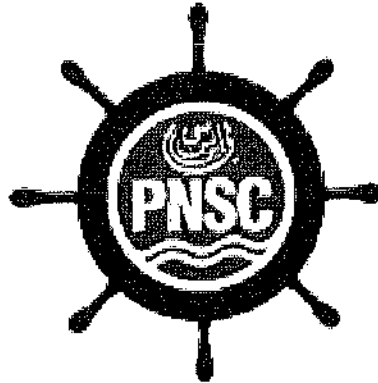


NATIONAL STANDARD PROCUREMENT DOCUMENTS
(INTERNATIONAL COMPETITIVE BIDDING)

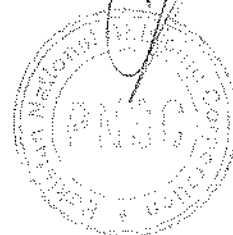
**PRE-QUALIFICATION FOR PROCUREMENT OF WIRES/ROPES/TAILS
FOR PNSC MANAGED VESSEL**



PAKISTAN NATIONAL SHIPPING CORPORATION

JANUARY 2026

M/S. _____





PAKISTAN NATIONAL SHIPPING CORPORATION

(Statutory Corporation, Established under the Ordinance XX of 1979)

INVITATION FOR PREQUALIFICATION (Subsequent to Open Framework Agreement)

NOTICE OF PRE-QUALIFICATION FOR PROCUREMENT OF WIRES/ROPES/TAILS FOR PNSC VESSEL

TENDER NO: PRCD/WIRE-ROPE-TAIL/PNSC/2026/460

1. The Pakistan National Shipping Corporation (PNSC) has sufficient funds from its own resources toward the expenditure of WIRES/ROPES AND TAILS FOR PNSC MANAGED VESSELS, and intends to apply part of the proceeds toward payments under the contract for Pre-Qualification for procurement of wires/ropes/tails for PNSC Vessel.
2. The Pakistan National Shipping Corporation intends to prequalify suppliers to sign the Open framework agreement with the Eligible suppliers.
3. The objective of the intended open framework agreement is the on-demand supply for wires/ropes/tails for PNSC Vessel, the purpose of this Prequalification Notice is to provide the very basic information to enable the potential applicants to decide whether or not to respond to this Prequalification Notice.
4. Only the prequalified applicants shall be entitled to participate in the procurement proceedings, and it is expected that the Invitation to Bids will be made to the Prequalified Applicants in **MARCH 2026**.
5. Prequalification process is open for all international Applicants subject to fulfilling the eligibility requirements mentioned in the respective Prequalification Documents. Interested Applicants may obtain further information from the Pakistan National Shipping Corporation (PNSC) at the address mentioned below during office hours 0930 to 1630 hours.
6. A complete set of Prequalification Documents in English may be downloaded from the website www.pnsc.com.pk after signing up and giving necessary details, which will be required for keeping the record of potential applications, who are also instructed to remain in touch with the respective web-link for observing amendment(s), if any, in Prequalification Documents.
7. Applications for Pre-qualification documents duly filled-in signed and stamped must be received through e-mail only on stores.tender1@pnsc.com.pk by 11:00 AM (GMT 0600) on **February 17th, 2026**. Prequalification Applications shall be opened on same day at 11:30 AM (GMT 0630) in the presence of applicants who wish to attend.
8. PNSC reserves the right to accept or reject any or all Bids as per Public Procurement Rules, 2004.

MUHAMMAD SHOAIB IDREES (MANAGER |SS&B)

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

Phone: **+92-21-99203980 to 99 (20 lines) Ext: 6050.**

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Website: www.pnsc.com.pk



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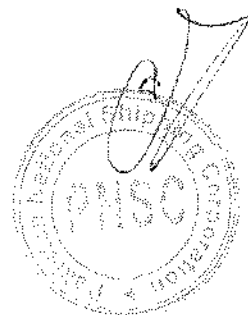
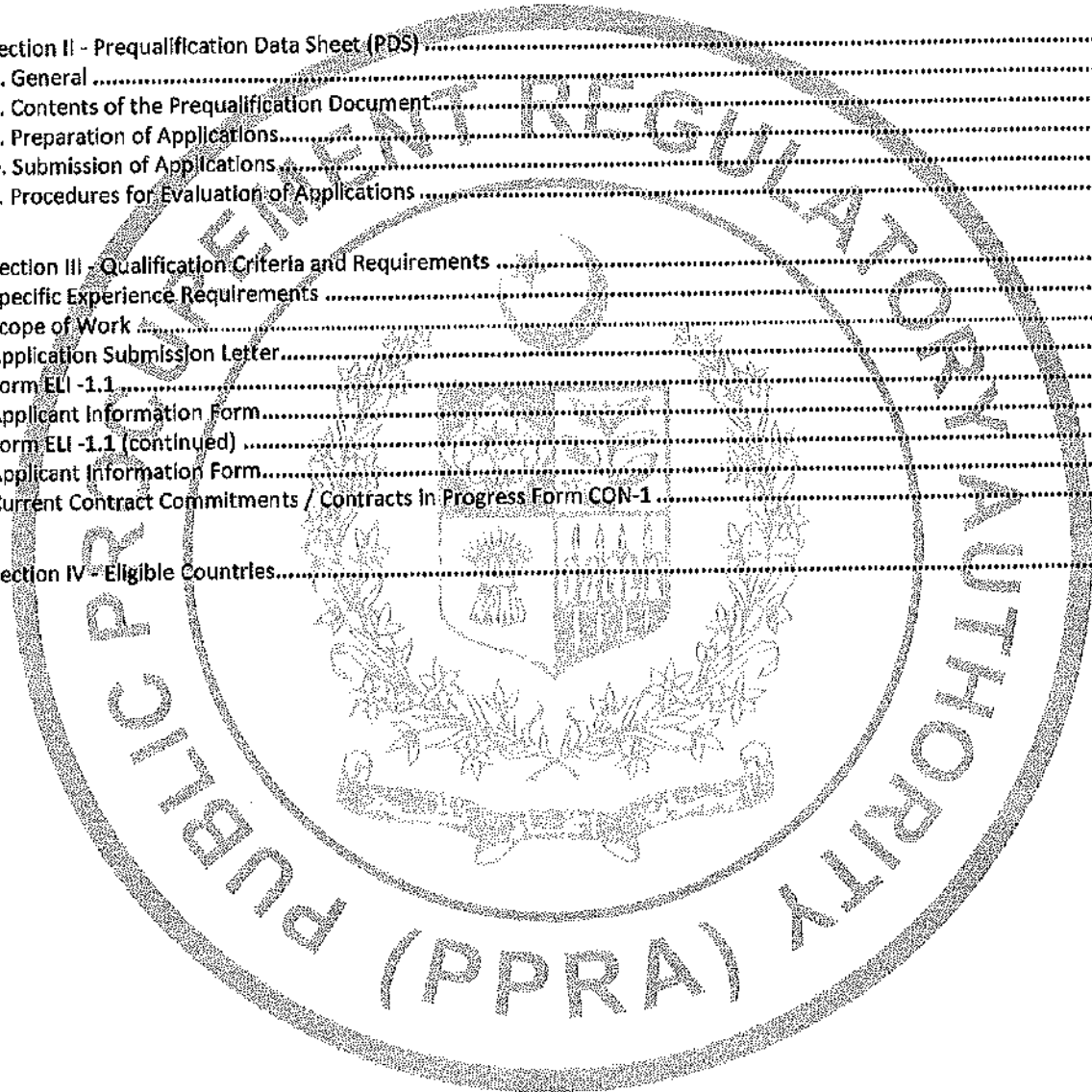
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SECTION I - INSTRUCTIONS TO APPLICANTS

A. GENERAL

1. SCOPE OF APPLICATION

- 1.1 In connection with the "invitation for Prequalification", the Procuring Agency, as defined in Section II (Prequalification Data Sheet abbreviated as PDS), issues this set of Prequalification Documents (PD) to prospective applicants (also hereinafter referred as Applicants) interested in submitting applications (also hereinafter referred as Applications) to determine the capacity and capability of the Applicant(s) for SUPPLY OF WIRES, ROPES AND TAILS FOR PNSC MANAGED VESSELS.

2. SOURCE OF FUNDS

- 2.1 Source of funds is same as referred in Invitation for Prequalification.

