



OIL & GAS DEVELOPMENT COMPANY LTD

TENDER DOCUMENT

FOR

**“LAYING OF 6” DIA x 3.5 KM FLOWLINE
FOR WELL CHAK 63#2”**

TENDER ENQUIRY NO: TE/C&ESS/PRESS/FGCP2-1008

SUMMARY OF VOLUMES OF TENDER DOCUMENTS

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- INTRODUCTION
- INVITATION OF BIDS
- INSTRUCTION TO BIDDERS
- BIDDING DATA
- FORM OF BID AND APPENDICES TO BID
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VOLUME – I

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INTRODUCTION & BRIEF SCOPE



INTRODUCTION & BRIEF SCOPE

Oil & Gas Development Company Limited (OGDCL) is an Exploration / Production company which is operating oil/gas fields in various parts of Islamic Republic of Pakistan. At one of the fields located near Sinjhor Plant, District Sanghar, Sindh, OGDCL intends for “LAYING OF 6” DIA x 3.5 KM FLOWLINE FOR WELL CHAK 63#2”. This is open competitive bidding with Single Stage-One Envelope in-line with PPRA rules open for all eligible bidders.

BRIEF SCOPE OF WORK:

Requirement of works to be executed are mentioned in BOQ in detail. However, a brief scope of works are mentioned here but not limited to the following:

- I. Pipeline (6” Sch 80, 3.5 KM) Chak 63#2 to Chak 63#4:**
 - i. The scope of work is for laying of new flowline of 6” Sch 80 x 3.5 km (approx.).
 - ii. Clearing and Grubbing of ROW including ROW preparation & Stringing along ROW.
 - iii. Fabrication, Welding & Installation of flowline 6” Sch 80, Lowering in trench maintaining prescribed depth from NGL or/and as per given design package and as per instructions / satisfaction of Engineer I/C.
 - iv. Surface preparation by sand blasting (SA 2.5).
 - v. Application of HSS. Supply and application of primer (A+B) with application Kit & its Installation.
 - vi. Installation of Valves, Fittings, structure etc.
 - vii. Holiday detection and repairing of coating.
 - viii. Civil Works including excavation, backfill, supports, anchor block etc.
 - ix. Testing & pre-commissioning as per design code.
 - x. Pipeline pigging & supply of pigs.
 - xi. Preparation of Cold bend at per design package & site requirement.

- II. Dismantling & Shifting WHA Chak 7A**

Dismantling & shifting well head assembly of Well Chak-7A for Installation at Chak 63#2.

- III. NOCs, ROW Possession:**
 - a. NOC’s for ROW, acquiring of ROW for Contractor to execute works will be responsibility of OGDCL.
 - b. NOC’s for all types of crossings (if any) will be responsibility of the OGDCL. However, Contractor will be responsible for safe execution of works as per permission/NOC from relevant authorities. In case of any damage to the property during crossing activity, the financial loss during execution of works will be borne by Contractor.

- IV. Exclusion:**
 - a. Coated Pipe 6” sch 80, Heat Shrinkable Sleeves (HSS), insulation joints, valves, fittings, flanges, and factory Bends will be provided by OGDCL.
 - b. All NDT (RT & PAUT) for welding joints shall be carryout by OGDCL through third party companies.

- V. Procurement/Material Supply:**

In general, the contractor will be required to arrange all construction consumables required to carry out civil, mechanical, piping works as specified in the BOQ. In addition to the construction consumables the contractor needs to provide following material.



The discipline wise distribution of material supply is given as follows:

- a. **Piping**
 - i. Piping support (all type) material including all structural steel material on the basis of piping supports drawings.
 - ii. All construction consumables required to carry out piping work: (Welding electrodes, oxy/acetylene gases, fuels, grinder discs, primers & paints etc.)
- b. **Mechanical**

All construction consumables required to carry out mechanical works. Moreover, compressor, pumps, pigs etc. required for testing and commissioning shall be arranged by Contractor.
- c. **Civil work**

Contractor shall supply all materials required for the construction of civil structures, including but not limited to the following;

 - i. Pipe Supports & Sleepers;
 - ii. Sand, steel bars, cement, bricks, anchor bolts etc.
 - iii. The contractor is responsible to provide the material required like C-Channels, Channels, Support and material.

VI. TERMS AND CONDITIONS

1. All participants should carefully read TOR's attached with the Tender documents (attached herewith and must be downloaded from www.ogdcl.com) before submission of Bid. These Terms & Conditions also include the foot notes of BOQ (attached) and is considered part of the contract TORs.
2. All participants interested must visit Field Party Camp and site area to discuss & understand scope of work, standards required to be followed for job execution and completely eliminate any source of confusion before bidding. Contractor must arrange pre bid meeting with Employer / site visit of area before bid opening to assess /analyze the site, BOQ, pipeline route, drawings, etc. properly and raise the technical queries / highlight the issues if there is any for clarification & resolution before bid opening. Otherwise Contractor is bound to execute all the BOQ line items as per drawings/design/specifications or as per satisfaction/instructions of Engineer In-charge.
3. Bidder must provide prior relevant experience certificates of previous completed projects along with bid documents.
4. Contractor must provide prior experience certificates of its Staff i.e. Welder, Fitters, supervisors, riggers, supervisors, QA/QC persons etc.
5. Contract period and payment terms shall be as follows:
 - a) **Contract/Completion Period:** (as per TOR)
Completion time will be within 45 Calendar days from the date of possession of site.
 - b) **Payment Terms:**
Payment shall made as per actual work done through verified invoices by Engineer In-charge which will be issued on monthly basis as per company rules and procedure.
 - i. After issuance of LOI/LOA, CONTRACTOR shall submit 10% Performance bond in the form of Bank Guarantee issued by first class scheduled bank. The Performance Bond Guarantee shall be valid till the Defect Liability Period which shall be released by OGDCL after completion of Defect Liability Period. Performance bond shall be submitted within 07 days after issuance of LOI/LOA.



- ii. Subsequent invoices shall be issued by the CONTRACTOR on monthly basis or on the basis of activity progress. Payment shall be made as per actual work done as per BOQ through verified invoices by Engineer In-charge as per company rules and procedure. All the invoices shall be subject to retention money equal to 10% of the invoice value until the limit i.e. 5% of contract value is reached.
 - iii. All works will be recorded as per BOQ in Measurement Book (MB) issued by OGDCL admin for this particular project. MB must be duly signed and stamped by Engineer In-charge and Contractor to process the bills.
 - iv. All the invoices shall be subject to all applicable taxes except Provincial Sales Tax.
 - v. The contract price is exclusive of all types of GST/PST which shall be charged separately to OGDCL wherever applicable as per company policy and rules.
- c) **Bid Bond Security:**
All bids must be accompanied by a Bid Security in the form of a Bank Draft/ Pay Order/ Deposit at Call / CDR / Bank Guarantee payable at any scheduled Bank in Islamabad for an amount of two 02% of the estimated cost of Tender or as mentioned in the advertisement to be submitted in original with Technical Bid & must be delivered in the office of in the name of "Oil & Gas Development Company Limited (OGDCL), Islamabad". Bids shall stand rejected which doesn't accompany bid bond security.
- d) **Mobilization Advance:**
No Mobilization advanced allowed for this project.
- e) **Retention Money:**
All the invoices shall be subject to retention money equal to 10% of the invoice value until 5% of the total contract amount is reached.
6. Contractor to comply with work specifications, applicable standards and codes.
 7. Price escalation/ revision of quoted rates is not allowed after award of contract and/or during execution of works or before/after project completion.
 8. Rates in submitted bids to be quoted/provided as per BOQ Format.
 9. After issuance of formal work order, Contractor is to provide services immediately or at a date mentioned/communicated by OGDCL.
 10. WPS, PQR should be provided by Contractor before WQT of Welders. The Welders qualified against this project must not be changed during the project. Any kind of pipeline welds must not be started before successful WQT of the Welders.
 11. ITP (WPS/WQT/PQR, PQP, ALL QA/QC Documents related to project) & HSE QA Documents will be provided by Contractor before commencement of work & must be approved by TPI / PEFD of OGDCL. Contractor should deploy QA/QC and HSEQ Rep at site to ensure compliance of HSEQ codes and standards as per industrial practice.
 12. Inspection request to be submitted by the contractor to QA/QC/TPI inspector (appointed by OGDCL) prior to start of works or any activity related to the project.
 13. The Quantities contained in the scope of work/BOQ for each activity are estimated and liable to change (increase, decrease or omitted) when the work is actually executed. OGDCL reserves the right to increase / decrease the quantum of work, contractor is bound to execute additional extra work of all stated BOQ Line items upon the quoted rates after obtaining prior written granted permission / approval of Engineer Incharge. However, the payment will be made to the Contractor as per actual quantity of work performed.



14. If any work which is necessitated for project as per site requirement & not part of BOQ, contractor is bound to execute such work after obtaining prior written granted permission / approval of Employer. The rates for such work will be fixed amicably as per local market & the increased amount of contract will be added in contract price accordingly.
15. OGDCL reserves the right to inspect, stop and advise rework for any job either during execution or after execution, if deemed necessary by the Company's representative based on inspections, quality of the job, finish of the job or if the job is not being or have been performed in line with the best engineering practices. In this regard the rework will be in Contractor's Scope without any extra claim of charges.
16. Contractor is to abide by all Safety Rules and Regulations of OGDCL. Contractor must comply to submit required HSE documents by Engineer In-charge such as JHA, JSA, etc as deemed necessary for safe execution of works.
17. Contractor will provide all kind of PPE's, safety equipment etc to its labor or workforce.
18. Mob/De-mobilization, Equipment, machinery, tools, manpower, camping, utilities, security etc required for completion of work shall be on part of contractor.
19. Camp facility including security of personnel, utilities, equipment, and material shall be arranged by contractor.
20. Contractor will submit necessary documents including the following for invoicing at the successful completion of the job:
 - a. Commercial Invoice
 - b. Services Tax Invoice
 - c. Annexure-C
 - d. IBAN number and other Details of account on Letter Head.
 - e. Active Professional Tax Certificate of concerned excise office where operating business.
21. The Contractor should have valid NTN and GST number and have active status on FBR website.

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VOLUME – III

DRAWINGS



INVITATION FOR BIDS



INVITATION FOR BIDS

1. The Oil & Gas Development Company Limited (OGDCL) Islamabad the (“Employer”) intend for **“LAYING OF 6” DIA x 3.5 KM FLOWLINE FOR WELL CHAK 63#2”**. Bidding is open for all eligible bidders.
2. The Employer invites sealed bids under **Single Stage – One Envelope** bidding procedure, from eligible firms licensed by the Pakistan Engineering Council in the appropriate **C-5** & above category for the works. A foreign bidder is entitled to bid only in a joint venture with a Pakistani constructor in accordance with the relevant provisions of PEC bye-laws.
3. Bidders must download TORs and other relevant documents from our website www.ogdcl.com under the tender tab. Further information may be obtained from the office of the **Party Chief-Field Gathering and Construction Party-2 (PC-FGCP-2), OGDCL (near Zeal Pak Cement Factory, Ganjo Takkar), Care of Manager TCS Center, Autobahn Road, Hyderabad. Cell: 0300-5553401 Email: partychieffgcp2@ogdcl.com**
4. All bids must be accompanied by a Bid Security in the form of a Bank Draft/ Pay Order/ Deposit at Call / CDR / Bank Guarantee payable at any scheduled Bank for an amount of two 02% of the estimated cost of Tender to be submitted in original with Technical Bid & must be delivered in the office of in the name of “FGCP-2 Oil & Gas Development Company Limited (OGDCL), Islamabad”.
5. Bids will be opened at the same time and date as mentioned in Press advertisement in the presence of bidder’s representatives who choose to attend at FGCP-2, as per address mentioned above.
6. Contract will be awarded to Technically Responsive & Financially Lowest Evaluated Bidder meeting all the conditions, mandatory requirements & evaluated as per Technical Evaluation Criteria attached with the bid documents.



INSTRUCTIONS TO BIDDERS



INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 Scope of Bid

- 1.1 The Employer as defined in the Bidding Data hereinafter called “the Employer” wishes to receive bids for the construction and completion of works as described in these Bidding Documents, and summarized in the Bidding Data hereinafter referred to as the “Works”.
- 1.2 The successful bidder will be expected to complete the Works within the time specified in Appendix-A to Bid.

IB.2 Source of Funds

- 2.1 Budget is available for the said project.

IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all bidders meeting the following requirements:
 - a. Duly licensed by the Pakistan Engineering Council (PEC) in the category relevant to the value of the Works.
 - b. Must fulfill mandatory requirements as per Technical and Financial Evaluation Criteria as specified in tender documents.

IB.4 One Bid per Bidder

- 4.1 Each bidder shall submit only one bid either by himself, or as a partner in a joint venture. A bidder who submits or participates in more than one bid (other than alternatives pursuant to Clause IB.16) will be disqualified.

IB.5 Cost of Bidding

- 5.1 The bidders shall bear all costs associated with the preparation and submission of their respective bids and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

IB.6 Site Visit

- 6.1 The bidders are advised to visit and examine the Site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. All cost in this respect shall be at the bidder’s own expense.
- 6.2 The bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify the Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to



property and any other loss, damage, costs and expenses incurred as a result of such inspection.

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents

7.1 The Bidding Documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.

1. Instructions to Bidders.
2. Bidding Data.
3. General Conditions of Contract, Part-I (GCC).
4. Particular Conditions of Contract, Part-II (PCC).
5. Specifications - Technical Provisions.
6. Form of Bid & Appendices to Bid.
7. Bill of Quantities (Appendix-D to Bid).
8. Form of Bid Security.
9. Form of Contract Agreement.
10. Forms of Performance Security and Guarantee/Bond.
11. Drawings.

7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.8 Clarification of Bidding Documents

8.1 Any prospective bidder requiring any clarification (s) in respect of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the Invitation for Bids. The Employer will respond to any request for clarification which he receives earlier than 7 days prior to the deadline for submission of bids.

Copies of the Employer's response will be forwarded to all purchasers of the Bidding Documents, including a description of the enquiry but without identifying its source.

IB.9 Amendment of Bidding Documents

9.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.

9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 7.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.

9.3 To afford prospective bidders reasonable time in which to take an addendum into



account in preparing their bids, the Employer may extend the deadline for submission of bids in accordance with Clause IB.20

- 9.4 “Any other clarification given by the employer in writing to the bidders at pre-bid stage shall be considered as an addendum and shall be part of the bid documents.”

C. PREPARATION OF BIDS

IB.10 Language of Bid

- 10.1 The bid and all correspondence and documents related to the bid exchanged by a bidder and the Employer shall be in the bid language stipulated in the Bidding Data and Particular Conditions of Contract. Supporting documents and printed literature furnished by the bidders may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the bid language, in which case, for purposes of evaluation of the bid, the translation in bid language shall prevail.

IB.11 Documents Accompanying the Bid

- 11.1 Each bidder shall:

- (a) Submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the bidder;
- (b) Update the information indicated and listed in the Bidding Data and previously submitted with the application for prequalification, and continue to meet the minimum criteria set out in the prequalification documents which as a minimum, would include the following :
 - (i) Evidence of access to financial resources along with average annual construction turnover;
 - (ii) Financial predictions for the current year and the two following years including the effect of known commitments;
 - (iii) Work commitments since prequalification;
 - (iv) Current litigation information.
 - (v) Availability of critical equipment.
- (c) Furnish a technical proposal taking into account the various Appendices to Bid specially the following:

Appendix-E to Bid	Proposed Construction Schedule
Appendix-F to Bid	Method of Performing the Work
Appendix-G to Bid	List of Major Equipment
Appendix-K to Bid	Organization Chart for Supervisory Staff

and other pertinent information such as mobilization programme etc;

- 11.2 Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:



- (a) The bid and in case of a successful bid, the Form of Contract Agreement shall be signed so as to be legally binding on all partners;
- (b) One of the joint venture partners shall be nominated as being in charge; and this Authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
- (c) The partner-in-charge shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
- (d) All partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para(b) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid); and
- (e) A copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer.

11.3 Bidders shall also submit proposals of work methods and schedule, in sufficient detail to demonstrate the adequacy of the Bidders' proposals to meet the technical specifications and the completion time referred to in Sub-Clause 1.2 hereof.

IB.12 Bid Prices

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in Sub-Clause 1.1 hereof, based on the unit rates and / or prices submitted by the bidder.
- 12.2 The bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by a bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.
- 12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.



IB.13 Currencies of Bid and Payment

- 13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees.
- 13.2 No other currency will be acceptable

IB.14 Bid Validity

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data i.e. **60 days** after the Date of Bid Opening specified in Clause IB.23.
- 14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.15 in all respects.

IB.15 Bid Security

- 15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data in Pak Rupees.
- 15.2 Bid Bond / Bid Security / Earnest Money / Performance Bond / Advance Bank Guarantee in shape of Pay order / Cash Deposit Receipt / Demand Draft issued by a Pakistani Schedule Bank (listed or not listed at Pakistan Stock Exchange) or a branch of foreign bank operating in Pakistan is acceptable.

However, bid bond / Bid Security / Earnest Money / Performance Bond / Advance payment in shape of Bank Guarantee will not be acceptable with the bank whose market price per share quoted below the par value at stock Exchange.

Cross cheque / Insurance Guarantee / Swift Message will also not be not acceptable.

- 15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.
- 15.5 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.
- 15.6 The Bid Security may be forfeited:
 - (a) If the bidder withdraws his bid except as provided in Sub-Clause 22.1;



- (b) If the bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 27.2 hereof; or
- (c) In the case of successful bidder, if he fails within the specified time limit to:
 - (i) Furnish the required Performance Security; or
 - (ii) Sign the Contract Agreement.

IB.16 Alternate Proposals by Bidder

- 16.1 Should any bidder consider that he can offer any advantages to the Employer by a modification to the designs, specifications or other conditions, he may, in addition to his bid to be submitted in strict compliance with the Bidding Documents, submit any Alternate Proposal(s) containing (a) relevant design calculations; (b) technical specifications; (c) proposed construction methodology; and (d) any other relevant details / conditions, provided always that the total sum entered on the Form of Bid shall be that which represents complete compliance with the Bidding Documents.
- 16.2 Alternate Proposal(s), if any, of the lowest evaluated responsive bidder only may be considered by the Employer as the basis for the award of Contract to such bidder.

IB.17 Pre-Bid Meeting

- 17.1 The Employer may, on his own motion or at the request of any prospective bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, if convened, is as stipulated in the Bidding Data. All prospective bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.
- 17.2 The bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than 7 days before the proposed pre-bid meeting.
- 17.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in Sub-Clause 7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.
- 17.4 Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

IB.18 Format and Signing of Bid

- 18.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 18.2 All appendices to Bid are to be properly completed and signed.
- 18.3 No alteration is to be made in the Form of Bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions



be not fully complied with, the bid may be rejected.

- 18.4 Each bidder shall prepare by filling out the forms completely and without alterations one (1) original and number of copies, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7 and clearly mark them “ORIGINAL” and “COPY” as appropriate. In the event of discrepancy between them, the original shall prevail.
- 18.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder pursuant to Sub- Clause 11.1(a) hereof. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.
- 18.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS

IB.19 Sealing and Marking of Bids

- 19.1 Each bidder shall submit his bid as under:
 - (a) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
 - (b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 19.2 hereof.
- 19.2 The inner and outer envelopes shall
 - (a) Be addressed to the Employer at the address provided in the Bidding Data;
 - (b) Bear the name and identification number of the contract as defined in the Bidding Data; and
 - (c) Provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data.



- 19.3 In addition to the identification required in Sub- Clause 19.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to Clause IB.21
- 19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

IB.20 Deadline for Submission of Bids

- 20.1 (a) Bids must be received by the Employer at the address specified no later than the time and date stipulated in the Bidding Data.
- (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.
- (c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.
- (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.
- 20.2 The Employer may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.21 Late Bids

- 21.1(a) Any bid received by the Employer after the deadline for submission of bids prescribed in Clause IB.20 will be returned unopened to such bidder.
- (b) Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder’s responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

IB.22 Modification, Substitution and Withdrawal of Bids

- 22.1 Any bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
- 22.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, ~~marked~~ and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked “MODIFICATION”,



“SUBSTITUTION” or “WITHDRAWAL” as appropriate.

- 22.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with Sub-Clauses 22.1 and 27.2.
- 22.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security in pursuance to Clause IB.15.

E. BID OPENING AND EVALUATION

IB.23 Bid Opening

- 23.1 The Employer will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of bidders’ representatives who choose to attend, at the time, date and location stipulated in the Bidding Data. The bidders’ representatives who are present shall sign a register evidencing their attendance.
- 23.2 Envelopes marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL” shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.22 shall not be opened.
- 23.3 The bidder’s name, total Bid Price and price of any Alternate Proposal(s), any discounts, bid modifications, substitution and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening of bids.
- 23.4 Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the Sub-Clause 23.3.

IB.24 Process to be Confidential

- 24.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of bid evaluation report which shall be done at least seven (7) days prior to issue of Letter of Acceptance. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a bidder to influence the Employer’s processing of bids or award decisions may result in the rejection of such bidder’s bid. Whereas any bidder feeling aggrieved may lodge a written complaint as per PPRA RULES however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

IB.25 Clarification of Bids

- 25.1 To assist in the examination, evaluation and comparison of bids, the Employer may, at his discretion, ask any bidder for clarification of his bid, including breakdowns of unit



rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause IB.28.

IB.26 Examination of Bids and Determination of Responsiveness

- 26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- 26.2 A substantially responsive bid is one which
- i. meets the eligibility criteria;
 - ii. has been properly signed;
 - iii. is accompanied by the required Bid Security; and
 - iv. conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation.
 - v. A material deviation or reservation is one
 - a. which affect in any substantial way the scope, quality or performance of the Works;
 - b. which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; or
 - c. adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 26.3 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

IB.27 Correction of Errors

- 27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross



misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.

- 27.2 The amount stated in the Form of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with Sub- Clause 15.6(b) hereof.

IB.28 Evaluation and Comparison of Bids

- 28.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26.
- 28.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) making any correction for errors pursuant to Clause IB.27;
 - (b) excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Day work; and
 - (c) making an appropriate adjustment for any other acceptable variation or deviation.
- 28.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 28.4 If the Bid of the successful bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in Clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

F. AWARD OF CONTRACT

IB.29 Award

- 29.1 Subject to Clauses IB.30 and IB.34, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to Sub-Clause IB 29.2.
- 29.2 The Employer, at any stage of the bid evaluation, having credible reasons for or



prima facie evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.

Mandatory requirements and Technical Evaluation criteria is attached in bidding data, which shall be filled by employer. Accordingly contractor's technical evaluation shall be carried out.

IB.30 Employer's Right to Accept any Bid and to Reject any or all Bids

- 30.1 Notwithstanding Clause IB.29, the Employer 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 affected bidders or any obligation except that the grounds for rejection of all bids shall upon request be communicated to any bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all bidders promptly.

IB.31 Notification of Award

- 31.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").
- 31.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted, however, Employer may have clarification meetings to get clarify any item in the bid evaluation report.
- 31.3 The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Employer and the bidder till signing of the formal Contract Agreement.
- 31.4 Upon furnishing by the successful bidder of a Performance Security, the Employer will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities.

IB.32 Performance Security

- 32.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Bidding Data and the Conditions of



Contract within a period of 07 days after the receipt of Letter of Acceptance.

- 32.2 Failure of the successful bidder to comply with the requirements of Sub- Clause IB.32.1 or Clauses IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.33 Signing of Contract Agreement

- 33.1 Within days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.
- 33.2 The formal Agreement between the Employer and the successful bidder shall be executed within days of the receipt of the Contract Agreement by the successful bidder from the Employer.

IB.34 General Performance of the Bidders

The Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts/works. The Employer may in case of consistent poor performance of any Bidder as reported by the employers of the previously awarded contracts, inter alia, reject his bid and/or refer the case to the Pakistan Engineering Council (PEC). Upon such reference, PEC in accordance with its rules, procedures and relevant laws of the land take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for similar works.

IB.35 Integrity Pact

The Bidder shall sign and stamp the Integrity Pact provided at Appendix-L to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bidder non-responsive.



BIDDING DATA



BIDDING DATA

The following specific data for the Works to be bided shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

Instruction to Bidders

Clause Reference

1.1 Scope of Bid:

Ref: Vol-I (BOQ)
Ref: Vol-II (Specifications)
Ref: Vol-III (Drawings)

1.1.1. Name & Address of the Employer:

The Employer is the Oil & Gas Development Company Limited.

Name and address of the Employer's Representative for the purpose of correspondence is:

Party Chief-Field Gathering and Construction Party-2 (PC-FGCP-2), OGDCL (near Zeal Pak Cement Factory), Care of Manager TCS Center, Autobahn Road, Hyderabad. Cell: 0300-5553401
Email: partychieffgcp2@ogdcl.com

1.1.2. Name of Project

“LAYING OF 6” DIA x 3.5 KM FLOWLINE FOR WELL CHAK 63#2”.

1.2 COMPLETION TIME:

The time completion as specified in Appendix-A to Bid of the whole work by the construction contractor. As OGDCL has to meet its obligations for supply of Oil & Gas owing to critical energy crises being faced by the country. The work shall be completed within period of **45 days** from possession of site issue by Engineer Incharge. The delay on part of OGDCL shall be excluded from project completion time unless verified by the Engineer In-charge on daily progress format.

1.3 GENERAL SCOPE OF WORK

- The Bidder shall visit the site and review all existing facilities / systems prior to submission of his bid to ascertain the exact quantum, nature of works.
- The scope of work of this contract consists of supply of material, labor, fabrication, transportation, installation, erection, inspection, construction, and construction supplies, temporary material(s), structures and facilities and completion testing as per specification, drawings and Bills of Quantities (“BOQs”).



- The successful Bidder is required to complete the work within construction plan without disturbing existing plant working and shutdown operations. Further he shall plan the activities keeping in view the space constraints at the work site and develop the work execution procedures accordingly.
 - The Work shall be performed to the current industrial standards, practices, methods and procedures which shall meet all Contract requirements and recognized international industry quality levels, such that the facilities are safe, operable, and reliable.
 - All aspects of the Work such as, but not limited to materials, fabrication, scheduling, inspection, control systems, quality assurance, safety etc. shall be available for detailed inspection by the Employer and the 's Representative.
 - Bidder shall keep in his site offices a good quality copy of the latest of all Standards, Codes, Drawings & Documents and Norms mentioned in the Contract ready for use by 's Representatives.
 - The Bidder's obligations include, but are not limited to the following:
 - All necessary arrangements for security of personnel, materials and equipment.
 - Site office for Bidder's personnel.
 - Site storage yards and covered stores as required.
 - Temporary access ways for transportation of equipment, material and manpower as required.
 - Supply of all construction utilities like electric power, water for civil works and drinking purposes.
 - Adequate lighting arrangements for security and night works as required.
 - Supply of all equipment and material for the project.
 - Supply of all consumables.
 - Temporary firefighting equipment as required.
 - Protection of existing facilities during execution of works.
 - All arrangements for inspection and testing.
 - Restoration of roads, pavements and structures, to original condition, which were damaged during execution of works.
 - Material reconciliation upon completion of works.
-



- Preparation of marked-up as-built prints and documentation for the Project.
- Contractor shall demolish / abandon all the temporary facilities and shall clear the site upon completion of work.
- Bidder is expected to abide by all Safety Rules and Regulations Promulgated by the and relevant local authority.

2.1 Name of the Borrower/Source of Financing/Funding Agency:

OGDCL has sufficient funds.

3.1 Foreign Firm

No Foreign firm can participate in tendering unless it forms a joint venture with a Pakistan firm with at least 30% share pursuant to the prevalent PEC Bys Laws for Construction & operation of Engineering Works.

8.1 The employer will respond to any request for clarification which he receives earlier than 7 days prior to the deadline for submission of Bids.

10.1 Bid Language:

English

11. Documents accompanying the bid:

11.1 (b) (vi)

➤ **Technical bid** shall consist on the basis of minimum but not limited to:

- Compliance Sheet (Annexure – I) – Duly fill, Sign & Stamp.
- General Information (Attachment – 1)
- Mandatory documents as per requirement.

➤ **Financial Bid** shall consist on the basis of minimum but not limited to the followings:

- Bidding Form (Original) – Sign and Stamp
- BOQ (Original) – Sign and Stamp

11.2 (f) Format of Responsibility Matrix

The bidder shall also submit agreement b/w JV partners given the relationship and their responsibilities. The format for responsibility matrix is attached at **Annexure-II** and mandatory to submitted along with JV agreement with clearly define each partner responsibilities in term of lead partner, coordination, execution, supervision, management, commissioning, etc.

14.1 Period of Bid Validity:



600 days w.e.f the date of opening of the

15 Bids. Amount of Bid Security:

15.1 Bid must be accompanied by a Bid Bond of Minimum amount i.e., 02% of estimated cost or as stipulated in the press advertisement in the form of Pay order or Demand Draft or Bank Guarantee or Bank Guarrantee As Earnest Money and must accompany the Technical bids.

15.2 Any bid not accompanied by acceptable required Bid Security as mentioned shall be rejected by the Employer as non-responsive

15.4 The Bid Security may be forfeited:

- (a) If the bidder withdraws his bid except as provided in Sub-Clause 22.1;
- (b) If the bidder submits forged or fake bidding documents
- (c) If the bidder does not accept the correction of his Bid Price pursuant to Sub- Clause 27.2 hereof; or
- (d) In the case of the successful bidder, if he fails within the specified time limit to:
 - (i) Furnish the required Performance Security; or
 - (ii) Sign the Contract Agreement.

17.1 Venue, time, and date of the pre-Bid meeting:

A pre-bid meeting will be convened for the purpose of clarifying issues and answering questions on any matter that may be raised at that stage. Bidders or their official representatives are advised to attend the conference which will be held in the office of PC-FGCP-2 on date which will be communicated later.

18.4 Number of copies of the Bid to be completed and returned:
One (1) original and one (1) copy of Bidder Documents.

19.0 **Sealing and Marking of Bids**

Employer is following **Single Stage- One Envelop bidding process as per PPRA.** Accordingly, the bid to be submitted shall comprise of a single package containing two separate envelopes. Each envelope shall contain separately the technical (proposal) bid, if any, and financial (proposal) bid.



19.2 The outer sealed envelope shall be marked and addressed as follows:

**PARTY CHIEF FIELD GATHERING & CONSTRUCTION PARTY NO. 02 (PC-FGCP 2)
“LAYING OF 6” DIA x 3.5 KM FLOWLINE FOR WELL CHAK 63#2”**

DO NOT OPEN BEFORE As per Advertisement Date

The sealed envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared LATE.

Employer shall not be responsible for the premature opening or misplacement of any Bid not clearly marked and addressed in accordance with Instruction above.

20.1(a) Deadline for submission of bids:

“The bids can be delivered in the mentioned office on the schedule mentioned in tender notice and the same will be opened accordingly in presence of bidder’s representative.”

23.1 Venue, time, and date of Bid opening:

As per press advertisement.

28.5 The Employer reserves the right to accept or reject any variation, deviation or alternative offer.

29.3

a- MANDATORY REQUIRED FOR ACCEPTANCE OF BID

Technical evaluation will be based upon Criteria given in clause 29.3(b) herewith. All Bidder(s) and each partner of a joint venture must qualify for each of the followings which are **mandatory** otherwise bid(s) declare non-responsive without marking: -

i. Qualifying Marking Criteria:

Overall aggregate marks for qualifying will be 70%.

ii. Valid PEC License:

License required by both local and foreign bidders for **category i.e., C-5** or above in the respective **field of specializations i.e., CE-08 (Oil & Gas Pipelines) & CE-10 (General Civil Engineering Works)**

If applied for renewal/up-gradation of License, bidder(s) must provide last year PEC valid License, good quality copy of Challan submitted to PEC and covering letter. Renewed/upgraded PEC License shall be provided within 05 days from the bid opening/submission date, otherwise bid declare non-responsive.

iii. Registrations:

The copy of NTN & GST and Provincial Registration by all bidders.



ANNEXURE – I

COMPLIANCE SHEET
(To be submitted along with Technical Bid)



Annexure – I

COMPLIANCE SHEET

SR#	Description	Lead Partner	JV Partner 1*	JV Partner 2*
		Comply / Not Comply		
A	MANDATORY REQUIREMENTS FOR ACCEPTANCE OF BID (Ref: Clause 29.3(a) of Bidding Data)			
1	Qualifying Marking Criteria			
2	Valid PEC License in C-5 or above Category & field of specialization CE-08 (Oil and Gas pipelines) & CE10 (General Civil Engineering Works)			
3	Registrations (NTN, GST, PST/ICT)			
B	BIDDING DOCUMENTS			
1	Covering Letter			
2	General Information (Attachment 1)			
3	Authority letter on company / JV letter head.			
4	Bid Validity - 60 Days (Ref: Clause 14 of Bidding Data)			
5	Compliance Sheet (Annexure-I)			
6	Bid Security – 02% of estimated cost or as stipulated in the press advertisement. (Ref: Clause 15 of Bidding Data)			
7	Original Bid Security (Submitted along with Technical Bid)			
8	Bid Security Validity – 90 Days (Ref: Clause 15 of Bidding Data)			



9	Completion Time – 45 Days (Ref: Clause 1.2 of Bidding Data)			
10	Company Profile(s)			
11	Relevant experience (Ref: Technical Evaluation criteria)			
12	Personal Capabilities – To be deploy (Ref: Technical Evaluation criteria)			
13	Equipment capabilities – To be deploy (Ref: Technical Evaluation criteria)			
14	Financial Soundness (Ref: Technical Evaluation criteria)			
15	All relevant Work orders, Completion, Substantial, Performance certificate, etc. (As per Technical criteria)			
16	CV's of Qualified Engineer's/manpower to be deployed			
17	List of Clients with ongoing projects			
18	List of Clients with completed projects			
19	Working methodology, plan and procedure			
20	Organogram & Equipment deployment List			
21	Project Schedule / Gantt Chart			
22	Format for Daily, weekly and monthly report acceptable to Employers Engineer In charge.			
23	Affidavit as per given format (On Rs 100/- Stamp Paper)			
24	Integrity Pact as per given format (On Rs 100/- Stamp Paper)			
25	Bidding Form as per given format			
26	Original Un-priced BOQ with sign and stamp.			
27	All bidding documents will be fully sign and stamp (1 Original + 1 Copy) by authorized person / lead partner. In case of JV, must be sign & Stamp by each partner.			
28	No deviation & conditional bid shall be accepted.			
29	The Overall aggregate marks for qualifying will be 70. Marks distribution given in Annexure-III).			



30	Radiography & 3 rd Party Inspection shall be arranged by OGDCL(PE&FD Dept) as its own cost as per SCOPE of WORK, BOQ, Drawings and standard practice and qualified procedures. Contractor shall comply that any sort of information and documents required by Inspector and/or Engineer In-charge before, during and after execution of work shall be provided and any deficiency, defect, remedy identify shall be rectify at the cost of Contractor.			
31	Written approval required from Engineer Incharge before starting of any construction works.			

* Bidder(s) may add further JV partner details as per above format.

Sign & Stamp
(By Bidder's)



~~ANNEXURE – II~~

~~FORMAT OF RESPONSIBILITY MATRIX~~



ANNEXURE – III

TECHNICAL EVALUATION CRITERIA



TECHNICAL EVALUATION CRITERIA

➤ **MANDATORY REQUIREMENTS FOR ACCEPTANCE OF BID:**

1. Qualifying marking criteria 70%
2. Valid PEC License in Category C-5 or above & field of specialization CE-08 (Oil and Gas pipeline) & CE10 (General Civil Engineering Works)
3. Registrations (NTN, GST, PST/ICT)

Technical Bids Evaluation Criteria

Chak 63#2

MANDATORY REQUIREMENTS FOR ACCEPTANCE OF BID AS PER CLAUSE 29.3(a) of TOR:

1. Qualifying marking criteria
2. Valid PEC License (see note 4) in Category C-5 & above & field of specialization CE-08 & CE-10
3. Registrations (NTN/GST, FBR, PST/ICT)

GENERAL MARKING CRITERIA

No.	Evaluation Item	Description of Criteria	Max Points	Evaluation Criteria	Evaluation Comment
1	Relevant Experience	<p>Bidder has adequate relevant experience of Oil & Gas Pipeline laying (Carbon Steel Oil & Gas Transmission/Distribution) in the last 10 years. Bidder to share the detail of each project (start/end date, length of pipeline laid, size and material of construction). Max Four (05) No of similar nature projects (minimum 4" dia pipeline) completed/executed in last 10 years with contract price equal to or more than 50% of estimated cost will be considered for evaluation. Each project shall carry 04 marks. For completed projects, work order and completion certificate shall carry 2 marks each. For project in hand / under progress, work order shall carry 2 marks. Contractor securing zero marks in relevant experience will be declared non-responsive.</p> <p>Executed/completed 05 Nos projects of minimum 4" dia carbon steel Oil & Gas pipeline construction laid in last 10 Years with contract price equal to or more than 50% of estimated cost will be awarded 20 Marks.</p> <p>Executed/completed 04 Nos projects of minimum 4" dia carbon steel Oil & Gas pipeline construction laid in last 10 Years will be awarded 16 Marks with contract price equal to or more than 50% of estimated cost.</p> <p>Executed/completed 03 Nos projects of minimum 4" dia carbon steel Oil & Gas pipeline construction laid in last 10 Years will be awarded 12 Marks with contract price equal to or more than 50% of estimated cost</p> <p>Less than 03 Nos of Projects executed / completed in last 10 Years will be awarded Zero (0) Marks</p> <p>Points will be awarded on pro rata basis whereas applicable.</p> <p>Contractor securing zero points or less than 50% Marks in relevant experience will be non-responsive.</p>	20		
				20 Points	
				16 Points	
				12 Points	
				0 Point	
2	Project Implementation Plan & Schedule	<p>The Project Implementation Plan and Execution Schedule will be evaluated as below:</p> <p>Project Implementation Plan</p> <ul style="list-style-type: none"> - Comprehensive Project Implementation Plan of all activities, including mobilization is provided. - Partial Project Implementation Plan is provided. - Project Implementation Plan not provided. <p>Project Execution Schedule</p> <ul style="list-style-type: none"> - Level 4 Project Execution Schedule is provided. - Level 3 Project Execution Schedule is provided. - Level 2 Project Execution Schedule is provided. - Project Execution Schedule not provided. 	10		
			5		
				05 points	
				2.5 points	
				0 Point	
			5		
				05 points	
				04 points	
				01 Points	
				0 Point	
3	Equipment and Machinery Owned/Rented by Contractor	<p>Bidder has provided detailed information of the machinery and equipment owned by the contractor as well as the information of the equipment it will rent from market. Moreover, contractor must submit undertaking for provision of minimum machinery (mentioned in BOQ) for the project as per its requirement and instructions of Engineer In charge. It will be responsibility of contractor to arrange such machinery on as and when required basis through lease or owned resources during execution of work.</p> <ul style="list-style-type: none"> - Contractor owned/rented machinery and equipment is meeting min. requirement of the project as per BOQ and undertaking is provided. - Contractor owned/rented machinery and equipment is less than min. requirement of the project as per BOQ but has committed to arrange balance machinery & equipment from market and undertaking is provided. - Contractor owned/rented machinery and equipment is less than min. requirement of the project as per BOQ and no undertaking i.e. commitment/plan to arrange balance machinery & Equipment is provided. 	10		
				10 points	
				08 points	
				0 point	

No.	Evaluation Item	Description of Criteria	Max Points	Evaluation Criteria	Evaluation Comment
4	Financial Status	Working Capital in last three (03) years as per audited accounts of the firm	20		
		Annual Average Turnover for last three (03) years			
		- Average annual turnover for last three years is equals to or more than 03 times the estimated cost of this project.		20 points	
		- Average annual turnover for last three years is equals to or more than 02 times the estimated cost of this project.		10 points	
		- Average annual turnover for last three years is equals to or more than the estimated cost of this project.		0 point	
		- Points will be awarded on pro rata basis where average annual turnover lies in between the given figures.			
		- If the bidder failed to provide required documents against audited accounts for last 03 years, even after seeking clarification, the bidder will be Non-Responsive irrespective of his total points in technical evaluation.			
5	HSEQ	Bidder has provided information on its QA/QC system and HSE policy	20		
		QA/ QC Management System	10		
		- Complete details of Quality Management System are provided (i.e. Project Quality Plan, QIP, Method Statements, QA/QC Forms etc.)		10 points	
		- Substantial details are provided		8 points	
		- Partial details are provided		5 points	
		-No details provided or provided detail are not in-line with Project requirement.		0 point	
		HSE	10		
		- As per HSE Bids evaluation criteria (Annexure - III-H)			
6	Manpower	Bidder's key personnel allocated on this project have sufficient experience	20		
		Project Manager 01 no. , Site Incharge 01 no.	10		
		- All main disciplines having more than 10 years relevant pipeline construction, welding, testing and commissioning works experience of Oil & Gas sector. (Must have relevant engineering degree)		10 points	
		- All main disciplines having 5 - 10 years relevant pipeline construction, welding, testing and commissioning works experience of Oil & Gas sector. (Must have relevant engineering degree)		5 points	
		- All main disciplines having less than 5 years relevant pipeline construction, welding, testing and commissioning works experience of Oil & Gas sector. (Must have relevant engineering degree)		0 points	
		Site Supervisors (Pipeline/Mechanical 01 no., Civil 01 no. , QA/QC 01 no., HSE 01 no.)	10		
		- All main disciplines having more than 10 years relevant pipeline construction, welding, testing and commissioning works experience of Oil & Gas sector. (Must have DAE in relevant field)		10 points	
		- All main disciplines having 5 - 10 years relevant pipeline construction, welding, testing and commissioning works experience of Oil & Gas sector. (Must have DAE in relevant field)		5 points	
		- All main disciplines having less than 5 years relevant pipeline construction, welding, testing and commissioning works experience of Oil & Gas sector. (Must have DAE in relevant field)		0 points	
	Total Points		100		
	Recommendations				

Notes

1 Minimum Qualifying Score (Responsiveness) - 70%

2 The bidding shall be as per Single Stage One Envelope Procedure. Each bid shall comprise one single envelope containing financial proposal and technical proposal.

3 Minimum 50% required in Financial Status and Relevant Experience category and minimum 70% required in HSE evaluation for responsiveness.

4 Contractor must submit Valid PEC License for execution of works in respective field of specializations. If applied for renewal/up-gradation of License, bidder(s) must provide last year PEC valid License with PEC receipt of renewal. Renewed/upgraded PEC License shall be provided before completion of work. (Contractor to furnish undertaking/affidavit to provide renewed PEC License if expired before completion of work).



