



KHYBER PAKHTUNKHWA OIL AND GAS COMPANY LIMITED (KPOGCL)



(KP Government Fully Owned & Provincial Holding Company)
3rd Floor, Ali Towers, University Road (Opposite Custom's House), Peshawar, Pakistan
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KHYBER PAKHTUNKHWA OIL AND GAS COMPANY LIMITED (KPOGCL)



TENDER No. KPOGCL/Tender/539/2018

HIRING SERVICES FOR 2D & 3D SEISMIC DATA ACQUISITION AND ON-SITE DATA PROCESSING RATE RUNNING CONTRACT LAKKI BLOCK

KHYBER PAKHTUNKHWA – PAKISTAN

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1. Introduction

1.1. Objectives of the Tender

The purpose of this tender is to select suitable Contractor of good repute to conduct 2D & 3D Seismic survey (Land Seismic) and onsite data processing for initial three years rate running contract KPOGCL in Lakki Block (3270-9) and other blocks Khyber Pakhtunkhwa, Pakistan.

1.2. KPOGCL Brief Profile

Khyber Pakhtunkhwa Government (KPK), being cognizant of Oil & Gas reserves established Khyber Pakhtunkhwa Oil and Gas Company Limited (KPOGCL) - a land mark achievement of the present Government. KPOGCL is not only entrusted with the responsibility of carrying out Exploration and Production (E&P) activities, itself, but is as well, entrusted the responsibility to allure more E&P Companies to do so by ensuring them with the requisite security and the first hand sharing of technological data thus literally acting as a Fast Track implementation of E&P. KPOGCL, while being actually KP Government sponsored / patronized, thus can very conveniently act as an Interface between the E&P Companies and all the other Government Related Agencies thereby actually performing the role of 'One Window of Operations'. It is also the Provincial Holding Company (PHC) under the Petroleum Policy – 2012. KPOGCL is in fact a facilitator to E&P companies.

The Company promotes all E&P activities throughout KP by investing in Producing and Exploration Blocks and procurement of heavy equipment (i.e. Rig and Seismic Data Acquisition Recorder) - all ultimately aimed at generating revenue and of course fulfilling the dire needed energy requirements of not only KP Province but the whole Country.

The Company is also member of Pakistan Petroleum Exploration & Production Companies Association (PPEPCA). It is run by an independent Board of Directors, who mostly are Experts from the private Sector with Mr. Raziuddin (Razi) as its CEO. Though, being newly established, the Company is in its embryonic stage of development but owing to the strong support and



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patronization it has, from the KP Government, it has very rapidly developed its paraphernalia not only to engage itself, on war footing, in all E&P activities but also arrange with the KP Government to ensure a fool proof security to all the rest of the E&P Companies from abroad and within the country.

With KP Government, determined to boost the province's economy, has already taken a step forward by improving Communication Infrastructure, unearthing the province's hidden treasure of huge reserves of Oil and Gas initially through the province's indigenous Institutions, in which KPOGCL has taken the lead and later on through other multinational E&P Companies while KPOGCL continue to pay its role of 'One Window of Operation' for them.

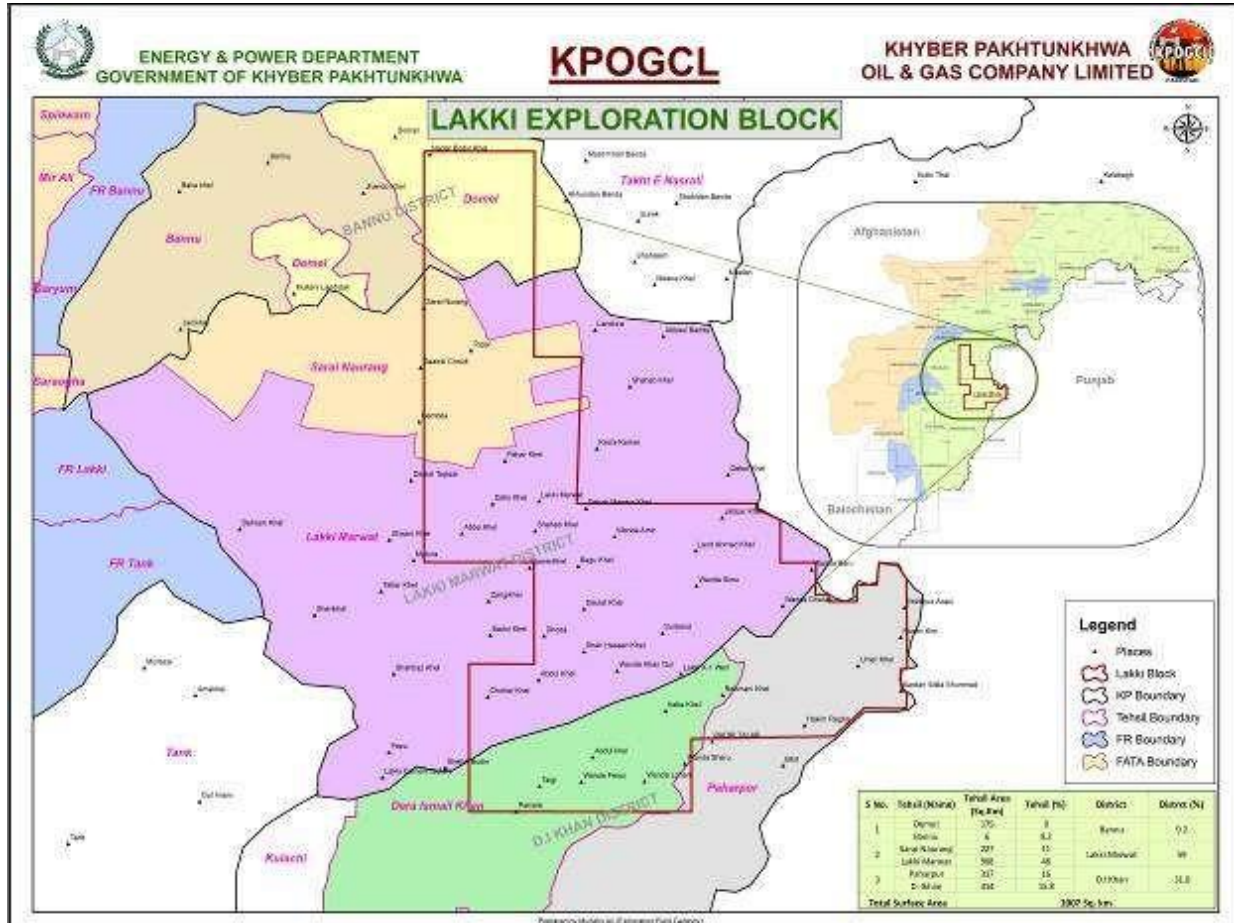
2. Introduction to Lakki Block

The Block lies in Prospectivity Zone-I. Kohat-Bannu Basin has proven and potentially viable Petroleum plays, ranging in age from Infra-Cambrian to Miocene rocks. Lakki Block (3270-9) is considered to be prospective.

Since the Lakki Block (3270-9) is adjacent to Tal and Nashpa Blocks of MOL and OGDCL which are highly prolific (productive) blocks and that is further substantiated by the occurrence of active Oil (Kundal) and Gas (Wandazalo Gas Seep in Bitani Range) seepages around the block. Therefore, there is high probability of significant discoveries in the Lakki Block.

