Annexure - A

Information for 3rd Party Inspection

1	Purchase Order No.	PROC-FB/CB/CB/P&P-4820/770000/2021 Dated: 07-Jul-2021						
2	Amount of Purchase Order	US\$ US\$ 260,637.87 /- (US Dollars Two Hundred Sixty Thousand Six Hundred Thirty Seven & Cents Eighty Seven Only)						
3	Name/address of Manufacturer	M/s Innio Waukesha, 1101 W.St Paul Avenue Waukesha, WI 53188 USA						
4	Name/address of LC Beneficiary	M/s AG Equipment Company, 3401 W. Albany Broken Arrow, OK-74012, USA TEL:+918-250-7386 FAX: +918-250-7392.						
5	Local Agent/Contact person	M/s Global Corporation, 86-L Block-2,P.E.C.H.S, Karachi Tel:021-34311108-9 Mobile:0345-3426126						
6	Description of Material	As per Purchase Order No. PROC-FB/CB/CB/P&P-4820/770000/2021 (SUPPLY OF SPARES FOR WAUKESHA ENGINES)						
7	Scope of Work	As per attachment						

ASAD KHALIQ Sr. Engr. (Mech.)-North-A OGDCL HO, Ext: 2783

3rd part pre-shipment inspection

PROC-FB/CB/P&P-4820/2020

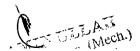
Spares for Waukesha 275GL, L36 GSI & F18SE engines of

Nashpa & Mela plants

Term of Reference/Scope:

The scope of Pre-shipment inspection of the material to be carried out by 3rd party inspection company is outlined below:

- Coordination with OEM/Packager/Supplier for finalizing the date and place of inspection.
- Review the detailed listing (will be provided by OEM/Packager) of the equipment, material, accessories and all other relevant parts being shipped, purchase order and other relevant documents.
- Each package shall contain following information with unwashable paint.
 - a. Oil & Gas Dev elopement Company Ltd. Pakistan
 - b. Contract No:
 - c. L/C No.
 - d. Equipment No.
 - e. Storing and handling instructions for fragile items.
 - f. Gross weight (in metric tons)
 - g. Dimensions (length x width x height)
 - h. Place of origin
- Verify the completeness of the material (Part numbers, Quantity, quality etc) based on the final packaging list provided by OEM/packager.
- Compliance checks for safety standards of transportation/shipment.
- Physical check for any damages.
- Instruction necessary for the storage to maintain integrity of material at site and before setup.
- Quality of exterior paint must be checked and ensured. It should be free of lead and chromates.
- All exterior surfaces except for corrosion resistant material should be coated with rust preventive material.



- All interior surfaces shall be physically checked to ensure that no dust, oil particles, welding spatters and other damaging particles reside there and those surfaces be coated for rust prevention.
- All the threaded openings must be secured with steel plugs and opening beveled for welding shall be secured to prevent entrance of any moisture content or dust.
- Centre of gravity and lifting points be marked clearly on the equipment.
- All the components being shipped separately shall be tagged with item and serial number of the equipment for which it is intended.
- Safety standard should be considered in every step of packaging, delivery and transportation/ shipping.
- Any connections dismantled for shipment purpose shall be matched marked for ease of assembly.
- Preparation of report in the light of above inspection, applicable codes/standards, and clearly identify the acceptable criteria.
- Copies of necessary documentation to be confirmed with material.
- Name plates (where required) to be provided clearly and readable.

The scope covers the minimum requirement and any other check whether visual or procedural required to be confirmed for completeness of the package will be responsibility of 3rdr party. The 3rd party inspector will communicate all the necessary recommendations/observations to OGDCL for final decision for shipment of material.

OGDCL will arrange 3rd party inspection, however, Bidder/supplier of material will facilitate the 3rd party inspector for completion of all necessary steps of inspection at its works/warehouse.