HSE Bid Evaluation Sheet (Annexure - III-H)

Sr. No.	Description	Required Reference Documents	Max Points	Marking Criteria
1	Has the bidder shared the profile/CV of the HSE person to be involved in the project. If yes, is the person competent enough to monitor and control the HSE related project issues?	CV	2	Experience < 5 yrs. : 50% Experience >= 5 yrs.: 100%
2	Has the bidder certified for ISO-14001/45001 or has a detailed HSE MS and has provided affidavit of compliance with OGDCL HSE MS?	ISO 14001/45001 Certification, Organizational HSE MS/ Compliance Affidavit	2	ISO Certification: 100%; Comprehensive HSE MS: 70%; Compliance with OGDCL HSE MS: 50%
3	Has the bidder shared any Emergency response plan?	Emergency Management Plan	2	Provided: 100%; Not Provided: 0%;
4	Is the bidder willing to provide fire fighting equipment (fire extinguishers, Fire Blanket and canopies for hot works), as required by the company	Letter of compliance to provide fire fighting equipment	2	Provided: 100%; Not Provided: 0%;
5	Has the bidder submitted HSE Plan/Risk Assessments against the activities covered in the scope of work?	HSE Plan / Risk Assessments	2	Commitment to provide HSE Plan: 50%; Provision of historic HSE Plan: 70%; Provision of project specific HSE Plan/RA: 100%
			10	

Notes:

1) Passing criteria - 70%.



ATTACHMENT 1

GENERAL INFORMATION



GENERAL INFORMATION

All bidder(s) and each partner of JV shall provide the complete information as per below format. Nationality information is also to be provided for foreign bidder(s) who are forming part of the JV as required under PEC Bye-Laws.

1	<p>Name of Company / Lead Partner / Applicant: _____</p> <p>Telephone# _____ Fax# _____ Email: _____</p> <p>Permanent Office Address: _____</p> <p>Place of Incorporation/Registration: _____ Year: _____</p> <p>Pakistan Engineering Council # _____ Validity (Year): _____ Category: _____</p> <p>Field of Specialization(s): _____ Applied for Renewal / Up-gradation: <u>YES / NO</u></p> <p>Registration(s): 1. NTN# _____ 2. GST# _____</p> <p>3. Provisional Sale Tax # for each province:</p> <p>i. ICT#: _____ Registered / Un-Registered.</p> <p>ii. PUNJAB#: _____ Registered / Un-Registered.</p> <p>iii. SINDH#: _____ Registered / Un-Registered.</p> <p>iv. BALOCHISTAN#: _____ Registered / Un-Registered.</p> <p>v. KPK#: _____ Registered / Un-Registered.</p>
2	<p>Company / Lead Partner / Applicant Bank Details:</p> <p>Bank Name: _____ Branch Name: _____ Account# _____</p> <p>Address: _____ IBAN#(24 Digit): _____</p> <p>Contact Name: _____ Title / Designation: _____</p> <p>Telephone: _____ Fax: _____</p>
3	<p>Company Lead Partner / Applicant Owner Name: _____ Mobile# _____</p> <p>Email: _____ CNIC# (Attach attested copy) _____</p> <p>Director(s) Details – If any:</p> <p>1. _____ Email: _____ Mobile# _____ CNIC# (Attach attested copy) _____</p> <p>2. _____ Email: _____ Mobile# _____ CNIC# (Attach attested copy) _____</p> <p>3. _____ Email: _____ Mobile# _____ CNIC# (Attach attested copy) _____</p>



	<p>Name of JV Partner (1): _____</p> <p>Telephone# _____ Fax# _____ Email: _____</p> <p>Permanent Office Address: _____</p> <p>Place of Incorporation/Registration: _____ Year: _____</p> <p>Pakistan Engineering Council # _____ Validity (Year): _____ Category: _____</p> <p>Field of Specialization(s): _____ Applied for Renewal / Up-gradation: YES / NO</p> <p>Registration(s): 1. NTN# _____ 2. GST# _____ 3. Provisional Sale Tax # for each province:</p> <p>i. ICT#: _____ Registered / Un-Registered.</p> <p>ii. PUNJAB#: _____ Registered / Un-Registered.</p> <p>iii. SINDH#: _____ Registered / Un-Registered.</p> <p>iv. BALOCHISTAN#: _____ Registered / Un-Registered.</p> <p>v. KPK#: _____ Registered / Un-Registered.</p>
4	<p>Name of JV Partner (2): _____</p> <p>Telephone# _____ Fax# _____ Email: _____</p> <p>Permanent Office Address: _____</p> <p>Place of Incorporation/Registration: _____ Year: _____</p> <p>Pakistan Engineering Council # _____ Validity (Year): _____ Category: _____</p> <p>Field of Specialization(s): _____ Applied for Renewal / Up-gradation: YES / NO</p> <p>Registration(s): 1. NTN# _____ 2. GST# _____ 3. Provisional Sale Tax # for each province:</p> <p>i. ICT#: _____ Registered / Un-Registered.</p> <p>ii. PUNJAB#: _____ Registered / Un-Registered.</p> <p>iii. SINDH#: _____ Registered / Un-Registered.</p> <p>iv. BALOCHISTAN#: _____ Registered / Un-Registered.</p> <p>v. KPK#: _____ Registered / Un-Registered.</p>
5	<p>Authorized Person Name (On behalf of Applicant): _____ Mobile# _____</p> <p>CNIC# (Attach attested copy) _____ Designation: _____ Email: _____</p> <p style="text-align: center;"><u>(Responsibilities must be define in authority letter)</u></p>

Note: Bidder(s) may provide/attached additional information.



BIDDING FORM,
APPENDICES TO BID
AND
AFFIDAVIT



BIDDING FORM

Date.....
Tender Enquiry No.

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

Having examined the conditions of contract, scope of work and Instructions to bidders of Invitation to Bids, the receipt of which is hereby acknowledged, we the undersigned, offer to perform 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 90 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..... (year) 201--,

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)



BA-1
Appendix-A to Bid

SPECIAL STIPULATIONS CLAUSE

1.	Engineer's Authority to issue Variation in emergency	2.1	To convey after approval in accordance with the rules and regulations of the Employer.
2.	Minimum Amount of Performance Security and time for furnishing.	10.1	10% of total Contract Price stated in the Letter of Acceptance in the form of (a) bank guarantee or (b) Pay Order or (c) Demand Draft will be provided within 07 days after LOI issuance or as required by employer.
3.	Time for Furnishing Programme	14.1	Within 5 days from the date of receipt of Letter of Acceptance.
4.	Time for Commencement	41.1	Within 03 days from the date of receipt of Engineer's Notice to Commence.
5.	Time for Completion	43.1, 48.2	45 days-Calendar days from the date of receipt of Engineer's Notice to Commence/ possession of site.
6.	Amount of Liquidated Damages	47.1	0.1 % of the Contract Price for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price stated in the Letter of Acceptance.
7.	Defects Liability Period	49.1	One (01) Year from the effective date of Taking Over Certificate (completion of works)
8.	Percentage of Retention Money	60.2	10% of the amount of Interim Payment Certificate.
9.	Limit of Retention Money	60.2	05% of Contract Price stated in the Letter of Acceptance.
10.	Minimum amount of Interim Payment Certificates (Running Bills)	60.2	Not Applicable
11.	Time of Payment from delivery of Engineer's Interim Payment Certificate to the Employer.	60.10	As per Employer's procedure.
12.	Mobilization Advance * (Interest Free)	60.12	This Clause is deleted and no mobilization advance allowed.
13.	Price Adjustment Clause		This Clause is deleted and no escalation allowed.
14.	Bid Security		Two (02)% of estimated cost as stipulated in the press advertisement in the form of pay order or demand draft or Bank Guarantee must accompany the technical bids.



Appendix-D to Bid

BILL OF QUANTITIES



TABLE OF CONTENTS

Section No	Description	Sheet No.
1	Summary of Bid Price Schedule	6
2	BOQ Preamble	7
3	Works Pipeline/Piping BOQ	8
4	Note's	12



Location:- **Chak 63#2, Sindh**

Completion Period: - **45 days**

SUMMARY OF BID PRICE SCHEDULE

Sr No	Description	Total Cost (Without PST/ICT) Rs.
1	Mechanical Works	_____
2	Civil Works	_____
TOTAL (RS)*		

IN WORDS: PKR

*** NOTE:**

- 1- *The Quoted cost is inclusive of all Tax's, duties, levies except provincial sales tax (PST) / ICT where applicable, which shall be paid / borne by OGDCL as actual.*
- 2- *Amendment, Modification, re-production of this BOQ is not allowed, failure to comply will lead to dis-qualification*

Sign & Stamp
(Employer)

Sign & Stamp
(By Bidder)



BILL OF QUANTITIES

A. Preamble

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per the Contract.
3. The rates and prices entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labour, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
4. ~~A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.~~
5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works.
6. General directions and description of work and materials are not necessarily repeated nor summarised in the Bill of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clause 58.2 of Part I, General Conditions of Contract.
8. Items in the Bill of Quantities denoted Provisional, including those marked "PROVISIONAL QUANTITY", in either upper or lower case letters, shall only be executed if they are the subject of a written instruction from the Engineer. The rates set out for such items shall be used for the valuation of works so ordered by the Engineer in writing whether the quantities shown are used wholly or in part.



OIL & GAS DEVELOPMENT COMPANY LIMITED

Flow line from Well Chak-63#2 to Well Chak-63#4

TENTATIVE MECHANICAL WORKS

SR#	ITEM DESCRIPTION	UNIT	QTY	UNIT RATE	Total	Remarks
				Without SST	Rate (Without SST) x QTY	
				(PKR)	(PKR)	
1.0	Fabrication, Internal cleaning, welding & Installation of pipeline 6" dia Sch-80. includes but not limited to the following	RM	3800.000	2,950.00	11,210,000.00	All welding to be done in accordance with API 1104 & other applicable Standards
<i>Above quoted rates are inclusive of the followings:</i>						
i	Receiving, Loading, transportation, unloading of pipes, bends and allied material from store at site as per specification / requirement.					
ii	Stringing of Pipeline along with ROW					
iii	Lowering of pipeline in trench with proper arrangement as per standard.					
iv	Area must be clear and reinstate, and shifting of any left over material from ROW/Well site to desired store after completion of work.					
v	Installation of Anchor Flanges and Insulation Joints as per instructions of Engineer Incharge					
vi	All type of interconnections of pipeline with tie-in at well head raiser and with any existing system as per instructions of Engineer Incharge.					
vii	All tools equipment, such as GPS, Total Station Machines, line locator etc will be arranged by Contractor for route / Chainage marking , placing of Chainage markers, Benchmarks identification, etc and execution of work as per IFC Drawing given by Designer / Consultant.					
viii	Supply and placing of sand bags (1' x 2' x 4") which to be utilized at overall pipeline section as per project specification.					
ix	Holiday testing and repair of damage coating with standard repairing material					
x	Identifying of already layed different pipelines, cables, structures etc with proper instrument for safe operation.					
xi	Dewatering & Flushing using pump in case of pond or Waterlogged area which shall be carried out by the CONTRACTOR.					
xii	All tools, machinery, manpower, consumables, welding electrodes(Preferably Lincoln, Hobort,Miller or equivalent) , grinding disc, power brushes etc, any type of gases, and any other consumables not mentioned here but required for completion on part of Contractor.					
xiii	Radiography/ NDT and 3rd party inspection shall be done by OGDCL as per industry standards, codes and procedures.					
xiv	All SOPs of HSEQ, 3rd party inspection & Radiography, codes & standards, prevailing industry practice should be followed throughout the work for QA/QC.					
xv	Line locator will be arranged by Contractor to trace out the already existing buried flow lines.					
xvi	Work space preparation is on Contractor end.					
xvii	Shifting and Instalation of Bends as per site requirement					
xviii	Neoprene sheets should be placed between pipelines. Bond box to be provided in case of foreign pipeline is CP protected. Neoprene sheet should be as per manufactured to BS2750 Standard.					
2.0	Heat Shrinkable Sleeves					
	Installation of heat shrinkable sleeves (sleeves & patches shall be provided by OGDCL) which includes shifting of sleeves from store to site, surface preparation with sand blasting SA 2.5 (as per standard and instructions of engineer In charge), including supply & application of primer (Compound A+B) with application KIT, tools, equipment,machinery etc complete in all respect by contractor as per relevant code & standard.	No	350.00	3,000.00	1,050,000.00	
3.0	Installation of Cold Bends					
	Fabrication & Installation of Cold bends of 6" dia pipe Schedule 80 of all degrees as per site requirement. All tools, equipment, machinery, welding Consumables, HSD, gases and any work, etc required including Work space preparation is on Contractor end for execution & completion of job, using the operation of pipe bending machine. OGDCL will provide the material Pipe only.	No	10.00	80,000.00	800,000.00	
4.0	Thrust Boring					
	Crossings along the route, including supply of all material, tools, construction of supports, any civil works, re-instatement, casing pipes, seals, insulators, vent, drains and insulation lining for pipeline as per relevant standard's & Code, drawing's and specifications. Crossings includes Roads, Water Courses, Nallah's and other crossings etc.Jute bags should be filled with fine sand (no 40 to no 200 sieve). Ø12" Half Cut Pipe Length: 9500x1	RM	100.00	9,500.00	950,000.00	



OIL & GAS DEVELOPMENT COMPANY LIMITED

Flow line from Well Chak-63#2 to Well Chak-63#4

TENTATIVE MECHANICAL WORKS

SR#	ITEM DESCRIPTION	UNIT	QTY	UNIT RATE	Total	Remarks
				Without SST	Rate (Without SST) x QTY	
				(PKR)	(PKR)	
5.0	HYDROSTATIC TESTING, PIGGING & COMMISSIONING					
5.1	<p>Hydrostatic testing of pipeline Hydrostatic testing of 6" dia pipe Schedule 80 pipeline as per project specification design and Client requirements. Contractor shall provide all material, tools, equipment, machinery, supply of water, temporary test plugs, couplings, flanges, nuts, bolts, recorder gauges, valves, fittings, gauges, cleaning and flushing and all necessary arrangements required for hydrostatic testing would be responsibility of contractor and should be done as per relevant specification, Code & standard. After Hydrostatic testing, Water Disposal/Drain out is on contractor end & contractor will excavate / bury the Pit / trench for water disposal as per site requirement. OGDCL will acquire & provide the land to contractor to dispose off / to drain out the water from pipelines safely.</p>	RM	3800.00	250.00	950,000.00	<i>All works to be done in accordance with applicable codes and standards</i>
5.2	<p>PIGGING: Pigging of 6" dia pipe Schedule 80, etc Line shall be cleaned, flush and made dry by using pigs as per specification, standard practice. Scope also include supply of brand new pigs, pigging of pipeline and all tools, equipment, machinery, civil works, arrangements required for execution & completion of work. Pigging of flow line may be executed in various sections to avoid pig sticking. In case of pig sticking, all arrangement for recovering of pig is contractor responsibility.</p>					<i>All works to be done in accordance with applicable codes and standards</i>
6.0	WHA and Tie-in Works					
6.1	Dismantling, Cutting, removal of Valves, Flanges, fittings etc and shifting of WHA from Chak 07A to Chak 63#2 as per codes and standards. All tools, equipment, machinery etc is on part of the contractor	LSM	1.00	100,000.00	100,000.00	
6.2	Fabrication Welding of Above Ground Piping of various sizes of dia 1/2", 3/4", 1", 2", 3", 4", 5", 6", 8", 10", 12", etc of different Schedules (i.e. Sch 80, 120, 160 etc) as per instructions of Engineer Incharge, including the Re-beveling installation/erection-tightening of valves, fittings, flanges, etc as per site requirement. All tools, equipment, machinery, welding consumables, HSD, argon gas, other gases and any work, etc required for execution & completion of the job is on Contractor end. OGDCL will only provide the material i.e. Pipe, fittings, valves, studs, etc only.	Dia Inch	600.00	3,350.00	2,010,000.00	
6.3	Surface preparation (by sand blasting) and supply & application of Primer & 02 coats paint of above ground Piping. As per specification Codes and Standards	LSM	2.00	175,000.00	350,000.00	
6.4	Hydro testing and commissioning of complete WHA and Tie-in Assembly as per project specification & Client requirements. Contractor shall provide all material, tools, equipment, supply of water, temporary test plugs, coupling, flanges, nuts, bolts, gauges, cleaning & flushing and all necessary arrangement required for hydro testing shall be contractor reasonability.	LSM	2.00	130,000.00	260,000.00	



OIL & GAS DEVELOPMENT COMPANY LIMITED

Flow line from Well Chak-63#2 to Well Chak-63#4

TENTATIVE MECHANICAL WORKS

SR#	ITEM DESCRIPTION	UNIT	QTY	UNIT RATE	Total	Remarks
				Without SST	Rate (Without SST) x QTY	
				(PKR)	(PKR)	
7.0	As built Drawing					
	As built Drawing: Preparation of As Built drawings of underground pipeline of 6" pipeline schedule 80 and also above ground piping.	LSM	1.00	150,000.00	150,000.00	
Total Inclusive of all applicable taxes exclusive of PST					17,830,000.00	
Note: All Above quoted rates are inclusive of the followings:						
i	The rate for the given BOQ shall inclusive of all applicable taxes excluding PST.					
	Since this is a fast track project of 45 Days duration. Therefore, Contractor to ensure the deployment of following minimum resources as per workfront: 03 nos. fabrication teams (01 qualified experienced welders each) 02 nos. Wheel based excavators (Jack Hammers & Chain based must be provided where required), 02 nos. Crane mounted trucks, 01 nos. Double-axle Trailers 01 nos. 5-Ton Cranes (Contractor to provide extra capacity cranes where needed 30 Ton & 50 Ton) , 02 Pipe layers					
ii	02 nos. all terrain vehicles for movement of crew 05 nos. Welding Machines, 01 Pipe bending machine 02 nos. Compressors 01 no. Hydrostatic test pump; and all other necessary equipment/machinery not mentioned above should be deployed by Contractor for timely completion of the project. In addition contractor shall provide valid 3rd party certified fitness certificates of machinery and equipment from any of these mentioned companies i.e. TUV Austria/Pak, Inspect, SGS Pk, Velosi, Moody Intl. which is to be ensured by OGDCL C&ESS department prior to mobilization.					
iii	WPS, PQR should be provided by Contractor before WQT of Welders. The Welders qualified against this project must not be changed during the project. Any kind of pipeline welds must not be started before successful WQT of the Welders					
iv	All mobility for works, loading, transportation and off loading of the company supplied line pipes from company designated places to site as per relevant specifications, vendor recommendations, standard procedures and as per instructions & satisfaction of Engineer I/C at site is the responsibility of the contractor.					
v	OGDCL reserves the right to increase / decrease the quantum of work, contractor is bound to execute additional extra work of all stated BOQ Line items upon the quoted rates after obtaining prior written granted permission / approval of Engineer Incharge. However, payment will be made on actual work done quantities.					
vi	If any work which is necessitated for project as per site requirement & not part of BOQ, contractor is bound to execute such work after obtaining prior written granted permission / approval of Employer. The rates for such work will be fixed amicably as per local market & the increased amount of contract will be added in contract price accordingly.					
vii	If contractor executed any work even which is part of BOQ OR not part of BOQ without written granted approval of Engineer Incharge / Employer, OGDCL is not liable / bound to pay the charges of executed work.					
viii	ITP (WPS/WQT/PQR, PQP, ALL QA/QC Documents related to project) & HSE QA Documents will be provided by Contractor before commencement of work & must be approved by TPI / PEFD Kunnar OGDCL. Contractor should deploy QA/QC and HSEQ Rep at site to ensure compliance of HSEQ codes and standards as per industrial practice					
ix	Contractor to comply with Relevant codes & standards, specifications respectively.					
x	De watering and Flushing using pumps in case of pond or Water logged area shall be carried out by the contractor					
xi	All area must be cleared and reinstated and shifting of any left over material from ROW/ Well Site to desired store after completion of work by Contractor.					
xii	Contractor must arrange pre bid meeting with Employer / site visit of area before bid opening to assess /analyze the site, BOQ, Drawings, etc properly and raise the technical queries / highlight the issues if there is any for clarification & resolution before bid opening. Otherwise Contractor is bound to execute all the BOQ Line					
xiii	For Water logged area Buoyancy weights, Contractor should place on Flow line as per specification given in design.					
xiv	Contractor manually Excavate the cross pits to Identify already laid different pipelines, cables etc with proper instrument for safe operation / execution.					
xvii	Mobilization / De-Mobilization, Equipment, Machinery, Tools, POL, Manpower, Camping, utilities, and fitness certification of machinery, tools and material etc required for completion of work on part of contractor					
xviii	Inspection Request to be submitted by the contractor to QA/QC Inspector (appointed by OGDCL) prior to start any activity related to the project					



OIL & GAS DEVELOPMENT COMPANY LIMITED

Flow line from Well Chak-63#2 to Well Chak-63#4

TENTATIVE CIVIL WORKS

Sr. No	Description	Quantity	Unit	Rate (PKR) inclusive of all applicable taxes, exclusive of PST / ICT Sale Tax	Amount (PKR) inclusive of all applicable taxes, exclusive of PST / ICT Sale Tax
1	Area Clearance, Clearing, Grubbing, Trees / Bush Cuttings, Leveling, etc complete in all resect as per instructions of Engineer Incharge	42854.41	SQM	25.50	1,092,787.46
2	Excavation as in Ordinary Soil upto 1.5 M depth, in pipe trenches up to 1.5 M wide, in shafts, wells and independent holes up to 30 sqm each and throw earth clear of edges of excavation including de-watering of trench and maintenance of clear width and depth of excavated trench till lowering & testing of pipeline, etc, complete in all resect as per instructions of Engineer Incharge	3500.00	RM	699.11	2,446,885.00
3	Excavation as in Ordinary Soil upto 1.5 M depth, in foundation and pipe trenches upto 1.5 M wide, in shafts, wells and independent holes upto 30 sqm each and throw earth clear of edges of excavation, complete in all resect as per instructions of Engineer Incharge	70.26	CUM	331.50	23,291.19
4	Earth Filling / Back Filling of Pipe Trench as in Ordinary or hard soil, filling in pipe trenches, shafts, wells, independent holes, under floors or around plinths etc., 1.5 M below or above Ground Level (GL), including construction of crown having crown height of 1 ft, compaction and dressing to required profile and shape, complete in all resect as per instructions of Engineer Incharge	3500.00	RM	746.80	2,613,800.00
5	Making Embankment, with the specified /approved soil obtained from borrow excavation including Loading, compaction to required density, and dressing to required profile and shape as specified, complete in all resect as per instructions of Engineer Incharge	5620.06	CUM	667.50	3,751,390.05
6	Earth filling / Back Filling as in Ordinary or hard soil, filling in foundation, pipe trenches, shafts, wells, independent holes, under floors or around plinths etc., 1.5 M below or above Ground Level (GL), with spoil obtained from excavation in trenches/over areas excluding watering and compaction and including dressing to required profile and shape, complete in all resect as per instructions of Engineer Incharge	44.52	CUM	360.00	16,027.20
7	P&L WBM / Gravel, of any thickness as specified, including rolling, compacting, filling in depression and watering during rolling, complete in all resect as per instructions of Engineer Incharge	3.75	CUM	3561.00	13,353.75
8	P&L PCC (1:4:8) using Crushed or Broken Stone Graded; all as specified, complete in all resect as per instructions of Engineer Incharge	3.34	CUM	10612.50	35,445.75
9	P&L PCC (1:2:4) using & Crushed or Broken Stone Graded; all as specified, complete in all resect as per instructions of Engineer Incharge	6.78	CUM	12208.50	82,773.63
10	P&L RCC (1:2:4) in different structural elements (foundation etc) using Crushed or Broken Stone including form work all as specified. Reinforcement measured and paid separately, complete in all resect as per instructions of Engineer Incharge	8.67	CUM	15142.50	131,285.48

Sr. No	Description	Quantity	Unit	Rate (PKR) inclusive of all applicable taxes, exclusive of PST / ICT Sale Tax	Amount (PKR) inclusive of all applicable taxes, exclusive of PST / ICT Sale Tax
11	P&L of RCC (1:2:4) in different structural elements (columns, beams, stairs, posts, struts, piers, lintels, and the like) using Sulphate Resistance Cement & Crushed or Broken Stones including form work all as specified. Reinforcement measured and paid separately, complete in all respect as per instructions of Engineer Incharge	2.07	CUM	20881.50	43,224.71
12	S&F bars round, using deformed bars Grade-60, including cutting, bending, binding (incl. binding wire) and placing reinforcement in position, complete in all respect as per instructions of Engineer Incharge	480.51	KGs	231.00	110,997.81
13	S&A 19 mm thick Cement Sand double plaster in 1:4 on walls, ceiling, etc finished, complete in all respect as per instructions of Engineer Incharge	23.12	SQM	634.50	14,669.64
14	S&A 02 Coats of Water Proofing Compound, using Bitumen 10/20, applied hot @ 4.90 Kg / 10 Sqm, complete in all respect as per instructions of Engineer Incharge	41.66	SQM	450.00	18,747.00
15	P&L 02 Coats of White Wash on Pedestals, complete in all respect as per instructions of Engineer Incharge	15.68	SQM	52.50	823.20
16	S&F MS Plate 12mm thick welded fixed to the pedestal etc, complete in all respect as per instructions of Engineer Incharge	200.03	KGs	531.25	106,265.94
17	S&F RCC pipes 600 mm bore, laid and jointed with spigot socket or tongue and groove joint, include rubber ring, as specified, complete in all respect as per instructions of Engineer Incharge	29.26	RM	3880.50	113,543.43
Total Inclusive of all applicable taxes exclusive of SST					10,615,311.22
A	Grand Total (Mech+ Civil) Inclusive of All Applicable Taxes Exclusive of PST / ICT Sale Tax				28,445,311.22
B	Percentage _____% Above/Below (Tick One) the Estimated Cost (Rs)				
C	Total Amount inclusive of Percentage above or below as quoted above (A+B) (Rs.)				
D	Rate & Amount Of PST / ICT Sale Tax On Total Amount at Sr. C (Rs.)		@ _____ %		
E	Grand Total Inclusive Of All Applicable Taxes With PST / ICT (C+D) (Rs.)				
Total Bid Amount in Words _____					
Note:					
1. The rate and amount given in the BOQ are inclusive of all applicable taxes excluding PST / ICT. The rate and amount of PST / ICT Sale Tax will be mentioned separately in the above referred relevant row / column.					
2. Bidder(s) must submit complete tender documents as available on website and having duly stamped and signed at the time of submission of bid otherwise OGDCL reserves the right to reject the bid.					
3. Bidder(s) shall clearly mention if he is opting for reduced rate of PST / ICT and his bid shall be evaluated accordingly by adding reduced sales tax in their bid price, whereas, the bidders who opt for full rate of PST / ICT Sale Tax, their bids will be evaluated excluding PST / ICT. No change will be acceptable in the option of rate of PST / ICT Sale Tax after submission of the bid.					
4. The contractor being registered with respective revenue authority is entitled to charge applicable sales tax over and above its bid price (excluding sales tax) and will be responsible for the payment of such sales tax to the respective revenue authority as per prevailing laws. OGDCL shall reimburse the amount of sales tax to the concerned contractor based on valid payment documents of respective revenue authority.					
5. OGDCL shall withhold applicable income tax / PST / ICT as per prevailing withholding rules.					
6. PST stands for Provincial Sales Tax, ICT stands for Islamabad Capital Territory Sales Tax and PKR stands for Pak Rupees.					



BE-1

Appendix-E to Bid

PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid. The Bidder shall provide as Appendix-E to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete each work item in such a manner that his proposed programme for completion of the whole of the Works and parts of the Works may meet Employer's completion targets in days noted below and counted from the date of receipt of Engineer's Notice to Commence (Attach sheets as required for the specified form of Construction Schedule):

<u>Description</u>	<u>Time for Completion</u>
Whole Works	45 Calendar days



BF-1

Appendix-F to Bid

METHOD OF PERFORMING THE WORK

[The Bidder is required to submit a narrative outlining the method of performing the Work. The narrative should indicate in detail and include but not be limited to:

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.
2. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.
3. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.]



BG-1

Appendix-G to Bid

LIST OF MAJOR EQUIPMENT – RELATED ITEMS

(To be used by the Bidder)

[The Bidder will provide on Sheet 2 (as below) of this Appendix a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the Works well within stipulated time period as per appendix-E without causing any delay and to fulfill the requirements as per BOQ (specifications). The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications.]

Owned Purchased or Leased	Description of Unit (Make, Model, Year)	Capacity/ HP Rating	Condition	Present Location or Source	Date of Delivery at Site	Period of Work on Project
1	2	3	4	5	6	7
a. Owned						
b. To Be Purchased						
c. To be arranged on lease / rent						



BH-1

Appendix-H to Bid

CONSTRUCTION CAMP AND HOUSING FACILITIES

The Contractor in accordance with Clause 34 of the Conditions of Contract shall provide description of his construction camp's facilities, staff housing requirements and arrangements of safety & security of its equipment and personnel.

The Contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the Contractor's construction camp.

The Bidder shall list or explain his plans for providing these facilities for the service of the Contract as follows:

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.
 - a) Power (expected power load, etc.).
 - b) Water (required amount and system proposed).
 - c) Sanitation (sewage disposal system, etc.).
3. Construction of Facilities
 - a) Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
 - b) Warehouses and Storage Areas (area required, type of construction and layout).
 - c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Arrangements of safety & security of its equipment and personnel and Other Items Proposed (Security services, HSEQ, utilities arrangement, facilities, emergency response mechanism etc.).



BI-1

Appendix-I to Bid

LIST OF SUBCONTRACTORS

I/We intend to subcontract the following parts of the Work to subcontractors. In my/our opinion, the subcontractors named hereunder are reliable and competent to perform that part of the work for which each is listed.

Enclosed are documentation outlining experience of subcontractors, the curriculum vitae and experience of their key personnel who will be assigned to the Contract, equipment to be supplied by them, size, location and type of contracts carried out in the past.

Part of Works (Give Details)	Subcontractor (With Complete Address)
1	2



BJ-1

Appendix-J to Bid

ESTIMATED PROGRESS PAYMENTS

Payment will be made on actual work done bases.



BK-1

Appendix-K to Bid

**ORGANIZATION CHART FOR THE
SUPERVISORY STAFF AND LABOUR**



Appendix-L to Bid

LIST OF BIDDER DRAWINGS

(Bidder Drawings are Attached Separately as Volume-III)



Appendix-M to Bid

(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 _____



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 or any of its directors have not been black listed/de-listed by any
Institutional agencies/Govt. Deptt/ Public Sector Undertaking.
5. That there is no change in the Name & Style, Constitution and Status of the firm,
after Pre-qualification.
6. That I further undertake that in case any of the facts contained above and in-our
application is round other-wise or incorrect or false at any stage, my/our
firm/company/ group/sister concerns/ associate companies shall stand debarred
from the present and future tenders of the OGDCL.

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

DEPONENT

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

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

DEPONENT

(Signature & Seal of Notary)



Form 1

Initiation of blacklisting Proceedings in furtherance of Rule 19 PPRA, 2004.

Case Reference:

Respondent Detail:

NAME

ADDRESS

NTN

CNIC

ENCIRCLE THE APPLICABLE

A) Undermines or adversely affect the operations of the company through any of the following:

a) Withdrawal of bid during the bid validity period;

b) Refusal to:

i. sign the contract;

ii. accept Purchase Order;

iii. execute work;

iv. submit Performance Security as per tender terms;

v. make supplies;

vi. fulfil contractual obligations as per contract;

vii. purchase order terms and conditions; and/or,

viii. failure to remedy underperformance as to contractual obligations.

c) Repeated non-performance.

B) Involvement in corrupt or fraudulent practices while obtaining or attempting to obtain contracts.

C). Conviction of fraud, corruption, tax evasion or criminal misappropriation by a court or competent forum.

D). Notified blacklisted/debarred/cross debarred by PPRA or any other public sector organization or international agencies.

SUPPORTING DOCUMENTS/ AFFIDAVIT

GM(LS)

GM(SCM) *JK*

At-att. S.
hes



FORMS

**BID BOND
PERFORMANCE SECURITY
GUARANTEE/BOND
CONTRACT AGREEMENT**



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. ----- 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 -----
-- 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. Fails, refuses or delays to execute contract as per Tender/Contract's
terms & conditions.
OR
 - ii. Fails, refuses or delays to furnish Performance Bond and/or Advance
Bank Guarantees.
OR
 - iii. Submit forged/fake document(s) in support of their bid.
OR
 - iv. Fails to provide/ perform services as specified in TOR.
2. To accept written intimation 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 intimation.
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)**

**Bank guarantee issued from banks mentioned in clause#15.1 of invitation to bid
will be preferred**



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 _____

In consideration of you having entered into contract No. _____ with _____ called Contractor and in consideration for value received from CONTRACTOR, we _____ at the request of _____ 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/USD) 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, or in case if any forged or fake documents is found at any stage under this contract, of which you shall be the sole and absolute judge.
2. To accept written intimation 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 from the date hereof **until expiry of defect liability period as per bid documents.**
4. That no grant of time or other indulgence to, amendment in the terms of the contract by Agreement between the parties, or imposition or 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 or otherwise 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 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

Bank guarantee issued from banks mentioned in clause#4.2 of invitation to bid will be preferred



CONTRACT AGREEMENT

CA-1

This agreement (Hereinafter called the “Contract”) made on ____ Day of ____, 20__ between Oil and Gas Development Company Ltd, Islamabad (Hereinafter called “The Employer”) of the one part, represented by *Mr.* _____ and *M/S* _____ (Hereinafter called “Contractor”) of the other part and represented by *Mr.* _____ of the *M/S* _____.

WHEREAS, the employer is desirous that certain Pipeline works should be executed.

Viz:- “_____.”

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this contract agreement words and expressions shall have the same meanings as are respectively assigned to them in the condition of contract hereinafter referred to.
2. The following documents specifically applicable to the said works shall be deemed to form and be ready and construed, as part of this contract agreement, and together with this agreement contract shall hereinafter be referred to as the contract documents. The order in which the documents are listed shall be indicative as to their priority in the event of (hereinafter referred to as “contract documents”):
 - i.* Contract Agreement.
 - ii.* Work Order
 - iii.* Letter of Acceptance.
 - iv.* LOI.
 - v.* Authority Letter.
 - vi.* JV Agreement with Responsibility Matrix (If any)
 - vii.* Affidavit
 - viii.* Integrity Pact
 - ix.* Form's
 - x.* Ethic Undertaking
 - xi.* Proposed construction schedule with Gantt Chart
 - xii.* Method of Performing the work
 - xiii.* Camping arrangements
 - xiv.* Organization Chart
 - xv.* Technical Specifications
 - xvi.* All Drawings
 - xvii.* Priced BOQ
 - xviii.* Compliance Sheet.
 - xix.* Bidding data
 - xx.* Special Stipulations.
 - xxi.* Particular Condition of Contract.
 - xxii.* General Condition of Contract.
 - xxiii.* Construction programme for execution of work over total period of ____ days.



- xxiv.** Instruction to Tenders.
xxv. Invitation of tenders.

3. The laws of Pakistan shall be the governing laws for this contract. This Contract shall have precedence over all other mentioned at Article 2 herein above.
4. In consideration of the payments to be made by the Employer to the contractor as hereinafter mentioned the contractor hereby covenant with the Employer to execute, complete and maintain the works in conformity in all respect with the provisions of the contract and the contract documents within the contract period.
5. The employer hereby covenant to pay the contractor in consideration of the execution, completion and maintenance of the works the contract price at the times, and in the manner prescribed by the contract documents.
6. Payment of all running bills and final bill shall be paid within the time as required by OGDCL. No interest shall be paid to the contractor for any delay in payment at OGDCL part.
7. Contractor is required to mobilize within Fourteen (14) days from the date of issuance of the work order/ Engineers Notice to proceed.
8. The supervising officer will undertake to approve all contractors' material(s) and shop drawing submittals within Fourteen (14) days or sooner, from the date of their receipt.
9. There shall be no restriction by the Employer for the overtime working of the contractor necessary to complete the works within the required time schedule and the attendance by the Employer's representative at time outside normal working hours to monitor and inspect the works will be given freely upon reasonable notification. This assistance shall not be construed to mean permanent working and therefore permanent attendance outside the supervising officer's normal working hours.

Contract Cost Rs. _____ (Pk Rupee _____) **(In Words)** _____) *inclusive of all Tax's, duties, levies except provincial sales tax (PST) / ICT where applicable, which shall be paid / borne by OGDCL as actual.* The contractor undertakes that no claims on account of market fluctuation will be entertained during the term of the contract for any item of work included in the schedule of Quantities annexed. The contractor shall not request for escalation of rates throughout the term of contract.

CONTRACT PERIOD: - ____ **Calendar days** from date of the site possession.

10. In case of default of the contractor and/or any of its sub contractors and/or any violation of the terms and conditions of the contract and the contract documents by the contractor and/or any of its contractors the work will be done at the risk & cost of the contractor as per Engineering Practice.



11. Contractor shall provide performance Bond in the shape of a pay order/Bank Guarantee from a Scheduled bank of Pakistan @ 10% of the bid Price.
12. The performance Bond shall remain valid from date of commencement till expiry of defect liability period after completion of work.
13. Anything not mentioned/clarified herein, in such eventuality the terms and conditions of the contract documents shall apply.

IN WITNESS whereof the parties hereto have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hand and seals) the day and year first above written.

For and on behalf of OGDCL

Mr. _____

Designation _____

For and on behalf of the Contractor

Mr. _____

M/S _____

In Present of Witnesses:-

1. Mr. _____

CNIC# _____

2. Mr. _____

CNIC# _____

1. Mr. _____

CNIC# _____

2. Mr. _____

CNIC# _____



PART – I
GENERAL CONDITIONS OF CONTRACT



PART – I

GENERAL CONDITIONS OF CONTRACT

Definitions and Interpretation

1.1 Definitions

In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:

- (a) (i) "Employer" means Oil & Gas Development Company Limited (OGDCL), who will employ the Contractor and the legal successors in title to the Employer, but not except with the consent of the Contractor any assignee of the Employer.
- (ii) "Contractor" means the person or persons, firms, company or Joint Venture whose tender has been accepted by the Employer and includes the Contractor's personal representatives, successors and permitted assigns.
- (iii) "Subcontractor" means any person named in the Contract as a Subcontractor for a part of the Works or any person to whom a part of the Works has been subcontracted with the consent of the Engineer and the legal successors in title to such person, but not any assignee of any such person.
- (iv) "Engineer" means the person appointed by the Employer (in writing) to act as Engineer for the purposes of the Contract and named as such in Part II of these Conditions.
- (v) "Engineer's Representative" means a person appointed from time to time by the Engineer under Sub-Clause 2.2.
- (b) (i) "Contract" means these Conditions (Parts I and II), the Specification, the Drawings, the Bill of Quantities, the Tender, the Letter of Acceptance, the Contract and The performance Bond.
- (ii) "Specification" means the specification of the Works included in the Contract and any modification thereof or addition thereto made under Clause 51 or submitted by the Contractor and approved by the Engineer.
- (iii) "Drawings" means all drawings, calculations and technical information of a like nature provided by the designer / contractor under the Contract and all drawings, calculations, samples, patterns, models, operation and maintenance manuals and other technical information of a like nature submitted by the Contractor and approved in writing by the Employer.



- (iv) "Bill of Quantities" means the priced and completed bill of quantities forming part of the Tender.
- (v) "Tender" means the Contractor's priced offer to the Employer for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Acceptance.
- (vi) "Letter of Acceptance" means the formal acceptance by the Employer of the Tender.
- (vii) "Contract" means the contract (if any) referred to in Sub-Clause 9.1.
- (viii) "Appendix to Tender" means the appendix comprised in the form of Tender annexed to these Conditions.
- (c) (i) "Commencement Date" means the date upon which the Contractor receives the notice to commence issued by the Engineer pursuant to Clause 41.
- (ii) "Time for Completion" means the time for completing the execution of and passing the Tests on Completion of the Works or any Section or part thereof as stated in the Contract (or as extended under Clause 44) calculated from the Commencement Date.
- (d) (i) "Tests on Completion" means the tests specified in the Contract or otherwise agreed by the Engineer and the Contractor which are to be made by the Contractor before the Works of any Section or part thereof are taken over by the Employer.
- (ii) "Taking-Over Certificate" means a certificate issued pursuant to Clause 48.
- (e) (i) "Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract.
- (ii) "Retention Money" means the aggregate of all monies retained by the Employer pursuant to Sub-Clause 60.2(a).
- (iii) "Interim Payment Certificate" means any certificate of payment issued by the Engineer other than the Final Payment Certificate.
- (iv) "Final Payment Certificate" means the certificate of payment issued by the Engineer pursuant to Sub-Clause 60.8.



- (f) (i) "Works" means the Permanent Works and the Temporary Works or either of them as appropriate.
- (ii) "Permanent Works" means the permanent works to be executed (including Plant) and maintained in accordance with the Contract
- (iii) "Temporary Works" means all temporary works of every kind required in or about the execution and completion of the Works and the remedying of any defects therein.
- (iv) "Plant" means machinery, apparatus and the like intended to form or forming part of the Permanent Works.
- (v) "Contractor's Equipment" means all appliances and things of whatsoever nature (other than Temporary Works) required for the execution and completion of the Works and the remedying of any defects therein, but does not include Plant, materials or other things intended to form or forming part of the Permanent Works.
- (vi) "Section" means a part of the Works specifically identified in the Contract as a Section.
- (vii) "Site" means the places provided by the Employer where the Works are to be executed and any other places as may be specifically designated in the Contract as forming part of the Site.
- (g) (i) "cost" means all expenditure properly incurred or to be incurred, whether, on or off the Site, including overhead and other charges properly allocable thereto but does not include any allowance for profit.
- (ii) "day" means calendar day.
- (iii) "foreign currency" means a currency of a country other than that in which the Works are to be located.
- (iv) "writing" means any hand-written, type-written, or printed communication, including telex, cable and facsimile transmission.

1.2 **Headings and Marginal Notes**

The headings and marginal notes in these Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.

1.3 **Interpretation**

Words importing persons or parties shall include firms and corporations and any organization having legal capacity.



1.4 **Singular and Plural**

Words importing the singular only also include the plural and vice versa where the context requires.

1.5 **Notices, Consents, Approvals, Certificates and Determinations**

Wherever in the Contract provision is made for the giving or issue of any notice, consent, approval, certificate or determination by any person, unless otherwise specified such notice, consent, approval, certificate or determination shall be in writing and the words "notify", "certify or "determine" shall be construed accordingly. Any such consent, approval, certificate or determination shall not unreasonably be withheld or delayed.

Engineer and Engineer's Representative

2.1 **Engineer's Duties and Authority**

- (a) The Engineer shall carry out the duties specified in the Contract.
- (b) The Engineer may exercise the authority specified in or necessarily to be implied from the Contract, provided, however, that if the Engineer is required, under the terms of his appointment by the Employer, to obtain the specific approval of the Employer before exercising any such authority, particulars of such requirements shall be set out in Part II of these Conditions. Provided further that any requisite approval shall be deemed to have been given by the Employer for any such authority exercised by the Engineer.
- (c) Except as expressly stated in the Contract, the Engineer shall have no authority to relieve the Contractor of any of his obligations under the Contract.

2.2 **Engineer's Representative**

The Engineer's Representative shall be appointed by and be responsible to the Engineer and shall carry out such duties and exercise such authority as may be delegated to him by the Engineer under Sub-Clause 2.3.

2.3 **Engineer's Authority to Delegate**

The Engineer may from time to time delegate to the Engineer's Representative any of the duties and authorities vested in the Engineer and he may at any time revoke such delegation. Any such delegation or revocation shall be in writing and shall not take effect until a copy thereof has been delivered to the Employer and the Contractor.

Any communication given by the Engineer's Representative to the Contractor in accordance with such delegation shall have the same effect as though it had been given by the Engineer. Provided that:



- (a) any failure of the Engineer's Representative to disapprove any work, materials or Plant shall not prejudice the authority of the Engineer to disapprove such work, materials or Plant and to give instructions for the rectification thereof; and
- (b) if the Contractor questions any communication of the Engineer's Representative he may refer the matter to the Engineer who shall confirm, reverse or vary the contents of such communication.

2.4 **Appointment of Assistants**

The Engineer or the Engineer's Representative may appoint any number of persons to assist the Engineer's Representative in the carrying out of his duties under Sub-Clause 2.2. He shall notify to the Contractor the names, duties and scope of authority of such persons. Such assistants shall have no authority to issue any instructions to the Contractor save in so far as such instructions may be necessary to enable them to carry out their duties and to secure their acceptance of materials, Plant or workmanship as being in accordance with the Contract, and any instructions given by any of them for those purposes shall be deemed to have been given by the Engineer's Representative.

2.5 **Instructions in Writing**

Instructions given by the Engineer shall be in writing, provided that if for any reason the Engineer considers it necessary to give any such instruction orally, the Contractor shall comply with such instruction. Confirmation in writing of such oral instruction given by the Engineer, whether before or after the carrying out of the instruction, shall be deemed to be an instruction within the meaning of this Sub-Clause. Provided further that if the Contractor, within 7 days, confirms in writing to the Engineer any oral instruction of the Engineer and such confirmation is not contradicted in writing within 7 days by the Engineer, it shall be deemed to be an instructions of the Engineer.

The provisions of this Sub-Clause shall equally apply to instructions given by the Engineer's Representative and any assistants of the Engineer or the Engineer's Representative appointed pursuant to Sub-Clause 2.4.

2.6 **Engineer to Act Impartially**

Wherever, under the Contract, the Engineer is required to exercise his discretion by:

- (a) giving his decision, opinion or consent,
- (b) expressing his satisfaction or approval,
- (c) determining value, or
- (d) otherwise taking action which may affect the rights and obligations of the Employer or the Contractor

he shall exercise such discretion impartially and fairly within the terms of the Contract and having regard to all the circumstances. Any such decision, opinion, consent expression of satisfaction, or approval, determination of value or action may be opened up, reviewed or revised as provided in Clause 67.



Assignment and Subcontracting

3.1 Assignment of Contract

The Contractor shall not, without the prior written consent of the Employer (which consent, notwithstanding the provisions of Sub-Clause 1.5, shall be at the sole discretion of the Employer), assign the Contract or any part thereof, or any benefit or interest therein or thereunder, otherwise than by:

- (a) a charge in favour of the Contractor's bankers of any monies due or to become due under the Contract, or
- (b) assignment to the Contractor's insurers (in cases where the insurers have discharged the Contractor's loss or liability) of the Contractor's right to obtain relief against any other party liable.

4.1 Subcontracting

The Contractor shall not subcontract the whole of the Works. Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Works without the prior consent of the Engineer. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any Subcontractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agent's servants or workmen.

Provided that the Contractor shall not be required to obtain such consent for:

- (a) the provision of Labour,
- (b) the purchase of materials which are in accordance with the standards specified in the Contract,
- (c) the subcontracting of any part of the Works for which the Subcontractor is named in the Contract.

4.2 Assignment of Subcontractors' Obligations

In the event of a Subcontractor having undertaken towards the Contractor in respect of the work executed, or the goods, materials, Plant or services supplied by such Subcontractor, any continuing obligation extending for a period exceeding that of the Defects Liability Period under the Contract, the Contractor shall at any time, after the expiration of such Period, assign to the Employer, at the Employer's request and cost, the benefit of such obligation for the unexpired duration thereof.



Contract Documents

5.1 Language/s and Law

There is stated in Part II of these Conditions:

- (a) the language or languages in which the Contract documents shall be drawn up, and
- (b) the country or state the law of which shall apply to the Contract and according to which the Contract shall be construed.

If the said documents are written in more than one language, the language according to which the Contract shall be construed and interpreted is also stated in Part II of these Conditions, being therein designated the "Ruling Language".

5.2 Priority of Contract Documents

The several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Engineer who shall thereupon issue to the Contractor instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows:

- (1) The Contract (if completed);
- (2) The Letter of Acceptance;
- (3) The Tender;
- (4) Part II of these Conditions;
- (5) Part I of these Conditions; and
- (6) Any other document forming part of the Contract.

6.1 Custody and Supply of Drawings and Documents

The Drawings shall remain in the sole custody of the Engineer, but two copies thereof shall be provided to the Contractor free of charge. The Contractor shall make at his own cost any further copies required by him. Unless it is strictly necessary for the purposes of the Contract, the Drawings, Specification and other documents provided by the Employer or the Engineer shall not, without the consent of the Engineer, be used or communicated to a third party by the Contractor. Upon issue of the Defects Liability Certificate, the Contractor shall return to the Engineer all Drawings, Specification and other documents provided under the Contract.

The Contractor shall supply to the Engineer four copies of all Drawings, specification and other documents submitted by the Contractor and approved by the Engineer in accordance with Clause 7, together with a reproducible copy of any material which cannot be reproduced to an equal standard by photocopying. In addition the Contractor shall supply such further copies of such Drawings, Specification and other



documents as the Engineer may request in writing for the use of the Employer, who shall pay the cost thereof.

6.2 One Copy of Drawings to be kept on Site

One copy of the Drawings, provided to or supplied by the Contractor as aforesaid, shall be kept by the Contractor on the Site and the same shall at all reasonable times be available for inspection and use by the Engineer and by any other person authorized by the Engineer in writing.

6.3 Disruption of Progress

The Contractor shall give notice to the Engineer, with a copy to the Employer, whenever planning or execution of the Works is likely to be delayed or disrupted unless any further drawing or instruction is issued by the Engineer within a reasonable time. The notice shall include details of the drawing or instruction required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

6.4 Delay and Cost of Delay of Drawings

If, by reason of any failure or inability of the Engineer to issue, within a time reasonable in all the circumstances, any drawing or instruction for which notice has been given by the Contractor in accordance with Sub-Clause 6.3, the Contractor suffers delay and/or incurs costs then the Engineer shall, after due consultation with the Employer and the Contractor, determine:

- (a) any extension of time to which the Contractor is entitled under Clause 44, and
- (b) the amount of such costs, which shall be added to the Contract Price, and shall notify the Contractor accordingly, with a copy to the Employer.

6.5 Failure by Contractor to Submit Drawings

If the failure or inability of the Engineer to issue any drawings or instructions is caused in whole or in part by the failure of the Contractor to submit Drawings, Specification or other documents which he is required to submit under the Contract, the Engineer shall take such failure by the Contractor into account when making his determination pursuant to Sub-Clause 6.4.

7.1 Supplementary Drawings and Instructions

The Engineer shall have authority to issue to the Contractor, from time to time, such supplementary Drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and completion of the Works and the remedying of any defects therein. The Contractor shall carry out and be bound by the same.



7.2 **Permanent Works Designed by Contractor**

Where the Contract expressly provides that part of the Permanent Works shall be designed by the Contractor, he shall submit to the Engineer, for approval:

- (a) such drawings, specifications, calculations and other information as shall be necessary to satisfy the Engineer as to the suitability and adequacy of that design, and
- (b) operation and maintenance manuals together with drawings of the Permanent Works as completed, in sufficient detail to enable the Employer to operate, maintain, dismantle, reassemble and adjust the Permanent Works incorporating that design. The Works shall not be considered to be completed for the purposes of taking over in accordance with Clause 48 until such operation and maintenance manuals together with drawings on completion have been submitted to and approved by the Engineer.

7.3 **Responsibility Unaffected by Approval**

Approval by the Engineer, in accordance with Sub-Clause 7.2, shall not relieve the Contractor of any of his responsibilities under the Contract.

General Obligations

8.1 **Contractor's General Responsibilities**

The Contractor shall always act and perform, with due care and diligence, design (to the extent provided for by the Contract), execute and complete the Works and remedy any defects therein in accordance with the provisions of the Contract. The Contractor shall provide all super-intendance, labour, material, Plant, Contractor's Equipment and all other things, whether of a temporary or permanent nature, required in and for such design, execution, completion and remedying of any defects, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract.

8.2 **Site Operations and Methods of Construction**

The Contractor shall take full responsibility for the adequacy, stability and safety of all Site operations and methods of construction. Provided that the Contractor shall not be responsible (except as stated hereunder or as may be otherwise agreed) for the design or specification of Permanent Works, or for the design or specification of any Temporary Works not prepared by the Contractor. Where the Contract expressly provides that part of the Permanent Works shall be designed by the Contractor, he shall be fully responsible for that part of such Works, notwithstanding any approval by the Engineer.



9.1 **Contract**

The Contractor shall, if called upon so to do, enter into and execute the Contract Agreement, to be prepared and completed at the cost of the Employer, in the form annexed to these Conditions with such modification as may be necessary.

10.1 **Performance Guarantee**

If the Contract requires the Contractor to obtain Performance Guarantee in the shape of Bank Guarantee for his proper performance of the Contract, he shall obtain and provide to the Employer, such guarantee within 14 days after the receipt of the Letter of Acceptance, in the sum stated in the Appendix to Tender. Such guarantee shall be in the form annexed to these Conditions or on the Employer Format. The institution providing such security shall be subject to the approval of the Employer. The cost of complying with the requirements of this Clause shall be borne by the Contractor, unless the Contract otherwise provides.

10.2 **Period of Validity of Performance Guarantee**

The performance guarantee shall be valid until the Contractor has executed and completed the Works and remedied any defects therein in accordance with the Contract. Such guarantee shall be returned to the Contractor after 14 days of the issuance of Final Completion Certificate by the Employer.

10.3 **Claims under Performance Guarantee**

Prior to making a claim under the performance guarantee the Employer shall in every case, notify the Contractor stating the nature of the default in respect of which the claim is to be made.

11.1 **Inspection of Site**

The Employer shall have made available to the Contractor, before the submission by the Contractor of the Tender, such data on hydrological and sub-surface conditions as have been obtained by or on behalf of the Employer from investigations undertaken relevant to the Works but the Contractor shall be responsible for his own interpretation thereof.

The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself (so far as is practicable, having regard to considerations of cost and time) before submitting his Tender, as to:

- (a) the form and nature thereof, including the sub-surface conditions,
- (b) the hydrological and climatic conditions,
- (c) the extent and nature of work and materials necessary for the execution and



completion of the Works and the remedying of any defects therein, and

- (d) the means of access to the Site and the accommodation he may require, and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Tender.

The Contractor shall be deemed to have based his Tender on the data made available by the Employer and on his own inspection and examination, all as aforementioned.

12.1 **Sufficiency of Tender**

The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices stated in the Bill of Quantities, all of which shall, except insofar as it is otherwise provided in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, Plant or services or of contingencies for which there is a Provisional Sum) and all matters and things necessary for the proper execution and completion of the Works and the remedying of any defects therein.

12.2 **Not Foreseeable Physical Obstructions or Conditions**

If, however, during the execution of the Works the Contractor encounters physical obstructions or physical conditions, other than climatic conditions on the Site, which obstructions or conditions were, in his opinion, not foreseeable by an experienced contractor, the Contractor shall forthwith give notice thereof to the Engineer, with a copy to the Employer. On receipt of such notice, the Engineer shall if in his opinion such obstructions or conditions could not have been reasonably foreseen by an experienced contractor, after due consultation with the Employer and the Contractor, determine:

- (a) any extension of time to which the Contractor is entitled under Clause 44, and
- (b) the amount of any costs which may have been incurred by the Contractor by reason of such obstructions or conditions having been encountered, which shall be added to the Contract Price,

and shall notify the Contractor accordingly, with a copy to the Employer. Such determination shall take account of any instruction which the Engineer may issue to the Contractor in connection therewith, and any proper and reasonable measures acceptable to the Engineer which the Contractor may take in the absence of specific instructions from the Engineer.

13.1 **Work to be in Accordance with Contract**

Unless it is legally or physically impossible, the Contractor shall execute and complete the Works and remedy any defects therein in strict accordance with the Contract to the satisfaction of the Engineer. The Contractor shall comply with and adhere strictly to the Engineer's instructions on any matter, whether mentioned in the



Contract or not, touching or concerning the Works. The Contractor shall take instructions only from the Engineer (or his delegate).

14.1 **Programme to be Submitted**

The Contractor shall, within the time stated in Part II of these Conditions after the date of the Letter of Acceptance, submit to the Engineer for his consent a programme, in such form and detail as the Engineer shall reasonably prescribe, for the execution of the Works. The Contractor shall, whenever required by the Engineer, also provide in writing for his information a general description of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works.

14.2 **Revised Programme**

If at any time it should appear to the Engineer that the actual progress of the Works does not conform to the programme to which consent has been given under Sub-Clause 14.1, the Contractor shall produce, at the request of the Engineer, a revised programme showing the modifications to such programme necessary to ensure completion of the Works within the Time for Completion.

14.3 **Cash Flow Estimate to be submitted**

The Contractor shall, within the time stated in Part II of these Conditions after the date of the Letter of Acceptance, provide to the Engineer for his information a detailed cash flow estimate, in quarterly periods, of all payments to which the Contractor will be entitled under the Contract and the Contractor shall subsequently supply revised cash flow estimates at quarterly intervals, if required to do so by the Engineer.

14.4 **Contractor not Relieved of Duties or Responsibilities**

The submission to and consent by the Engineer of such programme or the provision of such general descriptions or cash flow estimates shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

15.1 **Contractor's Superintendence**

The Contractor shall provide all necessary superintendence during the execution of the Works and as long thereafter as the Engineer may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. The Contractor, or a competent and authorized representative approved of by the Engineer, which approval may at any time be withdrawn, shall give his whole time to the superintendence of the Works. Such authorized representative shall receive, on behalf of the Contractor, instructions from the Engineer.

If approval of the representative is withdrawn by the Engineer, the Contractor shall, as soon as is practicable, having regard to the requirement of replacing him as hereinafter mentioned, after receiving notice of such withdrawal, remove the representative from the Works and shall not thereafter employ him again on the



Works in any capacity and shall replace him by another representative approved by the Engineer.

16.1 **Contractor's Employees**

The Contractor shall provide on the Site in connection with the execution and completion of the Works and the remedying of any defects therein:

- (a) only such technical assistants as are skilled and experienced in their respective callings and such foremen and leading hands as are competent to give proper superintendence of the Works, and
- (b) such skilled, semi skilled and unskilled labour as is necessary for the proper and timely fulfilling of the Contractor's obligations under the Contract.

16.2 **Engineers at Liberty to Object**

The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person provided by the Contractor who, in the opinion of the Engineer, misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose presence on Site is otherwise considered by the Engineer to be undesirable or security risk, and such person shall not be again allowed upon the Works without the consent of the Engineer. Any person so removed from the Works shall be replaced as soon as possible.

17.1 **Setting-out**

The Contractor shall be responsible for:

- (a) the accurate setting-out of the Works in relation to original points, lines and levels of reference given by the Engineer in writing,
- (b) the correctness, subject as above mentioned of the position, levels dimensions and alignment of all parts of the Works, and
- (c) the provision of all necessary instruments, appliances and labour in connection with the foregoing responsibilities.

If, at any time during the execution of the Works, any error appears in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required so to do by the Engineer, shall, at his own cost, rectify such error to the satisfaction of the Engineer, unless such error is based on incorrect data supplied in writing by the Engineer, in which case the Engineer shall determine an addition to the Contract Price in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.

The checking of any setting-out or of any line or level by the Engineer shall not in any way relieve the Contractor of his responsibility for the accuracy thereof and the Contractor shall carefully protect and preserve all bench-marks, sight-rails, pegs and



other things used in setting-out the Works.

18.1 **Boreholes and Exploratory Excavation**

If, at any time during the execution of the Works, the Engineer requires the Contractor to make boreholes or to carry out exploratory excavation, such requirement shall be the subject of an instruction in accordance with Clause 51, unless an item or a Provisional Sum in respect of such work is included in the Bill of Quantities.

19.1 **Safety, Security and Protection of the Environment**

The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:

- (a) have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons,
- (b) provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer or by any duly constituted authority, for the protection of the Works or for the safety and convenience of the public or others, and
- (c) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

19.2 **Employer's Responsibilities**

If under Clause 31 the Employer shall carry out work on the Site with his own workmen he shall, in respect of such work:

- (a) have full regard to the safety of all persons entitled to be upon the Site, and
- (b) keep the Site in an orderly state appropriate to the avoidance of danger to such persons.

If under Clause 31 the Employer shall employ other contractors on the Site he shall require them to have the same regard for safety and avoidance of danger.

20.1 **Care of Works**

The Contractor shall take full responsibility for the care of the Works and materials and Plant for incorporation therein from the Commencement Date until the date of issue of the Taking-Over Certificate for the whole of the Works, when the



responsibility for the said care shall pass to the Employer. Provided that:

- (a) if the Engineer issues a Taking-Over Certificate for any Section or part of the Permanent Works the Contractor shall cease to be liable for the care of that Section or part from the date of issue of the Taking-Over Certificate, when the responsibility for the care of that Section or part shall pass to the Employer, and
- (b) the Contractor shall take full responsibility for the care of any outstanding Works and materials and Plant for incorporation therein which he undertakes to finish during the Defects Liability Period until such outstanding Works have been completed pursuant to Clause 49.

20.2 **Responsibility to Rectify Loss or Damage**

If any loss or damage happens to the Works, or any part thereof, or materials or Plant for incorporation therein, during the period for which the Contractor is responsible for the care thereof, from any cause whatsoever, other than the risks defined in Sub- Clause 20.4, the Contractor shall, at his own cost, rectify such loss or damage so that the Permanent Works conform in every respect with the provisions of the Contract to the satisfaction of the Engineer. The Contractor shall also be liable for any loss or damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations under Clauses 49 and 50.

20.3 **Loss or Damage Due to Employer's Risks**

In the event of any such loss or damage happening from any of the risks defined in Sub-Clause 20.4, or in combination with other risks, the Contractor shall, if and to the extent required by the Engineer, rectify the loss or damage and the Engineer shall determine an addition to the Contract Price in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer. In the case of a combination or risks causing loss or damage any such determination shall take into account the proportional responsibility of the Contractor and the Employer.

20.4 **Employer's Risks**

The Employer's risks are:

- (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- (b) Rebellion, revolution, insurrection, or military or usurped power, or civil war,
- (c) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,



- (d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
- (e) riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his Subcontractor and arising from the conduct of the Works,
- (f) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract,
- (g) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible, and
- (h) any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take precautions.

21.1 **Insurance of Works and Contractor's Equipment**

The Contractor shall, without limiting his or the Employer's obligations and responsibilities under Clause 20, insure:

- (a) the Works, together with materials and Plant for incorporation therein, to the full replacement cost (the term "cost" in this context shall include profit),
- (b) an additional sum of 15 per cent of such replacement cost, or as may be specified in Part II of these Conditions, to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature, and
- (c) the Contractor's Equipment and other things brought onto the Site by the Contractor, for a sum sufficient to provide for their replacement at the Site.

21.2 **Scope of Cover**

The insurance in paragraphs (a) and (b) of Sub-Clause 21.1 shall be in the joint names of the Contractor and the Employer and shall cover:

- (a) the Employer and the Contractor against all loss or damage from whatsoever cause arising, other than as provided in Sub-Clause 21.4, from the start of work at the Site until the date of issue of the relevant Taking-Over Certificate in respect of the Works or any Section or part thereof as the case may be, and
- (b) the Contractor for his liability:
 - (i) during the Defects Liability Period for loss or damage arising from a cause occurring prior to the commencement of the Defects Liability Periods, and



- (ii) for loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Clauses 49 and 50.

21.3 **Responsibility for Amounts not recovered**

Any amounts not insured or not recovered from the insurers shall be borne by the Employer or the Contractor in accordance with their responsibilities under Clause 20.

21.4 **Exclusions**

There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by:

- (a) war, hostilities (where war be declared or not), invasion, act of foreign enemies,
- (b) rebellion, revolution, insurrection, or military or usurped power, or civil war,
- (c) ionising, radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, or
- (d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

22.1 **Damage to Persons and Property**

The Contractor shall, except if and so far as the Contract provides otherwise, indemnify the Employer against all losses and claims in respect of:

- (a) death of or injury to any person, or
- (b) loss of or damage to any property (other than the Works),

which may arise out of or in consequence of the execution and completion of the Works and the remedying of any defects therein, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, subject to the exceptions defined in Sub-Clause 22.2.

22.2 **Exceptions**

The "exceptions" referred to in Sub-Clause 22.1 are:

- (a) the permanent use or occupation of land by the Works, or any part thereof,
- (b) the right of the Employer to execute the Works, or any part thereof, on, over, under, is or through any land,
- (c) damage to property which is the unavoidable result of the execution and



completion of the Works, or the remedying of any defects therein, in accordance with the Contract, and

- (d) death of or injury to persons or loss of or damage to property resulting from any act or neglect of the Employer, his agents servants or other contractors, not being employed by the Contractor, or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or, where the injury or damage was contributed to by the Contractor, his servants or agents, such part of the said injury or damage as may be just and equitable having regard to the extent of the responsibility of the Employer, his servants or agents or other contractors for the injury or damage.

22.3 Indemnity by Employer

The Employer shall indemnify the Contractor against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the exceptions defined in Sub-Clause 22.2

23.1 Third Party Insurance (including Employer's Property)

The Contractor shall, without limiting his or the Employer's obligation and responsibilities under Clause 22, insure, in the joint names of the Contractor and the Employer, against liabilities for death of or injury to any person (other than as provided in Clause 24) or loss of or damage to any property (other than the Works) arising out of the performance of the Contract, other than the exceptions defined in paragraphs (a), (b) and (c) of Sub-Clause 22.2.

23.2 Minimum Amount of Insurance

Such insurance shall be for at least the amount stated in the Appendix to Tender.

23.3 Cross Liabilities

The insurance policy shall include a cross liability clause such that the insurance shall apply to the Contractor and to the Employer as separate insured's.

24.1 Accident or Injury to Workmen

The Employer shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or any Subcontractor, other than death or injury resulting from any act or default of the Employer, his agents or servants. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation, other than those for which the Employer is liable as aforesaid, and against all claims, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.



24.2 **Insurance Against Accidents, etc. to Workmen**

The Contractor shall insure against such liability and shall continue such insurance during the whole of the time that any persons are employed by him on the Works. Provided that, in respect of any persons employed by any Subcontractor, the Contractor's obligations to insure as aforesaid under the Sub-Clause shall be satisfied if the Subcontractor shall have insured against the liability in respect of such persons in such manner that the Employer is indemnified under the policy, but the Contractor shall require such Subcontractor to produce to the Employer, when required, such policy of insurance and the receipt for the payment of the current premium.

25.1 **Evidence and Terms of Insurances**

The Contractor shall provide evidence to the Employer prior to the start of work at the Site that the insurances required under the Contract have been effected and shall, within 84 days of the Commencement Date, provide the insurance policies to the Employer. When providing such evidence and such policies to the Employer, the Contractor shall notify the Engineer of so doing. Such insurance policies shall be consistent with the general terms agreed prior to the issue of the Letter of Acceptance. The Contractor shall effect all insurances for which he is responsible with insurers

25.2 **Adequacy of Insurances**

The Contractor shall notify the insurers of changes in the nature, extent or programme for the execution of the Works and ensure the adequacy of the insurances at all times in accordance with the terms of the Contract and shall, when required, produce to the Employer the insurance policies in force and the receipts for payment of the current premiums.

25.3 **Remedy on Contractor's Failure to Insure**

If the Contractor fails to effect and keep in force any of the insurances required under the Contract, or fails to provide the policies to the Employer within the period required by Sub-Clause 25.1, then and in any such case the Employer may effect and keep in force any such insurances and pay any premium as may be necessary for that purpose and from time to time deduct the amount so paid from any monies due or to become due to the Contractor, or recover the same as a debt due from the Contractor.

25.4 **Compliance with Policy Conditions**

In the event that the Contractor or the Employer fails to comply with conditions imposed by the insurance policies effected pursuant to the Contract, each shall indemnify the other against all losses and claims arising from such failure.



26.1 **Compliance with Statutes, Regulations**

The Contractor shall conform in all respects, including by the giving of all notices and the paying of all fees, with the provisions of:

- (a) any National or State Statute, Ordinance, or other Law, or any regulation, or by-law of any local or other duly constituted authority in relation to the execution and completion of the Works and the remedying of any defects therein, and
- (b) the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works,

and the Contractor shall keep the Employer indemnified against all penalties and liability of every kind for breach of any such provisions. Provided always that the Employer shall be responsible for obtaining any planning, zoning or other similar permission required for the Works to proceed and shall indemnify the Contractor in accordance with Sub-Clause 22.3.

27.1 **Fossils, etc.**

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the Site shall, as between the Employer and the Contractor, be deemed to be the absolute property of the Employer. The Contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall, immediately upon discovery thereof and before removal, acquaint the Engineer of such discovery and carry out the Engineer's instructions for dealing with the same. If, by reason of such instructions, the Contractor suffers delay and/or incurs costs then the Engineer shall, after due consultation with the Employer and the Contractor, determine:

- (a) any extension of time to which the Contractor is entitled under Clause 44, and
- (b) the amount of such costs, which shall be added to the Contract Price, and shall notify the Contractor accordingly, with a copy to the Employer.

28.1 **Patent Rights**

The Contractor shall save harmless and indemnify the Employer from and against all claims and proceedings for or on account of infringement of any patent rights, design trademark or name or other protected rights in respect of any Contractor's Equipment, materials or Plant used for or in connection with or for incorporation in the Works and from and against all damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, except where such infringement results from compliance with the design or Specification provided by the Engineer.



28.2 **Royalties**

Except where otherwise stated, the Contractor shall pay all tonnage and other royalties, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials required for the Works.

29.1 **Interference with Traffic and Adjoining Properties**

All operations necessary for the execution and completion of the Works and the remedying of any defects therein shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with:

- (a) the convenience of the public, or
- (b) the access to, use and occupation of public or private roads and footpaths to or of properties whether in the possession of the Employer or of any other person.

The Contractor shall save harmless and indemnify the Employer in respect of all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of, or in relation to, any such matters insofar as the Contractor is responsible therefore.

30.1 **Avoidance of Damage to Roads**

The Contractor shall use and adopt every reasonable means and measures to prevent private and public property or any of the roads or bridges communicating with or on the routes to the Site from being damaged or injured by any traffic of the Contractor or any of his Subcontractors and, in particular, shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of materials, Plant, Contractor's Equipment or Temporary Works from and to the Site shall be limited, as far as reasonably possible, and so that no unnecessary damage or injury may be occasioned to such roads and bridges.

30.2 **Transport of Contractor's Equipment or Temporary Works**

Save insofar as the Contract otherwise provides, the Contractor shall be responsible for and shall pay the cost of strengthening any bridges or altering or improving any road communicating with or on the routes to the Site to facilitate the movement of Contractor's Equipment or Temporary Works and the Contractor shall indemnify and keep indemnified the Employer against all claims for damage to any such road or bridge caused by such movement, including such claims as may be made directly against the Employer, and shall negotiate and pay all claims arising solely out of such damage.

30.3 **Transport of Materials or Plant**

If, notwithstanding Sub-Clause 30.1, any damage occurs to any bridge or road communicating with or on the routes to the Site arising from the transport of materials



or Plant, the Contractor shall notify the Engineer with a copy to the Employer, as soon as he becomes aware of such damage or as soon as he receives any claim from the authority entitled to make such claim. Where under any law or regulation the hauler of such materials or Plant is required to indemnify the road authority against damage the Employer shall not be liable for any costs, charges or expenses in respect thereof or in relation thereto. In other cases the Employer shall negotiate the settlement of and pay all sums due in respect of such claim and shall indemnify the Contractor in respect thereof and in respect of all claims, proceedings damages, costs, charges and expenses in relation thereto. Provided that if and so far as any such claim or part thereof is, in the opinion of the Engineer, due to any failure on the part of the Contractor to observe and perform his obligations under Sub-Clause 30.1, then the amount determined by the Engineer, after due consultation with the Employer and the Contractor, to be due to such failure shall be recoverable from the Contractor by the Employer and may be deducted by the Employer from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer. Provided also that the Employer shall notify the Contractor whenever a settlement is to be negotiated and, where any amount may be due from the Contractor, the Employer shall consult with the Contractor before such settlement is agreed.

30.4 **Waterborne Traffic**

Where the nature of the Works is such as to require the use by the Contractor of waterborne transport the foregoing provisions of this Clause shall be construed as though "road" included a lock, dock, sea wall or other structure related to a waterway and "vehicle" included craft, and shall have effect accordingly.

31.1 **Opportunities for Other Contractors**

The Contractor shall, in accordance with the requirements of the Engineer, afford all reasonable opportunities for carrying out their work to:

- (a) any other contractors employed by the Employer and their workmen,
- (b) the workmen of the Employer, and
- (c) the workmen of any duly constituted authorities who may be employed in the execution on or near the Site of any work not included in the Contract or of any contract which the Employer may enter into in connection with or ancillary to the Works.

31.2 **Facilities for Other Contractors**

If, however, pursuant to Sub-Clause 31.1 the Contractor shall, on the written request of the Engineer:

- (a) make available to any other contractor, or to the Employer or any such authority, any roads or ways for the maintenance of which the Contractor is responsible,



(b) permit the use, by any such, of Temporary Works or Contractor's Equipment on the Site, or

(c) provide any other service of whatsoever nature for any such,

the Engineer shall determine an addition to the Contract Price in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.

32.1 **Contractor to Keep Site Clear**

During the execution of the Works the Contractor shall keep the Site reasonably free from all unnecessary obstruction and shall store or dispose of any Contractor's Equipment and surplus materials and clear away and remove from the Site any wreckage, rubbish or Temporary Works no longer required.

33.1 **Clearance of Site on Completion**

Upon the issue of any Taking-Over Certificate the Contractor shall clear away and remove from that part of the Site to which such Taking-Over Certificate relates all Contractor's Equipment, surplus materials, rubbish and Temporary Works of every kind, and leave such part of the Site and Works clean and in a workmanlike condition to the satisfaction of the Engineer. Provided that the Contractor shall be entitled to retain on Site, until the end of the Defects Liability Period, such materials, Contractor's Equipment and Temporary Works as are required by him for the purpose of fulfilling his obligations during the Defects Liability Period.

Labour

34.1 **Engagement of Staffs and Labour**

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

35.1 **Returns of Labour and Contractor's Equipment**

The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such information respecting Contractor's Equipment as the Engineer may require.

Materials, Plant and Workmanship

36.1 **Quality of Materials, Plant and Workmanship**

All materials, Plant and workmanship shall be:

(a) of the respective kinds described in the Contract and in accordance with the



Engineer's instructions, and

(b) subjected from time to time to such tests as the Engineer may require at the place of manufacture, fabrication or preparation, or on the Site or at such other place or places as may be specified in the Contract, or at all or any of such places.

The Contractor shall provide such assistance, labour, electricity, fuels, stores, apparatus and instruments as are normally required for examining, measuring and testing any materials or Plant and shall supply samples of materials, before incorporation in the Works, for testing as may be selected and required by the Engineer.

36.2 **Cost of Samples**

All samples shall be supplied by the Contractor at his own cost if the supply thereof is clearly intended by or provided for in the Contract.

36.3 **Cost of Tests**

The cost of making any test shall be borne by the Contractor if such test

is: (a) clearly intended by or provided for in the Contract, or

(b) particularised in the Contract (in cases only for a test under load or of a test to ascertain whether the design of any finished or partially finished work is appropriate for the purposes which it was intended to fulfill) in sufficient detail to enable the Contractor to price or allow for the same in his Tender.

36.4 **Cost of Tests not Provided for**

If any test required by the Engineer which

is: (a) not intended by or provided for,

(b) (in the cases above mentioned) not so particularized, or

(c) (through so intended or provided for) required by the Engineer to be carried out at any place other than the Site or the place of manufacture, fabrication or preparation of the materials or Plant tested,

shows the materials, Plant or workmanship not to be in accordance with the provisions of the Contract to the satisfaction of the Engineer, then the cost of such test shall be borne by the Contractor, but in any other case Sub-Clause 36.5 shall apply.

36.5 **Engineer's Determination where Tests not provided for**

Where, pursuant to Sub-Clause 36.4, this Sub-Clause applies the Engineer shall, after due consultation with the Employer and the Contractor, determine:



- (a) any extension of time of which the Contractor is entitled under Clause 44, and
 - (b) the amount of such costs, which shall be added to the Contract Price,
- and shall notify the Contractor accordingly, with a copy to the Employer.

37.1 **Inspection of Operations**

The Engineer, and any person authorized by him, shall at all reasonable times have access to the Site and to all workshops and places where materials or Plant are being manufactured, fabricated or prepared for the Works and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.

37.2 **Inspection and Testing**

The Engineer shall be entitled, during manufacture, fabrication or preparation to inspect and test the materials and Plant to be supplied under the Contract. If materials or Plant are being manufactured, fabricated or prepared in workshops or places other than those of the Contractor, the Contractor shall obtain permission for the Engineer to carry out such inspection and testing in those workshops or places. Such inspection or testing shall not release the Contractor from any obligation under the Contract.

37.3 **Dates for Inspection and Testing**

The Contractor shall agree with the Engineer on the time and place for the inspection or testing of any materials or Plant as provided in the Contract. The Engineer shall give the Contractor not less than 24 hours notice of his intention to carry out the inspection or to attend the tests. If the Engineer, or his duly authorised representative, does not attend on the date agreed, the Contractor may, unless otherwise instructed by the Engineer, proceed with the tests, which shall be deemed to have been made in the presence of the Engineer. The Contractor shall forthwith forward to the Engineer duly certified copies of the tests readings. If the Engineer has not attended the tests, he shall accept the said readings as accurate

If, at the time and place agreed in accordance with Sub-Clause 37.3, the materials or Plant are not ready for inspection or testing or if, as a result of the inspection or testing referred to in this Clause, the Engineer determines that the materials or Plant are defective or otherwise not in accordance with the Contract, he may reject the materials or Plant and shall notify the Contractor thereof immediately.

The notice shall state the Engineer's objections with reasons. The Contractor shall then promptly make good the defect or ensure that rejected materials or Plant comply with the Contract. If the Engineer so requests, the tests of rejected materials or Plant shall be made or repeated under the same terms and conditions. All costs incurred by the Employer by the repetition of the test shall after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be recoverable from the



Contractor by the Employer and may be deducted from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer.

37.5 Independent Inspection

The Engineer may delegate inspection and testing of materials or Plant to an independent inspector. Any such delegation shall be effected in accordance with Sub-Clause 2.4 and for this purpose such independent inspector shall be considered as an assistant of the Engineer. Notice of such appointment (not being less than 14 days) shall be given by the Engineer to the Contractor.

38.1 Examination of Work before Covering up

No part of the works shall be covered up or put out of view without the approval of the Engineer and the Contractor shall afford full opportunity for the Engineer to examine and measure any such part of the Works which is about to be covered up or put out of view and to examine foundations before any part of the Works is placed thereon. The Contractor shall give notice to the Engineer whenever any such part of the Works or foundations is or are ready or about to be ready for examination and the Engineer shall, without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such part of the Works or of examining such foundations.

38.2 Uncovering and Making Openings

The Contractor shall uncover any part of the Works or make openings in or through the same as the Engineer may from time to time instruct and shall reinstate and make good such part. If any such part has been covered up or put out of view after compliance with the requirement of Sub-Clause 38.1 and is found to be executed in accordance with the Contract, the Engineer shall, after due consultation with the Employer and the Contractor, determine the amount the Contractor's costs in respect of such of uncovering, making openings in or through, reinstating and making good the same, which shall be added to the Contract Price, and shall notify the Contractor accordingly, with a copy to the Employer. In any other case all costs shall be borne by the Contractor.

39.1 Removal of Improper Work, Materials or Plant

The Engineer shall have authority to issue instructions from time to time, for:

- (a) the removal from the Site, within such time or times as may be specified in the instruction, of any materials or Plant which, in the opinion of the Engineer, are not in accordance with the Contract,
- (b) the substitution of proper and suitable materials or Plant, and
- (c) the removal and proper re-execution, notwithstanding any previous test thereof or interim payment therefore, of any work which, in respect of



- (i) materials, Plant or workmanship, or
- (ii) design by the Contractor or for which he is responsible,

is not, in the opinion of the Engineer, in accordance with the Contract.

39.2 **Default of Contractor in Compliance**

In case of default on the part of Contractor in carrying out such instruction within the time specified therein or, if none, within a reasonable time, the Employer shall be entitled to employ and pay other persons to carry out the same and all costs consequent thereon or incidental thereto shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer.

Suspension

40.1 **Suspension of Work**

The Contractor shall, on the instructions of the Engineer, suspend the progress of the Works or any part thereof for such time and in such manner as the Engineer may consider necessary and shall, during such suspension, properly protect and secure the Works or such part thereof so far as is necessary in the opinion of the Engineer. Unless such suspension is:

- (a) otherwise provided for in the Contract,
- (b) necessary by reason of some default of or breach of contract by the Contractor or for which he is responsible,
- (c) necessary by reason of climatic conditions of the Site, or
- (d) necessary for the proper execution of the Works or for the safety of the Works or any part thereof (save to the extent that such necessity arises from any act or default by the Engineer or the Employer or from any of the risks defined in Sub-Clause 20.4), Sub-Clause 40.2 shall apply.

40.2 **Engineer's Determination following Suspension**

Where, pursuant to Sub-Clause 40.1, this Sub-Clause applies the Engineer shall, after due consultation with the Employer and the Contractor, determine:

- (a) any extension of time to which the Contractor is entitled under Clause 44, and
- (b) the amount, which shall be added to the Contract Price, in respect of the cost incurred by the Contractor by reason of such suspension,



and shall notify the Contractor accordingly, with a copy to the Employer.

40.3 **Suspension lasting more than 84 Days**

If the progress of the Works or any part thereof is suspended on the written instructions of the Engineer and if permission to resume work is not given by the Engineer within a period for 84 days from the date of suspension then, unless such suspension is within paragraph (a), (b), (c) or (d) of Sub-Clause 40.1, the Contractor may give notice to the Engineer requiring permission, within 28 days from the receipt thereof, to proceed with the Works or that part thereof in regard to which progress is suspended. If, within the said time, such permission is not granted, the Contractor may, but is not bound to, elect to treat the suspension, where it affects part only of the Works, as an omission of such part under Clause 51 by giving a further notice to the Engineer to that effect, or, where it affects the whole of the Works, treat the suspension as an event of default by the Employer and terminates his employment under the Contract in accordance with the provisions of Sub-Clause 69.1, whereupon the provisions of Sub-Clause 69.2 and 69.3 shall apply.

Commencement and Delays

41.1 **Commencement of Works**

The Contractor shall commence the Works as soon as is reasonably possible after the receipt by him of notice to this effect from the Engineer, which notice shall be issued within the time stated in the Appendix to Tender after the date of the Letter of Acceptance. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

42.1 **Possession of Site and Access Thereto**

Save insofar as the Contract may prescribe:

(a) the extent of portions of the Site of which the Contractor is to be given possession from time to time,

(b) the order in which such portions shall be made available to the Contractor, and, subject to any requirement in the Contract as to the order in which the Works shall be executed, the Employer will, with the Engineer's notice to commence the Works, give to the Contractor possession of

(c) so much of the Site, and

(d) such access as, in accordance with the Contract, is to be provided by the Employer as may be required to enable the Contractor to commence and proceed with the execution of the Works in accordance with the programme referred to in Clause 14, if any, and otherwise in accordance with such reasonable proposals as the Contractor shall, by notice to the Engineer with a copy to the Employer, make. The Employer will, from time to time as the Works proceed, give to the Contractor possession of such further portions of the Site as may be required to enable the



Contractor to proceed with the execution of the Works with due dispatch in accordance with such programme or proposals, as the case may be.

42.2 **Failure to Give Possession**

If the Contractor suffers delay and/or incurs costs from failure on the part of the Employer to give possession in accordance with the terms of Sub-Clause 42.1, the Engineer shall, after due consultation with the Employer and the Contractor, determine:

- (a) any extension of time to which the Contractor is entitled under Clause 44, and
 - (b) the amount of such costs, which shall be added to the Contract Price,
- and shall notify the Contractor accordingly, with a copy to the Employer.

42.3 **Rights of Way and Facilities**

The Contractor shall bear all costs and charges for special or temporary way leaves required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him for the purposes of the Works.

43.1 **Time for Completion**

The whole of the Works and, if applicable, any Section required to be completed within a particular time as stated in the Appendix to Tender, shall be completed, in accordance with the provisions of Clause 48, within the time stated in the Appendix to Tender for the whole of the Works or the Section (as the case may be), calculated from the Commencement Date, or such extended time as may be allowed under Clause 44.

44.1 **Extension of Time for Completion**

In the event of:

- (a) the amount or nature of extra or additional work,
- (b) any cause of delay referred to in these Conditions,
- (c) exceptionally adverse climatic conditions,
- (d) any delay, impediment or prevention by the Employer, or
- (e) other special circumstances which may occur, other than through a default of or breach of contract by the Contractor or for which he is responsible,

being such as fairly to entitle the Contractor to an extension of the Time for Completion of the Works, or any Section or part thereof, the Engineer may, after



due consultation with the Employer and the Contractor, consider the amount of such extension or otherwise and shall notify the Contractor accordingly, with a copy to the Employer.

