

## BUNKER PROCUREMENT PROCESS

S. NO	Items	Description
1	<b>Object</b>	To supply Fuel to Ships World Wide.
2	<b>Requirement</b>	To run Ship's Engine, Boiler and to produce Electricity.
3	<b>Special Features</b>	i) Supply is made according to the itinerary of the Ships. ii) Available time for confirmation of quotations is short.
4	<b>Description of Supply</b>	ISO 8217 2017 OR 2010 VLSFO (RMG 380 CST OR 180 CST) 0.50% & LSMGO 0.10 % (DMA OR DMB)ss
5	<b>Tender procedure / Approval process</b>	<ul style="list-style-type: none"> <li>• Bunkering port selected as per scheduled route.</li> <li>• Inquiries are sent to the panel of bunker suppliers through E-mails</li> <li>• Quotations are received through E-mails</li> <li>• Comparative Statement is prepared and put up for approval. Case is Scrutinized by Manager Operations (Ship management ), further review by GM Procurement (P. Cell), Executive Director (Ship management), Executive Director (Finance) and finally approved by CHAIRMAN</li> <li>• After approval order is placed to the approved supplier</li> </ul>
6	<b>Criteria</b>	Lowest bidder.
7	<b>Annual Bunker Estimated Quantity 2020 – 2021</b>	VLSFO 33000 – 40000 M. Tons ( 10% +/-) LSMGO 3000 M. Tons ( 10% +/-
8	<b>Bunker Committee</b>	<ul style="list-style-type: none"> <li>➤ Mr. Ali Imam Qadri - General Manager (Procurement)</li> <li>➤ Capt. Mustafa Kizilbash - General Manager (Commercial)</li> <li>➤ Mr. Haris Manzoor Siddiqui - Manager Operations (Ship management)</li> <li>➤ Mr. M. Jahangir Khan - Assistant Manager (Bunker)</li> </ul>



## EXPRESSION OF INTREST

< to be printed on company letter head >

To,

Pakistan National Shipping Corporation  
PNSC Building, M.T Khan Road,  
Karachi.

Subject: EoI for the supply of Marine Fuels

Gentlemen,

1. We, the undersigned, being a company doing business under the name of \_\_\_\_\_, and address \_\_\_\_\_, and being duly incorporated under the laws of \_\_\_\_\_; hereby confirm our interest to supply marine fuel and lubricants to the PNSC managed vessels for 3 year period, starting from \_\_\_\_\_.
2. We have thoroughly examined prequalification documents and fully understand PNSC requirements.
3. Following duly signed documents forms an integral part of this EoI.
  - a) Master Agreement Bunker, and;
  - b) Form of Enquiry,
  - c) Form of Purchase Order, and;
  - d) Form of Order Confirmation.
4. We undertake that if we are pre-qualified we will supply bunker fuels for a period of 3 years and in accordance with our this expression of interest.

Dated, \_\_\_\_\_ day of \_\_\_\_\_ 2020

Signature \_\_\_\_\_

in the capacity of \_\_\_\_\_ <insert title / designation> \_\_\_\_\_, duly authorized to sign this expression of interest for and on behalf of

\_\_\_\_\_  
(Name of Bidder in Block Capitals)

Address: \_\_\_\_\_

TEL: \_\_\_\_\_

E-mail: \_\_\_\_\_



# ORDER CONFIRMATION – FORMAT

< to be printed on Seller letter head pad >

BUNKER NOMINATION

CONTRACT NUMBER: < insert contract number >

Contract Date: \_\_\_\_\_

Buyer:  
< vessel name & IMO number >

To: Pakistan National Shipping Corporation  
Attention: < Head Bunker Department >

Pakistan National Shipping Corporation  
PNSC Building MT Khan Road, Karachi, Pakistan.

Seller's Contact Person: < insert name >

Reference your Purchase Order No.< \_\_\_\_\_ >and acting as contractual Seller, we confirm following bunker stem.

This delivery is covered by terms and conditions of the Master Agreement Bunker between us and the PNSC.