OIL & GAS DEVELOPMENT COMPANY LIMITED SUPPLY CHAIN MANAGEMENT DEPARTMENT OFFICE OF THE MANAGER (SCM) FOREIGN



OGDC HOUSE JINNAH AVENUE, ISLAMABAD – PAKISTAN

PHONE : +92 51 92002 3780 : ejaz_rizvi@ogdcl.com

PROC- FB/CB/P&P-4820/770000/2021

Islamabad The, 7 July, 2021

M/s AG Equipment Company,

3401 W. Albany Broken Arrow, OK-74012,

USA

TEL:+918-250-7386 FAX: +918-250-7393.

Subject:

ISSUANCE OF PURCHASE ORDER

Dear Sir,

Please find enclosed herewith Purchase Order NO. PROC-FB/CB/P&P-4820/770000/2021 for Procurement of Spares for Waukesha Gas Engines. Kindly provide acceptance of purchase order duly signed and stamped within five days from the issuance of this letter along with submission of

2. Letter of Credit shall be established after receipt of acceptance of Purchase Order and original 10% Performance Bank Guarantee. The delivery clock will start from the date of establishment of Letter of Credit.

Best Regards,

(Syed Ejaz/Abbas Rizvi) Manager (SCM) Foreign

Copy to:

- 1. Manager (P&P)
- 2. Manager(MMD)
- 3. C. A (Imports)
- Dy. Chief Material Officer (WW), Karachi 4.
- M/s Global Corporation, Karachi (Local Agent)



OIL & GAS DEVELOPMENT COMPANY LIMITED

Procurement Department

Fax: 051-9209673 & 9209803-7

Telex: 5892 OGDC PK & 5867 OGDC PK

Phone: 9218058

Cable: OILGASCORP

No.

PROC-FB/CB/P&P-4820/770000/2021

Date:

07-JUL-2021

To

AG EQUIPMENT COMPANY

Supp. No

Address

 $3401\ W.\ ALBANY\ BROKEN\ ARROW,\ OK-74012,\ USA\ \ PHONE: +918-250-7386\ \ FAX: \ +918-250-7393\ PHONE\ 918-250-7386$

Subject: Dear Sir,

Purchase Order No. PROC-FB/CB/P&P-4820/770000/2021 For Procurement Of PROCUREMENT OF SPARES FOR WAUKESHA GAS ENGINES OF MELA & NASHPA PLANT. Against Your Quotation No. NIL