The Primary Source is Patala & Chichali and Salt Range Formations, Secondary/ Potential and Source is Jatta Gypsum while Reservoirs rocks include Lockhart, Datta, Lumshiwai and Chichali Formation as primary reservoirs while Tobra and Khewra Sandstone are considered as secondary reservoirs. In this area these petroleum systems are already producing Oil & Gas. The area has proven and potentially viable Petroleum plays. All four primary reservoir rocks are promising systems and have delivered oil & gas in Khyber Pakhtunkhwa and Potwar. Seal rocks includes BahadurKhel salt and intra-formational shale and existence of structural traps.

The Block is located about 200 Kilometers south-southwest of Peshawar city and 300 km southwest of Islamabad. Lakki Exploration Block (3270-9) having an area of 2028.71 Sq. km, lies in Lakki Marwat, Bannu and Dera Ismail Khan districts of Khyber Pakhtunkhwa Province of Pakistan





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3. Scope of Work

The aim of the 2D and 3D seismic program is to upgrade the existing mapping. This seismic reflection survey will help to further define the structural configurations and shall be used:

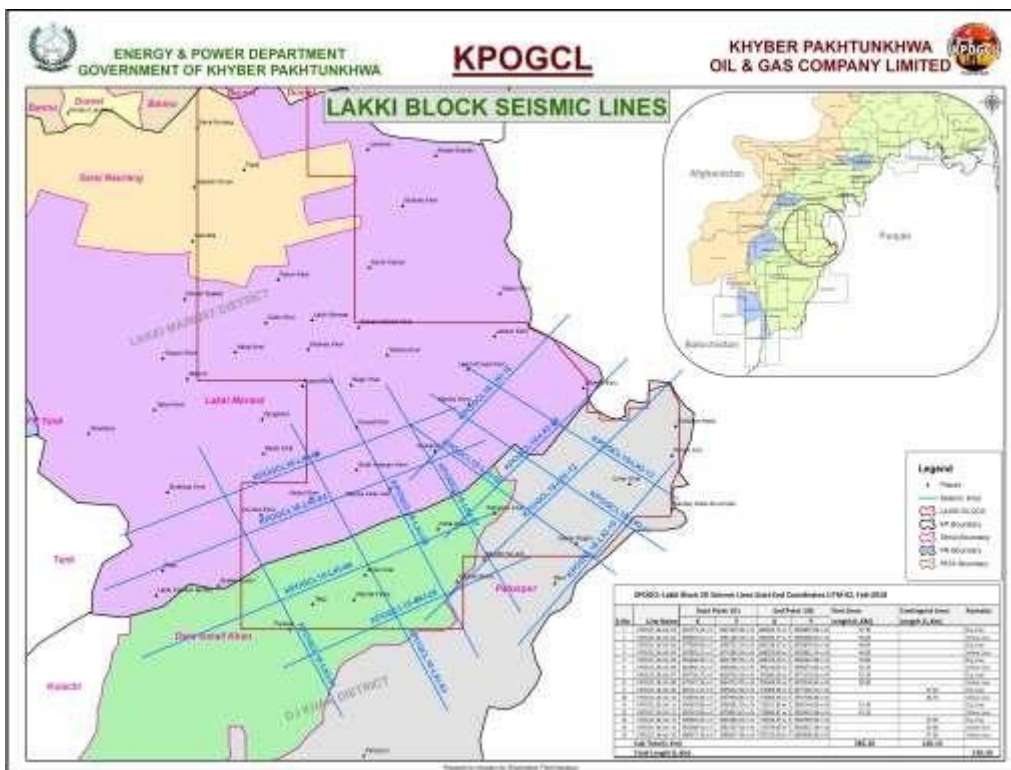
1. To improve image on reservoir levels for improved drilling locations and development of the area.
2. To Classify and map major and minor faults at shallow / deep exploration targets.
3. To obtain reservoir characterization and monitoring.

3.1. Seismic Data Acquisition Work Plan

The Seismic work plan includes 2D and 3D Seismic data acquisition as under:

1. About 550 LKMs new 2D Seismic as per below details **OR** +300 Sq.km 3D overlapping to existing 2D Seismic and about 200 LKM 2D Seismic.
2. 150 Sq.KM 3D Seismic contingent.
3. Three years rate running contract for KPOGCL blocks.

2D Program Location and Coordinates:





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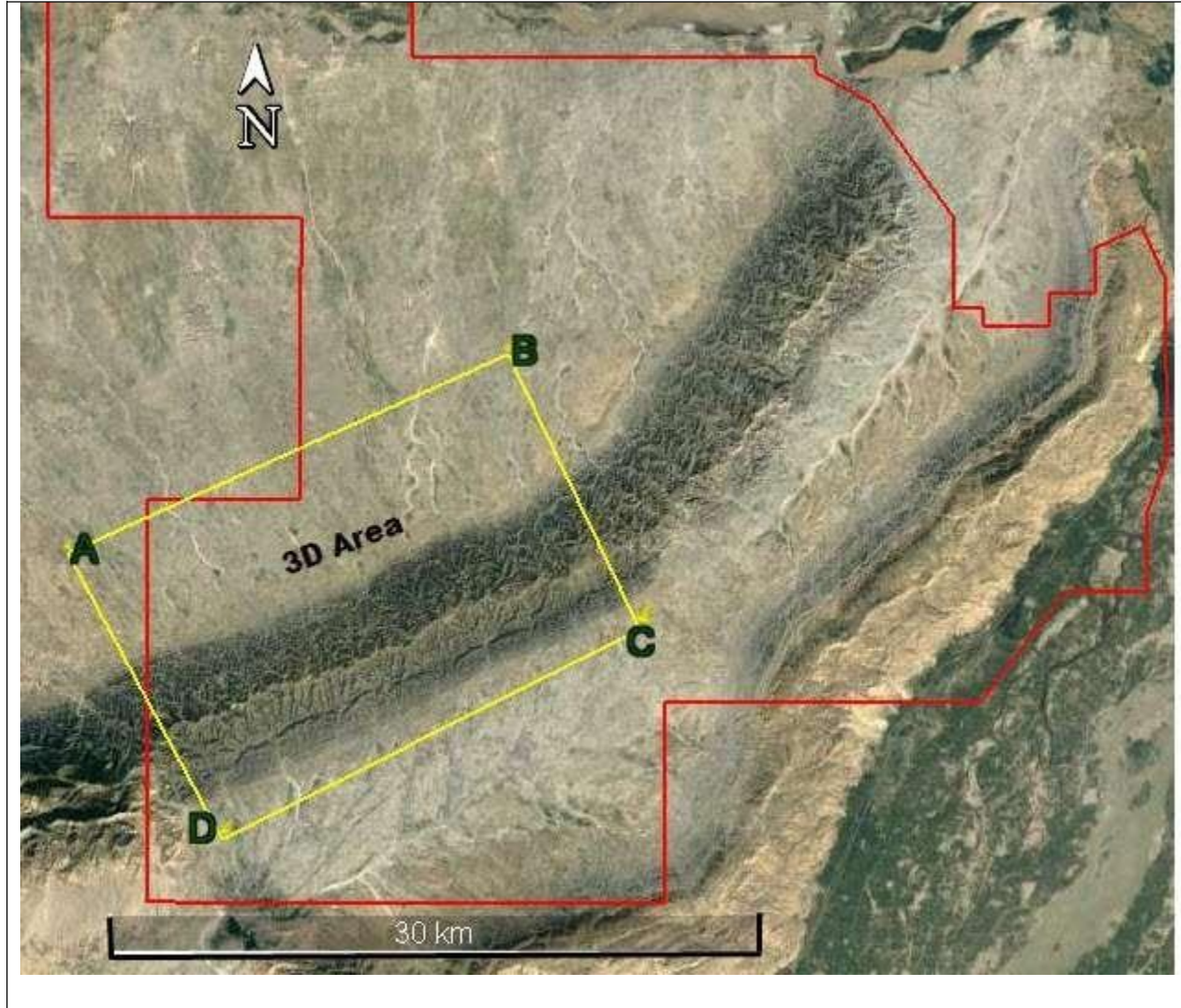


