

**OIL & GAS DEVELOPMENT COMPANY
LIMITED**



TENDER ENQUIRY NO. PROC-SERVICES/CB/ML-3283/2018

HIRING OF MUD LOGGING SERVICES



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

OGDC HOUSE
JINNAH AVENUE,
ISLAMABAD – PAKISTAN

PHONE :+92-51- 92002 3780
EMAIL: ejaz_rizvi@ogdcl.com
POST CODE : 44000

**SUBJECT: LETTER FOR INVITATION TO BID FOR HIRING OF MUD
LOGGING SERVICES**

1. INTRODUCTION

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

2. OBJECTIVE

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

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

4. PROSPECTIVE BIDDERS SHOULD PARTICULARLY NOTE THAT:

4.1 Bids will be accepted only if the materials / services and supplies being offered are produced and manufactured in the country(s) maintaining bilateral relations with Pakistan. Bidder (s) participating in bidding process for provision of service (s) to OGDCL should invariably be registered with Provincial Revenue Authority at the time of submission of its bid to OGDCL.

4.2 Each bid valid for minimum 180 days from the date of opening of the bids must be accompanied by a Bid Bond in the form of a cash

deposit receipt (CDR), a Bank Draft or a Bank Guarantee issued by scheduled Bank of Pakistan or a branch of foreign bank operating in Pakistan, except NIB Bank, for an amount mentioned in clause#31 and valid for 210 days from the date of opening of bids. The Bank Guarantee will be issued by a scheduled Bank, except NIB Bank, in accordance with the format as per Annexure-B of the tender Documents. Bid Bond will not be acceptable with the banks whose market price per share is quoted below the par value at the stock Exchange

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

Bids must be delivered / dropped in the tender box / OGDCL reception at time & date mentioned in Press Tender Notice” at the following address:-

Manager (SCM) Services

Oil & Gas Development Company Limited
Supply Chain Management Department
OGDCL House, Jinnah Avenue, Islamabad (Pakistan)
Phone No. 92-51-920023780/ 3652
Email: ejaz_rizvi@ogdcl.com

10. OPENING OF BIDS

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

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

12. TWO ENVELOPE BIDDINGS

1. Bids against this tender are invited on **Single Stage Two Envelope Bidding Procedure**; therefore, the bidders shall submit original and copy of their Technical and one original Financial bid.
 2. Tender Annexure to be added in both the bids; UN-Priced with technical Bids & Priced with Commercial Bids.
 3. Both the bids shall be submitted simultaneously in separate sealed inner and outer envelopes. The envelope containing Technical Bid must be marked clearly **“Technical Bid”** and containing Financial Bid must be marked clearly **“Financial Bid”** along with indication on the envelopes as **“ORIGINAL”** and **“COPY”**.
- 13.** The Technical Bid will be opened at first and evaluated. The Financial Bid of only those bidders will be opened who are declared technically Responsive.
- 14.** The Financial Bid must be complete in all aspects and comparable. Conditional Prices and/or Prices mentioned other than Rate Format/Financial Evaluation Criteria, may not be accepted. In case, the Bidder is not charging any rate and/or the rates are not applicable, Zero (0) must be clearly mentioned.
- 15.** The contract / service order will remain valid till completion of job / period specified in Terms of Reference (TOR) at Annexure “A”. Any extension in validity of contract / service order will be subject to written mutual consent of both the parties.
- 16.** The interested bidders must confirm their willingness to submit bid proposals at least ten (10) working days before the last date for bid submission, giving complete mailing address, email etc.
- 17.** No alternation in OGDCL’s uploaded tender documents is allowed. Any attempt for alteration/amendment in the tender documents may lead to disqualification of the bidder.

- 18.** The Bank Guarantee, in any form, issued by NIB Bank shall not be accepted.

MANAGER (SCM) SERVICES

OIL & GAS DEVELOPMENT COMPANY LIMITED
PHONE: 0092-51-92002 3780
Email: ejaz_rizvi@ogdcl.com

INSTRUCTIONS TO BIDDER

1. PROSPECTIVE BIDDERS SHOULD PARTICULARLY NOTE THAT:

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

2. THE BIDDING DOCUMENTS COMPRISE OF THE FOLLOWING:-

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

- i) Date Summary Sheet to be attached with financial bid (Annexure-**H**)
- j) Draft Contract /Draft Service Order (Annexure-**I**)

3. TIME AND PLACE FOR SUBMISSION OF BIDS

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

4. OPENING OF BIDS

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

5. PREPARATION OF PROPOSAL

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

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

(i). Requested information/ sheets, in full with reference to the instructions given in **Terms of Reference/ Scope of Work** at Annexure-**"A"**.

(ii). Background, organization and experience of bidding firm and of any firm that would be associating with for the purpose of providing the services for this project/contract. A list of past and present major work(s) of similar nature / type i.e carried out, or being carried out, by bidding and associate firm, if any with evidence in shape of work completion certificate or duly signed contract.

(iii). General approach or methodology proposed for carrying out job including all detailed information, as may be deemed relevant.

(iv). Unpriced draft agreement.

(v). Unpriced copy of financial bid.

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

Name, qualification, employment record and detailed professional experience of each expert, to be assigned for providing the proposed services, with particular reference regarding similar assignments undertaken by the bidder should also be provided in the bid. In proposing the personnel for this work, it will be encouraged to

associate with domestic contractor(s) who are qualified to provide part of the services required.

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

FINANCIAL PROPOSAL: Financial Proposal should contain:

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

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

BID PRICE:

- a. Bid price shall be inclusive of all taxes(except Provincial Sales Tax/ ICT Tax on services in Pakistan), duties, levies, charges etc.
- b. The prices should be quoted in USD. However payment to all Pakistan based companies will be made through cross cheque in 100% Pak Rupees, at actual, against verified invoices at official exchange rate prevalent on the date of payment.
- c. To Foreign based Companies, the payment will be made in US\$ at actual against verified invoices through Irrevocable Letter of Credit(LC)
- d. The prices charged by the successful bidder (contractor) for required services shall not vary from the prices quoted by the service company.

6. COST OF BIDDING.

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

7.ADDITIONAL SERVICES

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

8. UNSKILLED LABOUR

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

9. LANGUAGE OF BIDDING

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

10. BID VALIDITY.

10.1. The Bid shall remain valid and open for acceptance for a period of 180 days from the specified date of tender opening.

10.2. In exceptional circumstances prior to expiry of the original bid validity period, the bidder may be requested in writing for an extension of the period of validity. A bidder agreeing to such request will not be permitted to modify his bid.

11. ALTERNATIVE BIDS.

11.1 In the event that the bidders submit an Alternative bid(s) whether in whole or against any of the items, a group of sub group, in addition to its Main Bid, the bids must be marked as “**Main Bid**” and “**Alternative Bid**”. Alternative Bids which don’t conform to the specifications may be submitted. However, only the Alternative bid of the Bidder whose Main Bid is the lowest evaluated bid will be considered.

11.2 A Bidder, who wishes to have its Alternative bid(s) considered on an equal basis with all other (Main) bids, must submit a **Bid Bond** for each Alternative bid. An Alternative bid must be submitted in a sealed envelope clearly marked “**Alternative Bid**”, separate from the Main bid.

12. BID BOND.

12.1 The bidder shall furnish with the **Technical bid proposal**, as part of his bid, a bid bond for an amount of US\$ /Pak Rupees (*mentioned at Clause-31*).

12.2 The Bid Bond in the form of a cash deposit receipt (CDR), a Bank Draft, CDR or a Bank Guarantee issued by scheduled Bank of Pakistan or a branch of foreign bank operating in Pakistan, except NIB Bank, for an amount mentioned in Clause#31 and valid for 210 days from the date of opening of bids. The Bank Guarantee will be issued by a scheduled Bank in accordance with the format as per Annexure-B of the tender Documents.

- 12.3 Any bid not accompanied by the requisite Bid Bond is likely to be declared non-responsive. The bid bond of unsuccessful bidders will be returned. The bid bond of the successful bidder shall be discharged after he has executed the contract.
- 12.4 The bid bond may be forfeited if a bidder withdraws his bid during the period of bid validity or if the Bidder, having been notified of the acceptance of his bid by the Company during the period of bid validity:
- 12.4.1 Withdraw their bid during bid validity.
OR
- 12.4.2 Fails to provide performance bond/or advance bank guarantees.
OR
- 12.4.3 Submit forged document in support of their bid.
OR
- 12.4.4 Fails to execute contract as per terms of contract.
OR
- 12.4.5 Fails to supply the short/wrong shipped items

Note:

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

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

13. AMENDMENT OF BIDDING DOCUMENTS.

13.1 At any time prior to the deadline for submission of Bids, OGDCL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by amendment.

13.2 The amendment shall be part of the Bidding Documents, and will be notified to all the prospective bidders by uploading the same on OGDCL website.

14. CLARIFICATION(s) / QUERIES OF TENDER

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

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

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

15. CONTRADICTIONS, OBSCURITIES AND OMISSIONS

The Bidder should likewise notify the above of any contradictions, obscurities and omissions in the Bidding Documents if clarification of these is necessary for the clear understanding of the documents and for preparation of the bid. Such enquiries, clarifications, queries with reference to clause -14 above must reach the above named not later than two weeks before the bid submission date otherwise the same will not be responded by OGDCL.