44.2 **Contractor to Provide Notification and Detailed Particulars**

Provided that the Engineer is not bound to make any consideration unless the Contractor has

(a) within 14 days after such event has first arisen notified the Engineer with a copy to the Employer, and

(b) within 14 days or such other reasonable time as may be agreed by the Engineer, after such notification submitted to the Engineer detailed particulars of any extension of time to which he may consider himself entitled in order that such submission may be investigated at the time.

44.3 **Interim Determination of Extension**

Provided also that where an event has a continuing effect such that it is not practicable for the Contractor to submit detailed particulars within the period of 14 days referred to in Sub-Clause 44.2(b), he shall nevertheless be entitled to an extension of time provided that he has submitted to the Engineer interim particulars at intervals of not more than 14 days and final particulars within 14 days of the end of the effects resulting from the event. On receipt of such interim particulars, the Engineer shall, without undue delay, make an interim determination of extension of time and, on receipt of the final particulars, the Engineer shall review all the circumstances and shall determine an overall extension of time in regard to the event. In both such cases the Engineer shall make his determination after due consultation with the Employer and the Contractor and shall notify the Contractor of the determination, with a copy to the Employer. No final review shall result in a decrease of any extension of time already determined by the Engineer.

45.1 **Restriction on Working Hours**

Subject to any provision to the contrary contained in the Contract, none of the Works shall, save as hereinafter provided, be carried on during the night or on locally recognized days of rest without the consent of the Engineer, except when work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Engineer. Provided that the provisions of this Clause shall not be applicable in the case of any work which it is customary to carry out by multiple shifts.

46.1 **Rate of Progress**

If for any reason, which does not entitle the Contractor to an extension of time, the rate of progress of the Works or any Section is at any time, in the opinion of the Engineer, too slow to comply with the Time for Completion, the Engineer shall so notify the Contractor who shall thereupon take such steps as are necessary,



subject to the consent of the Engineer, to expedite progress so as to comply with the Time for Completion. The Contractor shall not be entitled to any additional payment for taking such steps. If, as a result of any notice given by the Engineer under this Clause, the Contractor considers that it is necessary to do any work at night or on locally recognized days of rest, he shall be entitled to seek the consent of the Engineer so to do. Provided that if any steps, taken by the Contractor in meeting his obligations under this Clause, involve the Employer in additional supervision costs, such cost shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer.

47.1 **Liquidated Damages for Delay**

If the Contractor fails to comply with the Time for Completion in accordance with Clause 48, for the whole of the Works or, if applicable, any Section within the relevant time prescribed by Clause 43, then the Contractor shall pay to the Employer the relevant sum stated in the Appendix to Tender as liquidated damages for such default and not as a penalty (which sum shall be the only monies due from the Contractor for such default) for every day or part of a day which shall elapse between the relevant Time for Completion and the date stated in a Taking-Over Certificate of the whole of the Works or the relevant Section, subject to the applicable limit stated in the Appendix to Tender. The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.

47.2 **Reduction of Liquidated Damages**

If, before the Time for Completion of the whole of the Works or, if applicable, any Section, a Taking-Over Certificate has been issued for any part of the Works or of a Section, the liquidated damages for delay in completion of the remainder of the Works or of that Section shall, for any period of delay after the date stated in such Taking-Over Certificate, and in the absence of Alternative provisions in the Contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

48.1 **Taking-Over Certificate**

When the whole of the Works have been substantially completed and have satisfactorily passed any Tests on Completion prescribed by the Contract, the Contractor may give a notice to that effect to the Engineer with a copy to the Employer, accompanied by a written undertaking to finish with due expedition any outstanding work during the Defects Liability Period. Such notice and undertaking



shall be deemed to be a request by the Contractor for the Engineer to issue a Taking-Over Certificate in respect of the Works. The Engineer shall within 21 days of the date of delivery of such notice, either issue to the Contractor, with a copy to the Employer, a Taking-Over Certificate, stating the date on which, in his opinion, the Works were substantially completed in accordance with the Contract, or give instructions in writing to the Contractor specifying all the work which, in the Engineer's opinion, is required to be done by the Contractor before the issue of such Certificate. The Engineer shall also notify the Contractor of any defects in the Works affecting substantial completion that may appear after such instructions and before completion of the Works specified therein. The Contractor shall be entitled to receive such Taking-Over Certificate within 21 days of completion, to the satisfaction of the Engineer, of the Works so specified and remedying any defects so notified.

48.2 **Taking Over of Sections or Parts**

Similarly, in accordance with the procedure set out in Sub-Clause 48.1, the Contractor may request and the Engineer shall issue a Taking-Over Certificate in respect of:

- (a) any Section in respect of which a separate Time for Completion is provided in the Appendix to Tender,
- (b) any substantial part of the Permanent Works which has been both completed to the satisfaction of the Engineer and, otherwise than as provided for in the Contract, occupied or used by the Employer, or
- (c) any part of the Permanent Works which the Employer has elected to occupy or use prior to completion (where such prior occupation or use is not provided for in the Contract or has not been agreed by the Contractor as a temporary measure).

48.3 **Substantial Completion of Parts**

If any part of the Permanent Works has been substantially completed and has satisfactorily passed any Tests on Completion prescribed by the Contractor, the Engineer may issue a Taking-Over Certificate in respect of that part of the Permanent Works before completion of the whole of the Works and, upon the issue of such Certificate, the Contractor shall be deemed to have undertaken to complete with due expedition any outstanding work in that part of the Permanent Works during the Defects Liability Period.

48.4 **Surfaces Requiring Reinstatement**

Provided that a Taking-Over Certificate given in respect of any Section or part of the Permanent Works before completion of the whole of the Works shall not be deemed to certify completion of any ground or surfaces requiring reinstatement, unless such Taking-Over Certificate shall expressly so state.



Defects Liability

49.1 Defects Liability Period

In these Conditions the expression "Defects Liability Period" shall mean the defects liability period named in the Appendix to Tender, calculated from:

- (a) the date of completion of the Works certified by the Engineer in accordance with Clause 48, or
- (b) in the event of more than one certificate having issued by the Engineer under Clause 48, the respective dates so certified,

and in relation to the Defects Liability Period the expression "the Works" shall be construed accordingly.

49.2 Completion of Outstanding Work and Remedying Defects

To the intent that the Works shall, at or as soon as practicable after the expiration of the Defects Liability Period, be delivered to the Employer in the condition required by the Contract, fair wear and tear excepted, to the satisfaction of the Engineer, the Contractor shall:

- (a) complete the work, if any, outstanding on the date stated in the Taking-Over Certificate as soon as practicable after such date, and
- (b) execute all such work of amendment, reconstruction, and remedying defects, shrinkages or other faults as the Engineer may, during the Defects Liability Period or within 14 days after its expiration, as a result of an inspection made by or on behalf of the Engineer prior to its expiration, instruct the Contractor to execute.

49.3 Cost of Remedying Defects

All work referred to in Sub-Clause 49.2(b) shall be executed by the Contractor at his own cost if the necessity thereof is, in the opinion of the Engineer, due to:

- (a) the use of materials, Plant or workmanship not in accordance with the Contract,
- (b) where the Contractor is responsible for the design of part of the Permanent Works, any fault in such design, or
- (c) the neglect or failure on the part of the Contractor to comply with any obligation, expressed or implied, on the Contractor's part under the Contract.

If, in the opinion of the Engineer, such necessity is due to any other cause, he shall determine an addition to the Contract Price in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.



49.4 **Contractor's Failure to Carry Out Instructions**

In case of default on the part of the Contractor in carrying out such instruction within a reasonable time, the Employer shall be entitled to employ and pay other persons to carry out the same and if such work is work which, in the opinion of the Engineer, the Contractor was liable to do at his own cost under the Contract, then all cost consequent thereon or incidental thereto shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer.

50.1 **Contractor to Search**

If any defect, shrinkage or other fault in the Works appears at any time prior to the end of the Defects Liability Period, the Engineer may instruct the Contractor, with a copy to the Employer, to search under the directions of the Engineer for the cause thereof. Unless such defect, shrinkage or other fault is one for which the Contractor is liable under the Contract, the Engineer shall, after due consultation with the Employer and the Contractor, determine the amount in respect of the costs of such search incurred by the Contractor, which shall be added to the Contract Price and shall notify the Contractor accordingly, with a copy to the Employer. If such defect, shrinkage or other fault is one for which the Contractor is liable, the cost of the work carried out in searching as aforesaid shall be borne by the Contractor and he shall in such case remedy such defect, shrinkage or other fault at his own cost in accordance with the provisions of Clause 49.

Alterations, Additions and Omissions

51.1 **Variations**

The Engineer shall make any variation of the form, quality or quantity of the Works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion, be appropriate, he shall have the authority to instruct the Contractor to do and the Contractor shall do any of the following:

- (a) increase or decrease the quantity of any work included in the Contract,
- (b) omit any such work (but not if the omitted work is to be carried out by the Employer or by another contractor),
- (c) change the character or quality or kind of any such work,
- (d) change the levels, lines, position and dimensions of any part of the Works,
- (e) execute additional work of any kind necessary for the completion of the Works,
or
- (f) change any specified sequence or timing of construction of any part of the Works.

No such variation shall in any way vitiate or invalidate the Contract, but the effect, if any, of all such variations shall be valued in accordance with Clause 52. Provided that where the issue of an instruction to vary the Works is necessitated by some default of



or breach of contract by the Contractor or for which he is responsible, any additional cost attributable to such default shall be borne by the Contractor.

51.2 **Instructions for Variations**

The Contractor shall not make any such variation without an instruction of the Engineer. Provided that no instruction shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an instruction given under this Clause, but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities.

52.1 **Valuation of Variations**

All variations referred to in Clause 51 and any additions to the Contract Price which are required to be determined in accordance with Clause 52 (for the purposes of this Clause referred to as "varied work"), shall be valued at the rates and prices set out in the Contract if, in the opinion of the Engineer, the same shall be applicable. If the Contract does not contain any rates or prices applicable to the varied work, the rates and prices in the Contract shall be used as the basis for valuation so far as may be reasonable, failing which, after due consultation by the Engineer with the Employer and the Contractor, suitable rates or prices shall be agreed upon between the Engineer and the Contractor. In the event of disagreement the Engineer shall fix such rates or prices as are, in his opinion, appropriate and shall notify the Contractor accordingly, with a copy to the Employer. Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on-account payments to be included in certificates issued in accordance with Clause 60.

52.2 **Power of Engineer to Fix Rates**

Provided that if the nature or amount of any varied work relative to the nature or amount of the whole of the Works or to any part thereof, is such that, in the opinion of the Engineer, the rate or price contained in the Contract for any item of the Works is, by reason of such varied work, rendered inappropriate or inapplicable, then, after due consultation by the Engineer with the Employer and the Contractor, a suitable rate or price shall be agreed upon between the Engineer and the Contractor. In the event of disagreement the Engineer shall fix such other rate or price as is, in his opinion, appropriate and shall notify the Contractor accordingly, with a copy to the Employer. Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on-account payments to be included in certificates issued in accordance with Clause 60.

Provided also that no varied work instructed to be done by the Engineer pursuant to Clause 51 shall be valued under Sub-Clause 52.1 or under this Sub-Clause unless, within 14 days of the date of such instruction and, other than in the case of omitted work, before the commencement of the varied work, notice shall have been given either:

- (a) by the Contractor to the Engineer of his intention to claim extra payment or a varied rate or price, or



(b) by the Engineer to the Contractor of his intention to vary a rate or price.

52.3 **Variations Exceeding 15 per cent**

If, on the issue of the Taking-Over Certificate for the whole of the Works, it is found that as a result of:

- (a) all varied work valued under Sub-Clauses 52.1 and 52.2, and
- (b) all adjustments upon measurement of the estimated quantities set out in the Bill of Quantities, excluding Provisional Sums, day works and adjustment of price made under Clause 70.

but not from any other cause, there have been additions to or deductions from the Contract Price which taken together are in excess of 15 per cent of the "Effective Contract Price" (which for the purposes of this Sub-Clause shall mean the Contract Price, excluding Provisional Sums and allowance for day works, if any) then and in such event (subject to any action already taken under any other Sub-Clause of this Clause), after due consultation by the Engineer with the Employer and the Contractor, there shall be added to or deducted from the Contract Price such further sums as may be agreed between the Contractor and the Engineer or, failing agreement, determined by the Engineer having regard to the Contractor's Site and general overhead costs of the Contract. The Engineer shall notify the Contractor of any determination made under this Sub-Clause, with a copy to the Employer. Such sum shall be based only on the amount by which such additions or deductions shall be in excess of 15 per cent of the Effective Contract Price.

52.4 **Day work**

The Engineer may, if in his opinion it is necessary or desirable, issue an instruction that any varied work shall be executed on a day work basis. The Contractor shall then be paid for such varied work under the terms set out in the day work schedule included in the Contract and at the rates and prices affixed thereto by him in the Tender.

The Contractor shall furnish to the Engineer such receipts or other vouchers as may be necessary to provide the amounts paid and, before ordering material, shall submit to the Engineer quotations for the same for his approval.

In respect of such of the Works executed on a day work basis, the Contractor shall during the continuance of such work, deliver each day to the Engineer an exact list in duplicate of the names, occupation and time of all workmen employed on such work and a statement, also in duplicate, showing the description and quantity of all materials and Contractor's Equipment used thereon or therefore other than Contractor's Equipment which is included in the percentage addition in accordance with such day work schedule. One copy of each list and statement will, if correct, or when agreed, be signed by the Engineer and returned to the Contractor.



At the end of each month the Contractor shall deliver to the Engineer a priced statement of the labour, materials and Contractor's Equipment, except as aforesaid, used and the Contractor shall not be entitled to any payment unless such lists and statements have been fully and punctually rendered. Provided always that if the Engineer considers that for any reason the sending of such lists or statements by the Contractor, in accordance with the foregoing provision, was impracticable he shall nevertheless be entitled to authorize payment for such work, either as day work, on being satisfied as to the time employed and the labour, materials and Contractor's Equipment used on such work, or at such value therefore as shall, in his opinion, be fair and reasonable.

Procedure for Claims

53.1 Notice of Claims

Notwithstanding any other provision of the Contract, if the Contractor intends to claim any additional payment pursuant to any Clause of these Conditions or otherwise, he shall give notice along with supporting documents of his intention to the Engineer with a copy to the Employer, within 28 days after the event giving rise to the claim has first arisen.

53.2 Contemporary Records

Upon the happening of the event referred to in Sub-Clause 53.1, the Contractor shall keep such contemporary records as may reasonably be necessary to support any claim he may subsequently wish to make. Without necessarily admitting the Employer's liability, the Engineer shall, on receipt of a notice under Sub-Clause 53.1, inspect such contemporary records and may instruct the Contractor to keep any further contemporary records as are reasonable and may be material to the claim of which notice has been given. The Contractor shall permit the Engineer to inspect all records kept pursuant to this Sub-Clause and shall supply him with copies thereof as and when the Engineer so instructs.

53.3 Substantiation of Claims

Within 28 days, or such other reasonable time as may be agreed by the Engineer, of giving notice under Sub-Clause 53.1, the Contractor shall send to the Engineer an account giving detailed particulars of the amount claimed and the grounds upon which the claim is based. Where the event giving rise to the claim has a continuing effect, such account shall be considered to be an interim account and the Contractor shall, at such intervals as the Engineer may reasonably require, send further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. In cases where interim accounts are sent to the Engineer, the Contractor shall send a final account within 28 days of the end of the effects resulting from the event. The Contractor shall, if required by the Engineer so to do, copy to the Employer all accounts sent to the Engineer pursuant to this Sub-Clause.



53.4 **Failure to Comply**

If the Contractor fails to comply with any of the provisions of this Clause in respect of any claim which he seeks to make, his entitlement to payment in respect thereof shall not exceed such amount as the Engineer or any arbitrator or arbitrators appointed pursuant to Sub-Clause 67.3 assessing the claim considers to be verified by contemporary records (whether or not such records were brought to the Engineer's notice as required under Sub-Clause 53.2 and 53.3).

53.5 **Payment of Claims**

The Contractor shall be entitled to have included in any interim payment certified by the Engineer pursuant to Clause 60 such amount in respect of any claim as the Engineer, after due consultation with the Employer and the Contractor, may consider due to the Contractor provided that the Contractor has supplied sufficient particulars to enable the Engineer to determine the amount due. If such particulars are insufficient to substantiate the whole of the claim, the Contractor shall be entitled to payment in respect of such part of the claim as such particulars may substantiate to the satisfaction of the Engineer. The Engineer shall notify the Contractor of any determination made under this Sub-Clause, with a copy to the Employer.

Contractor's Equipment, Temporary Works and Materials

54.1 **Contractor's Equipment, Temporary Works and Materials; Exclusive Use for the Works**

All Contractor's Equipment, Temporary Works and materials provided by the Contractor shall, when brought on to the Site, be deemed to be exclusively intended for the execution of the Works and the Contractor shall not remove the same or any part thereof, except for the purpose of moving it from one part of the Site to another, without the consent of the Engineer. Provided that consent shall not be required for vehicles engaged in transporting any staff, labour, Contractor's Equipment, Temporary Works, Plant or materials to or from the Site.

54.2 **Employer not Liable for Damage**

The Employer shall not at any time be liable, save as mentioned in Clauses 20 and 65, for the loss of or damage to any of the said Contractor's Equipment, Workforce, Temporary Works or Materials.

54.3 **Customs Clearance**

The Employer will use his best endeavors in assisting the Contractor, where required, in obtaining clearance through the Customs of Contractor's equipment, materials and other things required for the Works.



54.4 **Re-export of Contractor's Equipment**

In respect of any Contractor's Equipment which the Contractor has imported for the purposes of the Works, the Employer will use his best endeavors to assist the Contractor, where required, in procuring any necessary Government consent to the re-export of such Contractor's Equipment by the Contractor upon the removal thereof pursuant to the terms of Contract.

54.5 **Conditions of Hire of Contractor's Equipment**

With a view to securing, in the event of termination under Clause 63, the continued availability, for the purpose of executing the Works, of any hired Contractor's Equipment, the Contractor shall not bring on to the Site any hired Contractor's Equipment unless there is an agreement for hire thereof (which agreement shall be deemed not to include an agreement for hire purchase) which contains a provision that the owner thereof will, on request in writing made by the Employer within 7 days after the date on which any termination has become effective, and on the Employer undertaking to pay all hire charges in respect thereof from such date, hire such Contractor's Equipment to the Employer on the same terms in all respect as the same was hired to the Contractor save that the Employer shall be entitled to permit the use thereof by any other contractor employed by him for the purpose of execution and completing the Works and remedying any defects therein, under the terms of the said Clause 63.

54.6 **Costs for the Purpose of Clause 63**

In the event of the Employer entering into any agreement for the hire of Contractor's Equipment pursuant to Sub-Clause 54.5, all sums properly paid by the Employer under the provision of any such agreement and all costs incurred by him (including stamp duties) in entering into such agreement shall be deemed, for the purpose of Clause 63, to be part of the cost of executing and completing the Works and the remedying of any defects therein.

54.7 **Incorporation of Clause in Subcontracts**

The Contractor shall, where entering into any subcontract for the execution of any part of the Works, incorporate in such subcontract (by reference or otherwise) the provisions of this Clause in relation to Contractor's Equipment, Temporary Works or materials brought on to the Site by the Subcontractor.

54.8 **Approval of Materials not implied**

The operation of this Clause shall not be deemed to imply any approval by the Engineer of the materials or other matters referred to therein nor shall it prevent the rejection of any such materials at any time by the Engineer.



Measurement

55.1 Quantities

The quantities set out in the Bill of Quantities are the estimated quantities for the Works, and they are not to be taken as the actual and correct quantities of the Works to be executed by the Contractor in fulfillment of his obligations under the Contract.

56.1 Works to be measured

The Engineer shall, except as otherwise stated, ascertain and determine by measurement the value of the Works in accordance with the Contract and the Contractor shall be paid that value in accordance with Clause 60. The Engineer shall, when he requires any part of the Works to be measured, give reasonable notice to the Contractor's authorized agent, who shall:

- (a) forthwith attend or send a qualified representative to assist the Engineer in making such measurement, and
- (b) supply all particulars required by the Engineer.

Should the Contractor not attend, or neglect or omit to send such representative, then the measurement made by the Engineer or approved by him shall be taken to be the correct measurement of such part of the Works. For the purpose of measuring such Permanent Works as are to be measured by records and drawings, the Engineer shall prepare records and drawings as the work proceeds and the Contractor, as and when called upon to do so in writing, shall, within 14 days, attend to examine and agree such records and drawings with the Engineer and shall sign the same when so agreed. If the Contractor does not attend to examine and agree such records and drawings, they shall be taken to be correct. If, after examination of such records and drawings, the Contractor does not agree the same or does not sign the same as agreed, they shall nevertheless be taken to be correct, unless the Contractor, within 14 days of such examination, lodges with the Engineer notice of the respects in which such records and drawings are claimed by him to be incorrect. On receipt of such notice, the Engineer shall review the records and drawings and either confirm or vary them.

57.1 Method of Measurement

The Works shall be measured net, notwithstanding any general or local custom, except where otherwise provided for in the Contract.



57.2 **Breakdown of Lump Sum Items**

For the purposes of statements submitted in accordance with Sub-Clause 60.1, the Contractor shall submit to the Engineer, within 28 days after the receipt of the Letter of Acceptance, a breakdown for each of the lump sum items contained in the Tender. Such breakdowns shall be subject to the approval of the Engineer.

Provisional Sums

58.1 **Definition of "Provisional Sum"**

"Provisional Sum" means a sum included in the Contract and so designated in the Bill of Quantities for the execution of any part of the Works or for the supply of goods, materials, Plant or services, or for contingencies, which sum may be used, in whole or in part, or not at all, on the instructions of the Engineer. The Contractor shall be entitled to only such amounts in respect of the work, supply or contingencies to which such Provisional Sums relate as the Engineer shall determine in accordance with this Clause. The Engineer shall notify the Contractor of any determination made under this Sub-Clause, with a copy to the Employer.

58.2 **Use of Provisional Sums**

In respect of every Provisional Sum the Engineer shall have authority to issue instructions for the execution of work or for the supply of goods, material, Plant or services by:

- (a) the Contractor, in which case the Contractor shall be entitled to an amount equal to the value thereof determined in accordance with Clause 52, and
- (b) a nominated Subcontractor, as hereinafter defined, in which case the sum to be paid to the Contractor therefore shall be determined and paid in accordance with Sub-Clause 59.4.

58.3 **Production of Vouchers**

The Contractor shall produce to the Engineer all quotations, invoices, vouchers and accounts or receipts in connection with expenditure in respect of Provisional Sums, except where work is valued in accordance with rates or prices set out in the Tender.



Nominated Subcontractors

59.1 Definition of "Nominated Subcontractors"

All specialists, merchants, tradesmen and others executing any work or supplying any goods, materials, Plant or services for which Provisional Sums are included in the Contract, who may have been or be nominated or selected or approved by the Employer or the Engineer, and all persons to whom by virtue of the provisions of the Contract the Contractor is required to subcontract shall, in the execution of such work or the supply of such goods, materials, Plant or services, be deemed to be subcontractors to the Contractor and are referred to in this Contract as "nominated Subcontractors".

59.2 Nominated Subcontractors; Objection to Nomination

The Contractor shall not be required by the Employer or the Engineer, or be deemed to be under any obligation, to employ any nominated Subcontractor against whom the Contractor may raise reasonable objection or who declines to enter into subcontract with the Contractor containing provisions:

- (a) that in respect of the work, goods, materials, Plant or services the subject of the subcontract, the nominated Subcontractor will undertake towards the Contractor such obligations and liabilities as will enable the Contractor to discharge his own obligations and liabilities towards the Employer under the terms of the Contract and will save harmless and indemnify the Contractor from and against the same and from all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection therewith, or arising out of or in connection with any failure to perform such obligations or to fulfill such liabilities, and
- (b) that the nominated Subcontractor will save harmless and indemnify the Contractor from and against any negligence by the nominated Subcontractor, his agents, workmen and servants and from and against any misuse by him or them of any Temporary Works provided by the Contractor for the purposes of the Contract and from all claims as aforesaid.

59.3 Design Requirements to be expressly stated

If in connection with any Provisional Sum the services to be provided include any matter of design or specification of any part of the Permanent Works or of any Plant to be incorporated therein, such requirement shall be expressly stated in the Contract and shall be included in any nominated Subcontract. The nominated Subcontract shall specify that the nominated Subcontractor providing such services will save harmless and indemnify



the Contractor from and against the same and from all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any failure to perform such obligations or to fulfill such liabilities.

59.4 **Payments to Nominated Subcontractors**

For all work executed or goods, materials, Plant or services supplied by any nominated Subcontractor, the Contractor shall be entitled to:

- (a) the actual price paid or due to be paid by the Contractor, on the instructions of the Engineer, and in accordance with the subcontract;
- (b) in respect of labour supplied by the Contractor, the sum, if any, entered in the Bill of Quantities or, if instructed by the Engineer pursuant to paragraph (a) of Sub-Clause 58.2, as may be determined in accordance with Clause 52; and
- (c) in respect of all other charges and profit, a sum being a percentage rate of the actual price paid or due to be paid calculated, where provision has been made in the Bill of Quantities for a rate to be set against the relevant Provisional Sum, at the rate inserted by the Contractor against that item or, where no such provision has been made, at the rate inserted by the Contractor in the Appendix to Tender and repeated where provision for such is made in a special item provided in the Bill of Quantities for such purpose.

59.5 **Certification of Payments to Nominated Subcontractors**

Before issuing, under Clause 60 any certificate, which includes any payment in respect of work done or goods, materials, Plant or services supplied by any nominated Subcontractor, the Engineer shall be entitled to demand from the Contractor reasonable proof that all payments, less retentions, included in previous certificates in respect of the work or goods, materials, Plant or services of such nominated Subcontractor have been paid or discharged by the Contractor. If the Contractor fails to supply such proof then, unless the Contractor:

- (a) Satisfies the Engineer in writing that he has reasonable cause for withholding or refusing to make such payment, and
- (b) produces to the Engineer reasonable proof that he has so informed such nominated Subcontractor in writing,

the Employer shall be entitled to pay to such nominated Subcontractor direct, upon the certificate of the Engineer, all payments, less retention, provided for in the nominated Subcontract, which the



Contractor has failed to make to such nominated Subcontractor and to deduct by way of set-off the amount so paid by the Employer from any sums due or to become due from the Employer to the Contractor.

Provided that, where the Engineer has certified and the Employer has paid direct as aforesaid, the Engineer shall in issuing any further certificate in favour of the Contractor, deduct from the amount thereof the amount so paid, direct as aforesaid, but shall not withhold or delay the issue of the certificate itself when due to be issued under the terms of the Contract.

Certificates and Payment

60.1 Monthly Statements

The Contractor shall submit to the Engineer after the end of each month six copies, each signed by the Contractor's representative approved by the Engineer in accordance with the Sub-Clause 15.1, of a statement, in such form as the Engineer may from time to time prescribe, showing the amounts to which the Contractor considers himself to be entitled up to the end of the month in respect of:

- (a) the value of the Permanent Works executed,
- (b) any other items in the Bill of Quantities including those for Contractor's Equipment, Temporary Works, day works and the like,
- (c) the percentage of the invoice value of listed materials, all as stated in the Appendix to Tender, and Plant delivered by the Contractor on the Site for incorporation in the Permanent Works but not incorporated in such Works,
- (d) Adjustments under Clause 70, and
- (e) any other sum to which the Contractor may be entitled under the Contract or otherwise.

60.2 Monthly Payments

The Engineer shall, within 28 days of receiving such statement, certify to the Employer the amount of payment to the Contractor which he considers due and payable in respect thereof, subject:

- (a) firstly, to the retention of the account calculated by applying the Percentage of Retention stated in the Appendix to Tender, to the amount to which the Contractor is entitled under paragraph



(a), (b), (c) and (e) of Sub-Clause 60.1 until the amount so retained reaches the Limit of Retention Money stated in the Appendix to Tender, and

- (b) secondly, to the deduction, other than pursuant to Clause 47, of any sums which may have become due and payable by the Contractor to the Employer.

Provided that the Engineer shall not be bound to certify any payment under this Sub- Clause if the net amount thereof, after all retentions and deductions, would be less than the Minimum Amount of Interim Payment Certificates stated in the Appendix to Tender.

Notwithstanding the terms of this Clause or any other Clause of the Contract no amount will be certified by the Engineer for payment until the performance security, if required under the Contract, has been provided by the Contractor and approved by the Employer.

60.3 **Payment of Retention Money**

- (a) Upon the issue of the Taking-Over Certificate with respect to the whole of the Works, one half of the Retention Money, or upon the issue of a Taking-Over Certificate with respect to a Section or part of the Permanent Works only such proportion thereof as the Engineer determines having regard to the relative value of such Section or part of the Permanent Works, shall be certified by the Engineer for payment to the Contractor.
- (b) Upon the expiration of the Defects Liability Period for the Works the other half of the Retention Money shall be certified by the Engineer for payment to the Contractor. Provided that, in the event of different Defects Liability Periods having become applicable to different Sections or part of the Permanent Works pursuant to Clause 48, the expression "expiration of the Defects Liability Period" shall, for the purposes of this Sub-Clause, be deemed to mean the expiration of the latest of such periods. Provided also that if at such time, there shall remain to be executed by the Contractor any work instructed, pursuant to Clause 49 and 50, in respect of the Works, the Engineer shall be entitled to withhold certification until completion of such work of so much of the balance of the Retention Money as shall, in the opinion of the Engineer, represent the cost of the work remaining to be executed.

60.4 **Correction of Certificates**

The Engineer may by any Interim Payment Certificate make any correction or modification in any previous certificate which shall have been issued by him and shall have authority, if any work is not being



carried out to his satisfaction, to omit or reduce the value of such work in any Interim Payment Certificate.

60.5 **Statement at Completion**

Not later than 84 days after the issue of the Taking-Over Certificate in respect of the whole of the Works, the Contractor shall submit to the Engineer a Statement at Completion with supporting documents showing in detail, in the form approved by the Engineer:

- (a) the final value of all work done in accordance with the Contract up to the date stated in such Taking-Over Certificate,
- (b) any further sums which the Contractor considers to be due, and
- (c) an estimate of amounts which the Contractor considers will become due to him under the Contract.

The estimated amounts shall be shown separately in such Statement at Completion. The Engineer shall verify payment in accordance with Sub-Clause 60.2.

60.6 **Final Statement**

Not later than 56 days after the issue of the Defects Liability Certificate pursuant to Sub-Clause 62.1, the Contractor shall submit to the Engineer for consideration a draft final statement with supporting documents showing in detail, in the form approved by the Engineer:

- (a) the value of all work done in accordance with the Contract, and
- (b) any further sums which the Contractor considers to be due to him under the Contract.

If the Engineer disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Engineer may reasonably require and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Engineer the final statement as agreed (for the purposes of these Conditions referred to as the "Final Statement").

If, following discussions between the Engineer and the Contractor and any changes to the draft final statement which may be agreed between them, it becomes evident that a dispute exists, the Engineer shall deliver to the Employer an Interim Payment Certificate for those parts of the draft final statement, if any, which are not in dispute. The dispute may then be settled



in accordance with Clause 67.

60.7 **Discharge**

Upon submission of the Final Statement, the Contractor shall give to the Employer, with a copy to the Engineer, a written discharge confirming that the total of the Final Statement represents full and final settlement of all monies due to the Contractor arising out of or in respect of the Contract. Provided that such discharge shall become effective only after payment due under the Final Payment Certificate issued pursuant to Sub-Clause 60.8 has been made and the performance security referred to in Sub-Clause 10.1, if any, has been returned to the Contractor.

60.8 **Final Payment Certificate**

Within 28 days after receipt of the Final Statement, and the written discharge, the Engineer shall issue to the Employer (with a copy to the Contractor) a Final Payment Certificate stating:

- (a) the amount which, in the opinion of the Engineer, is finally due under the Contract or otherwise, and
- (b) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled other than under Clause 47, the balance, if any, due from the Employer to the Contractor or from the Contractor to the Employer as the case may be.

60.9 **Cessation of Employer's Liability**

The Employer shall not be liable to the Contractor for any matter or thing arising out of or in connection with the Contract or execution of the Works, unless the Contractor shall have included a claim in respect thereof in his Final Statement and (except in respect of matters or things arising after the issue of the Taking-Over Certificate in respect of the whole of the Works) in the Statement at Completion referred to in Sub-Clause 60.5.

60.10 **Time for Payment**

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other term of the Contract, shall, subject to Clause 47, be paid by the Employer to the Contractor within 28 days after such Interim Payment Certificate has been delivered to the Employer, or, in the case of the Final Payment Certificate referred to in Sub-Clause 60.8, within 56 days, after such Final Payment Certificate has been delivered to the Employer. In the event of the failure of the Employer to make payment within the times stated, the Employer shall pay to the Contractor interest at the rate stated in the Appendix to



Tender upon all sums unpaid from the date by which the same should have been paid. The provisions of this Sub-Clause are without prejudice to the Contractor's entitlement under Clause 69 or otherwise.

61.1 Approval only by Defects Liability Certificate

Only the Defects Liability Certificate, referred to in Clause 62, shall be deemed to constitute approval of the Works.

62.1 Defects Liability Certificate

The Contract shall not be considered as completed until a Defects Liability Certificate shall have been signed by the Engineer and delivered to the Employer, with a copy to the Contractor, stating the date on which the Contractor shall have completed his obligations to execute and complete the Works and remedy any defects therein to the Engineer's satisfaction.

The Defects Liability Certificate shall be given by the Engineer within 28 days after the expiration of the Defects Liability Period, or, if different defects liability periods shall become applicable to different Sections or parts of the Permanent Works, the expiration of the latest such period, or as soon thereafter as any works instructed, pursuant to Clause 49 and 50, have been completed to the satisfaction of the Engineer. Provided that the issue of the Defects Liability Certificate shall not be a condition precedent to payment to the Contractor of the second portion of the Retention Money in accordance with the conditions set out in Sub-Clause 60.3.

62.2 Unfulfilled Obligations

Notwithstanding the issue of the Defects Liability Certificate the Contractor and the Employer shall remain liable for the fulfillment of any obligation incurred under the provisions of the Contract prior to the issue of the Defects Liability Certificate which remains unperformed at the time of such Defects Liability Certificate is issued and, for the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the parties to the Contract.

Remedies

63.1 Default of Contractor

If the Contractor is deemed by law unable to pay his debts as they fall due, or enters into voluntary or involuntary bankruptcy, liquidation or dissolution (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or becomes insolvent, or makes an arrangement with, or assignment in favour of, his creditors, or agrees to carry out the Contract under a committee of inspection of his creditors, or if a receiver, administrator, trustee or liquidator is appointed over any substantial part of his assets, or if, under any law or regulation relating to



reorganization, arrangement or readjustment of debts, proceedings are commenced against the Contractor or resolutions passed in connection with dissolution or liquidation or if any steps are taken to enforce any security interest over a substantial part of the assets of the Contractor, or if any act is done or event occurs with respect to the Contractor or his assets which, under any applicable law has a substantially similar effect to any of the foregoing acts or events, or if the Contractor has contravened Sub-Clause 3.1, or has an execution levied on his goods, or Contract, if the Engineer certifies to the Employer, with a copy to the Contractor, that, in his opinion, the Contractor:

- (a) has repudiated the Contract, or
- (b) without reasonable excuse has failed
- (i) to commence the Works in accordance with Sub-Clause 41.1,
 - (ii) to proceed with the Works, or any Section thereof, within 28 days after receiving notice pursuant to Sub-Clause 46.1,
- (c) has failed to comply with a notice issued pursuant to Sub-Clause 37.4 or an instruction issued pursuant to Sub-Clause 39.1 within 28 days after having received it
- (d) despite previous warning from the Engineer, in writing, is otherwise persistently or flagrantly neglecting to comply with any of his obligations under the Contract, or
- (e) has contravened Sub-Clause 4.1,

then the Employer may, after giving 14 days' notice to the Contractor, enter upon the Site and the Works and terminate the employment of the Contractor without thereby releasing the Contractor from any of his obligations or liabilities under the Contract, or affecting the rights and authorities conferred on the Employer or the Engineer by the Contract, and may himself complete the Works or may employ any other contractor to complete the Works. The Employer or such other contractor may use for such completion so much of the Contractor's Equipment, Temporary Works and materials as he or they may think proper.

63.2 Valuation at Date of Termination

The Engineer shall, as soon as may be practicable after any such entry and termination by the Employer, fix and determine expert, or by or after reference to the parties or after such investigation or enquiries as he may think fit to make or institute, and shall certify:

- (a) what amount (if any) had, at the time of such entry and termination, been reasonably earned by or would reasonably accrue



to the Contractor in respect of work then actually done by him under the Contract, and

- (b) the value of any of the said unused or partially used materials, any Contractor's Equipment and any Temporary Works.

63.3 Payment after Termination

If the Employer terminates the Contractor's employment under this Clause, he shall not be liable to pay to the Contractor any further amount (including damages) in respect of the Contract until the expiration of the Defects Liability Period and thereafter until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any) and all other expenses incurred by the Employer have been ascertained and the amount thereof certified by the Engineer. The Contractor shall then be entitled to receive only such sum (if any) as the Engineer may certify would have been payable to him upon due completion by him after deducting the said amount. If such amount exceeds the sum which would have been payable to the Contractor on due completion by him, then the Contractor shall, upon demand, pay to the Employer the amount of such excess and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly.

63.4 Assignment of Benefit of Agreement

Unless prohibited by law, the Contractor shall, if so instructed by the Engineer within 14 days of such entry and termination referred to in Sub-Clause 63.1, assign to the Employer the benefit of any agreement for the supply of any goods or materials or services and/or for the execution of any work for the purposes of the Contract, which the Contractor may have entered into.

64.1 Urgent Remedial Work

If, by reason of any accident, or failure, or other event occurring to, in, or in connection with the Works, or any part thereof, either during the execution of the Works, or during the Defects Liability Period, any remedial or other work is, in the opinion of the Engineer, urgently necessary for the safety of the Works and the Contractor is unable or unwilling at once to do such work, the Employer shall be entitled to employ and pay other persons to carry out such work as the Engineer may consider necessary. If the work or repair so done by the Employer is work which, in the opinion of the Engineer, the Contractor was liable to do at his own cost under the Contract, then all costs consequent thereon or incidental thereto shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted



by the Employer from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer. Provided that the Engineer shall, as soon after the occurrence of any such emergency as may be reasonably practicable, notify the Contractor thereof.

Special Risks

65.1 No Liability for Special Risks

Subject to due care and precaution and due diligence by the Contractor, the Contractor shall be under no liability whatsoever in consequence of any of the special risks referred to in Sub-Clause 65.2, whether by way of indemnity or otherwise, for or in respect of:

- (a) destruction of or damage to the Works, save to work condemned under the provisions of Clause 39 prior to the occurrence of any of the said special risks,
- (b) destruction of or damage to property, whether of the Employer or third parties, or
- (c) injury or loss of life.

65.2 Special Risks

The Special Risks are:

- (a) the risks defined under paragraphs (a), (c), (d) and (e) of Sub-Clause 20.4, and
- (b) the risks defined under paragraph (b) of Sub-Clause 20.4 insofar as these relate to the country in which the Works are to be executed.

65.3 Damage to Works by Special Risks

If the Works or any materials or Plant on or near or in transit to the Site, or any of the Contractor's Equipment, sustain destruction or damage by reason of any of the said special risks, the Contractor shall be entitled to payment in accordance with the Contract for any Permanent Works duly executed and for any materials or Plant so destroyed or damaged and, so far as may be required by the Engineer or as may be necessary for the completion of the Works, to payment for:

- (a) rectifying any such destruction or damage to the Works, and
- (b) replacing or rectifying such materials or Contractor's Equipment,

and the Engineer shall determine an addition to the Contract Price in accordance with Clause 52 (which shall in the case of the cost of replacement of Contractor's Equipment include the fair market value



thereof as determined by the Engineer) and shall notify the Contractor accordingly, with a copy to the Employer.

65.4 **Projectile, Missile**

Destruction, damage, injury or loss of life caused by the explosion or impact, whenever and wherever occurring, of any mine, bomb, shell, grenade, or other projectile, missile, munitions, or explosive of war, shall be deemed to be a consequence of the said special risks.

65.5 **Increased Costs arising from Special Risks**

Save to the extent that the Contractor is entitled to payment under any other provision of the Contract, the Employer shall repay to the Contractor any costs of the execution of the Work (other than such as may be attributable to the cost of reconstructing work condemned under the provisions of Clause 39 prior to the occurrence of any special risk) which are howsoever attributable to or consequent on or the result of or in any way whatsoever connected with the said special risks, subject however to the provisions in this Clause hereinafter contained in regard to outbreak of war, but the Contractor shall, as soon as any such cost comes to his knowledge, forthwith notify the Engineer thereof. The Engineer shall, after due consultation with the Employer and the Contractor, determine the amount of the Contractor's costs in respect thereof which shall be added to the Contract Price and shall notify the Contractor accordingly, with a copy to the Employer.

65.6 **Outbreak of War**

If, during the currency of the Contract, there is an outbreak of war, whether war is declared or not, which, whether financially or otherwise, materially affects the execution of the Works, the Contractor shall, unless and until the Contract is terminated under the provisions of this Clause, continue to use his best endeavour to complete the execution of the Works. Provided that the Employer shall be entitled, at any time after such outbreak of war, to terminate the Contract by giving notice to the Contractor and, upon such notice being given, the Contract shall, except as to the rights of the parties under this clause and Clause 67, terminate, but without prejudice to the rights of either party in respect of any antecedent breach thereof.

65.7 **Removal of Contractor's Equipment on Termination**

If the Contract is terminated under the provisions of Sub-Clause 65.6, the Contractor shall, with all reasonable dispatch, remove from the Site all Contractor's Equipment and shall give similar facilities to his Subcontractors to do so.

65.8 **Payment if Contract Terminated**



If the Contract is terminated as aforesaid, the Contractor shall be paid by the Employer, insofar as such amounts or items have not already been covered by payments on account made to the Contractor, for all work executed prior to the date of termination at the rates and prices provided in the Contract and in addition:

- (a) the amounts payable in respect of any preliminary items referred to in the Bill of Quantities, so far as the work or service comprised therein has been carried out or performed, and a proper portion of any such items which have been partially carried out or performed;
- (b) the cost of materials, Plant or goods reasonably ordered for the Works which have been delivered to the Contractor or of which the Contractor is legally liable to accept delivery, such materials, Plant or goods becoming the property of the Employer upon such payments being made by him;
- (c) a sum being the amount of any expenditure reasonably incurred by the Contractor in the expectation of completing the whole of the Works insofar as such expenditure has not been covered by any other payments referred to in this Sub-Clause;
- (d) any additional sum payable under the provisions of Sub-Clauses 65.3 and 65.5;
- (e) such proportion of the cost as may be reasonable, taking into account payments made or to be made for work executed, of removal of Contractor's Equipment under Sub-Clause 65.7 and, if required by the Contractor, return thereof to the Contractor's main plant yard in his country of registration or to other destination, at no greater cost; and
- (f) the reasonable cost of repatriation of all the Contractor's staff and workmen employed on or in connection with the Works at the time of such termination.

