

FORM OF CONTRACT

This Contract (hereinafter referred to as “Contract”) is made this ____ day of _____ 2018 between Oil & Gas Development Company Limited having its Head Office situated at OGDCL House, Jinnah Avenue, Islamabad (hereinafter referred to as “OGDCL”, which expression where the context admits shall include and mean its successors in interest and assigns) of the one Part and M/s. _____ and having its registered office at _____ (hereinafter referred to as “Contractor” which expression whereas the context admits shall include and mean its successors and assigns) of the other part.

WHEREAS OGDCL as owner & operator of Nashpa Gas Plant is implementing Nashpa Compression Facility Project (hereinafter referred to as “Project”). **The Nashpa Compression Facility Project.**

WHEREAS OGDCL invited Bids for execution of the Project involving design engineering, procurement (supply), construction, pre-commissioning, commissioning & startup (including performance testing and Reliability Guarantee Test) of the Project (hereinafter referred to as “Work”).

AND WHEREAS the Contractor after reviewing the available drawings/documents, and understanding the complete details of the Work and Project requirements given in the Tender Document No. _____ dated _____ 2018, submitted the Bid No. _____ dated _____ 2018 and has agreed to execute the Project as per terms, conditions and specifications mentioned hereinafter.

WHEREAS the Contractor represent and warrants to OGDCL that it is fully qualified, experienced and professionally competent and possess the necessary skills and resources and is able and willing to execute the Project, strictly so as to achieve the objective of the Contract. The Contractor acknowledges that Design Basis & Basic Design Document provided by OGDCL has been thoroughly reviewed and endorsed at the bidding stage and the cost of removing any error, omission and/or discrepancy to make it fit and sufficient for the purpose for which it is intended has been included in the Contract Price for the equipment, materials and construction works accordingly.

WHEREAS OGDCL through letter no. _____ dated _____ communicated its intention to award the Contract for execution of the Project involving design engineering, procurement (supply), construction, installation/erection, pre-commissioning, commissioning & startup (including performance testing and Reliability Guarantee Test) of Nashpa Compression Facility Project.

NOW THEREFORE IN CONSIDERATION OF THE ABOVE PREMISES AND THE MUTUAL COVENANTS HEREINAFTER STIPULATED THE PARTIES AGREE AS FOLLOWS:

1.0 CONTRACT & ITS OBJECT

In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the conditions of the Contract hereinafter referenced.

The following documents (hereinafter called “the Contract Documents”) comprise the entire Contract between the parties and supersede and replace any prior correspondence, agreement or understanding between the parties:

- | | |
|--------------------------------------------------------------------|--------------|
| a) This Contract | |
| b) Conditions of Contract | Appendix – A |
| c) Scope of Work | Appendix – B |
| d) Price Schedule | Appendix – C |
| e) Work Schedule | Appendix – D |
| f) Notification of Intention to Award | Appendix – E |
| g) Basic Design Document | Appendix – F |
| h) Bidder’s Bid Proposal (Technical & Commercial) | Appendix – G |
| i) Tender Document (Including Technical Specifications & Drawings) | Appendix – H |
| j) OGDCL/Engineering Consultant & Bidders Correspondence | Appendix – I |
| k) Mobilization Advance Payment Guarantee | Appendix – J |
| l) Performance Bond (Guarantee) and List of Banks | Appendix – K |
| m) The Measurement/Verification Mechanism of Progressive Payments | Appendix – L |
| n) TOR for Third Party Inspection. | Appendix – M |
| o) Recommended Vendor List. | Appendix – N |

p) HSE Protocol For Project (Contractor) Management

Appendix – O

Notwithstanding anything contained in the documents:

- To the extent of any conflict between this Contract and contract documents including Annexures, Appendices and Addendums, the Contract shall prevail.
- To the extent of any conflict between Specifications in the Tender Document and specification/drawings issued for construction, the later shall prevail.
- To the extent of any conflict between the Conditions of Contract and Technical Specifications, the later shall prevail; similarly drawings/data sheets shall have precedence over technical specifications.

The object of the Contract is the performance of all the Works by the Contractor on a fixed price basis so as to result in Taking Over of the Plant capable of achieving Guaranteed Performance, within the Time for Completion, in strict accordance with all the requirements of the Contract and the Contractor acknowledges, agrees and undertakes that the performance of its obligations under the Contract would result in the achievement of the object of the Contract.

This Contract shall become effective upon the date after formal execution of the Contract by the duly authorized representatives of OGDCL and Contractor provided that all of the following conditions have been fulfilled:

- a) The submission of the Performance Bond by the Contractor to OGDCL.
- b) The payment of the Advance by OGDCL to Contractor, the same to be secured by the Advance Payment Guarantee(s) to be simultaneously furnished by Contractor to OGDCL pursuant to Article 23 & 24 of Conditions of Contract.
- c) The confirmation, by Contractor to OGDCL, in form and substance satisfactory to OGDCL, that Contractor has put into force and effect such of the policies of insurance specified in Article 52 of Conditions of Contract.
- d) Twelve (12) Months project completion time line shall start from the Foreign Supply L/C establishment date without any exception and irrespective of Article 79.1 b & c of Section-IV (COC).

After conditions specified above have been fulfilled and OGDCL gives written advice to Contractor to proceed ahead with the Work the Contractor shall diligently commence

execution of the Work forthwith and shall proceed with the same with due expedition and without delay in accordance with the terms of this Contract.

The Contractor and OGDCL agree that this Contract, including all the documents incorporated by reference earlier express all of the covenants and agreements of the parties and that this Contract integrates, combines and supersedes all earlier negotiations and “Understanding” whether written or verbal. It is also understood that no modification or alteration of this Contract shall be valid or binding on either party, unless agreed in writing by both the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives and their respective corporate seals to be affixed as of the day first above mentioned.

for OIL & GAS DEVELOPMENT
COMPANY LIMITED

For

By :
Title :

By :
Title :

WITNESSED BY :

WITNESSED BY :

(1) Name:

(1) Name:

(2) Name:

(2) Name: