



PAKISTAN NATIONAL SHIPPING CORPORATION

(Statutory Corporation, Established Under The Ordinance, Xx Of 1979)

NEGOTIATED TENDERING FOR PROCUREMENT OF GARBAGE REMOVAL SERVICES ON PNSC MANAGED, CHARTERED AND AGENCY VESSELS AT KARACHI PORT FOR A PERIOD OF ONE YEAR

BID FORM, URGENT REQUIREMENT, AS PER PPR RULE 42, (d)(iii)

TENDER No. PRCD/GRBG/RMVL/2026/446

BID CLOSING DATE / TIME : 09TH MARCH, 2026 BY 11:00 A.M.
BID OPENING DATE / TIME : 09TH MARCH, 2026 BY 11:30 A.M.

Following Rates are offered to PNSC for Removal of Garbage Services from vessel at Karachi Port.

UNIT 1	WEIGHTAGE 2	RATE IN PKR. 3	TOTAL VALUE (2 x 3)
NO. OF TRIP / TRUCK	120		
<u>ADD: SALES TAX</u>			
<u>TOTAL AMOUNT IN PKR: (INCLUDING ALL TAXES)</u>			

TERM'S & CONDITIONS / REQUIRED DOCUMENTS (MUST BE ENCLOSED HEREWITH)

- Rates are for Removal of all kind of Garbage from vessels by Truck at berths, Double Banks and Oil Pier.
- Rates are inclusive of all other expenses like Material, Labor and Equipment etc.
- Firms should be registered with taxation authorities FBR and SRB have valid National Tax Number (N.T.N) and Sales Tax Number (Valid copies to be attached).
- Firms should be enrolled/ enlisted on Active Taxpayers List (A.T.L) of FBR (Valid copy to be attached).
- Bids will be evaluated as per Negotiated Tendering Rule 42-(d)(iii) of Public Procurement Rule 2004.
- Bid validity for a period of 30 days.
- Order may be awarded to the lowest evaluated & Most Advantageous bidder.
- The successful bidder shall sign the closed framework agreement on non-judicial paper of Rs. 100/-, along with stamp duty at the rate of 0.35 paisa for every hundred rupees of the total contract amount.
- The successful bidder shall submit 10% of the contract amount as a performance guarantee, which will be refunded 30 days after the completion of the agreement.
- In case of discrepancy between unit price and total, the unit price shall prevail.
- Negotiation meeting of the subject tender will be held on above mentioned date and time at Procurement Department, 16th, Floor, PNSC Building M.T Khan Road Karachi.
- P.N.S.C Reserves the right to accept / reject any or all bids as per PPR 2004.

REGARD'S,
FOR PAKISTAN NATIONAL SHIPPING CORPORATION,

MUHAMMAD RIZWAN AZIZ, General Manager (Operation)

Operation Department, 15th, Floor, PNSC Building,
M.T Khan Road, Karachi. Pakistan.

PH: 92-21-99203980-99 (Ext: 4040 & 4060)

Email: rizwanaziz@pns.com.pk &

naveed.shaikh@pns.com.pk

COMPANY NAME: _____

ADDRESS: _____

CONTACT NO: _____ SIGNATURE: _____

COMPANY SEAL: _____ DATED: _____



FRAMEWORK AGREEMENT

This Service Contract is made and entered into at Karachi on the _____ Day of _____, 2026;

- BY & BETWEEN -

PAKISTAN NATIONAL SHIPPING CORPORATION (PNSC) a Statutory body incorporated under Pakistan National Shipping Corporation Ordinance 1979 (XX of 1979) having its Head Office at PNSC Building, Moulvi Tamizuddin Khan Road, Karachi, Pakistan (hereinafter referred to as the "Corporation", which term wherever it occurs in this contract shall mean and include its successors-in-interest, executors and permitted assign); party of the **FIRST PART.**

- AND -

M/S. _____ duly organized and existing under the laws of Islamic Republic of Pakistan having its registered office at _____ Karachi (Pakistan) (hereinafter referred to as "Services Provider/Contractor" which term wherever it occurs in these presents shall mean and include its successors-in-interest, executors and permitted assign); party of the **SECOND PART.**

This Agreement is subject to the provisions described in the Sections and Schedules listed below, and any amendments. This Agreement concludes a standing offer by the Supplier to **Procurement of Garbage Removal Services on PNSC Managed Chartered and Agency Vessels**, during the Term of the Agreement, as and when the PNSC wishes to purchase them, through a Call-off Contract.