There is a time limit of fourteen Days for notifications of claims related to quantity and a time limit of 30 thirty Days for notifications of claim related to quality.

Seller: < insert full name >

Bunker Tanker operator: < insert full name >

Vessel: < insert name & IMO No. >

Port of Delivery: < insert name / details >

Delivery Dates: < insert as per the Purchase Order >

Extra Charges: < if applicable please mention here in USD lump/sump >

Cancellation charges: as per quotation and only applicable if bunker is cancelled for reasons solely attributable to PNSC

Agents: < Insert contact person name and full Style address >

Terms of Payment; 30 days after completion of delivery.

Product Description	Quantity	Net Price (USD/MT)

Notes:

1. < pls. insert any local port regulation or laws or procedures here >
2. The Buyer are Buyer's local agent will give 72/48/24/12/6 hours ETA updates and Seller shall arranged for delivery upon Vessel from the PNSC nominated local agent. Any delays shall be reported to the PNSC bunker department well in time.
3. PNSC representative or nominated surveyors can attend the barge.
4. Capitalized words have the meaning as assigned to them in the Framework Agreement Bunker.



## INTEGRITY PACT

M/S. \_\_\_\_\_ hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or other entity owned or controlled by it (GoP) through any corrupt business practices.

Without limiting the generality of the foregoing, M/S. \_\_\_\_\_ represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

M/S. \_\_\_\_\_ certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

M/S. \_\_\_\_\_ accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, the M/S. \_\_\_\_\_ agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by M/S. \_\_\_\_\_ as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

FOR M/S. \_\_\_\_\_



# Framework Agreement Bunker

General Terms and Conditions

## Preamble

These General Terms and Conditions shall apply to all deliveries contracted for unless the Sellers expressly confirm otherwise in the Confirmation Note. Each delivery shall constitute a separate contract.

## 1. Definitions

Throughout this contract, except where the context otherwise requires, the following definitions shall be applied:

**"Banking Day"** shall mean a day on which banks are open in the places of business of the sellers and the Buyers and, where a remittance is in US Dollars, in New York or, of other than US Dollars, in the country of the price currency.

**"BDN"** mean Bunker Delivery Note or Bunker Delivery Receipt.

**"Bunker Tanker"** means bunker barge or tanker tank truck supplying Marine Fuels to the vessel.

**"Buyers"** means PNSC (Pakistan National Shipping Corporation) contracting to purchase, take delivery and pay for the Marine Fuels.

**"Confirmation Note"** means this contract of sale and delivery of Marine Fuels on the terms hereof as agreed by and between the Parties.

**"Day/Days"** means a calendar day(s), unless otherwise stated.

**"Marine Fuels"** means fuel as stated in the Confirmation Note.

**"Marine Lubricants"** means lubricant as stated in the Confirmation Note.

**"Parties"** means the Sellers and Buyers collectively.

**"Party"** means Sellers and Buyers.

**"Sellers"** means the Party contracting to sell and arrange delivery of the Marine Fuels and / or Marine Lubricants.

**"Vessel"** means the vessel nominated by the Buyers to receive Marine Fuels and / or Marine Lubricants.

## 2. Specification/Grades/Quality

- (a) The Buyers shall have the sole responsibility for the nomination of the specifications and grades of Marine Fuels and / or Marine Lubricants, fit for use by the vessel.
- (b) The Sellers warrant that the Marine Fuels shall be of a homogeneous and stable nature and shall comply with the specifications and grades nominated by the Buyers. Unless otherwise agreed in the Confirmation Note, the Marine Fuels shall in all respects comply with the latest edition of ISO Standard 8217 as per the date of the Confirmation Note.



### 3. Quantities/Measurements

- (a) Subject to the provisions of Sub-clause 6(c) and Clause 9 (Claims) hereunder the quantities of Marine Fuels delivered shall be determined from the official gauge or manual sounding or meter of the Bunker Tanker effecting delivery, or in case of delivery ex-wharf, of the shore-meter or the like equipment.
- (b) The Sellers shall invite the Buyers or their representative to witness the opening and closing gauge, or manual sounding or meter reading and the taking of bunker temperature of all bunker tanks on the Bunker Tanker and shall be given sufficient information and access to the official gauge or manual sounding or meter of the Bunker Tanker or shore-meter and relevant documentation to verify the volume delivered.
- (c) The Marine Fuels to be delivered under this contact shall be measured and calculated in accordance with the ISO-ASTM-API-IP Petroleum Measurement Tables.

