



**OPEN FRAMEWORK AGREEMENT FOR THREE
(03) YEARS
OGDCL-SCM-FC-CB-PROJ-CONSULTANCY SERVICES (OFA)-
40000433-2022**

**HIRING OF ENGINEERING CONSULTANCY & PROJECT
SUPERVISION SERVICES FOR VARIOUS ASSIGNMENTS ON AS AND
WHEN REQUIRED BASIS:**

CATEGORY-1

**OIL AND GAS FIELD (GREEN & BROWN) DEVELOPMENT &
MODIFICATION ETC.**

CATEGORY-2

**COMPRESSION PROJECTS/JOBS (WELLHEAD, NODAL & FRONT
END)**

CATEGORY-3

**PRELIMINARY FEASIBILITY / TECHNO-ECONOMIC STUDIES/
CONCEPTUAL STUDIES/ FEED STUDIES, REVAMPING/
RELOCATION/, DEBOTTLENECK/ HAZOP/ HAZID/ SIL/ IPF/ RISK
ASSESSMENT STUDIES, TOPOGRAPHIC SURVEYS ETC.**

INTRODUCTION & TERMS AND CONDITIONS

1. INTRODUCTION / SCOPE OF WORK

Oil & Gas Development Company (OGDCL) is the largest Exploration & Production Listed Company in Pakistan. The company intends to sign three (03) years open framework agreement from the date of signing of the contract by OGDCL for hiring Engineering Consultants for various consultancy/ project supervision assignments related to Oil and Gas Field Development projects including but not limited to:

Category -1: Preliminary feasibility / Techno-economic studies/Conceptual studies / FEED studies, Basic engineering design/ Detailed engineering design/ wellhead pipeline, gas gathering/ separation, gas processing including gas sweetening, dehydration, LPG recovery, condensate stabilization, Gas metering, Sales Gas compression, Instrumentation Control Systems (Well head & Plant)/ Procurement assistance (tender documents preparation, technical & financial bids evaluation, contract preparation), Project management, Site Construction and Commissioning Supervision services on as and when required basis .

Category-2: Well head / Front end / Nodal Compression studies, Basic Engineering / Detail Engineering/ Procurement assistance (tender documents preparation, technical & financial bids evaluation, contract preparation), Project management, Site Construction and Commissioning Supervision services on as and when required basis.

Category-3: Preliminary feasibility / Techno-economic studies/ Conceptual studies/ FEED studies, Revamping/ Relocation/ Capacity Enhancement Projects, Brown Field modifications, Debottleneck/ HAZOP/ HAZID/ SIL/ IPF/ Risk Assessment Studies, Topographic Surveys & other Technical studies related to Oil & Gas field on as and when required basis.

1.1 Invitation of Applications for Consultancy Services

Applications are invited from reputable National/International / National & International JV consortium Consultant Engineering Companies providing consultancy services in Oil & Gas Sector for Category-1, 2 & 3 projects (as explained above) on as and when required basis.

2. SUBMISSION OF APPLICATIONS

- 2.1 The application shall be submitted in a sealed envelope clearly marked as: **“APPLICATION FOR THREE (03) YEARS OPEN FRAMEWORK AGREEMENT FOR HIRING OF ENGINEERING CONSULTANCY SERVICES FOR VARIOUS ASSIGNMENTS/ PROJECT SUPERVISION SERVICES INCLUDING BUT NOT LIMITED TO:**

CATEGORY-1

OIL AND GAS FIELD (GREEN & BROWN) DEVELOPMENT & MODIFICATION ETC.

CATEGORY-2

COMPRESSION PROJECTS/JOB (WELLHEAD, NODAL & FRONT END)

CATEGORY-3

PRELIMINARY FEASIBILITY / TECHNO-ECONOMIC STUDIES/ CONCEPTUAL STUDIES/ FEED STUDIES, REVAMPING/ RELOCATION/, DEBOTTLENECK/ HAZOP/ HAZID/ SIL/ IPF/ RISK ASSESSMENT STUDIES, TOPOGRAPHIC SURVEYS ETC.

AGAINST ENQUIRY NUMBER: OGDCL-SCM-FC-CB-PROJ-CONSULTANCY SERVICES (OFA)-40000433-2022 must be delivered / couriered/ OGDCL reception at time & date mentioned in Press Tender Notice” at the following address:-

Manager (SCM)-Foreign

Oil & Gas Development Company Limited

Supply Chain Management Department

OGDCL House, Plot No. 3 (New No. 3013) F-6/G-6,

Jinnah Avenue, Islamabad (Pakistan)

Phone No. 92-51-920023780

Email:

- 2.2 The sealed envelope shall indicate the name and address of the Applicant/Focal person.
- 2.3 For clarifications
- Mr. Asif Mahmood Makhdoom
Chief Engineer (Projects)
asif_makhdoom@ogdcl.com
 - Mr. Obaid Sikandar
Sr. Procurement Officer
obaid_sikander@ogdcl.com
- 2.4 All the pages of application shall be signed and stamped by Applicant’s authorized Representative(s).
- 2.5 Category(ies) of service(s) for which applying should be clearly mentioned /check-marked.
- 2.6 **Language of Application**
The Application must be prepared and submitted in English language. Supporting documents and attachments furnished by the Applicant must also be in English language.
- 2.6 **Cost of Bidding**
The bidder shall bear all cost associated with the preparation and submission of application for this tender. OGDCL shall under no circumstances be responsible or liable for such cost regardless of the out-come of the application process.
- 2.7 **Deadline for Submission of Application**
- 2.7.1 The original application must be delivered / couriered / OGDCL reception **at time & date mentioned in Press Tender Notice”** at the address specified in clause 2.1.
- 2.7.2 OGDCL may, at its discretion extend the deadline for the submission of applications.
- 2.8 **Late Submission of Applications**
Any Application received after deadline for submission of Applications prescribed by the Company pursuant to Clause-2 will be rejected and returned unopened to the Applicant without any right to appeal.