The following documents shall be deemed to form and be read and construed as part of this Framework Agreement and, where indicated, to any Call-off Contract awarded under this Framework Agreement.

NOW THEREFORE, for and in consideration of the promises, covenant and contract hereinafter contained and to be performed by the parties hereto, the said parties hereby covenant and agree as follows:

- i) **Section A: Framework Agreement General Provisions,**
- ii) **Section B: Framework Agreement Specific Provisions,**

The successful bidder shall affix the contract form and terms & conditions on non-judicial paper of Rs. 100/- and stamp for stamp duty of @0.35 Thirty Five Paise for every Hundred Rupees of Total Contract Amount.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR RESPECTIVE HANDS THE DAY AND YEAR FIRST ABOVE WRITTEN

For and on behalf of PNSC:

Signature: _____

Name: _____

Designation: _____

Tel #: _____

For and on behalf of Contractor _____

Signature: _____

Name: _____

Designation: _____

Tel #: _____

WITNESSES:

1. _____

2. _____



SECTION A: FRAMEWORK AGREEMENT GENERAL PROVISIONS (FAGP)

1. DEFINITIONS

- a. The following words and expressions shall have the meanings hereby assigned to them
- b. "Base Price" is the Framework Agreement (FA) unit price prior to any price adjustment in accordance with FA Specific Provision FAGP 8.1.
- c. "Business Day" is any day that is an official working day of the Procuring Agency. It excludes the Procuring Agency's official public holidays.
- d. "Call-off Contract" is a contract awarded under a Framework Agreement, through a Secondary Procurement process, for the supply of Goods, and any Related Services.
- e. "Commencement Date" is the date this Framework Agreement is signed by both parties, being the commencement of the Term.
- f. "Contract Price" is the price payable to the Supplier as specified in the Call-off Contract, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- g. "Day" means calendar day.
- h. "Goods" means all goods, materials, items, commodities, raw material, machinery, equipment, and/or other materials, as specified in the FA Specific Provisions, that the Supplier is required to supply to the Procuring Agency under a Call-off Contract. Where appropriate, for the purpose of interpretation, the definition for Goods includes Related Services.
- i. "In Writing" means communicated or recorded in written form. It includes, for example: mail, e-mail, fax or communication through an electronic procurement system (provided that the electronic system is accessible, secure, ensures integrity and confidentiality, and has sufficient audit trail features).
- j. "Incoterms" means the international commercial terms for goods published by the International Chamber of Commerce (ICC).
- k. "Procuring Agency's Country" is the country specified in the FA Specific Provisions, if procurement is being made outside Pakistan.
- l. "Related Services" means the services incidental to the supply of the Goods, such as insurance, installation, training, initial maintenance and other such obligations of the Supplier, excluding inland transportation and other services required in the Procuring Agency's Country to convey the Goods to their final destination.
- m. "Secondary Procurement" is the method used to select a Supplier and award a Call-off Contract under this Framework Agreement.
- n. "Single-User Framework Agreement" means a Framework Agreement where there is only one Procuring Agency, as specified in the FA Specific Provisions.
- o. "Supplier" means the person, private or government entity, or a combination of the above, who has concluded a Framework Agreement to supply to a Procuring Agency, from time to time, and as and when required, the Goods, and, if applicable, Related Services, under a Call-off Contract.
- p. "Term" mean the duration of this Framework Agreement as described in the FA Specific Provisions starting on the Commencement Date. Where applicable, it includes any extension(s) to the initial Term, if permitted in the FA Specific Provisions.

2. FRAMEWORK AGREEMENT DOCUMENTS

- 2.1 This Framework Agreement (FA) shall be read as a whole. Where a documents is incorporated by reference into this Framework Agreement, it shall be deemed to form, and be read and construed, as part of this Framework Agreement.
- 2.2 This Framework Agreement comprises the documents specified in the **FA Specific Provisions**.

3. SUPPLIER'S OBLIGATIONS

- 3.1 The Supplier shall offer to supply (standing offer) to the Procuring Agency, the Goods, including any Related Services if applicable, described in the Framework Agreement Schedule 1: Schedule of Requirements, for the Term of this Framework Agreement, in accordance with the terms and conditions stipulated in this Framework Agreement.
- 3.2 During the Term of the Framework Agreement, the Supplier shall continue to be eligible and qualified, and the Goods shall continue to be eligible, as per the qualification and eligibility criteria stipulated in the Primary Procurement process and the provisions of sub-paragraphs 3a. to 3c. below The Supplier shall notify the Procuring Agency immediately, in writing, if it ceases to be qualified and/or ceases to be eligible, or the Goods cease to be eligible.
- 3.3 The Supplier undertakes to supply the Goods under a Call-off Contract. The Goods supplied shall be:
 - a) of the quality, type and as otherwise specified in the Framework Agreement, Schedule 1: Schedule of Requirements,
 - b) at the Contract Price specified in the Call-off Contract and
 - c) in such quantities, at such times and to such locations as specified in the Call-off Contract.
- 3.4 If specified in the **FA Specific Provisions**, at any point during Term of the Framework Agreement should technological advances be introduced by the Supplier for the Goods originally offered by the Supplier in its bid and still to be delivered, the Supplier shall offer to the Procuring Agency(s) of the Call-off Contract the latest versions of the available Goods having equal or better performance or functionality at no additional cost to the Procuring Agency (s).
- 3.5 The Supplier agrees that the Call-off Contract General Conditions of Contract set out in the Framework Agreement, Schedule 4, and Call-off Contract Special Conditions of Contract set out in a Call-off Contract, shall apply to the supply of Goods



4. CONTINUED QUALIFICATION AND ELIGIBILITY

- 4.1 The Supplier, shall continue to have the nationality of an eligible country as specified in the **FA Specific Provisions**. A Supplier or subcontractor, shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in, and operates in conformity with, the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be.
- 4.2 All Goods and Related Services to be supplied under a Call-off Contract shall continue to have their origin in eligible Countries as specified in the **FA Specific Provisions**. For the purpose of this provision, origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. Ineligible Countries, if any, are listed in the **FA Specific Provisions**.
- 4.3 To continue to be eligible the Supplier shall not have been sanctioned by pursuant to the Anti-Corruption Law, and in accordance with its prevailing sanctions policies and procedures as set forth by the Public Procurement Regulatory Framework as described in Section B, Framework Agreement General Provisions. Where the Supplier has been so sanctioned it will be ineligible for the duration of the period of time as determined by the Procuring Agency or Public Procurement Regulatory Authority.
- 4.4 The Procuring Agency may require, during the Term of the Framework Agreement, evidence of the Supplier's continued qualification and eligibility, and the Goods continued eligibility. Failure to provide such evidence, as requested, may result in the Supplier being disqualified from participating in a Secondary Procurement process, and/or being awarded a Call-off Contract, and/or the termination of the Framework Agreement.

5. TERM

- 5.1 This Framework Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with the provisions of this Framework Agreement, or the general law, shall continue until the end of the Term specified in the **FA Specific Provisions**.
- 5.2 Where permitted in the **FA Specific Provisions**, the Term may be extended (subject to the condition that the total duration of the framework agreement shall not exceed three year), at the Procuring Agency's sole discretion, and where there has been satisfactory performance by the Supplier. To extend the Term, the Procuring Agency shall give the Supplier no less than three (3) months' notice, In Writing, prior to the date on which the Framework Agreement would otherwise have expired.

6. REPRESENTATIVE

- 6.1 The representatives for each party, who shall be the primary point of contact for the other party in relation to matters arising from this Framework Agreement, are specified in the **FA Specific Provisions**. Should the representative be replaced, the party replacing the representative shall promptly inform the other party In Writing of the name and contact details of the new representative. Any representative appointed shall be authorized to make decisions on the day to day operation of the Framework Agreement.

7. ROLE OF PROCURING AGENCY

- 7.1 The role of PA is to manage and administer the Framework Agreement(s). The Procuring Agency is responsible for all matters pertaining to the Framework Agreement including, for example, amendments, suspension and termination of the Framework Agreement. For matters relating to individual Call-off Contracts, all communications, including notices, must be made to the Procuring Agency named in the Call-off Contract.

8. CONTRACT PRICE

- 8.1 The Contract Price for each Call-off Contract, shall be determined as specified in the **FA Specific Provisions**.

