

Procurement of Overhauling Spares for Mud Pumps (CONTINENTAL EMSCO Model FB-1600).

Terms & Conditions for Bidders and Scope of Work for Pre-shipment Third Party Inspection.

SCOPE OF WORK (S.O.W) FOR THIRD PARTY PRE-SHIPMENT INSPECTION OF OVERHAULING SPARES FOR MUD PUMPS (CONTINENTAL EMSCO FB-1600)

SUPPLIER	Complete Name & Business/ Warehouse address of the supplier to be inserted
Local Representative	Complete Name & Business address of the supplier's local representative to be inserted
PURCHASER	Oil & Gas Development Company Ltd., OGDCL Head Office, Blue Area, Islamabad, 44000, Pakistan. Ph. +92 51 920 022 144 Fax: +92 51 921 5090 E-mail: lrshad_muhammad@ogdcl.com

1. BACKGROUND:

Oil & Gas Development Company Limited (OGDCL), Pakistan is engaged in procurement of spares for overhauling of mud pumps (Ex-EMSCO model FB-1600). OGDCL intends to carry out pre-shipment third party inspection (TPI) of these items at the supplier's premises/ warehouse. OGDCL will accept these items only after the third party inspection agency (TPIA) confirms that the spares, standards of manufacture and documentation are as per tender/ contract specifications. Scope of work (S.o.W) for this inspection job is given below.

2. MANUFACTURER/ SUPPLIER SCOPE

Supplier will intimate two weeks in advance (before packing for shipment) for the said inspection and will extend full cooperation to third party inspectors. All arrangements for TPI will be supplier's responsibility. Skilled and un-skilled manpower required for inspection will be provided by the supplier. All relevant QA/QC certificates, test reports, certificate of origin & compliance and warranty in original will be made available by the supplier to inspector for examination and a copy of the same to be provided to inspector for record.

3. SCOPE OF WORK.

TPIA will carry out the required inspection according to the scope of work including but not limited to the following terms of reference.

3.1 TPIA will certify that the mud pump spares to be supplied by the supplier are

3.1.1 As per technical specifications, quantity and part numbers given in the purchase order.

3.1.2 Newly manufactured, unused, not remanufactured and free from defects in material and workmanship.

3.1.3 Boxed and packed in a compact manner to ensure safe handling and transportation during shipment

3.2 TPIA has to examine the original "certificate of origin & compliance" and "OEM/manufacture warranty" for authenticity. TPIA will make the original documents part of the final inspection report.

3.3 TPIA has to clearly mention Name of manufacturer, Make (country of manufacturer), Type/ Model No., Arrangement Number., Serial Number, Capacity/ Rating, Year of Manufacture as inspected for each item (where applicable).

also
for
ES

TPI
Page 4 of 5
Scope of
work 6

Procurement of Overhauling Spares for Mud Pumps (CONTINENTAL EMSCO Model FB-1600).

Terms & Conditions for Bidders and Scope of Work for Pre-shipment Third Party Inspection.

- 3.4 TPIA will notify clear acceptance/ rejection of items and clear remarks for rejection (if any) must be notified against each item.
- 3.5 TPIA will identify and record non-conformances against tender/ contract specifications and will assist in managing the corrective action to close out the subject.
- 3.6 TPIA has to scrutinize the inspection certificates, QA/QC certificates, test reports and other documents already available with and provided by the supplier for respective items to verify their authenticity/ correctness and effectiveness.
- 3.7 Third Party Inspector(s) will at all times during the inspection, maintain a close coordination with OGDCL.
- 3.8 Format of TPIA inspection certificates/ reports may be tailored to accommodate the required information.
- 3.9 OGDCL will accept the material only after the TPIA submits to OGDCL a clear acceptance of the material, standards of manufacture and documentation as per contract specifications.
- 3.10 Flash report of the inspection to be provided within one day of completion of the inspection.
- 3.11 Original inspection reports (pre-shipment & post-delivery) and its copies in hard format (01 set each) with all associated certificates/ test reports/ pictures/ lists/statements etc. and original "certificate of origin & compliance" placed in suitable document folder(s) are to be submitted by the Third Party Inspection Agency to Manager (SCM)-Foreign Procurement, OGDCL.
- 3.12 Payment shall be made to the inspection agency after comprehensive acceptance/ verification of Third Party Inspection Report by OGDCL.