Provided that against any payment due from the Employer under this Sub-Clause, the Employer shall be entitled to be credited with any outstanding balances due from the Contractor for advances in respect of Contractor's Equipment, materials and Plant and any other sums which, at the date of termination, were recoverable by the Employer from the Contractor under the terms of Contract. Any sums payable under this Sub-Clause shall, after due consultation with the Employer and the Contractor, be determined by the Engineer who shall notify the Contractor accordingly, with a copy to the Employer.



Release from Performance

66.1 Payment in Event of Release from Performance

If any circumstance outside the control of both parties arises after the issue of the Letter of Acceptance which renders it impossible or unlawful for either party to fulfill his or their contractual obligations, or under the law governing the Contract the parties are released from further performance, then the parties shall be discharged from the Contract, except as to their rights under this Clause and Clause 67 and without prejudice to the rights of either party in respect of any antecedent breach of the Contract, and the sum payable by the Employer to the Contractor in respect of the work executed shall be the same as that which would have been payable under Clause 65 if the Contract had been terminated under the provisions of Clause 65.

Settlement of Disputes

67.1 Employer's Decision

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of, the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall, in the first place, be referred not later than 30 days in writing to the MD/CEO of the Employer or his nominee, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. Not later than 30 days after the day on which he received such reference the MD/CEO or his nominee shall give notice of his decision to the Employer and the Contractor. Such decision shall state that it is made pursuant to this Clause.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Works with all due diligence and the Contractor and the Employer shall give effect forthwith to every such decision of the MD/CEO or his nominee unless and until the same shall be revised, as hereinafter provided, in an amicable settlement or an arbitral award.

If either the Employer or the Contractor be dissatisfied with any decision of the MD/CEO or his nominee, or if the MD/CEO or his nominee fails to give notice of his decision on or before the 30 days on which he received the reference, then either the Employer or the Contractor may, on or before the 30th day after the day on which he received notice of such decision, or on or before the 30th day after the day



on which the said period of 30th days expired, as the case may be, give notice to the other party, with a copy for information to the Engineer & Employer, of his intention to commence arbitration, as hereinafter provided, as to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence arbitration, as hereinafter provided, as to such dispute and, subject to Sub-Clause 67.4, no arbitration in respect thereof may be commenced unless such notice is given.

If the MD/CEO or his nominee as the case may be has given notice of his decision as to a matter in dispute to the Employer and the Contractor and no notice of intention to commence arbitration as to such dispute has been given by either the Employer or the Contractor on or before the 30th day after the day on which the parties received notice as to such decision, the said decision shall become final and binding upon the Employer and the Contractor.

67.2 Amicable Settlement

Where notice of intention to commence arbitration as to a dispute has been given in accordance with Sub-Clause 67.1, the parties shall attempt to settle such dispute amicably before the commencement of arbitration. Provided that, unless the parties otherwise agree, arbitration may be commenced on or after 30th day after the day on which notice of intention to commence arbitration of such dispute was given, even if no attempt at amicable settlement thereof has been made.

67.3 Arbitration

Any dispute in respect of which:

- (a) the decision, if any, of the MD/CEO or his nominee has not become final and binding pursuant to Sub-Clause 67.1, and
- (b) amicable settlement has not been reached within the period stated in Sub-Clause 67.2,

shall be finally settled, unless otherwise specified in the Contract, under the Arbitration Act, 1940. The said arbitrator/s shall have full power to open up, review and revise any decision, opinion, instruction, determination, certificate or valuation of the MD/CEO or his nominee related to the dispute.

Neither party shall be limited in the proceedings before such arbitrator/s to the evidence or arguments put before the MD/CEO or his nominee for the purpose of obtaining his said decision pursuant to Sub-Clause 67.1. No such decision shall disqualify the Engineer from being called as a witness and giving evidence before the arbitrator/s on any matter whatsoever relevant to the dispute.



Arbitration may be commenced prior to or after completion of the Works, provided that the obligations of the Employer, the Engineer and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the Works.

67.4 Final and Binding Decision

Where neither the Employer nor the Contractor has given notice of intention to commence arbitration of a dispute within the period stated in Sub-Clause 67.1 and the related decision shall become final and binding.

Notice

68.1 Notices to Contractor

All certificates, notices or instructions to be given to the Contractor by the Employer or the Engineer under the terms of the Contract shall be sent by post, cable, telex or facsimile transmission to or left at the Contractor's principal place of business or such other address as the Contractor shall nominate for that purpose.

68.2 Notice to Employer and Engineer

Any notice to be given to the Employer or to the Engineer under the terms of the Contract shall be sent by post, cable, telex or facsimile transmission to or left at the respective addresses nominated for that purpose in Part II of these Conditions.

68.3 Change of Address

Either party may change a nominated address to another address in the country where the Works are being executed by prior notice to the other party, with a copy to the Engineer, and the Engineer may do so by prior notice to both parties.

Default of Employer

69.1 Default of Employer

In the event of the Employer:

- (a) failing to pay to the Contractor the amount due under any certificate of the Engineer within 28 days after the expiry of the time stated in Sub-Clause 60.10 Within which payment is to be made, subject to any deduction that the Employer is entitled to make under the Contract,
- (b) interfering with or obstructing or refusing any required approval



to the issue of any such certificate,

- (c) becoming bankrupt or, being a company, going into liquidation, other than for the purpose of a scheme of reconstruction or amalgamation, or
- (d) giving notice to the Contractor that for economic reasons it is impossible for him to continue to meet his contractual obligations, the Contractor shall be entitled to terminate his employment under the Contract by giving notice to the Employer, with a copy to the Engineer. Such termination shall take effect 14 days after the giving of the notice.

69.2 Removal of Contractor's Equipment

Upon the expiry of the 14 days' notice referred to in Sub-Clause 69.1, the Contractor shall, notwithstanding the provisions of Sub-Clause 54.1, with all reasonable dispatch, remove from the Site all Contractor's Equipment brought by him thereon.

69.3 Payment on Termination

In the event of such termination the Employer shall be under the same obligations to the Contractor in regard to payment as if the Contract had been terminated under the provisions of Clause 65.

69.4 Contractor's Entitlement to Suspend Work

Without prejudice to the Contractor's entitlement to interest under Sub-Clause 60.10 and to terminate under Sub-Clause 69.1, the Contractor may, if the Employer fails to pay the Contractor the amount due under any certificate of the Engineer within 28 days after the expiry of the time stated in Sub-Clause 60.10 within which payment is to be made, subject to any deduction that the Employer is entitled to make under the Contract, after giving 28 days' prior notice to the Employer, with a copy to the Engineer, suspend work or reduce the rate of work.

If the Contractor suspends work or reduces the rate of work in accordance with the provisions of this Sub-Clause and thereby suffers delay or incurs costs the Engineer shall, after due consultation with the Employer and the Contractor, determine:

- (a) any extension of time to which the Contractor is entitled under Clause 44, and
- (b) the amount of such costs, which shall be added to the Contract Price, and

shall notify the Contractor accordingly, with a copy to the Employer.

69.5 Resumption of Work



Where the Contractor suspends work or reduces the rate of work, having given notice in accordance with Sub-Clause 69.4, and the Employer subsequently pays the amount due, including interest pursuant to Sub-Clause 60.10, the Contractor's entitlement under Sub-Clause 69.1 shall, if notice of termination has not been given, lapse and the Contractor shall resume normal working as soon as is reasonably possible.

Changes in Cost and Legislation

70.1 Increase or Decrease of Cost (Clause-70 is deleted entirely).

There shall be added to or deducted from the Contract Price such sums in respect of rise or fall in the cost of labour and/or materials or any other matters affecting the cost of the execution of the Works as may be determined in accordance with part II of these Conditions.

70.2 Subsequent Legislation

If, after the date 28 days prior to the latest date for submission of tenders for the Contract there occur in the country in which the Works are being or are to be executed changes to any National or State Statute, Ordinance, Decree or other Law or any regulation or bye-law of any local or other duly constituted authority, or the introduction of any such State Statute, Ordinance, Decree, Law, regulation or bye-law which causes additional or reduced cost to the Contractor, other than under Sub-Clause 70.1, in the execution of the Contract, such additional or reduced cost shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be added to or deducted from the Contract Price and the Engineer shall notify the Contractor accordingly, with a copy to the Employer.

Currency and Rates of Exchange

71.1 Currency Restrictions

If, after the date 28 days prior to the latest date for submission of tenders for the Contract, the Government or authorized agency of the Government of the country in which the Works are being or are to be executed imposes currency restrictions and/or transfer of currency restrictions in relation to the currency or currencies in which the Contract Price is to be paid, the Employer shall reimburse any loss or damage to the Contractor arising therefrom, without prejudice to the right of the Contractor to exercise any other rights or remedies to which he is entitled in such event.



72.1 **Rates of Exchange**

Where the Contract provides for payment in whole or in part to be made to the Contractor in foreign currency or currencies, such payment shall not be subject to variations in the rate or rates of exchange between such specified foreign currency or currencies and the currency of the country in which the Works are to be executed.

72.2 **Currency Proportions**

Where the Employer has required the Tender to be expressed in a single currency but with payment to be made in more than one currency and the Contractor has stated the proportions or amounts of other currency or currencies in which he requires payment to be made, the rate or rates of exchange applicable for calculating the payment of such proportions or amounts shall, unless otherwise stated in Part II of these Conditions, be those prevailing, as determined by the Central Bank of the country in which the Works are to be executed, on the date 28 days prior to the latest date for the submission of tenders for the Contract, as has been notified to the Contractor by the Employer prior to the submission of tenders or as provided for in the Tender.

72.3 **Currencies of Payment for Provisional Sums**

Where the Contract provides for payment in more than one currency, the proportions or amounts to be paid in foreign currencies in respect of Provisional Sums shall be determined in accordance with the principles set forth in Sub-Clauses 72.1 and 72.2 as and when these sums are utilised in whole or in part in accordance with the provisions of Clauses 58 and 59.



PART – II
PARTICULAR CONDITIONS OF CONTRACT



PART II PARTICULAR CONDITIONS OF CONTRACT

(Mandatory Provisions not to be Amended / Substituted except as instructed by PEC)

1.1 Definitions

- (a) (i) The Employer is Oil & Gas Development Company Limited (OGDCL), Islamabad, its legal successors and assignees.
- (a) (iv) The Engineer is the person / consultant appointed, from time to time, by the Employer or any other competent person appointed by the Employer, and notified to the Contractor, to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineers is to formulate his certifications/recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.

The following paragraph is added:

- (a)(vi) “Bidder or Tendered” means any person or persons, company, corporation, firm or joint venture submitting a Bid or Tender.
- (b)(v) The following is added at the end of the paragraph:

The word “Tender” is synonymous with “Bid” and the word “Tender Documents” with “Bidding Documents”.

The following paragraph is added:

- (b)(ix) “Programme” means the programme to be submitted by the Contractor in accordance with Sub-Clause 14.1 and any approved revisions thereto.
- (e)(i) The text is deleted and substituted with the following:

“Contract Price” means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions there from as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

2.1 Engineer's Duties and Authority

With reference to Sub-Clause 2.1(b), the following provisions shall also apply;



The Engineer shall obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses:

- i. Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1 “Subcontracting”.
- ii. Certifying additional cost determined under Sub-Clause 12.2 “Not Foreseeable Physical Obstructions or Conditions”.
- iii. Any action under Clause 10 “Performance Security” and Clauses 21,23,24 25 “Insurance” of sorts.
- iv. Any action under Clause 40 “Suspension”.
- v. Any action under Clause 44 “Extension of Time for Completion”.
- vi. Any action under Clause 47 “Liquidated Damages for Delay”
- vii. Issuance of “Taking Over Certificate” under Clause 48.
- viii. Issuing a Variation Order under Clause 51,except:
 - a. in an emergency* situation, as stated here below, or
 - b. if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid
- ix. Fixing rates or prices under Clause 52.
- x. Extra payment as a result of Contractor’s claims under Clause 53.
- xi. Release of Retention Money to the Contractor under Sub-Clause 60.3 “Payment of Retention Money”.
- xii. Issuance of “Final Payment Certificate” under Sub-Clause 60.8.
- xiii. Issuance of “Defect Liability Certificate” under Sub-Clause 62.1.
- xiv. Any change in the ratios of Contract currency proportions and payments thereof under Clause 72 “Currency and Rate of Exchange”.

(Note: Employer may further vary according to need of the project)



* (If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.)

2.2 Engineer's Representative

The following paragraph is added:

The Employer shall ensure that the Engineer's Representative is a professional engineer as defined in the Pakistan Engineering Council Act 1975 (V of 1976)

The following Sub-Clauses 2.7 and 2.8 are added:

2.7 Engineer Not Liable

Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of materials, plant and equipment for construction of the Works and their parts in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under the Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any portion of the Works.

2.8 Replacement of the Engineer

“If the Employer intends to replace the Engineer, the Employer shall, not less than 14 days before the intended date of replacement, give notice to the Contractor, of the name, address and relevant experience of the intended replacement Engineer. The Employer shall not replace the Engineer with a person against whom the Contractor raises reasonable objection by notice to the Employer, with supporting particulars.”



5.1 Language(s) and Law

- (a) The Contract Documents shall be drawn up in the English language.
- (b) The Contract shall be subject to the Laws of Islamic Republic of Pakistan.

5.2 Priority of Contract Documents

In case of discrepancies between drawings, those of larger scale shall govern unless they are superseded by a drawing of later date regardless of scale. All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract.

The following Sub-Clauses 6.6 and 6.7 are added:

6.6 Shop Drawings

The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.

Review and approval by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and that the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.



6.7 As-Built Drawings

At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer no o f copies as specified in the BOQ or SOW and one reproducible of all drawings amended to conform with the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price.

10.1 Performance Security

The text is deleted and substituted with the following:

Contractor shall furnish to the Employer within days as metioned in Appendix -A after receipt of Letter of Acceptance a Performance Security 10% of contract price, at the option of the bidder, in the shape of Bank Draft/Call Deposit/Pay Order or Bank Guarantee with the validity as specified in Contract Data. Bank Guarantee as performance security must be submitted in accordance with the format provided in tender documents. Performance security in the shape of Bank Guarantee will not be acceptable with the banks whose market price per share is quoted below the Par Value at Stock Exchange Crossed Cheque /Insurance Guarantee /Swift Message will not be acceptable. The Cost of complying with requirement of this sub Clause shall be borne by contractor.

The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor

The following Sub-Clause10.4 is added:

10.2 Period of Validity of Performance Guarantee

The Performance guarantee shall be returned to the Contractor after defect liability period.

10.4 Performance Security Binding on Variations and Changes

The Performance Security shall be binding irrespective of changes in the quantities or variations in the Works or extensions in Time for Completion of the Works which are granted or agreed upon under the provisions of the Contract.

14.1 Programme to be submitted

The programme shall be submitted within 07 days from the date of receipt of Letter of Acceptance, which shall be in the form of:

- i) a Bar Chart identifying the critical activities.
- ii) a CPM identifying the critical path/activities.

(Employer to select appropriate one)



14.3 Cash Flow Estimate to be Submitted

The detailed Cash Flow Estimate shall be submitted within 21 days from the date of receipt of Letter of Acceptance

The following Sub-Clause 14.5 is added:

14.5 Detailed Programme and Monthly Progress Report

- a) For purposes of Sub-Clause 14.1, the Contractor shall submit to the Engineer detailed programme for the following:
- (1) Execution of Works;
 - (2) Labour Employment;
 - (3) Local Material Procurement; (4) Material Imports, if any; and
 - (5) Other details as required by the Engineer.
- (b) During the period of the Contract, the Contractor shall submit to the Engineer not later than the 8th day of the following month, 10 copies each of Monthly Progress Reports covering:
- (1) A Construction Schedule indicating the monthly progress in percentage;
 - (2) Description of all work carried out since the last report;
 - (3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
 - (4) Monthly summary of daily job record;
 - (5) Photographs to illustrate progress ;and
 - (6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.
- (c) During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

The following Sub-Clauses 15.2 and 15.3 are added:

15.2 Language Ability of Contractor's Representative

The Contractor's authorized representative shall be fluent in the English language. Alternately an interpreter with ability of English language shall be provided by the Contractor on full time basis.



15.3 Contractor's Representative

The Contractor's authorized representative and his other professional engineers working at Site shall register themselves with the Pakistan Engineering Council.

The Contractor's authorized representative at Site shall be authorized to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.

The following Sub-Clauses 16.3 and 16.4 are added:

16.3 Language Ability of Superintending Staff of Contractor

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staffs are not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

16.4 Employment of Local Personnel

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within Pakistan.

The following Sub-Clauses 19.3 and 19.4 are added:

19.3 Safety Precautions

In order to provide for the safety, security, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.

The Contractor shall make, maintain and submit reports to the Engineer concerning safety, health, security and welfare of persons and damage to property, as the Engineer may from time to time prescribe.



19.4 Lighting Work at Night

In the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night-work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer's Representative.

20.4 Employer's Risks

The Employer's risks are:

Notwithstanding anything contained (in GCC 20.4), the Employer shall not be responsible, compensate or bear any kind of risk/liability whatsoever in nature.

21.1 Insurance of Works and Contractor's Equipment

Insurance will be the liability of the Contractor in any of the case.

21.3 Responsibility for Amounts not Recovered

The text is deleted and substituted with the following:

Any amount not insured or not recovered from the insurers shall be borne by the Contractor in accordance with their responsibility.

21.4 Exclusions

The text is deleted and substituted with the following:

There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by the risks listed under Sub-Clause 20.4 paras (a) to (h).

The following Sub-Clause 25.5 is added.

21.5 Taxes

Any taxes, duties, fees, levies and other relevant charges, present or future, assessed or payable outside Pakistan by the Contractor and/or by the expatriate personnel deputed by Contractor in connection with the services performed under the contract shall be the exclusive responsibility of the Contractor.

Any taxes, duties, fees, levies and other relevant charges, present or future,



assessed or payable in Pakistan by the Contractor and/or by the expatriate personnel deputed by the Contractor in connection with the services performed under the contract shall be the exclusive responsibility of the Contractor.

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. Employer 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, 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 for the Contractor on production of documentary evidence by the Contractor and pay such amount to appropriate authorities.

The Contractor shall also be responsible for any income taxes levied on the 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.

The Contractor shall keep Employer duly informed about the steps taken by the Contractor in order to meet its obligations under the contract and provide the necessary documents to Employer in this connection.

The Contractor shall indemnify Employer against any claim, which might occur due to non-compliance by the 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 Government or Governmental agencies.

22.2 Exceptions

The sub clause 22.2(d) is deleted.

22.3 Indemnity by the Employer

The clause is deleted in its entirety.

23.1 Third Party Insurance (Including Employer's Property)

The clause will be read as follows:

The Contractor shall, without limiting his or the Employer's obligation and responsibilities under Clause 22, insure, in the joint names of the Contractor and the Employer, against liabilities for death of or injury to any person.



25.1 Evidence and Terms of Insurances

Number of days in the text of this clause shall be read as 30 days instead of 84 days.

25.3 Remedy on Contractor Failure to Insure

Delete the text and substitute with the following

The Contractor shall effect and keep in force all insurances required under the contract. The Employer shall not effect any kind of insurance on behalf of this project.

25.4 Compliance with Policy Conditions

Delete the text and substitute with the following:

“In the event that the Contractor fails to comply with conditions imposed by the insurance policies effected pursuant to the contract, the Contractor shall indemnify the other against all losses and claims arising from such failure.”

25.5 Insurance Company

The Contractor shall be obliged to place all insurances relating to the Contract (including, but not limited to, the insurances referred to in Clauses 21, 23 and 24) with either National Insurance Company of Pakistan or any other insurance company operating in Pakistan and acceptable to the Employer.

Costs of such insurances shall be borne by the Contractor. The following Sub-Clause 31.3 is added:

31.3 Co-operation with other Contractors

During the execution of the Works, the Contractor shall co-operate fully with other contractors working for the Employer at and in the vicinity of the Site and also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other contractors.

The following Sub-Clauses 34.2 to 34.12 are added:

34.2 Rates of Wages and Conditions of Labour

The Contractor shall pay rates of wages and observe conditions of labour not less favorable than those established for the trade or industry where the work is carried out. In the absence of any rates of wages or conditions of labour so established, the Contractor shall pay rates of wages and observe conditions of



labour which are not less favorable than the general level of wages and conditions observed by other employers whose general circumstances in the trade or in industry in which the Contractor is engaged are similar.

34.3 Employment of Persons in the Service of Others

The Contractor shall not recruit his staff and labour from amongst the persons in the services of the Employer or the Engineer; except with the prior written consent of the Employer or the Engineer, as the case may be.

34.4 Housing for Labour

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labour, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, these facilities shall be handed over to the Employer or if the Employer so desires, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer.

34.5 Health, Safety and Security

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety and security of his staff and labour at all times throughout the period of the Contract. The Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

34.6 Epidemics

In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities, for purpose of dealing with and overcoming the same.

34.7 Supply of Water

The Contractor shall, so far as is reasonably practicable, having regard to local conditions, provide on the Site, to the satisfaction of the Engineer or his representative, adequate supply of drinking and other water for the use of his staff and labour.



34.8 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

34.9 Arms and Ammunition

The Contractor shall not give, or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.

34.10 Festivals and Religious Customs

The Contractor shall in all dealings with his staff and labour have due regard to all recognized festivals, days of rest and religious and other customs.

34.11 Disorderly Conduct

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst staff and labour and for the preservation of peace and protection of persons and property in the neighborhood of the Works against the same.

34.12 Compliance by Subcontractors

The Contractor shall be responsible for compliance by his Subcontractors of the provisions of this Clause.

The following Sub-Clauses 35.2 and 35.3 are added:

35.2 Records of Safety, Security and Health

The Contractor shall maintain such records and make such reports concerning safety, security, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

35.3 Reporting of Accidents

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest



available means.

The following Sub-Clause 36.6 is added:

36.6 Use of Pakistani Materials and Services

The Contractor shall , so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

41.1 Commencement of Works

The text is deleted and substituted with the following:

The Contractor shall commence the Works on Site within the period named in Appendix-A to Bid from the date of receipt by him from the Engineer of a written Notice to Commence. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

The following Sub-Clause 47.3 is added:

47.3 Bonus for Early Completion of Works

No bonus is admissible for this project.

48.2 Taking Over of Sections or Parts

For the purposes of para (a) of this Sub-Clause, separate Times for Completion shall be provided in the Appendix-A to Bid “Special Stipulations”. See attached samples for “Final Acceptance Certificate” (Attachment-I) and “Provisional Acceptance Certificate” (Attachment-II).

49.5 Extensions of Defects Liability Period

The provisions of this Sub-Clause shall apply to all replacements or renewals of plant and equipment carried out by the Contractor to remedy defects and damage as if the replacements and renewals had been taken over on the date they were completed. The Defects Liability Period for the Works shall be extended by a period equal to the period during which the Works cannot be used by reason of a defect or damage. If only a part of the Works is affected the Defects Liability Period shall be extended only for that part. In neither case shall the Defects Liability Period extend beyond two (2) years from the date of taking over.



51.2 Instructions for Variations

At the end of the first sentence, after the word “Engineer”, the words “in writing” are added.

52.1 Valuation of Variations

In the tenth line, after the words “Engineer shall” the following is added:
within a period not exceeding one-eighth of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later.

53.4 Failure to Comply

This Sub-Clause is deleted in its entirety.

54.3 Customs Clearance

(Employer may vary this Sub-Clause)

54.5 Conditions of Hire of Contractor’s Equipment

The following paragraph is added:

The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor’s Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

The following Sub-Clauses 59.4 & 59.5 are added:

59.4 Payments to Nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with Clause 58 [Provisional Sums], except as stated in Sub-Clause 59.5 [Certification of Payments].

59.5 Certification of Payments & Nominated Subcontractors

Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:



- a) Submits reasonable evidence to the Engineer, or
- b)
 - i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
 - ii) Submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement,

then the Employer may (at his sole discretion) pay direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in subparagraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was directly paid by the Employer.

60.1 Monthly Statements

In the first line after the word "shall", the following is added:

"on the basis of the joint measurement of work done under Clause 56.1,"

In Para (c) the words "the Appendix to Tender" are deleted and substituted with the words "Sub-Clause 60.11 (a)(6) hereof".
(in case Clause 60.11 is applicable)

60.2 Monthly Payments

In the first line, "28" is substituted by "14".

The following Sub-Clause 60.11 is added:

60.11 Secured Advance on Materials

- a) The Contractor shall be entitled to receive from the Employer Secured Advance against an indemnity bond acceptable to the Employer of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:
 - (1) The materials are in accordance with the Specifications for the Permanent Works;
 - (2) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the



satisfaction of the Engineer but at the risk and cost of the Contractor;

- (3) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
 - (4) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
 - (5) Ownership of such materials shall be deemed to vest in the Employer and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Employer; and
 - (6) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of other materials.
- (b) The recovery of Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis.

60.12 Financial Assistance to Contractor

This clause is deleted and No Escalation is allowed.

63.1 Default of Contractor

The following para is added at the end of the Sub-Clause:

Provided further that in addition to the action taken by the Employer against the Contractor under this Clause, the Employer may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction and Operation of Engineering Works Bye-Laws 1987, as amended from time to time.

65.2 Special Risks

The text is deleted and substituted with the following:



The Special Risks are the risks defined under Sub-Clause 20.4 sub paragraphs (a) to (h).

67.3 Arbitration

In the sixth to eight lines, the words “shall be finally settled appointed under such Rules” are deleted and substituted with the following:

shall be finally settled under the provisions of the Arbitration Act, 1940 as amended or any statutory modification or re-enactment thereof for the time being in force.

The following paragraph is added:

The place of arbitration shall be Islamabad, Pakistan.

68.1 Notice to Contractor

The following paragraph is added:

For the purposes of this Sub-Clause, the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Employer and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract.

68.2 Notice to Employer and Engineer

For the purposes of this Sub-Clause, the respective address are:

a) The Employer:
OIL & GAS DEVELOPMENT COMPANY LIMITED, ISLAMABAD

b) The Engineer:
The person appointed from time to time by the Employer.

70.1 Increase or Decrease of Cost

Sub-Clause 70.1 is deleted in its entirety

73.1 Payment of Income Tax

The Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax, super tax and other taxes on income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes.



73.2 Customs Duty & Taxes

(Employer may incorporate provisions where applicable)

74.1 Integrity Pact

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-L to his Bid, then the Employer shall be entitled to:

- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Subcontractors, agents or servants;
- (b) terminate the Contract; and
- (c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Subcontractors, agents or servants.

The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 63.1 to 63.4 and the payment under Sub-Clause 63.3 shall be made after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this Sub-Clause.

75.1 Termination of Contract for Employer's Convenience

The Employer shall be entitled to terminate the Contract at any time for the Employer's convenience after giving 30 days prior notice to the Contractor, with a copy to the Engineer. In the event of such termination, the Contractor:

- (a) shall proceed as provided in Sub-Clause 65.7 hereof; and
- (b) shall be paid by the Employer as provided in Sub-Clause 65.8 hereof.

76.1 Liability of Contractor

The Contractor or his Subcontractors or assigns shall follow strictly, all relevant labour laws including the Workmen's Compensation Act and the Employer shall be fully indemnified for all claims, damages etc. arising out of any dispute between the Contractor, his Subcontractors or assigns and the labour employed by them.



77.1 Joint and Several Liability

If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfillment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

78.1 Details to be Confidential

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the decision of the Engineer whose award shall be final.

79.1. Final Bill shall be processed as under :-

1. On the request of the contractor Completion certificate will be issued by the Engineer-in-Charge.
2. Final measurement shall be made during a joint visit of the Engineer-in-charge and contractor. The contractor shall be required to accept the measurement.
3. The measurement shall be recorded on Measurement Book by the Engineer-in-Charge and duly accepted by the contractor.
4. Any item not included in BOQ shall be paid on the MES rates with applicable premium.

79.2. Rebate / Discount on Contract Price

Rebate / Discount if any shall clearly be mentioned on financial bid format, if mentioned elsewhere, the same shall not be entertained.

80. BID SECURITY

In case the bidder fails to fulfill agreed Tender/contract terms & Condition by submitting Forged documents and based on forged documents he is declared Lowest Evaluated Responsive Bidder and these documents are noticed during execution of work , the bidder shall be liable to pay liquidated damages as per Terms and mechanism agreed in the tender . Whereany loss or damaged suffered by OGDCL due to any of aforementioned act of the bidder is more than the liquidated damages, the company will be entitled to mitigate /recover the losses through encashment of Bank Guarantee /Bid securities / Earnest money or Forfeiture of security furnished by bidder in other procuremnet cases.



81. TAXES

The contractor shall quote rates inclusive of all taxes including withholding tax, GST, provincial sale tax and other taxes as applicable till the day of bid submission. Any tax or any change in the rate of existing taxes made applicable after bid submission by Government shall be excluded from the quoted rates and will be paid to contractor on submission of deposit receipt of Government Exchequer. All taxes including provincial sale tax shall be mentioned separately at the end of Bill of Quantities.

82. BLACK LISTING OF SUPPLIERS:-

Blacklisting means; temporarily or permanently, barring an entity or a person against whom proceedings have been initiated including but not limited to bidder, contractor, supplier, agent, consultant, company, partnership, company or firm; hereinafter referred to as, Respondent from participating in any future procurement (goods & services) proceedings conducted by OGDCL. The Respondent(s) individually or collectively as a consortium may stand blacklisted if found to have been involved in any or all of the following acts:

- A. Undermines or adversely affects the operations of the company through wilful failure by:
 - a. Withdrawing a bid during the bid validity period;
- B. Failure or refusal to:
 - a. sign the contract;
 - b. accept Purchase Order / Service Order Terms;
 - c. execute work;
 - d. submit Bank Guarantee as per tender terms;
 - e. make supplies as per specification agreed;
 - f. fulfill contractual obligations as per contract;
 - g. meet purchase order / service order terms and conditions; and/or,
 - h. to remedy underperformance as per contractual obligations.
 - i. Or any other non-compliance of obligations vital for the execution / compliance of the contract.
- C. Repeated non-performance.
- D. Indulgences in corrupt or fraudulent practices while obtaining or attempting to obtain contracts in the company.
- E. Convicted of fraud, corruption, tax evasion or criminal misappropriation by a court of competent forum.
- F. Notified blacklisted/debarred/cross debarred by any public sector organization or international agency. (Note: At the time of submission of bid a contractor shall submit an Affidavit Form 4 that he or his principal is not declared



blacklisted / debarred / cross debarred by any public sector organization or international agency.)

G. Furnished information that was false and materially inaccurate or submitted forged or fake documents

83. CONFISCATION OF BANK GUARANTEE / PAY ORDER / DEMAND DRAFT ETC.:-

The bank guarantee / bid bond (earnest money) / performance bond / Advance Bank Guarantees etc. of the bidder/vendor will be confiscated if they:

- i. Withdraw their bid during bid validity.
OR
- ii. Fails to provide performance and/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.
OR
- vi. Any other reason warranting the confiscation of the guarantee.



Extension in Bid Bond and Performance Bond / Bank Guarantee

Bid Bond: Extension in Bid Bond (if required) must be submitted in original 15 days before the expiry date otherwise OGDCL may proceed for encashment.

Performance Bond/Bank Guarantee: Extension in Performance Bond (if required) must be submitted in original 15 days before the expiry date otherwise OGDCL may proceed for encashment



OIL & GAS DEVELOPMENT COMPANY LTD.

SPECIFICATION FOR

PIPELINE AND PIPEWORK INSTALLATION

C O N T E N T S

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1.0 **INTRODUCTION**

1.1 **General**

This specification is a standard specification for Pipeline & Pipe-work installation and outlines the minimum requirements of the COMPANY.

1.2 **Definitions**

Following definitions apply throughout this document:

COMPANY: Oil & Gas Development Company Ltd. (OGDCL)

CONTRACTOR: Means the construction company to be engaged by the COMPANY to perform the Construction work.

VENDOR / SUPPLIER: The organization, firm or agency with whom order for the supply of equipment and or material has been placed.

1.3 **Errors or Omissions**

1.3.1 The review and comment by the COMPANY of any drawings, procedures or documents shall only indicate acceptance of general requirements and shall not relieve the CONTRACTOR of its obligations to comply with the requirements of this specification and other related parts of the contract documents.

1.3.2 Any errors or omissions noted by the CONTRACTOR in this Specification shall be immediately brought to the attention of the COMPANY.

1.4 **Deviations**

All deviations to this specification, other specifications or attachments shall be brought to the knowledge of the COMPANY as a section in the bid. All deviations made during the installation, manufacturing, testing and inspection shall be with written approval of the COMPANY prior to execution of the work. Such deviations shall be shown in the documentation prepared by the CONTRACTOR.

1.5 **Conflicting Requirements**

In the event of conflict, inconsistency or ambiguity between the contract scope of work, this Specification, National Codes and Standards referenced in this Specification or any other documents, the CONTRACTOR shall refer to the COMPANY whose decision shall prevail.

1.6 **Reporting Procedure**

1.6.1 A reporting and documentation system shall be agreed between the COMPANY and the CONTRACTOR for the status of installation, inspection, testing and shipment of the equipment/material to be supplied under this specification. CONTRACTOR shall provide reports and summaries for installation and testing operations in conformance with a schedule approved by COMPANY.

1.6.2 Weekly, monthly and run summaries of all major aspects of the installation progress shall be provided as reports to the COMPANY.

2.0 **REFERENCE CODES & STANDARDS (LATEST EDITIONS)**

ANSI B 31.3	Process Plant Piping.
ANSI B 31.8	Gas Transmission and Distribution Piping System.
API RP 1102	Recommended Practice for Liquid Petroleum Pipelines Crossing, Railroads and Highways.
API STD 1104	Standard for Welding Pipelines and Related Facilities.

3.0 **GENERAL**

3.1 **Scope**

This specification covers the storage, handling, construction, testing and commissioning requirements for the cross-country oil/gas pipeline, above ground piping, and shall be read in conjunction with the General Conditions of the Contract, Back Ground Information, Scope of Works and other related specifications.

All works to be carried out by the CONTRACTOR shall be conducted diligently, continuously and in good faith in a thorough, careful, skillful and workmanlike manner in accordance with good pipeline construction practices.

3.2 **Standards**

The construction of the pipeline shall be in accordance with the applicable portions of the latest editions of the following codes and standards:

ANSI B 31.3	Process Plant Piping.
ANSI B 31.8	Gas Transmission and Distribution Piping System.
API RP 1102	Recommended Practice for Liquid Petroleum Pipelines Crossing, Railroads and Highways.
API STD 1104	Standard for Welding Pipelines and Related Facilities.

3.3 **Permits**

It shall be the COMPANY's responsibility to ensure that CONTRACTOR has the necessary permits/NOCs /site possession to enter on any land and to carry out any particular work.

4.0 **RIGHT-OF-WAY**

- 4.1 The COMPANY shall provide a continuous and contiguous Right-of-Way along the complete length of the route and shall ensure that the Right-of-Way is available to the CONTRACTOR sufficiently in advance of construction to permit uninterrupted operation along the entire line.
- 4.2 The CONTRACTOR, before starting any clearing operations, shall familiarize himself with all provisions on the land secured by the COMPANY and shall comply with such provisions and avoid unnecessary damage to crops, trees and property on or adjacent to the Right-of-Way.
- 4.3 The CONTRACTOR shall construct access roads to its camp sites, and stockpile sites etc. and shall bear all costs of the same. The CONTRACTOR shall be responsible for all the costs of improvements upon such lands and the cost of their eventual reinstatement.

- 4.4 The COMPANY shall secure the necessary permits for all road, railway, stream and river crossings as are required for the agreed pipeline route. The CONTRACTOR shall provide prints of drawings (if applicable as per SOW), showing the details of all such crossings at least sixty days in advance of construction to enable the COMPANY to obtain necessary permits.
- 4.5 The COMPANY shall compensate Landowners and occupiers of land for crop loss and other damage incidental to construction works within the Right-of-Way and other lands provided by the COMPANY.
- 4.6 Notice of intention to commence work shall be served on owners and occupiers of land along the route of the pipeline by the COMPANY in accordance with the CONTRACTOR's programmes and the CONTRACTOR shall not enter onto any land for constructional purposes without the permission of the COMPANY'S Representative.
- 4.7 The CONTRACTOR shall be responsible for day-to-day contact with the COMPANY & occupiers of land immediately before and during the construction of the Works, but shall not give any undertaking on behalf of the COMPANY without the prior approval in writing of the COMPANY'S Representative. The CONTRACTOR shall employ a full-time liaison officer together with a number of assistants for the purpose of maintaining such day-to-day contact with the various occupiers of lands.
- 4.8 The CONTRACTOR shall clear and grade only sufficient part of the Right-of-Way to meet with his requirements prior to stringing the pipe and his attention is drawn to the problems which may arise from restricted access, and flooding.
- The CONTRACTOR will be responsible for completing sections of work in a timely manner to minimize these problems.
- 4.9 The CONTRACTOR shall, wherever possible, avoid causing damage to any existing infrastructures.
- 4.10 The CONTRACTOR shall install temporary culverts in all drainage ditches, canals, creeks and other drainage structures, which are crossed during Construction works, and where damage to property or crops may occur because of drainage being blocked. He shall, as soon as possible, construct or reinstate on a permanent basis to the satisfaction of the COMPANY'S Representative all such waterways which have been disturbed by the Works.
- 4.11 The CONTRACTOR shall undertake repairs to any bridges, private roads, fences, buildings or other property, damaged in the course of his construction works. The CONTRACTOR shall bear the cost of such repairs.

- 4.12 Where the Right-of-Way passes over or through farmlands, gardens, estates, plantations, or any other similar valuable property, the CONTRACTOR shall ensure special care is taken to minimize damage, whilst passing through such lands.

Hand ditching, if required in such places shall be done at CONTRACTOR's Expense.

- 4.13 In general, the CONTRACTOR shall clear the Right-of-Way by removal of all trees, bushes, stumps, boulders and other encumbrances down to the level of the ground surface. He shall grub out or otherwise remove stumps in the way of the pipeline. All debris shall be removed to the extreme edge of the Right-of-Way, as directed, so that there is no possibility of it becoming mixed with trench back-fill materials.

In cultivated areas top-soil shall be stripped only over the trench width and shall be kept separate and replaced upon completion of the back-fill.

In all metalled roads, paved footpaths etc. the surfacing materials are to be removed only over the width of the ditch, except where otherwise directed by the COMPANY'S Representative. All road metal or other surface materials and hardcore shall be kept separately from other excavated materials.

- 4.14 The CONTRACTOR shall grade the Right-of-Way in a manner which will permit the laying of the pipe line in a normal ditch consistent with the maximum bending allowed by the Specification and to facilitate subsequent pipeline operations.

- 4.15 Where telephone, power, or utility lines interface with the access of the CONTRACTOR's constructional plant to the Right-of-Way, the CONTRACTOR shall, at his own cost, make the necessary arrangements to preserve the continuous use of such telephone, power, or utility lines during the construction of the pipelines.

- 4.16 When working on or near roads, railways or other traffic ways, the CONTRACTOR shall install and maintain all day and night warning signs necessary to protect persons from injury, and to warn drivers of vehicles of the obstruction.

4.17 **Crossing other Pipelines**

- Where the pipeline route runs through third party R.O.W, the CONTRACTOR shall submit to the third party, a list of known buried pipelines in the third party R.O.W. that they will be crossing during construction.
- In order to greatly reduce the possibility of damage to third party lines during construction period, the CONTRACTOR shall request that the list be checked for omissions and necessary connections.

- The third party should be requested to indicate the type of fluid, number, size and whether the lines are above or below ground.
- The CONTRACTOR shall enclose a complete set of main line maps, showing other pipelines.

5.0 **TRANSPORTATION AND STORAGE**

5.1 **Storage and Handling**

Storing and handling, including taking delivery, loading, handling, unloading, stacking and stringing of pipe, valves, fittings and other equipment shall be as per MANUFACTURER'S instruction / standard Procedures and shall be carried out by the CONTRACTOR in such a manner as to avoid breakage, distortion, denting, gouging, grooving, flattening, damage to pipe ends and other damage to pipe, valves, fittings and other equipment. All shall be done to the satisfaction of COMPANY'S Representative.

5.2 **Stacking and Transportation**

When stacking pipe on a vehicle for transportation, the CONTRACTOR shall take exceptional care that the procedure for stacking and cartage is such that no damage occurs to the pipe. All trucks, wagons, stacking methods and devices shall have the approval of the COMPANY'S Representative; this approval however shall in no way relieve the CONTRACTOR of his responsibilities under the Contract.

During transportation of the pipe, longitudinal welds shall be placed such that the location of the weld is at the point of least stress, which is approximately forty-five degrees (45°) to the vertical. In no case, shall the weld contact the adjacent pipes.

The pipes and any coating shall be examined before and after transportation to the site, by the CONTRACTOR and the COMPANY'S Representative. The COMPANY'S Representative shall have the right to reject any material (pipes, valves, fittings etc.) found damaged after the transportation to site and unacceptable for use. The cost of these shall be borne by CONTRACTOR.

5.3 **Pipe Handling**

Pipe shall not be allowed to drop or strike objects which may injure the pipe, but shall be lifted or lowered from one level to another by suitable approved equipment. When lifting pipe, special lifting hooks equipped with a plate curved to fit the curvature of the inside of the pipe shall be used.

Padded bolsters of a suitable size and dimension shall be used on all vehicles employed for the transport of pipe.

If pipe is being transported mounted in pyramid fashion, bolsters shall be installed under the bottom layer with an approved yoke over the top layer and with a binding system such as to avoid damage of whatever kind to the pipe. The systems shall be to the complete approval of the COMPANY'S Representative, who retains the right to have replaced any binding system, which in his opinion might cause damage to the pipe.

If pipe is being transported in layers of equal numbers, bolsters shall be required under the bottom layer, between each successive layer and over the top layer.

The CONTRACTOR shall stack unloaded pipe in a manner as to avoid damage to the pipe. All pipes shall be stacked in an approved manner, clear of the ground surface and be adequately protected to obviate damage of whatever kind or accidental rolling. Any pipe lost or damaged shall be replaced by the CONTRACTOR at no additional cost to the Contract.

5.4 **Other Material Handling**

Materials for pipe coating and wrapping shall be loaded, transported, unloaded and stored in a manner to prevent damage or loss. The materials shall be stored in a manner to preserve their condition, prevent loss and permit easy access for checking. Valves, flanged fittings or other materials with finished surfaces shall always be placed on skids to prevent the finished surfaces from coming into contact with the ground.

