



OIL & GAS DEVELOPMENT COMPANY LIMITED
PROCUREMENT DEPARTMENT (LOCAL), ISLAMABAD
SCHEDULE OF REQUIREMENT

Material :Supply of 96,000 M.Tons barite powder for three years

Due Date:

Tender Enquiry No: **PROC/LF/PT/18620/21**

Bid Bond Value : RS.6,000,000.00

EVALUATION WILL BE CARRIED OUT ON FULL

Attachment(if any) : YES

Sr No	Description	Quantity	Make/Brand offered	Unit	Unit Price (PKR) Inclusive Of All Taxes Except GST	Unit Price (PKR) Inclusive of GST	Total Price (PKR) Inclusive of GST	Delivery Period Offered	deviation from Tender Spec. If Any
1	BARITE POWDER (2022-2023)	32000		Metric Ton					
2	BARITE POWDER (2023-2024)	32000		Metric Ton					
3	BARITE POWDER (2024-2025)	32000		Metric Ton					

Special Note: The prospective bidders also download the master set of Tender Document

- The prospective bidders may keep in touch with OGDCL web site for downloading the clarifications/amendments (if any) issued by OGDCL.
- BID VALIDITY 180 DAYS FROM TECHNICAL BID OPENING.PAYMENT AFTER DELIVERY WITH PART DELIVERY PART PAYMENT. DELIVERY ON EX-FACTORY BASIS ON AS & WHEN REQUIRED.



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Mandatory Checklist

Please confirm the compliance of the following mandatory information along with the bid(s) (failing which bids(s) will not be accepted)

Documents	To be Attached with the Technical/Financial Bids	Compliance	
		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Original Bid Bond	Technical Bid	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Copy of NTN Certificate	Technical Bid	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Copy of GST Certificate	Technical Bid	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Confirmation that the Firm is appearing on FBR's Active Taxpayer List	Technical Bid	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Duly signed and stamped Annexure-A (Un-priced)	Technical Bid	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Duly filled, signed and stamped Annexure-B	Technical Bid	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Duly filled, signed and stamped Annexure-D	Technical Bid	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Duly filled, signed and stamped Annexure-L on Company's Letterhead	Technical Bid	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Duly signed and stamped Annexure-M on Company's Letterhead	Technical Bid	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Duly signed and stamped Annexure-N on Non-Judicial Stamp Paper duly attested by Notary Public	Technical Bid	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Duly filled, signed and stamped Annexure-A (Priced)	Financial Bid	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Duly filled, signed and stamped Annexure-C	Financial Bid	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Duly filled, signed and stamped Annexure-E	Financial Bid	Yes <input type="checkbox"/>	No <input type="checkbox"/>



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For the Vendors/Contractors who opt to submit Bank Draft/Call Deposit/Pay order against Bid Bond/Performance Bond, our Accounts Department has finalized an arrangement for online payment to such Vendors/Contractors, which will be processed through (IBFT & LFT) for which following information is required:

i.	IBAN No. (International Bank Account Number 24 Digits)	
ii.	Vendor Name as per Title of their Bank Account	
iii.	Contact No.of Company's CEO/ Owner (Mobile & Landline)	
iv.	Bank Name.	
v.	Bank Branch Name and Code	

Name, Sign and Stamp of the authorized official of the Bidder(s) _____

TECHNICAL SPECIFICATIONS SHEET OF
BARITE POWDER

Barite is the largest consuming item among the mud additives and is used as weighting agent in the drilling fluid for controlling the subsurface formation pressure during drilling as well as work-over operations.

Each bidder should invariably mention the exact value of the properties of their quoted product. Only to write "conforming to" or "OK" will not be sufficient.

A) TECHNICAL SPECIFICATIONS

SR. NO.	PHYSICAL PROPERTIES	REQUIRED SPECIFICATIONS	EXACT VALUE OF THE OFFERED PRODUCT
01.	Density	4.20 g/cm ³ (Minimum)	
02.	Water Soluble Alkaline Earth Metals as Calcium	250 mg/Ltr. (Maximum)	
03.	Residue on US Sieve No. 200 (Wet screen analysis)	3% by weight (Maximum)	
04.	Residue on US Sieve No. 325 (Wet Screen analysis)	5% by weight (Minimum)	

B) NECESSARY DATA

SR. NO.	DESCRIPTION	TO BE FILLED IN BY THE BIDDER
01.	Name of Bidder	
02.	Complete address, telephone, e-mail and fax numbers of bidder	
03.	Name of the Mine Owner (Producer) / Leaser	
04.	Name of Authorized Signatory of Mine Owner (Producer) / Leaser.	
05.	Complete address, telephone, e-mail and fax number of Mine Owner (Producer) / Leaser.	
06.	Website of the quoted Mine Owner (Producer) / Leaser.	

