not distinguish between any private or public entity, therefore, bidders are required to submit bid bond irrespective of their status as private bidder or public sector bidder".

Non submission of bid bond of required value by the bidders shall summarily result in disqualification of their bid.

13. AMENDMENT OF BIDDING DOCUMENTS.

- 13.1 At any time prior to the deadline for submission of Bids, OGDCL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by amendment.
- **13.2** The amendment shall be part of the Bidding Documents, and will be notified to all the prospective bidders by uploading the same on OGDCL website.

14. CLARIFICATION(s) / QUERIES OF TENDER

The bidders are expected to carefully examine all instructions, forms and specifications in the Bidding Documents. Any bidder in doubt as to the exact meaning or interpretation of any part of the Bidding Documents should immediately seek clarification in writing from;

Manager (SCM) Services
Oil and Gas Development Company Ltd,
Jinnah Avenue, Islamabad, Pakistan
Phone #. 0092-51-920023780/ 3652
Email: ejaz rizvi@ogdcl.com

For requests of all clarifications in regard to the information contained in Tender Documents made over the telephone shall not be entertained. All inquiries about the tender made to OGDCL and OGDCL's response will be made known to other bidders without disclosing identity of the bidder who made the enquiry.

15. CONTRADICTIONS, OBSCURITIES AND OMISSIONS

The Bidder should likewise notify the above of any contradictions, obscurities and omissions in the Bidding Documents if clarification of these is necessary for the clear understanding of the documents and for preparation of the bid.

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Such enquiries, clarifications, queries with reference to clause - 14 above must reach the above named not later than two weeks before the bid submission date otherwise the same will not be responded by OGDCL.

16. DEADLINE FOR SUBMISSION OF BIDS.

- 16.1 The original bid, together with the required copies must be delivered to OGDCL at the address specified in clause-18, not later than the time and date specified *in Press Tender Notice*.
- 16.2 OGDCL may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause-13, in which case all rights and obligations of OGDCL and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 16.3 Bids will be opened in presence of the bidder's representative who chooses to attend the bid opening at the time and date mentioned in the Tender Notice or on the extended date with reference to clause 16.2.
- 16.4 The envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "LATE".
- 16.5 If the envelopes are not marked as instructed below, OGDCL will assume no responsibility for the misplacement or premature opening of the bid.
- 16.6 In case due date bids opening falls on holidays, the bid will be opened on next working day.

17. MODIFICATIONS AND WITHDRAWAL OF BIDS.

- 17.1 Bidder may modify or withdraw his bid after submission, provided that written notice of the modification or withdrawal is received by OGDCL prior to the prescribed deadline for submission of bids.
- 17.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as for the bid.
- 17.3 No bid shall be modified subsequent to the deadline for submission of bids and before the expiry of the period of bid validity.
- 17.4 No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity.

18. SEALING, MARKING AND TRANSMISSION OF THE BID

- 18.1 Your detailed "**Technical Proposal**" and "**Financial Proposal**" should be submitted in separate envelopes. The envelopes containing Technical and Financial Proposals shall be properly sealed, stamped and marked as follows:
 - (a) Bid against TENDER ENQUIRY NO. ((As per Press Advertisement)). Do not open before ((As per Press Advertisement)) Hours (PST) of Bid opening date ((As per Press Advertisement)).

TECHNICAL PROPOSAL

(As per Press Tender Notice)

Manager (SCM) Services

OGDCL House, Jinnah Avenue, Islamabad. Ph: # 051-920023780/ 3652, email: ejaz rizvi@ogdcl.com

(b) Bid against TENDER ENQUIRY NO. (As per Press Tender Notice)

Do not open before (As per Press Tender Notice) Hours (PST) of Bid opening date: (As per Press Tender Notice)

FINANCIAL PROPOSAL

(As per Press Advertisement)
Manager (SCM) Services

OGDCL House, Jinnah Avenue, Islamabad. Ph: # 051-920023780 / 3652, email: ejaz_rizvi@ogdcl.com

- 18.2 If the envelope is not marked as instructed above, OGDCL will assume no responsibility for the misplacement or premature opening of the bid.
- 18.3 In addition you should advise by fax to OGDCL of the dispatch of your proposal.

19. LATE BIDS

Any Bid received after deadline for submission of Bids prescribed by OGDCL pursuant to Clause- 16 above will be rejected and returned unopened to the bidder.

20. BID OPENING

The Bid shall be opened publicly in the Procurement Department of OGDCL by the Tender Opening Committee in the presence of Bidder's representatives who choose to attend the bid opening at the time and date specified in Press Tender Notice or on the extended date with reference to clause- 16.2 above.

21. EVALUATION OF PROPOSALS.

Technical proposal of the bid shall be reviewed first to determine / check its technical responsiveness and conformity with the requirement of bid. The technical evaluation shall be carried out on the basis of information /data spelled out at Annexure "A"/ITB provided with this document. Technically responsive and financially lowest evaluated bidder in line with the bid evaluation criteria given in the scope of work /TOR will be considered for award of job.

22. CRITERIA FOR SUMMARY REJECTION.

Bidder should ensure to submit their bids meeting following summary criteria failing which their bids are likely to be considered non responsive for detailed evaluation.

- 22.1 The Bid must be prepared in the English Language.
- 22.2 The Bid must be unconditionally valid for 180 days from the date of Bid Opening.
- 22.3 The Technical bid must be accompanied with the duly signed and stamped "Bidding Form" given at Annexure "D" of the tender documents without any exception/ deviation.
- 22.4 Bids should not be submitted in the form of Telex or Telegram.
- 22.5 Bid must reach before as mentioned in the Tender Notice or as per clause-16.
- 22.6 Technical Bid must be accompanied by a bid bond as specified in Clause 12.
- 22.7 Direct fax bid shall not be acceptable. However, fax bid in sealed envelope confirming all other formalities as stated above will be acceptable provided original bid is received by OGDCL within 07 days of the Bid Opening Date failing which such bid will be considered non-responsive.
- 22.8 The bid proposal should essentially include C.Vs of the professionals expected to be deployed for the job (if required).
- 22.9 The Purchaser will evaluate and compare only the substantially responsive bids.
- 22.10 Bids determined to be substantially responsive will next be checked for any material error in computation.
- 22.11 Technical bid must be accompanied by Affidavit (Annexure-F) for Not Black Listing. The procedure of Black Listing is available at OGDCL website at following link:

http://ogdcl.com/uploads/tender/BlackListingProcedure.pdf

23. CLARIFICATION OF BIDS.

To assist in the examination, evaluation and comparison of Bids OGDCL may at its discretion, ask the Bidder for clarification of his Bid. All responses to request for clarification shall be in writing, and no change in the price or substance of the Bid shall be sought, offered or permitted.

24. ELIGIBILITY AND QUALIFICATION REQUIREMENTS

- 24.1 To be eligible for award of contract, bidders shall have to provide satisfactory evidence to OGDCL of their eligibility, capability and adequacy to carry out the contract effectively up to the end. All bids submitted shall include updates of the information on technical capability and firm's history that includes experience, list of similar projects carried out as per requirement of the Scope of work / TOR.
- 24.2 Proof of requirements mentioned at Sub-clause-24.1 must be submitted by the bidder along with the bid.
- 24.3 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements:
 - 24.3.1 The bids, and in case of a successful bid, a Form of Agreement shall be signed so as to be legal binding on all partners.
 - 24.3.2 One of the partners shall be nominated, as being in charge and it's authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
 - 24.3.3 The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract including payment shall be done exclusively with the partner in charge.
 - 24.3.4 All partners of the joint venture shall be jointly and severally responsible for the execution and completion of the contract in accordance with the contract terms and conditions. A relevant statement to this shall be included in the authorization mentioned under clause-24.3.2 as well as in form of bid and the form of Agreement (in case of successful bid). A copy of the agreement entered into the joint venture partners shall be submitted with the

25. COMPANY'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

OGDCL reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the effected bidder or bidders or any obligation to justify the affected bidder or bidders of the grounds for OGDCL's action.

26. GENERAL TERMS AND CONDITIONS.

- 26.1 After opening the bids, OGDCL will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- 26.2 OGDCL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required experience certificates/ evidence, sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 26.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figure, the amount in words shall prevail.

- A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviation. A material deviation is one which being inconsistent with the Bidding Documents, affects in any substantial way the scope, instruction to Bidders, quality or prescribed completion schedule or which limits in any substantial way, OGDCL's right or the bidders' obligation under the Contract.
- 26.5 A bid determined to be non-responsive will be rejected by OGDCL and shall not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 26.6 OGDCL may waive any minor deviation non-conformity or irregularity in a bid, which does not constitute a material deviation, provided that the waiver does not prejudice or affect the relative standing order of any Bidder.
- 26.7 To assist in determining a bid's responsiveness the Bidder may be asked for clarification of his bid. The Bidder is not permitted, however, to change bid price or substance of his bid.
- 26.8 The evaluation of the bids will take into account, in addition to the bid price, the following factors:
 - a) Reliability and efficiency of the offered Service.
 - b) Financial standing of the supplier.
- 26.9 The award of the Contract/Service Order shall be made to the Bidder whose bid has been determined to be the lowest evaluated bid, after considering all factors and who meets the requisites of Schedule of Requirement (Scope of Work/Bid Format).
- 26.10 The purchaser shall notify by fax/letter, the successful bidder of its intent to enter into a contract. The contract shall be executed only after all necessary management/Governmental approvals have been obtained.
- 26.11 The bidders may lodge a written compliant for redressal of their grievances and disputes to Committee for Redressal of Grievances & Settlement Dispute within fifteen (15) days of the placement of the Technical Evaluation Report on the web.

27. PERFORMANCE BOND / BANK GUARANTEE

- 27.1 Within fifteen (15) days of receipt of the notification of contract award, the successful bidder shall furnish to OGDCL, the Bank Guarantee / Performance Bond for an amount equivalent to 10% of contract value as per specimen at "Annexure-"C".
- 27.2 The bank guarantee / performance bond shall remain valid and in full force and effect during validity of the contract.
- 27.3 The validity of Bank Guarantee / Performance Bond shall be extended by the contractor if the completion of contract is delayed, whether in whole or in part.
- 27.4 The cost incurred for establishing the Bank Guarantee / Performance Bond or any extension thereof shall be to the account of the contractor.
- 27.5 The Bank Guarantee / Performance Bond will be discharged after completion of the contract.
- 27.6 The Bank Guarantee must be as per format attached at Annexure-"C" and must be either from a Pakistan scheduled bank or from a branch of foreign bank operating in Pakistan, except NIB Bank, acceptable to OGDCL.
- 27.7 The proceeds of the Performance Bond shall be payable to the company (OGDCL) as compensation for any loss resulting from the contractor's failure to complete its performance obligations under the contract.

28. EMPLOYMENT OF PAKISTANI NATIONALS:

- 28.1 The Contractor will be required to employ Pakistani Qualified & experienced nationals in its operation if available. In order to employ the expatriate professionals if needed, the contractor will ensure that all out efforts have been exhausted to employ Pakistani qualified nationals. Unskilled workers if needed for the operation will be hired from the area where the operation is being performed.
- 28.2 In case of non availability of qualified / experienced Pakistani nationals for the contractual services, the contractor will reasonably make efforts to train Pakistani nationals in such a manner to replace gradually the expatriate professionals.

29. SIGNING OF CONTRACT

Within 15 days after notification to the successful bidder regarding acceptance of his bid, the contract incorporating all agreements between the parties will be signed.

30. SOURCE OF FUNDS.

The Project will be financed out of funds of the Company (OGDCL).

31. AMOUNT OF BID BOND

Amount of bid bond referred to in Clause-12 of Instruction to Bidders, and Annexure-"B" of this tender enquiry shall be

• USD 20,000/- US Dollars Twenty Thousand Only

32. <u>DEADLINE/ TIME AND PLACE FOR SUBMISSION OF BIDS (REFER CLAUSE-34 OF INSTRUCTIONS TO BIDDERS):</u>

Sealed bids in duplicate as per Clause-18 of Instructions to bidders of this tender enquiry must be delivered / dropped in the office detailed therein until (As per Press Tender Notice) Pakistan Standard Times ("PST") on (As per Press Tender Notice).

33. OPENING OF BIDS (REFER CLAUSE-34 OF INSTRUCTIONS TO BIDDERS). Pids will be enough at (As nor Press Advertisement) ("DST") on (As nor Press Advertisement)

Bids will be opened at (As per Press Advertisement) ("PST") on (As per Press Tender Notice) at OGDCL House, Islamabad, Pakistan.

34. SEALING, MARKING AND TRANSMISSION OF THE BID (REFER CLAUSE -18 OF INSTRUCTIONS TO BIDDERS).

34.1. Your detailed "Technical Proposal" and "Financial Proposal" should be submitted in one original and one copy of each in separate envelopes. The envelopes containing Technical and Financial Proposals shall be properly sealed, stamped and marked as follows:-

(a) Bid against TENDER ENQUIRY NO. (As per Press Tender Notice)

Do not open before (As per Press Tender Notice) (PST) of Bid opening date: (As per Press Tender Notice)

TECHNICAL PROPOSAL

(As per Press Tender Notice)

Manager (SCM) Services

OGDCL House, Jinnah Avenue, Islamabad.

Ph: 051-92002 3780, / 3652, email: ejaz_rizvi@ogdcl.com

(b) Bid against TENDER ENQUIRY (As per Press Tender Notice)

Do not open before (As per Press Tender Notice) (PST) of Bid opening date:

(As per Press Tender Notice).

FINANCIAL PROPOSAL (As per Press Tender Notice) Manager (SCM) Services OGDCL House, Jinnah Avenue, Islamabad. Ph: 051-92002 3780, / 3652, email: ejaz_rizvi@ogdcl.com

- 34.2 If the envelope is not marked as instructed above, OGDCL will assume no responsibility for the misplacement or premature opening of the bid.
- 34.3 In addition you should advise by fax to OGDCL of the dispatch of your proposal.
 - 35. Material Deficiencies which will lead to disqualification
 - (i) Failing to get minimum qualifying marks in the technical evaluation
 - (ii) Reflect or demand of deviation from TOR of this Tender Enquiry will lead to disqualification.

Terms of Reference (TOR)

1. INTRODUCTION.

- i. Oil & Gas Development Company Limited (to be referred as OGDCL or The Company in proceeding paras) is the largest & state-owned oil & gas exploration and production company of Pakistan and operates numerous oil & gas production fields (100% owned and joint venture projects) and processing plants. In order to ensure Mechanical Integrity of operating assets & safe operations of critical pipeline segments, OGDCL intends to hire a third party contractor (who are reputed firms / service contractors, willing to work in Pakistan, have proven experiences and track record in the relevant field of expertise) to carry out In-Line Inspections through Intelligent Pigging at following pipeline segments of the company;
 - 26" dia, approx. 47 Kms long sale gas line of Uch Gas Field located in DeraBugti Agency Balochistan Province of Pakistan.
 - 26" dia, approx. 4.6 Kms long gas transport line (Eastern mian header) of QadirPur Field located in Distt. Ghotki Sindh Pakistan.
 - 30" dia, approx. 6.9 Kms long gas transport line (Northern mian header) of QadirPur Field located in Distt. Ghotki Sindh Pakistan.
- ii. Above-mentioned pipeline segments have pig launching and pig receiving facilities. The Contactor must have to develop a protocol for undertaking "Inline inspection through Intelligent Pigging" along with other NDT methods particularly for Internal Corrosion Direct Assessment (ICDA), to carry out direct & Full Fitness For Service analysis with optimized inspection, maintenance and repair (IMR) strategies as per pipeline integrity guidance documents (i.e. API 1160, ASME B31.8S etc) and other relevant international codes / standards. To develop defect assessment criteria through ANSI/ASME B31.G or RSTRENG, DNV, codes etc.
- iii. The protocol shall quantitatively define the procedures, criteria, and methodology to carry out the Mechanical Integrity Assessment of above-mentioned buried pipe lines through intelligent pigging inspection and selection of NDT tools to be used along with the intelligent pigging and repair if needed according to API-1160, NACE RP0102-2002 code and PRCI Pipeline Repair Manual, PR-218-9307 (AGA L51716).

2. <u>OBJECTIVE OF THE SERVICES.</u>

The objective of the services contract is to carry out the following in the buried pipeline segments.

i. To determine the metal loss due to both internal and external corrosion.

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- ii. To determine the narrow axial cracks in the pipe lines.
- iii. To determine the cracks and cracks-like defects, for example stress corrosion cracking, fatigue crack, longitudinal seam weld imperfection(s), incomplete fusion and Toe crack, Hydrogen Induced Corrosion Cracking (HICC) or any other type of stress corrosion cracking etc.
- iv. To check the coating integrity of the afore-mentioned pipeline segments with reference to external corrosion.
- v. To determine gouges, previous repair work like steel sleeves, mechanical damages like mill related anomalies, dents, wrinkles bends, buckles etc.
- vi. It is to be mentioned here that all above lines have been inspected through ILI job during 2010and upstream of baily bridge around 1.5 Km portion of 30" Northern Main Header Qadir Pur Gas filed has been replaced in 2012 and last 16 Km portion of Uch sale Gas line was replaced in 2010. On basis of previous inspection results and current findings, contractor has to determine Fitness for Service, time-lapse corrosion rate, Operable Health and life Assessment of the pipeline segment at existing operating conditions or otherwise.

3. OPERATIONAL SPECS / PARAMETERS OF PIPELINE SEGMENTS.

i. The basic information of the above-mentioned pipeline segments selected for Inline Inspection through intelligent pigging is given in following table;

Description	Specs (Size, length, WT, coating, material, type		Gas Flow rate	Water flow rate	Oil Flow rate	Design & Operating Pressure
Northern Main Header Qadir Pur Gas Field	Size: 30" dia Sch 20, Length: 6900 Mtrs, WT: 12.7 mm (0.5"), 14.5 mm exposed portion of baily bridge Martial: 5LX65, Type: Spiral welded Coating: 1.5 Km (Before Baily Bridge 3LPE & after Baily Bridge coal tar coating	1995	Approx 240 MMSCF / D	2120 Bbls / D	550 Bbls / D	1100 PSI & 400 PSI

Eastern Main Header Qadir Pur Gas Field	Size: 26" dia Sch 20, Length: 4600 Mtrs, WT: 11.9 mm (0.47"), Matrial: 5LX65, Type: Spiral welded Coating: Coal Tar	1995	Approx 100 MMSCF / D	3870Bbls / D	50 Bbls / D	1100 PSI & 400 PSI
Uch Sale Gas Line	Size: 26" dia Sch: 20, Length: 47000 Mtrs, WT: 9.5 mm (0.47"), Martial: 5LX65, Type: Seamless Coating: FBE Last 16 Kms 3- LPE	1997- 98	Approx 400 MMSCF / D	NIL Bbls / D	NIL Bbls / D	1000 PSI &750 PSI

- ii. In this regard it must be noted that OGDCL intends to carry out In-Line Inspection on above-listed pipeline segment, but inspection of any or all line(s) can be with-drawn by OGDCL any time due to any reason (i.e. operational, technical, administrative, policy decision etc) without assigning excuses to bidder / contractor and OGDCL shall not pay any job cancellation charges.
- iii. Given above is the approximate / estimated pipelines lengths in order to carry out financial bid evaluation and to prepare comparative statement sheet. The payment shall be made as per actual length on basis of unit rates given in the financial bid after GPS Coordinates surveyed for pipeline profile and actual length recorded after running of ILI tools.