16. DEADLINE FOR SUBMISSION OF BIDS.

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

17. MODIFICATIONS AND WITHDRAWAL OF BIDS.

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

18. SEALING, MARKING AND TRANSMISSION OF THE BID

18.1 Your detailed “**Technical Proposal**” and “**Financial Proposal**” should be submitted in separate envelopes. The envelopes containing Technical and Financial Proposals shall be properly sealed, stamped and marked as follows:

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

Do not open before (As per Press Advertisement) **Hours (PST) of Bid opening date** (As per Press Advertisement)).

TECHNICAL PROPOSAL

(Description, As per Press Tender Notice)

Manager (SCM) Services

OGDCL House, Jinnah Avenue, Islamabad.

Ph: # 051-920023780/ 3652, email: ejaz_rizvi@ogdcl.com

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

Do not open before (As per Press Tender Notice)

Hours (PST) of Bid opening date: (As per Press Tender Notice)

FINANCIAL PROPOSAL

(Description, **As per Press Advertisement**)

Manager (SCM) Services

OGDCL House, Jinnah Avenue, Islamabad.

Ph: # 051-920023780/ 3652, email: ejaz_rizvi@ogdcl.com

18.2 If the envelope is not marked as instructed above, OGDCL will assume no responsibility for the misplacement or premature opening of the bid.

18.3 In addition you should advise by fax to OGDCL of the dispatch of your proposal.

19. LATE BIDS

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

20. BID OPENING

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

21. EVALUATION OF PROPOSALS.

Technical proposal of the bid shall be reviewed first to determine / check its technical responsiveness and conformity with the requirement of bid. The technical evaluation shall be carried out on the basis of information

/data spelled out at Annexure "A"/ITB provided with this document. Technically responsive and financially lowest evaluated bidder in line with the bid evaluation criteria given in the scope of work /TOR will be considered for award of job.

22. CRITERIA FOR SUMMARY REJECTION.

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

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

23. CLARIFICATION OF BIDS.

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

24. ELIGIBILITY AND QUALIFICATION REQUIREMENTS

- 24.1 To be eligible for award of contract, bidders shall have to provide satisfactory evidence to OGDCL of their eligibility, capability and adequacy to carry out the contract effectively up to the end. All bids submitted shall include updates of the information on technical capability and firm's history that includes experience,

list of similar projects carried out as per requirement of the Scope of work / TOR.

- 24.2 Proof of requirements mentioned at Sub-clause-24.1 must be submitted by the bidder along with the bid.
- 24.3 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements:
 - 24.3.1 The bids, and in case of a successful bid, a Form of Agreement shall be signed so as to be legal binding on all partners.
 - 24.3.2 One of the partners shall be nominated, as being in charge and it's authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
 - 24.3.3 The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract including payment shall be done exclusively with the partner in charge.
 - 24.3.4 All partners of the joint venture shall be jointly and severally responsible for the execution and completion of the contract in accordance with the contract terms and conditions. A relevant statement to this shall be included in the authorization mentioned under clause-24.3.2 as well as in form of bid and the form of Agreement (in case of successful bid). A copy of the agreement entered into the joint venture partners shall be submitted with the bid.

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

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

26. GENERAL TERMS AND CONDITIONS.

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

discrepancy between words and figure, the amount in words shall prevail.

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

27. PERFORMANCE BOND / BANK GUARANTEE

- 27.1 Within fifteen (15) days of receipt of the notification of contract award, the successful bidder shall furnish to OGDCL, the Bank Guarantee / Performance Bond for an amount equivalent to 10% of contract value as per specimen at "Annexure-**C**".
- 27.2 The bank guarantee / performance bond shall remain valid and in full force and effect during validity of the contract.
- 27.3 The validity of Bank Guarantee / Performance Bond shall be extended by the contractor if the completion of contract is delayed, whether in whole or in part.

- 27.4 The cost incurred for establishing the Bank Guarantee / Performance Bond or any extension thereof shall be to the account of the contractor.
- 27.5 The Bank Guarantee / Performance Bond will be discharged after completion of the contract.
- 27.6 The Bank Guarantee must be as per format attached at Annexure- "C" and must be either from a Pakistan scheduled bank or from a branch of foreign bank operating in Pakistan, except NIB Bank, acceptable to OGDCL.
- 27.7 The proceeds of the Performance Bond shall be payable to the company (OGDCL) as compensation for any loss resulting from the contractor's failure to complete its performance obligations under the contract.

28. EMPLOYMENT OF PAKISTANI NATIONALS:

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

29. SIGNING OF CONTRACT

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

30. SOURCE OF FUNDS.

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

31. AMOUNT OF BID BOND

Amount of bid bond referred to in Clause-12 of Instruction to Bidders, and Annexure-"B" of this tender enquiry shall be **USD 25,000/-** (United States Dollar Twenty Five Thousand Only).

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

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

33. OPENING OF BIDS (REFER CLAUSE-34 OF INSTRUCTIONS TO BIDDERS).

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

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

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

(a) Bid against TENDER ENQUIRY NO. (As per Press Tender Notice)
Do not open before (As per Press Tender Notice) (PST) of Bid opening date:
(As per Press Tender Notice)

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

(b) Bid against TENDER ENQUIRY (As per Press Tender Notice)
Do not open before **(As per Press Tender Notice)** (PST) of Bid opening date: **(As per Press Tender Notice)**.

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

34.2 If the envelope is not marked as instructed above, OGDCL will assume no responsibility for the misplacement or premature opening of the bid.

34.3 In addition you should advise by fax to OGDCL of the dispatch of your proposal.

35. Material Deficiencies which will lead to disqualification

- (i) Failing to get minimum qualifying marks in the technical evaluation
- (ii) Reflect or demand of deviation from TOR of this Tender Enquiry will lead to disqualification.

TERMS OF REFERENCE (TOR)
FOR ACQUIRING OF MUD LOGGING SERVICES
ON RATE RUNNING FOR A PERIOD OF TWO YEARS
EXTENDABLE ON MUTUAL CONSENT

INTRODUCTION

WELL NAME	:	Any of OGDCL Wells and operated JV Wells likely to be drilled from Oct, 2018 to Oct, 2020.
TARGET DEPTH	:	(+/-) 600M to (+/-) 6000M (Approx)
NO OF DRILLING DAYS	:	(+/-) 30 Days to (+/-) 360 Days (Approx.)
AREA	:	Any where in Pakistan (Baluchistan, Khyber Pakhtunkhuwa, Punjab, Sindh
LOCATION	:	Any where in Pakistan (Location Map will be provided)

2. SCOPE OF WORK

Oil and Gas Development Company Limited (OGDCL) has planned to drill 25 on-shore wells in 2017-18, pace of work may increase in 2018-19 & 2019-20.

COMPANY plans to hire the Mud Logging Services with fully operative Mud Logging Unit(s) manned with fully experienced & fully qualified five Men crew per unit on **Rate Running Contract** purely on "**Call out Basis**" for Shallow, Medium and Deep wells planned to be drilled in 2018-19 and 2019-20.

OGDCL intends to enter into Rate Running Contract with internationally reputed Mud Logging Contractors to acquire their services purely on "Call out basis and wherever required in Pakistan", **primarily for a period of 02 years extendable on mutual consent.**

The CONTRACTOR shall sign an agreement with the company to provide fully operative Mud Logging Unit(s) with fully experienced and fully qualified five Men crew per unit, "on Call out basis and wherever required in Pakistan-basis", during the contract period, in accordance with good industry practice and TOR. The services will be imparted utilizing state of the art technologies in most efficient manner without any kind of deviation to the TOR (Term of Reference). The contractor may be offered further jobs, on completion of the assigned work, subject to his quality of work performance on this particular assignment.

The CONTRACTOR, after signing the contract agreement with the company, is legally & morally bound to provide the fully operative Mud Logging Unit(s) & fully trained Five Men Crew per unit to perform the services as per "TOR" and requirement of the company, within 30(thirty) days mobilization notice period for the unit(s) & crew(s) from abroad and 10(ten) days mobilization notice for the unit(s) & crew(s) in Pakistan. In case of his inability to meet the time constraint, the company reserves its right to impose Delay Penalty of 25(Twenty Five) percent of the established day rate of the contract for each day of delay with effect from the desired date advised through mobilization notice and or Contract award, whichever is later, nearer the time for the period of 30(thirty) days and the COMPANY shall thereafter have the right to terminate the contract and or take legal action in accordance with the terms of a mutually signed agreement.

The CONTRACTOR should have the availability of not less than 02 Mud Logging units in Pakistan.

The COMPANY shall provide sufficient quantum of work in accordance with its drilling program on Call out and wherever (in Pakistan) required basis **without any kind of guarantee for minimum scope of work.** The contractor should be ready to meet all requirements outsourced by the company, and therefore, make available adequate resources for this purpose. But the COMPANY is not bound to take any kind of obligation(s) for grant of job(s) or any other business to the CONTRACTOR during the contract period.

3. TECHNICAL BID

OGDCL would require Latest Model fully air-conditioned skid mounted Online Mud Logging Unit(s) not more than five (05) years old along-with required sensors and instrumentation installed on the Rig to be explosion proof and part of intrinsically safe system (Zener Barrier) or galvanically isolated barriers with the following capabilities.

3.1 Online recording and display of following Drilling Parameters

- Depth and rate of penetration,
- Hook load,
- Weight on bit,
- Rotary speed (RPM)-Top Drive or Rotary Rig(s)
- Rotary Torque- Top Drive or Rotary Rig(s)
- Standpipe pressure
- Pump stroke counter –SPM, (3)
- Casing pressure/Wellhead Pressure.