Muhammad Ali
E.D. Petrochem.
Ext: 3503

07.	Name, Designation, Phone / fax and e-mail of contact person of quoted Mine Owner (Producer) / Leaser.	
08.	Brand name of Product	
09.	Minimum shelf life of the quoted product.	
10.	Annual Production Capacity (with Documentary Proof)	

C) Names of clients/ sales achievements (Oil & Gas Sector only) other than OGDCL to whom supplied the quoted product (not less than 1,000 M.Ton/ Year), including at least **02 (Two)** companies to whom supplied the quoted product in bulk quantity (not less than 10,000 M.Ton / Year) with contract numbers and quantities during the last Ten (10) years commencing from year 2012 as a proof of Ten years' experience. OGDCL, if required, may demand verification.

Sr. No.	Names of Clients with Address, Telephone Nos. and E-Mail	Contract / Purchase Order Nos. with date	Quantity Supplied (M.Ton)

D) **NECESSARY ATTACHMENTS:**

01	Product Data Memorandum in original printed by Mine Owner (Producer) / Leaser.	Attached/ Not attached
02	Material Safety Data Sheets in original printed by Mine Owner (Producer) / Leaser.	Attached/ Not attached
03.	Valid API Certificate for the production of API Barite.	Attached/ Not attached
04	Original authority letter issued by Mine Owner (Producer) / Leaser to the bidder for quoting their product	Attached/ Not attached
05	Valid authentic certificate as a proof for ownership of the Mine / Lease for the quoted product from any Govt. Authority / Chamber of Commerce.	Attached/ Not attached
06	Company profile with manufacturing capability/ capacity & experience of last 10 years.	Attached/ Not attached
07	2 Kg sample of offered product.	Provided/ Not provided

E) **PACKAGING FOR BARITE POWDER:**

Barite Powder should be packed in 1.0 / 1.5 M. Ton export quality new jumbo bags having thick, high density inner polythene liner for rendering the material completely moisture proof. The loops for lifting bags must be from top to bottom and capable to lift 1.0 / 1.5 M.Ton material. The packaging of the Barite Powder should be of international standards and capable to safe transportation during road journey from factory to OGDCL Stores & Stores to well site and to withstand prolonged & harsh weather conditions at the storage points and at the well sites / locations.


F) **MARKING:**

Each bag should have clearly legible marking, as given below;

- (a) Name of the product.
- (b) Name of the Mine Owner (Producer) / Leaser
- (c) Date/month/ year of production
- (d) Minimum shelf life
- (e) Supply order number against which supplies are made.
- (f) Lot No._____/ Batch No._____.

G) **INSTRUCTIONS TO THE BIDDERS/ TERMS & CONDITIONS:**

1. **Evaluation Criteria** is full consignment wise basis and contract would be signed with Technically Responsive and Financially Lowest bidder.
2. The Mine Owner (Producer) / Leaser of the quoted product must be an **API certified** producer and have minimum **10 years'** experience of producing/ processing/ manufacturing & supplying of indented chemical to Oil & Gas Sector specifically, duly supported by valid authentic **Certificate** as a proof for Mine Owner (Producer) / Leaser of the quoted products.
3. **Minimum shelf life** of the quoted products **should not be less than 03 years.**
4. Technical Specifications Sheet of the quoted products duly filled-in must be enclosed in the technical bid.
5. Technical bids will be evaluated, keeping in view the track record of **Bidder & Mine Owner (Producer) / Leaser** and the bids will be declared technically non-responsive if the previous performance of any of the stated entities, all the associated subsidiary undertaking whether by way of common directorship, common management and control share holding or direct or indirect control through directors prove to be unsatisfactory and accordingly stand disqualified from participating in OGDCL tenders or contracts.
6. An authority letter in original issued by the Mine Owner (Producer) / Leaser for allowing the bidder to quote their product for this particular tender enquiry, duly signed/stamped, must be attached with the technical bid in case the bidder is not manufacturer.
7. All the bidders must have to provide/ submit the **2 Kg sample** of the quoted product along with technical bids at the time of bid submission.