2.9 Clarification of Applications

To assist in the examination, evaluation and comparison of Applications the Company may at its discretion, ask the Applicant for a clarification of its application. Only those clarifications which are received three (03) prior to submission of application shall be replied.

2.10 OGDCL'S Right to Accept or Reject any or All Applications

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

2.11 Affidavit

The Applicant shall provide an affidavit that his firm has never been blacklisted. In case the Applicant is in litigation or dispute or has involved in litigation or dispute with Company (OGDCL), details and nature of litigation and dispute may be indicated.

(Syed Ejaz Abbas Rizvi)
Manager (SCM)-Foreign

Note: Terms and Conditions of Draft Contract/Service Order for qualified firms which will be signed based on SOW/TOR on case to case basis is attached as Annexure "A"

3. Eligibility Requirement.

Only those applications shall be considered for detail evaluation which meet following minimum eligibility requirement.

- 3.1 Applicants must be incorporated in Pakistan or in a country recognized by Pakistan and not prohibited to have commercial dealings with Pakistan under any Pakistani or International laws, regulations, resolutions, etc.
- 3.2 Applicant (s) must be registered with Pakistan Engineering Council (PEC) as Engineering Consultant. Foreign companies / firms registered in PEC Presently / JV Consortium (national and international) will be considered. Experience of Parent Company shall also be considered for its subsidiary participating the tender for all categories.
- 3.3 Applicant shall have minimum of ten (10) years' experience for Category-1 & 2 and five (05) years experience for Category-3 in providing only consultancy services for oil and gas field development projects including but not limited to:

CATEGORY-1

OIL AND GAS FIELD (GREEN & BROWN) DEVELOPMENT & MODIFICATION ETC.

CATEGORY-2

COMPRESSION PROJECTS/JOBS (WELLHEAD, NODAL & FRONT END)

CATEGORY-3

PRELIMINARY FEASIBILITY / TECHNO-ECONOMIC STUDIES/ CONCEPTUAL STUDIES/ FEED STUDIES, REVAMPING/ RELOCATION/, DEBOTTLENECK/ HAZOP/ HAZID/ SIL/ IPF/ RISK ASSESSMENT STUDIES, TOPOGRAPHIC SURVEYS ETC.

3.4 Applicant shall have provided consultancy services minimum value against:

Category 1: US \$ 0.15 million or above each for at least 03 projects of similar nature.

Category 2: US \$ 0.1 million or above for at least 02 project of similar nature.

Category 3: US \$ 2000 or above each for at least 05 studies of similar nature.

3.5 Applicant shall be independent consultant and shall have no other business interest.

3.6 The applicant must undertake to comply with the Pakistan Engineering Council registration requirements 1212 and 1213.

3.7 Applicant (s) including any of its shareholders, directors, partners, associated company or affiliated company is or have not be JV Black listed by Govt./Autonomous body/international agency (affidavit to be submitted).

3.8 In case of JV Consortium, the leading partner (can be a subsidiary as I experience of parent company shall be considered for evaluation) must fulfil the required criteria, the other partners experience etc. will not be considered for minimum requirement / eligibility criteria. Payment in JV shall only be made to lead partner.

3.9 The applicant not meeting any of the above eligibility criteria shall not be considered for further evaluation.

3.10 Consultant shall be obligated to produce these typical key Deliverables (minimum but not limited to) as listed below depending on the nature of each Project:

- Process Engineering Studies.
- Development of Process Simulation Models
- De-bottlenecking/Re-vamp/Brown-field Modification Studies.
- Development of Basic Engineering Package/FEED
- Development of Scope of Work & Technical specifications for EPCC
- Development of PFDs, UFDs along with Heat & material balance.
- Development of P & IDs.
- Adequacy Check of Process Equipment/ Process Lines/ Piping
- Stress Analysis of Pipelines/Pipe Structures/Piping Supports.
- Flow Assurance/Hydraulic Studies of flow lines/gathering stations/hubs.
- Updating of Operating Manual of Gas Processing Plants.
- Updating of As-built P & IDs of Gas Processing Plants
- Preparation of BOQs
- Development of Piping Layouts/ Isometrics & 3D Plant design
- Construction Scope of Work
- Flare Radiation Study.
- Gas Dispersion Modelling.
- Flare-net Model.
- Sizing of Pressure Relief valves.
- Process Safety Studies.
- Process & Control Philosophy.
- Process Design Basis
- Mechanical design basis

- Instrumentation Design Basis
- Electrical Design Basis
- Single Line Electrical Diagram
- Instrumentation and Control System Architecture
- Third Party Communication Architecture
- Loop Drawing
- Hook-up Drawing
- Interlocking Drawing
- Wiring Diagram
- Hazardous Area Classification.
- Cause & Effect Matrix.
- General Plot Plan
- Utility Summary.
- Specification/ sizing of Major Equipment
- Development of Data Sheets for Process/Mechanical/E & I
- Submission of Engineering Calculations & Results.
- Budgetary Cost Estimate for Detailed Engineering & EPCC Contract.
- Schedule for Detailed Engineering Work & EPCC Contract.
- Preparation of Tender Documents/ Contracts
- HAZOP/ HAZID/Risk Assessment/IPF Studies, Technical Assistance/Subject Matter Expertise needed for some special tasks, whenever required

4. **Qualification criteria:**

The qualification of Engineering Consultancy is being carried out for 3 years and for all categories. Experience as outlined in Evaluation Scoring Criteria Category-1, 2 and 3.

The qualification of engineering consultant will be based on the ability of the applicant to perform the required services satisfactorily as demonstrated by the applicant responses to the qualification Questionnaire. The qualification will be assessed taking into account following main factors, information provided as per Appendix-I and documentation provided as required / assessment for evaluation scoring criteria for both the categories.

4.1 **Qualification Basis**

The qualification is restricted to independent consultancy companies/ organizations with no corporate linkage with any equipment/material suppliers as construction contractor etc. All the parties interested in applying will submit an undertaking to this effect.

