

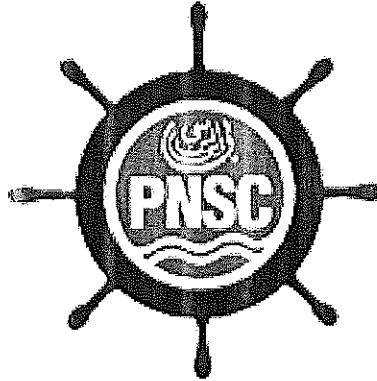
**NATIONAL STANDARD PROCUREMENT DOCUMENTS**

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**(INTERNATIONAL COMPETITIVE BIDDING)**

**OPEN FRAMEWORK AGREEMENT**

**PRE-QUALIFICATION OF BUNKER SUPPLIERS FOR PNSC MANAGED  
VESSELS FOR THE PERIOD OF THREE YEARS 2026-2029**

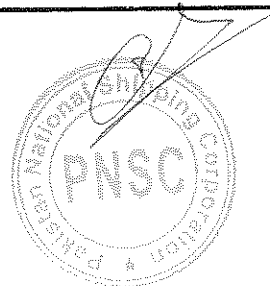


**PAKISTAN NATIONAL SHIPPING CORPORATION**

**JANUARY 2026**

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

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## 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 OF BUNKER SUPPLIERS FOR PNSC MANAGED VESSELS FOR THE PERIOD OF THREE YEARS 2026-2029

TENDER NO: PRCD/BUNKER/PNSC/2025/463

1. The Pakistan National Shipping Corporation (PNSC) has sufficient funds from its own resources toward the expenditure of Bunker for PNSC Managed vessels, and intends to apply part of the proceeds toward payments under the contract for Pre-Qualification OF BUNKER SUPPLIERS FOR PNSC MANAGED VESSELS FOR THE PERIOD OF THREE YEARS 2026-2029.
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 **Bunker at PNSC's Managed Vessels**, 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 **February 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](http://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 [bunker.pq@pnsc.com.pk](mailto:bunker.pq@pnsc.com.pk) by 11:00 AM (GMT 0600) on **February 13<sup>th</sup>, 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. This pre-qualification process shall be open (ongoing basis) for any Bunker Suppliers who possess minimum qualification mentioned in these pre-qualification document. PNSC reserves the right to accept or reject any or all applications as per PPRA, 2004.

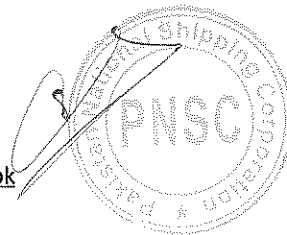
**MUHAMMAD SHOAIB IDREES (MANAGER ISS&B)**

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Website: [www.pnsc.com.pk](http://www.pnsc.com.pk)



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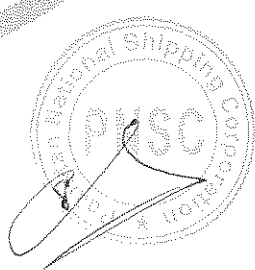
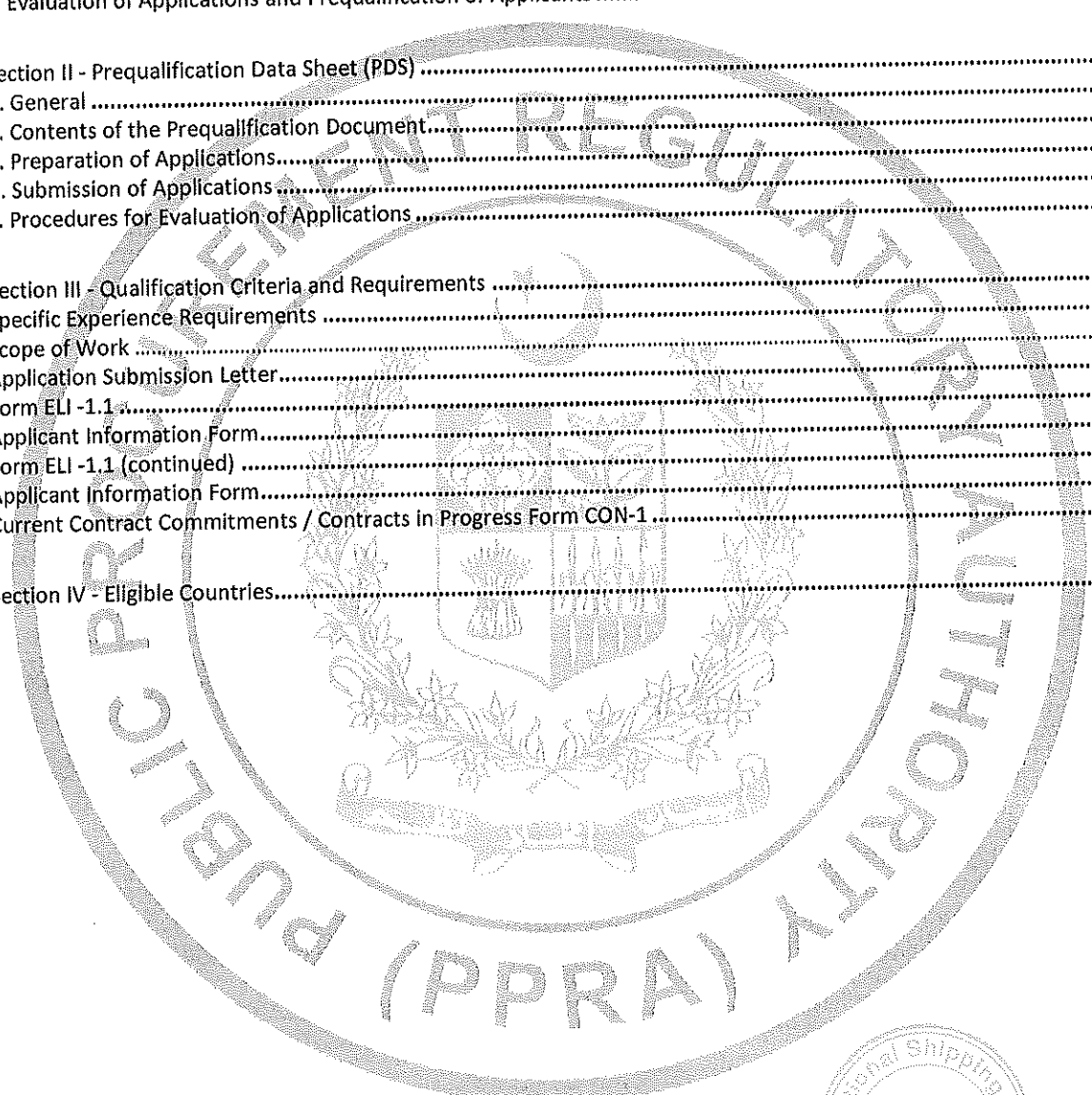
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## **SECTION I - INSTRUCTIONS TO APPLICANTS**

### **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 BUNKER SUPPLIERS at 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**

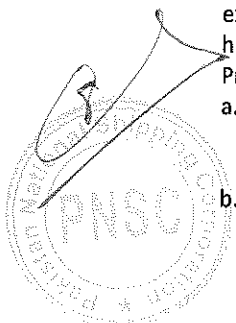
4.1 An Applicant may be a private entity, a state-owned enterprise or institution subject to ITB 4.6, or any combination of such entities in the form of a joint venture (JV) under an existing JV agreement or with the intent to enter into such an agreement supported by a letter of intent. In case of single (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