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S. No	Line Name	Start Point 101		End Point 102		Length (L.KM)	Orientation
		X	Y	X	Y		
1	KPOGCL18-LKI-01	665451.65 m E	3591546.15 m N	678822.33 m E	3567367.38 m N	27.50	Dip
2	KPOGCL18-LKI-02	659590.26 m E	3581106.76 m N	695351.66 m E	3598042.43 m N	39.60	Strike
3	KPOGCL18-LKI-03	670981.11 m E	3587925.01 m N	681790.88 m E	3567023.90 m N	23.30	Dip
4	KPOGCL18-LKI-04	661532.05 m E	3576126.99 m N	698441.50 m E	3593781.30 m N	41.0	Strike
5	KPOGCL18-LKI-05	670608.17 m E	3594760.63 m N	687533.05 m E	3562341.58 m N	36.60	Dip
6	KPOGCL18-LKI-06	666043.46 m E	3567241.05 m N	700281.13 m E	3585050.58 m N	38.50	Strike
7	KPOGCL18-LKI-07	676188.31 m E	3596255.05 m N	692490.35 m E	3567218.77 m N	33.30	Dip
8	KPOGCL18-LKI-08	683474.92 m E	3568573.57 m N	703649.83 m E	3579408.82 m N	22.80	Strike
9	KPOGCL18-LKI-09	681086.92 m E	3598912.55 m N	698673.33 m E	3565240.22 m N	38.00	Dip
10	KPOGCL18-LKI-10	690525.22 m E	3588807.32 m N	707136.30 m E	3609917.61 m N	27.0	Strike
11	KPOGCL18-LKI-11	685323.44 m E	3601879.87 m N	704474.58 m E	3565349.34 m N	41.20	Dip
12	KPOGCL18-LKI-12	694444.91 m E	3581607.47 m N	713684.34 m E	3604656.57 m N	30.00	Strike
13	KPOGCL18-LKI-13	692385.65 m E	3594208.52 m N	713171.66 m E	3577503.54 m N	26.70	Dip
14	KPOGCL18-LKI-14	692435.74 m E	3571127.79 m N	719560.57 m E	3603292.55 m N	42.10	Strike
15	KPOGCL18-LKI-15	691891.27 m E	3601468.52 m N	716890.91 m E	3579714.21 m N	33.00	Dip
16	KPOGCL18-LKI-17	695716.45 m E	3603677.92 m N	719551.41 m E	3586715.48 m N	29.00	Dip
17	KPOGCL18-LKI-19	701230.70 m E	3606992.59 m N	718442.26 m E	3593171.09 m N	22.00	Dip
Total Length (L.Km)		551.60					

Note: Final Seismic Plan/layout subject to adjustment after reprocessing & interpretation of vintage data.

3D Program Map and Coordinates:





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Lakki Block 3D			
S.No	Points	Easting	Northing
1	A	668640.00 m E	3585558.00 m N
2	B	688783.29 m E	3595086.67 m N
3	C	695241.63 m E	3582582.68 m N
4	D	676162.15 m E	3572527.10 m N
Area 300 Sq.Km			

Note: Final Seismic Plan/layout and selction of 2D/3D Seismic is subject to adjustment after reprocessing & interpretation of vintage data.

Proposed work Plan

S. No	KPOGCL Blocks	Area Sq.Km	2D Firm (L.km)	2D Contingent (L.km)	3D Sq Km
1	Lakki Block	2028	550	200	300, 150 contingent
2	Nowshera Block	2136	550	250	
3	Miran Block	1064	300	200	
4	DIKhan East Block	446	200	100	
5	D I Khan West	300	200	100	
7	Charsadda Block	2436	200	100	
Total	1. 2D Firm = 2000 L.km, Contingent = 1000 L.km 2. 3D Firm = about 300 Sq km, Contingent 150 Sq Km 3. Other JV/Mutually agreed Seismic Projects from KP other Provinces and mutually agreed areas.				

3.2. Proposed 2D Seismic Acquisition Parameters

Table-I: Lakki Block 2D Seismic Data Acquisition General Parameters			
Source Parameters	Option-1	Option-2	Option-3
SP interval:	50m	40m	40m
Source Type:	Explosive /	Explosive / Vibroseis	Explosive / Vibroseis
Receiver Parameters			
RP interval:	25m	20m	40m
No. of Geophones per RP	24	24	24
Geophone Array	Areal/Linear	Areal/Linear	Areal/Linear
Spread Geometry			
Spread Type:	Symmetric Split	Symmetric Split	Symmetric Split
Active channels/SP:	480	600	300
Near Offset:	+/- 12.5m	+/- 10m	+/- 20m
Far Offset:	5987.5m	5990m	5980m
Fold:	120	150	150
Recording Parameters			
Record Length:	7 sec	7 sec	7 sec
Sample Rate:	2 milli sec	2 milli sec	2 milli sec

Table-II: Source (Vibroseis) Parameters	
Number of vibrators	4 + 01 spare
Sweep Frequency Start	06 to 16 Hz at 2 Hz interval
Sweep Frequency End	60 to 100 Hz at 10 Hz interval
Sweep Length	6 to 24 sec at 2sec interval
Drive Level	50 to 80% in steps of 10%
No. of Sweeps	4 to 16 in steps of 2
Sweep Taper Length	50 to 300 msec at 50 msec interval
Sweep Type	Linear/Non-Linear with various weight factors
Vibe Array Type	to be tested
Pad to Pad	to be tested
Move up	to be tested

Table-III: Source Dynamite Parameters



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a. Deep Hole	
No. of Holes	1 or 3
Hole Depth	12-30m at interval of 3, Three shot holes 8m depth
Charge Size	2-12kg interval of 2
Detonators	2 pieces
b. Pop-Shot	
No. of Holes	8, 10, 12
Holes Depth	1.8-2.0m
Charge Size	0.5kg per hole
Detonators	1 pieces each hole

3.3 Proposed 3D Seismic Acquisition Parameters

Source Parameters	
Source Type:	Explosive / Vibroseis
SP interval:	40m
Source line interval	320m
Receiver Parameters	
RP interval:	40m
Receiver line interval	320m
No. of Geophones per RP	24
Geophone Array	Areal/Linear
Spread Geometry	
Spread Type:	Orthogonal
Active Lines/SP:	24
Active channels/Line:	320
Inline Max Offset	6400



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Large Offset	7464
Fold:	240
Recording Parameters	
Record Length:	7 sec
Sample Rate:	2 milli sec
Final parameters subject to change after reprocessing & interpretation of vintage data.	

Note: Contractor has to submit 3D Seismic data Acquisition plan after detailed scouting of the area to achieve project objective economically and discuss the possible operational plans before signing of contract.

4. Field Processing sequence

a) Basic processing sequence

The following sequence is to be considered the required processing flow. However, KPOGCL reserves the right to alter the sequence as necessary to provide improvement in data quality.