4.2 **Technical Qualification and Capability**

The applicant must demonstrate technical qualification and capability in providing services such as Preliminary Project feasibilities / Techno economics studies, Process selection Studies, Front end / Basic engineering design, detail engineering design, well head compression, front end Compression studies, oil/gas/water separation, Gas separations / Removal of H₂S, CO₂, water contents etc. from gases, NGL/Condensate stabilization, LPG recovery, Sale Gas Transport Line, Flow Lines, Trunk lines, allied Utilities, offsite system, Brown Field Modifications/ Revamping/ Relocation/ Capacity enhancement/ Debottleneck/ HAZOP/ HAZID/ SIL/ IPF/ Risk Assessment Studies, Topographic Surveys, Project management, Procurement assistance, site construction and commissioning supervision etc.

4.3 **Experience and Tract Record of the Company**

The applicant must possess adequate experience and track record of providing services as mentioned at clause 4.2. The information provided in response to questionnaire at Appendix-I will form basis of this evaluation.

4.4 **Financial Strength**

The applicant must possess the financial soundness and strength to execute the projects. The financial strength will be evaluated based on review of information provided in response to clause 8 of the questionnaire at Appendix-I and considering the size of projects executed in the last five years.

4.5 **Scoring Criteria**

In order to qualify, the applicants are required to meet all the following minimum qualification criteria regarding applicants general and particular experience personnel and equipment (computer aids etc.) capabilities, software's and financial position as demonstrated by the applicant's response through the questionnaire attached at Appendix-I.

Note: All the applicants submit the required information / documents with their bid / proposal with index details of documents and with clear locations of attachments. Soft copy of all documents duly signed to be provided with the proposal.

Qualification questionnaire consultancy services:

Technical Qualification Basis

0.0 Conflict of Interest

To produce the possibility of conflicting interests, the engineering consultant shall not associate itself with any other arrangement, contract, services or assignment(s) whatsoever nature related to this project with any party/agency.

The qualification is restricted to independent consultancy companies/ organizations with no corporate linkage with any equipment/material suppliers as construction contractor etc. All the parties interested in applying will submit an undertaking to this effect

1.0 General

- 1.1 Full legal title of the company
- 1.2 Country of incorporation, date of incorporation and name of incorporating authority
- 1.3 Address of registered office including telephone number, fax number and e-mail address.
- 1.4 Address of head office including telephone number, fax number and e-mail address.
- 1.5 Contact person for all matters related to this questionnaire
- 1.6 Position held by contact person named in para 1.5
- 1.7 National tax number
- 1.8 Details of registration with Pakistan Engineering Council for categories 1212 and 1213.
- 1.9 Details of association with other Pakistani or foreign company (/ies), if any.

2.0 Joint Venture Arrangements/Specialized Inputs

- 2.1 Are you participating as joint venture to execute the proposed works ?
- 2.2 If yes, name the other party (/ies) of joint venture and state their role(s)
- 2.3 If you have collaboration with foreign company, please outline your specific proposals to fulfil the requirements of Pakistan Engineering Council (related to creation of joint venture agreement with local company (/ies), if applicable.

Note

- a) As part of this qualification exercise, you may be requested to provide details of any joint venture agreements/arrangements.
- b) If a joint venture is being proposed, OGDCL reserves the right to request a completely separate return of this questionnaire from each participating company.

3.0 Experience

Please provide in tabular form the following information related to all of your current and committed workload. Give separate information for each party in case of joint ventures.

- a) Name of owner
- b) Name and location of project
- c) Name of main contractor (if applicable)

- d) Works being carried out by your company (alone or in joint venture)
- e) Value of works being carried out by you (give % of total in case of joint venture)
- f) Start and anticipated finish dates. In each case please indicate whether you are employed by the owner or the main contractor
- g) Project works details.

4.0 **Prior Experience of similar work**

4.1 Please provide in tabular form following information relating to work completed during the last 10 years similar to the proposed works (category wise):

- a) Name of owner
- b) Name and location of project
- c) Name of main contractor (if applicable)
- d) Works being carried out by your company (alone or in joint venture)
- e) Value of works carried out by your company / firm (give percentage of total in case of joint venture)
- f) Start and anticipated finish dates
- g) Project works details.

In each case please indicate whether you are employed by the owner or the main contractor.

5.0 **Organizational and Resources**

Note for paras 5.1 to 5.8

If a joint venture is being proposed, you are required to provide details of your own company's resources and to state what proportion of the total joint venture resources they represent.

- 5.1 Is your company an integrated design engineering organization having capabilities and resources in all the engineering disciplines i.e. process, mechanical, civil, and electrical and instrumentation?
- 5.2 Please provide a company organization chart with a brief description of various functional units and their capabilities and resources.
- 5.3 Please provide detailed organization chart of existing projects in hands of your company separately for each project with brief write-up how much support you are providing for these projects giving name, address of the client, phone and fax numbers
- 5.4 Please provide detailed organization charts of those functional units of your company who will provide technical and non-technical support for the proposed works together with a brief write-up how such support will be provided.
- 5.5 Please provide a typical organization chart of a team that you employ for works similar to the proposed works.
- 5.6 Please provide resumes of the key persons in the organization chart requested in para 5.2 with details as mentioned at para 5.7
- 5.7 Please provide resumes of all the professionals in the organization chart requested in para 5.3 with names, qualification & date, works experience with dates and duration of employment with your company.