Annexure – A**Information for 3rd Party Inspection against Purchase Order No. PROC-FA/CB/RMD/PUMP-5087/770244/2022 for Procurement of SPARES FOR MOH OF 04 NOS OF CONTINENTAL EMSCO MUD PUMPS MODEL FB-1600**

1	Purchase Order No.	PROC-FA/CB/RMD/PUMP-5087/770244/2022 Dated: 17-JUNE-2022
2	Amount of Purchase Order	USD 450,510/81
3	Name/address of Manufacturer	M/s Bronco Manufacturing LLC., 4953 South 48th West Avenue, Tulsa, Oklahoma, 74107-7202, USA
4	Name/address of LC Beneficiary	M/s Bronco Manufacturing LLC., 4953 South 48th West Avenue, Tulsa, Oklahoma, 74107-7202, USA
5	Local Agent / Contact Person	Masood Ahmed Khan, Manager, Bronco Middle East Warehouse FZS1-AK06, P.O. Box: 263249 South-1, Jabel Ali Free Zone, Dubai, U.A.E Tel. 009714-8808098 Fax 009714-8870435 Cell 00971-50-7526856
6	Inspection Location & Address:	USA (either Houston, Texas or Tulsa, Oklohama)
7	Description of Material	SPARES FOR MOH OF 04 NOS OF CONTINENTAL EMSCO MUD PUMPS MODEL FB-1600
8	Scope of Work	As per attachment

OIL & GAS DEVELOPMENT COMPANY LIMITED
Procurement Department

Fax : 051-9200, 9209803-7
Telex : 5692 OG K & 5867 OGDC PK

Phone : 9218058
Cable : OILGASCORP

No. PROC-FA/CB/RMD/PUMP-5087/770244/2022
To BRONCO MANUFACTURING LLC.
Supp. No 34869
Address 4953 SOUTH 48th WEST AVENUE TULSA, OKLAHOMA, 74107-7202 USA
OKLAHOMA

Date : 30-MAY 2022

Subject: **Purchase Order No. PROC-FA/CB/RMD/PUMP-5087/770244/2022 For Procurement Of SPARES FOR CONTINENTAL EMSCO MUD PUMPS Against Your Quotation No. Q0962421**

Dear Sir, We are pleased to issue purchase order in response to your above cited bid as detailed below :-