3. CONTRACTOR'S TECHNICAL RESPONSIBILITIES.

- i. As mentioned above that these pipeline segments have been inspected through ILI in year 2010, therefore apart from below listed other responsibilities, it will be first and far most responsibility of the service contractor to program the tools to achieve similar anomalies location along with time-lapse corrosion rate / pitting depth increased Since 2010.
- ii. The Contractor shall provide logical methodology along with detailedplanned activities on MS project for in-line inspection through successive application of the Internal Corrosion Direct Assessment (ICDA), strategy of cleaning of pipelines, water accumulation assessment, velocity and noise control limit of pigging toolsincluding smart pigs etc assessment.
- iii. Mandatory visit to the site for following before carrying out actual job for:
 - Collection & analysis of historic and current operating data.
 - To determine the locations along the length of pipelines.

- Inspection / Assessment of Pig launching and receiving facilities.
- Production facilities to collect water & slug.
- Available gas volume and pressure for running of pigging tools etc.
- Running of Low/ Medium density foam PIG followed by Dummy tool to confirm feasibility of further ILI operations.
- iv. As a result of assessment during above visit, the contractor shall need to prioritize potentially susceptible segments of pipelines along with a detailed inspection and assessment of those locations that are most likely susceptible to internal / external corrosion especially at accumulated water, inaccessible areas.
- v. The contractor shall also be responsible for the following:
 - a. To prepare high resolution axial and transverse MFL inspection tools including XYZ mapping with Speed control arrangement-if required.
 - b. After tool preparation according to prevailing pipeline operating conditions, Contractor will arrange a Pull Test at its R&D/Test facilities to be witnessed by 03 Company Engineers on contractor costto ensure proper calibration of the tools.
 - c. Gauging and internal cleaning of each pipe line segment. Minimum of three cleaning runs are required as per job protocol (1st Pig with gauging plate, 2nd pig with brush, 3rd pig with magnet) before running intelligent tools. The number of cleaning runs may increase (if required so till satisfactory cleaning of line and feasible for AXD & CDP tools) depending upon internal condition of pipeline segment.
 - d. To Run ILI tools in a manner to acquire satisfactory data for post processing and analysis.
 - e. To prepare and submit Preliminary inspection report after completion of job at field location. (at least three copies in hard / print form & 2- soft copies).
 - f. Provide a list of anomalies to The Company to select anomalies to be verified with NDT methods after digging of bell holes along pipeline.
 - g. Assist / witness dig- Verification (to be carried out by company) of selected anomalies.
 - h. After acceptance of Dig-Verification results of reported anomalies, Company will provide previous ILI results/record of the same pipeline to the contractor for comparison with current anomalies to conduct defect/corrosion growth rate assessment.
 - i. To carry out / conduct detailed investigations for Direct and Full Fit For Purpose(FFPs) Assessment (bidder have to submit complete details / requirements / protocol for such investigations / inspection etc in technical bid) and findings / results / recommendations/FFP will be included in final project report.
 - j. The full FFP / FFS will be carried out after submission of final inspection report, reviewed /discussed with company professionals .The full FFP report will be submitted by the contractor accordingly.

- k. To prepare and submit final Project report detailing all project activities, Inspection results and FFP analysis report. (At least three copies in hard / print form & 2- soft copies in hard disks & CD)
- vi. The Contractor shall submit criteria for the selection of smart pig tools for metal loss, Crack Detection and Geometry XYZ mapping, Profile of pipe line through GPS coordinates for each pipeline segment.
- vii. The Contractor shall submit <u>MFL tools capability</u> to determine the location and o'clock position of the metal loss anomaly (ies), and detect if corrosion anomalies are internal or external to the pipe wall including external coating damage.
- viii. Furthermore, contractor shall submit it's capability and past experience for Corrosion/ Defect growth rate analysis by Point to point comparison with previous ILI results (Previous ILI may be conducted by the same company or any other company)
- ix. Contractor should also confirm to provide <u>quantitative and qualitative data</u> of each corrosion anomaly including its length and maximum pit depth, which allows for calculations as per ASME B31G / RSTERNG/ Modified RSTRENG to determine the pipe's strength / fitness for remaining life, or as per available best industrial practices and standard or to provide calculation sheet based on Pipeline Operator Forum (POF) basis.
- x. Contractor should provide capability of MFL pigs for detecting corrosion depth in the pipe wall thickness and actual indication reporting along with corrosion anomaly configuration.
- xi. Crack detection tools (*Transverse Magnetic Flux Leakage*) technology magnetizes the pipe wall around its circumference to detect cracks, such as longitudinal seams cracks and longitudinal seam corrosion. This tool is similar to the standard MFL tool mentioned above; however, the induced magnetic field is in a transverse orperpendicular direction. This tool also has limitations cracks must have sufficient width, or gap, to be detected, and the severity of the crack is not determined therefore, limitation of crack severity capability of these tools should be provided by contractor.
- xii. Forsafe operation at field, ATEX Certification for electronic equipment / items to be used in Intelligent Pigs should be provided by the contractor.
- xiii. The Contractor shall provide an Organogram of the project, clearly mentioning following;

a. Project Manager / Alternate to P.M

The key person responsible for entire project in terms of technical, operational, logistic, financial, administrative issues etc) along with his position in the bidder's organization, qualification, experience, all contact numbers, email address etc.

b. Job execution team professionals

Atleast 3-4 professionals, who will be responsible for pre-job site visit for gathering required data, will carry out / will involve in actual job execution at site with detailed CVs showing the name(s), their position in organization, qualification, experience.

c. Engineering Head

Must be chartered engineer and responsible for selection / designing of appropriate tools for specific jobs requirements, data interpretation, result monitoring, supervise Direct and Full FFP activities, suggest recommendations for repair / replacement etc. His position in organization, qualification, relevant experience etc needs to be provided in technical bid.

d. Engineering Head of FFP / FFS.

Must be chartered engineer and responsible for Full FPP recommendation along with Risk Based Inspection Program.

- xiv. The Contractor shall arrange to locate damaged area of headers along with the responsibility of recommendations for repair as per standard engineering practices.
- xv. The contractor shall be required to arrange visit of the qualified personnel of his technical team at Company's office(s) to discuss / clarify & settle the issues raised by the Company on the reports submitted.
- xvi. The Contractor shall observe health, safety and environment policy of the Company.
- xvii. In addition to above requirements;
 - a. The contractor shall use Digital Global Positioning System (DGPS) to facilitate and document ILI survey and will provide for all anomalies in a traceable form.
 - b. The contractor shall specify the pig tracking system.
 - c. Contingency plan encompassing all possibilities like failure to run (either due to tool or line condition), re-run possibilities, operational actions that could be used to dislodge the tool, removal of the tool by means of cut out etc.
 - d. The contactor should have appropriate applicable algorithms and software(s) to analyze the data.
 - e. Hiring of 3rd party independent Verification Company for verifying corrosion anomaly / pitting depth etc shall be responsibility of the company.
 - f. The calculation of duration and velocity of pigging tools both in cleaning & smart tool is in the scope of the contractor.
 - g. Re-run if required for whatever reasons is in the scope of the contractor.
 - h. The magnet marker and Above Ground Marker (AGM) locations and

- installation along the pipe lines are the contractor responsibility including digging, refilling, etc.
- i. Tracing of pipe lines through GPS coordinates through third party is the contractor's responsibility.
- j. Tracing of the anomalies through GPS coordinates is the contractor's responsibility.
- k. Dig verification including excavation and refilling of soil, removal of coating and recoating of exposed pipeline segments, in which direct examination is required is the contractor's responsibility.
- 1. All pulling and pushing tools required for ILI tools including hydraulic tools, belts, etc shall be responsibility of the contractor.

4. IN LINE INSPECTION JOB PROTOCOL / METHODOLOGY.

- i. The bidder will be responsible to provide in technical bid and shall carry out detailed protocol and logical methodology of entire activities / job including break of activities for In-Line Inspection in MS project.
- ii. As a mandatory requirement it will be necessary that at least one well versed / adequately experienced and well aware with oil / gas field operations / safety hazards professional / engineer of local partner / representative firm must accompany the foreign contractor's professionals / inspectors during all the following mentioned ILI activities to act as coordinator between field management and contractor.
- i. The protocol methodology shall minimum consist of following:

4.1 <u>FEASIBLITY / PRE ASSESSMENT.</u>

- i. This stage may include mapping the physical location of the pipeline(s), its appurtenances, test facilities, valves, pump stations, take-offs, test stations, bonds, rectifiers, pig traps etc.
- ii. The Contractor during the preparation of the pre-assessment data collection shall identify the Company which data elements are "Required" and which elements are "Desired- essentially required".
- iii. The Contractor through meeting with the Company's Engineers shall identify how each data element would be classified.
- iv. The Contractor shall analyze the data collected in the pre-assessment step to identify tools to be used for the each pipeline segment and give clear recommendations.
- v. The Contractor shall develop the procedure for running pig with gauge plate to ensure that the intelligent pig can be smoothly & safely run in the pipe line without affecting the operation of the pipe lines. If needed foam/poly pigs could be used.
- vi. Any hindrance observed during dummy run, intelligent tools should be selected / modified accordingly with flexible tools by the contractor .This is sole Page 21 of 58 OGDCL Tender Enquiry No. PROC-SERVICES/CB/CORR-2079/2017

responsibility of contractor to ensure the safe running of intelligent pigging tools by confirmation through dummy tools.