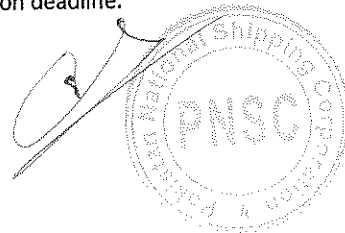
- 6.2 Unless obtained directly from the Procuring Agency or downloaded directly from the website link referred in the Invitation for Prequalification, the Procuring Agency accepts no responsibility for the completeness of the Prequalification documents, responses to requests for clarification, the minutes 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**

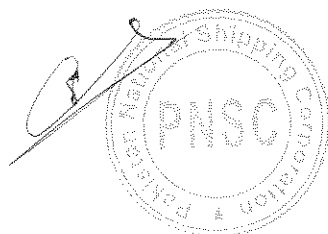
- 23.1 Unless otherwise specified in the PDS, a margin of preference shall not apply in the Bidding process resulting from this Prequalification.

**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**



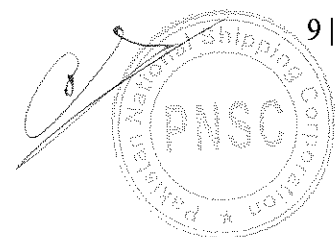
- 25.1 The Procuring Agency shall use the factors, methods, criteria, and requirements defined in Section III, Qualification Criteria and Requirements, to evaluate the qualifications of the Applicants, and no other methods, criteria, or requirements shall be used. The Procuring Agency reserves the right 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 prequalified Applicant proposes to associate with a disqualified Applicant or in case of a disqualified joint venture, any of its members;
  - 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
  - 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: <b><u>PRCD/BUNKER/PNSC/2025/463</u></b> The Procuring Agency is: <b><u>Pakistan National Shipping Corporation</u></b> The list of contracts is: <b><u>PRE-QUALIFICATION OF BUNKER SUPPLIERS FOR PNSC MANAGED VESSELS FOR THE PERIOD OF THREE YEARS 2026-2029</u></b>
ITA 2.1	The name of the Procuring Agency is: <b><u>Pakistan National Shipping Corporation</u></b> The name of the Project or Procurement is: <b><u>BUNKER SUPPLIERS FOR PNSC MANAGED VESSELS</u></b>
ITA 4.2	Maximum number of members in the JV shall be: <b><u>TWO (02) OR MORE OUT OF WHICH ONE PARTY SHALL BE A REFINERY (in case of dispute penal action will be taken against all JV partners)</u></b>
ITA 4.7	A list of debarred firms and individuals is available on the PPRA's website: <b><u>http://www.ppra.org.pk</u></b>

### B. CONTENTS OF THE PREQUALIFICATION DOCUMENT

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

### C. PREPARATION OF APPLICATIONS

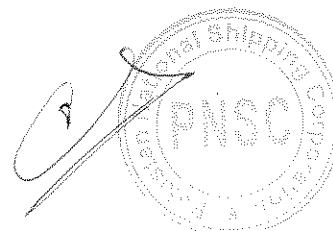
ITA 10.1	This Prequalification document has been issued in the <b><u>"English"</u></b> language. <i>Note: In case the language is except English or Urdu, the original documentation shall be in English or Urdu, which shall be retained on record; for all other purposes their translations in local language 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: <b><u>Documentary proof as required in Eligibility Criteria</u></b>
ITA 14.2	The source for determining exchange rates is: 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)
ITA 15.2	In addition to the original, the number of copies to be submitted with the Application is: <b><u>Scanned Original only</u></b>