Sr. No.	Description	Index No.	UOM	Qty	Unit Value C & F BY SEA USD	Total Value C & F BY SEA USD	Item Type
1	SHAFT, PINION, I/P# 6316-0027-00 I/ASSY SLUSH PUMP, "EMSCO" FA/FB-1600"	07-01-142-F	Number	2	21,619.5000	43,239.00	S S
2	RING, OIL SEAL WEAR I/P# 6301-0002-00 I/ASSY SLUSH PUMP, "EMSCO" FA/FB-1600"	07-01-090-F	Number	8	253.7500	2,030.00	S S
3	CARRIER, PINION BEARING I/P# 6317-0024-00 I/ASSY SLUSH PUMP, "EMSCO" FA/FB-1600"	07-01-143-F	Number	8	1,177.4000	9,419.20	S-S
4	GASKET, PINION BRG CARRIER, I/P# 7502-0840-00, I/ASSY DRAWWORKS EMSCO MODEL C-2 & C-3, TYPE-II OR ASSY SLUSH PUMP, "EMSCO" FA/FB 1600"	05-04-813-F	Number	8	16.2400	129.92	S S
5	CARRIER, OIL SEAL, I/P# 0-6317-0023-00 I/ASSY SLUSH PUMP, "EMSCO" FA/FB-1600"	07-01-129-F	Number	5	1,035.3000	5,176.50	S S
6	GASKET, OIL SEAL CARRIER I/P# 7502-0841-00, I/ASSY DRAWWORKS EMSCO MODEL C-2 & C-3, TYPE-II OR ASSY SLUSH PUMP, "EMSCO" FA/FB-1600"	05-04-814-F	Number	8	18.2700	146.16	S S
7	WASHER, 7/8" LOCK I/P# 7601-1320-19 I/ASSY SWIVEL EMSCO MODEL-650 OR SLUSH PUMP, "EMSCO" FA/FB-1600"	12-01-008-F	Number	64	.5100	32.64	S S
8	WASHER, 1/2" LOCK (7619050) (NATIONAL), INA1948 (OWI) I/P# 7601-1320-16, I/ASSY DRAWWORK EMSCO MODEL C-2 TYPE-II OR ASSY SLUSH PUMP, "EMSCO" FA/FB-1600"	05-01-504-F	Number	48	.5100	24.48	S-S
9	SEAL, OIL, I/P# 7602-2131-18 I/ASSY DRAWWORK EMSCO MODEL C-2 TYPE-II OR ASSY SLUSH PUMP, "EMSCO" FA/FB 1600"	05-01-065-F	Number	6	137.0300	822.18	S-S
10	BEARING, PINION SHAFT I/P# 0-7602-0212-67 I/ASSY SLUSH PUMP, "EMSCO" FA/FB-1600"	07-01-059-F	Number	6	1,522.5000	9,135.00	S S
11	KEY I/P# 7504-7501-00 I/ASSY SLUSH PUMP, "EMSCO" FA/FB-1600"	07-01-284-F	Number	8	81.2000	649.60	S S
12	STRAP, ECCENTRIC I/P# 0-6316-0023-00 I/ASSY SLUSH PUMP, "EMSCO" FA/FB-1600"	07-01-149-F	Number	12	8,779.7500	105,357.00	S S
13	GEAR, ECCENTRIC RING, I/P# 0-6316-0030-00 I/ASSY SLUSH PUMP, "EMSCO" FA/FB-1600"	07-01-146-F	Number	2	21,974.7500	43,949.50	S-S
14	GASKET, MAIN BEARING COVER, I/P# 0-6316-0049-00, I/ASSY SLUSH PUMP, "EMSCO" FA/FB-1600"	07-01-095-F	Number	8	121.8000	974.40	S S
15	RETAINER, MAIN BEARING INNER RACE I/P# 0-6316-0031-00 I/ASSY SLUSH PUMP, "EMSCO" FA/FB-1600"	07-01-237-F	Number	2	253.7500	507.50	S S
16	CARRIER, BEARING (LEFT), I/P# 0-6316-0037-00 I/ASSY SLUSH PUMP, "EMSCO" FA/FB-1600"	07-01-147-F	Number	4	2,639.0000	10,556.00	S S
17	CARRIER, BEARING (RIGHT), I/P# 0-6316-0288-00 I/ASSY SLUSH PUMP, "EMSCO" FA/FB-1600"	07-01-156-F	Number	4	2,030.0000	8,120.00	S S
18	SPACER, MAIN BEARING I/P# 0-6316-0091-00 I/ASSY SLUSH PUMP, "EMSCO" FA/FB-1600"	07-01-238-F	Number	6	456.7500	2,740.50	S S
19	BEARING, ECCENTRIC I/P# 0-7602-0212-68 I/ASSY SLUSH PUMP, "EMSCO" FA/FB-1600"	07-01-066-F	Number	12	6,638.1000	79,657.20	S S
20	BEARING, MAIN I/P# 0-7602-0201-37, I/ASSY SLUSH PUMP, "EMSCO" FA/FB-1600"	07-01-039-F	Number	6	3,496.6800	20,980.08	S S
21	WIRE, 1/16" DIA. x 80FT. LONG SOFT IRON, LONG I/P# 0-7602-5289-60 I/ASSY SLUSH PUMP, "EMSCO" FA/FB-1600"	07-01-240-F	Number	3	20.3000	60.90	S S
22	WIRE, 11GA. x 5FT. LONG SOFT IRON I/P# 0-7602-5200-60 I/ASSY SLUSH PUMP, "EMSCO" FA/FB-1600"	07-01-241-F	Number	2	3.0500	6.10	S S
23	"O"-RING, (OUTER), I/P# 7602-1601-22, 7602-1610-22, I/ASSY SLUSH PUMP, "EMSCO" FA/FB-1600"	07-01-072-F	Number	12	2.0300	24.36	S S
24	EXTENSION, CROSSHEAD I/P# 6316-0028-00 (07913077), I/ASSY SLUSH PUMP, "EMSCO" FA/FB-1600"	07-01-025-F	Number	12	710.5000	8,526.00	S S
25	PIN, CROSSHEAD I/P# 0-6316-0087-00, I/ASSY SLUSH PUMP, "EMSCO" FA/FB-1600"	07-01-098-F	Number	12	730.8000	8,769.60	S S

Vetted.
Atta Ullah Khan
Dy. Chief Engineer (R&M)
Oil & Gas Development Co. Ltd.
Islamabad
11/6/22

