

OIL & GAS DEVELOPMENT COMPANY LIMITED OFFICE OF THE MANAGER (SCM) FOREIGN

OGDCL HOUSE, JINNAH AVENUE, ISLAMABAD-PAKISTAN PHONE: 051-92002 3780

Email : ejaz_rizvi@ogdcl.com

Tender # PROC-FA/CB/PROD-4889/769994/2021

Date: 10-08-2021

<u>Subject: - Invitation for bids for hiring of Third Party Pre Shipment Inspection Services of Demulsifier to be procured against the PROC-FA/CB/PROD-4889/769994/2021</u>

Please be advised that OGDCL intends to acquire complete inspection services for the material being procured against the subject Purchase Order.

You are therefore requested to submit your most competitive Techno commercial bid/proposal under single stage one envelope valid for 120 days on or before <u>17-Aug-2021 at 1100 hours</u> in sealed envelope.

The detailed terms & conditions of ITB including, place/address for submission of bid is available at OGDCL website which is an integral part of this Invitation to Bid (ITB).

Complete terms of reference / scope of work, manufacturer's / bidder's contact details and purchase order are attached herewith.

The bid shall be sealed and marked as follows: -

MANAGER (SCM) FOREIGN
SUPPLY CHAIN MANAGEMENT DEPARTMENT
OIL & GAS DEVELOPMENT COMPANY LIMITED
OGDCL HOUSE JINNAH AVENUE,
ISLAMABAD (PAKISTAN)

The envelopes shall also bear the following identification:
BID FOR (As mentioned in the tender notice)
DO NOT OPEN BEFORE (As mentioned in the tender notice)
TENDER NO. PROC-F (As mentioned in the tender notice)

SCOPE OF THIRD PARTY INSPECTION (TPI)

FOR 400 DRUMS OF DEMULSIFIER (HEAVY / WAXY CRUDE OILS)

TERMS OF REFERENCE

Inspection agency will have to fulfill following terms and conditions in connection to Third Party Inspection (TPI) related to Technical aspects of consignment for supply of 400 drums of demulsifier prior to shipment.

- 1. Inspecting firm will authenticate the manufacturing / blending facility of the vendor and ensure it is ISO Certified as per TOR requirements.
- 2. Will ensure Quality Control Procedures adopted during blending.
- 3. Inspection agency will be responsible for sending test / analysis reports collected from blending facility labs to indenting department prior to shipment confirming that the product meets specs of TORs.
- 4. Will carry out physical inspection of the consignment to confirm that:
 - Drums used are brand new and properly sealed.
 - c. Packing is of International standard (Wooden Palletized) for sea & road transportation.
 - b. Drums are clearly marked with Manufacturer Name, Country of Origin, Lot No., Name of the product, Manufacturing / Expiry date.
 - d. Will include clear photographs of shipment reflecting clear markings and exact packing state of the consignment.
- 5. All the above mentioned terms and conditions should be followed in its true letter and spirit failing of which could lead to the rejection of consignment at OGDCL stores.



OIL & GAS DEVELOPMENT COMPANY LIMITED.

Procurement Department

Fax: 051-9209673 & 9209803-7

relex: 5892 OGDC PK & 5867 OGDC PK

Phone: 9218058

Cable: OILGASCORP

PROC-FA/CB/PROD-4889/769994/2021

ro

UNICOH SPECIALTY CHEMICALS CO., LTD

Date:

18-MAY-2021

Supp. No

51005

Address

25, Seoman-ro 46bcon-gil, Nam-gu Pohang-si, Gycongsangbuk-do, South Korca

Subject:

Purchase Order No. PROC-FA/CB/PROD-4889/769994/2021 For Procurement Of DEMULSIFIER (UDM-640H) Again

Dear Sir,

Your Ouotation No. MI(UNICOH)/PROD-4889

| Sr. No. | Description | Index No. | UOM | Qty U | Unit Value & F BY SEA | Total Value C & F BY SEA | Item Type |
|------------|------------------------|-------------|-------|---------------|--------------------------|-----------------------------|--------------|
| 1 | DEMULSIFIER UDM-640H | | | | USD | USD | |
| | DEMOCESTIEN OPINI-040M | 28-03-688-F | Litre | 83280 | 3.0500 | 254,004.00 | S-S |
| | | | | Total: 254,00 | | 254,004.00 | - |
| | | | | USD Two Hu | ndred Fifty Four | Thousand Four Only | |

Indent #

Na & Address of Manufacturer

y Period De. **Country of Origin** Banker's Address

PE&FD/Corr/Demu/0920

M/S UNICOH SPECIALITY CHEMICALS CO., LTD, KOREA 90 DAYS Port of Shipment

REPUBLIC OF KOREA Port of Discharge KEBHANA Bank Pohang Branch, Account # 309-890000-14938

BUSAN

KARACHI SEAPORT

Special Note "Condition of Contract (General/Special) of tende enquiry, should be treated a part of the Purhcase Order". Letter of credit shall be established as per Terms & Conditions attached herewith.