### D. SUBMISSION OF APPLICATIONS

ITA 17.1	<b><u>The deadline for Application submission is:</u></b> Date: <b><u>February 13<sup>th</sup>, 2026</u></b> Time: <b><u>11:00 AM PKT (GMT 0600)</u></b> For Application submission purposes only, the E-mail address is: <b><u>bunker.pq@pns.com.pk</u></b>
ITA 19.1	The opening of the Applications shall be on: <b><u>11:30 AM PKT (GMT 0630) by February 13<sup>th</sup>, 2026</u></b> Sixteen Floor, Conference Room, PNSC Building M.T Khan road Karachi Sindh Pakistan.
ITA 19.2	To be submitted only on email address: <b><u>bunker.pq@pns.com.pk</u></b> (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 <b><u>"shall not"</u></b> 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: <b><u>mustafa.kazilbash@pns.com.pk</u></b> <b><u>For the attention: Chairman Grievance Redressal Committee</u></b> <b><u>Title/position: Executive Director (Commercial)</u></b> <b><u>Procuring Agency: Pakistan National Shipping Corporation</u></b> In summary, at this stage, a Prequalification related Complaint may challenge any of the following: <ol style="list-style-type: none"><li>1. the terms of the Prequalification Documents; and</li><li>2. the Procuring Agency's decision not to prequalify an Applicant.</li></ol>



**SECTION III - QUALIFICATION CRITERIA AND REQUIREMENTS**  
**SPECIFIC EXPERIENCE REQUIREMENTS**

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**

The supplier/manufacturer may apply for both local and international ports combined or separately only for one section below:

**SECTION-A): ELIGIBILITY CRITERIA FOR OVERSEAS SUPPLIERS:**

1. Applicant must have five (05) years of Experience in bunker supply worldwide with presence at Fujairah and Singapore ports;
2. Applicant shall have experience of supplying bunker to at least five (05) shipping companies and shall have Valid License for related Work.
3. Minimum 50,000 MTs volume of Bunker Fuel sold in last financial year to marine vessels worldwide supply network with strong presence at Fujairah and Singapore ports.
4. Minimum annual turnover of 50 million USD during last financial year.
5. Bidder shall submit their concurrence to accept 30 days credit terms.
6. Maximum information shall be filled into attached KYC Supplier Form.
7. BIMCO Terms along with this pre-qualification document shall be signed and agreed to.
8. Supplier(s) guarantee that this is a lawful bunker and hold all relevant permits and certificates to support this and neither of their affiliates are a party sanctioned by EU/US/UN and/or any other international organization and submit an undertaking that suppliers/its affiliated concerns are not blacklisted by any local Government Department/Public Sector entity.

**SECTION-B): ELIGIBILITY CRITERIA FOR LOCAL BIDDERS:**

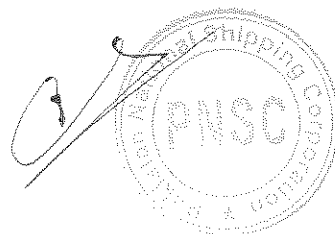
1. Refineries may apply for pre-qualification basis direct supply at Karachi port terminals as export package. Refineries to submit export license along with expression of interest for participation into this tender.