4.2 **RUNNING CLEANING PIGS.**

- i. After confirmation of clearance for running pigs through foam/poly/gauge plate pig, the contractor will run minimum two more cleaning pigs with following attachments for proper cleaning of pipeline(s).
 - a. Cleaning pig with hard brushes attached.
 - b. Cleaning pig with magnet(s) attached to collect debris inside the pipelines.
- ii. In case it is found / doubted that pipeline are still not properly clear / clean for running Intelligent pigs (AFD / CDP Tools), it will be contractor's responsibility to run cleaning pigs till the line is properly cleaned for ILI with no additional cost / charges.
- i. Since all cleaning pigs shall be run in in-service condition of pipelines under pressures, it will be contractor's responsibility to control velocity of pigs according to the company's requirement.
- ii. The contractor shall have capability and facility to modify / alter the cleaning pigs in a way to achieve required results without disturbing operating parameters / curtailment of oil / gas production.
- iii. After satisfactory completing the above activities, contractor will hand over one set of each cleaning pigs for each field separately (with gauge plate, brush attachment, and cleaning pig cups) to company for future use.

4.3. <u>IN-LINE INSPECTION (RUNNING OF INTELLIGENT PIGS).</u>

- i. After successful and satisfactory completion of cleaning activity, this stage / process includes use of the following tools,
 - a. Axial Flaw Detection (AFD) tool.
 - b. Corrosion Flaw Detection (CFD) tool.(With GYRO in whatever tools attached for satisfactory results).
 - ii. Any other survey, inspection or investigation, which the contactor deem necessary for ensuring "Pipeline Integrity Assessment" to accomplish the scope of work and meet contractual obligations.
 - iii. As necessary requirement, the contractor must have strong pig detection technology available at field so that in case any of the above mentioned pig is struck (though already mentioned in earlier Paras that all the three lines are pig able and regular cleaning pig jobs are being carried out), the contractor shall locate the struck pig and shall try its best to retrieve pig without any damage to the line and hindrance to operational activities/Production.

4.4. DIRECT AND FULL FITNESS FOR PURPOSE / SERVICE (FFP) / FFS.

- i. The contractor shall carry out all possible measure to assess the fitness of the all pipeline segments and remaining life, safe operability with existing flowing parameters or otherwise in light of direct inspection results / findings obtained directly by AFD and CDP tool runs.
- ii. The primary objective of FFP is to provide the technical basis for determining the safe remaining life and integrity management plan for the pipeline sections, including any immediate repairs, future repairs over a 5 year interval and rehabilitation requirements and an appropriate re-inspection interval for the pipeline.
- iii. The contractor will follow complete protocol as per NACE / API, FOF code / recommended practice requirements such as history of pipeline segment, evaluating exiting operating parameters and all other investigations , inspection that are mandatory requirements for Direct and Full FFPs.
- iv. The primary intended benefits are:
 - a. To identify and prioritise any features detected by the in-line inspection which are an immediate threat to the integrity of the pipeline.
 - b. To identify the corrosion mechanisms which have caused damage to the pipeline, in order to implement corrective actions to either prevent further deterioration of the pipeline.
 - c. To develop a 5-year repair plan for forecasting of future Maintenance and Repair Budgets.
 - d. To optimize future re-inspection intervals.
- v. It is envisaged that the FFP assessment will involve the following key steps,
 - a. Review of the findings of the intelligent pig inspection.
 - b. Based on the operational conditions and the inspection findings, to conduct a corrosion risk assessment to identify the potential causes of corrosion those are a threat to the integrity of the pipelines.
 - c. To assess the significance of the corrosion features reported in the pipelines in relation to the current maximum allowable operating pressure (MAOP).
 - d. To assess the significance of any other features (e.g. weld defect or features, gouging, mill features, ID anomalies, etc.) reported in the pipelines.
 - e. To provide a statement on the likely current condition of the pipeline and identify and prioritise those features which require immediate repair / remedial action to ensure the integrity of the pipelines.
 - f. To provide an interim preliminary report providing the results of the immediate integrity assessment and associated repair listings.
 - g. Based on available pipeline information and previous in-line inspection data if available, to estimate appropriate corrosion growth rates and determine the future repair & rehabilitation needs to ensure the future

- integrity of the pipelines.
- h. To provide the technical basis for defining the future safe and costeffective operation and a long-term 5 year rehabilitation and repair plan for the pipelines; identifying the timing of future pipeline repairs, recoating, upgrades to pipeline coating and CP systems, above –ground coating and CP surveys, etc.
- i. To recommend appropriate repair methods for any repairs identified.
- j. To identify an appropriate re-inspection interval.
- k. To document the findings in a written report.

4.5 SCOPE AND METHODOLOGY OF FFP / FFS.

To comply with the scope of work detailed, the following 2 Tasks are required:

- a. **Task # 1:** Review of Inspection Findings and Corrosion Risk Assessment.
- b. **Task # 2:** Future Integrity Assessment and Integrity Management Strategy.

4.5.1 TASK 1: Review of Inspection Findings & Corrosion Risk Assessment

The aim of this task is to assess the findings of the inspection and any other available pipeline data to determine the most likely mechanisms and root causes of corrosion in the pipeline.

Procedure and methodology for Task-1 is envisaged to include:

- a. Collection of input data for the assessment, relating to the basic design, operation, inspection & maintenance and repair information for the pipelines.
- b. A summary of the distribution of defects and identification of concentrations of corrosion or 'hot spots' along the pipeline.
- c. The characterisation and diagnosis of the likely nature and characteristics of the reported corrosion, by considering the shape (e.g. pitting, grooving), location within the line (internal, external, top-of-line, bottom of line, girth weld etc), and other information provided on the line's route and terrain.
- d. Conducting a corrosion risk assessment to review the threat posed by internal and external corrosion to the pipelines. The primary tasks involved in the Corrosion Risk Assessment are suggested to include:
- e. Review of available details of the contents over the operational life of the pipeline and identification of associated internal corrosion threats.
- f. Review of corrosion management activities conducted over the operational life of the pipelines.
- g. Review of the intelligent pig inspection data and identification of the location, extent and frequency of the internal corrosion. This may include a comparison and correlation to:
 - > Distance along the pipelines

- Mechanism of water drop out
- Low points in the pipelines
- Gradients on the pipelines
- O'clock position on the pipelines
- h. By taking account of the proposed future operation of the pipelines, perform a review of the product information (H_2S & CO_2 level, temperature, water content, etc.) to confirm the corrosively of the product transported.
- i. Estimation of corrosion growth rates for the proposed operating conditions using industry standard methods and predictive models (e.g. NORSOK, de Waard and Milliams, Cassandra, etc).
- j. A review of the proposed corrosion management activities (e.g. routine cleaning, inhibition treatments, etc.) and proposal of strategies for more effective control.
- k. A review of available above ground survey data to summarise the location and extent of any reported pipeline damage or leak locations.
- 1. A review of available CP protection survey data.
- m. A review of any verification data for the pipelines.
- n. Correlation of available survey data with in-line inspection results where possible.
- o. A summary of the risk posed by external corrosion and provision of an estimate of external corrosion growth rates.
- p. To detail the findings of the Task in a written report

4.5.2. Task # 2: Future Integrity Assessment and Integrity Management Strategy.

The primary objective of the FFP assessment is intended to be the provision of the technical basis for determining an integrity management plan for the pipelines, including any immediate repairs, future repairs and rehabilitation requirements over a 5 year period and appropriate re-inspection intervals.

The Fitness-for-Purpose (FFP) assessment should:

- i. Assess the significance of the corrosion features reported in the pipeline.
- ii. Assess the significance of any other features reported in the pipeline.
- iii. Identify and prioritise any corrosion and other features which require immediate repair.
- iv. Based on estimated corrosion growth rates, provide a 5 year repair and maintenance plan to ensure future safe and cost-effective operation.
- v. Provide a plan for in-field investigation to confirm the estimated corrosion growth behaviour and the current condition of the pipeline.
- vi. Provide recommendations for future corrosion prevention and control measures.
- vii. Provide recommendations for the optimum re-inspection interval.

vii. Minimum Requirement for above.

The procedure and methodology is envisaged to include:

i. A review of existing assessment methods as the basis for assessing the

different types of corrosion (and any other features) identified in Task 1. The methods considered shall include, as a minimum, ANSI/ASME B31.G, simplified and detailed RSTRENG. The most appropriate assessment methods in relation to the types of corrosion (and other features identified) and to the pipeline current and future operating conditions will be recommended and agreed with OGDCL.

- ii. An assessment of ALL features reported by the intelligent pig inspection and the provision of detailed listings of any features which are not tolerable at the maximum allowable operating pressure (MAOP) agreed with OGDCL. Appropriate safety factors should be included in the assessment.
- iii. An assessment of the significance of any other features (i.e. weld defect or features, gouging, mill features, ID anomalies, etc.) in relation to the current operating conditions and identification of those features which are not tolerable at the agreed MAOP (incorporating a suitable factor of safety), i.e. those features that affect the immediate integrity of the pipelines.
- iv. Identification and prioritisation of corrosion and other features which require immediate repair and to provide a preliminary report summarising the assessment methodology and results.
- v. Taking account of the findings of Task 1, estimate future corrosion growth behaviour of the reported corrosion and its influence on the future integrity of the pipelines. Combined with other available pipeline survey data, e.g. excavation data obtain from validation or repair sites (location, detailed metal loss measurements, coating condition, CP performance, etc.) corrosion growth rates will be estimated based on the available inspection data.
- vi. Provision of timescales for future repairs (pipeline repairs and/or coating) covering a minimum period of 5 years, in addition to an appropriate reinspection interval.
- vii. Definition of an overall integrity management strategy which may include (but be not necessarily be limited to) corrosion mitigation & control strategies, de-rating, repairs and/or re-inspection, pipeline replacement, as appropriate.
- viii. For each identified repair, to advice on the most appropriate repair method(s), i.e. re-coating, fibre reinforced polymer (FRP), sleeve repair, cut-out, etc.
- ix. To detail the findings of the Task in a written report.