Sr. No.	We are pleased to issue purchase order in response to your a Description	Index No.	UOM	Qty Unit Value C & F BY SEA		Total Value C & F BY SEA	
					USD USD		
1	FILTER LUBE OILIP# 199395B IASY ENGINE, GAS "WAUKESHA" MODEL 'VGF36GL'.	04-33-914-F	Number	30	27.0100	810.30	S–S
2	PLUG, SPARKIP# 60999ZI ASY GAS ENGINE, "WAUKESHA", VGF-F18SE, 400BHP, 375 KVA	04-32-211-F	Number	144	26.8600	3,867.84	S–S
3	O-RING (MOTORTECH). P# 296178A ASSY ENGINE, GAS "WAUKESHA" MODEL '16V275GL'.	04-35-591 - F		18	.8500	15.30	S–S
	ELEMENT, AIR FILTER. P# 169180L,169180F,169180R ASY ENGINE, GAS "WAUKESHA" MODEL 'VGF36GL'.			27	53.5900	1,446.93	S–S
5	O-RING. IP# 304745L, IASY ENGINE, GAS "WAUKESHA" MODEL 'VGF36GL'.	04-32-509-F	Number	18	15.0600	271.08	S-S
6	Gasket, Top Flg Carb. IP# 305537CIASY	04-32-526-F	Number	9	18.5300	166.77	S-S
7	EXTENSION, TELESCOPING, ASM. IP# A211797S, A211797K, 211797JIASSY ENGINE, GAS "WAUKESHA" MODEL 'VGFP48GL'.	04-33-987 - F		18	88.5200	1,593.36	S–S
8	KIT, INSERTS, PAPER IP# 495768I ASY ENGINE, GAS "WAUKESHA" MODEL '16V275GL'.	04-32-271-F		3	28.5600	85.68	S–S
9	SENSOR ASSEMBLY, WIDEBAND OXYGEN SENSOR IP# A740132, A740132A, 740132 IASY ENGINE, GAS "WAUKESHA".	04-31-083-F		3	247.6900	743.07	S–S
10	KIT, SEALS P# 495768B ASY ENGINE, GAS "WAUKESHA" MODEL '16V275GL'.	04-32-273-F		6	40.1600	240.96	S–S
	KIT, CUT OFF VALVE MTO IP# 495768AI ASY ENGINE, GAS "WAUKESHA" MODEL '16V275GL'.	04-32-274-F		6	28.2400	169.44	S–S
12	STARTER, MOTOR, ELECTRIC (DELC.O.REMY) IP# 60883CI ASY ENGINE, GAS "WAUKESHA" MODEL '16V275GL'.	04-32-275-F		1	2,144.5700	2,144.57	S–S
13	KIT, OIL OVERHAUL TUNE-UP MTO IP# 495689I ASY ENGINE, GAS "WAUKESHA" MODEL '16V275GL'.	04-32-276-F		3	665.4200	1,996.26	S–S
14	CONSOLE PANEL DRIVE ASSEMBLY MTO IP# 4951311 ASY ENGINE, GAS "WAUKESHA" MODEL '16V275GL'.	04-32-277-F		3	417.7300	1,253.19	S–S
15	KIT, VGF SE SINGLE VALVE OH IP# G-936-1053I ASY ENGINE, GAS "WAUKESHA" MODEL '16V275GL'.	04-32-278-F		18	594.7600	10,705.68	S–S
16 	KIT, VGF SE SINGLE CYL GSKT IP# G–977–75I ASY ENGINE, GAS "WAUKESHA" MODEL '16V275GL'.	04-32-279-F		18	170.0400	3,060.72	S–S
10	STARTER, PUMP AIR/GAS PRELUBE MTO IP# 307267I ASY ENGINE, GAS "WAUKESHA" MODEL '16V275GL'.	04-32-280-F		1	10,448.7400	10,448.74	S–S
18	REGULATOR, BY-PASS WASTEGATE. P# 295645T, 295645N ASY. ENGINE, GAS "WAUKESHA" MODEL 'F3524 GSI'			2	2,340.2300	4,680.46	S–S
19	KIT, WATER PUMP REPAIR IP# G-960-317I ASY ENGINE, GAS "WAUKESHA" MODEL '16V275GL'.	04-32-281-F		3	550.5000	1,651.50	S–S
20	KIT, O/P REPAIR KIT IP# G-980-155I ASY ENGINE, GAS "WAUKESHA MODEL'16V275GL'.			2	2,622.0800	5,244.16	S–S
21	WHEEL GEAR, WATER PUMP DRV IP# 304835CI ASY ENGINE, GAS "WAUKESHA" MODEL '16V275GL'.	04-32-283-F		2	544.2900	1,088.58	S–S
22	KIT, JACKET WATER PUMP KIT IP# G-960-299I ASY ENGINE, GAS "WAUKESHA" MODEL '16V275GL'.	04-32-284-F		3	1,068.4000	3,205.20	S-S
23	VALVE, ASM PISTON JET IP# A304193I ASY ENGINE, GAS "WAUKESHA" MODEL '16V275GL'.	04-32-285-F		3	317.5700	952.71	S-S
24	VALVE, THERMOSTATIC IP# 305446I ASY ENGINE, GAS "WAUKESHA" MODEL '16V275GL'.	04-32-286-F		3	354.8400	1,064.52	S-S
25	THERMOSTAT. P# 208660B,211887E ASY ENGINE, GAS "WAUKESHA".	04-31-077-F		3	30.7100	92.13	S-S
26	REGULATOR, THERMOSTAT 197 DEG F P# 211887F ASY ENGINE, GAS "WAUKESHA" MODEL '16V275GL'.	04-32-287-F		6	29.0400	174.24	S-S
27	TOP OH GSKT ST P# G-979-284 ASY	04-32-540-F	Number	4	1,837.8600	7,351.44	S-S