STEFAN
08 & 68



OIL & GAS DEVELOPMENT COMPANY LIMITED
Procurement Department

Sr. No.	Description	Index No.	UOM	Qty	Unit Value C & F BY SEA USD	Total Value C & F BY SEA USD	Item Type
26	BEARING, CROSSHEAD IP# 0-6301-0038-00, ASSY SLUSH PUMP, EMSCO FA/FB-1600	07-01-086-F	Number	12	1,730.5800	20,766.96	S S
27	CROSSHEAD. IP# 0-6316-0022-00, ASSY SLUSH PUMP, "EMSCO" FA/FB-1600	07-01-052-F	Number	12	2,943.5000	35,322.00	S S
28	GUIDE ASSEMBLY, UPPER CROSSHEAD. IP# 6316-0181-00, 6316-0687-00 ASSY SLUSH PUMP, EMSCO FA/FB-1600	07-01-004-F	Number	9	1,009.9300	9,089.37	S S
29	GUIDE ASSEMBLY, LOWER CROSSHEAD. IP# 0-6316-0182-00, 0-6316-0688-00 ASSY SLUSH PUMP, EMSCO - FA/FB-1600	07-01-005-F	Number	9	1,009.9300	9,089.37	S S
30	SEAL, SINGLE LIP OIL IP# 7602-2131-47 ASSY SLUSH PUMP, "EMSCO" FA/FB-1600	07-01-073-F	Number	30	40.6000	1,218.00	S S
31	O-RING. IP# 7817600438, 7602-1600-39, ASSY SLUSH PUMP, "EMSCO" FA/FB-1600	07-01-071-F	Number	8	2.0300	16.24	S-S
32	SPRING, DIAPHRAGM STUFFING BOX IP# 0-6397-0548-00, ASSY SLUSH PUMP, "EMSCO" FA/FB-1600	07-01-056-F	Number	9	21.3200	191.88	S S
33	SEAL, DOUBLE LIP OIL. IP# 0-7602-2132-76 ASSY SLUSH PUMP, "EMSCO" FA/FB-1600	07-01-074-F	Number	30	31.4700	944.10	S S
34	SPRING, DIAPHRAGM STUFFING BOX LOCK IP# 0-6397-0546-00, ASSY SLUSH PUMP, "EMSCO" FA/FB-1600	07-01-057-F	Number	10	18.2700	182.70	S S
35	PUMP WITHOUT RELIEF VALVE, OIL. IP# 0-7602-1830-82, ASSY SLUSH PUMP, "EMSCO" FA/FB-1600	07-01-202-F	Number	2	456.2100	912.42	S S
36	GEAR, OIL PUMP IP# 0-6319-0094-00 ASSY SLUSH PUMP, "EMSCO" FA/FB-1600	07-01-177-F	Number	3	355.2500	1,065.75	S S
37	PUMP, CHAIN OILER GEAR BRAW & SHARP WITH RELIEF VALVE. IP# 7602-1840-48, ASSY SLUSH PUMP, "EMSCO" FA/FB-1600	07-01-133-F	Number	4	507.5000	2,030.00	S-S
38	FILTER MARVEL. IP# 7602-1070-04, ASSY SLUSH PUMP, "EMSCO" FA/FB-1600	07-01-128-F	Number	4	370.4800	1,481.92	S S
39	GASKET, DOOR IP# 6316-0127-00 ASSY SLUSH PUMP, "EMSCO" FA/FB-1600	07-01-136-F	Number	4	30.4500	121.80	S S
40	GASKET, GEAR CASE COVER. IP# 7602-5940-19 ASSY SLUSH PUMP, "EMSCO" FA/FB-1600	07-01-134-F	Number	4	40.6000	162.40	S S
41	GASKET, INSPECTION DOOR. IP# 7502-0103-00 ASSY SLUSH PUMP, "EMSCO" FA/FB-1600	07-01-135-F	Number	8	32.4800	259.84	S-S
42	VALVE, SHEAR RELIEF "EMSCO" 3" 105-387 KG/CM2. IP# 133050, 6923-0016-00, ASY VALVE, SHEAR RELIEF "EMSCO" FA/FB-1600	07-35-001-F	Number	4	1,624.0000	6,496.00	S S
43	CAPSCREW, 3/8" - 16 X 0.88 LG, HEX HEAD. IP# 7601-0330-29 ASY MUD PUMP "EMSCO" FA/FB-1600	07-01-285-F	Number	48	2.500	12.00	S S
44	CAPSCREW, 5/8" - 11 X 1-1/2" LG, HEX HEAD. IP# 7601-0330-76 ASY MUD PUMP "EMSCO" FA/FB-1600	07-01-286-F	Number	112	1.0200	114.24	S-S
Total :						450,510.81	