5.5 **Exceptional Loads**

In planning his transportation activities, the CONTRACTOR shall give consideration to the nature of the roads and bridges to be used and shall obtain from the Responsible Authority, permission for their use for specified loads.

Any conditions imposed upon permission granted by the Responsible Authority shall be strictly followed by the CONTRACTOR who will be responsible for damage occurring to any road or bridge as a result of his transportation activities, whether approved or not.

6.0 **STRINGING**

Pipes shall be strung only on the Right-of-Way which has been cleared and where necessary graded as specified. The CONTRACTOR shall ensure that the pipe is strung for the proper placement in relation to its size, weight and grade.

Pipe shall not be strung directly on the ground but shall be raised on padded supports to the approval of the COMPANY'S Representative.

Pipe shall be strung in such a manner as to leave gaps across the Right-of-Way to facilitate the movement of general traffic.

After the pipe has been strung, it shall be examined by the CONTRACTOR and the COMPANY'S Representative, and any damage which is found to the pipe or coating, shall be repaired or the pipe or coating rejected as the COMPANY'S Representative directs.

The cost of repair shall be borne by the CONTRACTOR, who also replace at his own shall expense any pipe or coating rejected by the COMPANY'S Representative.

Where rock is encountered along the Right-of-Way, no pipe shall be strung until all ditch excavation has been completed by breaking and the Right-of-Way cleared of the resulting debris.

7.0 **TRENCHING**

7.1 **General**

Although this section of the Specification is intended to principally apply to the pipeline construction work, the CONTRACTOR'S general and specified obligations as contained in this section shall also apply, as appropriate to all excavation and reinstatement work to be carried out under this Contract.

The minimum dimensions of the pipe trench shall be such as will provide the following excluding any crown above the general ground level:

- | | |
|----------------------------------|--------------------------------|
| Depth of cover over pipe in soil | - As per SOW or Design Package |
| Depth of cover over pipe in rock | - As per SOW or Design Package |

When necessary to comply with the requirements of other clauses of this Specification, the trench shall be larger than is required by the above minimum dimensions.

Should the trench be excavated to a depth greater than the COMPANY'S Representative deems necessary, the CONTRACTOR shall at his own cost fill in the bottom of the trench with such materials consolidated at a level as the COMPANY'S Representative shall direct.

The bottom of the trench shall be uniformly graded and free from loose rock, large gravel and other objects which might damage the pipe. Where additional depth of ditch is required such as for roads, railroads, rivers/streams, ditches, tiled drains, underground pipelines or utility crossings and the like, it shall be provided at no additional expense to the COMPANY. At locations where the contour of the ground may require additional depth to eliminate unnecessary bending of the pipe, the CONTRACTOR shall provide such extra depth at no additional expense to the COMPANY.

The pipeline shall not be permitted to rest directly on a trench bottom, which includes rock, stone or other material which could damage the pipeline coating. In all such cases, the pipeline shall be bedded on, and surrounded by a soft padding of a minimum thickness of 150 mm, or as may be otherwise directed.

The CONTRACTOR shall also excavate the trench so as to allow the minimum thickness of soft padding to be pieced in the bottom of the trench without causing the cover to the pipeline to be reduced below the specified depth.

Soft padding shall consist of sand, clay, soft earth or other approved material and shall be free of stones, rock fragments, vegetable growth or other perishable materials and shall not contain any other material which could damage the pipeline coating or could set up corrosion.

7.2 **Existing Pipelines and Services**

Notwithstanding anything else contained herein, the CONTRACTOR shall take all measures necessary to locate the precise position of all existing pipelines, electricity cables, gas and water mains, telephone cables, pipes, ducts, sewers, drains and all other underground services and structures of any kind.

When any existing service etc is located, the CONTRACTOR shall mark the position of it by means of a peg, to an approved colour-code, over the service on both side of the trench and shall accurately note the position, line and depth at that service and mark it on the Drawings.

At the end of every working day, the CONTRACTOR shall submit a list of all existing services etc. encountered during that day to the COMPANY'S Representative, enumerating the type, diameter, position, and depth of each service. The pegs marking the services shall not be removed without the permission of the COMPANY'S Representative.

Where the underside of an existing Foreign service is less than 300 mm below existing ground level the pipeline trench shall be excavated such that the normal pipeline cover specified is maintained.

Where the underside of an existing Foreign service is more than 300 mm below existing ground level the pipeline trench shall be excavated such that the distance between the underside of the existing Foreign Service and the top of the new pipeline shall be a minimum of 600 mm.

Any existing or new concrete slabbing or armoring protection to a service, shall be reinstated together with a soft padding surround to the service,

The new pipelines and the existing Foreign service where required by the Responsible Authority, shall be protected by a series of 1000 mm wide pre-cast reinforced concrete slabs. The slabs shall incorporate lifting eyes and shall be laid side by side over the full length shown on the relevant Drawing.

Excavation around existing services shall be carried out with such care and diligence as is necessary to avoid and prevent damage to service and the CONTRACTOR shall take all necessary measures to support and temporarily protect services. Should any service be damaged by the CONTRACTOR, the service shall be made good by him, at his own expense.

The CONTRACTOR shall ensure that all services in the Right-of-Way, Working Areas, accesses, etc. are protected at all times from damage by his plant or any of his operations.

At locations where the pipeline crosses overhead cables, the CONTRACTOR shall notify the National Electric Power Authority when any work is to take place under or around such cables and shall obtain and abide by any regulations that may be imposed by that Authority.

Where any pipe, drain, culvert, gully, cable, bridge, or other work or structure shall be damaged during the construction of the Works or is be found to need alteration to allow the Works to proceed, the CONTRACTOR shall immediately inform the COMPANY'S Representative in writing. The COMPANY will then communicate with the concerned authority responsible for the maintenance thereof and may instruct the CONTRACTOR to repair or alter the same or give assistance to the authority or its contractor. The cost of the same shall be borne by the CONTRACTOR.

Extreme care must be exercised throughout all pipe laying activities to ensure that damage is not incurred to existing pipelines.

7.3 **Rail/Road/River Crossings Trenching**

At hard surfaced crossings, where the pipe is routed under the road/rail or the river bed, the crossing shall comply with the Approved for Construction drawings and the requirements of the relevant authorities. The trenches or thrust borings for such crossing works shall be made to the satisfaction of the concerned Local Authorities or public bodies responsible for the obstructions to be crossed. The edges of the existing road/rail surface forming the trench shall be cut square and vertical and left free of loose materials.

The CONTRACTOR shall submit, prior to commencement of work a procedure giving details of the methods it intends to use for each of the crossings for approval of the COMPANY'S Representative.

All above ground portions of pipeline, such as those running on bridges etc., shall be encased in sleeves, two pipe sizes larger than the pipeline; Some underground portions of the pipeline may also be required to be encased in sleeves for which unit rates shall be given in the schedule of prices/BOQ.

Where any traffic is to be diverted during pipeline crossing work, the pipeline(s) crossed by such diversion shall be adequately protected against loads imposed by the road or rail and the pipeline construction traffic.

Where cased crossings are used, such as in the thrust bored crossings, same construction and material specifications shall be applicable to the casing pipe, as that of the carrier pipe.

7.4 **Access**

The CONTRACTOR shall provide safe fenced access across the trench at reasonable intervals so as not to unnecessarily inconvenience local businesses.

7.5 **Soil Conditions**

The Contract Price of the CONTRACTOR will be deemed to include for all the excavation required to be carried out under this Contract including rock if encountered

7.6 **Drainage**

All ditches, open drains or watercourses interfered with by the pipeline shall be maintained in effective condition during construction and finally restored to as good a condition as before the commencement of the Works.

The entire cost of reinstating any land drain will be deemed to have been included in the Contract Price.

Wherever necessary, the CONTRACTOR shall provide, maintain and use piling, shoring materials, jacks, pumps, well-pointing and other de-watering facilities as are necessary to excavate and maintain the trench in good and safe working condition, until the line is laid and backfilled.

7.7 **Restriction on Ditching**

Narrowness of certain sites will restrict the disposition of excavated materials. In order to facilitate pipeline work, passage and traffic, and other necessary activities, the excavated material shall be removed and temporarily stored at designated areas. The portions of excavated materials required for backfill and reinstatement shall subsequently be returned to the ROW's and the remainder disposed off. All such measures shall be carried out in a manner approved by the COMPANY'S Representative, and where necessary with the consent of the Local Authority.

Alternatively, it may be found necessary or convenient to remove excavated material from the forward part of the trench and to cart or run it back directly to the rear of the trench for the purpose of backfilling.

The CONTRACTOR shall carry out the above requirements at no extra cost to the COMPANY and within the agreed programme schedules.

8.0 **PIPE PROTECTION AND CLEANING PRIOR TO WELDING**

Each joint of pipe shall be swabbed with a leather or canvas belt disc of the proper diameter or cleaned to the satisfaction of the COMPANY's Representative to remove dirt, loose mill scale or other foreign substances before placing in alignment for welding. The open ends of the pipe shall be securely closed at the end of each day's work and shall not be opened until work is resumed.

Welding of pipelines shall be carried out in accordance with the Welding Specifications.

The elastic flexibility of the pipeline shall be determined by the CONTRACTOR in accordance with the provisions of ANSI B31.8. Factors to be considered in the determination of the minimum radius of elastic flexibility shall include stresses in the pipe due to bending, stresses in the pipe during hydrostatic test and comprehensive stresses in any concrete weight coating to be applied. Handling stresses shall also be taken into consideration.

The CONTRACTOR shall ensure that during construction and handling, the pipeline is not subjected to stresses in excess of those allowed. Adequate sleeper supports are to be used during construction.

In above ground sittings the pipelines shall be laid to conform to the ground contour, on supports and anchors. In below ground sittings the pipelines shall be laid to conform to the contours of the trench bottom.

9.0 **FIELD BENDING**

The over bends and sidebands shall fit snugly to the bottom of the trench, and the sidebands pressed firmly against the outer wall of the ditch.

All bends shall be made cold and uniform by the use of an approved bending machine with bending shoes of proper size and of a design suitable for bending un-coated pipe. No stretching of the pipe shall be permitted. The wall thickness after bending shall not be less than the nominal wall thickness minus the manufacturing tolerances. All bends shall be made to as long a radius as possible and no bend shall be made within 1.5 pipe diameters of a completed circumferential butt weld.

No field bends shall have a radius of less than the min. field bend radius given in ASME B31.8. The radius shall be reasonably uniform throughout the arc and shall be checked by measurement of the middle. All bends shall be gauge tested in the presence of the COMPANY'S Representative with a gauging pig fitted with a sizing plate 95% of the internal diameter of the pipe before they are incorporated into the pipeline.

The CONTRACTOR is to keep records of all cold pipe bends made by him in the course of pipe line construction. The records shall include details of location, pipe size, pipe number, angle of bend, radius of bend, place of bend and such other details as the COMPANY may require.

10.0 **ROAD, RAIL AND RIVER CROSSINGS**

10.1 **General**

All crossings works shall be carried out in accordance with the Approved for construction Drawings.

The COMPANY will obtain in principal basic approval/NOC from all relevant authorities for carrying out all crossings in the positions shown on the Drawings. The COMPANY does not, however, guarantee that such approvals are either final or complete, as many of them may be subject to the CONTRACTOR's proposed method of construction execution and his temporary works drawings.

CONTRACTOR shall undertake detailed survey and identify all crossings required for the job. All crossings required for the work, whether or not indicated in the survey data or the tender document, will be deemed to be included in the contract price.

10.2 **Method of Installation**

All crossings shall be open-cut where possible and shall meet the requirements of API RP 1102 and as per instructions of COMPANY'S Representative.

The minimum cover to the pipe at any road or rail or river crossing, whether in rock or other materials, shall be in accordance with API RP 1102 or as shown on the Approved for construction drawings.

For crossings where deviation from open-cut method is considered more appropriate such as under riverbed or marshy terrain, based on ease of construction by the CONTRACTOR, Thrust Boring method can be applied with the approval of the COMPANY. The CONTRACTOR shall ensure that no damage to the pipe coating takes place during installation. It is recommended that the bore diameter used for thrust boring shall be at least 2 size larger than the outer diameter of the carrier pipe. The CONTRACTOR shall ensure presence of COMPANY'S Representative at the site during the thrust boring for witnessing. Whatever method is selected to be used for the construction of crossings, the CONTRACTOR shall ensure that necessary construction equipment and machines of adequate capabilities are available before execution of the works.

The CONTRACTOR shall construct the pipe assemblies and hydrostatically test them above ground at suitable locations near the crossings. The locations selected and precautions to be taken must be agreed by the COMPANY'S Representative, the Police and Local Authorities before any work begins on the testing or crossings.

Where possible, pipeline installation including backfilling and initial surface reinstatement should be completed in one day.

The CONTRACTOR shall ensure that his operations cause the minimum disruption to motor and pedestrian traffic.

During construction at least half of the road width shall be kept open for the passage of traffic.

Where road traffic is to be diverted during pipeline crossing work, the pipeline crossed shall be protected against loads imposed by the road and pipeline construction traffic to the satisfaction of the COMPANY'S Representative.

The CONTRACTOR shall, at his own expense, provide, install and maintain throughout the construction period all warning signs, traffic lights and stoppage boards as may be required by the Police or Local Authorities concerned.

11.0 **LOWERING-IN AND BACKFILLING**

11.1 **Lowering-In**

No lowering operation shall be undertaken except in the presence of the COMPANY'S Representative. Lowering into the trench shall be carried out by an approved method by the COMPANY'S Representative prior to the commencement of the work and shall take place as soon as possible after the trench has been dug. In this operation, special care shall be taken to ensure that the pipe coating sustains no damage and that the pipe is not laid in tension. Any damage to the pipe coating during the lowering operation shall be repaired before backfilling commences.

All brush, skids, pipe protectors, rocks, large clods, sticks, projecting rocks and other hard objects shall be removed from the bottom of the trench into which the coated pipeline is to be lowered so that the protective coating shall not be punctured or abraded. The CONTRACTOR shall crumb out the entire ditch-line and grade at the bottom of the trench where the ditch has been excavated in rock or broken stone gravel or rock conglomerate, and the pipe shall be protected with padding as previously described.

Wide non-abrasive slings, belts or cradles shall be used in all lowering operations and care shall be taken when removing slings from around the coated pipe after it has been lowered into the trench. Any damage caused to the pipe-coating during the lowering operation shall be repaired before backfilling commences.

Holiday detection is to be carried out to the coating whilst the pipe is suspended above the trench. As holiday detection cannot be carried out in wet weather or whilst the pipe is wet, the CONTRACTOR shall make allowance in his Contract Price for all delay occasioned thereby.

The welded up line shall be lowered into the ditch as soon as possible after the field joint coating is applied, tested and approved. Normally the pipe must be lowered immediately following the field joint coating application and testing rather than being allowed to return to the skids before lowering.

If for any reason pipe is returned to skids after coating, bags of soil or sand or other acceptable material shall be placed on the skids so as to provide a cushion on which the pipe may rest without damaging the coating. All such pipe shall be rechecked with a holiday detector immediately prior to it being lowered into the trench.

11.2 **Backfilling**

Before any backfilling is started, the COMPANY'S Representative must be notified and must be satisfied that the pipe is evenly bedded upon the bottom of the trench throughout its length. It is not to ride upon any stones, rock or other material which may be harmful to the pipe.

The COMPANY'S Representative shall ensure that, soft padding to the full specified thickness has been laid in the bottom of the trench where required. The depth of the trench including the soft padding if required is to be sufficient to provide the minimum cover to the pipeline as specified.

If soft padding has not been laid in the bottom of the trench and if in the opinion of the COMPANY'S Representative it is necessary for such padding, to be provided, then the provision and placing of such padding shall be at the CONTRACTOR expense.

If the soft padding cannot then be placed in the trench without the cover to the pipeline becoming less than that specified, then the CONTRACTOR shall further excavate the trench before placing the padding. The cost for so doing will be deemed to have been included in the Contract Price.

When soft padding has been placed in the bottom of the trench then, after the pipe has been lowered into the trench, similar soft padding shall be laid around the sides of and to a compacted cover of 150 mm above the crown of the pipe or as specified. The padding shall be compacted to the satisfaction of the COMPANY'S Representative.

Soft padding may be the best of the material that has been excavated from the trench, if considered suitable by the COMPANY Representative; where it is not considered suitable imported soft padding shall be used. The selected material shall not contain any rock fragments, stone, or any other material which could harm the coating on the pipe.

After the soft padding or selected excavated material has been placed, the remainder of the trench shall be backfilled with the material that has been excavated from the trench and it shall be properly compacted. In roads and footpaths, the backfilled material shall be thoroughly consolidated using mechanical power rammers and water sprays where necessary.

Compaction of backfilling by an approved method shall be such as to prevent any subsequent settlement.

Where topsoil has been stripped, it shall be replaced after backfilling has been completed, and if so instructed by the COMPANY'S Representative, the CONTRACTOR shall loosen, by approved means, the last 300 mm of subsoil before returning the topsoil, and the cost for so doing will be deemed to be included in the Contract Price.

It is the CONTRACTOR's responsibility to prevent any settlement, scouring or erosion from occurring over the Trench Width and the Right-of-Way and he shall take all necessary measures to do so. The CONTRACTOR shall submit his proposals in this regard to the COMPANY'S Representative for approval, but such approval, if given, shall not in any way relieve the CONTRACTOR of his responsibilities under this clause.

Any settlement, scouring or erosion that may take place up to the end of the Maintenance Period shall be promptly made good by the CONTRACTOR at his own expense.

Should the CONTRACTOR fail to make good such settlement within the time given in the COMPANY'S Representative's instruction to remedy the settlement, scouring or erosion, the COMPANY may carry out such remedial works as may be required and recover the cost thereof from the CONTRACTOR.

On steep slopes or other sections subject to severe erosion where, in the opinion of the COMPANY'S Representative, there is danger of the backfill being washed out of the trench, sandbag breakers shall be installed prior to backfilling as directed by the COMPANY'S Representative. Terracing may also be required across the pipeline ditch to direct flow of water into natural drainage courses and away from the pipeline ditch, but in no case shall surface drainage be diverted into channels other than those it followed before the pipeline was laid.

Marker tape and concrete slabs, where applicable shall be included in the trench during backfilling as specified in the approved designs.

12.0 **TESTING**

12.1 **General**

The CONTRACTOR shall carry out all hydrostatic strength and leakage tests and shall provide all test rigs, gauges, pressure raising equipment, pressure recording instruments, dead weight testers, gauging pigs, blank flanges, welding caps, temporary pig traps, vents, drains and all other necessary equipment to satisfactorily carry out the tests as specified. All equipment shall be approved by the COMPANY'S Representative and all gauges, recorders and testers shall be supplied with current calibration certificates proving their accuracy.

The CONTRACTOR shall develop his proposals and programme for the hydrostatic testing of the pipeline for the approval of the COMPANY'S Representative so that approval may be obtained at least 2 weeks prior to the start of testing. The proposals shall take due consideration of the overall construction programme and the availability of test water. The proposals shall be in accordance with ASME B31.8, recommendations and requirements specified herein.

Testing shall be carried out after backfilling the pipe trench, including the sections within the terminals which are to be buried, and should any section fail to pass the tests, the CONTRACTOR shall locate, excavate and repair any damage or leakage sustained by the pipe line during any tests. The cost of any such repair work and the abortive test shall be borne by the CONTRACTOR.

The cost of all work associated with testing shall be deemed to be included in the Contract Price.

For the purposes of hydrostatic tests, the pipeline shall be filled with clean water only and the source thereof shall be approved by the COMPANY'S Representative, and supplied by the CONTRACTOR. The use of salt water shall not be permitted.

The COMPANY shall require the addition of approved inhibitors to the testing water to obviate the possibility of corrosion to the internal surface of the pipeline. All costs associated with the supply and use of such an inhibitor shall be deemed to be included in the Contract Price.

The CONTRACTOR shall also arrange for the disposal of the testing water and shall indemnify the COMPANY against any claim resulting from damage caused or inconvenience due to the method used.

The hydrostatic tests which shall be carried out on the pipeline are of two types:

- Sectional tests shall be carried out from time to time, in lengths to be agreed with the COMPANY'S Representative or as specified, as construction proceeds on the main pipeline route.
- Testing of all above ground pipe work.

After both types of tests have been fully completed, the final tie-in flanged connections between the pipeline and the above ground pipe work shall be made by the CONTRACTOR non-destructively tested using materials and equipment to be supplied by the CONTRACTOR, but these final connections only may not be subject to any hydrostatic test.

12.2 **Sectional Hydrostatic Tests**

Hydrostatic tests shall be carried out on the pipeline in sections which shall be determined in conjunction with the COMPANY'S Representative or TPI, having regard to altitude variations, availability of water and available means of disposal of water.

The CONTRACTOR shall provide temporary pig traps as necessary for hydrostatic tests.

Immediately before the setting up of a test, a brushing pig, of the type incorporating both cups and brushes, shall be passed through the section to clear any water or extraneous matter and thereafter a gauging pig, fitted with an approved sizing plate shall be passed through the section.

The pipeline shall be filled with water which shall drive two swabbing pig, which shall be of a type that will ensure that the air is swept out of the pipeline, and the two pigs shall be separated in their travel to ensure the non-aeration of the test water.

Pressure indicating and pressure recording instruments shall be connected to the pipeline before pumping commences. A suitable test pump shall be used, capable of raising the pressure to the test pressure specified. The testing procedure shall then be as follows:

- After filling the pipe with water, the pressure shall be quickly raised to 70% of the test pressure.
- The pressure shall then be slowly increased to the specified test pressure and the quantity of water pumped into the pipe shall be measured and plotted against pressure ascertained by dead weight gauges. This pressure shall be held for one hour. If, during pressurizing, it becomes apparent that there is still a significant amount of air in the line (as shown by a deviation from a straight line on the pressure versus volume plot) the COMPANY'S Representative or TPI will order the line to be re-swabbed to remove the air and the test recommenced.
- The pressure shall then be quickly reduced to half the test pressure and slowly increased to the full test pressure by the addition of measured quantities of water for plotting against pressure rise.
- The pipeline shall hold the full test pressure for 24 hours. During the 24 hour test period, 100 percent leak tightness of the test section shall be established to the satisfaction of the COMPANY'S Representative or TPI, that is, there shall be no observable drop in pressure that cannot be accounted for by changes in temperature.
- At the discretion of the COMPANY'S Representative, the pressure shall be released to the maximum working pressure of the test section, and the pressure held for such further period as determined by the COMPANY'S Representative, in order to establish leak tightness of the test section to the satisfaction of the COMPANY'S Representative.
- At each of the above stages, wherever the pressure is to be held steady at any given pressure, the pressurizing equipment shall be disconnected from the pipeline.

- The pipeline shall be deemed to have failed the test for leakage if any loss is recorded when the pipeline is held at full test pressure. The CONTRACTOR shall identify and rectify any such leakage and shall then re-commence the test as stated above.

12.3 **Test Pressure**

All Station piping shall be hydraulically tested to 1.5 x maximum design pressure or as specified in design /drawing package.

12.4 **Test Reports**

A test report shall be submitted in triplicate in a manner approved by the COMPANY'S Representative as soon as possible after the completion of each test, but in any case not later than 7 days after such completion. The reports shall contain all relevant information, including details of failures, repairs and re-testing.

12.5 **Pigging / Dewatering**

De-watering of the tested pipeline sections shall be carried out from temporary pig trap to temporary pig trap or as specified.

12.6 **Programme of Testing**

The CONTRACTOR shall keep the COMPANY'S Representative fully informed of all his proposed testing activities by means of a programme which shall be regularly updated, and which shall show the proposed test lengths, their locations, maximum and minimum pressure and water source.

No pigging runs, filling pipelines with air or water, or any testing shall be carried out except in the presence of the COMPANY'S Representative or TPI. The CONTRACTOR shall give not less than 48 hours notice of any such proposed operation to be carried out at any particular location, stating the test lengths, the calculated pressure at the highest and lowest points, the source of the water to be used, and the manner of its disposal.

12.7 **Above Ground Pipe-work Testing**

▪ **General**

All above ground pipe-work shall be subject to hydrostatic testing which shall be carried out in accordance with the recommendations of ASME B31.3 incorporating the requirements for both hydrostatic and pneumatic testing, except as modified hereafter, and the full test pressure shall be maintained without further pumping, for a period of not less than 2 hours.

- **Hydrostatic Testing**

The CONTRACTOR shall provide thermometers during each such test and shall take and record hourly readings of them. Before any such test will be deemed to have been passed satisfactorily, it will be the responsibility of the CONTRACTOR to show that any pressure loss over the 24 hour period is entirely due to atmospheric temperature variations.

Separate tests shall be carried out on each class and diameter of pipe-work, and shall be so arranged as to leave the minimum number of final tie-in connections that it will not be possible to test other than by non-destructive means. The number and location of all such connections shall be clearly identified in the testing programme to be produced by the CONTRACTOR.

- **Air Testing**

All pipe-work shall be subject to air testing, subsequent to the pipe-work having been completely emptied of water remaining from the hydrostatic testing.

The purpose of the air test is solely as a leak- detection test for flanged / screwed joints made after the completion of hydrotest.

The CONTRACTOR shall carry out air tests at the specified pressure or 1.38 bar (20 psi). The pressure shall be maintained throughout the duration of the test. When the pressure has been reached, the CONTRACTOR shall, in the presence of the COMPANY'S Representative, carry out a soap and bubble test on every above ground, flange or fitting. For this test the CONTRACTOR will provide a suitable soap solution which CONTRACTOR shall brush onto every weld, flange or fitting and any leak will show up as a bubble in the solution. Any leak so discovered shall be rectified by the CONTRACTOR at his own expense, and the test shall be carried out again on the flange, weld or fitting concerned.

The duration of the test shall be minimum time consistent with good workmanship, to carry out the soap and bubble tests on every above ground joint.

12.8 **Safety During Conduct of Tests**

It shall be the duty of the CONTRACTOR to ensure the safety of all persons employed in or about the area of all tests and to take all necessary and proper precautions to prevent damage or injury to any persons or property arising out of any test. Any venting points for the release of air or water must be manned at the CONTRACTOR'S expense for the duration of any such venting operation.

Before commencing any hydrostatic test, the CONTRACTOR must submit to the COMPANY'S Representative the details of how he intends to ensure such safety during the tests and these details must include the permanent manning of each test end throughout the duration of the test, such other manning and patrolling of the test length as may be reasonably necessary on account of the location of the test length, provision of warning boards along the pipeline route of the pipeline section concerned and adequate notice of the intended tests is to be given to all relevant authorities, landowners and tenants.

12.9 **Valve**

During any pipeline testing or pigging runs, all permanent valves shall be left locked in the fully open position. No such valve is to be closed except with the approval of the COMPANY'S Representative.

13.0 **DE-WATERING AND CLEANING OF PIPELINE**

After successful completion of the hydrostatic test, the pipeline shall be depressurized. No attempt shall be made to empty the pipe simply by letting water run out. Emptying shall be carried out by pigging against a small back pressure so that air locking does not occur.

A minimum of two de-watering pigs shall be used, as specified by COMPANY Representative.

The CONTRACTOR shall arrange for the disposal of the testing water in a manner approved by the COMPANY'S Representative and shall indemnify the COMPANY against any claim resulting from damage caused or inconvenience owing to the method used.

The CONTRACTOR shall be required to satisfy the COMPANY'S Representative of the cleanliness of the pipe. For this reason the COMPANY'S Representative will require to be present at the end of each pigging run in order to observe the foreign matter that is brought out by the pig on each run. The CONTRACTOR must ensure that the COMPANY'S Representative is fully informed, with adequate notice, to enable him to observe the completion of each pigging run.

The CONTRACTOR is advised that the COMPANY'S Representative will insist on a very high standard of cleanliness of the pipeline and if any pigging run indicates, in the opinion of the COMPANY'S Representative, that the standard of cleanliness is inadequate, then he will order the CONTRACTOR to carry out such further pigging as may be necessary in order to attain a satisfactory standard of cleanliness.

Water flow-rate for pipeline cleaning runs as above shall ensure that velocity in the line is adequate for carrying of mill scale, welding debris etc.

14.0 COMMISSIONING

The CONTRACTOR shall undertake full responsibility for the commissioning of the complete pipeline system.

Commissioning shall be undertaken in accordance with recommendations of ASME B31.8 and the requirements of this specification.

At least 30 Days prior or as otherwise specified, to the programmed date for commissioning to commence, the CONTRACTOR shall submit for the COMPANY Representative's approval a detailed procedure and programme for the commissioning of the complete Pipeline System.

The CONTRACTOR shall nominate, and with the COMPANY'S Representative's approval, appoint a Commissioning Engineer who shall be made responsible overall for commissioning and for the implementation of the agreed procedure and programme.

The CONTRACTOR shall be entirely responsible for the provision of personnel, adequate in skills and numbers, and who shall be detailed, briefed and positioned to ensure the safe and proper commissioning of the System.

The COMPANY shall make available, at his expense, timely to meet the commissioning in the quantities necessary for the purpose of commissioning the Pipeline System.

From the commencement of commissioning of each pipeline section, COMPANY shall meet the full cost of energy, water and other services required to operate the pipeline system, however, the CONTRACTOR shall supply all consumables, spare parts and equipment to be used in the commissioning.

Commissioning in gas shall follow the de-watering, flushing and satisfactory drying of the pipeline system.

The CONTRACTOR's proposals for drying of pipeline sections may include pig swabbing and air drying, methanol drying, vacuum drying or a combination of methods as specified in the SOW or design package.

Where applicable, the purging of the pipeline with product gas shall be carried out using an inert gas interface to separate the product gas from air during the purging operation.

Upon completion of the commissioning, in accordance with the programme and procedures, to the satisfaction of the COMPANY'S Representative, the Pipeline System shall be taken over for operation by the COMPANY. The taking over of the Pipeline System by the COMPANY shall not relieve the CONTRACTOR in any way from his obligations to carry out further tests as may be required on the pipeline system to demonstrate and fulfill his overall responsibility for performance of the system.

Upon completion and commissioning as aforementioned and when the associated stations are in such a condition that they can be expected to run at full design capacity without stoppage, the CONTRACTOR shall conduct a 72 hours' continuous running test or as otherwise specified, of the whole system at full capacity and percentages of full capacity as agreed with the COMPANY and shall there by demonstrate to the COMPANY'S satisfaction that the performance and operation of the various items of equipment of the plant is in accordance with Contract requirements.

The CONTRACTOR shall make safe provision for the disposal of vented gas.

15.0 **REINSTATEMENT AND CLEAN-UP**

15.1 **General**

As soon as the pipe is laid and backfilled the CONTRACTOR shall clean up the Right-of-Way and all working areas used by him and shall make good the lands traversed as far as possible.

15.2 **Topsoil and Vegetation**

Where topsoil has been stripped from the surface of the Trench Width, it shall be replaced, after backfilling has been completed, to the correct contours and thickness and in a loose workable condition. Over the remainder of the Right-of-Way, the CONTRACTOR shall reinstate the ground to its original contours, filling in any holes or ruts etc. and replacing any topsoil that has been lost.

Where topsoil has not been stripped from the Trench width, except for track, road, rail and water crossings, the CONTRACTOR shall only be required to reinstate the whole of the Right-of-Way, including the Trench Width, by leaving it in a tidy and workmanlike condition, free of all scrap and surplus materials.

The CONTRACTOR shall not be required in any instance to replace or provide new, any form of vegetation which has of necessity been removed for the purposes of this Contract, however, CONTRACTOR shall take all possible steps to minimize the impact on the vegetation.

Notwithstanding anything contained in this sub-clause, it is the CONTRACTOR'S responsibility to prevent erosion, scouring and settlement of the pipelines backfill and right-of-way until the end of the Maintenance Period or defect liability period (12 months).

The CONTRACTOR shall promptly rectify any erosion, scour or settlement and, where necessary to prevent further deterioration shall provide gabions, terracing or other permanent protection, the cost of which shall be deemed to be included in the Contract Price.

15.3 **Backfilling**

Backfilling of trenches through roads shall be carried out immediately after the pipe has been laid and the backfill shall be compacted in layers not exceeding 15 centimeters or as specified and finished level with the road surface.

The CONTRACTOR shall carry out permanent reinstatement of all verges.

Thereafter he shall at his own cost maintain the surface of the trench and make good all sinks and other defects during the maintenance period from the issue of the Certificate of Completion.

15.4 **Third Parties**

Any work which any local authority may lawfully elect to carry out shall be excluded from the Works.

All private roads bridges and other private structures used by the CONTRACTOR for access or haulage shall be restored to a condition which is not inferior to that which existed prior to the commencement of the CONTRACTOR's operations.

The CONTRACTOR shall carry out the permanent reinstatement of all water courses, which have been crossed by the pipeline, in accordance with the reasonable requirements of the water authority concerned and the instructions of the COMPANY'S Representative, and the cost of so doing will be deemed to have been included in the Contract Price.

Wherever applicable, all enclosures, walls, gates etc. shall be restored to at least as good a condition as they were in originally except insofar as permanent access requires gates to be installed in all enclosures walls and the like.

The CONTRACTOR shall reinstate the surface of all storage areas, working areas and access routes obtained by himself in accordance with the signed agreement between the land providers and the CONTRACTOR, but in any case to a condition not less than equal to that subsisting before the commencement of the Works.

16.0 **PIPELINE MARKERS**

The marking of the route shall be by standard concrete marker posts at locations to be finally approved by the COMPANY'S Representative and based on the following guidelines:

- At intervals of not more than 100 m or as specified.
- At points of major change of pipeline direction or TPs.
- At isolation valve locations.
- At CP test points.

The marker posts shall be inscribed in 20 cm numerals to indicate their individual offset distances from the origin of the pipeline, and depth of the pipeline.

The marker post design shall be approved by the COMPANY'S Representative.

17.0 **MAINTENANCE OR DEFECT LIABILITY PERIOD**

Throughout the Maintenance Period or Defect Liability Period of 12 months (1 year) or as specified, the CONTRACTOR shall inspect the pipeline route to ensure that no settlement, scouring, erosion or other civil/mechanical defects have occurred and he shall immediately rectify any such defects at expense of his own.

HSEQ

Requirements & Guidelines

HSEQ Requirements & Guidelines

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Appendix 1: Summary HSEQ Register of Legal & Other Requirements

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HSEQ Requirements & Guidelines

1. INTRODUCTION

This document is being issued with the Contract Document for **“LAYING OF 6” DIA x 3.5 KM FLOWLINE FOR WELL CHAK 63#2**. It sets out the requirements for Health, Safety and Environment (HSEQ) that the contractor and its subcontractors must follow during the entire project.

1.1 Scope and Objectives

The document is intended as a guideline for the contractor and spells out the minimum HSEQ standards of the company, for the contractor to follow during the entire duration of project. The document however does not absolve the Contractor and its subcontractors from their own HSEQ responsibilities and is not universal in nature.

2. POLICY AND RESPONSIBILITIES

2.1 HSEQ Policy

Contractor and its subcontractor will acknowledge Company's strong commitment to HSEQ and affirm that they have written health, safety and environmental policies, which are of a standard comparable to that of company. These policies will be signed and actively supported and endorsed by contractor management.

Contractor will further affirm that its policies are widely disseminated and understood among employees and sub-Contractors. These policies should be in English and such other local languages as required.

2.2 Responsibilities

- Contractor is responsible to communicate all HSEQ requirements asked by the company to its field management and supervision according to their areas of responsibilities.
- The Contractor is responsible, through his organization, for applying the HSEQ measures required to carry out work assigned to him accidents / incident or events which jeopardize the HSEQ of the personnel and of the installation.
- Contractor is responsible for correct selection of personnel to assign to the jobs and shall determine, the need for, and provide, training of the personnel whose activities influence HSEQ.
- Contractor shall possess all the equipment needed to carry out the work (appropriate for the work environment) as well as all the clothing, safety devices and personal and collective protection devices required.
- Contractor shall plan all actions, controls and inspections aimed at ensuring HSEQ requirements are observed, applying the measures defined in his own HSEQ Manual.
- Contractor shall provide experienced HSEQ Supervisor and Doctor/Medic at the site.
- Contractor shall provide project organization chart, specifying also the names and relevant professional profiles of the key positions.
- Contractor will also submit CV's and job description of its personnel for handling HSEQ matters i.e. Project Manager, Site Incharge (s), HSEQ Supervisor and medic.

HSEQ Requirements & Guidelines

3. PERSONNEL

3.1 Recruitment

Contractor shall ensure that all roles and responsibilities with respect to HSEQ management are detailed in the contractors HSEQ Project specific management plan. Roles to be addressed in the plan include the following

- Project Manager
- HSEQ Team/Supervisor
- Rigging supervisor
- Side boom Operator if the operation includes side boom
- Horizontal directional drill operator (HDD)
- Welders qualification
- Radiographer
- Drivers
- Crane Operator

a) Medical Screening

It is contractor's responsibility to ensure that all contractors and subcontractors personnel's are healthy and medically fit for their respective assignments

For certain tasks, contractor may be asked to provide reasonable evidence to satisfy OGDCL of their medical fitness. If necessary, and if so requested by OGDCL, contractor shall arrange for contractors nominated medical officer to approve the employment on Medical grounds, of contractors and subcontractors personnel's.

3.2 Operators / Drivers Selection

Selection procedures should cover:

- Age, Health and working experience in hilly areas
- Language (understanding written and verbal instructions)
- Operator / driver skills, Operator / Driving record and appropriate licenses
- Attitude to substance abuse
- Level of general education
- Previous training and qualifications on same type of equipment / vehicle
- Understanding of safe operation of equipment (excavator, loader, dumper, jack hammer, grader).
- Work safety issues

HSEQ Requirements & Guidelines

All operator / drivers must have valid driving / operating / licenses according to the category of equipment / vehicles and fully trained and competent to operate particular equipment / vehicle.

3.3 HSEQ Induction

Contractor shall ensure that all arrivals to Company's work site receive a briefing upon arrival at the work site. The induction should cover the emergency response and evacuation, escape routes and mustering, communication methods, medical and first aid facilities, traveling, environment, and other HSEQ aspects etc.

Note that all contractor personnel entering the operations area shall undergo OGDCL Operations provided induction.

As such, the contractor shall prepare and deliver a OGDCL approved project induction package (visitor and full induction) that incorporate items including but not limited to the following

- OGDCL HSEQ Policies and standards
- Contractor ERP
- Project HSEQ minimum requirements
- PPE Requirements
- JSA/TRA process
- Incident reporting
- Health and hygiene
- Drug and alcohol policy
- Permit Requirements
- Tool box talks

3.4 Training & Awareness

Contractor is responsible for maintaining HSEQ awareness of all personnel including arranging safety talks for traveling in hilly areas with / without loads, road conditions and community sensitive areas.

Contractor staff must have the basic knowledge about risk associated with Pipeline and Civil work, spillage handling, firefighting and other emergency related issues.

3.5 Occupational Health & Hygiene

- Contractor shall ensure that its personnel shall maintain standards of health & hygiene during the execution of the Contract.
- Contractor will make arrangements for essential medical support at site.
- Contractor will designate a vehicle for evacuation of injured / ill persons from site to nearby hospitals.
- Contractor will appoint a full time Doctor/Medic at site and made available all necessary medicines at site.

HSEQ Requirements & Guidelines

- The contractor shall ensure that water to be used at the camp for potable purpose, is filtered and treated.
- Sufficient latrine and washing facilities shall be provided for all employees, and shall be hygienically maintained and inspected on daily basis.

4. HSEQ LEGAL AND OTHER REQUIREMENTS

Contractor's is required to comply with all relevant National, Provincial and local Laws while working with OGDCL.

4.1 Reference Laws & Provisions*

a) Occupational safety laws

- The Mines Act, 1923
- The Regulation of Mines and Oilfields and Mineral Development (Government Control) Act 1948, Pakistan Petroleum (production) Rules, 1949 and Pakistan Petroleum(Exploration and Production) Rules, 1986, Safety in Drilling and Production Rules 1974.
- West Pakistan Shops and Establishment Ordinance 1969 & Rule 1969

b) Environmental protection laws and other relevant legislation i.e. PEPA 1997, NEQS

* refer appendix 1

4.2 Termination & Suspension

Any infringements by Contractor's manpower identified by Company of its HSEQ regulations and standards shall be investigated jointly by Company and Contractor and remedial action mutually agreed upon and implemented by the Contractor. If Contractor does not implement remedial action within agreed terms, Company has the right to stop the contract forthwith.

4.3 Alcohol & Narcotics

Contractor manpower is required to comply with Contractors Drug and Alcohol program. Based on that program it shall be ensured that personnel do not, at any time, while traveling to or from, or at the work, have in their possession or under influence of any

HSEQ Requirements & Guidelines

Contraband or alcoholic liquor, drug or other intoxicating substances.
Company reserves a right to subject all personnel deployed in the services of the Company to drug test at any time without prior notice.

5. RISK MANAGEMENT & HAZARDS IDENTIFICATION

- Contractor shall make an initial assessment of the HSEQ risks involved in the execution of the works. The focus of the assessment shall be to evaluate the inherent hazards in conducting the work and the potential adverse consequence of an accident to the workforce, the public and the environment, company assets and reputation.
- Contractor shall take appropriate measures to prevent incidents from occurring and to minimize the consequence of an event should it occur.
- Contractor shall conduct HSEQ inspections and audits to ensure that such preventive measures are carried out. Contractor shall promptly conform to all recommendations made pursuant to the said inspections and audits.

6. CONTRACTOR'S CAMP

Contractor shall be responsible for providing quality living and food to his employees on site. All facilities within the Contractor's camp shall conform to an acceptable standard of cleanliness and hygiene. These facilities shall include but are not limited to temporary accommodation, kitchen, mess, toilet and bath. Contractor shall ensure that the flow from toilets shall be drained into a covered septic tank which shall have an outlet in a soak pit. Flow from kitchen and baths shall be drained into the soak pit directly.

The fuel storage tank constructed by Contractor in his camp shall be lined with an impermeable membrane liner to hold the oil within the tank in case of any accidental oil spill or leakage. A brick masonry or concrete pad shall be constructed adjacent to the fuel storage tank to avoid any soil contamination during fuel loading, of E-loading and re-fueling of vehicles at the camp.

HSEQ Requirements & Guidelines

7. EQUIPMENT/ VEHICLES REQUIREMENTS

- Vehicles and equipment (earth moving machinery i.e. excavators, loaders, Side booms , HDD , Jack hammers, cranes etc.; welding, cutting, grinding machines) should meet international safety standards.
- Be *inspected by an experienced mechanic* who will issue fitness certificate on behalf of contractor.
- Be re-examined by mechanic in case of any accident /damage /modification.
- Driver seats should have proper seat belts.
- Have rear-mounted reversing alarm, audible from 8 meters, automatically operates when reverse gear is selected.
- Have fire extinguishers, with minimum capacity of 5kg multipurpose dry-powder and first aid kit fitted in the cabin
- Have an indicator/gauge showing brake pressure.
- Have two spare wheels and equipment to safely change a wheel.
- Have storage box for tools and auxiliary lashing equipment. If the storage box is on the top of a headboard, there shall be rungs fitted for access to the box.