3. FRAUD AND CORRUPTION

- 3.1 The Procuring Agency requires that the Applicants/Bidders / Suppliers / Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such agreements and contracts.
- 3.2 The Applicants / Bidders shall permit and shall cause their agents (whether declared or not), sub-contractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any, Application/Bid submission, Primary Procurement process, Framework Agreement performance, Secondary Procurement process, and/or Call-off Contract performance (in the case of award of a Call-off Contract), and to have them audited by auditors appointed by the Procuring Agency.
- 3.3 Any communications between the Applicant and the Procuring Agency related to matters of alleged corrupt and fraudulent practices must be made in writing or in electronic forms that provide record of the content of communication.
- 3.4 Procuring Agency will reject an application or bid or proposal, if it is established that the Applicant or the Bidder or Prosper was engaged in corrupt and fraudulent practices in competing for the contract.
- 3.5 Procuring Agency will also declare the Applicant as blacklisted in accordance with Public Procurement Rule 19 and predefined standard mechanism.

4. ELIGIBLE APPLICANTS

- 4.1 An Applicant may be a private entity, a state-owned enterprise or institution subject to ITB 4.6, or any combination of such entities in the form of a joint venture (JV) under an existing JV agreement or with the intent to enter into such an agreement supported by a letter of intent. In case of single (private or state-owned entity), it shall be liable for execution of all the provisions of the Framework Agreement (if signed b/w the Procuring Agency and the entity), the execution of any Call-off Contract(s) awarded (to the entity) under the Framework Agreement in accordance with the Call-off Contract conditions that apply. In the case of a joint venture, all members shall be jointly and severally liable for the execution of all the provisions of the Framework Agreement (if signed b/w the Procuring Agency and the JV), the execution of any Call-off Contract(s) awarded (to the JV) under the Framework Agreement in accordance with the Call-off Contract conditions that apply. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Prequalification process, Bidding process (in the event the prequalified JV submits a Bid) and during the period of framework agreement and contract execution (in the event the JV is awarded the Contract). Unless specified in the PDS, there is no limit on the number of members in a JV.
- 4.2 An Applicant may apply for Prequalification both individually, and as part of a joint venture, or participate as a subcontractor. If prequalified as a JV only, it will not be permitted to bid for the same contract as an individual entity. Bids submitted in violation of this provision will be rejected.
- 4.3 An Applicant and any of its affiliates (that directly or indirectly control, are controlled by or are under common control with that entity) may submit its Application for Prequalification either individually, as joint venture or as a subcontractor among them for the same contract. However, if prequalified only one prequalified Applicant will be allowed to bid for the same contract. All Bids submitted in violation of this provision will be rejected.
- 4.4 Applicants shall be considered to have a conflict of interest, if they participated as a consultant in the preparation of the design or technical specifications or have been hired or proposed to be hired by the Procuring Agency for execution of subsequent Framework Agreement(s) or Call off Contract(s). In addition, Applicants may be considered to have a conflict of interest if they have a close business or family relationship with such professional staff of the Procuring Agency (or a recipient of a part of the funds) who:
- a. are directly or indirectly involved in the preparation of the Prequalification Documents or Bidding Documents or specifications of the Framework Agreement or Call-off Contract and/or the Prequalification or Bid evaluation process of such Contract; or
 - b. Would be involved in the implementation or supervision of such Framework Agreement or Call-off Contract, unless the conflict stemming from such relationship has been resolved throughout the Procurement Process, Bidding process during the execution of the Framework Agreement and/or Call-off Contract.

- 4.5 An Applicant that has been declared debarred or blacklisted shall be ineligible to be prequalified to bid or enter into any Framework Agreement or Call-off Contract for such period of time and for such type of procurement for which he has been declared debarred or blacklisted. The list of debarred firms and individuals is available at PPRA's website.
- 4.6 An Applicant shall provide such documentary evidence for determining the eligibility of the Applicant to the reasonable satisfaction of the Procuring Agency.

5. ELIGIBILITY (IN TERMS OF NATIONALITY)

- 5.1 Applicants may be Ineligible if they are nationals of ineligible countries as indicated in Section IV.

B. CONTENTS OF THE PREQUALIFICATION DOCUMENTS

6. SECTIONS OF PREQUALIFICATION DOCUMENTS

- 6.1 This set of Prequalification Documents consists of Parts 1 and 2 which comprise all the sections indicated below, and which should be read in conjunction with any Addendum issued in accordance with ITA 8.

PART 1 PREQUALIFICATION PROCEDURE

- Section I - Instructions to Applicants (ITA)
- Section II - Prequalification Data Sheet (PDS)
- Section III - Qualification / Eligibility Criteria and Requirement
- Section IV - Eligible Countries

- 6.2 Unless obtained directly from the Procuring Agency or downloaded directly from the website link referred in the Invitation for Prequalification, the Procuring Agency accepts no responsibility for the completeness of the Prequalification documents; responses to requests for clarification, the minutes of the pre-Application meeting (if any), or Addenda to the Prequalification documents in accordance with ITA 8. In case of any discrepancies, documents issued directly by the Procuring Agency or downloaded from the website link shall prevail.
- 6.3 The Applicant is expected to examine all instructions, forms, and terms in the Prequalification Documents and to furnish with its Application all information or documentation as is required by the Prequalification Documents.

7. CLARIFICATION OF PREQUALIFICATION DOCUMENTS AND PRE-APPLICATION MEETING

- 7.1 An Applicant requiring any clarification of the Prequalification Documents shall contact the Procuring Agency in writing at the Procuring Agency's address indicated in the PDS. The Procuring Agency will respond in writing to any request for clarification provided that such request is received no later than three (03) days prior to the deadline for submission of the Applications. The Procuring Agency shall forward a copy of its response to all prospective Applicants who have obtained the Prequalification Documents directly from the Procuring Agency (or through its website link), including a description of the inquiry but without identifying its source. If so indicated in the PDS, the Procuring Agency shall also promptly publish its response at the web page identified in the PDS. Should the Procuring Agency deem it necessary to amend the Prequalification Documents as a result of a clarification, it shall do so following the procedure under ITA 8 and in accordance with the provisions of ITA 17.2.
- 7.2 If indicated in the PDS, the Applicant's designated representative is invited at the Applicant's cost to attend a pre-Application meeting at the place, date and time mentioned in the PDS. During this Pre-Application meeting, prospective Applicants may request clarification of the schedule of requirement, the qualification criteria or any other aspects of the Prequalification Documents.
- 7.3 Minutes of the Pre-Application meeting, if applicable, including the text of the questions asked by Applicants, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Applicants who have obtained the Prequalification Documents. Any modification to the Prequalification Documents that may become necessary as a result of the pre-Application meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITA 8. Non-attendance at the pre-Application meeting will not be a cause for disqualification of an Applicant.

8. AMENDMENT OF PREQUALIFICATION DOCUMENTS

- 8.1 At any time prior to the deadline for submission of Applications, the Procuring Agency may amend the Prequalification Documents by issuing an Addendum.
- 8.2 Any Addendum issued shall be part of the Prequalification Document and shall be communicated in writing to all Applicants who have obtained the Prequalification Documents from the Procuring Agency. The Procuring Agency shall promptly publish the Addendum at the Procuring Agency's web page identified in the PDS: Provided that an Applicant who had either already submitted their Applications or handed over the applications to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed Application and submits the revised Application prior to the original or extended Application submission deadline.
- 8.3 To give Applicants reasonable time to take an Addendum into account in preparing their Applications, the Procuring Agency may at its discretion, extend the deadline for the submission of Applications in accordance with ITA 17.2: Provided that the Procuring Agency shall extend the deadline for submission of Applications, if such an addendum is issued within last three (03) days of the Application submission deadline.

C. PREPARATION OF APPLICATIONS

9. COST OF APPLICATIONS

- 9.1 The Applicant shall bear all costs associated with the preparation and submission of its Application. The Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Prequalification process.

10. LANGUAGE OF APPLICATION

- 10.1 The Application as well as all correspondence and documents relating to the Prequalification exchanged by the Applicant and the Procuring Agency, shall be written in the language specified in the PDS. Supporting documents and printed literature that are part of the Application may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the language specified in the PDS, in which case, for purposes of interpretation of the Application, the translation shall govern.

11. DOCUMENTS COMPRISING THE APPLICATION

- 11.1 The Application shall comprise the following:
- (a) **Application Submission Letter:** in accordance with ITA 12.1;
 - (b) **Eligibility:** documentary evidence establishing the Applicant's eligibility, in accordance with ITA 13.1;
 - (c) **Qualifications:** documentary evidence establishing the Applicant's qualifications, in accordance with ITA 14; and
 - (d) any other document required as specified in the PDS

12. APPLICATION SUBMISSION LETTER

- 12.1 The Applicant shall complete an Application Submission Letter as provided in Section IV (Application Forms). This Form must be completed without any alteration to its format.

13. DOCUMENTS ESTABLISHING THE ELIGIBILITY OF THE APPLICANT

- 13.1 To establish its eligibility in accordance with ITA 4, the Applicant shall complete the eligibility declarations in the Application Submission Letter and Form ELI-1.1 (eligibility), included in Section IV (Application Forms).