3.2 Online Recording and Display of following Mud Parameters

- Mud weight in and out, (0-3 S.G.)
- Mud temperature in and out, (0-100°C)
- Mud conductivity in and out, (0- 300 ms)
- Mudflow out (0- 100 %)
- Trip tank volume
- Mud pit volume (08 pits, active or reserve)
- Magnetic flow meter (Optional)

3.3 Online Gas Recording, Analysis and Evaluation

- Gas Trap,
- Total gas detector (0-100%)
- Gas chromatograph (Analysis time 60 seconds for C1 through C5)
- Cutting gas detection
- H₂S monitoring sensors at minimum 4 places, (Range 0-100ppm)
- CO₂ monitoring, (Range 0-100%)
- N₂ Detector (Range 0-100%)

Alarm will be set on measured parameters, as required by drilling conditions or as per Company's Representative advice. Unit should be capable to receive independent signals on Computer, Online recorder or online printer and Digital Panel Meter from all sensors to avoid data loss in case of computer failure.

3.4 Formation Evaluation Sample collection description and interpretation

- Geological section containing all kind of equipment for processing the Samples. Sink, Drying Oven, Fluoroscope, all kind of processing equipment for cuttings (cutting trays, sieves, watch glass, test tubes, funnel, etc.) binocular microscope (Magnification from 10X to 90X alongwith digital camera), glassware and Calcimeter, shale density measurement kit, all kind of Chemicals required for geological analysis of cuttings or cores and core boxes etc.
- 3.5 Formation Pressure Analysis "D" Exponent, Formation pressure gradient, Shale density.
- 3.6 Remote video monitor for Rig floor (Explosion proof), Company Man's Office, Rig Manager's Office and Wellsite Geologist's office.
- 3.7 Intercom system (5 units) between Logging Unit, Rig Floor (Explosion Proof), Mud cabin (Explosion proof), Wellsite Geologist, Rig Manager and Company Man offices.
- 3.8 The unit must be equipped with transformer, voltage stabilizer, zenamic line barriers and UPS to accommodate any kind of rig power fluctuations and to provide minimum of 30 minutes back up, in case of rig power failure.
- 3.9 All possible spares, extra power cables to cope with any unforeseen rig power fluctuations.

4. On-Line Real Time Data Acquisition System

Real time data acquisition of drilling, mud and gas parameter versus depth and time, screen display, and real time plotting/printing, Tripping monitor,

Full library of software programs to help the Drilling supervisor, Geologist, Driller & Mud engineer.

Drilling Assistance Covers such applications as blowout control, deviation surveys, hydraulic optimization, bit costs, surge and swab, drilling reports.

Abnormal Pressure Detection, to analyze parameters such as Dc-exponent, formation pressure gradient increasing or decreasing trend, shale densities, etc.

Gas Logging, containing chromatographic analyses, gas composition diagrams, gas reports, hydrocarbon evaluation.

Geology enables automatic tracing of the Master log, lithology columns. Format of Master Log, Gas Log, Pressure Log and Core Log will be provided before spud in the well.

5. Data Engineering – Applications Software

The software library includes the following or similar packages:

- Drillpack:** Hydraulic optimization (Complete Mud Hydraulic Analysis)
Kick control Advanced Kick and Kill analysis
Buoyancy effect
Trip Program Swab and Surge
Bit cost Bit Optimization and cost analysis
Drilling report etc.
Fracture Gradient Analysis
Cutting Slip Velocity Calculations
Casing Running Control
Directional Survey/Well Deviation Analysis
- Gaspack:** Chromatolog
Gas Composition diagram
Gas Ratio analysis
- Deviation:** Plot plan view
Plot cross section
Plot 3-dimensional section
- D-exponent:** Overpressure detection
Plot on screen/printer/plotter
List on printer
- Casing list:** List on printer
Plot on screen
- Masterlog lithology:** Lithology symbols
Casing and core data
Plot on screen/printer
- Bit performance:** Bit cost chart

6. Backup of Spares & consumables

Enough backupspares& consumables should be available in separate storage container to cover all kind of rig up accessories,corrective and preventive maintenance and to face the most common failures. **The cost of spares is included in daily operating charges.**

7. Calibration & Equipment Maintenance Requirements will be provided by the Contractor

This requirement pertains to all sensors with emphasis being placed on Gas Detectors, Pressure Transducers and Mud Weighters. Calibrations are to be performed on a daily basis. A calibration spreadsheet will be provided on which the vendor will record calibration results. This spreadsheet is to be faxed or mailed as per instruction of the Well site Geologist or Company's Representative.

TOTAL GAS-FID TOTAL HYDROCARBON DETECTOR:

Variation in the equipment used to capture a sample of ditch gas, and transport it to the data unit total gas detector, precludes the implementation of a true standard. Calibration procedure and nomenclature should however be consistent in all cases. Calibration is by means of passing certified concentration methane-in-air into the detector. A certified concentration of 100% Methane in air must be available for calibration purposes.

1. Calibration Procedure

- a. Zero with 100% air
- b. Three-Point Calibration span with concentration of 1%, 3%, 10%, Methane in air. If gas show in excess of 10% are a regular occurrence, the calibration procedure should be designed to test high range response and sample dilution Accuracy.

Equipment Maintenance

- a. Inspect Gas Trap daily and clean as needed.
- b. Check calibration every 12 hrs.
- c. Blow back lines every 6 to 12 hours and when needed.
- d. Drain and inspect sample pump and drier assembly daily.

CHROMATOGRAPH

Two Calibration mixtures should be available, each containing C1, C2, C3, iC4, nC4, iC5, nC5, with a balance of air or nitrogen.

LowRange Mixture	HighRange Mixture
1.00% C1	10.00% C1
0.25% C2	2.5% C2
0.25% C3	2.5% C3
0.25% iC4	2.5% iC4
0.25% nC4	2.5% nC4
0.25% iC5	2.5% iC5
0.25% nC5	2.5% nC5

The Calibration and check should be similar to those used for the Total Gas Detector Standards.

CALCIUM CARBIDE PERFORMANCE CHECK

Carbide tests will be performed not less than once per logging day or once per 250M of hole or as advised.

CARBON DIOXIDE DETECTOR (0-100%)

CO₂ detector will be calibrated by establishing response at three points, with pure air (zero) and with two CO₂ certified gas mixtures (1% and 10%). Check once per logging day.

HYDROGEN SULPHIDE DETECTOR (0-100 ppm)

All the four H₂S sensors will be calibrated by establishing response at three points, with pure air (zero) and with two H₂S certified gas (5ppm /10ppm / 50ppm). Check once per logging day.

NITROGEN DETECTOR (0-100%)

N₂ detector will be calibrated by establishing response at three points, Check once per logging day.

MUD WEIGHTERS

Buoyancy Type:

1. Calibration Procedure
 - a. Zero with weighted ball suspended in air.
 - b. Span with weighted ball suspended in mud to scale mud weight reading.
2. Equipment Maintenance
 - a. Check calibration with every weight increase
 - b. Clean and inspect sensor daily

Differential Pressure Type:

1. Calibration Procedure
 - a. Mount sensor vertically in air to set ZERO/LOW point.
 - b. Place sensor vertically into fresh water to set SPAN/HIGH point.
2. Equipment Maintenance
 - a. Check calibration with each weight increase.
 - b. Clean and inspect sensor daily.

STANDPIPE PRESSURE / CASING PRESSURE TRANSDUCERS

1. Instrument Shop Calibration Procedure

Transducers will be tested over full (0- ,1000 psi) for accuracy and linearity. Applied pressure should be measured by means of a certified Heise precision gauge, or equivalent device calibrated and certified to N. B. S standards. All results must be within transducer manufacturer specifications for acceptance. A record of each calibration must be maintained for future reference.

Representative specifications for an instrument shop calibration standard are:

Model/Type Heise Gauge, Cm, 12", 0-10,000 psi.

Certification Each gauge supplied with certified copy of test results and calibrated to N. B. S. standards.

Accuracy +/- 0.1% of full scale reading.

Sensitivity 0.01% of full scale.

Repeatability 0.02% of full scale.

Hysteresis Not greater than 0.1% of full scale.

2. Field Calibration Procedure:

A field kit should be available to permit comparison between transducer readings and a calibrated, certified reference standard (pressure gauge or dead weight tester). A 0 to 10,000 psi range is acceptable for field use. When removed from its normal location and installed on the test kit, the transducer should be reconnected to the logging unit sensor cable. The objective is to test the whole system in circumstances as close to normal operations as possible. The test should cover the complete range of the test reference standard, with special emphasis being paid to the 0 to 1,000 psi range. Readings registered on the digital meter in the logging unit and corresponding gauge readings must be recorded and kept for future reference. A desirable feature for the test manifold is the ability to mount rig gauges to test their calibration against the reference pressure standard and the logging unit equipment.

Representative specifications for a rig calibration standard are:

Model/Type Marsh Master Test, 6969.15

Certification each gauge supplied with certified copy of test results.

Accuracy +/- 0.25% of full scale reading.

3. Equipment Checks and Maintenance

a. Inspect daily.

When possible obtain the record comparisons with rig gauges (driller's console, cementing unit, choke control unit, etc)

Do not change calibration to match rig gauges. If there is a significant difference, and the above calibration procedure has been adhered to, contact the well site geologist/Company Representative for instructions.