OGDCL HO, Ext: 2783

SYEE EJAZ ABBAS RIZVI Manager (SCM) Foreign Oil & Gas Development Co. Ltd. Islamabad



OIL & GAS DEVELOPMENT COMPANY LIMITED

Procurement Department

Sr.	Description	Index No.	UOM		04	Y7 '4 Y7 1		
No.		index 140.	COM			Unit Value C&FBY SEA	Total Value C & F BY SEA	Item Type
28	VIT VCE COLOGID VALVE OVVVIII I					USD	USD	J. I.
	KIT VGF GSI/GSID, VALVE OH KIT IP# G-936-1047I ASY ENGINE, G "WAUKESHA" MODEL '16V275GL'.	AS04-32-288-F	Number	١	48	479.8500	23,032.80	S-S
29	TURBO CHARGER, TURBOCHARGER, HI-SPD P# 305996B ASY ENGINE, GAS "WAUKESHA" MODEL '16V275GL'.	04-32-289-F	Number		4	2,799.8900	11,199.56	S-S
30	PLUG, SPARKIP# 60999ZI ASY GAS ENGINE, "WAUKESHA", VGF- F18SE, 400BHP 375 KVA	04-32-211-F			48	26.8600	1,289.28	S-S
31	ELEMENT, AIR FILTER. IP# 169180L,169180F,169180R IASY ENGINE GAS "WAUKESHA" MODEL 'VGF36GL'.	E, 04-32-506-F	Number		8	53.5900	428.72	S-S
32	FILTER LUBE OILIP# 199395B IASY ENGINE, GAS "WAUKESHA" MODEL 'VGF36GL'.	04-33-914-F	Number		12	27.0100	324.12	S-S
33	ELEMENT, PRE-CLEANER, OLD P# PH208349 IP# 208349 IASV	04-32-507-F			8	33,6600	269.28	
34	ENGINE, GAS "WAUKESHA" MODEL 'VGF36GL'. ELEMENT AIR CLEANER. P# 167150,153790 IASSY ENGINE, GAS	04-33-098-F			8			S-S
35	"WAUKESHA" MODEL 'F1199G'. O-RING. P# 304755A ASY ENGINE, GAS "WAUKESHA" MODEL					4.5900	36.72	S-S
36	'VGFP48GL'. SHAFT BUTTERFLY VALVE. IP# 305018F IASY ENGINE,GAS	04-33-782-F			96	4.2500	408.00	S–S
37	"WAUKESHA" MODEL 'VGFP48GL'	04-33-824-F	Number	Luci	8	131.9900	1,055.92	S-S
	BUSHING,B.V SHAFT. IP# 168290A IASY ENGINE,GAS "WAUKESHA" MODEL 'VGFP48GL'.	04-33-822-F	Number	استعاد	16	1.9900	31.84	S-S
38	SEAL IP# 167840 IASY ENGINE,GAS "WAUKESHA" MODEL 'VGFP48GL'.	04-33-823-F		٠ ، د	16	4.9300	78.88	S-S
30	THROTTLE VALVE, HOUSING ASM BUTTERFLY VALVE 3 IN MTO IF B296140JI ASY ENGINE, GAS "WAUKESHA" MODEL '16V275GL'.	P#04-32-290-F	Number	سما	2	793.5400	1,587.08	S-S
4υ	A296140JI ASY ENGINE. GAS "WALKESHA" MODEL '16V275GL'	04-32-291-F	Number		2	793.5400	1,587.08	S-S
41	WATER PUMP KIT. IP# G-960-304 IASSY ENGINE, GAS "WAUKESHA" MODEL '16V275GL'	04-35-556-F	Number		2	3,437.3600	6,874.72	S-S
	OVERHAUL KIT, JW PUMP. IP# G960306IASY ENGINE, GAS "WAUKESHA"	04-35-073-F	Number	Lon.	2	3,741.7300	7,483.46	S-S
43	KIT TOP OH GSKT ST IP# G-979-285I ASY ENGINE, GAS "WAUKESHA" MODEL '16V275GL'.	04-32-292-F	Number	^	2	3,411.7400	6,823.48	S-S
44	GSKT KIT, VALVE OVERHAUL. IP# G-936-1031, G-936-1055 IASSY ENGINE, GAS "WAUKESHA" MODEL '16V275GL'.	04-35-562-F	Number	Var.	24	2,726.9100	65,445.84	S-S
45	GASKET, INTERCOOLER/TURBO IP# 296244CI ASY ENGINE, GAS "WAUKESHA" MODEL '16V275GL'.	04-32-293-F	Number		8	43.9800	351.84	S-S
46	RING-O-RING EXHAUST MANIFOLD IP# 3345035LASY ENGINE GAS	04-32-294-F	Number	L	8	218.1900	1,745.52	S-S
47	"WAUKESHA" MODEL '16V275GL'. GASKET, OUTLET EXHAUST IP# 296248AI ASY ENGINE, GAS	04-32-295-F	Number		4	47.9900		
48	"WAUKESHA" MODEL '16V275GL'. O RING 2.12X2.50X19 VITON IP# 296318LASY ENGINE GAS	04-32-296-F					191.96	S-S
	"WAUKESHA" MODEL '16V275GL'. GASKET INTERCOOLER PLENUM IP# 296254BI ASY ENGINE, GAS				4	26.8600	107.44	S-S
	"WAUKESHA" MODEL '16V275GL'. NBL, LINER, CYLINDER. P# 287230D, 287230C ASSY ENGINE, GAS	04-32-297-F		\$	4	153.1400	612.56	S-S
	WAUNDONA MUDEL 16V2/3(i)/		Number	/	12	2,773.3500	33,280.20	S-S
	TOOL ELEMENT CATALYST MTO IP# 495769I ASY ENGINE, GAS "WAUKESHA" MODEL '16V275GL'.		Number	سا	6	5,295.4100	31,772.46	S-S
	O–RING, 25.8X3.55–N–FPM75. P# 3337273 ASSY ENGINE, GAS "WAUKESHA" MODEL '16V275GL'.	04-35-599-F	Number	~	4	23.5700	94.28	S-S
						Total :	260,637.87	