### 4. Sampling Marine Fuels

- (a) The Sellers shall invite the Buyers or their representative to witness the sampling of Marine Fuels. During bunkering fuels a primary sample shall be drawn at a point, to be mutually agreed between the Sellers and the Buyers or their respective representatives, closest to the vessel's bunker manifold and otherwise in accordance with the procedures set out in IMO Resolution MEPC.182 (59) Guidelines for the Sampling of Fuel Oil for Determination of Compliance with MARPOL 73/78 Annex VI or any subsequent amendment thereto. Each sample shall be thoroughly mixed and carefully divided into a minimum of five (5) identical samples and one sample of each grade of Marine Fuels shall be retained on board for MARPOL purposes. The absence of the Buyers or their representative shall not prejudice the validity of the samples taken. In the event that local bunkering rules and regulations apply mandatory, these shall take precedence over the provisions of this Sub-clause (a).
- (b) The samples referred to in sub-clause 4(a) shall be securely sealed and provided with labels showing the Vessel's name, identity of delivery facility, product name, delivery date and place and point of sampling and seal number, authenticated with the vessel's stamp and signed by the Seller's representative and the Master of the vessel or the Master's authorized representative.
- (c) Two (2) samples shall be retained by the Sellers for minimum forty five (45) days after delivery of the Marine Fuels to the vessel or, on being requested in writing by the Buyers, for as long as the Buyers may reasonably require, and the other three (3) samples shall be retained on board the vessel (one of which shall be for MARPOL purposes).
- (d) If the quantity is delivered by more than one Bunker Tanker, the sampling procedure shall be repeated as outlined in the Clause 4.

### 5. Delivery

- (a) Delivery of the Marine Fuels and Marine Lubricants shall be made day and night, Sundays and holidays included, at the port or place of delivery, subject always to the custom of that port or place.
- (b) The Buyers, or their agents at the port or place of delivery, shall give the Sellers or their representative at the port or place of delivery, seventy two (72) and forty eight (48) hours approximate and twenty four (24) hours definite notice of the Vessel's arrival and the location and time at which deliveries are required.



- (c) The Sellers shall:
- (i) be in possession of all permits required to comply with all relevant regulations pertaining to delivery of Marine Fuels at the port or place of delivery, and;
  - (ii) subject to local laws, render all necessary assistance which may be reasonably required to make connections and disconnections between the delivery hose(s) and the vessel's bunker manifold.
- (d) The Buyers shall be responsible for making all connections and disconnections between the delivery hose(s) and the Vessel's bunker manifold and to ensure that the hose(s) are properly connected to the vessel's bunker manifold prior to the commencement of delivery.
- (e) The Buyers shall ensure that the vessel is in possession of all certificates required to comply with all relevant regulations pertaining to delivery of the Marine Fuels at the port or place of delivery and that the Master of the vessel shall:
- (i) advise the Sellers in writing, prior to delivery, of the maximum allowable pumping rate and pressure and agree on communication and emergency shut-down procedures;
  - (ii) notify the Sellers in writing prior to delivery, of any special conditions, difficulties, peculiarities, deficiencies or defects in respect of and particular to the vessel which might adversely affect the delivery of the Marine Fuels, and;
  - (iii) provide a free side to receive the Marine Fuels and render all necessary assistance which may reasonably be required to moor or unmoor the Bunker Tanker, as applicable.

