

**Information for 3rd Party Inspection against Purchase Order No.
PROC-FA/CB/WS-5119/770242/2022 for Procurement of API Bentonite**

1	Purchase Order No.	PROC-FA/CB/WS-5119/770242/2022 Dated: 19-May-2021
2	Amount of Purchase Order	US \$ 343,800/-
3	Name/address of Manufacturer	As per PO
4	Name/address of LC Beneficiary	As per PO
5	Local Agent / Contact Person	M/s A.R. International Trading (Pvt) Ltd Suite # 106 Block # 106 Royal Centre Fazl-e-Haq Road Blue Area Islamabad Pakistan Tel: +92-51-2348151; +92-51-2278097 0301-8375125 Email: ali.haider@arint.com.pk
6	Inspection Location & Address:	Sohar Advanced Chemicals LLC Plot # 630, Sohar Industrial Area, Phase VI, Sohar, Sultanate of Oman Contact: +968 94107174
7	Description of Material	As per Purchase Order No. PROC-FA/CB/WS-5119/770242/2022 (copy attached)
8	Scope of Work	As per attachment

**TOR/Scope of Work for Third Party Pre-Shipment inspection of
2000 M. Ton of API BENTONITE**

Inspecting agency will have to fulfill following terms and conditions in connection to third Party inspection related to consignment of 2000 M.TON of API BENTONITE prior to shipment against PO #. PROC-FA/CB/WS-5119/770242/2022 at the p remises of the Manufacturer's facility i.e M/s Sohar Advanced Chemical LLC, Plot # 630, Sohar Industrial Area, Phase-VI, Sohar, Sultante of Oman.

2. Technical Qualification of Inspection Firms & Inspector:

Following is the minimum technically qualifying criteria. Contract will be awarded to technically qualified and financially lowest bidder:

S #	Certification & Registration Of Firm	Requirement	Bidders Response
1	Registration with SECP	Mandatory	
2	Registration with FBR	Mandatory	
3	Valid ISO 9001:2008/ 9001:2015	Mandatory	
4	Valid certification of PNAC under inspection category/Valid ISO/IEC 17020:2012 for Oman/ <i>Pakistan MB</i>	Mandatory	
5	Years of Company Experience(from 1 st -job)=Minimum 10 years (documents proving this effect should enclosed with the file)	Mandatory	
6	Firm should have its setup (Offices / Service centers) operational in Other countries = minimum 02 offices in two regions: Firms must have its office(s) / Service centers in Pakistan= minimum 02. (Attach list of offices with complete address, phone/mobile and verifiable email address, contact person etc.)	Mandatory	
7	Number of inspections performed worldwide in last 3 years=15 (List of inspections with client name, year of inspection & copy of service orders to be enclosed)	Mandatory	
8	<u>Technical Qualification of Inspector:</u> Education=minimum BE or Master Degree or equivalent 16 year of education. Experience= minimum 5-Chemical pre shipment inspection & lab testing witnessing experience in last-5 years or 10 year working experience as Mud Engineer in E & P/Oil industry. List of inspections with client name, year of inspection & copy of service orders or verifiable detail of experience to be enclosed).	Mandatory	

3. Instruction to the Bidders:

a. Carry out physical inspection regarding quantity and packaging of material in accordance with Packing Requirement as per below given detail at manufacturer's facility:

Sohar

Packaging Requirement: The chemical should be packed as 1000 KG net per bag in export quality new multiwall paper bags having thick high density inner polythene liner for rendering the material completely moisture proof. The material should be bagged in 1000 KG jumbo bag with widened slings strong enough to handle while lifting with crane/lifter. The packaging of the required mud chemical should be of international standards and capable to safe transportation during ocean / road journey from port of Shipment to well site and to withstand prolonged weather conditions at the storage points and at the well sites / locations.

b. Marking: The following markings have to be checked on each bag;

- (i) Name of the product.
- (ii) Name of the Manufacturer.
- (iii) Date/month/ year of manufacture.
- (iv) Minimum shelf life
- (v) Supply order number against which supplies are made.
- (vi) Lot No. _____, Batch No._____.

c. Draw random samples as per laid down procedure, agency selecting Square Root of Total sacks from the material ready for shipment, mix all the samples thoroughly to get one (01) composite sample and divide it in 04 (Four) equal parts

d. 01 Sample to be tested in Manufacturer Lab, 01 each to be kept with bidder & TPI inspector respectively for their record. and third party Inspector will be responsible to dispatch/arrange to dispatch 4th duly sealed Sample directly to OGDCL at the following address: however, in any case, cost of sending samples to be borne by the TPI firm.

Manager I/C (DS)

Room No-304, 3rd Floor,

Tower-B. OGDCL House, Plot No.3013 (New)

F-6/G-6, Blue area, Jinnah Avenue Islamabad, Pakistan

Tel:0092-51-920023737.

e. The Third Party Inspection firm will be responsible to provide the original Inspection report along with the original Lab Analysis Report; completed in all aspect within 7 days. An advance scanned copy must be communicated immediately after inspection to following addresses:

- i. irfan.nazir @ogdcl.com Manager In charge (Drilling Services).
- ii. irshad_khosa@ogdcl.com Chief Engineer (Drilling Fluid).
- ijj. javaid_sabir@ogdcl.com Dy. Chief (SCM)-Foreign.

f. Since the scope of work includes the inspection of chemical followed by the laboratory testing therefore the TPI inspector for testing of sample must be a competent enough for completion of assignment.

g. Lab testing will be done at manufacturer's lab, TPI inspector will duly witnessed the testing and will check the calibration of equipment use for testing.

h. The TPI firms are required to mention in their Techno-Commercial proposal the charges for single visit of inspection, as well as charges of 02 visits of inspection due to partial shipment.