14. DOCUMENTS ESTABLISHING THE QUALIFICATIONS OF THE APPLICANT

- 14.1 To establish its qualifications to perform the contract(s) in accordance with Section III (Qualification Criteria and Requirements), the Applicant shall provide the information requested in the corresponding Information Sheets included in Section IV (Application Forms).
- 14.2 Wherever an Application Form requires an Applicant to state a monetary amount, Applicants should indicate the Pak Rupee equivalent using the rate of exchange determined as follows:
- (a) For turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted).
 - (b) Value of single contract - Exchange rate prevailing on the date of the contract.
- 14.3 Exchange rates shall be taken from the publicly available source identified in the PDS. Any error in determining the exchange rates in the Application may be corrected by the Procuring Agency.
- 14.4 The documentary evidence of the Applicant's qualifications to conclude a Framework Agreement, and/or to perform any Call-off Contract(s) if awarded, shall establish to the Procuring Agency's satisfaction:
- a. that, if required in the BDS, an Applicant that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV-A (Bidding Forms) to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Procuring Agency's Country;
 - b. that, if required in the BDS, in case of an Applicant not doing business within Islamic Republic of Pakistan (or the country where the procurement is being made), the Applicant is, or will be, (if awarded the call off contract) represented by an Agent in the country, equipped and able to carry out the Supplier's maintenance, repair, and spare parts stocking obligations in respect of the Goods.

15. SIGNING OF THE APPLICATION AND NUMBER OF COPIES

- 15.1 The Applicant shall prepare one set of the original documents comprising the Application as described in ITA 11 and clearly mark it "ORIGINAL". The original set of the Application shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Applicant. In case the Applicant is a JV, the Application shall be signed by an authorized representative of the JV on behalf of the JV and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized signatories.
- 15.2 The Applicant shall submit copies of the signed original Application, in the number specified in the PDS, and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.
- 15.3 When the Applications are submitted electronically, if permitted pursuant to ITA 17.1, The Applicant shall submit ORIGINAL and COPIES in accordance with the procedures specified in the PDS.

D. SUBMISSION OF APPLICATIONS

16. SEALING AND IDENTIFICATION OF APPLICATIONS

- 16.1 The Applicant shall enclose the original and the copies of the Application in a sealed envelope that shall:

- (a) Bear the name and address of the Applicant;
 - (b) Be addressed to the Procuring Agency, in accordance with ITA 17.1; and
 - (c) Bear the specific identification of this Prequalification process indicated in the PDS reference ITA 1.1.
- 16.2 When the Applications are submitted electronically, if permitted pursuant to ITA 17.1, The Applicant shall seal the original and the copies in accordance with the procedures specified in the PDS.
- 16.3 The Procuring Agency will accept no responsibility for not processing any envelope that was not identified as required in ITA 16.1 above.

17. DEADLINE FOR SUBMISSION OF APPLICATIONS

- 17.1 Applicants may either submit their Applications by mail, by courier or by hand. Applications shall be received by the Procuring Agency at the address and no later than the deadline indicated in the PDS. When so specified in the PDS, Applicants have the option of submitting their Applications electronically, in accordance with electronic Application submission procedures specified in the PDS.
- 17.2 If required in accordance with the provisions of ITA 8.3, the Procuring Agency will extend the deadline for the submission of Applications, in which case all rights and obligations of the Procuring Agency and the Applicants subject to the previous deadline shall thereafter be subject to the deadline as extended.
- 17.3 The deadline will be extended in the same manner as that of original Invitation for Prequalification (or the advertisement).

18. LATE APPLICATIONS

- 18.1 The Procuring Agency reserves the right to accept Applications received after the time for submission of Applications, however subject to the condition that the same is received within the date specified as last date for submission of applications but before the time for opening of the Applications.

19. OPENING OF APPLICATIONS

- 19.1 The Procuring Agency shall open all Applications at the date, time and place specified in the PDS. Late Applications shall be treated in accordance with ITA 18.1.
- 19.2 Applications submitted electronically, if permitted pursuant to ITA 17.1, shall be opened in accordance with the procedures specified in the PDS.
- 19.3 The Procuring Agency shall prepare a record of the opening of Applications to include, as a minimum, the name of the Applicants. A copy of the record shall be distributed to all Applicants.

E. PROCEDURES FOR EVALUATION OF APPLICATIONS

20. CONFIDENTIALITY

- 20.1 Information relating to the Applications, their evaluation and results of the Prequalification shall not be disclosed to Applicants or any other persons not officially concerned with the Prequalification process until the notification of Prequalification results is made to all Applicants in accordance with ITA 28.
- 20.2 From the deadline for submission of Applications to the time of notification of the results of the Prequalification in accordance with ITA 28, any Applicant that wishes to contact the Procuring Agency on any matter related to the Prequalification process may do so only in writing.

21. CLARIFICATION OF APPLICATIONS

- 21.1 To assist in the evaluation of Applications, the Procuring Agency may, ask an Applicant for a clarification (including missing documents) of its Application, to be submitted within a stated reasonable period of time. Any request for clarification from the Procuring Agency and all clarifications from the Applicant shall be in writing.
- 21.2 If an Applicant does not provide clarifications and/or documents requested by the date and time set in the Procuring Agency's request for clarification, its Application shall be evaluated based on the information and documents available at the time of evaluation of the Application.

22. RESPONSIVENESS OF APPLICATIONS

- 22.1 The Procuring Agency may reject any Application which is not responsive to the requirements of the Prequalification Documents. In case the information furnished by the Applicant is incomplete or otherwise requires clarification as per ITA 21.1, and the Applicant fails to provide satisfactory clarification and/or missing information within prescribed time, it may result in disqualification of the Applicant.

23. MARGIN OF PREFERENCE

- 23.1 Unless otherwise specified in the PDS, a margin of preference shall not apply in the Bidding process resulting from this Prequalification.

24. SUB-CONTRACTORS

- 24.1 Subcontractors' qualification and experience will not be considered for evaluation of the Applicant. The Applicant on its own (without taking into account the qualification and experience of the Subcontractor) should meet the qualification criteria.

F. EVALUATION OF APPLICATIONS AND PREQUALIFICATION OF APPLICANTS



25. EVALUATION OF APPLICATIONS

- 25.1 The Procuring Agency shall use the factors, methods, criteria, and requirements defined in Section III, Qualification Criteria and Requirements, to evaluate the qualifications of the Applicants, and no other methods, criteria, or requirements shall be used. The Procuring Agency reserves the right to waive minor deviations from the qualification criteria if they do not materially affect the technical capability and financial resources of an Applicant to perform the contract, however subject to the provisions of ITA 27.
- 25.2 Subcontractors proposed by the Applicant shall be fully qualified for their parts of the Scope of Supply of the Goods and Allied Services.
- 25.3 In case of multiple contracts, Applicants should indicate in their Applications the individual contract or combination of contracts in which they are interested. The Procuring Agency shall prequalify each Applicant for the maximum combination of contracts for which the Applicant has thereby indicated its interest and for which the Applicant meets the appropriate aggregate requirements. The Qualification Criteria and Requirements are mentioned in Section III.
- 25.4 Only the qualifications of the Applicant shall be considered. The qualifications of other related entities such as the Applicant's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Applicant shall not be taken into consideration in determining the qualifications of the Applicant.

26. PROCURING AGENCY'S RIGHT TO ACCEPT OR REJECT APPLICATIONS

- 26.1 The Procuring Agency reserves the right to accept or reject all the Applications, and to annul the Prequalification process at any time, without thereby incurring any liability to the Applicants.

27. PREQUALIFICATION OF APPLICANTS

- 27.1 All Applicants whose Applications substantially meet or exceed the specified qualification requirements will be prequalified by the Procuring Agency.
- 27.2 An Applicant may be "conditionally prequalified," that is, qualified subject to the Applicant submitting or correcting certain specified nonmaterial documents or deficiencies to the satisfaction of the Procuring Agency.
- 27.3 Applicants that are conditionally prequalified will be so informed along with the statement of the condition(s) which must be met to the satisfaction of the Procuring Agency before or at the time of submitting their Bids.

28. NOTIFICATION OF PREQUALIFICATION

- 28.1 The Procuring Agency shall notify all Applicants in writing of the names of those Applicants who have been prequalified or conditionally prequalified. In addition, those Applicants who have been disqualified will be informed separately.
- 28.2 The procuring agency shall communicate to those suppliers or contractors who have not been pre-qualified the reasons for not pre-qualifying them.

29. REQUEST FOR BIDS

- 29.1 Promptly after the notification of the results of the Prequalification, the Procuring Agency will invite the Bids from all the Applicants that have been prequalified.