1. Demultiplex if needed and reformat of seismic and positioning data
2. Editing and polarity reversal of bad (portions of) records and traces
3. Designature and phase matching
4. Corrections for spherical divergence and inelastic attenuation
5. Produce geometry QC displays: as Near trace plots
6. Static corrections on floating datum, refraction statics, tomo statics as required.
Final Datum elevation and replacement velocity to be tested.
7. Display of single average velocity stack stacks with/without refraction statics
8. Low cut filter (as required)
9. Optional Random or Coherent noise attenuation (with removable AGC)



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10. Pre-stack Deconvolution (application method to be determined from testing) e.g. Source signature, Predictive Distance, Operator Length and Surface consistent options
11. Display of single average velocity stack with/without Decons
12. First velocity analysis: 1 km interval, velocities to be horizon consistent, iso-velocity plots produced/with stacks overlay.
13. Preliminary NMO correction for mute parameter testing
14. Display of first velocity stack
15. Multiple attenuation (as required)
16. Surface Consistent Residual Statics 1st pass
17. Display of stack with/without residual statics
18. 2nd velocity analysis: 0.5 km interval, velocities to be horizon consistent, iso-velocity plots produced/with stacks overlay.
19. Display of 2nd velocity stack
20. Surface Consistent Residual Statics 2nd pass (Optional)
21. Display of stack with/without 2nd pass residual statics
22. DMO and DMO gathers, Offset regularization before DMO
23. Display of DMO stack
24. Final velocity analysis (post-DMO) 0.5 m interval, velocities to be horizon consistent, iso-velocity plots produced/with stacks overlay.
25. DMO/DMO Gathers with Final velocities after DMO
26. Pre-stack mute
27. Time variant scaling
28. Final stack, Datum correction to final/processing datum
29. Deconvolution, single or multiple operator (Optional)
30. Optional F-X Deconvolution (Random Noise Attenuation)
31. Filtering and scaling (as required)
32. Migration algorithm testing, selection and application.



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33. Time variant filtering and scaling
34. Produce final tapes on IBM 3590 cartridges/DVDs from raw stack to final stack and migrated stack data (Filtered/scaled and unfiltered/un-scaled) in SEG-Y format, stacking and migration velocities in ESSO V2 format, support data, statics, elevations etc.

b) PSTM Processing Sequence

The following sequence is to be considered the required PSTM processing flow. However, KPOGCL reserves the right to alter the sequence as necessary to provide improvement in data quality.

1. Demultiplex if needed and reformat of seismic and positioning data
2. Editing and polarity reversal of bad (portions of) records and traces
3. Designature and phase matching
4. Corrections for spherical divergence and inelastic attenuation
5. Produce geometry QC displays: as Near trace plots
6. Static corrections on floating datum, refraction statics, tomo statics as required.
Final Datum elevation and replacement velocity to tested.
7. Display of single average velocity stack stacks with/without refraction statics
8. Low cut filter (as required)
9. Optional Random or Coherent noise attenuation (with removable AGC)
10. Pre-stack Deconvolution (application method to be determined from testing) e.g.
 - i. Source signature
 - ii. Predictive Distance, Operator Length
 - iii. Surface consistent options
11. Display of single average velocity stacks with/without Decons
12. First velocity analysis: 1 km interval, velocities to be horizon consistent, iso-velocity plots produced/with stacks overlay.
13. Preliminary NMO correction for mute parameter testing



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14. Display of first velocity stack
15. Multiple attenuation (as required)
16. Surface Consistent Residual Statics 1st pass
17. Display of stack with/without residual statics
18. 2nd velocity analysis: 0.5 km interval, velocities to be horizon consistent, iso-velocity plots produced/with stacks overlay.
19. Display of 2nd velocity stack
20. Surface Consistent Residual Statics 2nd pass (Optional)
21. Display of stack with/without 2nd pass residual statics
22. Kirchhoff PSTM and PSTM gathers, Offset regularization before PSTM using Best DMO velocities
23. Display of PSTM stack
24. Final velocity analysis (post-PSTM) 0.5Km intervals, velocities to be horizon consistent, iso-velocity plots produced/with stacks overlay.
25. PSTM revisions with Final PSTM Velocities
26. Pre-stack mute
27. Time variant scaling
28. Final PSTM stack, Datum correction to final/processing datum
29. Deconvolution, single or multiple operator (Optional)
30. Optional F-X Deconvolution (Random Noise Attenuation)
31. Filtering and scaling (as required)
32. Migration algorithm testing, selection and application.
33. Time variant filtering and scaling
34. Produce final tapes on IBM 3590 cartridges/DVDs from raw stack to final PSTM stack data in SEG-Y format (Filtered/scaled and unfiltered/un-scaled), stacking and migration velocities in ESSO V2 format. Support data, statics, elevations etc.



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5. Time Schedule

The completion time for 2D project is 6 months after signing of the contract. However the contractor shall submit separate detailed Gantt chart for 550 Lkm 2D, 300 Sq.km 3D plus 200LKM 2D and 150 Sq.km 3D. The time schedule for other Blocks will be mutually agreed before start of each block seismic on project by projects basis.

6. Deliverables

Contractor shall be responsible and bear the cost of surveying consumables for the 2D/3D Seismic Data recording including field tapes. The Contractor shall provide field data as per DGPC/KPOGCL requirements as under:

- The original field Data of all recording on 3592/LTO2/LTO3/LTO4 cartridge tape and DVDs in SEG-D and SEG-Y format **(03-copies)**.
- All support data, SPS Survey data in headers and on DVDs, LVL, Up hole, raw and processed data/results on DVDs **(04-copies)**.
- Field Processing results all intermediate, final, migrated and PSTM stacks, gathers and results/reports. **(04-copies/sets)**.
- Online setup with KPOGCL HO and main Processing Center for timely Data/result transfer via internet on daily Basis.
- Daily, weekly, monthly and project completion reports digital/printed copies **(03-copies/sets)**.
- Any other deliverables, to be discussed and agreed before signing of final contract.
- Preference will be given to the contractor(s) offering seismic data processing and seismic data interpretation studies/deliverables free of cost.

* Daily/weekly/monthly report will be submitted every next day until 08:00 am (Pakistan Standard Time)



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7. Quality Assurance Guidelines (KPOGCL/Contractor QHSE policy)

The service shall be the best quality for their respective purposes and shall be free from all defects, latent or otherwise. Any portion of the service found defective or unsuitable shall be promptly removed, replaced or corrected by contractor without additional charge to KPOGCL. Failure by contractor to meet KPOGCL's quality requirements shall constitute breach of contract and shall entitle KPOGCL to terminate the contract, provision being such failure significantly reduces quality of acquired data.

Note

The technical bid submitted must contain the details of the field equipment along with manufacture date which will be used in the seismic survey. The bidder should make sure that field equipment shall be new or used but the system test should be within acceptable tolerance limits. Recorder's specifications should be 508/428XL/Equivalent/Latest. KPOGCL will arrange internal or 3rd party inspection of all proposed equipment before start of work.

7.1. Geodetic Survey

Before the beginning of the survey, Contractor shall accomplish a scouting of the area to specify all factors which can substantially influence the location/ acquisition of seismic lines. In case of existence of such factors, Contractor will inform Company immediately on the facts and its recommendations and, according to Company's instructions performs the necessary modifications.

All the survey equipment shall be calibrated and tested prior to the start of operations and during the operations according to the manufacturer's specification and standard survey practice.