Netted, please

- i. The bidders should submit their Financial quotations as per below format: charges must be inclusive of all cost incurred by the TPI firm in connection with completion of the specified Scope of work. No payment shall be made above the quoted financial limits & heads.

s. #.	Description	Qty. in Numbers (A)	Unit Price (B) Bidder will Quote	Price (PKR) (C) C=AXB
1	Charges for visit.	2		
2	Federal sales tax on TPI Services.	2		
3	Grand Total Cost = PKR			
Note: (i) All prices will be inclusive of all taxes except GST/PST. (ii) Multiple visits invoices may be submitted & cleared separately				

- j. LAB EVALUATION OF API BENTONITE SAMPLE:

TECHNICAL SPECIFICATIONS AS PER API 13A

SR. NO	DESCRIPTION	REQUIRED SPECIFICATION	PROPERTIES OF THE QUOTED
1.	Viscometer dial reading at 600rpm	30 Minimum	
2.	Yield point/Plastic Viscosity ratio	3 Maximum	
3.	Filtrate Volume	15.0 ml Maximum	
4.	Residue of diameter greater than 75µm	Mass Fraction 4.0% Maximum	

- k. Above mentioned terms and conditions should be followed in its true letter and spirit.



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-FA/CB/WS-5119/770242/2022
To SOHAR ADVANCE CHEMICALS LLC
Supp. No 51042
Address PO BOX 563, PC 322, FALAJ AL QABAIL SOHAR, SULTANATE OF OMAN

Date : 11-MAY-2022

Subject: Purchase Order No. PROC-FA/CB/WS-5119/770242/2022 For Procurement Of API BENTONITE Against Your
Dear Sir, Quotation No. NIL

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	API BENTONITE	28-03-005-F	Metric Ton	2000	171.9000	343,800.00	WELL
Total :						343,800.00	
USD Three Hundred Forty Three Thousand Eight Hundred Only							

Indent #
Name & Address of Manufacturer
Delivery Period
Country of Origin
Banker's Address

WS(MUD)-351/24/2021
M/S SOHAR ADVANCED CHEMICALS LLC, OMAN
180 DAY FROM LC
SULTANATE OF OMAN
US\$ 343,800/AHLI BANK SAOG, MAIN BRANCH SULTANATE OF OMAN, ACCOUNT No. 5101-065051-002
SWIFT CODE: AUBOOMRXXX

Port of Shipment
Port of Discharge

SEAPORT OF SULTANATE OF OMAN
KARACHI SEAPORT

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.

OTHER TERMS AND CONDITIONS OF THE L/C TO BE
STRICTLY COMPLIED BY THE BENEFICIARY

CFR Karachi

1. CONSIGNEE:

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

2. PACKING:

The chemical should be packed in one (01) M Ton export quality new multi-wall paper jumbo bags having thick, high density inner polyethylene liner for rendering material completely moisture proof. The packing of the required mud chemical should be of international standards and capable to safe transportation during ocean / road journey from port of shipment to well site and to withstand harsh weather conditions at the storage points and at the well sites/location

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 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 ^{Sr.#} item # of the Purchase Order.

3.4 Each bag/drum should have clearly legible marking, as given below;

- a) Name of the Product
- b) Name of the manufacturer
- c) date/month/year of manufacture.
- d) Minimum shelf life
- e) Supply order number against which supplies are made
- f) Lot no. Batch no.

4. SHIPPING DOCUMENTS.

Shipping documents shall consist of the following:

- 4.1 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, 2/10 10/10 and so on and detailed 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 of the purchase order.

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- 4.7 A Copy of the Fax OR E-mail sent in compliance to the Clause No. 6.1 of the purchase order.
- 4.8 A copy of third party pre-shipment inspection report issued by third party inspector duly accepted/verified by OGDCL's Indenting Department 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 the each items total value and also show 'SHIPPING MARKS' as provided in the contract. 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 on 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 sent fax OR E-mail to (1) Deputy Chief Material Officer, Plot No. 21, West Wharf, Karachi, Fax No. 0092-21-2311040 ,E-mail: abdulwaheed_kunbhar@ogdcl.com (2) Manager (Foreign) Procurement, OGDC House Plot No. 3 (New NO. 3013)F-6/G6, Blue Area, Jinnah Avenue, Islamabad. 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 Limited, Karachi on FAX No. 0092-21-99202734 or E-mail: 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 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.

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
- b) ~~Shipments.~~
- c) Shipments. Non-Compliance to this instruction may result in heavy penalty imposed by Custom Authorities which shall be recovered from the Contractor/Supplier/Vendor.
- d) Please ensure that in case of CFR contracts the local charges at Karachi Seaport/Airport must be included in the freight cost.
- e) 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) Six complete sets of non-negotiable shipping documents must be dispatched OR E-mailed to the Manager Procurement (Foreign) at the following address immediately upon shipment is effected:-
MANGER PROCUREMENT (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. 0092-51-920023780, 920023652 & FAX NO. 0092-51-9244210,
9209673
E-mail: ejaz_rizvi@ogdcl.com
- b) Two complete sets of non-negotiable shipping documents must be dispatched OR E-mailed to Chief Material Officer at the following address immediately upon shipment is effected:-
DEPUTY 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 Chief Accountant (Imports)/OGDC LTD., Fax No. 0092-51-9209803-07 or E-mail: farooq_salim@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

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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 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 (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:

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 Khadeji Base Store Karachi. 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.

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