8. EQUIPMENT / VEHICLES MAINTENANCE

Operators / Drivers should be seen as professionals and be expected to take full responsibility for safety and the safety status of the equipment / vehicle. Linking operators / Drivers to such kind of specific equipment / vehicles can enhance their sense of responsibility.

Contractor shall carry out its equipment / vehicle regular maintenance in its designated area including change of lube oils and filters.

No maintenance shall be carried out without drip trays on the ground to collect any drips or small.

9. TRAVELING RULES

The following general rules should be observed for all traveling:

- Speed limits (where defined) shall strictly be followed.
- Speed should be reduced while moving near residential areas to avoid any disturbance to local community.
- While moving in concession boundaries contractor will follow speed limits defined by Location management. Contractor will also ensure that local community is not disturbed due to movement of its vehicles.

10. INTERFACE WITH THE COMPANY

The Contractor shall, within the context of these activities, identify one competent person tasked to interface with Company's representative for HSEQ related matters.

The persons shall hold sufficient authority to manage the entire contract and to organize the work, taking care that all information for and from the Company is transmitted correctly.

HSEQ Requirements & Guidelines

11. PERSONAL PROTECTIVE EQUIPMENT

The Contractor will be responsible for ensuring that all personnel entering in site, plant or operation areas and working areas where they are exposed to risk of injury or disease shall use suitable protective clothing and equipment.

Such clothing and equipment shall include but not be limited to depending on nature of job and hazards to which one is exposed to:

- Overalls
- Safety helmets
- Safety boots
- Gum Shoes (for concrete work/Slippery surfaces)
- Eye protection
- Ear defenders
- Gloves

The contractor shall be responsible to provide the mandatory PPE to its employees / subcontractors while working for Company in its Field Areas. The contractor shall ensure that its employees have received appropriate training on the use and maintenance of safety and personal protective equipment prior to its use.

12. SAFETY EQUIPMENT AND FIRE PROTECTION

Contractor shall at its own expense provide necessary first aid equipment, sufficient fire extinguishers, and other safety equipment and shall maintain this equipment in a professional manner as dedicated by legal and industry standards. In addition, contractor shall keep up-to-date records of manufacture, testing and maintenance of all said equipment.

First Aid boxes shall be allocated to each unit or independent sub-unit of the operation, and shall be of a size and composition suitable for the number of persons involved.

Ready access by all persons on site to all fire extinguishing and safety equipment must be maintained at all times. Locations of such equipment must be clearly marked. All persons shall have the basic knowledge of how to operate the equipment, and the procedures to be followed in the event of fire.

Contractor shall provide safe storage for flammable substances in safe locations. The storage area shall be remote from frequently manned areas. Any oil grade with a low flash point (for example petroleum) shall not be used for cleaning purposes.

Contractor shall maintain good housekeeping and remove all unnecessary inflammable and other surplus material from the site or facility. Sufficient waste bins shall be provided on the work site.

HSEQ Requirements & Guidelines

Contractor shall provide safety signs for the project facilities.

13. EARTH MOVING EQUIPMENT

The following minimum standards will apply to all earth moving equipment to be used by contractor during the project.

Seat belts shall be provided on all equipment. Seat belts not to be provided for equipment, which is designated only for stand up operations.

Roll Over protective structure (ROPS) Seat belts need not be provided for equipment, which have roll over protection structure or adequate canopy protection.

Brakes. All earth moving equipment shall have a service braking system capable of stopping and holding the equipment fully loaded.

Horn All bi-directional machines, such as rollers, compactors, front end loaders, bulldozer, excavator and similar equipment, shall be equipped with a horn, distinguishable from the surrounding noise level, which shall be operated as needed when the machine is moving in either direction. The horn shall be maintained in operative condition.

Reverse Alarm. No contractor shall permit earth moving or compacting equipment which has an obstructed view to the rear to be used in reverse gear unless the equipment has in operation a reverse signal alarm distinguishable from the surrounding noise level or an employee signals that it is safe to do. Also rear view panoramic type mirrors is a requirements.

Scissor Points. Scissor points on all front-end loaders, which constitute a hazard to the operator during normal operation, shall be guarded.

Rated Capacity: Cranes shall have rated capacity clearly posted on them so that it is clearly visible to the operator. When the manufacturer provides auxiliary removable counterweights, corresponding alternate rated capacities also shall be clearly shown on the vehicle. These ratings shall not be exceeded.

Driving / Operator License: All drivers and operators of heavy equipment must have valid license, as per the state requirements. Company representative shall hold the authority to reject the operator / driver of any equipment / vehicle who does not possess valid legal authority.

Driving Test: Company retain the authority to conduct a driving test and issue a driving permit, which are fulfilling Company driving policy standards.

Unauthorized personnel & helpers shall not be permitted to ride any equipment.

Preventive Maintenance Program: For the prolong work schedule, where a particular equipment is in operation for a period of more than one week, contractor has to prepare and implement preventive maintenance program.

General Condition: The general condition of all equipment shall be visibly good. Equipment with leaking oil, ruptured boots and seals are not considered fit-for-purpose. The worn up body, fenders, parts, horn are considered flaws which must be repaired and maintained before using at Company sites.

Drip trays: No maintenance shall be carried out without drip trays on the ground to collect any drips and small spillage.

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14. RIGGING / LOAD LIFTING EQUIPMENT

- Cranes/Side booms should be certified for 3rd party and operator should valid license for operating crane. Unauthorized persons and helpers are not allowed to operate crane. Crane operator shall be assisted by competent rigger during loading and offloading.
- All rigging equipment shall be marked with their respective SWL (Safe Working Load).
- All slings should be load tested and color coded (certified OK).
- All wire ropes shall be used under their stated SWL.
- Natural and synthetic fiber ropes should be inspected regularly especially before use.
- Shackle and hooks shall be used under specified SWL.

15. ELECTRICAL / POWER EQUIPMENT

- Electrical and power generation equipment shall be in good condition and safe to operate. Defective equipment shall not be used.
- Contactor will ensure proper inspection of electrical and power equipment on regular basis.
- Electrical hand-held equipment shall be appropriately connected to an external supply with ELCB's.
- Contractor should ensure that all portable equipment is disconnected from the power supply when not in use.
- Contractor should ensure all the Earthing/Grounding requirements before the start of activity
- All flexible cables shall be of industrial grade, in good and safe working condition. Taped joints in cables shall not be permitted and plugs will always be used in power sockets. The cables shall be protected against mechanical damage

16. SCAFFOLDING / SHUTTERING

- Scaffolding should be of good quality all connection tied securely.
- Company will not allow any scaffolding pipe which is painted / bended.
- Scaffolding should only be carried out by scaffolders with adequate experience of such jobs.
- Scaffolding should be inspected by Contractor scaffolding inspector & properly tagged (saying it is approved for usage etc.) before starting the work.
- Wooden shuttering to be used where possible.
- In case of steel shuttering special care shall be taken while transporting, placing and removing them as these are falling hazards and one should take extreme care while

HSEQ Requirements & Guidelines

removing them.

- While installing and removing shuttering proper access to provided and safety harness/belts should be worn all the time where there is potential of fall hazard.
- Green tags to be used for Safe access
- Red Tags to be used during erection of Scaffolding
- OSHA guide lines should be followed for Erecting Scaffoldings structures
- Earthing of scaffolding structure should be done where applicable.

17. EXCAVATION

- Follow the OSHA guidelines for excavation.
- Identify the soil characteristics at the work site, and use this information to provide a safe work place for construction laborers.
- Use prescribed methods of wall retention, piling, and cribbing, sloping, shoring, trench boxing and sheeting to maintain trench and excavation walls.
- For each trenching or excavation situation, employ the proper sloping, shoring and bracing structures and measures designed specifically for the particular situation.
- Trench failures often occur in multiples, starting with a movement of soil material near the bottom of the trench wall. After the failure of the base, the support of the wall will quickly erode and the wall will collapse. The collapsing soil is extremely heavy and can weigh one and a half tons per cubic yard, producing a tremendous crushing force.
- Proper design, construction and placement of support structures will allow employees to work in a safe environment.
- Authority to take prompt corrective measures to eliminate existing and predictable hazards and to stop work when required.
- Surface crossing of trenches should be discouraged
- For Access to and exit from the trench ladders should be used with caution.
- Where necessary, the trench will be de-watered prior to lowering of the pipe and back filling.
- The trench will be excavated using Excavator/ Jack Hammer at site and shall meet the requirements of the specification.
- Deep Excavation that may require shoring if the ground conditions are unstable.
- No persons may have access to trench over 1.5 meters in depth unless batters or shoring are in place.

19. CEMENT AND CONCRETE WORK

The jobsite should be adequately marked to warn people construction activities. Fences, barricades, and warning signs can be used to restrict people access. And the work area should be kept clean and uncluttered to minimize hazards to workers. Remember: safety is the job of everyone onsite.

19.1 Head and Eyes Protection

Construction equipment and tools represent constant potential hazards to busy construction personnel. That's why hard hats are required on construction projects. It is therefore recommended that some sort of head protection, such as a hard hat or safety hat, be worn when working any construction job, large or small.

HSEQ Requirements & Guidelines

Proper eye protection is essential when working with cement or concrete. Eyes are particularly vulnerable to blowing dust, splattering concrete, and other foreign objects. On some jobs it may be advisable to wear full-cover goggles or safety glasses with side shields. Remember that sight is precious. Protect the head and eyes by using proper safety equipment and remaining alert.

While using cement mixer for concreting area under the boom shall be barricaded and concrete man should wear rubber shoes and face shield while concreting using concrete coil

19.2 Back Protection

All materials used to make concrete-portland cement, coarse aggregate, sand, and water-can be quite heavy even in small quantities. When lifting heavy materials, your back should be straight, legs bent, and the weight between your legs as close to the body as possible. Do not twist at the waist while lifting or carrying these items Rather than straining your back with a heavy load, get help. Remember to use your head, not your back.

Let mechanical equipment work to your advantage by placing concrete as close as possible to its final position. After the concrete is deposited in the desired area by chute, pump, or wheelbarrow, it should be pushed-not lifted-into final position with a shovel. A short-handled, square-end shovel is an effective tool for spreading concrete, but special concrete rakes or come-along also can be used. Excessive horizontal movement of the concrete not only requires extra effort, but may also lead to segregation of the concrete ingredients. Pull the concrete mixer with help tractor/vehicle and manual shifting in no allowed.

Avoid actions that cause dust to become airborne. Local or general ventilation can control exposures below applicable exposure limits; respirators may be used in poorly ventilated areas, where exposure limits are exceeded, or when dust causes discomfort or irritation. Avoid prolonged exposure to dust.

20. WELDING WORK

20.1 Electrical Arc Welding

- Welding procedure shall be developed by contractor.
- Both alternating and direct current welding are acceptable.
- Welding protection screens and mandatory PPE shall be used.
- Fire protection and firefighting equipment shall be available in close proximity of welding work.
- Electrode holders with a completely insulated head shall always be used, and un-insulated cable plugs shall not be permitted.
- All cables shall be in good condition without mechanical damage. Joints are not permitted. All cables shall be kept out of water and coiled when not in use.
- All welding machines should comply with HSEQ electrical requirements i.e. ELCBS should be installed on each welding rectifier.
- Desiccator shall be provided and electrical tested to remove moisture from the electrode to Prevent eye irritations.

HSEQ Requirements & Guidelines

20.2 Gas Welding / Cuttings

- Necessary PPE shall be used.
- Fire protection / fire blanket and firefighting equipment shall be available in close proximity of welding work.
- All flash back arrestor and check valve shall be installed between the cylinder and fuel-Gas hose immediately after the pressure regulator and also on the oxygen line. All flash back arrestor should be certified.
- Hoses shall be inspected frequently for leaks, wear and loose connections. Leak shall be Repaired immediately by cutting out the defective part of the hose and inserting a tube with two hose clamps. Taping of worn hoses is not permitted.

21. RADIOGRAPHIC TREATMENT

21.1 Safety Precautions

- Adequate precautions shall be taken to protect testing personnel and any other persons in the vicinity, when radiography equipment is being used. Statutory regulations enforced by Pakistan Atomic Energy Commission shall be observed
- Personnel who perform radiographic testing shall have recognized qualification, such as SNT-TC-IA Level I/II or PAEC Level I/II
- The following areas shall be classified as restricted areas
- Storage place of radioactive materials to be allocated
- Any area where radiation exists at levels such that the body could receive a dose in excess of 300 micro-sievert per hour (30 Millirems per hour) per week

The following shall be considered as off limit;

- Any area where radiation exists such that the body could receive a dose excess of 500 micro sievert per hour (50 millirems per hour)
- Area with in min.15 meters from the source of radiation (operating x-ray or radioactive source)
- Unauthorized persons shall not be allowed to enter the restricted area and off-limit areas.
- During examination proper shielding should be used to prevent escape of radiation into the environment.
- To prevent the entry of unauthorized persons, the following shall be provided for the restricted and off limit areas/ places.
- Warning signs, labels and posters showing the existing radiation hazards and that no entry allowed.
- Barricade or rope off with radiation signs and flashing/ Beacon lights.

21.2 Testing Timings

- Radiographic activities should be carried out at lunch times or during night so that no persons shall be present in the safe working area.

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21.3 Storage

- Radioactive materials shall be stored separately from other materials or equipment. The storage facility of radioactive material container shall be so constructed as to be free from the hazards of flood, fire, cavein and other adverse conditions. The storage shall be lockable and shall be fenced with a lockable gate.
- Radiography supervisor shall measure and record the dose of radiation every day at the boundary of restricted area where the radioactive materials are stored ,the dose shall not exceed 300 microsievvert(30 millions per week)
- Radioactive wastes shall not be disposed off in the open environment and in water.

21.4 Transportation

- Radioactive materials shall be transported by two or more men under the direct supervision of a radiography supervisor.
- Sign showing that radioactive material is being transported shall be displayed.

22. HOLIDAY TESTING AND LOWERING

- Contractor shall utilize proper SPY holiday detector for checking the pipe coating and the weld joint coating. The Side booms/Crane will pick up the pipe strings and lower in the pipe into the trench utilizing the CRC Evans Lowering in cradles. While the pipe is on the ground and being held by the side-boom the holiday checking will take place and by walking the apparatus (detector) alongside the pipe string by the holiday check crew. Any repairs located will be carried out prior to pipe being lowered. At the same time the side-booms will lower the pipe in to the trench.
- Height of the pipe and spacing of the machine will be monitored continuously to prevent pipe slack rolling and buckling.
- During the above activity no person shall approach under the pipe and inside the trench.

23. ROAD CANAL AND SURFACE OBSTACLE CROSSING (thrust Boring)

- Lifting and rigging Standards shall be followed for lowering thrust bore into the deep excavation.
- All the excavations for thrust boring shall be hard barricaded and signage shall be installed.
- Inspected sling / shackles shall be used for lowering of pipes into the angur boring machine.
- Excavator shall maintain safe working distance from the live pipe line and layout plan shall be considered prior to start the activity.

24. TRENCH BACKFILLING

- Contractor shall utilize the excavated spoil for the Trench Backfilling.
- Area shall be barricaded.
- Equipment used for backfilling shall be checked.
- Trench shall be backfilled as soon as work is complete to avoid personnel's/ community children's to fall into the trench

25. HYDRO TESTING DEWATERING AND DRAWING

- Ensure that all workers have been informed when the Hydro testing will be conducted properly lit and barricaded by a barrier.
- It is advised that the testing to be conducted at night or break time hours to minimized the SIMOPS or personnel interface
- Ensure sufficient man power will be designated as watchman to ensure nobody will enter the Hydro testing zone

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- Ensure that the Relief valve was install
- Ensure that all workers have been informed when the water releasing will be conducted properly lit and barricaded by a barrier

27. HAZARDOUS CHEMICALS

All chemicals or other dangerous substances to be used in the contract are required to be suitably packaged which will include clear identification of the substance concerned and prominent hazard warning signs. Each delivery shall contain the appropriate Materials Safety Data Sheets (MSDS) which shall also be attached to all invoices or other documentation. This is to ensure appropriate recording and dissemination to all concerned. The information contained in the Materials Safety Data Sheets (MSDS) must include at least:

- a. Chemical identification and data.
- b. Fire and explosion (Flash point temperature, flammable limit range, auto ignition temperature).
- c. Health aspects (nature of hazards, TLV-STEL, TLV-TWA).
- d. Emergency procedures (firefighting agent, spillage, personnel exposure, and first- aid).
- e. Environmental (emissions to atmosphere, spillage, neutralizer procedure).
- f. Transportation procedure.
- g. Personnel protective equipment to be worn.
- h. Storage requirements.

28. HOUSEKEEPING

Contractor shall ensure that good housekeeping is maintained in camp / worksite continuously throughout the duration of the Work with due regard being paid to tidiness and disposal of scrap material, access ways and emergency exits being kept clear. In particular, all unnecessary inflammable and other surplus material shall be removed daily from the site or facility. Sufficient waste bins shall be provided on the Work site.

29. COMMUNICATION SYSTEM

Contractor shall ensure that its crew / personnel have adequate means of communication to enable them to contact Base Camp/Radio Room and/or other agencies in the region for help in case of emergency situation, such as telephones, radios, etc.

30. ENVIRONMENT AL GUIDELINES

Contractor shall pay consideration to the environment by acting to preserve air, fuel, and animal and plant life from the contrary effects of the travelling activities and to minimize any nuisance, which may arise from the transportation.

The following guidelines shall be applied for the environmental protection:

- Contractor shall avoid any damage to the environment
- Contractor shall report any fuel / oil spillage to the Company and carry out remediation /

HSEQ Requirements & Guidelines

reclamation of the contaminated soil while working for the Company (Construction, Operation and restoration).

- Contractor, in conducting the work, shall best endeavor to prevent or limit pollution within the levels permitted by applicable laws.
- Contractor should ensure measure for resources conservation wastage of energy, fuel, Diesel, paper etc.
- The Contractor will be responsible for maintaining good housekeeping including the control and disposal of domestic and general waste, hazardous materials and all other effluents and emissions in accordance with the Company requirements.
- Contractor shall follow existing roads & tracks and will not develop any new track or passage.
- Contactor shall be responsible for all compensations incase of damage and / or contamination to local community assets caused by contractor operations.

31. COMMUNITY GUIDELINES

Contractors all personnel working with the Company should respect local cultures and traditions while traveling through different locations / towns / villages etc.

Their operations should avoid causing any damage to the local environment, water-ways (flowing or dry), foot-paths, roads, animal life, standing crops / trees etc. If any accidental or incidental damage is caused then such damage shall be immediately repaired and any disturbance should be amicably and reasonably compensated, with the approval of and in consultation with Company.

32. HSEQ REPORTING

- Contractor shall report all accidents and incidents immediately to the Company and implement corrective measures that arise from the accident investigation.

33. EMERGENCY RESPONSE AND MEDICAL EVACUATION

- Contractor shall submit an emergency response plan to the Company for review and approval including ways of communications.

34. INFORM ATION / DOCCUMENTS REQUIREMENTS

a) Standard Documents

- Details Contractor's dedicated personnel who will hold sufficient authority to manage the entire Contract and to organize the work.
- Type of equipment / vehicles to be used by contractor for this Service and their fitness certificate if already available.
- Contractor's journey / travel management plan.
- Contractor HSEQ Plan
- Contractor's Emergency Response Plan
- Risk Assessment
- Any other additional information the Contractor deems useful in this respect.

b) Requirements on Contract Award

- Adequate experience / trainings evidences of staff.
- Contractor's equipment / vehicles Fitness certificate from contractor experienced mechanic.
- Emergency Response Plan.
- Risk Assessment

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c) Requirements during Execution of Work

- Contractor will be expected to implement all agreed HSEQ requirement provided by the Company.
- Contractor's will follow all Company's procedures (related to their nature of job) and field instructions issued by time to time.
- All accident / incident reports (if occurred during contractor's operation)
- Monthly HSEQ performance reports on format provided by Company.

HSEQ Requirements & Guidelines

Appendix 1: Summary HSEQ Register of Legal & Other Requirements

Instrument	Promulgation Date	Enforcing Authority	Scope and Applicability
Pakistan Environmental Protection Act, 1997 (Act XXXIV of 1997)*	Dec. 1997	Ministry of Environment, GoP Pakistan Environmental Protection Council (PEPC) Federal and Provincial EPA	An umbrella and basic environmental law which provide for establishment of: <ul style="list-style-type: none"> ▪ High powered PEPC headed by the Chief Executive of Pakistan ▪ Federal and provincial EPAs ▪ Environmental quality standards ▪ Environmental Tribunals to deal with cases of violation <p>This law applies uniformly to both public and private sector organizations and provides for penalties for non compliance or violations and has the overriding effect to other legislation.</p>
National Environmental Quality Standards (NEQS)	Aug. 2000.	Federal EPA Provincial EPAs	Applies to all wastewater streams discharging into inland waters, sewage treatment system and sea. Applies to all gaseous emissions (at stack). Applies to vehicular emissions and noise NEQS provides max allowable limits to discharges.
NEQS (Self Monitoring and Reporting by Industry) Rules, 2001	April 2001	Pakistan EPA Provincial EPAs	The rules group industries in 3 categories. E&P (production) lies in Cat-1 and E&P (exploration) in Cat-2. Cat-1 industries will report their air and water emissions on monthly, where as Cat -2 on quarterly basis to EPA. These rules require to monitor and report on selected parameters in air and water (production facilities) on monthly basis and (exploration operations) on quarterly basis Industries have to subscribe a software (Self Monitoring and Reporting Tool "SMART") to report environmental performance.
Pakistan EPA Review of Initial Environmental Examination (IEE) and Environmental Impact Assessment (EIA) Regulations, 2000	June 2000	Pakistan EPA Provincial EPAs	These regulations categorize projects requiring EIA or IEE. OGDCL falls in the category requiring only IEE before initiating a new project. Regulations authorize EPA officials to inspect projects at any time.
Industrial Pollution Charge (Calculation and Collection) Rules 2001	July 2001	Pakistan EPA Provincial EPAs	Provides a framework for calculating, reporting and payment of pollution charge exceeding NEQS parameters. Rate of Pollution Charge increases for non compliance.

HSEQ Requirements & Guidelines

...Table 1, Continued

Instrument	Promulgation Date	Enforcing Authority	Scope and Applicability
Environmental Samples Rules 2001	March 2001	Pakistan EPA Provincial EPAs	Regulates procedure for collecting, packing and dispatching for environmental test of sample from industrial units. Authorized personnel may enter any place, inspect and examine any machinery.
Environmental Laboratories Certification Regulations, 2000	May 2000	Pakistan EPA Provincial EPAs	Provides criteria and application / renewal process for the certification of environmental laboratories
NWFP Wildlife (Protection, Preservation, conservation and Management) Act 1975	1975	NWFP Wildlife Department (SWD)	This is a provincial piece of legislation which provide framework for the preservation, conservation and management of wildlife in NWFP.
Guidelines for Operational Safety, Health and Environmental Management (Petroleum Explorations and Production Sector)	Dec 1996	Director General Petroleum Concessions (DGPC)	<p>These Guidelines [issued by the industry Regulator (DGPC)] have been prepared on the basis of various pieces of legislations relating to operational health, safety and environmental management in E&P companies' operations.</p> <p>These Guidelines cover:</p> <ul style="list-style-type: none"> ▪ Safety and Training Programs ▪ Emergency Response ▪ Accident reporting and mitigation follow up ▪ Operational procedures and Training ▪ Hazardous Material Storage and Handling ▪ Guidelines for environmental management ▪ Emission from Flaring, venting and their monitoring programs ▪ Spill prevention, containment and clean up (SPCC) plans ▪ Waste Management
Oil and Gas (Safety in Drilling and Production) Regulations, 1974	Jan. 1976.	Chief Inspector of Mines.	<p>These Regulations have been promulgated by the Federal Govt. pursuant to Chapter V II (Section 29) of the Mines Act 1923. This provides elaborative guidelines, primarily, for safety in drilling and production operations. Among others, these regulations cover:</p> <ul style="list-style-type: none"> ▪ Management & Supervision of fields ▪ Blowouts prevention ▪ Pipe storage & racking ▪ Air or Gas drilling ▪ Dimension of flare stack ▪ Sour gas flaring ▪ Emergency Responses Plan (ERP) duly approved by CIM

HSEQ Requirements & Guidelines

...Table 1, Continued

Instrument	Promulgation Date	Enforcing Authority	Scope and Applicability
The Mines Act 1923		Chief Inspector of Mines.	<ul style="list-style-type: none"> ▪ Suitable BA sets be available atfield locations ▪ Flare pits / stacks how to be located ▪ Remote means of flare ignition or re-ignition ▪ Flare stack shall be at least 9 m high from surrounding topography. ▪ A full chapter on fire fighting (Chapter 27) etc. <p>Medical appliances: Accidents reporting Work / rest cycles / Hours of work Extra wages for over time:</p> <ul style="list-style-type: none"> ▪ Child Labor ▪ Register of employees
Explosive Act 1884		Explosive Department	<ul style="list-style-type: none"> • Explosive transportation • Handling and use
The Forest Act 1927		Forest Department (Federal)	<ul style="list-style-type: none"> • Forest preservation, conservation and management • Consolidate the law relating to forests, the transit of forest produce and the duty leviable on timber and other forest-produce
NWFP Forest Ordinance 2002		Forest Department (NWFP)	<ul style="list-style-type: none"> • This is a provincial piece of legislation which provide framework for the preservation, conservation and management of Forests in NWFP



PIPELINE ALIGNMENT DRAWINGS

Chak 63#2 Pipeline Route

Legend
Well

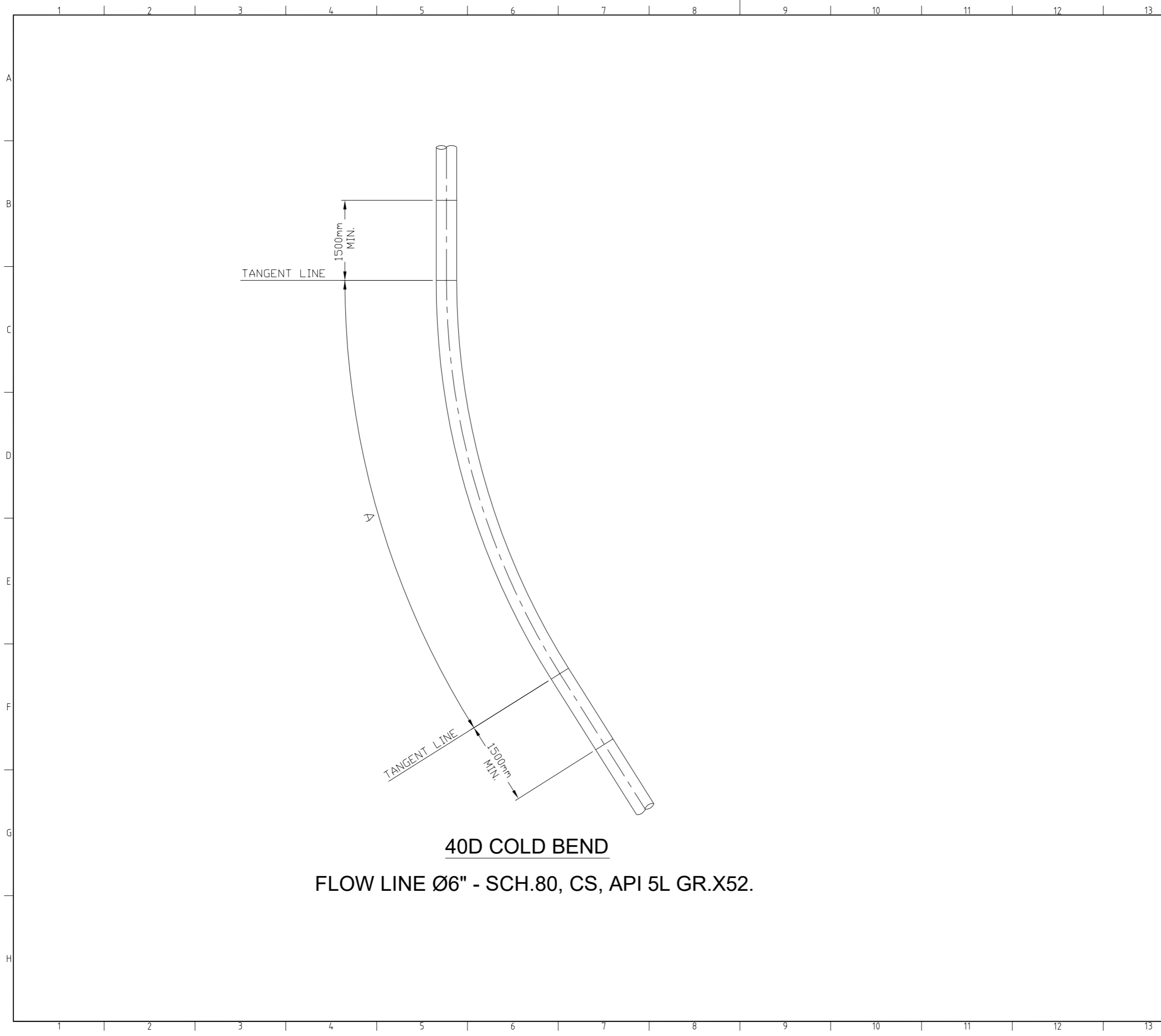
Well chak 63-2

Well Chak 63-4 Tie-In point





DETAIL DRAWING



40D COLD BEND
FLOW LINE Ø6" - SCH.80, CS, API 5L GR.X52.

NOTES

1. ALL DIMENSIONS ARE IN MM UNLESS OTHERWISE STATED.
2. ALL COLD-SET BENDS SHALL BE TESTED BY THE CONTRACTOR AND WITNESS BY THE COMPANY, WITH A CALLIPER OF 97.5% OF THE NOMINAL INTERNAL DIAMETER PRIOR TO INSTALLATION.
3. ALL DIMENSIONS, ELEVATIONS AND ORIENTATIONS TO BE VERIFIED BY THE CONTRACTOR BEFORE UNDERTAKING ANY KIND OF FABRICATION, CONSTRUCTION AND INSTALLATION WORK AT SITE.

REFERENCE DRAWINGS

S.NO	DESCRIPTION	DWG. NO	REMARKS
1	FLOWLINE ALIGNMENT DRAWING	0804536-PA-001 TO 016	-

REV.	DATE	DESCRIPTION OF REVISION	PREP'D:	CHECK	APPR.
1	20-10-2022	ISSUED FOR REVIEW	AHK	SAR	
0	19-10-2022	INTERDISCIPLINARY CHECK	AHK	SAR	

PC PETROCHEMICAL ENGINEERING CONSULTANTS
 C-2, BLOCK NO. 17, GULSHAN-E-IGBAL, NEAR NATIONAL STADIUM, KARACHI-75300, PAKISTAN.
 TEL: +92 (21) 34827780, 34961088, FAX: +92 21 34961089, E-Mail: contact@pec.com.pk web site: www.pec.com.pk

CLIENT :  **OIL & GAS DEVELOPMENT OF PAKISTAN**

PROJECT :

TITLE : **6" PIPELINE COLD BEND**

JOB NO	DRAWING NO	SHEET NO	SCALE	SHEET SIZE	REV
0804536	0804536-DT-001	1 OF 1	-	A3	1

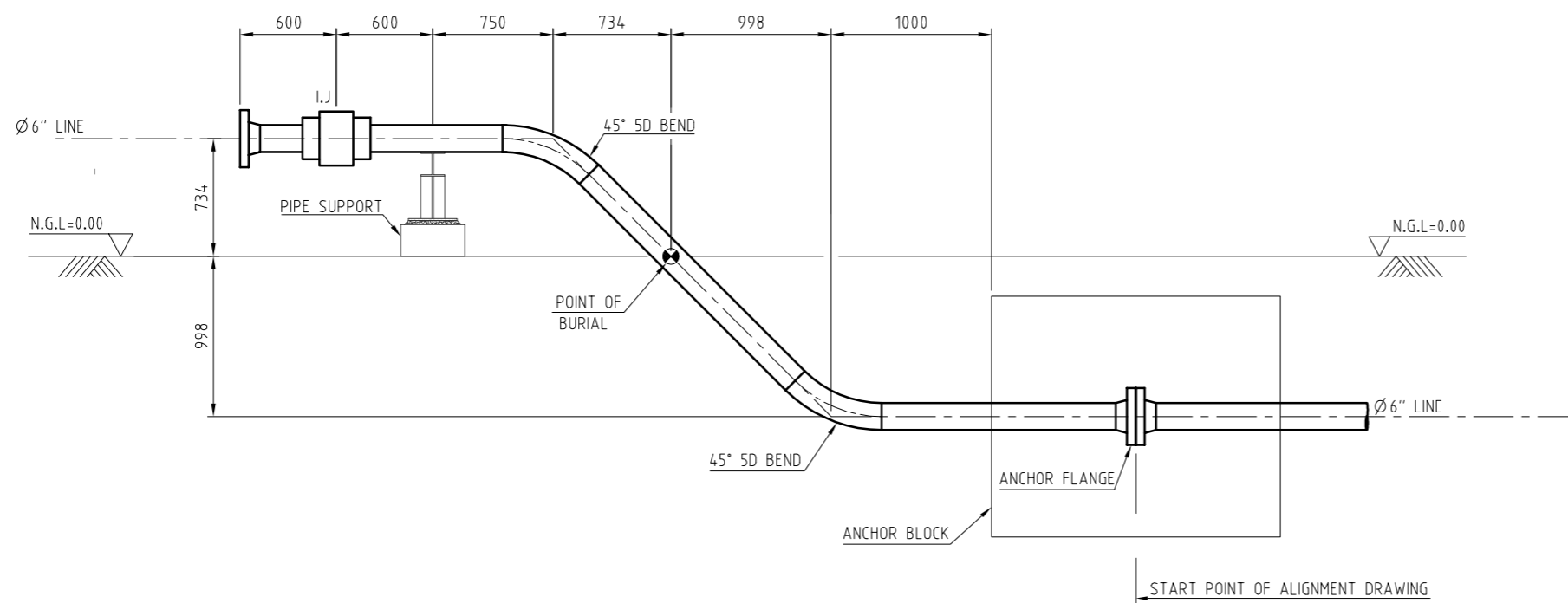
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NOTES

1. ALL DIMENSIONS ARE IN MM UNLESS OTHERWISE STATED.
2. ALL DIMENSIONS, ELEVATIONS AND ORIENTATIONS TO BE VERIFIED BY THE CONTRACTOR BEFORE UNDERTAKING ANY KIND OF FABRICATION, CONSTRUCTION AND INSTALLATION WORK AT SITE.
3. TWO NOS. 45°, 5D COLD BEND ARE USED AT EACH RISER.

REFERENCE DRAWINGS

S.NO	DESCRIPTION	DWG. NO	REMARKS
1	FLOWLINE ALIGNMENT DRAWING	0804536-PA-001	-



REV.	DATE	DESCRIPTION OF REVISION	PREP'D.	CHECK	APPR.
1	20-10-2022	ISSUED FOR REVIEW	NU	SAR	
0	19-10-2022	INTERDISCIPLINARY CHECK	NU	SAR	

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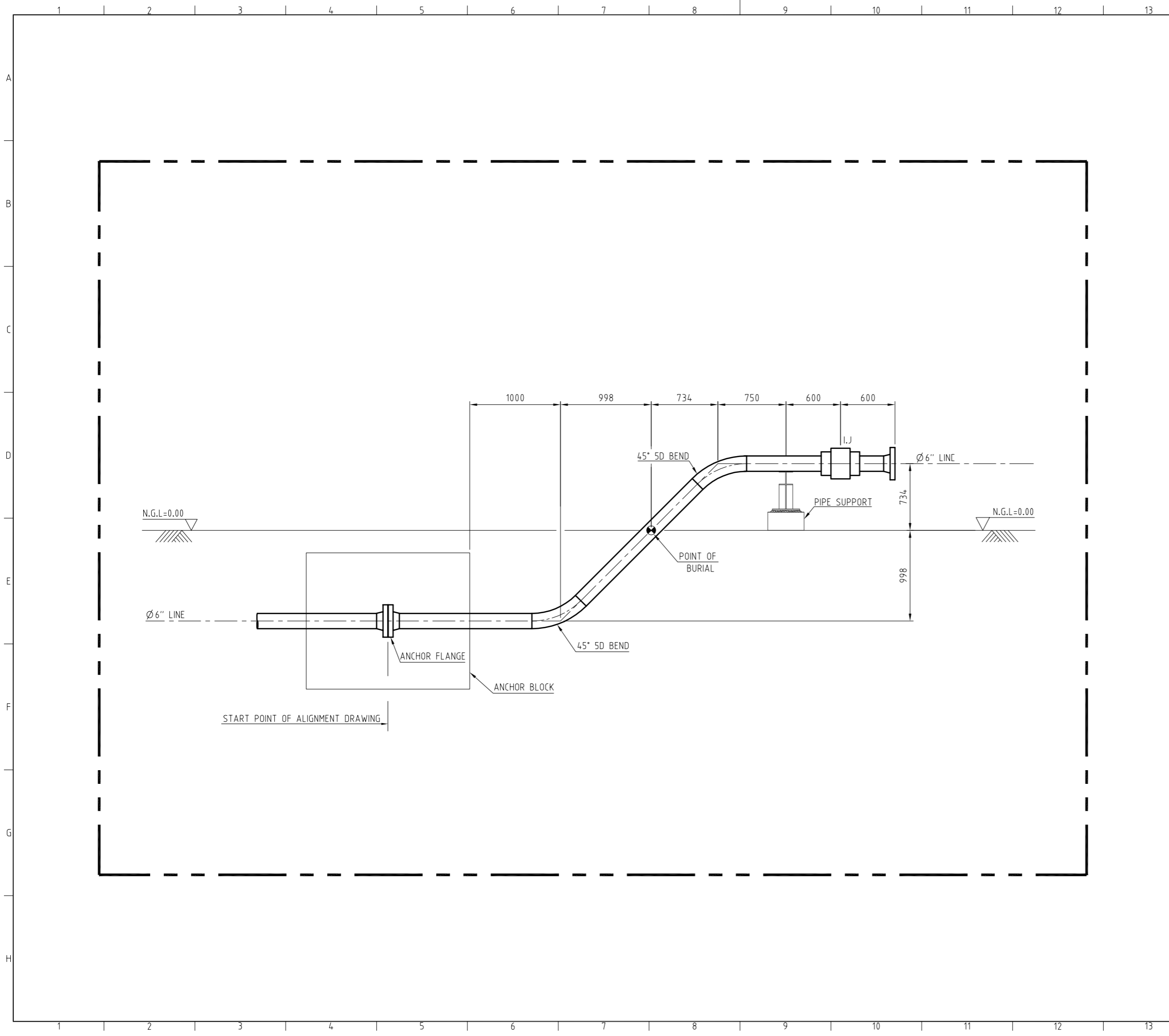
CLIENT :  **OIL & GAS DEVELOPMENT OF PAKISTAN**

PROJECT :

TITLE : **Ø6" FLOWLINE RISER AT WELLHEAD**

JOB NO	DRAWING NO	SHEET NO	SCALE	SHEET SIZE	REV
0804536	0804536-DT-002	1 OF 1	1:40	A3	1

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2. ALL DIMENSIONS, ELEVATIONS AND ORIENTATIONS TO BE VERIFIED BY THE CONTRACTOR BEFORE UNDERTAKING ANY KIND OF FABRICATION, CONSTRUCTION AND INSTALLATION WORK AT SITE.
3. TWO NOS. 45°, 5D COLD BEND ARE USED AT EACH RISER.

REFERENCE DRAWINGS

S.NO	DESCRIPTION	DWG. NO	REMARKS
1	FLOWLINE ALIGNMENT DRAWING	0804536-PA-008	-

REV.	DATE	DESCRIPTION OF REVISION	PREP'D.	CHECK	APPR.
1	20-10-2022	ISSUED FOR REVIEW	AHK	SAR	
0	19-10-2022	INTERDISCIPLINARY CHECK	AHK	SAR	

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CLIENT :  **OIL & GAS DEVELOPMENT OF PAKISTAN**

PROJECT :

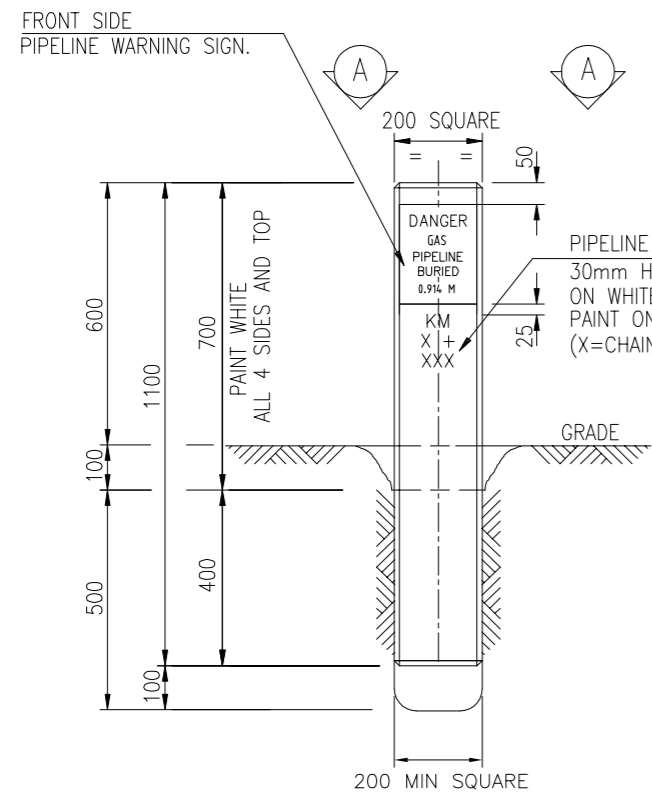
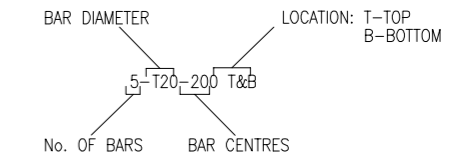
TITLE : **Ø6" FLOWLINE RISER**

JOB NO	DRAWING NO	SHEET NO	SCALE	SHEET SIZE	REV
0804536	0804536-DT-003	1 OF 1	1:40	A3	1

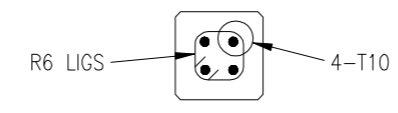
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NOTES

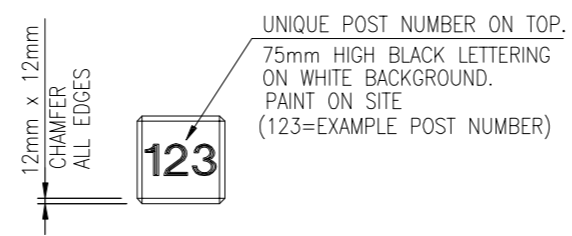
1. UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS ARE IN MILLIMETERS.
2. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH PROJECT SPECIFICATION.
3. ALL CONCRETE SHALL BE GRADE C35 MINIMUM.
4. MINIMUM REINFORCEMENT COVER FOR CONCRETE IS 45mm.
5. PIPELINE MARKERS SHALL BE INSTALLED IN LOCATIONS AS DETERMINED BY THE CONTRACTOR.
6. EXACT LOCATION OF PIPELINE MARKERS SHALL BE DETERMINED ON SITE.
7. PIPELINE MARKERS SHALL BE INSTALLED AT EVERY 500.0m. IN POPULATED AND INDUSTRIAL AREAS, PIPELINE MARKERS SHALL BE INSTALLED EVERY 250.0m.
8. CONCRETE PIPELINE MARKERS SHALL BE INSTALLED DIRECTLY ABOVE THE PIPELINE AT ALL TRACK, WATERCOURSE AND SERVICE CROSSINGS.
9. AT ALL LOCATIONS OTHER THAN IN NOTE - 8, PIPELINE MARKERS SHALL BE PLACED 500mm TO THE LEFT OF THE PIPELINE WHEN LOOKING IN THE DIRECTION OF THE FLOW.
10. LETTERING INTERCHARACTER SPACING SHALL BE 0.75 TO 1.0 X LETTER HEIGHT UNLESS NOTED OTHERWISE.
11. PAINT TYPE TO BE APPROVED BY COMPANY PRIOR TO USE. PAINT SHALL BE UV RESISTANT AND SUITABLE FOR UNPROTECTED OUTDOOR LOCATIONS.
12. PIPELINE MARKERS SHALL BE INSTALLED AT INTERVAL OF 500M, UPSTREAM AND DOWNSTREAM OF EACH CROSSING AND AT TURNING POINT.
13. POST WEIGHT (EXCL FOOTING) APPROX 110kg EACH.
14. REINFORCEMENT NOTATION.