4.6 TECHNICAL PRESENTATIONS AND PARTICIPATION

For clear understanding of ILI technology, methodology, assessment processes etc the successful bidder / contractor shall be required to provide following;

- i. During In-Line Inspection survey data analysis / result interpretation and before final report submission, OGDCL shall nominate at least 5 engineers for minimum 7 working days, entirely at OGDCL cost to participate in the inspection survey data analysis / result interpretation process and FFS / FFP study / assessment process at contractor's head office located in the country of origin. No such cost to be included in the quoted prices as mentioned in the financial bid format. The nominated engineers shall discuss the methodology, computer software, results / findings, recommendations etc with contractor's professionals to get insite / depth view of the process and technology. However, the contractor shall have to arrange/provide Invitation Letters etc. for Visa Processing/facilitation immediately after award of Contract, for all participating engineers. The contractor's main engineer / project manager / engineering manager etc shall present to company's engineers for data analysis methods, basis of interpretation, results obtained and recommendations. The contractor's concerned professionals shall be required to provide all details of the ILI job, analysis methodology & computer software to be used, basics of FFS / FFP etc.
- ii. After submitting initial draft report, contractor has to provide at least one full day comprehensive / detailed presentation by Project Manager / Engineering Head or nominated senior professional to OGDCL management at OGDCL Head Office (or designated place what-ever the case may be at the time) regarding following but not limited to;
 - Over-all project activities,
 - Need of inspection,
 - Tool selection criteria,
 - Inspection findings,
 - Data interpretation and result monitoring method,
 - Direct & Full FFP methodologies.
 - Total numbers of anomalies and their severity / impact, locations etc.
 - Recommendations (repair / replacement, remaining operable life etc.)
- iii. After submitting final report, and presentation to the management, the contractor shall also be required to arrange a 2-Days orientation session for a group of 7-8 company engineers regarding understanding of analysing the results, interpret the data, report contents, computer software used for report writing / analysis etc at Islamabad. The boarding/lodging of designated company engineers / professionals shall be borne by the company whereas the same for the contractor's engineers shall be borne by the contractor. The venue shall be provided/arranged by the contactor.

4.7 REMEDIATION (REPAIR OR REPLACEMENT) STAGE.

After completing all the job including field survey activities, data analysis and result interpretation, submitting final report etc the contractor will be required to;

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- i. Identify categorically the most severe anomalies (total number, location and corrosion, pitting depth etc) and clearly recommend for requirement of immediate repair / replacement of a segment of pipeline keeping in view ERF factor as per relevant code and standard and current operating parameters etc.
- ii. Identify categorically the moderate, medium, low anomalies (total number, location and corrosion, pitting depth etc) and clearly recommend for requirement of immediate Successive repair / replacement of a segment of pipeline. Keeping in view ERF factor as per relevant code and standard with Risk Based Inspection Planning in light of FFP.
- iii. Probable cause(s) of corrosion / pitting growth.
- iv. Recommend next ILI inspection interval.
- v. Dig verification, repair / replacement of the pipeline at severe detective anomalies shall be company's responsibility whereas the surface marking / identification shall be contractor's responsibility.

5. CONTRACTOR'S GENERAL RESPONSIBILITIES.

- i. Contractor will be responsible to carry out over-all job activities at all two pipeline segments timely, effectively and safely.
- ii. Contractor shall have to follow field operating procedures, work permits, mobilization plans etc of the respective fields.
- iii. Contractor will have to follow HSEQ protocol of OGDCL implemented at fields.
- iv. Contractor will strictly follow security instructions of respective fields.
- v. All movements shall be put into prior notice of Field Manager or his nominee / designated representative / I/c security.
- vi. Contractor will preferably not carry out any activity without presence of OGDCL representative(s) at site.
- vii. Contractor will be responsible to have all required inspection, monitoring, testing equipment, tools etc necessary for such jobs and arrange shifting / mobilization of the tools to field site.
- viii. Minimum 3 professionals will be deputed for each inspection at each field.
- ix. Contractor would not put any condition for the payment, only financial bid format of OGDCL will be followed, if found other than this format in the offer bid, bidder will be disqualified in technical evaluation.
- x. Contractor could not claim any cancellation/Termination charges if contact is cancelled at any stage by OGDCL and company shall not be bound to justify any reason thereof.

6. <u>ELIGIBLITY AND TECHNICAL RESPONSIVENESS CRITERIA.</u>

To be technically responsive and eligible for further processing like financial bid opening / evaluation and award of contract, the bidder shall have to provide minimum but not limited to following. Lack of any information listed down or improper evidence will lead the bidder to non-conformity, hence, non-responsiveness of the bid;

- iv. Satisfactory evidence of Technical, Operational and Financial eligibility, capability and adequacy to carry out the contractual services timely and effectively.
- ii. Technical bid should include updates on firm's history, experience, list of similar projects successfully carried out during last 7-10 years. As mandatory requirement contractor must have successfully carried out and completed min 15000 kms of Axial and 15000 Km of Transverse Field MFL Tools runs on 20" and above diameter pipelines (evidence to be provided).
- iii. Detailed list of similar jobs, location / country, name of company for which job was done, pipeline data, year of job, company's details and contact information etc with evidence in shape of service order / contract copy, work completion certificate Etc.The Company should have no litigation problem with any operating company.
- iv. List of current projects in hand / being carried out in Region and overall world.
- v. The Bidder shall have the relevant certified and trained professionals having adequate / appropriate qualifications and experiences to undertake the inspection activities. Details of professionals to be involved in this project along with their CVs to be provided along with technical bid.
- vi. The bidder must have an active research and development center for continued betterment of operational, analysis tools and techniques to meet specific requirements like non piggable lines inspection and active clean tools, etc. Bidder to provide all details of the center.
- vii. Bidder should be thoroughly aware of the international codes, standards and recommended practices requirements (*including NACE*, *API*, *ASME*, *POF etc*) and shall carry out job, prepare reports and finally furnish recommendations in light of those codes / standards.
- viii. Bidder should be well versed and have full concept of FPP with proof of completion of FPP study and provide documentary proof.

7. <u>DOCUMENTS TO BE FURNISHED BY BIDDERS</u>

i. The bidders shall prepare their bids in two parts i.e. Technical Proposal (Part-1) and Financial Proposal (Part-2).

v. The Technical proposals shall be evaluated first in light of technical requirements; evidences, capability etc and the financial proposals will be opened of the only bidder(s) who shall stand technically responsive in the Technical Proposals.

8. <u>TECHNICAL PROPOSALS.</u>

- i. The technical proposal should demonstrate the bidder's corporate profile, organogram, C.V's of key personnel, Certification in their respective field of specialization, along with their position, who shall be deputed on this project to work at site in Pakistan, in the Company's offices in Pakistan and the Bidder's corporate office. The Bidder shall also nominate a 'Contact Person' in Pakistan who shall be responsible for overall work performance.
- ii. Name, background, qualification, employment records and detailed professional experience of each expert to be assigned for providing the proposed services with particular reference to In –line inspection through intelligent pigging or similar assignments undertaken by the Contractor shall also be given.
- iii. In case of a Joint Venture, a valid and duly signed JV agreement showing clearly the part of job to be done by each JV partner. The Partner's corporate profile, organogram, C.V. of key personnel, Certification in their respective field of specialization, along with their position who shall be deputed on this project to work at site in Pakistan, in the Company's offices in Pakistan and the Bidder's Corporate office. Further requirement for submitting bid by the JV Partner are given in the Tender documents.
- iv. In case main bidder is being represented by local company then authority letter in the name of that company / firm showing scope / part of job to be done by local partner.
- v. Evidence of previous works of similar nature, magnitude and complexity of the work executed in the last 07 years including client reference, address / contact. The Bidder shall furnish the Completion Certificate or Authentication along with success rate from the Client to whom Bidder has provided the similar services.
- vi. Details and documentary evidence of similar work currently being executed by the bidder.
- vii. A list of equipments and instruments along with their make, model, manufacturer, date of manufacturing and date of last calibration, which the bidder will or may utilize for the work. Latest developments in AFD / CDP tools.
- viii. A comprehensive procedure or methodology, which will be adapted to carry out "In —line inspection through intelligent pigging" project. Incomplete / vague procedure shall lead to rejection of the bid.
- ix. Work program including an organizational chart, a network diagram of principal activities indicating those on the critical path; and schedule indicating clearly the

estimated duration (separate in the home office and in the field).

ix. Comments, if any, regarding the proposed scope of work to improve performance in carrying out the "In –line inspection through intelligent pigging".

9. APPLICABLE CODES, STANDARDS & RECOMMENDED PRACTICE.

The following standards formulated / issued by NACE International, USA and ASME USA shall be the guiding documents for execution of the scope of work for the contract.

i. **NACE RP0102-2002**

Standard recommend practice in pipe line inspection.

ii. **API -1160**

Managing System Integrity for Hazardous Liquid Pipelines.

iii. **ASME B31.8 S-2201**

Managing system integrity of gas pipelines.

v. <u>Pipeline Operating Forum (POF)</u> relevant code / recommended practice.

10.DRAWINGS AND DOCUMENTS

The Company shall provide to the Contractor one set of the following drawings/documents.

- i. Schematic pipeline diagram
- ii. Locations of mainline valve assemblies pig traps and off-take points
- iii. Locations of road and canal crossing
- iv. Location of CP stations.
- v. Any other drawings/document or information required by the Contractor.

11. REPORTS

- i. After the job is completed at each field location / pipeline segment, the contractor shall have to prepare and submit a 1st draft of the detailed / final report to the company for review and comments for individual field / pipeline segment. After review and comments of the company are finalized, the contractor will prepare and submit final report.
- ii. Minimum three hard copies (color printed copies) and one soft copy loaded on laptops of the report shall be required for each line segment.
- iii. The report shall comprise minimum but not limited to the following;
 - a. The survey results and data collected in tabulated / presentable form separately for each field, each technique.
 - b. The survey result data interpretation and basis of it.