8. OGDCL average annual consumption is approximately 25,000 - 32,000 M.Ton per year. However, the quantities of indented material can be increased or decreased at the time of finalization of case according to the requirement.
9. The production capacity of mill/ factory must be minimum of 50,000 M.Ton per year. Bidders must submit documentary proof along with technical proposal.
10. The contract will be valid for three years period commencing from 01-07-2022 to 30-06-2025 on as & when required basis, as per operational requirement and on Ex-Factory Basis.
11. All the bidders must have to quote their Ex. Mill/ Ex. Factory rates for per M.Ton Barite Powder, inclusive of all taxes, for 03 fiscal year contract period as per Financial Bid Format and the rate quoted for each fiscal year will remain valid for that period.
12. The quantities mentioned in the financial bid format are for evaluation purpose. During the execution of contract period, actual order of the quantities can be increased or decreased depending upon the OGDCL operational requirement within the value of contract.
13. The Financial Evaluation will be carried out on **"Full Consignment Wise"** as per Financial Bid Format of Ex-Mill / Ex-Factory Basis.
14. Payment will be made as per actual quantity procured /supplied and against verified invoices
15. Payment after Delivery & inspection (Part Delivery Part Payment) as per actual and against verified invoices.
16. Loading of the Barite Powder at Mill / Factory shall be responsibility of the bidder, while unloading at the destination shall be responsibility of OGDCL.
17. All the bidders must have to submit the Bid Bond amount PKR 6.0 Million (Pak Rupees Six Million only) alongwith with technical bid.
18. The successful bidder must submit Performance Bank Guarantee to OGDCL which will be 1% of contract value and will be kept with OGDCL throughout the contract period.
19. OGDCL shall place Local Purchase Order to the successful bidder from time to time on as & when required basis for delivery of Barite Powder during the execution of contract.
20. The supplier will have to provide the demanded quantity of the material within 10 days after receiving written notice of delivery from OGDCL.
21. Prior to supply of the material, if OGDCL intends, the supplier of the product shall have to arrange physical inspection of the material from purchaser representative (Indenting Department) of the ready stock of material for supply to OGDCL. For the confirmation of technical specifications, the drawn representative sample may be tested at OGDCL Lab. 

22. The final acceptance of the requisite consignment will be made after physical inspection of consignment & Lab analysis of representative sample drawn after its delivery at OGDCL Store for conformance to technical specs of tender documents. The lab analysis will be undertaken at OGDCL own or any other third party reputable lab of OGDCL choice and acceptance of the results will be binding over the supplier.
23. Material must have to be lifted back by the vendor if found not as per technical specification of this particular tender enquiry even after its receipt at the base stores and have to replace with the material conforming to technical specifications with no extra cost to OGDCL.
24. If any of the information provided by the bidders proves wrong or any counterfeited/unlawful document is submitted to mislead, OGDCL reserves the right to disqualify such bids without further assigning any reason.

**FINANCIAL BID FORMAT FOR PROCUREMENT OF BARITE
POWDER ON EX-FACTORY BASIS FOR THREE YEARS
CONTRACT PERIOD W.E.F 01-07-2022 TO 30-06-2025**

Sr. No.	Contract Period as per Fiscal Year	Estimated Quantities of Barite to be procured during each year (M.Ton) (a)	Ex-Mill / Ex-Factory Unit Price Per M.Ton Inclusive of All Taxes Except GST Pak Rs.	Ex-Mill / Ex-Factory Unit Price Per M.Ton Inclusive of All Taxes and GST Pak Rs. (b)	Ex-Mill / Ex-Factory Total Price Inclusive of All Taxes and GST Pak Rs. c = (a) x (b)
(1)	01-07-2022 TO 30-06-2023	32,000	To be quoted by each bidder	To be quoted by each bidder	c(1)
(2)	01-07-2023 TO 30-06-2024	32,000	To be quoted by each bidder	To be quoted by each bidder	c(2)
(3)	01-07-2024 TO 30-06-2025	32,000	To be quoted by each bidder	To be quoted by each bidder	c(3)
Total Ex-Mill / Ex-Factory price for three years inclusive of all Taxes and GST (Pak. Rs.)					c(1) + c(2) + c(3)

Note:

- (i) The quantities mentioned in the financial bid formats are for evaluation purpose only which can be increased or decreased depending upon the operational requirement.
- (ii) The rate quoted for each fiscal year will remain valid for that period.
- (iii) Payment will be made as per actual and against verified invoices.