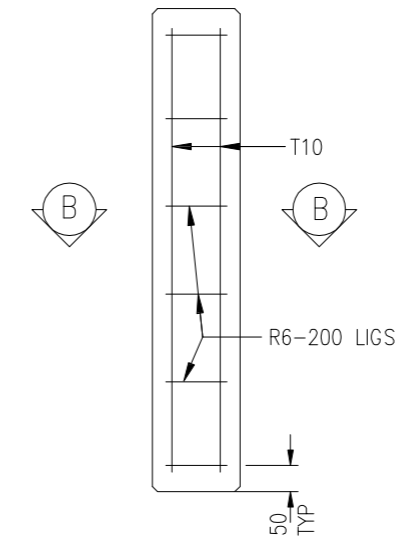
ELEVATION - FRONT SIDE
MARKER POST
 LOOKING IN DIRECTION OF PIPELINE FLOW



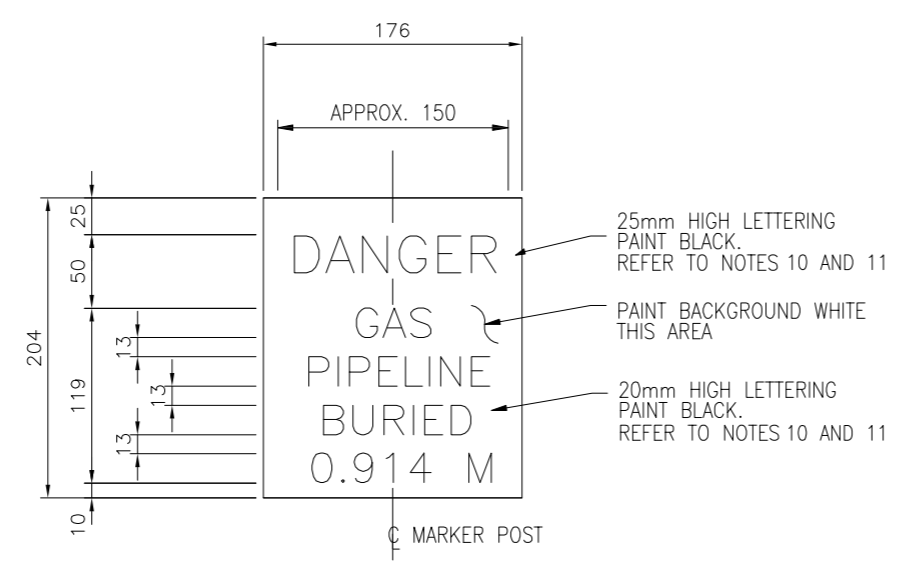
SECTION B-B



SECTION A-A



REINFORCEMENT MARKER POST



TYPICAL GAS PIPELINE SIGN

1	20-10-2022	ISSUED FOR REVIEW	AHK	SAR	
0	19-10-2022	INTERDISCIPLINARY CHECKS	AHK	SAR	
REV.	DATE	DESCRIPTION OF REVISION	PREP'D:	CHECK	APPR.

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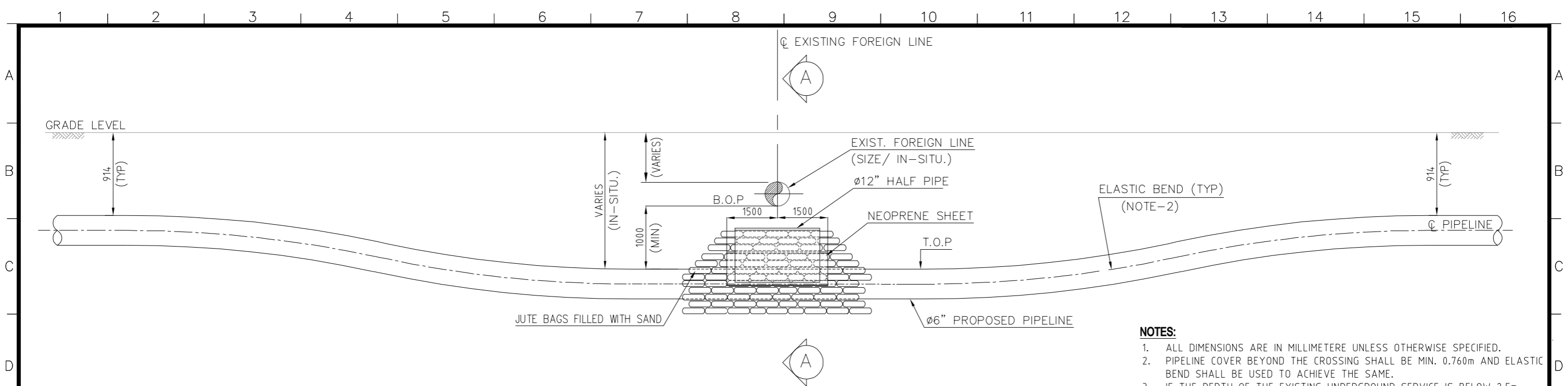
CLIENT : **OIL & GAS DEVELOPMENT OF PAKISTAN**

PROJECT :

TITLE : **TYPICAL DETAIL KM POSTS & SIGNAL INSTALLATION**

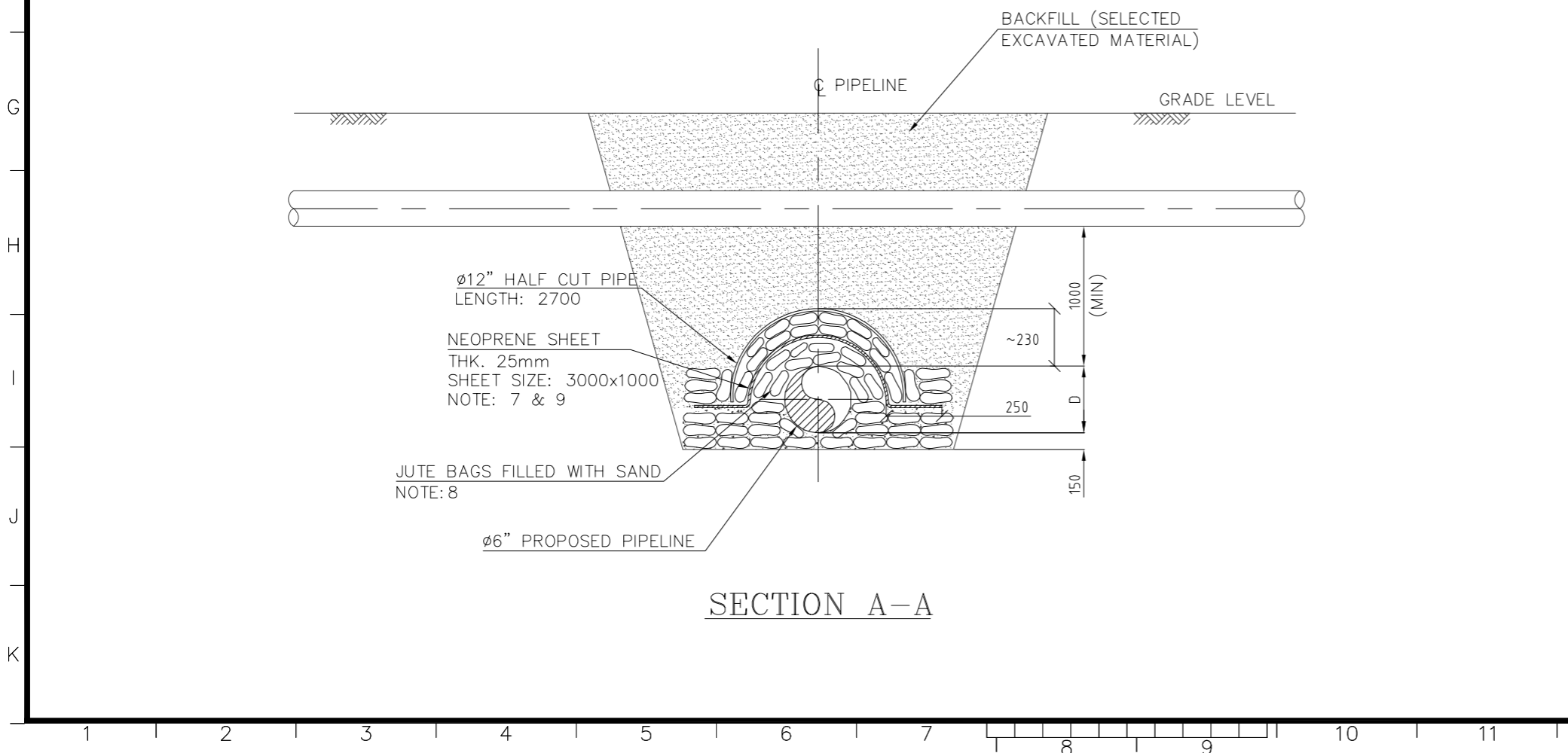
JOB NO	DRAWING NO	SHEET NO	SCALE	SHEET SIZE	REV
0804536	0804536-DT-004	1 OF 1	1:40	A3	1

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**LONGITUDINAL SECTION
CROSSING OF FOREIGN LINES**

- NOTES:**
1. ALL DIMENSIONS ARE IN MILLIMETERE UNLESS OTHERWISE SPECIFIED.
 2. PIPELINE COVER BEYOND THE CROSSING SHALL BE MIN. 0.760m AND ELASTIC BEND SHALL BE USED TO ACHIEVE THE SAME.
 3. IF THE DEPTH OF THE EXISTING UNDERGROUND SERVICE IS BELOW 2.5m, THEN THE PROPOSED PIPELINE MAY BE TAKEN OVER THE TOP OF THE EXISTING SERVICE.
 4. THE OWNER OF THE EXISTING LINE SHALL BE NOTIFIED IN SUFFICIENT TIME, TO WITNESS EXCAVATION AND INSTALLATION.
 5. PRIOR TO EXCAVATION, THE EXISTING LINE SHALL BE EXACTLY LOCATED AND EXPOSED BY HAND TOOLS.
 6. TEMPORARY SUPPORTS SHALL BE PROVIDED FOR EXISTING PIPELINE DURING CONSTRUCTION TO ENSURE THAT PIPELINE ALWAYS REMAINS ADEQUATELY SUPPORTED, SUPPORTING ARRANGEMENT SHALL BE AGREED WITH THE OWNER OF EXISTING PIPELINE.
 7. NEOPRENE SHEETS SHOULD BE PLACE BETWEEN PIPELINES. BOND BOX TO BE PROVIDE INCASE OF FOREIGN PIPELINE IS CP PROTECTED.
 8. JUTE BAGS SHOULD BE FILLED WITH FINE SAND (NO 40 TO NO 200 SIEVE)
 9. NEOPRENE SHEET SHOULD BE AS PER MANUFACTURED TO BS2752 STANDARD.



SECTION A-A

REV.	DATE	DESCRIPTION OF REVISION	PREP'D:	CHECK	APPR.
1	20-10-2022	ISSUED FOR REVIEW	AHK	SAR	
0	19-10-2022	INTERDISCIPLINARY CHECK	AHK	SAR	

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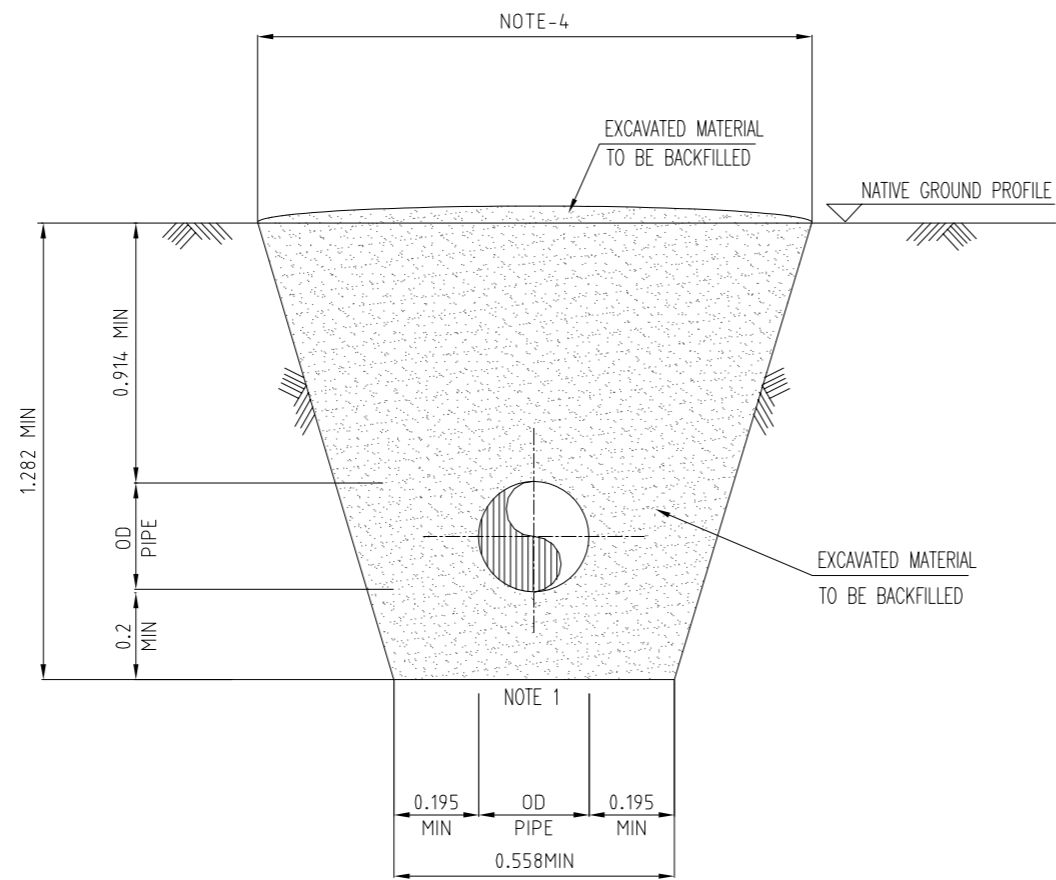
CLIENT :  **OIL & GAS DEVELOPMENT OF PAKISTAN**

PROJECT :

TITLE : **TYPICAL PIPELINE CROSSING
BELOW EXISTING UNDERGROUND PIPELINE**

JOB NO	DRAWING NO	SHEET NO	SCALE	SHEET SIZE	REV
0804xxx	0804xxx-DT-006	1 OF 1	-	A3	1

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STANDARD DETAIL 6" PIPELINE

NOTES,

1. BOTTOM OF DITCH SHALL BE UNIFORMLY GRADED & FREE FROM LOOSE ROCKS OR COBBLES/GRAVELS OR OTHER OBJECTS THAT MAY DAMAGE THE PIPE COATING & THE PIPE ITSELF.
2. THE TRENCH SLOPE VALUE IS TYPICALLY SHOWN THE ACTUAL TRENCH SLOPE VALUE WILL BE DETERMINED FROM LOCAL SITE CONDITIONS & BE ADEQUATE TO MAINTAIN TRENCH WALL STABILITY.
3. ALL DIMENSIONS ARE IN METERS.
4. ANGLE OF TRENCH MAY VARY AS PER SOIL CONDITION.

REV.	DATE	DESCRIPTION OF REVISION	PREP'D.	CHECK	APPR.
1	20-10-2022	ISSUED FOR REVIEW	AHK	SAR	
0	19-10-2022	INTERDISCIPLINARY CHECK	AHK	SAR	

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CLIENT :  **OIL & GAS DEVELOPMENT OF PAKISTAN**

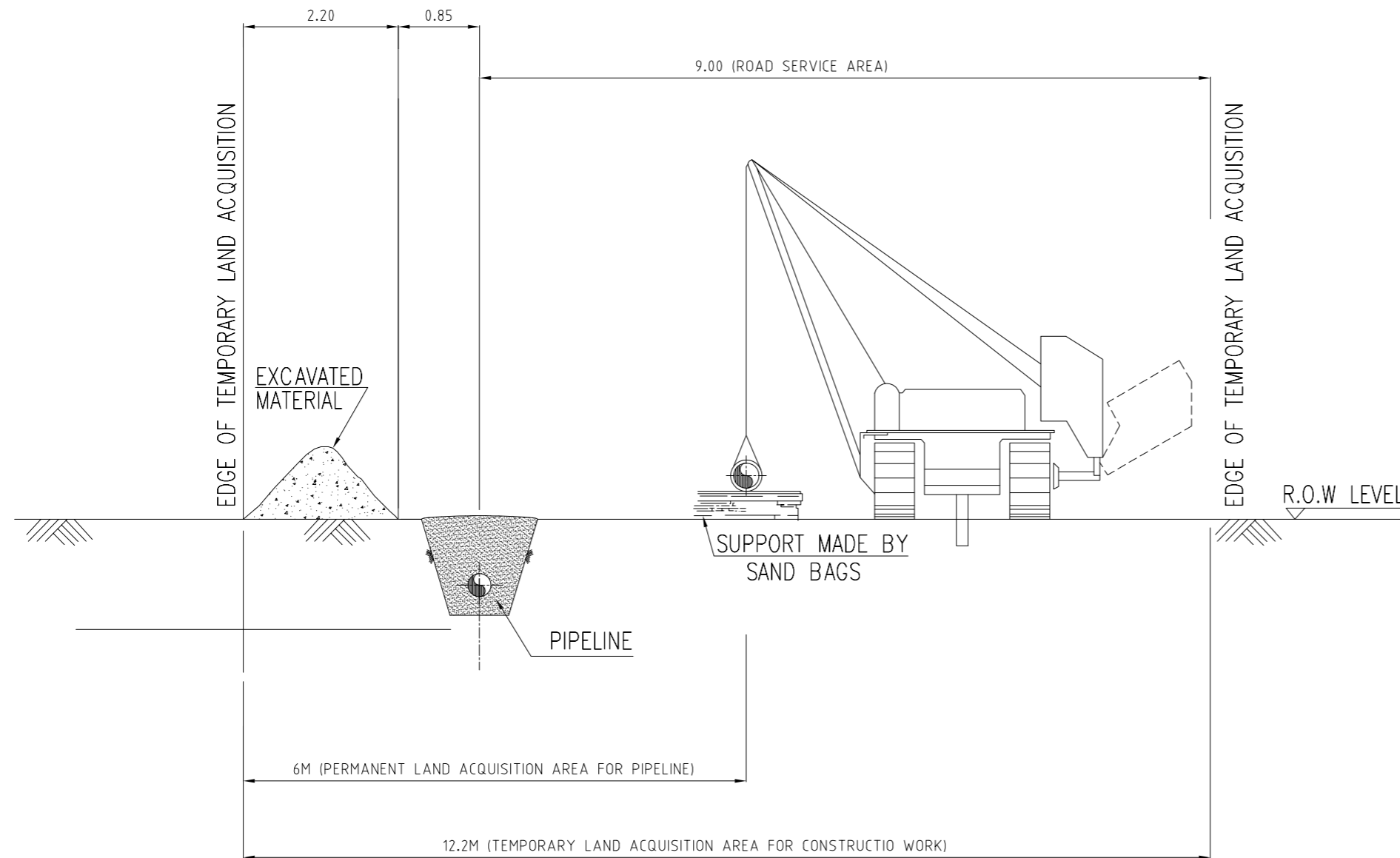
PROJECT :

TITLE : **TYPICAL DITCH DIMENSION**

JOB NO	DRAWING NO	SHEET NO	SCALE	SHEET SIZE	REV
0804536	0804536-DT-007	1 OF 1	-	A3	1

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STANDARD R.O.W FOR 6" PIPELINE



NOTES,

1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE STATED.

REV.	DATE	DESCRIPTION OF REVISION	PREP'D.	CHECK	APPR.
1	20-10-2022	ISSUED FOR REVIEW	AHK	SAR	
0	19-10-2022	INTERDISCIPLINARY CHECK	AHK	SAR	

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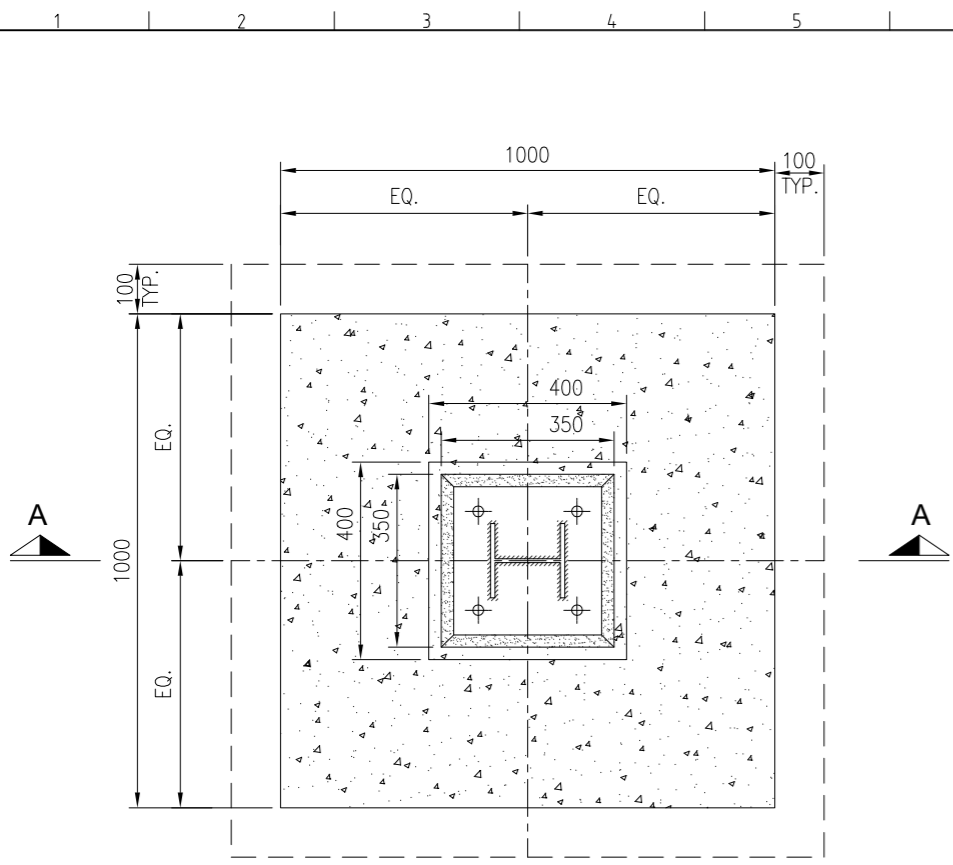
CLIENT :  **OIL & GAS DEVELOPMENT OF PAKISTAN**

PROJECT :

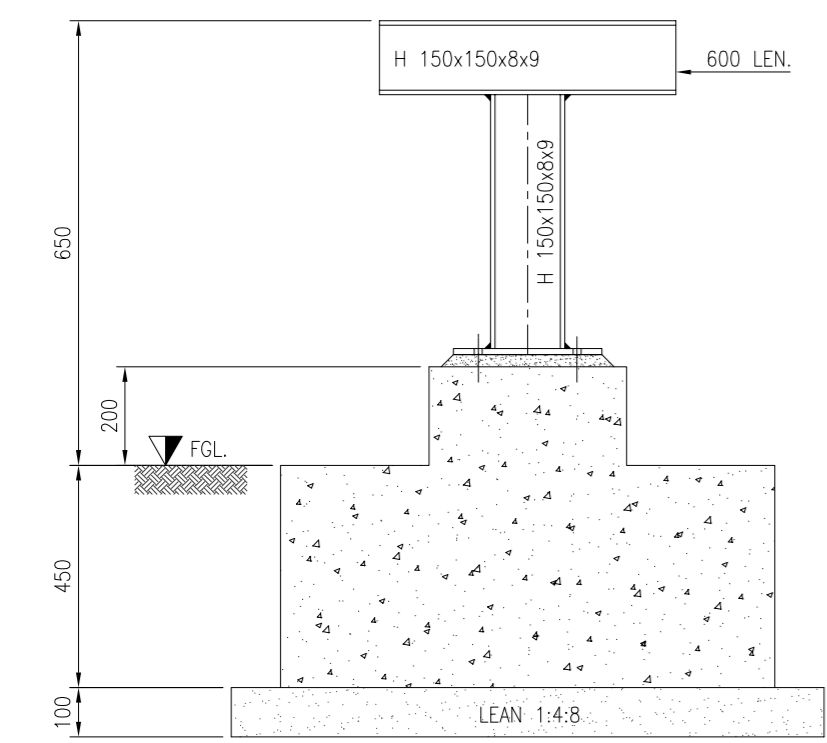
TITLE : **R.O.W DIMENSIONS FOR PIPELINE**

JOB NO	DRAWING NO	SHEET NO	SCALE	SHEET SIZE	REV
0804536	0804536-DT-009	1 OF 1	-	A3	1

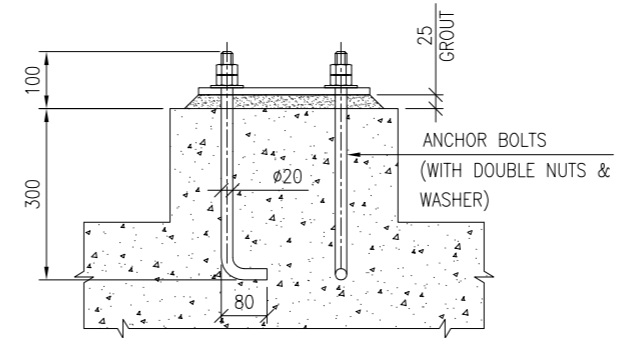
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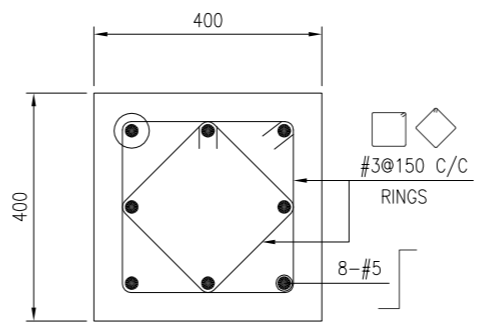
PLAN



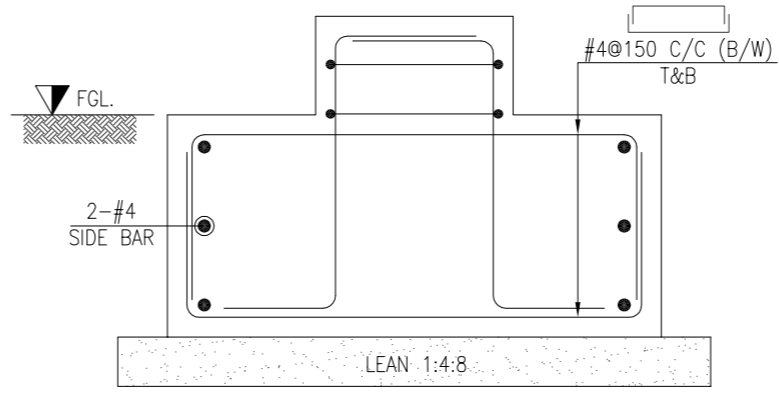
SECTION A-A



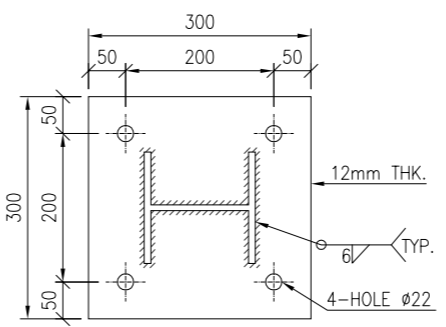
ANCHOR BOLT DETAIL



SECTION B-B



REINFORCEMENT SECTION A-A



BASE PLATE PLAN

NOTES:

1. ALL DIMENSIONS ARE IN MM & LEVELS ARE IN METER UNLESS OTHERWISE NOTED.
2. CONTRACTOR WILL VERIFY ALL THE DIMENSIONS BEFORE EXECUTION OF WORK.
3. 50mm CLEAR COVERS TO BE USED FOR REINFORCEMENT BARS
4. SULPHATE RESISTANT CEMENT SHOULD BE USED AND, REINFORCED CONCRETE SHOULD HAVE A 28 DAY CYLINDRICAL STRENGTH OF 3000 PSI.
5. BLINDING CONCRETE SHOULD BE AT LEAST 1:4:8 HAVING CYL. STRENGTH OF 1000 PSI.
6. DEFORMED BARS HAVING YIELD STRENGTH OF 60,000 PSI CONFORMING TO ASTM A-615 TO BE USED.
7. MATERIAL FOR EMBEDDED PLATE SHALL BE ASTM A-36.
8. MATERIAL FOR ANCHOR BOLTS SHALL BE ASTM-A-307 GR.B FOR CAST IN PLACE BOLTS.
9. FOR T.O.S SEE PIPELINE RISER DETAIL DRAWING.

1	20-10-2022	ISSUED FOR REVIEW	USA	AS	
0	19-10-2022	INTERDISCIPLINARY CHECKS	USA	AS	
REV.	DATE	DESCRIPTION OF REVISION	PREP'D	CHECK	APPR.

CLIENT :  OIL & GAS DEVELOPMENT OF PAKISTAN

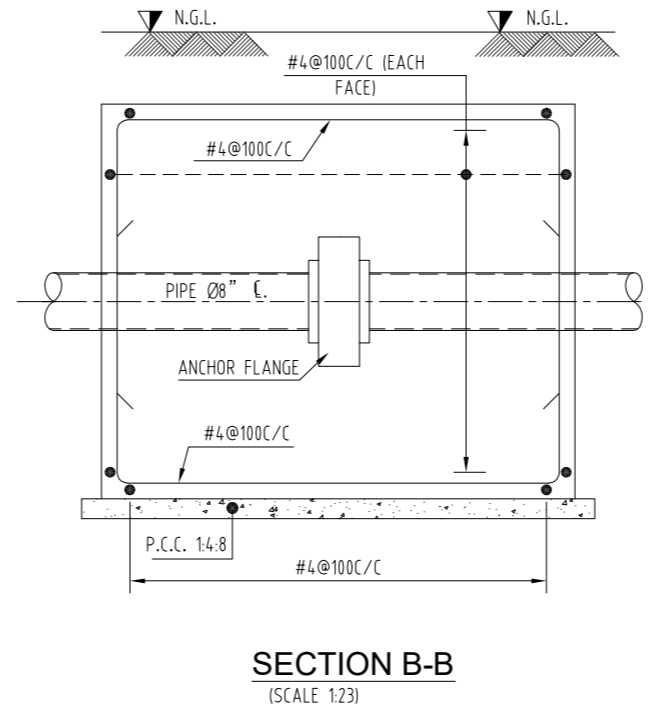
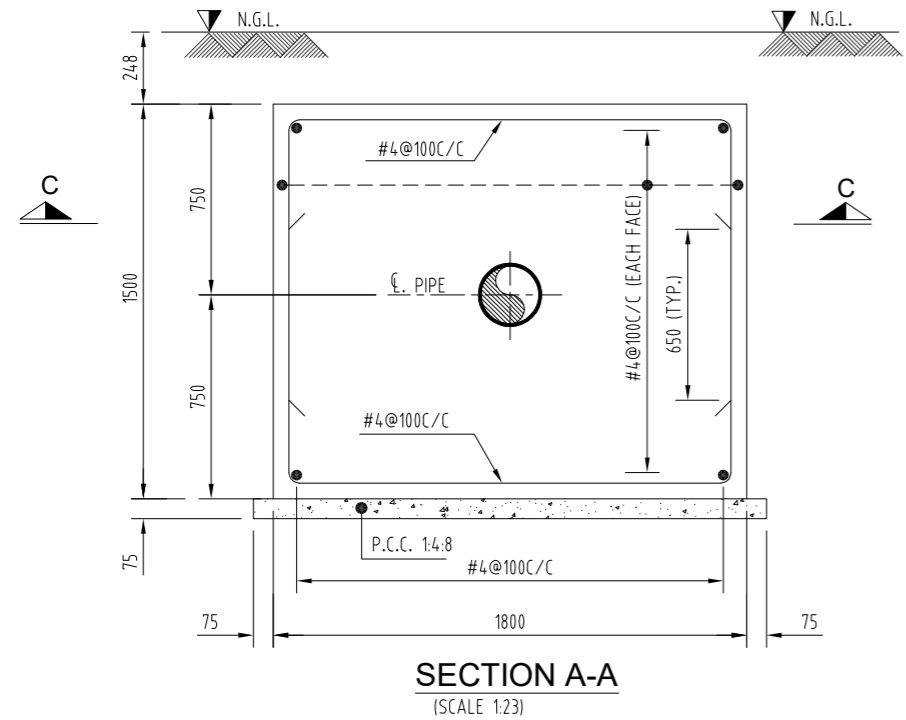
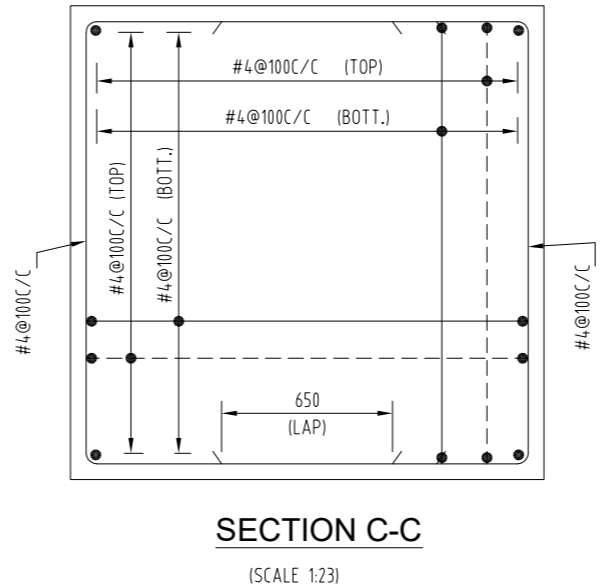
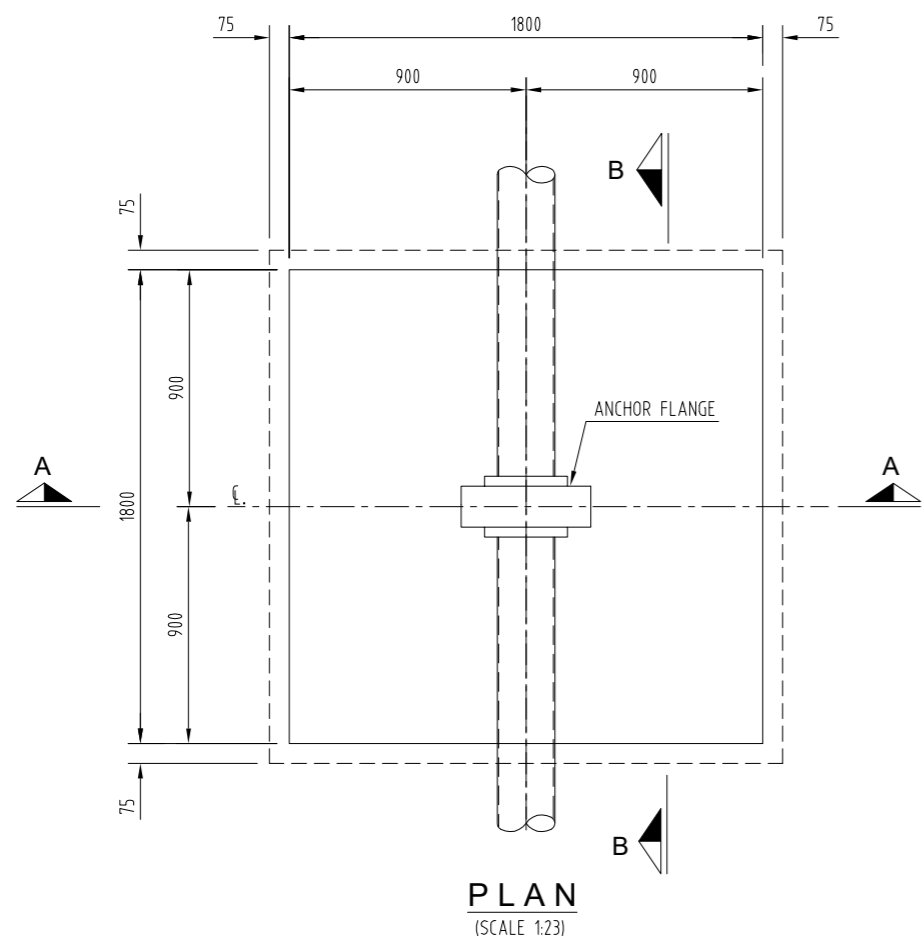
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PROJECT :

TITLE : **PLAN, SECTION & DETAIL FOR PIPE SUPPORT Ø6" PIPELINE**

JOB NO	DRAWING NO	SHEET NO	SCALE	SHEET SIZE	REV
0804536	0804536-DT-010	1 OF 1	-	A3	1

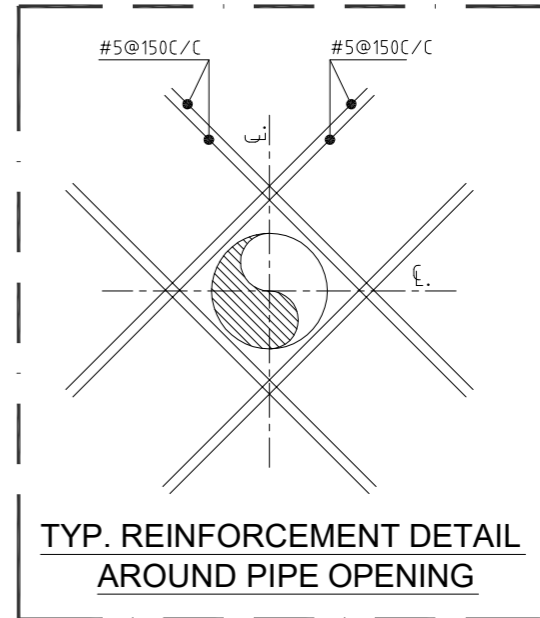
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BAR BENDING SCHEDULE

ITEMS	TYPE	BAR SIZE	NO. OF BARS	TOTAL NO BARS.	A mm	B mm	C mm	BAR LENGTH mm	TOTAL LENGTH mm	WEIGHT (KG)
LONGITUDINAL DIRECTION	BOTTOM	#4	18x2	36	1650	950	75	3700	133200	132.667
	TOP	#4	18x2	36	1650	950	75	3700	133200	132.667
TRANSVERSE DIRECTION	BOTTOM	#4	18x2	36	1650	950	75	3700	133200	132.667
	TOP	#4	18x2	36	1650	950	75	3700	133200	132.667
SIDE BAR	1	#4	14x2	28	1650	1000	75	3800	106400	106.0
ANCHORING BAR	2	#5	11x8	88	460	-	-	460	40480	62.9

WEIGHT : 700KG



- NOTES:**
- ALL DIMENSIONS ARE IN MM UNLESS OTHERWISE STATED.
 - ANCHOR BLOCK SHOULD BE PLACED AT LEVELED SURFACE
 - CONCRETE FOR BLINDING TO BE 1:4:8 AND MIX IN OPC CEMENT.
 - ALL STEEL SHOWN ON THIS DRAWING IS DEFORMED REINFORCING STEEL $f_y=60,000$ psi AS PER ASTM DESIGNATION A-615 GRADE 60.
 - CUTTING PLACING AND OVERLAPPING SHALL BE AS PER A.C.I. 318
 - MINIMUM COVER TO CONCRETE : 75mm FOR EXPOSED TO EARTH SURFACE.
 - STRUCTURAL CONCRETE TO BE 3000 psi. MIX IN OPC CEMENT.
 - READ THIS DRAWING ALONG WITH PIPE LINE ALIGNMENT DRAWING.

NUMBER	REFERENCE DRAWINGS
0804536-PA-016	PIPELINE ALIGNMENT DRAWING
0804536-PA-001	PIPELINE ALIGNMENT DRAWING

REV.	DATE	DESCRIPTION	DRAWN	CHK'D	APP'VD	APP'VD
1	20-10-2022	ISSUED FOR REVIEW	AHK	SAR		
0	19-10-2022	INTERDISCIPLINARY CHECK	AHK	SAR		

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CLIENT : **OIL & GAS DEVELOPMENT OF PAKISTAN**

PROJECT :

TITLE : **ANCHOR BLOCK
DETAIL FOR Ø 6" PIPELINE**

DRAWING NO.	SCALE	SHEET
0804536-DT-012	AS SHOWN	1 OF 1 A.3