8. End of Well Report Requirements

- 8.1. The COMPANY will not accept erroneous End of Well Report (EOWR) in any case.
- 8.2. Special emphasis **MUST** be given to the accuracy of all kind of data, tables, charts, graphs, spellings, page to page grammar, paragraphs, font size, margins, presentation, etc, etc, of the EOWR.
- 8.3. The compilation and editing of EOWR will be made by the Contractor's designated Unit In charge in consultation with the Company's Representative at site on daily basis. The EOWR should remain up to date at all times.
- 8.4. Duly corrected & edited printout of EOWR alongwith soft copy should be mailed by the Contractor's representative through fast & safe Courier to Manager Mud Logging on the day the unit is declared released.
- 8.5. Red entries may be made for the essential data of EOWR which is not readily available at site, but mandatory required to be included in the report before final printouts.
- 8.6. The Header page of the report (minimum ten copies in original) should be duly signed by the Wellsite geologists and contractors representatives over their names and designations.
- 8.7. A written intimation to Manager Mud Logging regarding all kind of dispatches from well site will be the responsibility of the contractor's rep. in coordination with the wellsite geologist.
- 8.8. If EOWR is not received within three days of unit release date, a penalty @ US\$100/day for each day of delay will be imposed on invoice.
- 8.9. Properly corrected & edited "End of Well Report" complete in all respects should be submitted to the COMPANY within 15 days of well completion (at least 5- Sets, but not limited), else penalty @ US\$100/day of each day of delay will be imposed on invoice.
- 8.10. In case extraordinary errors or omissions are found in the EOWR which will be notified to the contractor in writing, the COMPANY reserves the right to deduct on invoice the time charges @ US\$100/person/day of the company's professionals deployed for editing of the report.

9. CONTRACTOR'S PERSONNEL REQUIREMENTS

- **Following Personnel will be required essentially.**

9.1. One Pressure Engineer (Only Pakistani Nationals are acceptable)

Duly Qualified Pressure Engineer having at least 5(five) years exclusive experience in Pressure Engineering having at least 4 year university degree in earth sciences preferably in Geology or M.Sc. Geology and able to communicate in English fluently (both spoken & written).

9.2. Two Mud Loggers (Only Pakistani Nationals are acceptable)

Duly Qualified Mud Logger having at least 2(two) years exclusive experience in Mud Logging Techniques having at least 4 year university degree in earth sciences preferably in Geology or M.Sc. Geology and able to communicate in English fluently (both spoken & written).

9.3. Two Sample Catchers (Only Pakistani Nationals are acceptable)

Duly Qualified Sample Catchers/Trainee Mud Loggers having at least 4 year university degree in earth sciences preferably in Geology or M. Sc. Geology and able to communicate in English fluently(both spoken & written).

9.4. The unit will be manned and monitored with the above crew on 24 hours day basis.

9.5. Crew change is based on 28/28 or 21/21 rotations or as dictated by operational conditions.

9.6. All kind of Crew transportation (cost of Air Tickets, pick & drop, etc) to and from the work location under written intimation to the Company's Security Department and Mud Logging Department, at least, one week in advance, will be the sole responsibility of the Contractor in accordance with the laid down procedure of the company and Government of Pakistan.

9.7. **If needed be**, provision of copy of valid security clearance papers of Contractor's Crew, provision of copy of valid work visas AND at least two weeks prior written intimation to the local administration of the area of work, e.g. Regional Coordinator of the Company, District Police Officer, District Coordination Officer, Political Agent or any other Government Agency or Government Representative, etc, etc. will be the sole responsibility of the Contractor under a written copy to the Mud Logging Department.

9.8. The Contractor should have an effective liaison with the COMPANY on daily basis to discuss any kind of operational issues and resolve them accordingly.

9.9. The COMPANY will not compromise on crew competency, communication skills (both spoken & written English), specified qualification, specified relevant work experience, equipments performance, accuracy of data, etc

- 9.10. The CONTRACTOR is bound to include Personnel's Resumes along-with their fresh colored photographs and COMPANY reserves the right to lock the resumes for future reference.
- 9.11. If any incompetent person of CONTRACTOR is found deployed with the unit, the COMPANY reserves the right to deduct on invoice 100% of the established personnel day rate for that specific category (Pressure Engineer or Mud Logger or Sample Catcher) for each day till such time that its suitable replacement is physically provided by the CONTRACTOR at contractor's own expenses.
- 9.12. The CONTRACTOR is bound to provide the resumes of each crew member on each crew change.

10.OPTIONAL SERVICES

The CONTRACTOR must be capable of providing optional service (if required) on demand of COMPANY.

a) -Real time Data Transmission

11. FINANCIAL REQUIREMENTS

- 11.1 **Mobilization** charges of Mud Logging unit. (Please refer financial Bid)
- 11.2 **Demobilization Charges** of Mud Logging Unit (Please refer financial Bid)
- 11.3 **Holding and Standby Charges** of equipment will NOT be applicable in any case.
- 11.4 **Holding and Standby Charges** of crew will NOT be applicable in any case.
- 11.5 **Personnel Mob and Demob** will be solely on CONTRACTOR'S account in all cases.
- 11.6 **Installation Charges** will be paid for 3-days of the established day rate of personnel only by excluding the equipment charges.
- 11.7 **Dismantling Charges** will be paid for 2-days of the established day rate of personnel only by excluding the equipment charges.
- 11.8 **Production Testing Charges** If needed, the unit may be engaged during Production Testing/DSTs with Two Mud Loggers only, working 12hrs/day shift duty to monitor gases and other parameters. (Please refer financial Bid).
- 11.9 The payment will be made 100% in equivalence to Pak rupees only.
- 11.10 **Operational Day Rental** includes all kind of consumables for the well including (but not limited) the regular stationary items, computer stationary, paper & cartridges, all kind of Gas cylinders, chart rolls, pens, sepias, disks, CDs, dry & wet sample bags, envelopes, Dry & Wet Sample Boxes (Wooden or Standard hard plastic), any kind of Gunny Sacks or other material is strictly prohibited, geochemical tins, bactericide, Standard Core Boxes (Wooden or Hard Plastic), all kind of the core packing material. Any other operational requirement which might be overlooked will be solely on CONTRACTOR's account only.

12. SELECTION CRITERIA:

Selection of Contractor will be based on following:

- 12.1 Conformity with Technical requirements and Scope of work as per TOR.
- 12.2 Financially Lowest bidder.

Please submit Technical proposal & Financial proposal for required services in two separate sealed envelopes duly marked **TECHNICAL BID & FINANCIAL BID** with bidder's name.

13. FINANCIAL BID FORMAT FOR MUD LOGGING SERVICES

		All Costs in US Dollars
SR. NO.	DESCRIPTION	COST
1	Equipment Mobilization charges (Lump Sum) One Time Only	US\$ _____
2	Equipment Demobilization Charges (Lump Sum) One Time Only	US\$ _____
3	Logging Time Charges (Equipment) charges (90 days for calculation)	US\$ _____ /Day Total for 90 days US\$ _____
4	Personnel Charges One Pressure Engineer Two Mud Loggers Two Sample Catchers (90 days for calculation)	US\$ _____ /Day US\$ _____ /Day Each US\$ _____ /Day Each Total for 90 days US\$ _____
5	Installation Time Charges (3 days)	US\$ _____ /Day Total for 3 days US\$ _____.
6	Dismantling Time Charges (2 days)	US\$ _____ /Day Total for 2 days US\$ _____.
7	Two Mud loggers & Equipment Charges in Production Testing (if needed be) (7 days for calculation)	US\$ _____ /Day Total for 7 days US\$ _____.
8	Optional Services a -Real-time Data Transmission	US\$ _____ /Day
9	TOTAL ESTIMATEDMUD LOGGING CHARGES (Inclusive of all applicable Taxes, duties and levies etc. except PST on services)	US\$ US\$ _____

Note:- Financial evaluation will be carried out on the items mentioned at Sr.#1 to 7.

13. FINANCIAL BID FOR MUD LOGGING SERVICES

- 13.1. All consumable charges are included in day rate. It covers all kind of consumables usually required for the whole Mud Logging operations of the well, including (but not limited) the regular stationary items, computer stationary, paper & cartridges, all kind of Gas cylinders, chart rolls, pens, sepias, disks, CDs, dry & wet sample bags, envelopes, Dry & Wet Sample Boxes (Wooden or Standard hard plastic), any kind of Gunny Sacks are not allowed, geochemical tins, bactericide, Standard Core Boxes (Wooden or Hard Plastic), all the core packing material. Any other operational requirement which might be overlooked will be solely on CONTRACTOR's account only.
- 13.2 The payment will be made 100% in equivalence to Pak rupees only.
- 13.3 The Company shall NOT pay any kind of standby or Holding charges to the contractor for any idle periods, equipment downtime, scheduled maintenance, however, 3-days installations time charges and 2-days dismantling time charges will be paid as per the established day rate of the personnel only by excluding the equipment charges.
- 13.4The company shall NOT pay any kind of Crew Mob/Demob charges in any case.
- 13.5Well to Well movement of equipment only will be arranged by the Company.
- 13.6 Contractor shall bear full costs of the following:
- 13.6.1 Adequate insurance coverage to be taken out and kept in full force and effect for the full duration of the contract to cover all of contractor's liabilities under the contract.
- 13.7 The Contract will be awarded to technically qualified and financially lowest bidder.

Note: Bidders are requested to confirm YES/NO only at Table -01 to Table -05.