Indent#

Name & Address of Manufacturer

Delivery Period Country of Origin

Banker's Address

Special Note

NOF/M/211/20

M/S INNIO WAUKESHA, USA

12-14 WEEKS

USA

Port of Shipment

ANY USA SEA PORT

SWIFT NO. ARVTUS44.

USA Port of Discharge KARACHI SEA PORT ARVEST BANK 502 S MAIN MALL TULSA, OK 74013, ABA ROUTING NO. 082900872–1005316, A/C # 1005316, TENEDER DOCUMENT/SOR, TECHNICAL , FINANCIAL BID AND RESPECTIVE ALL CLARIFICATIONS MAKE INTEGRAL PART OF THIS PURCHASE ORDER.

"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. Ltd Islamabad

OTHER TERMS AND CONDITIONS OF THE PO/LC TO BE STRICTLY COMPLIED BY THE BENEFICIARY

(CFR Karachi Basis)

1. **CONSIGNEE**:

The goods must be consigned to the L/C establishing bank and notify party Oil & Gas Development Company Ltd. (OGDCL), Plot No. 21, OGDCL Warehouse, West Wharf Road, Karachi. Telephone No. 021-32311108, 32313119, Fax No. 021-32311040, E-mail: abdulwaheed_kunbhar@ogdcl.com

2. PACKING:

The Packing of the merchandise must conform to the International Standards and the packing list along-with Commercial Invoice must be placed inside the container without fail.

3. MARKING:

- 3.1 All Packages/boxes must bear the Purchase Order No. as Shipping Marks, Country of Origin and Weight in Kilograms (Gross/Net). The marks must tally with shipping documents like Bill of Lading (B/L) and manifest there should not be any difference.
- 3.2 In addition to the above mentioned shipping marks, the following procedure of color code marking is to be adopted / made on each side of the package/box/container while dispatching the material: -

"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".