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Where seismic line location is considered obviously unfavorable for the efficiency of the acquisition of seismic data or the data quality, lines may be modified, strictly according to the instruction of company.

Generally Observations with less than five satellites are not allowed. All the necessary computations will be completed on site. The final survey report will be a part of the final operation report.

7.2. Seismic Data Recording

1. Prior to start of recording, the daily tests as specified by the manufacturer should be recorded and analyzed to ensure that the recording instrument is functioning within specifications.
2. The set of such relevant tests may be defined and documented whenever new equipment is introduced / or equipment is repaired for data acquisition.
3. Except under severe environmental conditions / in difficult terrain conditions to be duly supported by observer note, there shall be no defective traces at the start of daily work.
4. A shot record is considered misfire under following conditions:
 - a) Any seismic record not correctly recorded.
 - b) Loss of magnetic recording.
 - c) Loss of time break.
 - d) Time break is not synchronized to the system cycle delay time.
 - e) Explosive in shot point does not detonate.
 - f) Explosive partially detonate resulting unacceptable data quality.
 - g) SP is unnecessarily recorded at offset not recommended by company representative.
 - h) Company representative will decide the re-shot schedule for misfire and skipped shots
5. Traces are defined as defective under following conditions:
 - a) If the instrument / field test results of the channel is beyond specified limit.
 - b) Controllable noise exceeds by more than 12 db than exhibited on adjacent traces for continuous period of 1 sec during recording cycle (to be compared at constant gain / AGC Off.).



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- c) Reverse traces (in case it happens due to unavoidable condition, reverse traces should be logged in the observer report).
 - d) Dead traces (Dead traces due to natural and cultural obstructions are not counted as defective).
 - e) Mono frequency traces like 50 Hz due to electrical pick up etc.
6. There shall not be more than two consecutive shots / records / pops with same defective/noisy traces during production work.
 7. Every shot should be monitored using the online QC display and the problems, if any, should be logged in the Observer's log for reshooting or detailed analysis / corrective action with field processing unit.
 8. The permissible limits for the defective traces / dead / reverse / noisy / sluggish, traces with S/N ratios below specified limit need to be decided in the beginning of the survey in consultation with the QC representative.
 9. The Contractor shall be responsible to carry out system test Daily, Weekly and Monthly as per Project/Client's requirement.

8. Representative

KPOGCL shall send its representative(s) to CONTRACTOR's crew during the acquisition for start-up meeting and parameters testing as well as quality control. CONTRACTOR shall provide KPOGCL's representative(s) with adequate office facilities and all necessary assistance, including but not limited to workstation hardware and software, digital access to CONTRACTOR's processing system required for quality control, adequate Internet access, and other facilities i.e. Food, boarding & lodging, and office facilities for three QC men of Company's personnel and One to Two (4 x 4) vehicles for company representatives.

In addition to QC of Project, KPOGCL will prefer to involve KPOGCL professionals, teams, workers at field/all sub crews to work as JV partner for mutually agreed projects.



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9. Technical Proposal

The Contractors shall submit below details with Technical offer:

1. Resumes of Contractor's personnel for this project.
2. List of equipments (Recording, Source, Refraction/Up hole, QC & Onsite processing, GPS/Survey) for this project along with certificate/documents. The bidder should make sure that field equipments shall be new or used but the system test should be within acceptable tolerance limits.
3. Main hardware/software to be used in this project.
4. Years of establishment of service provider company and seismic data acquisition projects completed in last five years.
5. Complete/comprehensive schedule of work program. Estimated duration of this project.
6. Detailed reconnaissance report (Scouting Report of the Survey area).
7. Bidder will arrange technical meeting at KPOGCL Head office for review of scouting report 2D/3D planning and design and necessary adjustments in Seismic data acquisition parameters before execution/Seismic operations.
8. A copy of current safety manual, HSE Organization chart and sample of accident /incident reporting forms, together with details of their safety record for the past two years. In case of any accident during the operation will be the responsibility of contractor.
9. Copy of all crew operational procedures for land operations.

10. Conflict of interest:

KPOGCL policy requires that Bidders provide professional, objective, and impartial advice and at all times hold KPOGCL's interest paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of KPOGCL. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its Contract. A Bidder (including its



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Personnel and Sub-Bidders) that has a business or family relationship with a member of the KPOGCL staff who is directly or indirectly involved in any part of the preparation of this Tender document, the selection criteria and the Contract, may not be awarded the Contract for this assignment, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the appropriate authority within KPOGCL.

11. Fraud & Corruption:

It's KPOGCL's policy to require that Bidders, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, KPOGCL follows the instructions contained in Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules, 2014.

12. Proposal validity:

The proposals shall remain valid for one twenty (120) days after the deadline for submission of Proposals. During this period, Bidder shall maintain the availability of Professional Staff nominated in the Proposal. The Client will make its best efforts to complete negotiations, if any within this period. If the need arise; however, the Client may request Bidders to extend the validity period of their proposals. Bidders who agree to such extension shall confirm in writing that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal. Bidders could submit new staff in replacement, which would be considered in the final evaluation for contract award. If the negotiations process is extended between service provider and KPOGCL till the expiry of the bid validity the contractor is bound to extend the validity to avoid wastage of time of both the parties.

13. Process of Hiring and Proposal instruction

- a) The interested Bidders should be engaged following a Single Stage Two-Envelope Procedure for hiring method. The submittals shall be Evaluated through a separate Technical and Financial Appraisal with 70% and 30% weight age, respectively.



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- b) Financial Bids of only the Technically Qualified Bidders shall be opened in the presence of their representatives within 15 Calendar days of Bid submission or extended date as deemed necessary by KPOGCL.
- c) Selection of the firms will strictly be made in accordance with the procedure of **Quality and Cost Based Selection (QCBS)** method.
- d) Fax, email and non-registered delivery by post mail proposal shall not be considered.
- e) Bids submitted must include bidder's covering letter on its letterhead containing
 - a. Project title/ subject: _____
 - b. Bidder's name: _____
 - c. Name of authorized person: _____
 - d. Bidder E mail/Cell No. (phone, fax): _____
 - e. Name and address of bidder and authorized person
 - f. One original and two copies of the Technical Proposals are to be submitted in a sealed envelope clearly marked in bold (TECHNICAL BID) with the Tender Number and Date along with Bidder Name and Address written beneath on the left hand top corner of the envelope.
 - g. A fixed price fee based financial proposal must be submitted in sealed envelope. Bidder must clearly mark outside the envelope as "FINANCIAL BID with the Tender Number and Date along with Bidder Name and Address written beneath on the left hand top corner of the envelope. All the envelopes received must be properly sealed with no signs of being tampered with, if so the submitted bids will not be opened and will be returned in the same shape.
 - h. 2% bid bond shall be placed in the Financial Proposal envelope and NOT in the Technical Proposal sealed Envelope. Including 2% bid bond in the Technical Proposal shall cause rejection of the Bid. An affidavit from the Vendor must accompany the Technical Proposal that a 2% Bid Bond of total project cost has been attached with the Technical Proposal.