Muhammad Amir Sa
10/06/2022

CONTRACT NO. _____
FOR PURCHASE OF BARITE POWDER

THIS **Contract for Purchase of estimated quantity of _____ M.Tons Barite Powder** is made at Islamabad as of this _____ day of August, 202_ by and between **Oil & Gas Development Company Limited** a public limited company incorporated under Companies Ordinance, 1984 having its registered office at OGDCL House, Jinnah Avenue, Sector F-6, Blue Area Islamabad (hereinafter referred to as the "OGDCL/Company" which expression shall include its successors, nominees and permitted assigns) being party of the ONE PART and **M/s Contractor** having its registered office at address _____ (hereinafter referred to as the "BME/Contractor" which expression shall include its successors, nominees and permitted assigns) being party of the OTHER PART

WHEREAS, the Contractor and Company shall hereinafter, if the context so requires, be individually referred to as a "**Party**" and collectively as the "**Parties**".

WHEREAS, The Company is desirous to *purchase Barite Powder* under Agreement for a period of three years effective from **01st July, 2022 to 30th June, 2025.**

AND WHEREAS, the Company invited bid for purchase of **Barite Powder** through Tender Enquiry No.**PROC/LF/PT/D(C&S)-18620/21** and the Contractor through its Bid No.____ dated _____ warrants and represents for *sale of Barite Powder.*

WHEREAS, the Contractor is engaged in the *business of Mining and Grinding of Barite (API Standard) as per SOR Annexure A of Tender Document* and it hereby expressed its ability and willingness to supply the desired Barite Powder as per SOR of the Tender Document No. PROC/LF/PT/D(C&S)-18620/21.

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

1) TERM:

The duration of this Contract shall be THREE (03) years effective from 1st July, 2022 till 30th June, 2025 unless otherwise terminated earlier under the provisions hereof.

2) CONTRACT DOCUMENTS:

- a) The following documents shall be deemed to form and be read and construed as integral part of this Contract:
 - i) This Contract.
 - ii) Company's LOI and its acceptance by M/s _____.
 - iii) Company's Tender documents.
 - iv) Contractor's Technical and Financial bids and all correspondence/ clarifications/ confirmations made thereafter.
- b) Any inconsistency between the above documents of this Contract shall be resolved by giving precedence in the order in which they are listed above.

3) PRICING TERMS:

Following are the agreed/ approved rates:

Year	Price per M.Ton (Ex-Factory) inclusive of all taxes except GST PKR	Price per M.Ton (Ex-Factory) inclusive of all Taxes & GST PKR
2022-23		
2023-24		
2024-25		

The Total cost of estimated quantity of _____ M.Tons of Barite Powder as per Tender document comes to Rs. _____ (Rupees _____ Only) inclusive of all taxes & 17% GST on ex-factory basis.

4) FREIGHT CHARGES:

- a) The Contractor will not have any objection if transport is arranged by OGDCL for lifting of Barite from its Factory/Mill.
- b) If The Contractor arranges transport for lifting of Barite from Ex-mill, then Contractor will obtain at least three quotations from the transporters and transport will be arranged after conveying to the Contractor regarding approval of rates from OGDCL Management.
- c) Freight charges will be paid at actual approved rate by OGDCL Management direct to transport contractor, by Chief Accountant (Fields) Accounts Department (Head Office) after the endorsement of concerned incharge location.

5) DELIVERY:

- a) All Purchase Orders of Barite Powder shall be placed by OGDCL in writing from time to time on "as & when required basis" for delivery of Barite Powder during currency of the contract.
- b) Loading of the Barite Powder at The Contractor Factory/Mill, shall be the responsibility of The Contractor while unloading of the Barite Powder at the destination shall be responsibility of OGDCL.
- c) The Contractor will have to provide the demanded quantity of the material within 10 days from the date of issuance of written request, subject to transportation of Materials from factory location to the delivery location.
- d) Replacement of rejected materials in any case within on your own expense if the same is found damaged / leaked in packing after physical inspection at the delivery locations.