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- c. Findings / locations of defect/ faults / damages both qualitatively and quantitatively.
- d. Recommendations for fault / damage repairs.
- e. Number / location and results of repair jobs at each field / line segment.
- f. Over-all risk assessment inspection performance, efficiency / deficiency, equipment fault, under-sizing / over-sizing of system.
- g. Results of intelligent pigging in the soft copy.
- h. Recommendations for mechanical integrity efficiency improvement, rehabilitation, up-gradation etc along with proposed BOQ.
- i. Recommendations for pipeline segment change where repair / rectification are not possible with basis of calculation for remaining life.
- j. On basis of findings recommendations for next survey(s) / inspections specially specified survey(s) / inspections.
- iv. The survey results / data must be analyzed / interpreted by engineer / professional having minimum MSc / PhD degree and 10+ years relevant experience preferably chartered engineer. He will also be responsible for final report and recommendations as stated above.

12. Miscellaneous terms, conditions and requirements.

i. Boarding / Lodging.

Boarding and lodging shall be provided to the contractor's professionals by the company at respective field location where the job is to be carried out.

ii. Food

Food will be provided to contractors visiting professionals from the concerned messes of the field with no extra charges to contractor.

iii. Transportation / logistic support.

- a. OGDCL will provide pick-drop facilities to the contractor's visiting professionals for the job from and to the nearest airport. Also in-field transport facility including crane, fork lifter, low-bed truck etc will be on company account during the job.
- b. OGDCL will provide transportation for in-field shifting of various pigs (cleaning pigs, intelligent pigs, launching equipmentetc.).
- c. Transportation of all material for ILI job including pigs, cups, various equipments from Karachi sea port to the field location and back shall be sole responsibility of the contractor.
- d. OGDCL will provide workshop facility as per contractor's requirement.
- e. OGDCL will also provide designated space to keep the material / equipment at the field.

iv. Security.

- a. OGDCL will provide security cover to the contractor's professionals working on the project site as per protocol / requirement by security department in vogue at the time.
- b. The foreign expatriates will also be provided security during travelling from airport to the field location and return.
- c. It will be mandatory requirement for the contractor to obtain "SECURITY CLEARANCE" from concerned federal and provincial government authorities for their designated / nominated foreign experts to work in the field. In this regard minimum following is required;
 - Duly filled security Performa (13 copies for each person) to be submitted atleast 8-10 weeks before arrival / mobilization of the experts.
 - ➤ 13 copies of passport bearing valid visa from designated Pakistani embassy.
 - ➤ 13 copies of photographs.
 - > 13 copies of brief CV of each of the professionals showing all personal details, working experience etc.
 - The case shall be submitted through concerned section of OGDCL for further processing.
- d. In case security clearance of any person is denied, it will be contractor's responsibility to provide equally qualified and experience professional(s) to carry out the job without any delay.

v. Taxes and duties.

a. Prices should be inclusive of all the applicable taxes, Levies, Duties etc. as per government of Pakistan regulation excluding provincial sales tax on services. Provincial sales tax on services if applicable will be paid/reimbursed by OGDCL.

13. Schedule, terms and conditions of payment.

- i. Payment shall be made as per "actual work done" against each activity/segment of the "job completed" as given in the financial bid format after the said activity is satisfactorily completed.
- ii. The invoice shall be payable after verification of carried out and completed segment of service(s)in shape of "Job Ticket" or "Work Completion Certificate" by respective Field Manager or In charge (Production Operations) or his / their replacement or nominee(s) of that particular field and endorsed by Manager (Corrosion) or his replacement or nominee.

14. Duration of Contact.

The estimated contract period shall be ONE (01) YEAR after the date of L/C Establishment. During this period, the contactor shall be expected to carry out the activities as per schedule given below. In case the job is not carried out timely due to any operational reason, the time period of contract may be extended accordingly with mutual agreement without any financial change / impact.

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SR#	Period	Activities to be carried out			
1-	Month-1	Kick-Off Meeting , to sort out modalities for execution, initial data collection etc.			
2-	Month-2	Actual field visit for inspection of available facilities, analysis of historic & Current operating data, meetings with Field/Operational in charges etc.			
3-	Month –(3-4)	To transport set of cleaning pigs, practically run foam pig, Gauge Pig, Brush Pig and Magnet pig.			
4-	Month –(5-6)	Preparation, to conduct pull test at its R & D / Test Facility, ship to port and transport to field location, to run ILI Tools. Prepare & Submit Preliminary inspection report after completion of job at field location.			
5-	Month-(7-10) ILI-Inspection data interpretation, data analysis, compile finding, carry out full FFP/FFS Assessment etc, participation of company engineer's for orientation of methodology, computer software, results/recommendations etc.				
6-	Month-(11)	(11) Submission of ILI initial draft report& Presentation by contactor's Project Manager to Company's Management.			
7-	7- Month-(12) Submission of final report, training to a group of corengineers for analysis of results, interpret data, under report contents, computer software used for report writing/analysis etc at Islamabad.				

The above schedule is based on our own estimations, however the bidder is required to submit project activity chart showing time period for all above-mentioned activities.

14. <u>Technical & Financial Evaluation of bid</u>

14.1 Technical Evaluation.

Technical proposal of the bid shall be reviewed first to determine / check its technical responsiveness and conformity with the requirement of bid. In all 100 marks have been assigned for technical conformity of the bid out of which the qualifying marks are 70% (with 60% marks to be obtained in each segment). The technical evaluation shall be carried out according to the technical evaluation sheet provided with this document. The financial proposal of any of the bidder shall not be considered, who will obtain less than 70% over-all technical marks.

The bidder technically qualifying for this project shall be considered qualified for financial bid opening.

14.2. <u>Financial Evaluation.</u>

The Financial Proposal of only the technically responsive / qualified bidder(s) as mentioned in clause 16 above shall be considered and evaluated. The financial evaluation shall be carried out as per provided financial format.

14.3. Award of the contract.

The contract shall be awarded to the technically responsive & financially lowest bidder.

14.4 Evaluation criteria

Evaluation will be carried out on complete package basis. Bidder must confirm its acceptance /execution of the complete scope of work.

TECHNICAL EVALUATION & RESPONSIVENESS SHEET

It must be noted that technical bid shall be evaluated on basis of the requirement given in the scope of work. The bidder is advised to submit his bid strictly in accordance with requirement and provide necessary evidences as proof where ever advised / required.

S #	Item Description	Marks	Bidder To Provide	
1.	Over-all Experience of The Company For In-Line Inspection of various pipelines using techniques as given in SOW.	25		
1.1	15+ years over-all relevant services and R&D experience with min 15000 kms of ILI jobs with MFL tools carried out and successfully completed on ≥26" dia pipelines during last 2 years.	25	Documentary evidence of the "only relevant jobs" as per SOW for this	
1.2	10-15 years over-all relevant services and R&D experience with min 10000 kms of ILI jobs with MFL tools carried out and successfully completed on ≥26" dia pipelines during last 2 years.	20	project along with all contact details of companies including job completion certificate from operator company in which diameter and	
1.3	7-10 years over-all relevant services and R&D experience with min 7000 kms of ILI jobs with MFL tools carried out and successfully completed on ≥26" dia pipelines during last 2 years.	15	length of pipeline inspected, tools runs, data interpretation ,FPP etc should be clearly mentioned.	
1.4	Less than 05 years over-all relevant services and R&D experience with min 3000 kms of ILI jobs with MFL tools carried out and successfully completed on ≥26" dia pipelines during last 2 years.	10 (Not Accepted)		
2.	Similar type of inspection job(s) carried out and successfully completed in neighboring region, (Min 3-5 job references)	10	Documentary Evidence of the completed job(s) in the form of completion certificate from the operator company to be provided.	
3.	Engineering Head / Data Analyzer	20		
3.1	Relevant Experience of more than 15 years with relevant Engineering degree i.e. Mechanical ,Material science ,etc.	20	Provide documentary	
3.2	Relevant Experience of 10-15 years	15	proof of jobs done along	
3.3	Relevant Experience of 5-10 years	12	with all contact details.	
3.4	Relevant Experience of less than 5 years	05(Not Accepted)		

4.	Field inspection engineers / professionals	15	
4.1	Relevant Experience of 10+ years or have successfully carried out / completed ILI at 15 Projects / Pipelines (Min two professionals)	10	
4.2	Relevant Experience of 7-10 years or have successfully carried out / completed In-Line Inspection at 7-10 Projects / Pipelines (Min two professionals)	07	
4.3	Relevant Experience 5-7 years or have successfully carried out / completed In-Line Inspection at 5-7 Projects / Pipelines (Min two professionals)	05	
4.4	Relevant Experience of less than 5 years or have successfully carried out / completed In-Line Inspection at less than 5 Projects / Pipelines (Min two professionals)	NIL (Not Accepted)	
4.5	Relevant <u>certification</u> preferably ASNT-ILI PQ Certification and NACE / I-Corr / proper training by the company.	05	
5.	Appropriate user-friendly software to be used for survey data analysis and results interpretation.	05	Bidder to provide name(s) of software and it's features but it must be user friendly.
6.	Continued Research and Development activities for improvement in equipment capability, ease in operation, meeting client's particular requirements etc especially active cleaning tool / technology especially for gas pipelines.	10	Provide documentary proof of jobs done with new and innovative technology like clean pipeline tools, inspection for non piggable pipelines, etc. solution along with all contact details.
9.	The contractor shall provide evidence of successful completion of the development, implementation of an Integrity Management plan. The contractor shall be able to demonstrate their technical capability in performing Corrosion Risk Assessments (CRA) and Fitness-for-Purpose assessments, with at least a 10 year track record.	10	Provide documentary proof of jobs done for FFP, CRA, etc Assessment along with all contact details, available NDT certified professionals and list of NDT tools
10.	ATEX Certification for electronic equipment / items to be used in Intelligent Piggs for safe operation at field during job.	05	Bidder to provide required certification for its tools in the bid.
	Over-all Marks	100	Min. qualifying marks 70%. And qualifying marks in each segment should be 60%

FINANCIAL BID FORMAT.