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- f) The 2% Bid Bond, CDR or PO/DD from authorized bank shall accompany the Financial Proposal valuing of First Project only (550 LKM 2D Seismic or equivalent 3D Seismic) and remain valid for 120 days of bid opening date. The Bank Guarantee will be issued by Bank in accordance with the format, which will become effective automatically on expiry of date of Bid Bond as per **Annexure-A** of the Tender Documents.
 - g) Within fifteen (15) days of receipt of the notification of contract award, the successful bidder shall furnish to KPOGCL, the Bank Guarantee / Performance Bond for an amount equivalent to 10% of contract value(**Annexure-B**)
 - h) The Bank Guarantee / Performance Bond shall remain valid and in full force and effect during validity of the contract.
 - i) The validity of Bank Guarantee / Performance Bond shall be extended at any cost by the Bidder if the completion of contract is delayed, whether in whole or in part.
 - j) The cost incurred for establishing the Bank Guarantee / Performance Bond or any extension there of shall be to the account of the Bidder.
 - k) The Bank Guarantee / Performance Bond will be discharged after completion of the contract.
 - l) The firm should be registered with Tax Department having Income Tax and Sales Tax certificates. The firm should be on active tax payer list.
 - m) KPOGCL Reserves the rights to Reject or Cancel all bids before opening as per KPPRA Rule 47(1).
14. Any proposal received at KPOGCL Head Office after the deadline for submission shall be returned unopened and not be part of the competitive bid.
 15. KPOGCL does not take any responsibility for delayed arrival of the bid.
 16. The DECLARATION BY AN AUTHORIZED SIGNATORY OF THE CONSULTANCY FIRM (ANNEXURE-A) of this Bid should be duly signed and attached with the Technical Proposal Forms.
 17. Any proposal received at KPOGCL Head Office after the deadline for submission shall be returned unopened and not be part of the competitive bid.



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18. From the time the Bid is opened to the time the Contract is awarded, the Bidders should not contact the KPOGCL on any matter related to its Technical and/or Financial Proposal. Any effort by Bidders to influence KPOGCL in the examination, evaluation, ranking of Bid, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.
19. Technical Committee of Technical Bid shall have no access to the Financial Bid until the Technical evaluation is concluded
20. Technical Bid will be opened and result will be announced later.
21. The firm should be registered with Khyber Pakhtunkhwa Revenue Authority (KPRA).
22. Government taxes will be deducted at the time of payment as per Government prescribed rates.

23. General Requirement

1. Proposal content: By submission of the bid, the bidder warrants that the information provided is true, correct and reliable for purpose of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from the award, as well as subject the bidder to suspension or black listing proceeding as well as other remedies available by law.
2. KPOGCL reserves the right to refrain from responding to question submitted after the deadlines.
4. Offers are liable to be rejected if: -
 - a) There is a deviation from any instruction.
 - b) Offers are found conditional or incomplete in any respect.
 - c) Overwriting /erasing in prices.
5. The quotations must be in original and are to reach at **KPOGCL Head Office, Ali Tower 3rd Floor, University road, Peshawar** by on **24-July-2018, Timings: 11:00 am** & Pre-Bid Meeting will be Held on **25 June 2018, Timings: 11:00 am** at **KPOGCL Office, 2nd Floor, Meras Plaza, Upper National Bank, E-11/2, Islamabad**. No quotation will be accepted in photocopy, through Fax or e-mail and after due date and time.
6. **Instruction to bidders:** This project shall be on lump sum basis contract. The bidder shall calculate all its sub cost (including staff remuneration, administrative, travelling etc.).



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7. Questions/ queries regarding this Tender Documents may be sent to the CEO by email to the following address:

razi.ceo@kpogcl.com.pk, CC To shahan.bacha@kpogcl.com.pk, tariq.scm@kpogcl.com.pk

Cell #: +92 300 5001038, +92-333 5380240, +92-333 9851785, +92-333-1518390

Phone: +92 91-9216283, +92 91-9216023 , Fax: +92 91-9216295

24. No obligation

This request for proposal does not obligate the Client to award a contract or complete the process, and the Department reserves the Rights to cancel the solicitation if it is considered to be in its best interest. The Client further reserves the right to reject one or all proposals before opening of bids, extend any deadlines or require for additional information without assigning any reason whatsoever.

25. Check list for firm

A	B	C	D
Sr. No.	REQUIRED DOCUMENTS WITH TECHNICAL PROPOSAL	Yes	No
1 26.	Company Profile		
2 27.	Certificate of Incorporation with SECP		
3 28.	STRN/NTN/KPST Registration certificate (Must be Filer/Registered)		
4 29.	Last 3 Years Audit Reports		

30. Technical Evaluation Criteria/ (TEC)

The Technical Proposal must contain experience of the Bidder and Professionals in Industry. Bidders fulfilling the technical criteria with at least 70% marks shall be selected for opening of their Financial Bids. Bidders scoring under 70% will get their unopened Financial Bid Envelops back after signing of contract with successful bidders. Table showing Technical Evaluation Criteria (TEC):

Table-1. Technical Evaluation Criteria (TEC)

S. NO	Description	Weightage /Selection Criteria	Marks



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1	No of 2D/3D Seismic projects completed in the last 5 years	Number of projects=Marks a. >4projects=10 b. ≤4, >2 projects=8 c. ≤2 projects=4	10
2	No of Crews in Pakistan	Number of crews=Marks a. ≥2=10 b. 1 = 05	10
3	Key Professionals experience	Key Professionals experience=Marks a. ≥15 years=10 b. <15, >10 years=7 c. ≤10, ≥5 years = 5 d. Less than 5 years =0	10
4	Timeline for the 550 LKM 2D or 300 SQKM 3D+200LKM 2D	Months=Marks a. ≤6 months=15 b. >6, ≤7-months=10 c. >7 months=0	15
5	Equipment Specs		25
	Recording Equipment (Latest telemetry system 508/428XL/Equivalent/Latest). Maximum number of active channels capability of recording, Number of available ground electronics.		05
	Source equipment (detail with make/type/model)		03



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	Refraction/Up hole logging units (detail with make/type/model)		02
	QC & Onsite processing (detail with make/type/model) Detail of hardware for onsite processing Detail of 2D/3D planning, designing & processing software		03
	GPS/Survey equipment & processing software (detail with make/type/model)		04
	HSE Compliance to HSE policy		05
	Miscellaneous equipment Bulldozer, communication/radio equipment, Camp logistic & vehicles		03
6	3rd Party Inspection/Certification for Crew/Equipment/Logistics		10
7	Data Processing at field		2
8	Advanced processing		4
9	Interpretation/Studies		4
10	Training for KPOGCL Professionals	Overseas training = Marks <5=0 ≥5 =4 >10=5	05
		Training in Pakistan =Marks <5=0 ≥5=3 >10=5	05
			10
11	Total Marks (TM)		100



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31. Financial Evaluation Criteria/ (FEC)

Prices/Fees for each of the technical component covering the TORs should be given in the financial proposal. The prices should be inclusive of all taxes and in Pak Rupees. If firm quotes in Dollar, KPOGCL will convert 1\$ equal to 100 PKRs.

Table 2 Pricing Schedule

S #	PAYMENT ITEMS (Amount PKR)		Rates
1.	MOBILIZATION/ DEMOBILIZATION (Lump Sum)	The Lump Sum shall include all cost related to entire project for mobilizing and transporting Contractor's Personnel, equipment, and supplies to the location where service will be performed.	
2	DAY RATES / HOURLY RATES (2D)	Day rate (12 hours per day) / hour rate)	Field experimentation/testing for selection of acquisition parameters (about 3 days for 2D seismic data experimentation)
			Hourly rates shall be applicable during testing at company's request provided that this test program is not covered by turnkey rate.
		Standby Rate (Maximum 2 days)	Force Majeure.
		CONTRACTOR shall be paid daily standby rate for each day when the Contractor's crew is ready and available to perform services, but is prevented	No daily (full day) production due to weather or safety reasons.
		When the contractor is unable to move between the base camp / fly camp and the work site due to law and order situation, or if the movement of the contractor's personnel and equipment is prevented in the program area but not relating to land permitting. The standby Rate shall not be applicable prior to commencement of recording on the 2D seismic program lines. The Standby Rate shall not apply during any period of time when delay is caused by something for which Contractor is responsible.	