3.3 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 Original Clean Master Bill 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 Bill of Lading is not acceptable.
- 4.2 Detail invoice showing commodity description, quantity, unit/total price, total No. of packages, etc. containing original signatures.
- 4.3 Packing List, (Showing total number of packages, gross/net weight & measurement and Box No. in case of more than one boxes such as Box No. 1/10, 2/1010/10 and so on and detail of equipment in each box.
- 4.4 Certificate of origin.
- 4.5 Mill inspection/quality certificate/test report showing analysis (in case of chemicals only)
- 4.6 Certificate of compliance of the credit terms as per clause No. 2 in respect of Packing.
- 4.7 Insurance declaration. A copy of Fax OR E-mail sent to Insurance Company in compliance to the Clause No. 9 hereunder.
- 4.8 Copy of E-mail sent in compliance to the Clause No. 6.1 hereunder.
- 4.9 A copy of pre-shipment third party inspection report issued by third party inspector duly accepted / verified by OGDCL prior to shipment.

5. <u>INSTRUCTIONS FOR COMPLETING SHIPPING DOCUMENTS:</u>

- 5.1 The shipping invoice should be marked on top in capital words.
- a) Complete, first and last consignment (if all the contractual material is shipped in one lot.)
- b) First partial shipment/second partial shipment (and so on). Final and last shipment as the case may if shipments are effected in parts.
- 5.2 All Invoices should be signed, and must indicate value of each items total value and also show 'SHIPPING MARKS' as provided in the contract.
- 5.3 All containers of cargo must carry copy of invoice. A compliance certificate in this regard shall be provided along with the shipping documents. In case of noncompliance the beneficiary shall pay the penalty imposed by the Custom Authority.

6. **SHIPMENT INTIMATION:**

6.1 The beneficiary within 24-48 hours of making shipment must send fax OR E-mail to (1) Dy. Chief Material Officer, Plot No. 21, West Wharf, Karachi, Fax No. 0092-21-2311040, E-mail: abdulwaheed_kunbhar@ogdcl.com (2) Manager (Foreign) Procurement, OGDCL House Plot No. 3 (New NO. 3013)F-6/G6, Blue Area, Jinnah Avenue, Islamabad. Fax No. 0092-51-9244210 & 0092-051-9209803-7, E-mail: ejaz_rizvi@ogdcl.com (3) Manager Accounts (Imports) on Fax No. 0092-51-9209803-7, E-mail: imtiaz_sherazi@ogdcl.com (4) National Insurance Company Limited, Karachi on FAX No. 0092-21-99202734 OR E-mail: "sanaullah.shaikh@nicl.com.pk" OR <a href="mailto:gulam.akbar@nicl.com.pk", OR <a href="mailto:gulam.akbar@nicl.com.pk", OR gulam.akbar@nicl.com.pk", OR <a href="mailto:gulam.akbar@nicl.com.pk", OR <a href="mailto:gulam.akbar@nicl.com.pk", OR gulam.akbar@nicl.com.pk", OR <a href="mailto:gulam.akbar@nicl.com.pk", OR <a href="mailto:gulam.akbar@nicl.com.pk", OR gulam.akbar@nicl.com.pk", OR <a href="mailto:gulam.akbar@nicl.com.pk", OR gulam.akbar@nicl.com.pk", OR <a href="mailto:gulam.akbar@nicl.com.pk", OR gulam.akbar@nicl.com.pk", OR gulam.akbar@nicl.com.pk



- a) L/C numbers and Purchase Order / Contract No.
- b) Name of the Ship & Shipping Line.
- c) Bill of Lading No. & Date.
- d) Total CFR value of the consignment shipped.
- e) Port of shipment.
- f) No. of boxes/packages/pieces.
- g) Net and gross weight.
- h) Expected time of arrival (ETA) of ship.

