

**ATTACHMENT – 1**

**TERMS & CONDITONS OF INLAND L/C**

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**1. CONSIGNEE**

The material must be consigned to Oil & Gas Development Company Limited, Nashpa Oil Field, District Karak, KPK Telephone No.0922-526238. Fax No. 0922-526299.

**2. PACKING**

The Packing of the material must conform to the International Standards. All Packages/Boxes must bear the Purchase Order No. and Weight in Kilograms (Gross/Net).

**3. SHIPPING DOCUMENTS**

Shipping documents shall consist of the following:

- 3.1 Clean Truck Receipt/Carrier Receipt showing freight paid & indicating Purchaser Oder / Inland LC details
- 3.3 Manually signed delivery challan in original issued by the beneficiary duly signed and stamped by OGDCL designated Store representatives showing the receipt of goods in good condition
- 3.4 Original detailed commercial invoice showing material description, quantity unit price and total price strictly in line with the Contract
- 3.5 Copy of applicable GST invoice
- 3.6 Packing list
- 3.7 Mill Inspection/Quality Certificates
- 3.8 Warranty Certificate
- 3.9 Certificate of origin

**4. INSTRUCTIONS FOR COMPLETING SHIPPING DOCUMENTS**

- 4.1 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 be if shipments are effected in parts.
- 4.2 All invoices should be signed, and must indicate value of the each item total value & also show 'SHIPPING MARKS' as provided in the contract.

**5. SHIPMENT INTIMATION**

- 5.1 The beneficiary within 24-48 hours of making shipment must send email to:
  - i. The beneficiary immediately of making shipment must sent fax OR E-mail to (1) Stores Office Nashpa Oil Field District Karak, KPK, Fax No. 0922-526299, E-mail: [store\\_nashpa@ogdcl.com](mailto:store_nashpa@ogdcl.com) (2) Manager (Foreign) Procurement, OGDC House Plot No. 3 (New NO. 3013) F-6/G6, Jinnah Avenue, Islamabad. Fax No. 0092-51-9207530, 9209673, E-mail: [irshad\\_muhammad@ogdcl.com](mailto:irshad_muhammad@ogdcl.com), (3) Chief Accountant (Imports) on Fax No. 0092-51-9209803-7, EMAIL: [zahoor\\_mohyuddin@ogdcl.com](mailto:zahoor_mohyuddin@ogdcl.com) and L/C number and Contract No.
    - a) Total FOR value of the consignment shipped.
    - b) No. of boxes/package/pieces etc.
    - c) Net and gross weights.
    - d) Expected time of arrival (ETA) of material.

## **6. INSTRUCTION REGARDING TRANSMISSION/NEGOTIATION OF SHIPPING DOCUMENTS**

### **6.1 ORIGINAL/NEGOTIABLE DOCUMENTS**

- a) The beneficiary immediately upon making shipments(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 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. 3 above including one set of the parts catalogue, brochures, technical literature, etc., invariably.
- 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 beneficial.
- 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.

### **6.2 NON-NEGOTIABLE DOCUMENTS**

- a) One complete sets of non-negotiable shipping documents must be dispatched OR E-mailed to Manager (Foreign) Procurement at the following address immediately upon shipment is effected:-

MANGER (FOREIGN) PROCUREMENT  
OIL & GAS DEVELOPMENT COMPANY LIMITED  
OGDCL HOUSE, PLOT NO. 3 (NEW NO. 3013),  
F-6/G-6, BLUE AREA, JINNAH AVENUE,  
ISLAMABAD, PAKISTAN.  
PHONE NO. 0092-51-9207461, 920023593 &  
FAX NO. 0092-51-9207530, 9209673,  
E-mail: [irshad\\_muhammad@ogdcl.com](mailto:irshad_muhammad@ogdcl.com)

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

STORES OFFICER,  
OIL & GAS DEVELOPMENT COMPANY LIMITED,  
NASHPA OIL FIELD,  
INDUS HIGHWAY, DISTRICT KARAK, KPK PROVINCE, PAKISTAN  
PHONE NO. 057-2621587  
FAX NO. 0922-526299, E-mail: [store\\_nashpa@ogdcl.com](mailto:store_nashpa@ogdcl.com)

- c) The shipping documents should be courier through any reliable courier company at shippers cost so that the same must be received at least 10 days before arrival of the shipment.

## **8. 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.

**9. AMENDMENT/EXTENSION OF L/C**

The beneficiary will positively confirm shipment of all ordered materials within L/C validity or made 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 period 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.

**10. CHARGES FOR L/C ESTABLISHMENT**

- 10.1 All Charges of the bank for credit opening will be borne by the OGDCL.
- 10.2 All charges of corresponding bank such as negotiation of documents, adding confirmation to credit etc. will be to the account of beneficiary.
- 10.3 All charges for amendments/extension in L/C will be to the account of beneficiary.