30. CHANGES IN QUALIFICATIONS OF APPLICANTS

- 30.1 Any change in the structure or formation of an Applicant after being prequalified in accordance with ITA 27 and invited to bid (including, in the case of a JV, any change in the structure or formation of any member thereto) shall be subject to the written approval of the Procuring Agency prior to the deadline for submission of Bids. Such approval shall be denied if:

- (a) a prequalified Applicant proposes to associate with a disqualified Applicant or in case of a disqualified joint venture, any of its members;
- (b) as a consequence of the change, the Applicant no longer substantially meets the qualification criteria set forth in Section III, Qualification Criteria and Requirements; or
- (c) in the opinion of the Procuring Agency, the change may result in a substantial reduction in competition.

- 30.2 Any such change should be submitted to the Procuring Agency before the date of "Invitation to Bids".

31. CONSTITUTION OF GRIEVANCE REDRESSAL

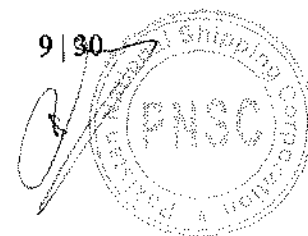
- 31.1 Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.
- 31.2 Any party or applicant can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the application/proposal submission deadline.
- 31.3 Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven of the announcement of technical evaluation report and five days after issuance of final evaluation report.
- 31.4 In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
- 31.5 In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report;

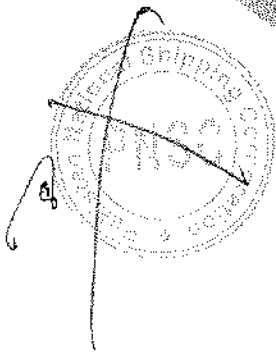
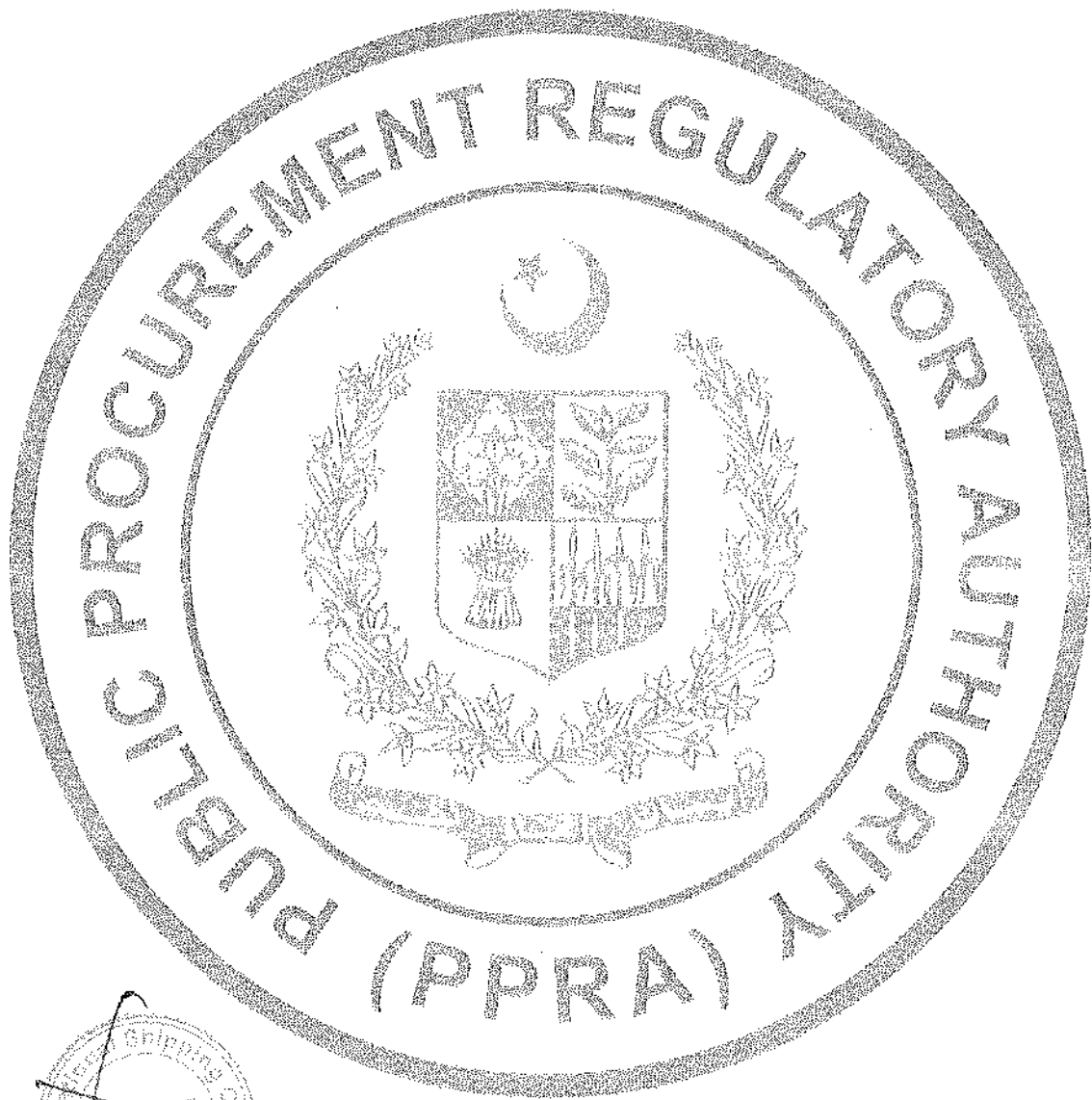
Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.

- 31.6 The GRC shall investigate and decide upon the complaint within ten days of its receipt.
- 31.7 Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the fee as prescribed in "Redressal of Grievance Regulations, 2021".
- 31.8 The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal.
- 31.9 The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
- 31.10 The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
- 31.11 The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.

32. MECHANISM OF BLACKLISTING

- 32.1 The Procuring Agency shall bar for the time prescribed under Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either:
- I. Involved in corrupt and fraudulent practices as defined under rule-2;
 - II. Fails to perform his contractual obligations; or
 - III. Fails to abide by bid securing declaration;
- 32.1 The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either:
- I. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules;
 - II. Fails to perform his contractual obligations; and
 - III. Fails to abide by the id securing declaration;
- 32.2 The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
- 32.3 The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice
- 32.4 In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
- 32.5 In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
- 32.6 The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
- 32.7 The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing..
- 32.8 The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
- 32.9 Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
- 32.10 The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition
- 32.11 The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
- 32.12 The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.





SECTION II - PREQUALIFICATION DATA SHEET (PDS)

A. GENERAL

ITA 1.1	The identification number of the Invitation for Prequalification is: <u>PRCD/WIRE-ROPE-TAILS/PNSC/2026/460</u> The Procuring Agency is: <u>Pakistan National Shipping Corporation</u> The list of contracts is: <u>PRE-QUALIFICATION FOR PROCUREMENT OF WIRES/ROPES/TAILS FOR PNSC MANAGED VESSEL</u>
ITA 2.1	The name of the Procuring Agency is: <u>Pakistan National Shipping Corporation</u> The name of the Project or Procurement is: <u>PROCUREMENT OF WIRES/ROPES/TAILS FOR PNSC MANAGED VESSEL</u>
ITA 4.2	Maximum number of members in the JV shall be: <u>N/A</u>
ITA 4.7	A list of debarred firms and individuals is available on the PPRA's website: <u>http://www.ppra.org.pk</u>

B. CONTENTS OF THE PREQUALIFICATION DOCUMENT

ITA 7.1	For Clarification Purposes, the Procuring Agency's address is: Attention: <u>MUHAMMAD SHOAB IDREES (MANAGER ISS&B)</u> Address: <u>SM Department, First Floor, PNSC Building, MT-Khan Road Karachi, Sindh, Pakistan</u> ZIP Code: <u>74000</u> Country: <u>Pakistan</u> , Telephone: <u>+92 021 9920-3980 Ext: 6050</u> , E-mail address: <u>shoab.idrees@pnscl.com.pk</u> , <u>pnsclstores@pnscl.com.pk</u>
ITA 7.1 & 8.2	Web page: <u>www.pnscl.com.pk</u> & <u>www.ppra.org.pk</u>
ITA 7.2	Pre-Application Meeting will be held: <u>No</u>

C. PREPARATION OF APPLICATIONS

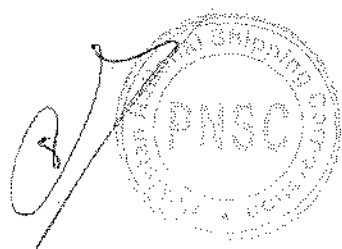
ITA 10.1	This Prequalification document has been issued in the "English" language. <i>Note: In case the language is except English or Urdu, the original documentation shall be in English or Urdu, which shall be retained on record; for all other purposes their translations in local language shall be used. In case of the dispute reference shall be made to the original documentation retained on record.</i>
ITA 11.1 (d)	The Applicant shall submit with its Application, the following additional documents: <u>Documentary proof as required in Eligibility Criteria</u>
ITA 14.2	The source for determining exchange rates is: <u>STATE Bank of Pakistan (The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day)</u>
ITA 15.2	In addition to the original, the number of copies to be submitted with the Application is: <u>Scanned Original only</u>