1. 26" Dia, Approx. 47000 Meters long UCH Sale Gas Line.

S#	Item / Activity Description	Unit cost US\$	Estimated Unit	Estimated Total Cost
1.1	Pre-ILI Job feasibility site survey including mob-demob of experts.		np Sum e Time)	
1.2	Preparation & running of cleanin	g tools as pe	r following	
1.2.1	Preparation & Running of foam pig (Optional if required)	Per Mtr	47000 Mtrs	
1.2.2	Preparation & Running of Gauge Plate Pig (1 st compulsory Run)	Per Mtr	47000 Mtrs	
1.2.3	Preparation & Running of Brush Pig (1 st compulsory Run)	Per Mtr	47000 Mtrs	Demois a sella set
1.2.4	Preparation & Running of Magnet Pig (1 st compulsory Run)	Per Mtr	47000 Mtrs	Running atleast one set of all three cleaning tools is must.
1.2.5	Preparation & Running of Gauge Plate Pig (2 nd Optional run if required)	Per Mtr	47000 Mtrs	In case line is not clear with 1 set of cleaning pigs,
1.2.6	Preparation & Running of Brush Pig (2 nd Optional run if required)	Per Mtr	47000 Mtrs	then $2^{n\bar{d}}$ & may be 3^{rd} set will be
1.2.7	Preparation & Running of Magnet Pig (2 nd Optional run if required)	Per Mtr	47000 Mtrs	- run. Payment will be made for all additional sets on
1.3	Preparation & running of high resolution MFL Transverse Field Tool for Axial Flaw Detection.	Per Mtr	47000 Mtrs	- basis of unit cost.
1.4	Preparation & running of high resolution MFL Axial Field Tool for Circumferential Flaws and Corrosion Detection.	Per Mtr	47000 Mtrs	_
1.5	Cost of In-Line Inspection Data interpretation, data / result analysis, Direct and	Lump Sum		
1.5.1	Full FFP / FFS Assessment	Lump Sum		
1.6	Misc cost including transportation, local coordination, services, support, surface marking for dig verification etc.	Lump Sum		
Total S Line se	lob cost for Above-Mentioned egment	US \$		

Note: 050GDCL professionals will participate in the inspection survey data analysis / result interpretation process and FFS / FFP study / assessment process at contractor's head office located in the country of origin entirely on OGDCL cost. No such cost to be included in the prices at S# 1.1 to 1.6 above. However, the successful bidder shall issue invitation letter etc. for visa facilitation immediately after award of Contract.

2. 26" Dia, Approx. 4600 Meters long Qadir Pur Eastern Main Header.

S#	Item / Activity Description	Unit cost US\$	Estimated Unit	Estimated Total Cost
2.1	Pre-ILI Job feasibility site survey including mob-demob of experts.	Lump Sum		
2.2	Preparation & running of cleanir	ig tools	4600 Mtrs	
2.2.1	Preparation & Running of foam pig (Optional if required)	Per Mtr	4600 Mtrs	
2.2.2	Preparation & Running of foam pig (Optional if required)	Per Mtr	4600 Mtrs	
2.2.3	Preparation & Running of Gauge Plate Pig (1 st compulsory Run)	Per Mtr	4600 Mtrs	
2.2.4	Preparation & Running of Brush Pig (1 st compulsory Run)	Per Mtr	4600 Mtrs	Running atleast
2.2.5	Preparation & Running of Magnet Pig (1st compulsory Run)	Per Mtr	4600 Mtrs	one set of all three cleaning
2.2.6	Preparation & Running of Gauge Plate Pig (2 nd Optional run if required)	Per Mtr	4600 Mtrs	tools is must. In case line is not clear with 1
2.2.7	Preparation & Running of Brush Pig (2 nd Optional run if required)	Per Mtr	4600 Mtrs	set of cleaning pigs, then 2 nd & may be 3 rd set
2.3	Preparation & running of high resolution MFL Transverse Field Tool for Axial Flaw Detection.	Per Mtr	4600 Mtrs	will be run. Payment will be made for all additional sets
2.4	Preparation & running of high resolution MFL Axial Field Tool for Circumferential Flaws and Corrosion Detection.	Per Mtr	4600 Mtrs	on basis of unit
2.5	Cost of In-Line Inspection Data interpretation, result analysis, Direct and Full FFP / FFS Assessment etc	Lump Sum	4600 Mtrs	
2.6	Misc cost including transportation, local coordination, services, support, surface marking for dig verification etc.	Lump Sum	1	
Total . segme	<i>Job cost for Above-Mentioned Line nt</i>	US \$		

<u>Note:</u> 050GDCL professionals will participate in the inspection survey data analysis / result interpretation process and FFS / FFP study / assessment process at contractor's head office located in the country of origin entirely on OGDCL cost. No such cost to be included in the prices at S# 2.1 to 2.6 above. However, the successful bidder shall issue invitation letter etc. for visa facilitation immediately after award of Contract.

3. 30" dia approx. 6900 Meters long Qadir Pur Northern Main Header

S#	Item / Activity Description	Unit cost US\$	Estimated Unit	Estimated Total Cost
3.1	Pre-ILI Job feasibility site survey including mob-demob of experts.	To be includ same	led in Sr# 2.1 ab	ove as the field is
3.2	Preparation & running of cleaning	g tools		
3.2.1	Preparation & Running of foam pig (Optional if required)	Per Mtr	6900 Mtrs	
3.2.2	Preparation & Running of foam pig (Optional if required)	Per Mtr	6900 Mtrs	
3.2.3	Preparation & Running of Gauge Plate Pig (1 st compulsory Run)	Per Mtr	6900 Mtrs	
3.2.4	Preparation & Running of Brush Pig (1 st compulsory Run)	Per Mtr	6900 Mtrs	
3.2.5	Preparation & Running of Magnet Pig (1 st compulsory Run)	Per Mtr	6900 Mtrs	Running atleast one set of all three cleaning
3.2.6	Preparation & Running of Gauge Plate Pig (2 nd Optional run if required)	Per Mtr	6900 Mtrs	tools is must. In case line is not clear with 1
3.2.7	Preparation & Running of Brush Pig (2 nd Optional run if required)	Per Mtr	6900 Mtrs	set of cleaning pigs, then 2 nd & may be 3 rd set
3.3	Preparation & running of high resolution MFL Transverse Field Tool for Axial Flaw Detection.	Per Mtr	6900 Mtrs	will be run. Payment will be made for all additional sets
3.4	Preparation & running of high resolution MFL Axial Field Tool for Circumferential Flaws and Corrosion Detection.	Per Mtr	6900 Mtrs	on basis of unit cost.
3.5	Cost of In-Line Inspection Data interpretation, result analysis, Direct and Full FFP / FFS Assessment et.	Lump Sum	1	_
3.6	Misc cost including transportation, local coordination, services, support, surface marking for dig verification etc.	Lump Sum		
Total . segme	<i>Job cost for Above-Mentioned Line nt</i>	US \$		
	Total for all the lines	US\$		

Note: 050GDCL professionals will participate in the inspection survey data analysis / result interpretation process and FFS / FFP study / assessment process at contractor's head office located in the country of origin entirely on OGDCL cost. No such cost to be included in the prices at S# 3.1 to 3.6 above. However, the successful bidder shall issue invitation letter etc. for visa facilitation immediately after award of Contract.

Guarantee No.....

BID BOND

OGDCL House, Jinnah Avenue,	Date of issue
Blue Area, Islamabad.	Date of expiry Amount
Dear Sir,	
In consideration of M/s	
herein after called "THE BIDDER" havin	g submitted the accompanying Bid with
reference to OGDCL tender enquir	ry No. PROC-SERVICES/CB/CORR-
2079/2017 and in consideration of val	ue received from (the Bidder above), we
hereby agree to undertake as follows:-	

- 1. To make unconditional, immediate and forthwith payment of the sum of <u>USD 20,000/- US Dollars Twenty Thousand Only</u> upon your FIRST and SIMPLE written demand without further recourse, question, query, deferment, contestation or reference to the bidder, account party or any other person in the event of the withdrawal of the aforesaid bid by the BIDDER before the end of the period specified in the Bid after the opening of the same for the validity thereof or if no such period be specified, within 210 days after the said opening or if the Bidder, having been notified of the acceptance of his bid by the Company during the period of bid validity:
 - i. Withdraw their bid during bid validity.

OR

Oil & Gas Development Company Limited,

ii. Fails to provide performance bond/or advance bank guarantees.

OR

iii. Submit forged document in support of their bid.

OR

iv. Fails to execute contract as per terms of contract.

OR

- v. Fails to supply the short/wrong shipped items
- 2. To accept written demand from you as conclusive, sufficient and final evidence of the existence of a default of non-compliance, breach or default as aforesaid on the part of the BIDDER and to make payment immediately and forthwith upon receipt of your FIRST and SIMPLE written demand.
- 3. No grant of time or other indulgence to, or composition or arrangement with the BIDDER in respect of the aforesaid Bid with or without notice to us shall affect this Guarantee and our liabilities and commitments hereunder.
- 4. This is an independent and direct obligations guarantee and shall be binding on us and our successor in-interest and shall be irrevocable.
- 5. The Guarantor Bank warrants and represents that it is fully authorized, empowered and competent to issue this guarantee.