14 CONTRACTOR'S CONFIRMATION

TABLE 1: GEOLOGICAL SERVICES		
ITEMS	DESCRIPTION	YES/NO *CONTRACTOR TO SPECIFY
1	Contractor will be solely responsible for Collecting, washing, drying, bagging, labeling, storage and dispatch of cuttings and other samples (minimum 5 Sets, but not limited) to G & R Lab Islamabad, packed in standard strong wooden or hard plastic sample boxes,(sacks not allowed). Similarly the Contractor will be solely responsible for collection of core, description, packing in standard core packing material & standard strong wooden or hard plastic core boxes and dispatch of core to G & R Lab Islamabad (Coring will be as per well situation and core boxes along-with core packing material to be provided by the contractor at its own expenses).	
2	Full Geological description of all cuttings and core samples including fluoroscopic examination using appropriate solvents for detection of hydrocarbons.	
3	Evaluation and interpretation of Lithology. Integration of all available geological/drilling data on a formation Evaluation log and in the final report.	
4	Provision of Well Master Log/Pressure Log/Core Log, Gas Log, etc.	
5	Provision of Daily Geological & Mud Logging Report complete with all pertinent data. Optimization of Well Hydraulics, suggestions to improve ROP and to overcome pipe sticking situations in consultation with relevant cross disciplined professionals at site.	
6	Special emphasis MUST be given to the accuracy of data, tables, charts, graphs, spellings & page to page grammar of the EOWR.	
7	Calcimetry	
8	Cutting Gas Detection	
9	H ₂ S Detection (0-100ppm)-with at least four sensors	
10	CO ₂ Detection (0-100%)	
11	N ₂ Detection (0-100%)	
12	Total gas and chromatographic breakdown of gases including methane (C ₁), ethane (C ₂), propane (C ₃), iso-and normal-butane (iC ₄ & nC ₄), and (iC ₅ & nC ₅)	

TABLE 2: PRESSURE DETECTION SERVICES		
ITEMS	DESCRIPTION	YES/NO *CONTRACTOR TO SPECIFY
1	Shale Density/Bulk Density	
2	Calculation of D-Exponent, Corrected D-Exponent,	
3	Pore Pressure Trends, Pore Pressure Gradient	
4	Production of Pressure Evaluation Log	

TABLE 3: DRILLING DATA SERVICES		
ITEM	DESCRIPTION	YES/NO *CONTRACTOR TO SPECIFY
1	Drilled depth	
2	Rate of Penetration (minute per meter or min/ft)	
3	Traveling block position/speed indicator	
4	Weight on bit/hook load indicator	
5	Rotary R.P.M (Top Drive or Rotary Rigs)	
6	Rotary Torque (Top Drive or Rotary Rigs)	
7	Rotating Hours On Bit	
8	Mud pump stroke counter (3 X Triplex pumps on rig)	
9	Pit level monitoring with alarms (total, active & reserve pits-8 pits)	
10	Trip tank monitoring with alarms	
11	Pit Volume Totalizer with alarms (all active and reserve pits)	
12	Standpipe pressure monitor/Shut In Drill Pipe Pressure	
13	Choke Line Pressure Monitor/Shut In Casing Pressure	
14	Mud flow out with alarms	
15	Mud weight In and Out with alarms	
16	Mud Temperature In and Out	
17	Mud Resistivity In and Out	
18	Hydraulics package (including Power Law, Newtonian, Bingham Plastic calculations and including E.C.D.s)	
19	Bit Cost-Per-Meter analysis (including plots)	
20	Pore pressure estimation	
21	Fracture Gradient estimation	
22	Kick Calculation Package (including kick margins)	
23	Surge/Swab Analysis	
24	Tripping Log	

TABLE 4: COMPUTING FACILITIES		
ITEM	DESCRIPTION	YES/NO *CONTRACTOR TO SPECIFY
1	Fully Computerized, latest model data acquisition system less than 05 years old, with a minimum of 2 screen displays, 2 printers / plotters and digital back-up recorders within the unit itself capable of recording " Primary " and " Secondary " Measurements	
2	Basic On-Line computation of pressure detection parameters	
3	Continuous monitoring and plotting of all rig functions on meter and average depth basis	
4	Off-Line storage (minimum 2 hard discs) and output backup	
5	Continuous CRT display of user-specified functions	
6	On-line explosion proof Colored monitor on the rig floor	
7	On-line Colored monitor for Company Man's, Mud Engineer's, Rig Manager's & Geologist's office	
8	All computers to be protected by UPS	

TABLE 5: MUD LOGGING UNIT (S)		
ITEM	DESCRIPTION	YES/NO *CONTRACTOR TO SPECIFY
1	Computerized and ruggedised Mud Logging Unit not older than five years with sensors and instrumentation installed on the Rig to be explosion proof and part of intrinsically safe system (zener barrier) throughout.	
2	Skid mounted steel housings, fully insulated. Cabling should cater for Mud Logging unit up to 75m from drill floor and 150m from company Man's, Rig Manager's, Mud Engineer's and Geologist's office	
3	Availability of Mud Logging Unit(s) in Pakistan	

Note: Reasonable spares and consumables necessary for maintaining equipment in good and safe working order will be available at all times. The cost will be included in daily operating charges.

TABLE 6: DEFINITIONS OF PRIMARY AND SECONDARY MUD LOGGING MEASUREMENTS

Gas Measurements System	Total Gas Chromatographic breakdown of gases including Methane (C1), Ethane (C2), Propane (C3), Iso and Normal Butane (iC4 & nC4), Pentane (C5). Cutting Gas Detection H2S Detection (0-100ppm) minimum 4 Sensors CO2 Detection (0-100%) N2 Detection (0-100%)
Primary Measurements	Rate of Penetration ROP Pump Stroke Counter (3 Pumps) Stand pipe Pressure Total & Active Pit Volumes Mud Flow Out (Return Flow) On line Computer(s) / Monitor(s) Online Recorders/Online Printers D-Exponent/FPG
Secondary Measurements	Weight on Bit (WOB)/ Hook Load / String Weight Rotary Torque Rotary R. P. M. Casing Shut in Pressure (C.S. I. P) Mud Weight In Mud Weight Out Mud Temperature In Mud Temperature Out Mud Resistivity In Mud Resistivity Out Trip Tank Volume Off line Computer(s) / Monitor(s) Fluoroscope Microscope Calcimetry Bulk Density Offline Suites

15. EQUIPMENT PERFORMANCE REQUIREMENTS

- 15.1 The CONTRACTOR's designated unit incharge at site MUST fill and sign the Daily Equipment Checklist and MUST fax it on each Monday to Manager Mud Logging after counter signatures of COMPANY's representative at site. There will be absolutely no compromise on provision of duly signed daily equipment checklist.
- 15.2 A loss of any one parameter of (1) **Gas Measurements System** (as defined in Table 6 above) for four(4) or more hours in any 24 hour period (Midnight to Midnight) will be deducted on invoice @US\$100/each per sensor or per parameter per day till such time that the faulty sensor/parameter is repaired/replaced/calibrated and is made fully functional.
- 15.3 A loss of any one parameter of (1) **Primary Measurement System**(as defined in Table 6 above) for eight (8) or more hours in any 24 hour period (Midnight to Midnight) will be deducted on invoice @US\$50/each per sensor or per parameter per day till such time that sensor/parameter is repaired/replaced/calibrated and is made fully functional.
- 15.4 A loss of any one parameter of the **Secondary Measurement System** (as defined in Table 6 above) for 12(twelve) or more hours in any 24 hour period (Midnight to Midnight)will be deducted on invoice @US\$25/each per sensor or per parameter per day till such time that sensor/parameter is repaired/replaced/calibrated and is made fully functional.
- 15.5 The Unit Incharge of Contractor, in conjunction with the company representative, will determine if the unit qualifies for the operational day rate or if failing to meet the standards laid down above, should default to the Repair Day Rate. This will be determined at the well site using the Mud Logging QC Sheet in Table-7. This must, however, be reconciled prior to or on the end of the calendar month in question.

15.6 Standby Rate

The Company shall NOT pay any kind of standby charges to the contractor for any idle periods, equipment downtime and scheduled maintenance, however, 3-days installations time and 2- days dismantling time will be paid @ established day rate of personal charges only by excluding the equipment charges.

15.7 Holding Rate

The Company shall NOT pay any kind of Holding charges to the contractor for any reason, because the contract is being made on as and when required basis.