D. SUBMISSION OF APPLICATIONS

ITA 17.1	The deadline for Application submission is: Date: <u>February 17th, 2026</u> Time: <u>11:00 AM PKT (GMT 0600)</u> For Application submission purposes only, the E-mail address is: <u>stores.tender1@pnscl.com.pk</u>
ITA 19.1	The opening of the Applications shall be on: <u>11:30 AM PKT (GMT 0630) by February 17th, 2026</u> Sixteen Floor, Conference Room, PNSC Building M.T Khan road Karachi Sindh Pakistan.
ITA 19.2	To be submitted only on email address: <u>stores.tender1@pnscl.com.pk</u> (any other mode of submission shall not be accepted at all)

E. PROCEDURES FOR EVALUATION OF APPLICATIONS

ITA 23.1	A margin of domestic preference "shall not" apply
ITA 31.1	If an Applicant wishes to make a Prequalification related Complaint, the Applicant should submit its complaint, in writing through email only: <u>mustafa.kazilbash@pnscl.com.pk</u> For the attention: <u>Chairman Grievance Redressal Committee</u> Title/position: <u>Executive Director (Commercial)</u> Procuring Agency: <u>Pakistan National Shipping Corporation</u> In summary, at this stage, a Prequalification related Complaint may challenge any of the following: 1. the terms of the Prequalification Documents; and 2. the Procuring Agency's decision not to prequalify an Applicant.



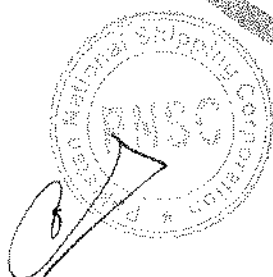
SECTION III - QUALIFICATION CRITERIA AND REQUIREMENTS
SPECIFIC EXPERIENCE REQUIREMENTS

QUALIFICATION / ELIGIBILITY CRITERIA:

Pre-qualification will be based on the criteria given below regarding the Applicant's Financial Soundness, Experience, Professional Capabilities and Equipment Capabilities as demonstrated by the Applicant's responses in the forms attached to this Application. PNSC reserves the right to waive minor deviations, if these do not materially affect the capability of an applicant to perform the contract. A general criterion is provided for reference of the applicants as follows:

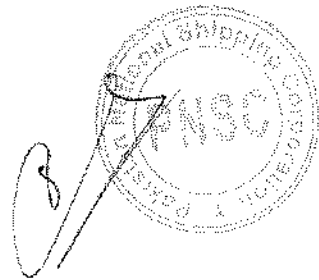
ELIGIBILITY AND QUALIFICATION CRITERIA

1. The Supplier may apply for **prequalification for any one, multiple, or all** of the regions mentioned in scope of work.
2. ISSA/IMPA registered supplier OR Manufacturer OR having (02) years of experience in similar nature of Supplies (Doc. proof).
3. Supplier must have registration in NTN & GST (Only for local Pakistan Vendors)
4. The Supplier shall be responsible for the supply and delivery of Wires/Ropes/Tails to PNSC-managed vessels operating at the following regions/ports:
 - (a) Gulf Region – including but not limited to ports within the United Arab Emirates (UAE).
 - (b) Far East Region – including but not limited to ports within China and Singapore.
 - (c) Pakistan – specifically Karachi Port and Port Muhammad Bin Qasim.
5. Bidder shall not be blacklisted by any Government Department/Public Sector entity. An undertaking that firm(s) or its affiliates / concerns are not blacklisted by any Government / Public Sector Departments.



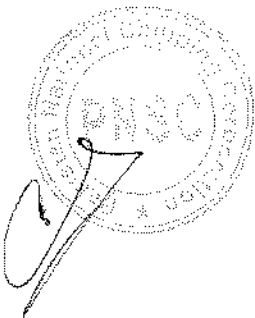
BID EVALUATION CRITERIA

- (a) Applicants meeting the minimum requirement mentioned in qualification criteria shall be considered for pre-qualification.
- (b) The invitation to bid shall be issued to pre-qualified supplier only.
- (c) The corporation reserves the right to:-
 - i. Reject or accept any application; and
 - ii. Cancel the prequalification process and reject all applications. PNSC shall neither be liable for any such actions nor be under any obligation to inform the Applicant of the grounds for rejection; however they may be debriefed if solicited.
- (d) Applicants will be informed in writing by E-mail the result of their pre-qualification applications and may be debriefed if solicited through electronic means.
- (e) Most Advantageous Bidder (Responsive and Lowest on overall basis)



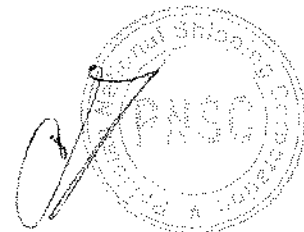
Scope of work

1. After getting prequalified, PNSC will send RFQs to the pre-qualified suppliers only. Suppliers are required to inform in writing whether they will be participating in enquires.
2. RFQs will be sent with required specification / certification to all pre-qualified suppliers with specific time period.
3. Bidders are required to submit quotation within given time period & must provide sample / specimen copies of required certificates as mentioned in the subsequent RFQs, otherwise, the bids will not be considered for evaluation purposes.
4. The applicants must respond to PNSC all queries and provide complete information mentioned in the enquiry.
5. Quotations validity should be minimum 30 days.
6. Quoted prices should be F.O.B for required Ports (inclusive Delivery / Custom / Port / Agent / etc. Charges).
7. Purchase order will be awarded to most advantageous bidder.
8. Suppliers must ensure the supply to PNSC vessels on an arrival basis or as requested within the time frame.
9. Wires / Ropes should be supplied on-board with correct specifications & required certification in original. If found not as per requirement then will be returned back by vessel.
10. Suppliers shall submit their invoice to office along with Delivery Note duly signed by vessel with complete Bank Account Detail for remittance.



SCHEDULE OF REQUIREMENTS

S#	ITEM DESCRIPTION
1	MOORNG WIRES, GALVANIZED STEEL WIRE ROPE, ASSORTED SIZES
2	MOORNG ROPES, P.P + POLYESTER MIX ROPE, ASSORTED SIZES
3	MOORING TAILS, P.P + POLYESTER MIX ROPE, ASSORTED SIZES
4	HOISTING WIRE (FOR CARGO CRANE) , GALVANIZED STEEL WIRE ROPE, ASSORTED SIZES
5	LUFFING WIRE (FOR CARGO CRANE) , GALVANIZED STEEL WIRE ROPE, ASSORTED SIZES
6	HOSE HANDLING CRANE WIRES, GALVANIZED STEEL WIRE ROPE, ASSORTED SIZES
7	ENGINE ROOM OVERHEAD CRANE WIRES, GALVANIZED STEEL WIRE ROPE, ASSORTED SIZES
8	LASHING WIRES, GALVANIZED STEEL WIRE ROPE, ASSORTED SIZES
9	DAVIT WIRE, GALVANIZED STEEL WIRE ROPE, ASSORTED SIZED
10	GANGWAY WIRE, GALVANIZED STEEL WIRE ROPE, ASSORTED SIZES
11	FIRE WIRES, GALVANIZED STEEL WIRE ROPE, ASSORTED SIZES



APPLICATION SUBMISSION LETTER

Date: _____, [insert day, _____, month, and, _____ year]
IFP-No. and title: PRCD/WIRE-ROPE-TAIL/PNSC/2026/460

To: **Pakistan National Shipping Corporation**

We, the undersigned, apply to be prequalified for the referenced IFP and declare that:

- (a) **No reservations:** We have examined and have no reservations to the Prequalification Document, including Addendum(s) No(s), issued in accordance with Instructions to Applicants (ITA) 8: [insert the number and issuing date of each addendum].
- (b) **No conflict of interest:** We have no conflict of interest in accordance with ITA 4.6;
- (c) **Eligibility:** We (and our subcontractors) meet the eligibility requirements as stated ITA 4.1, we have not been suspended by the Procuring Agency based on execution of a Bid/Proposal Securing Declaration in accordance with ITA 4.9;
- (d) **State-owned enterprise or institution:** [select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution];
- (e) **Not bound to accept:** We understand that you may cancel the Prequalification process at any time without incurring any liability to the Applicants, in accordance with ITA 26.1. Only suppliers or contractors who have been pre-qualified shall be entitled to participate further in the procurement proceedings.
- (f) **True and correct:** All information, statements and description contained in the Application are in all respect true, correct and complete to the best of our knowledge and belief.