- 5.8 Please provide resumes of the key persons of a similar project recently undertaken by your company.
- 5.9 Please provide in tabular form the following information relating to the Engineers full time currently in your employment for design and engineering, Project management, Quality Control works etc.
For each category of staff listed below give the following details
- a) Number employed, giving separate numbers for permanent and temporary employees.
 - b) Number of employees (Engineers) in each category that have (a) experience 10 years or more (b) experience 07 years or more, (c) experience 5 Years and more (d) experience less than 5 years and up to 3 Years continuous service with your company according to Sub-category 2.3 of each Category applied
 - c) Technical, administrative and managerial staff
 - d) Discipline engineers, list under specific specialization headings
 - e) CAD workstation operators
 - f) Staff for supervision of turnkey contractor's activities (list under specific specialization headings)
 - g) Staff for supervision of commissioning and acceptance testing of plant.
- 5.10 Please provide details of your procedures, practices, standards and support system including computer based support systems, which will be used for the services.
- 5.11 Please provide a list of design engineering licensed software available with your company/ firm being used for Process Design, Mechanical, Electrical, Civil, Instrumentation, piping, design, project management & control etc. i.e. Aspen HYSYS, Korf hydraulics, Mechanical Caesar, Compress, API 650 Tank or AME Tank, Pipeline Tool Box, Pipe Phase, ETAP, Calculus, Dialux, Primavera, MS Project, Auto Cad with 3D Modelling.
- 5.12 Please provide details of your procedures, practices, standards and support system, including computer based support systems, which will be used for the supervision, monitoring and coordination with EPCC Contractor during detailed engineering design, procurement, fabrication and construction, commissioning and testing phases of the project.
- 5.13 Please provide a list of hardware, plotters/printers and other office equipment's owned by your organization (which are in working condition) which will be employed in the execution of the proposed works.
- 5.14 Please provide details of your experience of plant integration including tie-ins of piping, instrumentation, ESD, blowdown (BD) etc.
- 5.15 Please provide details of experience / Projects executed on wellhead gas compression, Front end gas Compression and Sales Gas Compression projects.
- 5.16 Do you use an ERP (Enterprise Resource Planning) system on company wise basis? If yes, please provide details.

6.0 **Quality Assurance**

- 6.1 Do you have a documented quality management system?
- 6.2 If you have a quality management system, which standard does it comply (e.g. ISO 9000: 2015 or latest)
Provide the list of certification your company / firm have acquired.
- 6.3 Please state the date and number of revision of your quality manual and provide a copy of the indexing procedures.
- 6.4 Is your quality management system certified by accredited certifying body?

- 6.5 Does your quality management system cover all aspects of the proposed works including design and engineering, planning, scheduling, supervision of construction, commissioning, testing and handover of facilities to the owner?
- 6.6 Mention the senior management executive of your company responsible for quality management.
- 6.7 If you don't have fully documented and accredited quality management system, please explain steps, if any, you are taking or intend to take to introduce such a system. Alternatively, in the absence of a formal system, give detail of the procedures you employ, or would adopt to achieve an appropriate level of quality assurance.
- 6.8 Give details of any computerized system you may use (including any you have developed in-house) for on-site quality control.

7.0 **Health, Safety and Environment**

- 7.1 Do you have an HSE policy? / Applicable certifications
- 7.2 If yes, please enclose a copy and indicate the name and title of the senior management executive responsible for its enforcement.
- 7.3 Do you operate an HSE management system?
- 7.4 if yes, please enclose index of HSE manual or procedures.

8.0 **Financial Information**

The information requested in this section is for OGDCL's satisfaction that the company's financial worth is satisfactory for performance of the proposed works in accordance with the terms and conditions of any contract, which may be subsequently awarded to the company. This information will be given restricted circulation within OGDCL and will otherwise be treated as confidential.

- 8.1. Name of ultimate holding or parent company along with the legal status.
- 8.2 Please provide copies of your Annual Reports and audited accounts for the last (03) three years (2019,2020 & 2021).
- 8.3 Have you been in business continuously and without interruption since first formation of your company?
- 8.4 If no, please state the period/s and reason/s for cessation of business
- 8.5 Please give the full name and address of your principal banker and all other bankers.
- 8.6 Any of the qualified company through this exercise, who wins the contract of proposed works in future will require to provide a bank guarantee for due-performance of the contract. This guarantee will be in the form of a bond form scheduled bank in Pakistan for minimum amount of 10% of contract value on the format required by OGDCL. Please confirm your willingness to provide such guarantee and the name and address of the bank from which it would be obtained.
- 8.7 State your turnover/estimated turnover for last year.

9. **Any other relevant information**

Please provide any other relevant information, which you consider important.

10. **List of documentary evidence required by Firm/Company.**

Consultant companies/firms are required to attach complete list of documents mentioned location in their bid proposal deemed necessary to prove their qualification requirements.

11. SUMMARIZED EVALUATION SCORING CRITERIA CATEGORY-1

Category/ Sub- category	CRITERIA	Marks		Requirement/Re ference
		Maxi- mum	Achie ved	
1	Company/Firm's Project experience during last 10 years	44		
1.1	Applicant(s) have completed four (04) Similar projects of Preliminary feasibility / Techno-economic studies/Conceptual studies / FEED studies, Basic engineering design/ Detailed engineering design/ wellhead pipeline, gas gathering/ separation, gas processing including gas sweetening, dehydration, LPG recovery, condensate stabilization, Gas metering, Sales Gas compression, Instrumentation Control Systems (Well head & Plant), brown field modifications & Procurement assistance (tender documents preparation, technical & financial bids evaluation, contract preparation).	28		
	Completed three (03) projects studies.	21		
	Completed two (02) project studies.	14		
1.2	Applicant(s) have completed four (04) Similar projects of Project management, Site Construction and Commissioning Supervision services.	16		
	Completed three (03) projects	12		
	Completed two (02) projects	08		
	Note: Projects Information submitted without any documentary evidences shall not be considered for award of points / marks.			
	1. Consultancy services acceptance / satisfaction certificate issued by client for each project.			
	2. Copy of contract award / project completion			
2.	Evaluation of organization, personnel qualification and experience.	28		
2.1	Provide Organization Chart with a brief description of various functional units of your company Who will provide technical and non-technical support for the proposed works together with a brief write-up on how such support will be provided.	02		
2.2	List of Resume of Key Personnel who have required experience in doing similar type of projects.	02		