OR

2. Local bunker suppliers may participate basis supply through bunker barge as per international practice.

**GENERAL TERMS FOR REFINERIES / LOCAL BUNKER SUPPLIERS:**

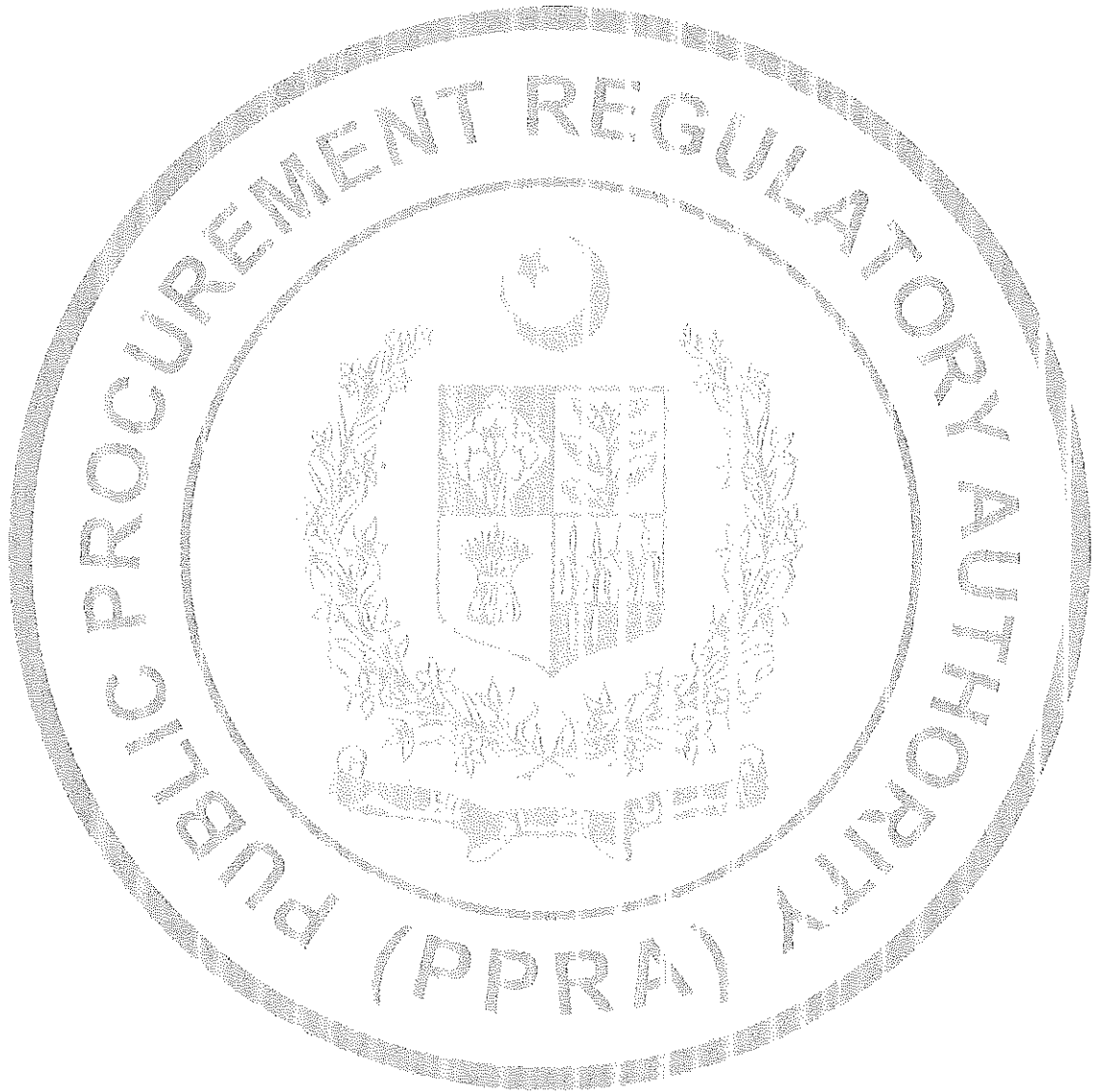
3. Bidder must be registered with Taxation Authorities, Income Tax (NTN), General Sales Tax (GST), and enlisted on Active Taxpayers List (ATL) of FBR
4. 03 years' experience in bunker fuels supply except for refineries. (Evidence shall be attached)
5. Bunker suppliers shall have Valid License from relevant authorities to supply bunker to PNSC managed vessels. (Necessary evidence to be attached). For refineries refer clause ITA. 4.2.
6. Minimum annual turnover of PKR 01 Billion during last financial year. (Evidence required).
7. Bidder shall submit their concurrence to accept 30 days credit terms.
8. Payment mode for local bunker suppliers is PKR (Preferable but not limited to).
9. Maximum information shall be filled into attached KYC Supplier Form.
10. BIMCO Terms along with this pre-qualification document shall be signed and agreed to.
11. Bidders guarantee that this is a lawful bunker and hold all relevant permits and certificates to support this and neither of their affiliates are a party sanctioned by EU/US/UN and/or any other international organization and submit an undertaking that bidders/its affiliated concerns are not blacklisted by any local Government Department/Public Sector entity.