## 6. Documentation

- (a) Before commencement of delivery the Sellers shall present for written acknowledgement by the Master of the vessel or the Master's authorized representative, a bunker pre-delivery form or similar document, duly signed by the Sellers or their representative, which shall contain the quantities to be delivered and all information required in accordance with ISO 13739 or any subsequent amendments thereof, for Marine Fuels, the values for: viscosity; density; sulphur content; flash point; and delivery temperature. In addition, and if available, similar information shall be provided for vanadium, ash content, water content and pour point. In the event that local bunkering rules and regulation apply mandatorily, these shall take precedence over the provisions of this Sub-clause (a).
- (b) Once the delivery is completed and quantities measured, a BDN shall be signed and stamped by the Master of the vessel or the Master's authorized representative, and returned to the Sellers, or their representative, as acknowledgement of the actual volume and the actual delivery temperature only and a duplicate copy shall be retained by the Master of the vessel. This receipt shall contain the following minimum information which is warranted by the Sellers: delivered quantity in volume units; density in  $\text{kg/m}^3$  at the  $15^\circ\text{C}$  as per ISO 3675; delivery temperature; flash point; sulphur content in % m/m as per ISO 8754; and viscosity.
- (c) In the event the Master of the vessel is not satisfied with the sampling, quantity or any other matter concerning the Marine Fuels or their delivery, the Master shall on completion of delivery:
- (i) make appropriate remarks in the BDN detailing the complaints and/or referring to a separate letter of protest; or
  - (ii) if remarks in the BDN are not permitted, issue a separate letter of protest,

receipt of either of which shall be acknowledged in writing by the Seller's representative.



## 7. Price

- (a) The price of the Marine Fuels and /or Marine Lubricants shall be in the amount expressed per unit and in the USD for each grade of Marine Fuels and /or Marine Lubricants delivered into the vessel's tank free delivered/ex-wharf as applicable and stated in the Confirmation Note.
- (b) Any and all additional charges incurred by the Sellers which are for the Buyer's account shall be specified in the Seller's quotation and in the Confirmation Note and shall include but not be limited to:
  - (i) wharfage charges, barging charges or other similar charges;
  - (ii) mooring charges or port dues, and;
  - (iii) duties, taxes, charges or other costs in the country where delivery takes place.

## 8. Payment

- (a) Payment shall be made by the Buyers within forty five (45) days after the completion of delivery.
- (b) Payment shall be made in full, without set-off, counterclaim, deduction and/or discount, free of bank charges.
- (c) Payment shall be deemed to have been made on the date the payment is credited to the Bank account designated by the Sellers.
- (d) If payment falls due on a non-Banking Day, then payment shall be made on or before the last Banking Day before the due date.
- (e) Any delay in payment and/or refund shall entitle either Party to interest at the rate of two (2) per cent per month or any part thereof or as otherwise agreed as per the Confirmation Note.
- (f) In the event of non-payment or non-refund, the non-defaulting Party reserves the right to pursue such legal remedies as may be available to them to recover the amount owed.

## 9. Claims

### (a) Quantity

- (i) Any dispute as to the quantity must be noted at the time of delivery in accordance with Sub-clause 6 (c). If no claim for such quantity dispute is presented to the Sellers by the Buyers in writing within fourteen (14) days from the date of delivery, any such claim shall be deemed to be waived and barred.
- (ii) The Sellers shall have the right to charge the Buyers for all proven additional expenses incurred by the Sellers in connection with the Buyers' failure to take delivery of the full quantity of the Marine Fuels ordered by the Buyers.
- (iii) The Buyers shall have the right to charges the Sellers for all proven additional expenses incurred by the Buyers in connection with the Sellers' failure to deliver the full quantity of the Marine Fuels agreed as per the Confirmation Note, unless the quantity is amended by the Master in writing.





(b) Quality/Specification

- (i) Any claim as to the quality or specification of the Marine Fuels must be notified in writing promptly after the circumstances giving rise to such claim have been discovered. If the Buyers do not notify the Sellers of any such claim within thirty (30) days of the date of delivery, such claim shall be deemed to be waived and barred.
- (ii) In the event a claim is raised pursuant to sub-clause 9(b)(i), the Parties hereto shall have the quality of the Marine Fuels analyzed by a mutually agreed, qualified and independent laboratory. The Buyers have the option to request a full ISO 8217 analysis. The Sellers shall provide the laboratory with one of the samples retained by them as per sub-clause 4(c). The analysis shall be established by tests in accordance with ISO 8217 and ISO 4259 or any subsequent amendments thereof. Unless otherwise agreed, the expenses of the analysis shall be for the account of the Party whose claim is found wrong by the analysis.