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from doing so due
to.

No standby will be applicable against Gazetted / Public
Holidays when crew is not working.



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The Contractor shall provide rates for the 2D and 3D seismic data recording separately for the performance of work according to the parameters proposed by the Company. All the rates should be quoted on a production basis.

All fees / rates quoted are inclusive of all required taxes (except Provincial Sales Tax on services)

3. TURNKEY RATES FOR SEISMIC DATA ACQUISITION

Rates for 2D/3D seismic data acquisition will be provided on separate sheets for Deep Drilling and Pop Shots.

Note: Average rates of the each individual following item (A & B) will be utilized for a financial bid evaluation.

A. Dynamite Source (Deep Drilling)

No. of Holes = 01

	The bidder must quote the rates item wise in their commercial offer						
Depth	Charge (Kg)						
	1	2	4	6	8	10	12
10 m							
12 m							
15 m							
18m							
21 m							
24m							
27m							
30m							
3 x 8m							

B. Dynamite Source (Pop Shots)

No. of Holes =8, 10, 12, Hole Depth = 1.8 m



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Charge / hole = 0.5-1 kg/hole

All the shot holes will be drilled to its required depth and loaded with required charge sizes then all loaded charges in shot holes will be securely tamped with gravel/sand so that energy from the detonation is contained at the base of shot holes.

No charges will be paid for misfire or skipped shots.

C. Vibroseis Source

Peak force 60,000 lbs minimum

No. of Vibrators = 04+01 spare

Sweep frequency will be selected after experiment.

No. of sweeps	Sweep Length (sec)			
	10	12	14	16
4				
8				
12				
16				

Vibrators sweeps must not be missed. Coupling of the base plate (100%) should be firm with the ground. Shots with weak energy due to poor coupling/ missed sweeps will be repeated. Client may ask unsummed sweep data for all or selected shots.

No charges will be paid for misfire or skipped shots, poor coupling and missed sweeps.

4. REFRACTION (WZ) RECORDING

WZ Rates per point should be quoted and to be used for financial evaluation purpose.

Minimum 48 channels recorder or as selected for proper mapping of weathering layer up to 500 meter depth.

5. UPHOLE LOGGING UPTO 100 M DEPTH

Up-hole depth will be determined after experimentation.



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Charges per meter should be quoted

6. CABLE POINTS CHARGES

Cable points are inclusive to turnkey rates

7. LAND / CROP COMPENSATION RATES

The Contractor will be responsible for obtaining all permits from land owners prior to start of surveying for Seismic Data Acquisition program areas and pay all cost incurred for permitting, land surface and sub-surface (shot holes) damage caused by Seismic Data Acquisition and negligent damage caused by Contractor. Turnkey rates Per line km/Sq.km for 2D seismic survey should be quoted.

1. All the taxes applicable at the time of payment will be deducted from payment as per prevailing applicable laws. Requests for Currency fluctuation adjustments shall not be given.

The lowest evaluated Financial Proposal (FL) will be given the maximum financial score of 100 %. The financial bids will be evaluated as follows for respective bidders.

$$FM = 100 \times FL / F$$

Where:

FM	=	Financial Marks
FL	=	Lowest financial bid
F	=	Cost of the proposal under consideration

18. Selection for award

Bidder should be aware that the KPOGCL shall perform a “Best Value Analysis” and the selection for award shall be made to the bidder whose proposal is most advantageous to the KPOGCL, taking into consideration the Technical factors listed above and the total proposed price across all contract periods.

1. Final Evaluation Criteria:



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$$TM \times 0.7 = TTM$$

$$FM \times 0.3 = TFM$$

$$GT = TTM + TFM$$

Where:

TM: Technical Marks

FM: Financial Marks

TTM: Total Technical Marks

TFM: Total Financial Marks

GT: Grand Total

2. The bidder scoring the highest Grand Total will be offered the contract.
3. Bid Submission or extended date as deemed necessary by the Client.

Contractor will submit professionals list, related working experience and completed projects list/details.

Note:

1. The turnkey quotes for different shot pattern should be provided separately.
2. Acquisition Parameters will be finalized after experimentation/testing.
3. Separate prices should be quoted for different No. of Geophone strings/group.
4. Separate prices should be quoted for different fold coverage.
5. Separate prices should be quoted for different Source / Receiver Intervals.
6. Separate prices should be quoted for different pop shots pattern, single deep hole depths, Pattern deep hole depths, charge sizes, Sweep Length and no. of sweeps.
7. Contractor must have necessary equipment to handle river channels, abandoned channels and marshy areas, if required.
8. The line clearance and dozing by the contractor and inclusive of rates.
9. Land compensation by the contractor and inclusive of rates.



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10. Security is Client's responsibility however contractor will provide messing, lodging, transport etc.

19. Proposals Instructions:

All proposals must be sent to:

Mr. Raziuddin (Razi)

Chief Executive Officer (CEO), Khyber Pakhtunkhwa Oil & Gas Company Limited (KPOGCL), 3rd Floor, Ali Towers, Opposite Custom House Main University Road Peshawar, Khyber Pakhtunkhwa, Pakistan.

E-mail: razi.ceo@kpogcl.com.pk, cc: shahan.bacha@kpogcl.com.pk, tariq.scm@kpogcl.com.pk

Tel: +92-333-5380240, +92 300-5001038, +92 91-9216283, +92 91-9216023 Fax: +92 91-9216295

Alternate: +92 3339851785, +92 3331518390

Proposals are due at above Address no Later Than **11:00 A.M. PST**, on 24th July, 2018.

Pre-Bid Meetings: Pre-Bid Meeting will be held at **11:00 am on 25th June, 2018 at KPOGCL Office, 2nd Floor, Meras Plaza, Upper National Bank, E-11/2, Islamabad.**

20. Language, Preparation of Proposal

- a. The Proposal and correspondence exchanged by the Bidder/Contractor and the Client shall be written in English language.
- b. In preparing their Proposal, Bidder/Contractor are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

21. Confidentiality:

1. Any data provided by the Client or which the Bidder/Contractor or its employees have access to, or which they acquire directly or indirectly under this Tender or during the performance of this Tender, shall be deemed Confidential Information. Duplication or disclosure of such Confidential Information by Bidder/Contractor or



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- any one claiming through it without the prior written consent of the Client is strictly prohibited. All Confidential Information shall be the sole property of the Client. The Bidder/Contractor hereby agrees not to disclose said data, information, and any interpretations thereof, or data derivative there from or any information relating to Client's facilities, installations and operations etc to unauthorized parties or person. The obligations under these provisions shall survive the termination or expiry of the Contract.
2. Neither the Bidder/Contractor nor any of its employees shall, except with the prior written consent of the Client, take ground or aerial photographs of the site, rig, installation or existing facilities of the Client.
 3. The Bidder/Contractor further undertakes that it shall not, except with the prior written consent of the Client:
 - a) Make any reference publicly, whether to the press or in books, brochures, internal publications, publicity material, magazines and periodicals or by advertisement through radio, television or films or by any other medium relating to:
 - i. The Contract or its terms and conditions,
 - ii. The nature or extent of Services carried out by the Contractor,
 - iii. The method, materials, or equipment used and personnel employed, or
 - iv. Any other Client information in the possession of the Contractor.
 - b) Disclose or convey any of the matters or information referred to in (i) above to any employees of the Bidder/Contractor not directly concerned with the Contract.