USD Four Hundred Fifty Thousand Five Hundred Ten And Point Eighty One Only

Indent #	M(RMP)/2021/05	Port of Shipment	USA
Name & Address of Manufacturer	BRONCO MANUFACTURING LLC, USA	Port of Discharge	KARACHI SEA PORT
Delivery Period	180 DAYS		
Country of Origin	USA		
Banker's Address	DNB BANK ASA, NEW YORK, NY 10166-0396, ACCOUNT # 15524001, ABA: 021000018, SWIFT: DNBBAUS33		

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

Verified
[Signature]
07/06/22
Atta Ullah Khan
Dy. Chief Engineer (R&D)
Oil & Gas Development Co. Ltd.
Islamabad

[Signature]
17/06/2022
MANAGER (SCM) FOREIGN
[Signature]
SYED EMRAN RAS RIZVI
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 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, 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 Certificate of compliance of the credit terms as per clause No. 2 in respect of Packing.
 - 4.6 Insurance declaration. A copy of Fax OR E-mail sent to Insurance Company in compliance to the Clause No. 9 hereunder.
 - 4.7 Copy of E-mail sent in compliance to the Clause No. 6.1 hereunder.
 - 4.8 A copy of pre-shipment third party inspection report issued by third party inspector duly accepted / verified by OGDCL prior to shipment.
5. **INSTRUCTIONS FOR COMPLETING SHIPPING DOCUMENTS:**
 - 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: imtiazeherazi@ogdcl.com (4) National Insurance Company Limited, Karachi on Fax No. 0092-21-99202734 OR E-mail: sanaullah.shalkh@nicl.com.pk OR gulam.akbar@nicl.com.pk, OR info@nicl.com.pk intimating them the following:

OGDCL
Oil & Gas Development Company Ltd.
Karachi

1

PROC-FA/CB/RMD/PUMP-50877/770244/2022

- 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. **INSTRUCTION REGARDING TRANSMISSION/NEGOTIATION OF SHIPPING DOCUMENTS**

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.

SYED ABUL WAHEED KUNBHAR
Dy. Chief Material Officer
OGDC House, Plot No. 21, West Wharf Road, Karachi, Pakistan



PROC-FA/CB/RMD/PUMP-50877/770244/2022

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 Shakra-e-Faisal Road, Karachi (Pakistan). Fax No. 0092-21-99202734 or E-mail: "sanullah.shahkh@nicl.com.pk" OR ulam.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. **DEMURRAGE DUE TO DELAY IN RECEIPT OF ORIGINAL / NEGOTIABLE DOCUMENT / TRANSSHIPMENT AND SHIPPING LINES AGENTS:**

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 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.

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 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.

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 TERMS:**

14.1 **FOR ORDER VALUE MORE THAN US\$ 200,000:**

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.

14.2 **FOR ORDER VALUE LESS THAN OR EQUAL TO US\$ 200,000:**

The seventy percent (70%) payment will be made against each shipment upon submission of original shipping documents to the LC opening bank, whereas balance thirty percent (30%) payment will be released after receipt, inspection and acceptance

PROC-FA/CB/RMD/PUMP-50877/770244/2022

of material at OGDCL Stores. Furthermore, payment of balance thirty percent (30%) 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.

14.3 Payment to Chinese companies shall be made in Renminbi. If prices are quoted in any other currency the order shall be placed in equivalent to Renminbi. Bid prices will be converted to the Renminbi at the selling exchange rate officially prescribed by State Bank of Pakistan for similar transaction on the date of opening of bids specified in the tender notice.


Purchase Order # PROC-FA/CB/RMD/PUMP-5087/770244/2022
Accepted by:

Signature

Name of the signatory in Block Letters.....

Company Title of the Signatory.....

Company Seal.....

 17/06/2022
Purchase Order Issuance Authority:
Oil & Gas Development Company Ltd.



STC
01/06/2022
Oil & Gas Development Company Ltd.