7. SHIPMENT INSTRUCTIONS

- 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 Boxes / Crates / Cartons etc. for LCL Shipments. Non-Compliance to this instruction may result in penalty imposed by Custom Authorities which shall be recovered from the Contractor/Supplier/Vendor.
- b) Please ensure that in case of CFR purchase order / contracts the local charges at Karachi Seaport/Airport must be included in the freight cost.
- c) 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 be only one local agent of the shipping company who should handle such matters. In case OGDCL had to pay such charges, it shall be recovered from the contractor.

8. <u>INSTRUCTION REGARDING TRANSMISSION/NEGOTIATION OF SHIPPING DOCUMENTS</u>

8.1 ORIGINAL NEGOTIABLE DOCUMENTS:

- a) The beneficiary immediately upon making shipment(s) should negotiate the original clean shipping documents free from any discrepancy with negotiating bank as indicated in the L/C.
- b) If clean documents free from any discrepancy are not negotiated within negotiation period mentioned in the L/C, or if the documents are withheld by the Bank on account of any discrepancy whatsoever the demurrage or financial impact if any incurred due to late negotiation of clean documents will be on beneficiary's account.
- c) Original/negotiable documents must contain at least four sets of the shipping documents mentioned under Clause No. 5 above.
- d) The original shipping documents should be dispatched through courier service by the negotiating bank at the beneficiary's cost within 24-48 hours after receipt from the beneficiary.
- e) The discrepant documents with minor discrepancies will be accepted subject to the consent of Procurement Department to facilitate prompt clearance of the consignment on the condition that demurrage, if any due to the discrepancies reported by L/C opening bank will be on beneficiary account.

8.2 **NON-NEGOTIABLE DOCUMENTS:**

a) Complete sets of non-negotiable shipping documents along with one set of Parts Catalogue, Brochures, Technical Literature must be dispatched OR E-mailed to the Manager (SCM) Foreign at the following address immediately upon shipment is effected: -

MANAGER (SCM) FOREIGN
OIL & GAS DEVELOPMENT COMPANY LIMITED
OGDC HOUSE, PLOT NO. 3 (NEW NO. 3013),
F-6/G-6, BLUE AREA, JINNAH AVENUE,
ISLAMABAD, PAKISTAN.
PHONE NO. 0092-51-92002 3652
E-mail: ejaz_rizvi@ogdcl.com

b) Complete sets of non-negotiable shipping documents must be dispatched OR E-mailed to Dy. Chief Material Officer at the following address immediately upon shipment is effected: -

DYPUTY CHIEF MATERIAL OFFICER,

OIL & GAS DEVELOPMENT COMPANY LIMITED,

PLOT NO. 21, WEST WHARF ROAD, KARACHI, PAKISTAN.

PHONE NO. 0092-21-2311108, 2313119-23 & FAX NO. 0092-21-2311040,E-mail: abdulwaheed_kunbhar@ogdcl.com

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 Company Limited, NICL Building, South Zone, Abbasi Shaheed Road, off Shahra-e-Faisal Road, Karachi (Pakistan). Fax No. 0092-21-99202734 or E-mail: "sanaullah.shaikh@nicl.com.pk" OR gulam.akbar@nicl.com.pk, OR info@nicl.com.pk and Manager (Accounts) /OGDC LTD., Fax No. 0092-51-9209803-07 or E-mail: imtiaz sherazi@ogdcl.com immediately 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>

- 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 OGDCL. will be realized from the beneficiary directly by raising debit advice, or by deducting the amount paid from the L/C value or by encashing Performance Bond (where applicable) 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.
- 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 OGDCL due to transshipment will be on beneficiary's account.
- 10.3 Any demurrage paid by OGDCL due to inconsistency in B/L and manifest will be recovered 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 the control of the contractor and the contractor has not intentionally or negligently contributed in the delay, the Purchaser may impose Liquidated Damages for not more than a sum equivalent to 0.5% of the delayed 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 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 (where applicable) 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.
- 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 TERMS:**

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

Accepted by: Signature Name of the signatory in Block Letters..... Company Title of the Signatory..... Company Seal.....

SYED EJAZABBAS O O D D D Manager (SCM) Foreig Oil & Gas Development Cc IsRumabase Order Issuance Authority:

Oil & Gas Development Company Ltd.