(c) Delay

In the event of any delay resulting from:

- (i) The Buyer's failure to give proper notices and/or to comply with the notices given pursuant to sub-clause 5(b) and/or the Buyers' vessel failing to receive Marine Fuels / Lubricant at the pumping rate and pressure referred to in sub-clause 5(e)(i), or;
- (ii) The Seller's failure to commence delivery of the Marine Fuels / Lubricants promptly and in accordance with the Buyer's required delivery time as notified pursuant to sub-clause 5(b) and confirmed by the Seller in writing and/or the Sellers' failure to deliver the Marine Fuels / Lubricants in accordance with the minimum hourly pumping rate and pressure referred to in the Confirmation Note,

Then the Party suffering such delay shall be entitled to compensation from the other Party for any documented loss suffered as a result of that delay.

(d) Exclusions

Other than those mentioned above, neither the Buyers nor the Sellers shall be liable to the other Party for:

- (i) Any loss of profit, loss of use or loss of production whatsoever and whether arising directly or indirectly from the performance or non-performance of this contract, and whether or not the same is due to negligence or any other fault on the part of either Party, their servants or agents, or
- (ii) Any consequential loss or damage for any reason whatsoever, whether or not the same is due to any breach of contract, negligence or any other fault on the part of either Party, their servants or agents.

(e) Time Bar

In each and every case any and all claims, except those under Sub-clause 9(a)(i) and 9(b)(i), by the Buyers shall be time barred unless arbitration proceedings have been commenced in accordance with Clause 22 (Dispute Resolution) hereof within twelve (12) months of the date of delivery of the bunkers or the day that delivery should have commenced as per the Confirmation Note.

**10. Risk/Title**

- (a) Risk shall pass to the Buyers once the Marine Fuels / Lubricants have passed the Sellers' flange connected to the vessel's bunker manifold.



- (b) Title to the Marine Fuels / Lubricants shall pass to the Buyers upon payment for the value of the Marine Fuels delivered, pursuant to the terms of clause 8 (Payment) hereof. Until such time as payment is made, on behalf of themselves and the vessel, the Buyers agree that they are in possession of the Marine Fuels solely as bailee for the Sellers. If, prior to payment, the Sellers' Marine Fuels are commingled with other stocks on board the vessel, title shall remain with the Sellers corresponding to the quantity of the Marine Fuels / Lubricants delivered. The above is without prejudice to such other rights as the Sellers may have under the laws of the governing jurisdiction against the Buyers or the vessel in the event of non-payment.

## 11. Compliance with Laws and Regulations

The Parties will not do or permit to be done anything which might cause any breach or infringement of the laws and regulations of the Flag State, or of the places where the vessel trades or takes bunkers.