22. Dispute Resolution:

- a) Any and every dispute, difference or question which may arise between the parties out of this agreement or relating to means, operation of this agreement or the breach thereof shall be first settled by the parties by an attempt at amicably settling the dispute through mutual negotiations. In case the disputes, differences



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or questions cannot be settled amicably or satisfactorily by correspondence or by mutual discussion within 15 days after receipt by one party of the other party's request for amicable settlement, it shall be referred to a CEDR (Centre for Dispute Resolution) or any other accredited/trained Mediator.

- b) In case the mediation fails the dispute shall be referred to Arbitration in accordance with the Arbitration Act 1940. Arbitration proceedings shall be held at Peshawar and arbitration award shall be final and binding on the parties.

- d) In case court proceedings are to be commenced over any issue/dispute arising out of or in relation with this contract, courts at Peshawar, Khyber Pakhtunkhwa have the exclusive jurisdiction.



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23. Check list for Equipment

S. No.	Description of Technical Information	Yes	No
1	<p>RECORDING EQUIPMENT</p> <p>Latest telemetry system 508/428XL/Equivalent/Latest Maximum Number of active channels capability of recording Number of available Ground Electronics: Cables Geophone strings 12 No. of geophones per string (SM-24/SG-10 equivalent or better). Down hole Geophones Type of data storage and onsite real time QC system Detail of auxiliary / test equipment Vibrator Control System</p>		
2	<p>SOURCE EQUIPMENT</p> <p>Rigs capable for this project Portable Rigs/ Jack hammers of units available Air compressor rigs/Truck Mounted Mud Rigs / duel system Rigs Vibroseis vibrators with peak force not less than 60,000 pounds, equipped with DGPS system.</p>		
3	<p>REFRACTION / UPHOLE LOGGING UNITS</p> <p>24 Bit Up-hole Logging Unit Geophones Rig with Capacity LVL / Refraction Survey Unit, Geophones Spread Length / Channels LVL processing & Statics calculation software.</p>		



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4	QC & ONSITE PROCESSING seismic data processing Make /model 2D Processing Software/Hardware Vibrosies similarity test System test daily, weekly, monthly test		
5	GPS/SURVEY EQUIPMENT AND PROCESSING SOFTWARE AND HARDWARE		
6	MISCELLANEOUS EQUIPMENT EARTH MOVING MACHINERY Bulldozers etc and supporting vehicles RADIO/ COMMUNICATION EQUIPMENT. VHF Radio Equipment WalkiTalki Internet, Fax, Satellite phone facility. CAMP KIT.		

Note: Contractor will submit full equipment, manpower , labor and logistics list/details selected for full scope of work.



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24. DISCLAIMER BY KPOGCL

This Disclaimer is pertinent to this Document for potential stakeholders.

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Accordingly, KPOGCL shall not be liable for any loss or damage whatsoever arising as a result of any person acting or refraining from acting in reliance or any information, forecast analysis and opinion contained herein.

The recipients of this Information & Documents are expected to carry out their own independent evaluations on the transaction contemplated herein taking into consideration macro-economic variables and other relevant conditions. Further, the recipients of this Information & Document are advised to obtain independent tax, legal, accounting & alike opinions prior to making any decision.



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Declaration by an authorized signatory of the Bidder/firm

I, (Name) _____

(Designation) _____

(Firm's Name) _____

I am an authorized signatory of the Bidding Firm, mentioned in the Technical and Financial proposal and above, I attest that I am competent to sign this declaration and execute this Tender document;

2. I have carefully read and understood all the terms and conditions of the Tender document and undertake to abide to them;

3. The information/ documents furnished along with the Technical & Financial Proposals are true and authentic to the best of my knowledge and belief. I/we, am/ are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of this bid at any stage besides liabilities towards prosecution under appropriate law.

4. I/we understand that Khyber Pakhtunkhwa Oil & Gas Company Limited (KPOGCL) may require further information and we will duly provide that information in the time stipulated by KP OGCL, and that any non-supply of such information would lead to rejection of this bid at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Full name: _____

Date: _____

Seal: _____

NOTE: Please attach the above DECLARATION BY AN AUTHORIZED SIGNATORY OF THE FIRM to the Technical Proposal of this Tender document.



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Annexure- A

Bid bond

KHYBER PAKHTUNKHWA OIL & GAS COMPANY LIMITED

(KPOGCL) 3rd Floor, Ali Towers, Opposite Custom House Main University Road
Peshawar Pakistan

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

Dear Sir,

In consideration of M/s.....

herein after called "THE BIDDER" having submitted the accompanying Bid with reference to Tender number 539 and in consideration of value received from (the Bidder above), we hereby agree to undertake as follows:-

To make unconditional, immediate and forthwith payment of the sum ofupon 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 120 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:

Fails, refuses or delays to execute the Contract in accordance with the instruction to Bidders, or
Fails, refuses or delays to furnish Performance Bond in accordance with the instruction to Bidders.

To accept written demand from you as conclusive, sufficient and final evidence of the existence of a default of non-compliance, breach or default as aforesaid on the part of the BIDDER and to



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make payment immediately and forthwith upon receipt of your FIRST and SIMPLE written demand.

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.

This is an independent and direct obligations guarantee and shall be binding on us and our successor in-interest and shall be irrevocable.

The Guarantor Bank warrants and represents that it is fully authorized, empowered and competent to issue this guarantee.

Yours faithfully,
(BANKERS)



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Annexure B

PERFORMANCE BOND/BANK GUARANTEE

KP Oil & Gas Company Limited,
KPOGCL House, Ali Tower,
University Road, Peshawar.

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

Dear Sir,

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

1. To make unconditional, immediate and forthwith payment to you as called upon of an amount (equivalent to 10% of total contract value in Pak Rupees) on your written FIRST and SIMPLE demand without further recourse, question, query, deferment, contestation or reference to CONTRACTOR or any other person, in the event of default, non-performance or non-fulfillment by CONTRACTOR of his obligations liabilities, responsibilities under the said Contract of which you shall be the sole and absolute judge.
2. To accept written demand from you as conclusive, sufficient and final evidence of the existence of a default or breach as aforesaid on the part of CONTRACTOR and to make payment immediately and forthwith upon receipt of your FIRST and SIMPLE written demand.



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3. To keep this Guarantee in full force and effect from the date hereof until..... from the date of contract execution / mobilization Notice.

4. That no grant of time or other indulgence to, amendment in the terms of the contract by Agreement between the parties, or imposition of Agreement with contractor in respect of the performance of his obligation under and in pursuance of the said Agreement with or without notice to us, shall in any manner discharge of otherwise however affect this Guarantee and our liabilities and commitments there under.

5. This is an independent and direct obligations guarantee and shall be binding on us and our successor in-interest and shall be irrevocable.

6. This Guarantee shall not be affected by any change in the constitution of the Guarantor Bank or the constitution of the Contractor.

7. The Guarantor Bank warrants and represents that it is fully authorized empowered and competent to issue this guarantee.

Authorized Sign for Issuing Bank

Seal of the Bank