Manager (SCM) Foreign Oil & Gas Development Co.

Islamabad

OTHER TERMS AND CONDITIONS OF THE PURCHASE ORDER TO BE STRICTLY COMPLIED BY THE BENEFICIARY (FOR C&F BY SEA BASIS)

1. CONSIGNEE:

The goods must be consigned to LC establishing bank and notify **Oil & Gas Development Company Limited**, Plot No. 21, West Wharf Road, Karachi. Ph: 021-32313119, 32311108 Fax: 021-32311040 Cell: 0300-8259921 E-mail: abdulwaheed kunbhar@ogdcl.com

2. PACKING:

The Material shall be packed in robust type drums (Plastic or Steel) as per internationally acceptance standards with proper labelling.

Each drum shall contain minimum following information on it:

- Product Name, supplier's name, consignee's name etc.
- Manufacturing and expiry dates.
- Product batch number, Contract details, Port of shipment
- Country of origin.
- Approx. weight of drum in liquid quantity in Ltrs/USG etc.

3. MARKING:

- 3.1 Each drums must bear the Purchase Order No. as Shipping Marks, chemical name, name of manufacturer, Country of Origin and net & gross weight, lot of /batch No. and expiry date. The marks must tally with shipping documents like B/L and manifest there should not be any difference.
- 3.2 In addition to the above mentioned shipping marks, Customer name, P.O. reference and final delivery place along with country of origin will be marked on each pallet.

"There will be an isosceles triangle with or less than six inches side, triangle side marked in black lines, letters "OGDCL" inscribed inside, the letters to be not less than 1½" tall and will be in black. On big packages/boxes/containers, the sides or triangle and letters will be increased appropriately. Underneath the triangle there will be two color code bars in "GREEN" color size six inches in length and 1½" in width. If the above color codes marking is not appropriate/suitable, the sizes and color may be changed".

3.1 Each item of the consignment should also be marked with item # of the Purchase Order.

4. SHIPPING DOCUMENTS.

Shipping documents shall consist of the following:

4.1 Master Bills of Lading on Freight Pre-Paid Basis signed by the carrier or their authorized agent showing clean shipped on board. Freight forwarders, third party, Short form, blank back and House Bills of Lading is not acceptable.

4.2 Detail invoice showing commodity description, quantity, unit/total price, total No. of pallets, etc. containing original signatures.

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Manager (SCM) Foreign Oil & Gas Development Co. Ltd.

4.5 Mill inspection/quality certificate/test report showing analysis (in case of

4.6 Certificate of compliance of the credit terms as per clause No. 2 in respect of

4.7 Insurance declaration. A copy of Fax/email sent to Insurance Co. In compliance to the Clause No. 9.

A Copy of the Fax/email sent in compliance to the Clause No. 6.

4.9 A copy of third party pre-shipment inspection report and duly verified by OGDCL regarding acceptance of material.

INSTRUCTIONS FOR COMPLETING SHIPPING DOCUMENTS:

- The shipping invoice should be marked on top in capital words.
 - Complete, first and last consignment (if all the contractual material is shipped in one lot.)
 - First partial shipment/second partial shipment (and so on). Final and last shipment as the case may if shipments are effected in parts.
- All Invoices should be signed, and must indicate value of the each items total value and also show 'SHIPPING MARKS' as provided in the contract.

SHIPMENT INTIMATION: 6.

The beneficiary within 24-48 working hours of making shipment must sent fax / Email to (1) Dy. Chief Material Officer, Plot No. 21, West Wharf, Karachi, Fax No. 0092-21-2311040, E-mail: abdulwaheed_kunbhar@ogdcl.com (Foreign) Procurement, OGDC House Plot No. 3 (New NO. 3013) F-6/G-6, Blue Area, Jinnah Avenue, Islamabad. Fax No. 0092-51-9244210 & 0092-51-9209803-7, E-mail: ejaz rizvi@ogdcl.com (3) Chief Accountant (Imports) on Fax No. 0092-51-9209803-7, E-mail: farooq_salim@ogdcl.com (4) National Insurance Company 0092-21-99202734 No. sanaullah.shaikh@nicl.com.pk or gulam.akbar@nicl.com.pk or info@nicl.com.pk intimating them the following: -

a) L/C numbers and Contract No.

b) Name of the Ship & Shipping Line.

c) Bill of Lading No. & Date.

d) Total FOB value of the consignment shipped.

e) Port of shipment.

No. of bundles/packages/pieces.

Net and gross weight.

h) Expected time of arrival (ETA) of ship.

SHIPMENT INSTRUCTIONS 7.