Signed of the Applicant: _____

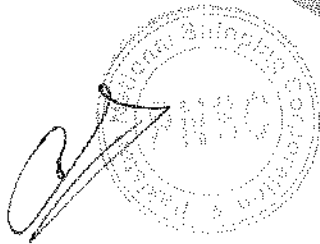
Name of person signing the Application: _____

In the capacity of: _____

Duly authorized to sign the Application for and on behalf of: _____

Address: _____

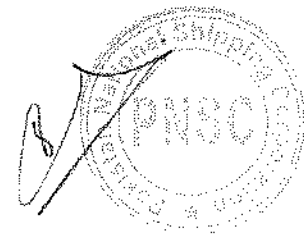
Dated: _____



FORM ELI -1.1
APPLICANT INFORMATION FORM

Date: _____, [insert day, _____, month, and, _____ year]
IFP-No. and title: PRCD/WIRE-ROPE-TAIL/PNSC/2026/460
Page [insert page number] of [insert total number] pages

Applicant's name along with nationality <i>[insert full name]</i>
In case of Joint Venture (JV), name of each member along with nationality: <i>[insert full name of each member in JV]</i>
Applicant's actual or intended country of registration: <i>[Indicate country of Constitution]</i>
Applicant's actual or intended year of incorporation: <i>[Indicate year of Constitution]</i>
Applicant's legal address [in country of registration]: <i>[insert street/ number/ town or city/ country]</i>
Applicant's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITA 4.5. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITA 4.2. <input type="checkbox"/> 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.



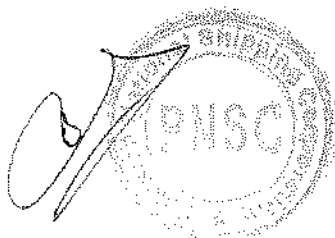
FORM ELI -1.1 (CONTINUED)
APPLICANT INFORMATION FORM

Date: _____, [insert day, _____, month, and, _____ year]

IFP-No. and title: PRCD/WIRE-ROPE-TAIL/PNSC/2026/460

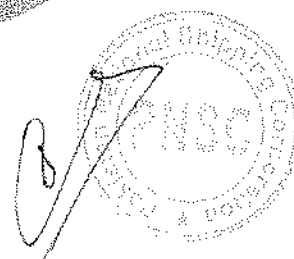
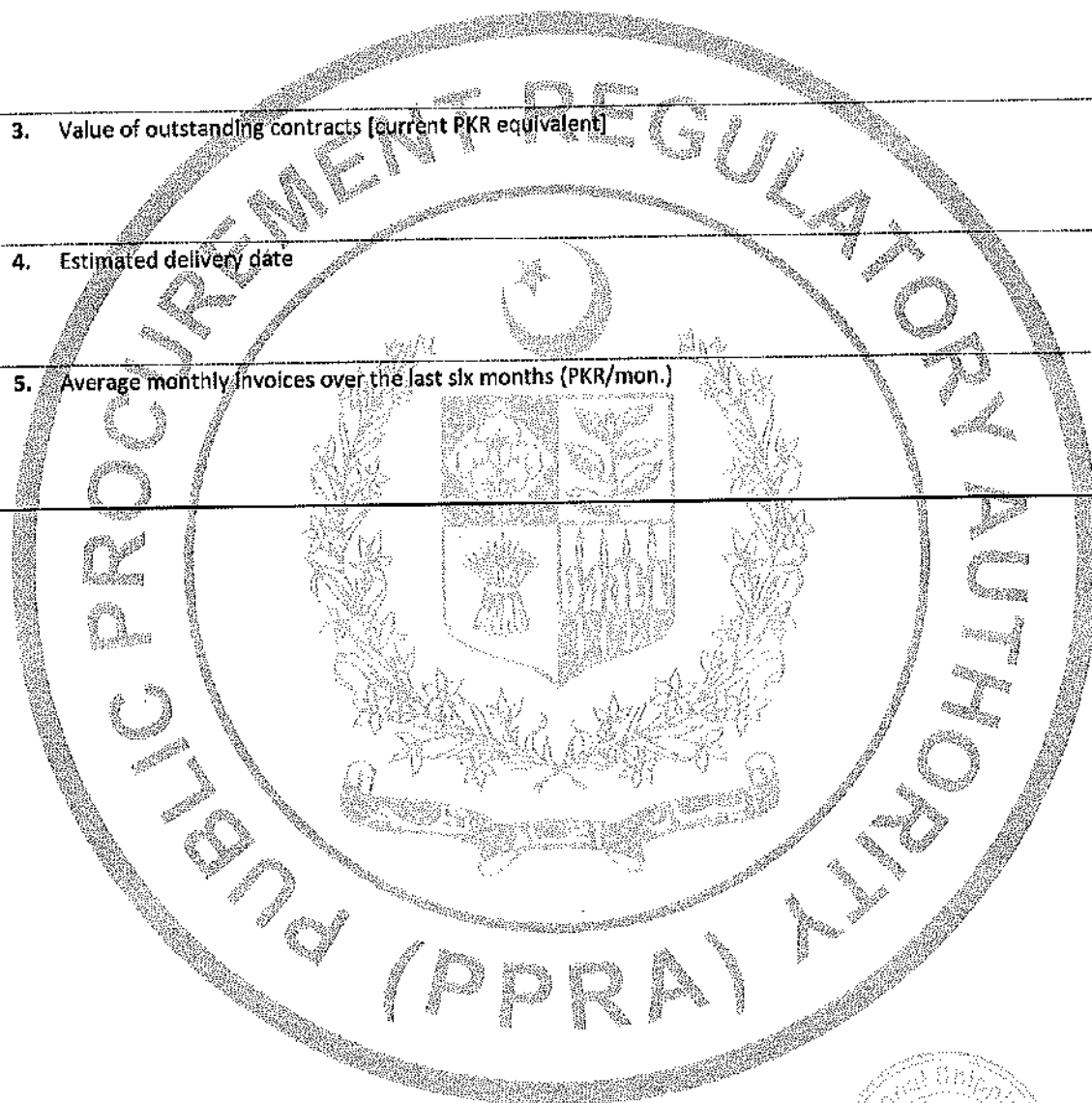
Page [insert page number] of [insert total number] pages

1. Applicant's name			
2. Street Address:		Postal Code:	City:
3. P.O. Box and Mailing Address:			
4. Telephone Number:			
5. Fax Number:			
6. E-mail Address:			
7. Web Site:			
8. Contact Name:			
9. Contact Title:			
10. Type of Business:			
11. If Other, specify:			
12. Nature of Business:			
13. Year Established:			
14. Dates, Numbers, and Expiration Dates of Current Licenses and Permits:			
15. Current registration with relevant authorities information:			
16. Proof of product and facility registrations with Procuring Agency's country regulatory authority and international agencies [If Applicable]			
17. Name of government agency(ies) responsible for inspecting and licensing of facilities in the country of origin of the raw material and or processing of the goods: Date of last inspection:			
18. Quality Assurance Certification (Please include a copy of your latest certificate with the PQ Application):			
19. Production capacity: [insert peak and average production capacity over the last three years in units/day or units/month, etc.]			
20. List of names and addresses of sources of raw material and what products they will be used in:			
21. Proof of raw material product and facility registrations with Procuring Agency's country regulatory authority and international agencies [If Applicable]:			
22. Raw materials tested prior to use:			
23. Presence and characteristics of in-house quality control laboratory			
24. Names and addresses of external quality control laboratories used:			
25. Are all finished products tested and released by quality control prior to release for sale? Yes ___ No ___ If not, why?			
26. List control tests done during production? If so list.			
27. List tests conducted after production and prior to release of product on market:			
28. Are technical documents available in: [Procuring Agency should Insert language] Yes No			



CURRENT CONTRACT COMMITMENTS / CONTRACTS IN PROGRESS FORM CON-1

1. Name of Contract(s)
2. Procuring Agency Contact information [insert address, telephone, fax, e-mail address]
3. Value of outstanding contracts [current PKR equivalent]
4. Estimated delivery date
5. Average monthly invoices over the last six months (PKR/mon.)