## 12. Sanctions Compliance Clause

- (a) In this Contract the following provision shall apply where any sanction, prohibition or restriction is imposed on any specified persons, entities or bodies including the designation of any specified vessels or fleets under United Nations Resolutions or trade or economic sanctions, laws or regulations of the European Union or the United States of America.
- (b) The Buyers and the Sellers each warrant that at the date of entering into this contract and continuing until delivery of the Marine Fuels and Payment by the Buyers to the Sellers in full:
- (i) Neither Party is subject to any of the sanctions, prohibitions, restrictions or designation referred to in sub-clause (a) which prohibit or render unlawful any performance under this Contract;
  - (ii) The Sellers are selling and the Buyers are purchasing the Marine Fuels as principals and not as agent, trustee or nominee of any person with whom transactions are prohibited or restricted under sub-clause (a);
  - (iii) The Buyers further warrant that the vessel is not a designated vessel and is not and will not be chartered to any entity or transport any cargo contrary to the restrictions or prohibitions in sub-clause (a) above.
  - (iv) The Sellers further warrant that the Marine Fuels are not an origin or have been exported as a product from a place that is subject to any of the sanctions, prohibition, restriction or designation referred to in sub-clause (a) above.
- (c) If at any time during the performance of this Contract either Party becomes aware that the other Party is in breach of warranty as aforesaid, the Party not in breach shall comply with the laws and regulations of any Government to which that Party or the vessel is subject and follow any orders or directions which may be given by any regulatory or administrative body, acting with powers to compel compliance. In the absence of any such orders, direction, laws or regulations, the party not in breach may terminate this Contract forthwith.
- (d) Notwithstanding anything to the contrary in this clause, Buyers and Sellers shall not be required to do anything which constitutes a violation of the laws and regulations of any State to which either of them is subject.
- (e) The Buyers and the Sellers shall be liable to indemnify the other Party against any and all claims, including return of any Payment, losses, damage, costs and fines whatsoever suffered by the other Party resulting from any breach of warranty as aforesaid and in accordance with this Contract.



### 13. Indemnity

- (a) Without prejudice to any other claims arising hereunder or in connection herewith and notwithstanding the provisions of sub-clause 9(d), if loss is suffered or a liability is incurred by either Party hereto as a direct result of compliance with directions given by the other Party, during or for the purposes of the Parties' obligations hereunder, then the injured party is to be indemnified by the other in respect of such loss or liability; unless such loss or liability arises due to a negligent act or omission by the Party incurring the loss or liability.
- (b) Where claims arise under sub-clause 9(c) and sub-clause 13(a), compensation payable in accordance with sub-clause 9(c) shall be taken into account in assessing sums payable under sub-clause 13(a).

### 14. Force Majeure

Neither Party shall be liable for any loss, damage or delay due to any of the following force majeure events and/or conditions at the port of delivery to the extent the Party invoking force majeure is prevented or hindered from performing any or all of their obligations under this Contract, provided they have made all reasonable efforts to avoid, minimize or prevent the effect of such events and/or conditions:

- (a) acts of God;
- (b) any Government requisition, control, intervention, requirement or interference;
- (c) any circumstances arising out of war, threatened act of war or warlike operations, acts of terrorism, sabotage or piracy, or the consequences thereof;
- (d) riots, civil commotion, blockades or embargoes;
- (e) epidemics;
- (f) earthquakes, landslides, floods or other extraordinary weather conditions;
- (g) strikes, lockouts or other industrial action, unless limited to the employees of the Party seeking to invoke force majeure;
- (h) fire, accident, explosion except where caused by negligence of the Party seeking to invoke force majeure;
- (i) any other similar cause beyond the reasonable control of either Party.

The party seeking to invoke force majeure shall notify the other Party in writing within two (2) Days of the occurrence of any such event/condition.

### 15. Termination

Without prejudice to accrued rights hereunder, either Party hereto shall be entitled to terminate this Contract in the event of:

- (a) any application being made or any proceedings being commenced, or any order or judgment being given by any court, for
  - (i) the winding up, dissolution, liquidation or bankruptcy of either Party (otherwise than for the purpose of reconstruction or amalgamation) or if a receiver or administrator is appointed, or if it suspends payment, ceases to carry on business or makes any special arrangement or composition with its creditors; or



- (ii) the appointment of a receiver, liquidator, trustee, administrator, administrative receiver or similar functionary of the other Party of all or a substantial part of its assets (otherwise than for the purpose of a reconstruction or amalgamation); or
- (b) any act being done or event occurring which, under the applicable law thereof, has a substantially similar effect to any of the said acts or events described above; or
- (c) either Party is in breach of the provisions of Clause 12 (Sanctions Compliance Clause); or
- (d) if a force majeure event as defined in Clause 14 (Force Majeure) prevents or hinders the performance of the Contract for a period exceeding ten (10) consecutive days from the time at which the impediment begins to prevent performance if notice is given without delay or, if notice is not given without delay, from the time at which notice thereof reaches the other Party.