6) TAX & DUTIES:

- a) Income Tax will be deducted by OGDCL at source according to prevailing rate prescribed by the Govt. of Pakistan. Tax will not be deducted on submission of valid exemption certificate by Contractor issued by the Income Tax Authorities.

- b) All taxes on the income or payments to the Contractor arising accruing or resulting under the Purchase Order(s) whether present or future, assessed or payable, inside or outside Pakistan shall be the exclusive responsibility of the Contractor (s). Company, in order to discharge its responsibilities as withholding agent shall withhold income tax from the payments to the Contractor (s) within the Purchase Order value at the rates applicable at the time of payments.
- c) GST on goods and PST on allied services is applicable in Pakistan under federal/provincial sales tax laws. The Contractor (s) being registered with respective federal/provincial revenue authority of Pakistan is entitled to charge applicable sales tax over and above it's 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 from the Contractor (s) (whether registered or un-registered) shall withhold, wherever applicable, as per respective sales tax withholding rules.
- d) The Contractor shall be responsible for income tax and all other taxes levied on the Contractor (s), their social security obligations and contributions regardless of whether such contributions are levied on Purchaser in Pakistan.
- e) THE Contractor shall keep the OGDCL informed of the steps taken by it to discharge the tax obligations under the Purchase Order(s) and provide supporting documents whenever required by the OGDCL.
- f) THE Contractor shall indemnify the OGDCL against any claim which might occur due to non-compliance by the Contractor (s) of any legal obligation regarding taxes, duties, fees, levies, or other charges, including taxes on income and sales tax in Pakistan and any other payments due to the Federal or Provincial Governments, their agencies or any other relevant authority.
- g) Under the auspices of COMPANY, the Contractor shall be exempt from customs duties in excess of 5% and valorem leviable under first Schedule to the Pakistan Customs Act 1969 and the whole of sales tax leviable under Sales Tax Act, 1990 on import of consumable and or non-consumable materials, machinery & equipment not manufactured locally and or in excess of 10% ad valorem as are manufactured locally required for operations under this Purchase Order as per the provision given under SRO 678(I)/2004 and any changes thereto that may come into effect from time to time.
- h) All clearing and brokerage charges incurred shall be to the account of The Contractor.
- i) The above clauses relating to payment of taxes would prevail notwithstanding a contrary expression reflected in any other clause of the Purchase Order.
- j) Any increase or decrease in the rate of taxes except withholding income tax by the Government of Pakistan shall be on OGDCL's account.

7) PAYMENT TERMS:

All the payments of Barite Powder shall be made after delivery with part delivery part payment as per mechanism mentioned in Clause 5 of the terms and conditions of the Local Purchase Order which shall be issued from time to time under this Contract.

8) PACKAGING:

Barite Powder should be packed in 01/1.5 M.Ton export quality new jumbo bags having thick, high density inner polythene liner for rendering material completely moisture proof. The loops for lifting bags must be from top to bottom and capable to lift 1.0/1.5 M.Ton material. The packaging of the Barite Powder should be of international standards and capable to safe transportation during road journey from factory to OGDCL Stores & Stores to well site and to withstand prolonged & harsh weather conditions at the storage points and at the well sites / locations.

9) MARKING:

- a) Each Bag should have clearly legible marking, as given below:
 - i) Name of the product.
 - ii) Name of the Mine Owner (Producer) / Leaser
 - iii) Date/month/ year of production
 - iv) Minimum shelf life
 - v) Supply order number against which supplies are made.
 - vi) Lot No._____/ Batch No._____.

10) 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 Supply.

11) CONTRACTOR'S OBLIGATIONS:

- a) The Contractor warrants and represents that all Supply of Barite Powder provided under this Contract shall be in accordance with good industry practice as per the specifications mentioned in Purchase Order(s) to be issued from time to time and the Contractor shall use every reasonable means for efficient and timely performance of the Contract.
- b) 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.
- c) The Contractor shall employ and depute for the execution of Supply of Barite Powder, 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 Contract 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 Supply of Material without the permission of the Company.
- d) The 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.

12) INDEMNITIES:

- a) 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.
- b) 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.