9. PERFORMANCE SECURITY (OR GUARANTEE)

- 9.1 The Procuring Agency may require a performance security (or guarantee) from the Supplier in relation to the performance of a specific Call-off Contract. In this event, the Supplier shall comply with the relevant provisions relating to Performance Security (or guarantee) contained in the Call-off Contract Special Conditions of Contract.

10. LANGUAGE

- 10.1 This Framework Agreement, and any Call-off Contract, as well as all correspondence and documents relating to this Framework Agreement, and any Call-off Contract, exchanged by the Procuring Agency and Supplier, shall be written in the language specified in the **FA Specific Provisions**. Supporting documents and printed literature that are part of this Framework Agreement, and any Call-off Contract, may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of this Framework Agreement, and any Call-off Contract, this translation shall govern.
- 10.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

11. NOTICES

- 11.1 Any notice given by one party to the other pursuant to this Framework Agreement shall be in Writing to the address specified in the **FA Specific Provisions**. A notice shall be effective when delivered, or on the notice's effective date, whichever is later.

12. FRAUD AND CORRUPTION

- 12.1 The Procuring Agency requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Primary or Secondary Procurement process or execution of a Call-off Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.



13. RECORDS, INSPECTIONS AND AUDIT

13.1 The Supplier shall keep, and shall make all reasonable efforts to cause its subcontractor(s), if any, to keep, accurate and systematic accounts and records in respect of this Framework Agreement, the Goods, and any Call-off Contract, in such form and details as will clearly identify relevant time changes and costs.

14. CONFIDENTIAL INFORMATION

14.1 The Procuring Agency and the Supplier shall keep confidential and shall not, without the consent In Writing from the other, divulge to any third party any documents, data, or other information furnished directly or indirectly by either party in connection with the Framework Agreement.

14.2 The obligation of a party under **FAGP 14. 1.** above, shall not apply to information that:

- a) now, or in future, enters the public domain through no fault of that party
- b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party
- c) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

15. GOVERNING LAW

15.1 This Framework Agreement, and any Call-off Contract, shall be governed by, and interpreted in accordance with the applicable State Laws, unless otherwise specified in the **FA Specific Provisions**, or the Special Conditions of Contract as set out in any Call-off Contract.

16. CHANGE TO THE FRAMEWORK AGREEMENT

16.1 Any change to this Framework Agreement, including an extension of the Term (subject to the condition that the total duration of the framework agreement shall not exceed three year), must be In Writing and signed by both Parties. A change can be made at any time after this Framework Agreement has been signed by both Parties, and before it expires.

17. TERMINATION OF THE FRAMEWORK AGREEMENT

17.1 The Procuring Agency, without prejudice to any other remedy for breach of the Framework Agreement, may terminate this Framework Agreement immediately, by notice in writing to the Supplier, if:

- a) in the judgment of the Procuring Agency, the Supplier has engaged in Fraud and Corruption, or
- b) during the Term of the Framework Agreement, the Supplier ceases to be qualified or eligible as per FAGP 4. or
- c) the Supplier purports to assign, or otherwise transfer or dispose of this Framework Agreement, in whole, or in part, without the prior written consent of the Procuring Agency, or
- d) the Supplier becomes bankrupt or otherwise insolvent.

17.2 The Procuring Agency may terminate this Framework Agreement, in whole or in part, by notice In Writing sent to the Supplier, at any time, for its convenience. The notice of termination shall specify that the termination is for the Procuring Agency's convenience, the extent to which the performance of the supplier under the Framework Agreement is terminated, and the date upon which such termination becomes effective.

18. CONSEQUENCE OF EXPIRY OR TERMINATION

18.1 Upon expiry, or earlier termination of this Framework Agreement, all Call-off Contracts entered into under this Framework Agreement shall continue in full force and effect unless otherwise terminated under the Call-off Contract General or Specific Conditions of Contract. However, no further Call off Contracts shall be awarded once the Framework Agreement is terminated.

19. DISPUTE RESOLUTION IN RELATION TO THIS FRAMEWORK AGREEMENT

19.1 In the case of a dispute arising out of, or in connection with this Framework Agreement, the Parties shall, in good faith, make every reasonable effort to communicate and cooperate with each other with a view to amicably resolving the dispute.