- a) The contractor/Supplier/Vendor is requested to ensure that Commercial Invoice / Packing List shall be pasted on the inner side of the door of container for FCL Shipments and on Bundles / pieces etc. for LCL Shipments. Non-Compliance to this instruction may result in heavy penalty imposed by Custom Authorities which shall be recovered from the Contractor/Supplier/Vendor.
- b) Please ensure that in case of CFR/C&F contracts the local charges at Karachi Seaport/Airport must be included in the freight cost.
- The freight forwarders/shipping agents at country of origin must include the corresponding local charges such as delivery order/port handling & container rentals for free time etc. Company shall pay only the wharfage/demurrage charges. They should also ensure that there should

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SYED EJAZ ABBAS RIZV Managary (36 N) Horeign Oil & Gas Development Co. Ltr Islamabad

KARACHI, PAKISTAN. PHONE NO. 0092-21-32311108, 32313119-23 FAX NO. 0092-21-32311040

E-mail: abdulwaheed_kunbhar@ogdcl.com

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c) The shipping documents should be couriered through any reliable courier company at shipper's cost so that the same must be received at least 10 days before arrival of the vessel.

9. INSURANCE:

Insurance from port of shipment/delivery will be covered by openers and declaration shall be made by the beneficiary to Insurance Company i.e. M/S National Insurance Corporation, NIC Building, South Zone, Abbasi Shaheed Road, off Shahra-e-Faisal Road, Karachi (Pakistan). Fax No. 0092-21-9202734 E-mail: sanaullah.shaikh@nicl.com.pk or gulam.akbar@nicl.com.pk or info@nicl.com.pk and Chief Accountant (Imports)/OGDC LTD., email: farooq_salim@ogdcl.com, Fax No. 0092-51-9209803-07 04-05 working days after shipment giving full details of shipment e.g. value of shipment description of material, name of vessel, B/L with date, port of shipment, contract and Letter of Credit Numbers.

- 10. <u>DEMURRAGE DUE TO DELAY IN RECEIPT OF ORIGINAL/NEGOTIABLE DOCUMENT / TRANSSHIPMENT AND SHIPPING LINES AGENTS:</u>
 - 10.1 If clean documents are not negotiated within negotiation period of the L/C or documents are withheld by bank on account of any discrepancy, the demurrage charges, if any incurred due to late negotiation of the clean documents and paid by the OGDC LTD. will be realized from the beneficiary directly by raining debit advice, or by deducting the amount paid from the L/C value or by encashing Performance Bond (if provided) to the extent of demurrage amount. In case the demurrage amount exceeds the value of Performance Bond the balance amount will be payable by the beneficiary.
 - 10.2 Transshipment is totally prohibited under this L/C. The beneficiary must ensure that no transshipment takes place against this L/C, and demurrage paid by OGDC LTD. due to transshipment will be on beneficiary's account.
 - 10.3 Any demurrage paid by OGDC LTD. due to inconsistency in B/L and manifest will be covered from beneficiary.

11. LIQUIDATED DAMAGES.

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

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SYED EJAZ ABBAS RIZVI Mainage ASD Marketing Oil & Gas Development Co. Ltd order/contract/LC and to forfeit the Guarantee (if applicable) after intimating the supplier for such cancellation / forfeiture.

12. AMENDMENT / EXTENSION OF L/C:

The beneficiary will positively confirm shipment of all ordered goods within L/C validity or make request for extension of shipment and negotiation dates at least 15 to 30 days prior to the expiry of L/C. If shipment is not effected within L/C validity or request for extension is not received 15 to 30 days prior to expiry of L/C validity, no request for grant of extension in shipment and negotiation will be entertained under any circumstances. In case of extension in shipment/negotiation period, the beneficiary will be required to extend the validity of his performance bond (if provided) accordingly. All charges on this account will be on beneficiary's account.

- 13. CHARGES FOR L/C ESTABLISHMENT:
 - 13.1 All charges of credit opening bank for credit will be borne by the OGDCL.
 - 13.2 All charges of corresponding bank such as negotiation of documents, adding confirmation to credit etc. will be to the account of beneficiary.
 - 13.3 All charges for amendments/extension in L/C will be to the account of beneficiary.

14. PAYMENT TERM:

Signatory.....

Company Seal.....

The eighty percent (80%) payment will be made against each shipment upon submission of original shipping documents to the LC opening bank, whereas balance twenty percent (20%) payment will be released after receipt, inspection and acceptance of material at OGDCL Base Store Karachi.

Furthermore, payment of balance twenty percent (20%) will be released upon issuance of Acceptance Certificate from OGDCL to L/C beneficiary confirming receipt & acceptance of material along with submission of commercial invoice of remaining value.

| Purchase Order # PROC- PROC- FA/CB/PROD-4889/769994/2021 | Purchase Order Issuance |
|---|--|
| Accepted by: | Authority: Oil & Gas Development |
| Signature | Company Ltd. SYED EJAZ ABBAS Manager (SCM) For |
| Name of the signatory in Block Letters- | Oil & Gas Development Collslamabad |
| Company Title of the | |

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