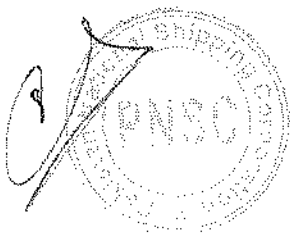


SECTION IV - ELIGIBLE COUNTRIES

All the eligible Suppliers are allowed to participate in the subject procurement without regard to nationality, except bidders of some nationality, prohibited in accordance with policy of the Federal Government of Islamic Republic of Pakistan

Ministry of Interior, Government of Pakistan has notified List of Business Friendly Countries (BVL), information can be accessed through following link:

<http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#1>



NOTIFICATION OF INTENTION TO CONCLUDE A FRAMEWORK AGREEMENT(S)

[This Notification of Intention to Conclude a Framework Agreement(s) shall be sent to each Bidder that submitted a Bid. Send this Notification to the Bidder's Authorized Representative named in the Bidder Information Form]

For the attention of Bidder's Authorized Representative

Name: _____ [insert Authorized Representative's name]

Address: _____ [insert Authorized Representative's Address]

Telephone/Fax numbers: _____ [insert Authorized Representative's telephone/fax numbers]

Email Address: _____ [insert Authorized Representative's email address]

[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]

Procuring Agency: [insert the name of the Procuring Agency]

Project: [insert name of project]

Framework Agreement title: [insert the name of the FA]

Country: [insert country where RFB is issued]

Loan No. /Credit No. / Grant No.: [insert reference number for loan/credit/grant]

ITB No: [insert ITB reference number from Procurement Plan]

Date of transmission: This Notification is sent by: [email/fax] on [date] (local time)

Notification of Intention to Conclude a Framework Agreement(s)

This Notification of Intention to conclude Framework Agreement(s) (Notification) notifies you of our decision to conclude the above Framework Agreement(s). The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

1. request a debriefing in relation to the evaluation of your Bid, and/or
2. submit a Procurement-related Complaint in relation to the decision to conclude the Framework Agreement.

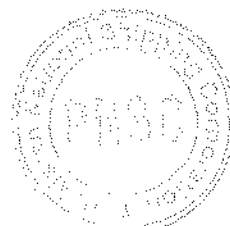
The successful Bidder(s) are the following:

Item No.	Description	Estimated Quantity over FA period or Range of Call-off Quantities	Name of Bidder	Bid price as read-out	Evaluated Bid Cost (if applicable)

All Bidders [INSTRUCTIONS: insert names of all Bidders that submitted Bids. If the Bid price/s or pricing mechanism/s was evaluated include the evaluated as well as the read out price.]

Item No.	Description	Estimated Quantity over FA period or Range of Call-off Quantities	Name of Bidder	Bid price as read-out	Evaluated Bid Cost (if applicable)

Reason/s why your Bid was unsuccessful



[INSTRUCTIONS: State the reason/s why this Bidder's Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]

How to request a debriefing

Deadline: The deadline to request a debriefing expires at midnight on [insert date] (local time).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Conclude a Framework Agreement.

Provide the framework agreement name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

Attention: [insert full name of person, if applicable]

Title/position: [insert title/position]

Agency: [insert name of Procuring Agency]

Email address: [insert email address]

Fax number: [insert fax number] delete if not used

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

How to make a complaint

Deadline: Procurement-related Complaint challenging the decision to conclude a Framework Agreement shall be submitted by midnight [insert date] (local time).

Provide the Framework Agreement name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

Attention: [insert full name of person, if applicable]

Title/position: [insert title/position]

Agency: [insert name of Procuring Agency]

Email address: [insert email address]

Fax number: [insert fax number] delete if not used

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to exclude you from conclusion of a Framework Agreement. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Standstill Period

Deadline: The Standstill Period is due to end at midnight on [insert date] (local time).

The Standstill Period lasts fifteen (15) Calendar Days after the date of transmission of this Notification of Intention to Conclude a Framework Agreement.

The Standstill Period may be extended as stated in the section above titled 'How to request a debriefing'.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of the Procuring Agency:

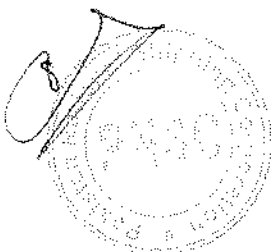
Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____



NOTIFICATION TO CONCLUDE A FRAMEWORK AGREEMENT

[Use letterhead paper of the Procuring Agency]

[Date] _____

To: [name and address of successful Bidder]

Notification to Conclude a Framework Agreement Framework Agreement No. [_____]

This is to notify you that your Bid dated [insert date] to conclude a Framework Agreement in relation to the supply of [insert short title for Goods] is hereby accepted by our Agency.

Please sign, date and return the Framework Agreement within [insert the applicable period for signing of the FA in accordance of the ITB] days of receipt of the same.

Authorized Signature: _____

Name: _____

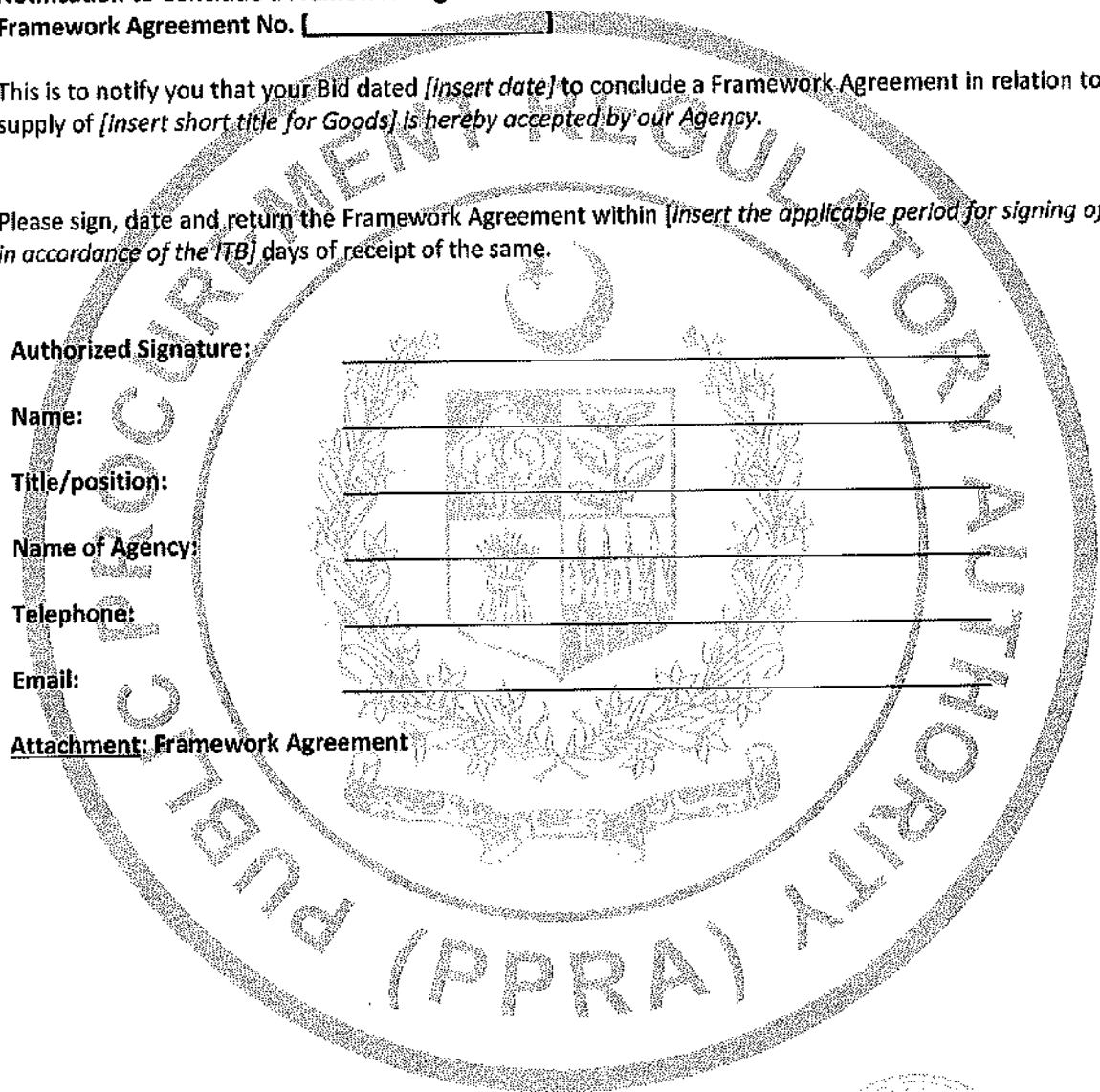
Title/position: _____

Name of Agency: _____

Telephone: _____

Email: _____

Attachment: Framework Agreement



FRAMEWORK AGREEMENT

FRAMEWORK AGREEMENT

[This form is to be completed by the Procuring Agency in accordance with the instructions provided in italicized text. The italicized text should be deleted from the final documents.]