2.3	<p>10 years or more than 10 Years' experience with company/Firm (company employees) as per following scoring break-up:</p> <p>Process Engineers 02 /01 nos. 02/01</p> <p>Instrument Engineers 02 /01 nos. 02/01</p> <p>Mechanical Engineers 02 /01 nos. 02/01</p> <p>Civil Engineer 02/01 nos. 02/01</p> <p>7 Years and more than seven years (02 Score) / less than 7 years and up to 5 Years' experience (01 Score) with company/Firm (company employees) 16</p> <p>Process Engineers 04 nos. 02/01</p> <p>Instrument Engineers 04 nos. 02/01</p> <p>Mechanical engineers 04 nos. 02/01</p> <p>Electrical engineers 04 nos. 02/01</p> <p>Civil engineers 04 nos. 02/01</p> <p>Planning engineers 02 nos. 02/01</p> <p>Project engineers 04 nos. 02/01</p> <p>QA/QC engineers 04 nos. 02/01</p> <p>Note: Documentary proof of employment record for each CV to be submitted 02/01</p>	08		
3.	Organization, methodology approach proposed project schedule, conceptual detail etc.	03		
4	Office facilities/computers/licensed software/design engineering (detailed scoring as per break-up from 4.1 & 4.2)	15		
4.1	Provide list of available computers/plotters/printers office equipment/hardware owned by your organization for designing & engineering, planning, project management, project monitoring supervision services	03		
4.2	<p>Details of licensed design software for;</p> <p>Process Simulation (Aspen HYSYS or Design-II) 03</p> <p>Mechanical & Piping (Mechanical Caesar or Auto Plant or Pipe Phase or Pipeline Tool Box) 03</p> <p>Electrical (ETAP) 01</p> <p>Instrument (Calculus or Dialux) 01</p> <p>Civil Design and Construction Auto CAD with 3D Modelling) 02</p> <p>Project Management & Control (Primavera or MS Project) 02</p>	12		
5.	Financial standing/status of the firm	05		

	Audited/ statement of account for last three (3) years. Comfort letter from a bank to be enclosed	02		
	Firm's average turnover during last year:			
	Rs.30 Million or more	03		
	Less than Rs 30 Million and up to Rs 25 million	02		
	Less than Rs 25 and up to Rs 20 millions	01		
6.	Quality control / quality assurance and Health, Safety and Environment Management System	05		
	Valid ISO Certification 9001:2015 or latest and HSE Certification ISO 14001 (EMS)/ISO 18000 (OHSAS)	02		
	HAZOP Studies (Conducted) at least 02 with independent 3 rd party chairman in last 10 years.	02		
	Details of HSE Policy, HSE Management System, Manual & Procedures being followed by the firm during Project Design & Execution.	01		
	Total Marks	100		

Note:

- a) A company/firm securing an overall score of at least 65 points shall be considered as qualified. The result will be displayed on OGDCL website.
- b) For evaluation of serial item No. 2 & 4 OGDCL Officials can also visit office/engineering facilities of the firms/companies to verify and evaluate the capabilities. (if required)

SUMMARIZED EVALUATION SCORING CRITERIA CATEGORY-2

Category/ Sub- category	CRITERIA	Marks		Requirement/R eference
		Maxi- mum	Achie ved	
1	Company/Firm's Project experience during last 10 years	45		
1.1	Applicant(s) have completed three (03) Similar type of Well head / Front end / Nodal Compression studies, Basic Engineering/ Detail Engineering/ and Procurement assistance (tender documents preparation, technical & financial bids evaluation, contract preparation). Completed two (02) projects Completed one (01) project	30 20 10		
1.2	Applicant(s) have completed three (03) Compression projects of Project management, Site Construction and Commissioning Supervision services. Completed two (02) projects Completed one (01) projects. Note: Projects Information submitted without any documentary evidences shall not be considered for award of points / marks. 1. Consultancy services acceptance / satisfaction certificate issued by client for each project. 2. Copy of contract award / project completion.	15 10 05		
2.	Evaluation of organization, personnel qualification and experience detailed scoring break-up given below	28		
2.1	Provide Organization Chart with a brief description of various functional units of your company	02		
2.2	Who will provide technical and non-technical support for the proposed works together with a brief write-up on how such support will be provided.	02		
2.3	List of Resume of Key Personnel who have required experience in doing similar type of projects. 10 years or more than 10 Years' experience with company/Firm (company employees)	08		
	Process Engineers 02 /01 nos. Instrument Engineers 02 /01 nos. Mechanical Engineers 02 /01 nos. Civil Engineer 02/01 nos.	02/01 02/01 02/01 02/01		

	7 Years and more than seven years (02 Score) / less than 7 years and up to 5 Years' experience (01 Score) with company/Firm (company employees)	16		
	Process Engineers 04 nos.	02/01		
	Instrument Engineers 04 nos.	02/01		
	Mechanical engineers 04 nos.	02/01		
	Electrical engineers 04 nos.	02/01		
	Civil engineers 04 nos.	02/01		
	Planning engineers 02 nos.	02/01		
	Project engineers 04 nos.	02/01		
	QA/QC engineers 04 nos.	02/01		
	Note: Documentary proof of employment record for each CV to be submitted			
3.	Organization, methodology approach proposed project schedule, conceptual detail etc.	03		
4	Office facilities/computers/licensed software/design engineering (detailed scoring as per break-up from 4.1 & 4.2)	14		
4.1	Provide list of available computers/plotters/printers office equipment/hardware owned by your organization for designing & engineering, planning, project management, project monitoring supervision services	03		
4.2	Details of licensed design software for;	11		
	Process Simulation (Aspen HYSYS or Design-II)	03		
	Mechanical & Piping (Mechanical Caesar or Auto Plant or Pipe Phase or Pipeline Tool Box)	03		
	Electrical (ETAP)	01		
	Instrument (Calculus or Dialux)	01		
	Civil Design and Construction Auto CAD with 3D Modelling)	02		
	Project Management & Control (Primavera or MS Project)	01		
5.	Financial standing/status of the firm	05		
	Audited statement of account for last three (3) years. Comfort letter from a bank to be enclosed	02		
	Firm's average turnover during last year:			
	Rs.30 Million or more	03		
	Less than Rs 30 Million and up to Rs 25 million	02		