13) PERFORMANCE BOND:

- a) The Contractor shall provide to the Company, within fifteen (15) days after issuance of Letter of intent (LOI), a Performance Guarantee in the form of an irrevocable, independent, unconditional, direct obligation of the bank and on first and simple demand guarantee as per clause No.10.1 of the tender document equivalent to 10% (Ten percent) of the total contract value in Pak Rupees/US\$ strictly in accordance with the format of Performance Bank Guarantee given in tender document to cover and secure the Contractor's faithful performance and execution of this Contract.
- b) The charges and expenses payable in connection with the issuance, extension, renewal and maintenance of the Performance Bond shall be solely borne and paid by the Contractor. The Performance Bond shall be valid and shall be maintained in full force for Fifteen (15) 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, partial or whole.
- c) In-case the bidder fails to fulfil agreed Tender / Contract Terms and Conditions, the bidder shall be liable to pay liquidated damages as per terms and mechanism agreed in the contract. Where any loss or damage suffered by OGDCL due to any act of the bidder is more than the liquidity damages, the company will be entitled/ recover the losses through encashment of Bank; Guarantee(s).

14) CONFIDENTIALITY:

- a) 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 agreed 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.
- b) 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.
- c) 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 Supply 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.
 - (e) 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.

15) DEFAULT:

- a) If The Contractor is unable or unwilling to perform its supply of material in accordance with terms of the Contract, the Company may obtain conforming material 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 material from other sources.
- b) 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.

16) ARBITRATION:

- a) 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.
- b) 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 amicably. 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 under Arbitration Act 1940. 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 if 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. The award of Arbitrators or Umpire shall be final and binding on both the parties.
- c) 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.
- d) 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.

17) FORCE MAJEURE:

- a) "Force Majeure" shall mean an unforeseeable event that impairs the ability of the Party affected by it to wholly or partially perform its obligations under this Contract. In the event of either party hereto being rendered unable, wholly or in part, by Force Majeure circumstances to carry out its obligations under this Contract, then such party by giving notice with satisfactory evidence of such Force Majeure circumstance(s) relied upon, the obligations of the party giving such notice so far as they are affected by such Force Majeure shall be suspended for the period during which the party, is rendered unable as aforesaid, but for no longer period. However, such notice must be given within fourteen (14) days of occurrence of Force Majeure event. The terms Force Majeure as employed herein, shall include but not be limited to acts of God or war, war whether declared or undeclared; acts of terrorism or sabotage, or public enemy; riots and insurrection; civil commotion; revolution; embargo, blockade, invasion or act of foreign enemies; epidemic; landslide, lightening, earthquake, loss of well, reservoir failure, change of law or policy; or any other cause beyond the control of the affected Party which materially and adversely affects the performance by such Party of its obligations under or pursuant to this Contract, other than to make payments due hereunder, acts of enemies, civil insurrection, fires, floods, earthquakes or other physical disasters, order or request of Government, blockade or embargo. It is however, clarified that strikes, lockouts, shortage or non-availability of raw materials, rains disturbances, other labour disputes or non-availability of transport shall not be included in the term "Force Majeure". During the established period of Force Majeure as contained hereinabove, the Contractor shall not be entitled to payment for Supply and the Company shall not impose penalty.
- b) 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.

18) CERTIFICATION:

- a) The Contractor hereby warrants and undertakes that all kinds of licenses, permits, authorizations and certifications required under the laws of Pakistan and applicable to the Contractor are intact, valid and possessed by the **CONTRACTOR** 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 shall forthwith comply with such inspection on demand.

19) TERMINATION:

- a) 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.
- b) 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 Supply under the Contract with such exceptions, if any, specified in the notice of termination. The Company shall pay the Contractor for all Supply performed and obligations incurred prior to the date of termination in accordance with the terms of the Contract.

20) INSURANCE DEMURRAGE:

- a) 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:
 - i. Worker's compensation insurance covering all employees, engaged directly or indirectly in the performance of the Supply in accordance with the applicable statutory requirements of the state or nation having jurisdiction over such employees.
 - ii. All risk insurance cover for the Supply, Equipment, vehicle including without limitation Equipment and machinery and other materials, if any supplied hereunder by the Contractor.
 - iii. 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.
 - iv. 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.
- b) 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.

21) ASSIGNMENT:

The Contractor shall not sub-contract 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.

22) 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.

23) 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.

24) GOVERNING LAW:

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

25) ERADICATION OF CORRUPTION:

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

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

On behalf of OGDCL

On behalf of M/s Supplier

Signature_____

Signature_____

Name_____

Name_____

Position_____

Position _____

Witness_____

Witness_____

Witness_____

Witness_____