Note: the terminology in relation to the parties to the Framework Agreement changes from the terminology used in relation to the parties involved in the Primary Procurement process. In the Primary Procurement process the Procuring Agency is responsible for establishing the FA(s). However, the parties to the FA will be the "Procuring Agency(s)" and, where Procuring Agency(s) and responsible for managing and administering the FA. In the FA, the successful Bidder(s) is called the "Supplier". This covers the Supplier's capacity as both a holder of a FA and as a Supplier under a Call off Contract.]

This Framework Agreement [insert reference number of the Framework Agreement] is made for the supply of [insert brief description of Goods and services] on the [insert: number] day of [insert: month], [insert: year] between

[Select one of the three OPTIONS below]

[for Single User Framework Agreement]

the Procuring Agency(s) [insert complete name of the Procuring Agency/s, the type of legal entity, (for example, "an agency of the Ministry of the Government of (insert name of Country of Procuring Agency/s)", or "a corporation incorporated under the laws of (insert name of Country of Procuring Agency/s)"] (the Procuring Agency(s)) and

the Supplier [insert name of the Supplier], a corporation incorporated under the laws of [insert country of Supplier] and having its principal place of business at [insert Supplier's address] (Supplier).

This Framework Agreement is subject to the provisions described in the Sections and Schedules listed below, and any amendments.

This Framework Agreement concludes a standing offer by the Supplier to supply the specified Goods to the Procuring Agency(s) during the Term of the Framework Agreement, as and when the Procuring Agency(s) 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.

- Section A:** Framework Agreement General Provisions
- Section B:** Framework Agreement Specific Provisions
- Schedule 1:** Schedule of Requirements
- Schedule 2:** Price Schedules
- Schedule 3:** Secondary Procurement
- Schedule 4:** Call-off Contract: General Conditions of Contract (GCC)
- Schedule 5:** Forms for Call-off Contract
- Schedule 6:** List of participating Procuring Agency [use for Multi-User FAs, otherwise delete]

IN WITNESS whereof, the Parties to this Framework Agreement have caused this Framework Agreement to be executed in accordance with the laws of [insert the name of the Framework Agreement governing law country] on the day, month and year indicated above. *[Select one of the three options below]*

[OPTION 1: for Single User Framework Agreement]

For and on behalf of PNSC:

Signature: _____

Name: _____

Designation: _____

Tel #: _____

For and on behalf of Contractor:

Signature: _____

Name: _____

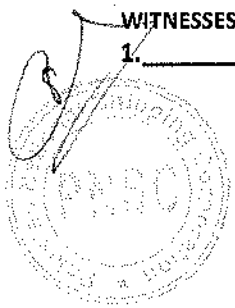
Designation: _____

Tel #: _____

WITNESSES:

1. _____

2. _____



SECTION A: FRAMEWORK AGREEMENT GENERAL PROVISIONS (FAGP)

1. DEFINITIONS

1.1 The following words and expressions shall have the meanings hereby assigned to them

- a. "Base Price" is the Framework Agreement (FA) unit price prior to any price adjustment in accordance with FA Specific Provision FAGP 8.1.
- b. "Business Day" is any day that is an official working day of the Procuring Agency. It excludes the Procuring Agency's official public holidays.
- c. "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.
- d. "Commencement Date" is the date this Framework Agreement is signed by both parties, being the commencement of the Term.
- e. "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 therefrom, as may be made pursuant to the Contract.
- f. "Day" means calendar day.
- g. "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.
- h. "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).
- i. "Incoterms" means the International commercial terms for goods published by the International Chamber of Commerce (ICC).
- j. "Procuring Agency's Country" is the country specified in the FA Specific Provisions, if procurement is being made outside Pakistan.
- k. "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.
- l. "Secondary Procurement" is the method used to select a Supplier and award a Call-off Contract under this Framework Agreement.
- m. "Single-User Framework Agreement" means a Framework Agreement where there is only one Procuring Agency, as specified in the FA Specific Provisions.
- n. "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.
- o. "Term" means 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 document 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 10% 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

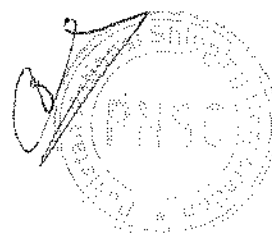
- 18.1 Upon expiry, or earlier termination of this Framework Agreement, all Call-off Contracts entered into under this Framework Agreement shall continue in full force and effect unless otherwise terminated under the Call-off Contract General or Specific Conditions of Contract. However, no further Call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



APPENDIX TO SECTION A: FRAMEWORK AGREEMENT GENERAL PROVISIONS

INTEGRITY PACT

**DECLARATION OF FEE, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN
CONTRACT WORTH PKR. 10.00 MILLION OR MORE**

CONTRACT NUMBER: TENDER NO. _____

DATED: _____

CONTRACT VALUE: PKR: _____

CONTRACT TITLE: _____

This is an integrate part of contract agreement signed by and between Pakistan National Shipping Corporation and M/s. _____
Dated _____.

M/s. _____ as the Security Agencies / Contractor hereby declares that it has not 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 any other entity owned or con by it (GOP) through any corrupt business practice.

Without limiting the generality of the foregoing, the Security Agencies / Contractor represents and warrants that it has fully declared that brokered, 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 contract, right inters, privilege or other obligation or benefit in whatsoever from GOP, except that which has been expressly declared pursuant hereto.

The Security Agencies / Contractor 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.

The Security Agencies / contractor 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 right and remedies available to GOP under any law, contract or other instruments, be voidable at the option of GOP.

Notwithstanding any right and remedies exercised by GOP in this regard, the Security Agencies / contractor agrees to indemnify GOP for any loss or damage incurred by it by it on account of its corrupt business practice 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 the Security Agencies / contractor as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right interest, privilege other obligation or benefit in whatsoever from GOP.

EMPLOYER:
PAKISTAN NATIONAL SHIPPING CORPORATION

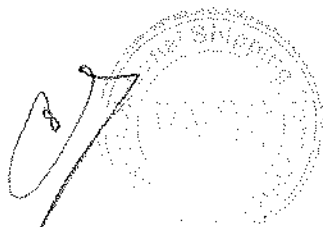
NAME OF FIRM: _____

NAME OF CLIENT: _____

NAME OF CONTRACTOR: _____

SIGNATURE: _____
[SEAL]

SIGNATURE: _____
[SEAL]



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.
[This section is to be completed by the Procuring agency as per the instructions provided in italicized text. The italicized text should be deleted from the final documents.]

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, of TENDER FOR PROCUREMENT OF WIRES, ROPES AND TAILS FOR PNSC MANAGED VESSELS . The Goods, and Related Services, are more fully described in Schedule 1: Schedule of Requirements including, where applicable: list of Goods, list of Related Services, Technical Specifications, Drawings and Inspections and Tests.
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 (from Primary Procurement process)
FAGP 3.4 Supplier's Obligations	N/A
FAGP 4. Eligibility	<i>At the present time, firms, goods and services from the following countries are excluded from this Framework Agreement as being ineligible;</i> Ministry of Interior, Government of Pakistan has notified List of Business Friendly Countries (BVL), information can be accessed through following link: http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#!
FAGP 5.1 Term	The Term of this Framework Agreement is: 2026-2029. The maximum Initial Term permissible is 3 year from the Commencement Date.
FAGP 5.2 Term extension(s)	<i>the total duration of the framework agreement shall not exceed three year</i>
FAGP 6.1 Representatives	Procuring Agency's Representatives <i>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:</i> Name: MUHAMMAD SHOAIB IDREES, Title/position: [MANAGER [SS&B)], Address: SM DEPARTMENT, 15th PNSC BUILDING, MT KHAN ROAD KARACHI, Phone: +92-21-99203980-99 (Ext: 6050) E-mail: shoiab.idrees@pnsccom.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 Goods under a Call-off Contract shall be: Mini-competition: the successful competitive quotation subject to the provisions below. and any additional price for inland transportation and other services not included in the Price required to convey the Goods to their final destination specified in RFQ.
FAGP 8.1 Contract Price	Adjustments to the Base Price: N/A
FAGP 9.1 Performance Guarantee	N/A

FAGP 10.1 Language	The language of this Framework Agreement, and any Call-off Contract is: <i>English</i> .
FAGP 15.1 Governing Law	For contracts entered into with foreign suppliers: English Law For Contracts with a national Supplier of the Procuring Agency's Country: Islamic Republic of Pakistan Venue: <u>Karachi, Pakistan</u>
FAGP 20.2 Dispute Resolution in relation to Call-off Contract.	(E procurement contract clause should be Included) The rules of procedure for arbitration proceedings shall be as follows: For contracts entered into with foreign suppliers "Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause." For Contracts with a national Supplier of the Procuring Agency's Country: "In the case of a dispute between the Procuring Agency and a Supplier who is a national of the Procuring Agency's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Procuring Agency's Country." The place of arbitration will be <u>[Karachi Pakistan]</u>