	Less than Rs 25 and up to Rs 20 millions	01		
6.	Quality control / quality assurance and Health, Safety and Environment Management System	05		
	ISO Certification 9001:2015 or latest and HSE Certification ISO 14001 (EMS)/ISO 18000 (OHSAS)	02		
	HAZOP Studies (Conducted) at least 02 in last ten (10) years	02		
	Details of HSE Policy, HSE Management System, Manual & Procedures being followed by the firm during Project Design & Execution.	01		
	Total Marks	100		

Note:

- a) A company/firm securing an overall score of at least 65 points shall be considered as qualified. The result will be displayed on OGDCL website.
- b) For evaluation of serial item No. 2 & 4 OGDCL officials can also visit office/engineering facilities of the firms/companies to verify and evaluate the capabilities (if required)

SUMMARIZED EVALUATION SCORING CRITERIA CATEGORY-3

Category/ Sub- category	CRITERIA	Marks		Requirement/Re ference
		Maxi- mum	Achie ved	
1	Company/Firm's Project experience during last 10 years	49		
	Applicant(s) have completed seven (07) similar projects of Preliminary feasibility / Techno-economic studies/ Conceptual studies / FEED studies, Revamping/ Relocation/ Capacity enhancement Projects/Brown Field modifications, Debottlenecking Studies, other Technical studies related to Oil & Gas field	49		
	Completed Six (06) projects studies.	42		
	Completed Five (05) project studies.	35		
2.	Evaluation of organization, personnel qualification and experience (detailed scoring break-up given below):	18		
2.1	Provide Organization Chart with a brief description of various functional units of your company	02		
2.2	Who will provide technical and non-technical support for the proposed works together with a brief write-up on how such support will be provided.	02		
2.3	List of Resume of Key Personnel who have required experience in doing similar type of projects.	01		
	7 years or more than 7 Years' experience with company/Firm (company employees)	08		
	Process Engineers 02 /01 nos.	02/01		
	Instrument/ Electrical Engineers 02 /01 nos.	02/01		
	Mechanical Engineers 02 /01 nos.	02/01		
	Civil Engineer 02/01 nos.	02/01		
	5 Years and more than 5 years (01 Score) / less than 5 years and up to 3 Years' experience (0.5 Score) with company/Firm (company employees)	05		
	Process Engineers 02 nos.	01/0.5		
	Instrument Engineers 02 nos.	01/0.5		
	Mechanical engineers 02 nos.	01/0.5		
	Electrical engineers 02 nos.	01/0.5		
	Civil engineers 02 nos.	01/0.5		

	Note: Documentary proof of employment record for each CV to be submitted			
3.	Organization, methodology approach proposed project schedule, conceptual detail etc.	03		
4	Office facilities/computers/licensed software/design engineering (detailed scoring break-up given below):	20		
4.1	Provide list of available computers/plotters/printers office equipment/hardware owned by your organization for designing & engineering, planning, project management, project monitoring supervision services	05		
4.2	Details of licensed design software for;	15		
	Process Simulation (Aspen HYSYS or Design-II)	05		
	Mechanical & Piping (Mechanical Caesar or Auto Plant or Pipe Phase or Pipeline Tool Box)	05		
	Electrical (ETAP)	02		
	Instrument (Calculus or Dialux)	02		
	Civil Design and Construction Auto CAD with 3D Modelling)	01		
5.	Financial standing/status of the firm	05		
	Audited statement of account for last three (3) years. Comfort letter from a bank to be enclosed	02		
	Firm's average turnover during last year:			
	Rs 5 Million or more	03		
	Less than Rs 5 Million and up to Rs 3 million	02		
	Less than Rs 3 and up to Rs 1.5 millions	01		
6.	Quality control / quality assurance and Health, Safety and Environment Management System	05		
	ISO Certification 9001:2015 or latest and HSE Certification ISO 14001 (EMS)/ISO 18000 (OHSAS)	02		
	HAZOP Studies (Conducted) at least 01 with independent 3 rd party chairman in last ten (10) years	02		
	Details of HSE Policy, HSE Management System, Manual & Procedures being followed by the firm during Project Design & Execution.	01		
	Total Marks	100		

Note:

- a) A company/firm securing an overall score of at least 65 points shall be considered as qualified. The result will be displayed on OGDCL website.

- b) For evaluation of serial item No. 2 & 4 OGDCL officials can also visit office/engineering facilities of the firms/companies to verify and evaluate the capabilities. (if required)

General Note (For all Categories 1, 2 & 3)

- I. After the qualification, tender enquiries will be sent only to qualified consultants.
- II. Qualified consultant will submit separate bid bond on case to case basis. Amount of bid bond will be specified in each tender enquiry.
- III. Service Order(s) will be awarded to technically qualified and financially lowest evaluated consultant Performance Bank Guarantee (PBG) equivalent to 10% of the Service order value have to be provided.
- IV. Draft services order terms are available at Annexure-A for future compliance

DRAFT CONTRACT

**CONTRACT NO. PROC-FC/CB/PROJ/QUALIFICATION-
NAME OF SERVICES**

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

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

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

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

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

AND WHEREAS, the Company invited bids for providing Name of Services through Tender Enquiry No. PROC-SERVICES/Case No..... and the Contractor / Consultant through its Bid Proposal No..... dated warrants and represents for providing efficient and reliable Name of Services

WHEREAS, the Contractor / Consultant is engaged in the business of rendering the desired services to various E & P companies and it hereby expresses its ability and willingness to provide the desired services along with necessary equipment, type of Contract.