TABLE-7: Daily Mud Logging Equipment Checklist (Mandatory)

DATE							
EQUIPMENT							
Total Gas (0-100%)							
Chromatography (C1-nC5)							
Cutting Gas Detection							
H2S Detector (4 Sensors)							
CO2 Detector (0-100%)							
N2 Detector (0-100%)							
Mud Pit Level (8 pits)							
Trip Tank Level							
Pit Volume Total							
Mud Weight In (0-3 SG)							
Mud Weight Out (0-3SG)							
Mud Temperature In							
Mud Temperature Out							
Mud Resistivity In							
Mud Resistivity Out							
Mud Flow Out							
Casing shut-in pressure							
RPM							
Torque							
Weight on Bit							
Stand Pipe Pressure							
ROP							
Pump Stroke Counters-3							
Pump Strokes Totalizer							
On line Computer(s)							
Off line Computer(s)							
CRT Monitor(s)							
Printer(s)							
Online Recorder(s)							
Intercom system-5 units							
Drying Oven							
Fluoroscope							
Cuttings Blender							
Microscope							
Calcimeter							
Bulk Density							
D-Exponent/FPG							

-Working

X-Faulty

C-Calibrated

OGDCL REP. _____
(SIGN & STAMP)

CONTRACTOR REP. _____
(SIGN & STAMP)

ELIGIBILITY CRITERIA

Sr. No	Information to be submitted	Eligibility criteria			Information to be provided
		Qualifying Criteria	Qualifying Marks	Max Marks	
1	Company history & profile		28	40	
	No. of years since establishment	5 years 6 to 10 years 11 to 15 years 15+ years	7 8 9 10	10	
	No. of Mud Logging Units world wide	30 years 31 to 40 years 41 to 50 years 50+ years	7 8 9 10	10	
	No. of Mud Logging Units in Pakistan	2 3 to 5 5+	3.5 4.25 5	5	
	Average annual services World wider	50 51 to 75 76 to 100 100+	7 8 9 10	10	
	Average annual services in Pakistan	10 11 to 15 15+	3.5 4.25 5	5	
2	Global experience of Mud Logging services projects in last 5 years		14	20	
	No. of services world wider	250 251 to 375 376 to 500 500+	7 8 9 10	10	
	No. of services in Pakistan	50 51 to 75 76 to 100 100+	7 8 9 10	10	
3	Information of Equipment in Use		7	10	
	Technical Rating	Within last Generation State of the art	3.5 5	5	
	Condition of Equipment	Not less than 05 years old Less than 01 years Old	3.5 5	5	
4	Global Human Resource (Pressure Engineers + Mud Logger + Geologist + Electronic Engineers + Technologists + Field Trouble shooting Engineer & Technicians)		14	20	
	Total number of Professionals	100 100 to 150 150 to 200 200+	7 8 9 10	10	
	Qualification & Experience	60% with degree in Electronics / Geology & 5 + years experience 80% with degree in Electronics / Geology & 10+ Years experience	7 10	10	
5	Global Financial Indicators (During last 5 years)		7	10	
	Average Annual Revenues	US\$30 Millions US\$30 to 100 Millions US\$100+ Millions	3.5 4.25 5	5	
	Average Annual R & D Spending	3% of profit 4 to 10 10%+	3.5 4.5 5	5	

The evaluation will be carried out on the information supplied in the table and only the applicants securing 70% or more marks, in each category will be technically qualified. Applicant not meeting the lowest limit will get zero marks in that category.

BID BOND

Oil & Gas Development Company Limited,
 OGDCL House, Jinnah Avenue,
 Blue Area, Islamabad.

Guarantee No.....
 Date of issue.....
 Date of expiry
 Amount.....

Dear Sir,

In consideration of M/s.....
 herein after called "THE BIDDER" having submitted the accompanying Bid with
 reference to OGDCL tender enquiry No. **PROC-SERVICES/CB/ML-3283/2018**
 and in consideration of value received from (the Bidder above), we hereby agree
 to undertake as follows:-

1. To make unconditional, immediate and forthwith payment of the sum of **US\$ USD 25,000/-** (United States Dollar Twenty Five Thousand Only) upon your FIRST and SIMPLE written demand without further recourse, question, query, deferment, contestation or reference to the bidder, account party or any other person in the event of the withdrawal of the aforesaid bid by the BIDDER before the end of the period specified in the Bid after the opening of the same for the validity thereof or if no such period be specified, within 210 days after the said opening or if the Bidder, having been notified of the acceptance of his bid by the Company during the period of bid validity:
 - i. Withdraw their bid during bid validity.
OR
 - ii. Fails to provide performance bond/or advance bank guarantees.
OR
 - iii. Submit forged document in support of their bid.
OR
 - iv. Fails to execute contract as per terms of contract.
OR
 - v. Fails to supply the short/wrong shipped items
2. To accept written demand from you as conclusive, sufficient and final evidence of the existence of a default of non-compliance, breach or default as aforesaid on the part of the BIDDER and to make payment immediately and forthwith upon receipt of your FIRST and SIMPLE written demand.
3. No grant of time or other indulgence to, or composition or arrangement with the BIDDER in respect of the aforesaid Bid with or without notice to us shall affect this Guarantee and our liabilities and commitments hereunder.
4. This is an independent and direct obligations guarantee and shall be binding on us and our successor in-interest and shall be irrevocable.
5. The Guarantor Bank warrants and represents that it is fully authorized, empowered and competent to issue this guarantee.

**Yours faithfully,
 (BANKERS)**

Note: Bid bond will not be acceptable with the banks whose market price per share is quoted below the par value at the Stock Exchange.

PERFORMANCE BOND/BANK GUARANTEE

Oil & Gas Development Company Limited,
OGDCL House, Jinnah Avenue,
Blue Area, Islamabad.

Guarantee No.....
Date of issue
Date of expiry
Amount.....

Dear Sir,

Ref: Our Bank Guarantee No. _____ in the sum of
_____ Account _____ Amount _____ of
Contract/Job _____
In consideration of you having entered into contract No.
_____ Dated _____
with _____ called Contractor and in consideration of value received
from CONTRACTOR, we hereby agree and undertake as follows:

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

Authorized Sign for Issuing Bank

Seal of the Bank

Note: Performance Guarantee /security will not be acceptable with the banks whose market price per share is quoted below the par value at the Stock Exchange.

BIDDING FORM

Date.....

Tender Enquiry No.

To

Oil & Gas Development Company Limited,
OGDCL House, Plot # 3013,
Blue Area, Islamabad

Gentlemen,

Having examined the scope of work and Instructions to bidders of Invitation to Bids, the receipt of which is hereby acknowledged, we the undersigned, offer to supply the services (Nature of Service) to OGDCL in conformity with the scope of work and Instructions to bidders at the rates mentioned in our Bid Proposal or other such sums as may be ascertained in accordance with the said conditions.

2. We confirm that the terms and conditions given in the Tender Enquiry / Tender Documents are acceptable to us and if our Bid is accepted we shall execute a contract with OGDCL accordingly without any exceptions. We further confirm to commence service withindays of the mobilization notice issued by OGDCL

3 We agree to validate bid unconditionally for the period of 180 days from the date of opening the same and it shall remain binding upon us and may be accepted thereof, shall constitute a binding contract between us.

4. We hereby certify that our Firm / Company / Local Agent is or has not been at any time during the past five years, involved in litigation, arbitration or any other unsettled dispute with OGDCL / JV Partners.

5. We further certify that all the contracts / orders placed on us by OGDCL / JV Partners have been executed timely and as per terms & conditions of the Contract / order without any unsettled dispute.

6. Until a formal Agreement is prepared and executed, this bid, together with your acceptance thereof, shall constitute a binding contract between us.

7. We understand that you are not bound to accept the lowest or any tender you may receive.

8. Our bid proposal do not contain any deviation or exceptions from the terms & conditions enunciated in the tender documents.

Dated this.....days of.....2018,

Name & Signature.....in the Capacity of.....

duly authorized to sign tenders for and on behalf of.....
(Name of the firm in block capital Letters)

Address.....

Telex No.....Fax No.....Phone No.....

Witness

1.
(Name) (Signature)

2.
(Name) (Signature)

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

INTEGRITY AND ETHICS UNDERTAKING

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

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

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

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

For and on behalf of _____

Tender No. _____

Mandatory for participation in Bidding Process

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

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

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

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

DEPONENT

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

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

DEPONENT

(Signature & Seal of Notary)

DATA SUMMARY SHEET
(To be attached with Technical bid)

Following information must be stated categorically:-

COMPLETE NAME, ADDRESS, EMAIL,
PHONE & FAX NUMBER OF BIDDER

NAME, ADDRESS, PHONE, FAX NO &
EMAIL OF LOCAL AGENT IN PAKISTAN (IF
ANY

VALIDITY OF BID:

COMPLETION PERIOD:

BID BOND SUBMITTED BY

ADDRESS OF BANKER WITH AC
COUNT NO& SWIFT CODE FOR L/C
OPENING (WHERE APPLICABLE)

IN CASE OF JV PARTNERS (NAME OF
LEAD PARTNER NAME OF ALL OTHER
JV PARTNERS COPY OF JV
AGREEMENT CLEARLY STATING THE
RESPONSIBILITY OF EACH PARTY TO
BE ATTACHED WITH THE TECHNICAL
BID

NTN, GST& PST NUMBER (FOR
PAKISTAN BASE COMPANY ONLY

ANNEXURE –F DULY ATTESTED BY
NOTARY PUBLIC.

PROVINCIAL REGISTRATION NUMBERS

DATA SUMMARY SHEET
(To be attached with financial bid)

Following information must be stated categorically:-

COMPLETE NAME ADDRESS EMAIL,
PHONE & FAX NUMBER OF BIDDER

NAME, ADDRESS, PHONE, FAX NO &
EMAIL OF LOCAL AGENT IN PAKISTAN (IF
ANY

VALIDITY OF BID:

COMPLETION PERIOD:

ADDRESS OF BANKER WITH AC
COUNT NO& SWIFT CODE FOR L/C
OPENING (WHERE APPLICABLE)

NTN , GST& PST NUMBER (FOR
PAKISTAN BASE COMPANY ONLY

DRAFT CONTRACT

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

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

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

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

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

WHEREAS, The Company is desirous of hiring timely, efficient and reliable (Name of Services)services for a period of (period).

AND WHEREAS, the Company invited bids for providing Name of Services through Tender Enquiry No. PROC-Services/Case No..... and the Contractor 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 02 years effective from issuance of LOI/date of signing of contract till completion of the job whichever is later unless earlier terminated under the provisions hereof. Any extension in the term of Contract will be subject to mutual consent of both the parties.