19.2 Where parties have exhausted the process described in **FAGP 19.1**, the parties may, by mutual agreement, nominate and refer the dispute to an adjudicator/mediator to assist in the resolution of the dispute. Parties will meet their own costs associated with such a referral, and split the costs of the adjudicator/mediator. In appointing the adjudicator/mediator parties should agree whether or not the adjudicator's/mediator's decision is to be final and binding.

20. DISPUTE RESOLUTION IN RELATION TO CALL-OFF CONTRACTS

20.1 The Procuring Agency and the Supplier for a Call-off Contract shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

20.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Agency or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this provision shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **FA Specific Provisions**.

20.3 Notwithstanding any reference to arbitration herein,

- a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- b) the Procuring Agency shall pay the Supplier any monies due the Supplier..



SECTION B: FRAMEWORK AGREEMENT SPECIFIC PROVISIONS

The following Framework Agreement Specific Provisions (FASP) shall supplement and/or amend the Framework Agreement General Provisions (FAGP). Whenever there is a conflict between the FAGP and FASP, the provisions of the FASP shall prevail.

Framework Agreement General Provision	DESCRIPTION
FAGP 1.1 (g) Goods	This Framework Agreement relates to the purchase and supply, under a separate Call-off Contract <i>Negotiated Tendering for Procurement Of Garbage Removal Services On PNSC Managed, Chartered And Agency Vessels At Karachi Port For A Period Of One Year</i>
FAGP 1.1, (m)&(s) Single /Multi-User Insert Multi user definition in FAGP	This is a Single-User Framework Agreement .
FAGP 1.1 (J) Procuring Agency' Country	The Procuring Agency's Country is: Pakistan
FAGP 2.2 Framework Agreement Documents	This Framework Agreement comprises the following documents: a) Framework Agreement, including all Sections and Schedules, (b). Notice of Conclusion of a Framework Agreement, and (c). Letter of Bid
FAGP 3.4 Supplier's Obligations	As specified in scope and Contract
FAGP 4. Eligibility	At the present time, firm's services from the following countries are excluded from this Framework Agreement as being ineligible. <i>list of the countries to apply the restriction or state Israel and India</i>
FAGP 5.1 Term	The Term of this Framework Agreement is One 01 Year from the Commencement Date.
FAGP 5.2 Term extension(s)	The total duration of the framework agreement shall not exceed One (01) Year.
FAGP 6.1 Representatives	Procuring Agency's Representatives: The name and contact details of the Procuring Agency's Representative under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are: Name: NAVEED AHMED SHAIKH, Title/position: MANAGER (OPERATIONS), Address: Operation Department, Fifteen Floor, PNSC Building, Karachi. Phone: +92-21-99204007 (Ext: 4060), Mobile: +92-0300-8275030, E-mail: naveed.shaikh@pns.com.pk
FAGP 6.1 Representatives	Supplier's Representatives: <i>The name and contact details of the Supplier's Representative, for the purposes of this Framework Agreement, and the address for notices in relation to this Framework Agreement are:</i> Name: _____, Title/position: _____ Address: _____, Phone: _____ Mobile: _____, E-mail: _____
FAGP 8.1 Contract Price	The Contract Price that will apply to the purchase of Garbage Removal Services On PNSC Managed, Chartered And Agency Vessels At Karachi Port under a Call-off Contract shall be: For Direct Selection: the Base Price stipulated in the Framework Agreement, Schedule 2, subject to provisions below.
FAGP 8.1 Contract Price	"The Base Price offered by the Supplier, as stipulated in the FA, shall apply to all Call-off Contracts awarded during the Term of the FA. The Base Price shall not be subject to any price adjustment during a Secondary Procurement, and/or an award of a Call-off Contract."
FAGP 3.1 & 8.1 Contract Price	if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Pakistan (or the Procuring Agency's Country where the Project Site is located) (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Period and/or the Base Price, then such Delivery Period and/or Base Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Framework Agreement. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with FAGP 8.1 .
FAGP 9.1 Performance Security (or Guarantee)	The amount of performance Guarantee, as a percentage of the Contract Price, shall be: [10% of Total Contract Price]
FAGP 10.1 Language	The language of this Framework Agreement and any Call-off Contract is: [English] .
FAGP 20.2 Dispute Resolution in relation to Call-off Contract.	Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the Arbitration Act 1940" The place of arbitration will be Karachi Pakistan