NOW THEREFORE, in consideration of the promises and mutual undertaking and covenants hereinafter set forth, the Parties hereby agree as follows:

SECTION 1. SCOPE OF WORK

Description of Scope of Work (As described in TOR/Tender enquiry)

SECTION 2. TERM:

The initial term of this Contract shall be -----months/years from the date of 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 Invitation to Bid No. PROC-/ / / dated _____.
- (c) Company's LOI No. PROC-/ / / dated _____.
- (d) Contractor's letter dated _____.
- (e) Contractor's Bid Proposals No. dated _____.

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

SECTION 4. PRICING TERMS:

- 4.1 The Services under this Contract shall be rendered at an estimated Cost of _____ as detailed below:
- 4.2 All prices charged under this Contract shall remain firm during the period of this Contract and paid on actual work after deduction of taxes as per prevailing rates
- 4.3 All payments under this Contract shall be made at actual in equivalent Pak Rupees at official currency exchange rate prevalent on the date of payment. The Company shall use its best efforts to make payment as early as possible against duly verified invoices. However, any payment made after thirty (30) days shall not in any way attract any mark-up, interest, surcharge or charges, etc.
- 4.4 To avoid delay in payment, it is essential that the invoices shall:
 - (a) be duly signed and stamped and type-written in English.
 - (b) be identified by the Contract number.
 - (c) contain sufficient description of services provided by the Contractor.
 - (d) state the location of the Company where Services have been provided.
 - (e) state the period of Services, duly verified with sign and stamp of Head of Department.
 - (f) be precise and strictly in accordance with the Contract.
 - (g) contain any other information deemed essential either by the Contractor or by the Company.
 - (h) be submitted to Manager Accounts under intimation to SCM Department.

SECTION 5. TAXES

- 5.1. All taxes on the income or payments to the consultant arising, accruing or resulting under the contract, whether present or future, assessed or payable inside or outside Pakistan shall be the exclusive responsibility of the consultant or its sub-consultant(s). Company, in order to discharge its responsibilities as withholding agent shall withhold income tax from the payments to the consultant within the contract value at the rates applicable at the time of payments.
- 5.2. Sales tax on services is applicable in Pakistan under federal/provincial sales tax laws. The consultant being registered with respective federal/provincial revenue authority of Pakistan is entitled to charge applicable sales tax over and above its bid price and will be responsible for the payment of such sales tax to the respective revenue authority as per the prevailing federal/provincial sales tax laws. OGDCL being the withholding agent shall withhold sales tax from the consultant (whether registered or unregistered) as per respective sales tax withholding rules.

- 5.3. The Consultant shall be responsible for income tax and all other taxes levied on the Consultant's and its sub-consultant's expatriate personnel, their social security obligations and contributions regardless of whether such contributions are levied on employer or employee or both in Pakistan or outside Pakistan.
- 5.4. The above clauses relating to payment of taxes would prevail notwithstanding a contrary expression reflected in any other clause of the contract.

SECTION 6. ADJUSTMENT OF CONTRACT PRICE:

The Contract value (price) shall be subject to adjustment as a result of addition / reduction in scope of work. However, unit price quoted for such work shall be used as base price for computation of final invoice. Contractor should take approval for such changes in writing from the Company. Rates and quantum of any work, not covered in the scope of work shall be subject to approval of Company.

SECTION 7. CONTRACTOR'S OBLIGATIONS:

- 7.1 The Contractor warrants and represents that all Services along with necessary equipment provided under this Contract shall be in accordance with good industry practice and the Contractor shall use every reasonable means for efficient and timely performance and provision of the Services.
- 7.2 The equipments, tools and materials utilized by the Contractor in performance of this Contract shall be handled and utilized with due care and diligence and proper record of consumables etc. shall be maintained and made available to the Company upon request.
- 7.3 The Contractor shall secure and maintain during the performance of this Contract, all licenses, permits, authorization and certification required under the laws of Pakistan and applicable to Contractor. Company has the right to inspect such licenses, permits, authorization and certificates and the Contractor shall forthwith comply with such request.
- 7.4 Contractor shall employ and depute for the execution of Services, persons who are careful, skilled and experienced in their profession. The Company' shall have the right to ask the Contractor to replace any person employed by the Contractor for execution of Services who, in the sole opinion of Company, misbehaves, is incompetent or negligent in the performance of his duties or fails to conform with any particular provisions with regard to safety which may be set out in the Contract, or any conduct which is prejudicial to safety or health, and such person shall not be employed again for the Services without the permission of the Company.
- 7.5 Contractor and its personnel shall, when using Company's premises, adopt and observe all safety, security, fire and health measures and comply with all reasonable directions relating to health and safety rules and emergency evacuation plans as notified or as directed by the Company.

SECTION 8. DECLARATION:

- 8.1 The Contractor hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Company through any corrupt business practices.
- 8.2 Without limiting the generality of the foregoing, the Contractor represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone

and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, Contractor, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from the Company, except that which has been expressly declared pursuant hereto.

- 8.3 The Contractor certifies that it has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with the Company and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.
- 8.4 The Contractor accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to the Company under any law, Contract or other instrument, be voidable at the option of the Company.
- 8.5 Notwithstanding any rights and remedies exercised by Company in this regard, the Contractor agrees to indemnify Company for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Company in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback paid by the Contractor as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Company.

SECTION 9. PERFORMANCE BOND/SECURITY DEPOSIT:

consultant / bidder shall provide to the Company, within fifteen (15) days of the award of the Contract, OGDCL shall require the successful bidder to furnish a performance bond issued from Scheduled Bank of Pakistan or a foreign bank operating/having branch in Pakistan with "AA" rating. The performance bond percentage not exceeding ten percent (10%) of the PO/contract amount (exclusive of General Sales Tax / PST) strictly in accordance with the format given in 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 wilful 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.
- 10.4 Gross Negligence or Wilful 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 Wilful 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."
- 10.5 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. The total liability shall be capped to 100% of contract value.