SECTION 3. CONTRACT DOCUMENTS:

The following documents shall be deemed to form and be read and construed as integral part of this Contract:

- (a) This Contract.
- (b) Company’s LOI.
- (c) Company’s Tender documents
- (d) Contractor’s Technical & Financial bid and all correspondence/clarification made thereafter.

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

SECTION 4. PRICING TERMS:

- 4.1 The Services under this Contract shall be rendered at an estimated Cost of _____ as detailed below:
- 4.2 All prices charged under this Contract shall remain firm during the period of this Contract.
- 4.3 The prices should be quoted in USD. However payment to all Pakistan based companies will be made through cross cheque in 100% Pak Rupees, at actual, against verified invoices at official exchange rate prevalent on the date of payment.
- 4.4 To Foreign based Companies, the payment will be made in US\$, at actual against verified invoices through Irrevocable Letter of Credit (LC).
- 4.5 However, any payment made after thirty (30) days shall not in any way attract any markup, interest, surcharge or charges, etc.
- 4.6 To avoid delay in payment, it is essential that the invoices shall:
 - (a) be duly signed and stamped and type-written in English.
 - (b) be identified by the Contract number.
 - (c) contain sufficient description of services provided by the Contractor.
 - (d) state the location of the Company where Services have been provided.
 - (e) state the period of Services, duly verified with sign and stamp of Head of Department.
 - (f) be precise and strictly in accordance with the Contract.
 - (g) contain any other information deemed essential either by the Contractor or by the Company.
 - (h) Invoices must be submitted to Manager Accounts for onward submission to concerned Manager for verification.

SECTION 5. TAXES AND DUTIES:

- 1.1 The contract price includes all taxes (except Provincial Sales Tax/ Islamabad Capital Tax on services in Pakistan), duties, fees, levies and any other relevant charges payable/ applicable on the last date of submission of main/supplementary financial bid inside and outside Pakistan, except if OGDCL imports material in its own name it will bear duties/ import taxes/ port charges. The Contractor will be responsible for all the direct taxes (present or future) with respect to income/ payments of total contract amount, under the scope of the contract.
- 1.2 Indirect taxes (Provincial Sales Tax/ Islamabad Capital Territory Sales Tax on services) in Pakistan will be borne by OGDCL at actual where applicable. The contract price will be adjusted for any subsequent changes in the rates of indirect taxes as made applicable thereafter by the relevant authorities in Pakistan.
- 1.3 Any direct taxes, duties, fees, levies and other relevant charges, present or future, assessed or payable inside or outside Pakistan by the Contractor and its sub-contractor and /or by the expatriate personnel deputed by the Contractor and its sub-contractor in connection with its performance under the Contract shall be the sole and exclusive responsibility of the Contractor.

- 5.4 The Contractor shall be responsible and pay all taxes on its income outside and in particular on its income in Pakistan under the Contract and under the laws of Pakistan.
- 5.5 The Company shall have the right, as provided under the laws of Pakistan to meet its obligations and in particular to deduct from the payment due to the Contractor (against entire contract value including supplies and / or services components etc as applicable) , income tax at source at the rates prevailing from time to time, from the invoiced amounts, or such reduced rates fixed by the taxation authorities in Pakistan for the Contractor on production of current and valid documentary evidence by the Contractor from competent tax authorities in Pakistan and pay such amount to appropriate authorities.
- 5.6 The Contractor shall also be responsible for any income taxes levied on the Contractor's and its sub-contractor's expatriate personnel, under the laws of Pakistan and for all social security issuances and other contributions for the Contractor's expatriate personnel regardless of whether such contributions are levied on employer or employee or both in Pakistan or outside Pakistan.
- 5.7 The Contractor shall keep the Company duly informed about the steps taken by the Contractor in order to meet its obligations under the Contract and provide the necessary documents to the Company in this connection.
- 5.8 The Contractor shall indemnify the Company against any claim which might occur due to non compliance by Contractor of any legal obligation regarding the taxes, duties, fees, levies, or other charges, including taxes on income in Pakistan and any other payments to the relevant Government or Governmental agencies or any other applicable authority.
- 5.9 Understanding reflected under the above tax clause would prevail in case of any understanding to the contrary that may be reflected with respect to tax matters, in any other clause of the contract.

SECTION 6. ADJUSTMENT OF CONTRACT PRICE:

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

SECTION 7. CONTRACTOR'S OBLIGATIONS:

- 7.1 The Contractor warrants and represents that all Services along with necessary equipment provided under this Contract shall be in accordance with good industry practice and the Contractor shall use every reasonable means for efficient and timely performance and provision of the Services.
- 7.2 The equipments, tools and materials utilized by the Contractor in performance of this Contract shall be handled and utilized with due care and diligence and proper record of consumables etc shall be maintained and made available to the Company upon request.
- 7.3 The Contractor shall secure and maintain during the performance of this Contract, all licenses, permits, authorization and certification required under the laws of Pakistan and applicable to Contractor. Company has the right to inspect such licenses, permits, authorization and certificates and the Contractor shall forthwith comply with such request.
- 7.4 Contractor shall employ and depute for the execution of Services, persons who are careful, skilled and experienced in their profession. The Company' shall have the right to ask the Contractor to replace any person employed by the Contractor for execution of Services who, in the sole opinion of Company,

misbehaves, is incompetent or negligent in the performance of his duties or fails to conform with any particular provisions with regard to safety which may be set out in the Contract, or any conduct which is prejudicial to safety or health, and such person shall not be employed again for the Services without the permission of the Company.

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

SECTION 8. DECLARATION:

- 8.1 The Contractor hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Company through any corrupt business practices.
- 8.2 Without limiting the generality of the foregoing, the Contractor represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, Contractor, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from the Company, except that which has been expressly declared pursuant hereto.
- 8.3 The Contractor certifies that it has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with the Company and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.
- 8.4 The Contractor accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to the Company under any law, Contract or other instrument, be voidable at the option of the Company.
- 8.5 Notwithstanding any rights and remedies exercised by Company in this regard, the Contractor agrees to indemnify Company for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Company in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback paid by the Contractor as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Company.

SECTION 9. PERFORMANCE BOND/SECURITY DEPOSIT:

The Contractor shall provide to the Company, within fifteen (15) days of the award of the Contract, a Performance Bond in the form of an irrevocable, independent, unconditional, direct obligation of the bank and first and simple demand guarantee of a Pakistani Scheduled Bank or branch of a foreign bank operating in Pakistan, except NIB Bank, in the amount equivalent to 10% (Ten percent) of the total contract value in Pak Rupees/US\$ strictly in accordance with the format given at LOI to cover and

secure the Contractor's faithful performance and execution of this Contract. The charges and expenses payable in connection with the issuance, extension, renewal and maintenance of the Performance Bond shall be borne and paid by the Contractor. The Performance Bond shall be valid and shall be maintained in full force effect until - -----/ extendable six (06) months beyond the validity of the Contract. The Company has sole and absolute right to encash the Performance Bond without any prior notice to the Contractor in the event of any breach, failure, non-compliance or delay in the performance of the Contract.

SECTION 10. LIABILITIES:

- 10.1 Each party shall defend, indemnify and hold the other party harmless from and against any claim INCLUDING THIRD (3rd) PARTIES arising out of (i) loss or damage to its own property, and / or (ii) death of or injury to its own personnel.
- 10.2 Each party shall be liable for, and shall defend, indemnify and hold the other Party and its members/affiliates, co-ventures (if any), contractors or subcontractors, and it's and their respective employees, directors, officers, agents and invitees harmless from and against. all claims, demands, causes of action, judgments, awards, damages, losses, costs, expenses, expenses and liabilities of any kind and character arising out of third party property damage (including death) caused by the indemnifying Party's negligence during the performance of the Contract.
- 10.3 Notwithstanding any other provision of this Contract, Company shall defend, indemnify and hold harmless the Contractor from and against all liabilities, claims, damages, losses and costs relating to or resulting from (a) through (e) below, including any and all personal injury, death and loss of or damage to the drilling rig, vessel or platform and all other property arising there from (except if caused by Contractor's Gross Negligence or willful misconduct):
 - (a) damage to or loss of or impairment to any well (including the casing) or well bore;
 - (b) killing of or the bringing under control of any well;
 - (c) damage to or loss or any reservoir or productive formation, or subsurfaceminerals or structure or the loss of oil or gas therefore in;
 - (d) blowout, fire, explosion, catering , or any uncontrolled well condition;
 - (e) pollution, as well as containing, controlling and cleaning up any pollution,contamination or debris.

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

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

SECTION 11. INDEMNITIES:

- 11.1 Neither Party shall be liable to the other for any punitive, indirect or consequential damages sustained by the other including without limitation business interruptions, loss of profits, loss of use of assets, loss of data and loss of contracts, and each Party shall hold the other Party harmless in respect thereof.

- 11.2 The Contractor shall indemnify the Company against all motions, proceedings, claims, liens and demands whatsoever which may be made against the Company by the third parties for or in respect of or out of any failure by the Contractor in performance of its obligation or wrongful performance under this Contract or any act or omission in connection therewith. Should Company have to pay any moneys in respect of any such claims or demands, the amounts to be paid and the costs incurred by the Company connection therewith, shall be charged in to and paid by the Contractor in full.