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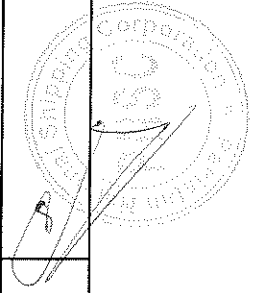
**BID EVALUATION CRITERIA**

- (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 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)





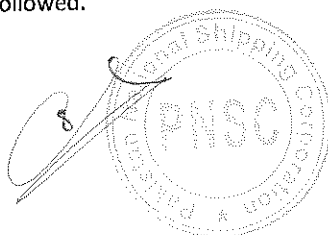
Eligibility and Qualification Criteria – Consolidated Table				ANNEURE "1"	
Section: Eligibility Criteria for Overseas Suppliers (SECTION-A)				Joint Venture	
No.	Subject / Requirement	Eligibility Requirement	Single Entity	All members combined	one member
A1	Experience – Global Bunker Supply	Minimum five (05) years of experience in bunker supply worldwide with presence at Fujairah and Singapore ports	Must meet requirement		Must meet requirement
A2	Experience – Shipping Companies	Experience of supplying bunker to minimum five (05) shipping companies; must hold valid license for related work	Must meet requirement		Must meet requirement
A3	Volume of Bunker Sales	Minimum 50,000 MTs bunker fuel supplied in last financial year globally with strong presence at Fujairah and Singapore	Must meet requirement		Must meet requirement
A4	Financial Turnover	Minimum annual turnover of USD 50 million during last financial year	Must meet requirement	All members combined must meet requirement	
A5	Credit Acceptance	Concurrence to accept 30-days credit terms	Must meet requirement		Must meet requirement
A6	KYC Requirements	Maximum information to be filled in KYC Supplier Form	Must meet requirement	Each member must submit form	
A7	Acceptance of BIMCO Terms	BIMCO Terms and this pre-qualification document must be signed and agreed	Must meet requirement		Must meet requirement
A8	Legal / Sanctions / Blacklisting	Confirmation that supplier holds lawful bunker, holds all relevant permits, and neither the supplier nor its affiliates are sanctioned (EU/US/JN/others) or blacklisted by any government / public sector entity	Must meet requirement	Each member must meet requirement	
Section: Eligibility Criteria for Local Bidders (SECTION-B)				Joint Venture (if applicable)	
No.	Subject / Requirement	Eligibility Requirement	Single Entity		
B1	Refineries Participation	Refineries may apply for prequalification for direct supply at Karachi Port as export package; must submit export license	Must meet requirement		Must meet requirement
B2	Local Bunker Suppliers	Local bunker suppliers may participate via bunker barge supply as per international practice	Must meet requirement		Must meet requirement
General Terms for Refineries/Local Bunker Suppliers				Joint Venture	
No.	Subject / Requirement	Eligibility Requirement	Single Entity	All members combined	one member
G1	Tax Registration	Bidder must be registered with NTN, GST, and must be on Active Taxpayers List (ATL) of FBR	Must meet requirement		lead member must meet requirement
G2	Experience (Local Suppliers)	Minimum 03 years experience in bunker fuel supply (not applicable to refineries)	Must meet requirement		Must meet requirement
G3	Bunker-Supply License	Bunker suppliers must hold valid license from relevant authorities to supply bunker to PNSC vessels	Must meet requirement		Must meet requirement
G4	Financial Turnover	Minimum annual turnover of PKR 1 Billion in last financial year	Must meet requirement	All members combined must meet	
G5	Credit Acceptance	Concurrence to accept 30-days credit terms	Must meet requirement		Must meet requirement
G6	Payment Mode	Payment mode is preferably in PKR (not limited to)	Must meet requirement		Must meet requirement
G7	KYC Requirements	Maximum information must be provided as per attached KYC Supplier Form	Must meet requirement	Each member must submit	
G8	Acceptance of BIMCO Terms	BIMCO Terms and PQ document must be signed and agreed	Must meet requirement		Must meet requirement
G9	Legal / Sanctions / Blacklisting	Bidders must guarantee lawful bunker, all relevant permits, and confirm no sanctions (EU/US/JN/others) or blacklisting by any government/public sector entity	Must meet requirement	Each member must meet	