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 engineering consultancy 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 up to maximum extent of 10% of the contract value.
- 12.2 In case the purchaser is satisfied that the delayed/defective services/shipment was due to some mistake or circumstances beyond the control of the contractor and the contractor has not intentionally or negligently contributed in the delay, the purchaser may impose Liquidated Damages for not more than a sum equivalent to 0.5% of the delayed or defective shipment per week or part thereof for first two weeks, 1.00 per week for next three weeks and 1.5% per week exceeding five weeks but not exceeding 10% of the contract value of the delayed/defective shipment provided that the Contractor takes immediate remedial measures for the replacement of defective shipment and takes prompt steps to mitigate the delayed. The Purchaser may however, impose Liquidated Damages as per clause 12.1 above if the delayed or defective shipment/ services has affected the project completion schedule or has resulted in Production losses.
- 12.3 Even after imposition of LDs, if the supplier fails to materialize the delivery (material and or services); the Purchaser reserves the right to cancel Purchase Order/Contract/LC and forfeit the Guarantee (if applicable) after intimating the supplier for such cancellation/forfeiture.

SECTION 13. PATENT RIGHTS:

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

SECTION 14. DIRECTIONS:

The Contractor and its personnel must, when using Company's premises, adopt and observe all safety, security, fire and health measures and comply with all reasonable directions relating to

health and safety rules and emergency evacuation plans as notified or as directed by the Company or its representative.

SECTION 15. CONFIDENTIALITY:

- 15.1 Any data provided by the Company or which the Contractor or its employees have access to, or which they acquire directly or indirectly under this Contract or during the performance of this Contract, shall be deemed Confidential Information. Duplication or disclosure of such Confidential Information by Contractor or any one claiming through it without the prior written consent of the Company is strictly prohibited. All Confidential Information shall be the sole property of the Company. The Contractor hereby agrees not to disclose said data, information, any interpretations thereof, or data derivative there from or any information relating to Company's facilities, installations and operations etc. to unauthorized parties or person. This Section also applies to any sub-consultant, assignee or consultants used by the Contractor. The obligations under these provisions shall survive the termination or expiry of this Contract.
- 15.2 Neither the Contractor nor any of its employees shall, except with the prior written consent of the Company, take ground or aerial photographs of the site, rig, installation or existing facilities of the Company.
- 15.3 The Contractor further undertakes that it shall not, except with the prior written consent of the Company:
- i) make any reference publicly, whether to the press or in books, brochures, internal publications, publicity material, magazines and periodicals or by advertisement through radio, television or films or by any other medium relating to:
 - a) the Contract or its terms and conditions,
 - b) the nature or extent of Services carried out by the Contractor,
 - c) the method, materials, or equipment used and personnel employed, or
 - d) any other Company information in the possession of the Contractor.
 - ii) disclose or convey any of the matters or information referred to in (i) above to any employees of the Contractor not directly concerned with the Contract.

SECTION 16. DEFAULT:

- 16.1 If the Contractor is unable or unwilling to perform its Services in accordance with terms of the Contract, the Company may obtain conforming Services from other sources, in which case, the Contractor shall be liable to the Company for the increased cost, if any, incurred by the Company for procuring such Services from other sources.
- 16.2 The Contractor shall also be in default under the Contract if the Contractor (a) fails to fully and timely perform any of its material obligations under the Contract (b) becomes insolvent or seeks relief under the bankruptcy laws.

SECTION 17. ARBITRATION:

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

SECTION 18. TERMINATION:

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

SECTION 19. FORCE MAJEURE:

- 19.1 "Force Majeure" shall mean an unforeseeable event that impairs the ability of the Party affected by it to wholly or partially perform its obligations under this Contract. In the event of either party hereto being rendered unable, wholly or in part, by Force Majeure circumstances to carry out its obligations under this Contract, then such party by giving notice with satisfactory evidence of such Force Majeure circumstance(s) relied upon, the obligations of the party giving such notice so far as they are affected by such Force Majeure shall be suspended for the period during which the party, is rendered unable as aforesaid, but for no longer period. However, such notice must be given within fourteen (14) days of occurrence of Force Majeure event. The terms Force Majeure as employed herein, shall include but not be limited to acts of God or war, war whether declared or undeclared; acts of terrorism or sabotage, or public enemy; riots and insurrection; civil commotion; revolution; embargo, blockade, invasion or act of foreign enemies; epidemic; landslide, lightning, earthquake, loss of well, reservoir failure, change of law or policy; or any other cause beyond the control of the affected Party which materially and adversely affects the performance by such Party of its obligations under or pursuant to this Contract, other than to make payments due hereunder, acts of enemies, civil insurrection, fires, floods, earthquakes or other physical disasters, order or request of Government, blockade or embargo. It is however, clarified that strikes, lockouts, shortage or non-availability of raw materials, rains disturbances, other labour disputes or non-availability of transport shall not be included in the term "Force Majeure". During the established period of Force Majeure as contained hereinabove, the Contractor shall not be entitled to payment for Services and the Company shall not impose penalty.
- 19.2 In case the Force Majeure contingencies last continuously for more than one month, both parties will agree on the necessary arrangement for the further implementation of the contract. In case further implementation is unforeseeable and impossible, both parties shall arrange for the termination of the Contract, but without prejudice to their right and obligations prior to such termination it being understood that each party shall fulfil 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/Consultant 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/Consultant 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 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 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/Consultant 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/Consultant 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/Consultant 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/Consultant 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/Consultant 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:

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	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: **General Manager SCM**
Oil & Gas Development Company limited
OGDCL House, Jinnah Avenue, Sector F-6
Blue Area, Islamabad, Pakistan
Telephone: 0092 - 51-920023540/
Email:

To the Contractor: Mr. _____.
M/s _____.

Address:- _____
Telephone: 0092 -
Email:

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 _____