Yours faithfully, (B A N K E R S)

Note: Bid Bond/Performance Guarantee/Security will not be acceptable with the banks whose Market Price per share is quoted below the Par Value at the Stock Exchange

PERFORMANCE BOND/BANK GUARANTEE

Oil & Gas Development Company Limited, OGDCL House, Jinnah Avenue, Blue Area, Islamabad.			Date o Date o	ntee No f issue f expiry nt					
Dear	Sir,								
Ref:	Our Bank	Guara Accour		No		in Amount	the	sum	0:
Contr	act/Job								
In	consideration	of	you	having	entered	into	contra	ıct	No
241			11	Dated			C 1-		
with_				d Contractor			oi vaiu	le rece	ivec
from (CONTRACTOR	we herel	hw agre	e and under	take as follo	X7Q *			

- To make unconditional, immediate and forthwith payment to you as called upon
 of an amount (equivalent to 10% of total contract value in Pak Rupees) on your
 written FIRST and SIMPLE demand without further recourse, question, query,
 deferment, contestation or reference to CONTRACTOR or any other person, in
 the event of default, non-performance or non-fulfillment by CONTRACTOR of his
 obligations liabilities, responsibilities under the said Contract of which you shall
 be the sole and absolute judge.
- 2. To accept written demand from you as conclusive, sufficient and final evidence of the existence of a default or breach as aforesaid on the part of CONTRACTOR and to make payment immediately and forthwith upon receipt of your FIRST and SIMPLE written demand.
- 3. To keep this Guarantee in full force and effect from the date hereof until...... from the date of contract execution / mobilization Notice.
- 4. That no grant of time or other indulgence to, amendment in the terms of the contract by Agreement between the parties, or imposition of Agreement with contractor in respect of the performance of his obligation under and in pursuance of the said Agreement with or without notice to us, shall in any manner discharge of otherwise however affect this Guarantee and our liabilities and commitments there under.
- 5. This is an independent and direct obligations guarantee and shall be binding on us and our successor in-interest and shall be irrevocable.
- 6. This Guarantee shall not be affected by any change in the constitution of the Guarantor Bank or the constitution of the Contractor.
- 7. The Guarantor Bank warrants and represents that it is fully authorized, empowered and competent to issue this guarantee.

Authorized Sign for Issuing Bank

Seal of the Bank

Note: Bids Bond/Performance Guarantee/Security will not be acceptable with the banks whose Market Price per share is quoted below the Par Value at the Stock Exchange

BIDDING FORM

			Date Tender Enquiry No.
То	Oil & Gas Development Co OGDCL House, Plot # 3013 Blue Area, Islamabad		
Gentle	men,		
the se Instru	he receipt of which is herel rvices (Nature of Service) to	by acknowledged, o OGDCL in conf es mentioned in o	structions to bidders of Invitation to we the undersigned, offer to supply formity with the scope of work and our Bid Proposal or other such sums conditions.
with C	ients are acceptable to us a	and if our Bid is a any exceptions.	iven in the Tender Enquiry / Tender accepted we shall execute a contract We further confirm to commence totice issued by OGDCL
		emain binding up	the period of 180 days from the date oon us and may be accepted thereof
		ears, involved in	y / Local Agent is or has not been at litigation, arbitration or any other
		ely and as per te	orders placed on us by OGDCL / JV rms & conditions of the Contract /
6. accept	Until a formal Agreement ance thereof, shall constitut		executed, this bid, together with your act between us.
7. may re	_	are not bound to	accept the lowest or any tender you
8. condit	Our bid proposal do not dons enunciated in the tende	2	tion or exceptions from the terms &
Dated	thisdays of	20	017,
Name	& Signature	i	n the Capacity of
duly a	uthorized to sign tenders for		rm in block capital Letters)
	38		
Telex I	VoFax	No	Phone No
Witnes			
1	(Name)	••••	(Signature)

(Signature)

2.

(Name)

(On official letter-head of the bidder)
To be signed by the
Chief Executive of the
Bidding company or a representative duly
Authorized by board
Resolution.

INTEGRITY AND ETHICS UNDERTAKING

We hereby commit and undertake to observe the following principles during our participation in the tender process and during the contract execution:

- i. That we will not directly or through any other person of firm, officer promise or give to any of the employees of OGDCL involved in the tender process or execution of the contract any gain, pecuniary benefit of facilitation payment in order to obtain in exchange any advantages of any kid whatsoever during the tender process or during the execution of contracts.
- ii. That we have not and will not enter with other bidders into any undisclosed agreement or undertaking either formal or informal to restrict competitiveness sort to cartelise in the bidding process.
- iii. That we will ensure that the remuneration of agents (if engaged) is appropriate and for legitimate services only.
- iv. That we will not use subcontracts, purchase orders or consulting agreements as means of channeling payments to employees of OGDCL.
- v. That we will not commit any offence under the Pakistan Penal Code, Prevention of Corruption Act or National Accountability Ordinance to achieve any advantage, gain or benefit during the tender process or the execution of the contract.

We further understand and acknowledge that any violation of transgression of the above mentioned principles will attract disqualification from the tender process and may also result in permanent exclusion from future contract award process.

We also accept and undertaking to respect and uphold OGDCL,s absolute right to resort to and impose such disqualification, debarment or execution.

For and on behalf of _	
Tender No	

Mandatory for participation in Bidding Process

AFFIDAVIT (To be attached with Technical bid)

I,		S/o	aged	
	years	working as Proprietor/		
M/s	d office of			
_	-	d declare on oath as under:	do hereby	
Soleminy	allilli all	i declare on oath as under.		
1.		m competent to swear this affidavit / Director of M/s		
2.		M/s rship/partnership firm/company is ped by OGDCL.	is a participating in tender process	
3.		nereby confirm and declare that n associate company is participating/ s		
4.	concern	hereby confirm and declare that and my/our associate company have not bee onal agencies/Govt. Deptt/ Public Sec	firm/group/company/ sister en black listed/de-listed any	
5.		re is no change in the Name & Style, or Pre-qualification.	Constitution and Status of the	
6.	in-our apmy/our	rther undertake that in case any of a oplication is round other-wise or in- firm/company/ group/sister concern- barred from the present and future ter	correct or false at any stage, as/ associate companies shall	
(S:	ignature o	f the Proprietor/ Managing Partner/D	irector 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)				
DI	EPONENT			
(Signature & Seal of Notary)				

DATA SUMMARY SHEET (To be attached with Technical bid)

Following information must be stated categorically:-

COMPLETE NAME, ADDRESS, EMAIL, PHONE & FAX NUMBER OF BIDDER	
NAME, ADDRESS, PHONE, FAX NO & EMAIL OF LOCAL AGENT IN PAKISTAN (IF ANY	
VALIDITY OF BID:	
COMPLETION PERIOD:	
BID BOND SUBMITTED BY	
ADDRESS OF BANKER WITH AC COUNT NO & SWIFT CODE FOR L/C OPENING (WHERE APPLICABLE)	
IN CASE OF JV PARTNERS (NAME OF LEAD PARTNER NAME OF ALL OTHER JV PARTNERS COPY OF JV AGREEMENT CLEARLY STATING THE RESPONSIBILITY OF EACH PARTY TO BE ATTACHED WITH THE TECHNICAL BID	
NTN, GST & PST NUMBER (FOR PAKISTAN BASE COMPANY ONLY	
ANNEXURE -F DULY ATTESTED BY NOTARY PUBLIC.	
PROVINCIAL REGISTRATION NUMBER	

DATA SUMMARY SHEET (To be attached with financial bid)

Following information must be stated categorically:-

COMPLETE NAME ADDRESS EMAIL,	
PHONE & FAX NUMBER OF BIDDER	
NAME, ADDRESS, PHONE, FAX NO & EMAIL OF LOCAL AGENT IN PAKISTAN (IF ANY	
VALIDITY OF BID:	
COMPLETION PERIOD:	
ADDRESS OF BANKER WITH AC COUNT NO & SWIFT CODE FOR L/C OPENING (WHERE APPLICABLE)	
NTN , GST & PST NUMBER (FOR PAKISTAN BASE COMPANY ONLY	
TOTAL QUOTED COST FOR REGION#1	
TOTAL QUOTED COST FOR REGION#2	

D- --- 46 -- 450 OCDOL 7----1--- N-- DDOC CEDVICEO (CD (CODD 0070 (001

DRAFT CONTRACT

CONTRACT NO. PROC-SERVICES/CASE NO. / NAME OF SERVICES

THIS **Contract for hiring of (Name of Services) ("Contract")** is made at Islamabad as of this-------day of ------/year of execution, by and between

Oil & Gas Development Company Limited, a body corporate, having its office at OGDCL House, Jinnah Avenue, Sector F-6, Islamabad (hereinafter referred to as the "Company" which expression shall include its successors and assigns) and

M/s (Name of Contractor or Consultant as the case may be) having its office at address...... (hereinafter referred to as the "Contractor / Consultant" which expression shall include its successors and assigns)

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

WHEREAS, The Company is desirous of hiring timely, efficient and reliable (Name of Services)services under rate running contract for a period of (period) on as and when required basis.

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 its acceptance by the contractor 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 USD. However payment to all Pakistan based companies will be made through cross cheque in 100% Pak Rupees, at actual, against verified invoices at official exchange rate prevalent on the date of payment.
- 4.4 To Foreign based Companies, the payment will be made in US\$, at actual against verified invoices through Irrevocable Letter of Credit (LC).
- 4.5 However, any payment made after thirty (30) days shall not in any way attract any markup, interest, surcharge or charges, etc.
- 4.6 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:

- 1.1 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.
- 1.2 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.
 - 1.3 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, Page 49 of 58 OGDCL Tender Enquiry No. PROC-SERVICES/CB/CORR-2079/2017

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

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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 subconsultant, 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

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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 MAEJEURE:

"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

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- 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:

i MD & CEO Oil & Gas Development Company Limited OGDCL House, Blue Area, Islamabad. Tel No. 051-9209701 Fax No. 051-9209708 E-mail: md@ogdcl.com

ii GM (SCM) Tel No. 051-920023540 Fax No. 051-9209859

SECTION 30. NOTICES:

Any notice, request demand, statement, call, question, intimation, reference, or other Communication required for execution of this Contract shall be made in writing and shall be directed by courier service or facsimile to the address of the Parties as follows:

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

Notices shall be deemed served when received by the addressee.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the date first above written.

COMPANY	CONTRACTOR
Signature	Signature
Name	Name
Position	Position
Witness	Witness
Witness	Witness