## 16. Pollution

- (a) In the event of any spillage (which for the purpose of this Clause shall mean any leakage, escape, spillage or overflow of the Marine Fuels / Lubricants ) causing or likely to cause pollution occurring at any stage of the bunkering operation, the Buyers and the Sellers shall jointly, and regardless as to whether the Buyers or the Sellers are responsible, immediately take such actions as are reasonably necessary to effect clean up and which shall always be conducted in accordance with such local laws and regulations which may compulsorily apply.
- (b) Where it is a compulsory requirement of the law of the port or place of delivery of the Marine Fuels / Lubricants that the Sellers shall have in place their own oil spill contingency plans, the Sellers shall ensure that they have in place valid oil spill contingency plans.
- (c) The Sellers hereby guarantee payment of and/or agree to indemnify and hold the Buyers harmless for any claims, losses, damages, expenses, penalties or other liabilities incurred by the Buyers under any state, national or international oil pollution legislation, as a result of any spillage occurring whilst the Marine Fuels / Lubricants are being transported directly or indirectly to or from the Vessel's bunker manifold except to the extent that such spillage is caused by any fault on the part of the Buyers. The Buyers shall similarly indemnify the Sellers where any such spillage occurs once risk in the Marine Fuels has passed to the Buyers except to the extent that such spillage is caused by any fault on the part of the Sellers.
- (d) The Sellers shall use their best endeavours to ensure that the owners of the Bunker Tanker are fully insured for oil spill liabilities as required by statutory rules or regulations. If such coverage or insurance is not obtained by the owners of the Bunker Tanker, it shall be the sole responsibility of the Sellers to establish such coverage for their account. Proof and conditions of such coverage, whether established by the bunker supplying company or by the Sellers shall be made available to the Buyers at their request, as soon as practically possible.

## 17. Drugs and Alcohol Policy

- (a) Each Party shall enforce a company drug and alcohol policy on board the Vessel and the Bunker Tanker and, in the case of the Sellers, also in their facilities.
- (b) Such company drug and alcohol policies shall meet or exceed the standards in the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers, 1978, as amended.
- (c) The Buyer's personnel shall comply with the Sellers' policy in the Seller's facilities or on board the Bunker Tanker and the Seller's personnel shall comply with the Buyer's policy when on board the Vessel.



- (d) Both Parties acknowledge and agree that the selling, possession, distribution, use or being under the influence of alcohol or any controlled substance or dangerous drugs other than those medically prescribed is prohibited.

## 18. Confidentiality

- (a) Neither Party shall disclose to third parties any confidential information relating to pre-contractual discussions and/or the terms and conditions of this Contract, except with the prior written consent of the other Party, or to the extent required by law, or by a request of a government or its agency thereof.
- (b) The Parties shall take reasonable precautions to ensure that no unauthorised disclosure of confidential information takes place.
- (c) If a Party is uncertain as to whether information is confidential, the Sellers or the Buyers (as the case may be) shall consult with the other Party.
- (d) Should either Party be required by law to disclose confidential information, the disclosing Party will notify the other party and shall disclose only the minimum confidential information required to satisfy legal requirements.
- (e) Information is not confidential for the purposes of this Clause if it was in the possession of the Party prior to receipt from the other Party; becomes publicly available other than as a result of a breach of this Contract by one of the Parties; or is lawfully received from a third party.
- (f) This Clause shall survive termination of this Contract.

## 19. Third Party Rights

No third parties may enforce any term of this Contract.

## 20. Assignment

Neither Party shall assign any of their rights under this Contract without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed

## 21. Partial Validity

If any provision of this Contract is or becomes or is held to be illegal, invalid or unenforceable in any respect under any law or jurisdiction, the provision shall be deemed to be amended to the extent necessary to avoid such illegality, invalidity or unenforceability, or, if such amendment is not possible, the provision shall be deemed to be deleted from this Contract to the extent of such illegality, invalidity or unenforceability, and the remaining provisions shall continue in full force and effect and shall not in any way be affected or impaired thereby.

## 22. Dispute Resolution Clause 2015

(a) This Contract shall be governed by and construed in accordance with the laws of the place mutually agreed by the Parties and any dispute arising out of or in connection with this Contract shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.