SECTION 12. LIQUIDATED DAMAGES:

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

SECTION 13. PATENT RIGHTS:

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

SECTION 14. DIRECTIONS:

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

SECTION 15. CONFIDENTIALITY:

- 15.1 Any data provided by the Company or which the Contractor or its employees have access to, or which they acquire directly or indirectly under this Contract or during the performance of this Contract, shall be deemed Confidential Information. Duplication or disclosure of such Confidential Information by

Contractor or any one claiming through it without the prior written consent of the Company is strictly prohibited. All Confidential Information shall be the sole property of the Company. The Contractor hereby agrees not to disclose said data, information, any interpretations thereof, or data derivative there from or any information relating to Company's facilities, installations and operations etc to unauthorized parties or person. This Section also applies to any sub-consultant, assignee or consultants used by the Contractor. The obligations under these provisions shall survive the termination or expiry of this Contract.

- 15.2 Neither the Contractor nor any of its employees shall, except with the prior written consent of the Company, take ground or aerial photographs of the site, rig, installation or existing facilities of the Company.
- 15.3 The Contractor further undertakes that it shall not, except with the prior written consent of the Company:
- i) make any reference publicly, whether to the press or in books, brochures, internal publications, publicity material, magazines and periodicals or by advertisement through radio, television or films or by any other medium relating to:
 - a) the Contract or its terms and conditions,
 - b) the nature or extent of Services carried out by the Contractor,
 - c) the method, materials, or equipment used and personnel employed, or
 - d) any other Company information in the possession of the Contractor.
 - ii) disclose or convey any of the matters or information referred to in (i) above to any employees of the Contractor not directly concerned with the Contract.

SECTION 16. DEFAULT:

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

SECTION 17. ARBITRATION:

- 17.1 If any technical question, difference or dispute arises under this Contract, the Parties shall use their best efforts to promptly resolve such dispute, controversy or disagreement. However, if the dispute continues, either Party may give written notice to the other for appointment of an expert to resolve the dispute. The expert shall be preferably a Pakistani national and shall have at least ten years of experience in the relevant technical field.
- 17.2 If any question, difference or dispute arises regarding the rights, obligations or performance by the Parties under this Contract, the Parties shall use their best efforts to promptly resolve such dispute, controversy or disagreement. This includes without limitation the question of whether one or the other is in default and what action if any shall be taken to remedy such default. If the Parties are unable to resolve such question, difference, dispute and controversy, the matter may be referred to arbitration. Either Party may notify the other in writing specifying the nature of the dispute and designate one arbitrator to whom such dispute shall be referred requesting that the other party give notice in writing within fifteen (15) days after receipt of the notice of designation of the second arbitrator. The two arbitrators shall within fifteen (15) days after the receipt of notice of the second arbitrator, appoint an umpire whose decision

with respect to the dispute shall govern in the event that the arbitrators shall fail to agree. In the event that second arbitrator is not designated within the time specified, the first arbitrator shall have full and complete power to determine the dispute.

- 17.3 Arbitration shall be precedent in any action of law and that the provisions of the Arbitration Act, 1940 and rules framed thereunder shall apply. The venue of the arbitration shall be in Islamabad, Pakistan.
- 17.4 The expenses of arbitration shall be charged equally to the Parties unless the award of the arbitrator(s) or the umpire, as the case may be, otherwise provide.

SECTION 18. TERMINATION:

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

SECTION 19. FORCE MAEJEURE:

- 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 fulfill its contractual obligations so far as they have fallen due before the operation of Force Majeure.

SECTION 20. LICENSE, PERMITS, AUTHORIZATION AND CERTIFICATION:

The Contractor / Consultant hereby warrants and undertakes that all kinds of licenses, permits, authorizations and certifications required under the laws of Pakistan and applicable to the Contractor / Consultant are intact, valid and possessed by the Contractor / Consultant and shall be maintained during the performance of this Contract. The Company has the right to inspect, or demand for such licenses, permits, authorization and certificates and the Contractor/ Consultant shall forthwith comply with such inspection on demand.

SECTION 21. PHOTOGRAPHY AND ADVERTISING:

- 21.1 The Contractor undertakes that neither the Contractor nor any of its employees shall, except with the prior written consent of the Company shall take, any ground or aerial photographs of the site, rig, installation or existing facilities at or around the work site.
- 21.2 The Contractor further undertakes that neither the Contractor nor any of the Contractor's personnel shall, except with the prior written consent of the Company:
- i. make any reference publicly, whether to the press or in books, brochures, internal publications, publicity material, magazines and periodicals or by advertisement through radio, television or films or by any other medium relating to:
 - the Contract or its terms and conditions,
 - the type or extent of the works, services, jobs required to be carried out by the Contractor,
 - the method, materials, or equipment used and personnel employed,
 - any information in the possession of the Contractor as to the operations of the Company.
 - ii. Disclose or convey any of the matters or information referred to in (a) above to any employees of the Contractor not directly concerned with the Contract.

SECTION 22. SECURITY:

- 22.1 If otherwise mentioned in TOR, Company shall provide appropriate site security including, as from time to time may be necessary, security personnel and security services at the work site or during transportation of personnel and equipment to and from the work site.
- 22.2 If otherwise mentioned in TOR, it is the express intent of the Parties that any delay in the performance of Services or provision of equipment, or part thereof related directly or indirectly to security issues shall under no circumstances be deemed a breach of Contractor's obligation under the Contract.

SECTION 23. INSURANCE DEMURRAGE:

- 23.1 The Contractor shall within seven (07) days of the date hereof take out and shall maintain until maturity of the Contract, standard insurance policies, which shall include Contractor's waiver of subrogation as follows:
- (a) Worker's compensation insurance covering all employees, engaged directly or indirectly in the performance of the Services in accordance with the applicable statutory requirements of the state or nation having jurisdiction over such employees.
 - (b) All risk insurance cover for the Services and Equipment including without limitation Equipment and machinery and other materials, if any supplied hereunder by the Contractor.
 - (c) The foregoing insurance shall be maintained with insurers that are satisfactory to the Company, and the terms of coverage for the foregoing insurance shall also be satisfactory to the Company and shall be evidenced by certificate to be furnished to Company. Such certificates shall provide that ten (10) days written notice shall be given to Company prior to cancellation of any policy. In the event the Contractor fails to effect or keep in force the insurances then the Company without prejudice to any other rights, shall effect and keep in force such insurance's at the Contractor's cost and risk.
 - (d) It shall be the duty of the Contractor to notify the insurers of any insurance referred to above or of any matter or event, which by the terms of such insurance are required to be so notified.
- 23.2 The Contractor shall indemnify the Company against all suits, proceedings, claims, liens and demands whatsoever which may be made against the Company by the third parties for or in respect of out of any failure by the Contractor in performance of its obligation or wrongful performance under this Contract or any act or omission in connection therewith. Should Company have to pay any moneys in respect of any such claims or demands, the amounts to be paid and the costs incurred by the Company in connection therewith, shall be charged to and paid by the Contractor in full.

SECTION 24. EMPLOYMENT OF PAKISTANI NATIONALS

The Contractor shall employ qualified Pakistani nationals for its Services, if available. If necessary, Contractor may employ expatriate professionals only after making all out efforts to employ Pakistani nationals. The Contractor shall make reasonable efforts to train Pakistani nationals in order to gradually replace its expatriate staff. Unskilled workers if needed for the Services shall be hired from the area where the Services are being performed.

SECTION 25. ASSIGNMENT:

The Contractor shall not sub-contractor or assign either whole or part of its obligations under this Contract without the prior written consent of the Company and such consent if given shall not relieve the Contractor from any liability or obligation under this Contract. The Contractor shall be responsible for the acts, defaults and negligence of any sub Contractor, its personnel or agents as fully as it they were the acts, defaults or negligence of the Contractor, or its personnel.

SECTION 26. ENTIRE CONTRACT:

The documents mentioned in Section-3 of this Contract constitute the entire understanding between the Company and the Contractor on the subject matter and

supersede all prior discussions, communications and agreements regarding the subject matter, whether written or oral.

SECTION 27. AMENDMENTS:

No variation in or modification of the terms of this Contract shall be made except by written amendment signed by the duly authorized representative of the Company and the Contractor.

SECTION 28. GOVERNING LAW:

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

SECTION 29. ERADICATION OF CORRUPTION:

All vendors, Suppliers, Contractors, Consultants and alike are encouraged to inform the Managing Director and Heads of Departments in case where any Company's employee asks for any type of favour whether monetary or in kind. You can contact the M.D. and Heads of Departments on the following addresses, phone numbers, faxes or e-mail:

- i MD & CEO
Oil & Gas Development Company Limited
OGDCL House, Blue Area, Islamabad.
Tel No. 051-9209701
Fax No. 051-9209708
E-mail: md@ogdcl.com
- ii GM (SCM)
Tel No. 051-920023540
Fax No. 051-9209859

SECTION 30. NOTICES:

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

To the Company: Manager (_____)
Oil & Gas Development Company limited
OGDCL House, Jinnah Avenue, Sector F-6
Blue Area, Islamabad, Pakistan
Telephone: 0092 - 51-92002____
Facsimile: 0092 - 51-

To the Contractor: Mr. _____
M/s _____
Address:- _____
Telephone: 0092 -
Facsimile: 0092 -

Notices shall be deemed served when received by the addressee.

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

COMPANY

CONTRACTOR

Signature_____

Signature_____

Name_____

Name_____

Position_____

Position _____

Witness _____

Witness_____

Witness_____

Witness_____