(b) Notwithstanding above, the Parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Contract. In the case of a dispute in respect of which arbitration has been commenced under above, the following shall apply:



- (i) Either Party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other Party of a written notice (the "Mediation Notice") calling on the other Party to agree to mediation.
- (ii) The other Party shall thereupon within fourteen (14) calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the Parties shall thereafter agree a mediator within a further fourteen (14) calendar days, failing which on the application of either Party a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the Parties may agree or, in the event of disagreement, as may be set by the mediator.
- (iii) If the other Party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the Parties.
- (iv) The mediation shall not affect the right of either party to seek such relief or take such steps as it considers necessary to protect its interest.
- (v) Either Party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.
- (vi) Unless otherwise agreed or specified in the mediation terms, each Party shall bear its own costs incurred in the mediation and the Parties shall share equally the mediator's costs and expenses.
- (vii) The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.

(Note: The Parties should be aware that the mediation process may not necessarily interrupt time limits.)

### 23. Notices

Any Party giving notice under this Contract shall ensure that it is effectively given and such notice shall be treated as received during the recipients' office hours. If such notice is sent outside the recipients' office hours it shall be treated as received during the recipients' next working day

### 24. Entire Agreement

- (a) The written terms of this Contract comprise the entire agreement between the Buyers and the Sellers in relation to the sale and purchase of the Marine Fuels and supersede all previous agreements whether oral or written between the Parties in relation thereto.
- (b) Each of the Parties acknowledges that in entering into this Contract it has not relied on and shall have no right or remedy in respect of any statement, representation, assurance or warranty (whether or not made negligently) other than as is expressly set out in this Contract.
- (c) Any terms implied into this Contract by any applicable statute or laws are hereby excluded to the extent that such exclusion can legally be made. Nothing in this Clause shall limit or exclude any liability for fraud.



# PAKISTAN NATIONAL SHIPPING CORPORATION

## PRE QUALIFICATION PROFORMA FOR SUPPLY OF BUNKERS

### (PROFILE OF BIDDERS)

#### PARTICULARS OF THE FORM / COMPANY

1. Name of Organization. \_\_\_\_\_
2. Address. \_\_\_\_\_
  - a) Mailing Address. \_\_\_\_\_
  - b) Telephone No. \_\_\_\_\_
  - c) Fax No. \_\_\_\_\_
  - d) Email / Website. \_\_\_\_\_
  - e) Site of business offices. \_\_\_\_\_
3. Please mention nature and type of organization as given below.
  - a) Sole proprietorship Partnership.
  - b) Joint stock Company.
  - c) Statutory organization.
  - d) Major oil Company.
  - e) National Company.
  - f) Independent bunker supplier



- g) Oil Trader
- h) Bunker Brokering Company.
4. Complete incorporation and capability data. (Annual report for the last year to be furnished).
- a) Year when first established.
- b) Date of commencement of business
- c) Annual turn over of last 3 years
5. List of major shipping companies to whom bunkers are supplied on regular basis (Attach copies).
6. Are you also the physical supplier and owning barges as well?
7. Independent surveyors i.e. OIL LAB AND MARINE SURVEYORS, FOBAS, DNVPS etc are to be accepted to oversee the bunkering operation and their figures/findings shall be final and binding for both the parties.
8. Whether your firm is registered with any reputable Government/Non Government Organization? If so, quote name & submit copy of registration:
9. Full name and addresses of holding, affiliated or associated companies/concerns:
10. A certificate/affidavit that the firm is not black listed or debarred by any Government / Semi Government / Autonomous body / International.
11. Any close relations or proprietors/partners/directors employed by PNSC (please give name and designations).
12. Any of the PNSC's employees close relations employed by your firm (please give name and designation of your employee, and name and designation of the PNSC's employee).





**NOTE:** In case the above information is found to be incorrect, subsequently the tender / contract is liable to be cancelled / rejected.

Dated: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

FIRM/COMPANY'S STAMP: \_\_\_\_\_