## Scope of work

### THE PREQUALIFIED APPLICANT SHALL PROVIDE SERVICES AS PER FOLLOWING:

1. PNSC requires the supply of IMO 2020 compliant marine fuel oils, in accordance with ISO 8217 compliance, at International ports for PNSC Managed Vessels from reputable International Bunker Suppliers under an open framework contract.
2. This pre-qualification process shall be open on an ongoing basis for any bunker supplier / applicant who possesses the minimum qualifications mentioned in the qualification criteria.
3. 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.
4. Compliance with MARPOL Annex VI is required.
5. Products to be procured:
  - a. VLSFO - ISO 8217 (2024/2017/2010 - RMG 380) Sulphur 0.5% m/m, fully 2020 compliant fuel.
  - b. LSMGO -ISO 8217 (2024/2017/2010 - DMA 0.1%).
  - c. HSFO ISO 8217 (2024/2017/2010 - RMG 380) Sulphur 3.5% m/m, fully 2020 compliant fuel.
  - d. Any Future Compliant Bunker Fuel Oil
6. Quotations will be sought for 2024/2017/2010 specs.
7. Prices per metric ton (PMT) with maximum rebate will be sought.
8. Bidders are required to mention Platt's notification in their quotation.
9. The applicants must respond to PNSC all queries and provide complete information mentioned in the enquiry.
10. Quotation validly is required to be 1 hour after cutoff time. Validity of the offer must be clearly mentioned in the bid.
11. Bids to be submitted only to the designated email address, as mentioned in the subsequent enquiries; otherwise, the bids will not be considered for evaluation purposes. The supplier must follow the instruction provided in the quotation.
12. Purchase order will be awarded to most advantageous bidder.
13. The vessel may call any Surveyor regarding quantity quality check-up. Four (04) samples are to be taken on the ship's manifold apart from the MARPOL sample. These samples are to be sealed jointly and should be duly signed by the Surveyor, ship's Chef Engineer, and Supplier's/Barge representative. The distribution of these samples would be as follows:
  - a. Vessel samples 2 (Retaining and Immediate testing prior to use).
  - b. Barge sample 1
  - c. Surveyor sample 1
14. In case of a quality/quantity dispute due to density or other parameters, the barge sample would be sent for testing.
15. Supplied product full COQ report along with the quotation to be provided.
16. Suppliers must ensure the supply to PNSC managed vessels on an arrival basis or as requested within the time frame. In this regard, barges from only reputable suppliers shall be used.
17. Bank charges, if any, on remittance shall be borne by beneficiaries. If payment is delayed due to regulatory formalities, PNSC will not pay any financial charges.
18. Supplier(s) guarantee that this is a lawful bunker and hold all relevant permits and certificates to support this and neither of their affiliates are a party sanctioned by EU/US/UN and/or any other international organization and submit an undertaking that suppliers/it's affiliated concerns are not blacklisted by any local Government Department/Public Sector entity.
19. BIMCO Terms 2018 as attached will be followed.

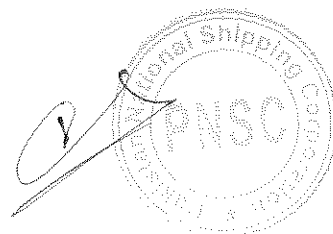


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## SCHEDULE OF REQUIREMENTS

### Products to be procured:

- VLSFO - ISO 8217 (2024/2017/2010 - RMG 380) Sulphur 0.5% m/m, fully 2020 compliant fuel.
- LSMGO -ISO 8217 (2024/2017/2010 - DMA 0.1%).
- HSFO ISO 8217 (2024/2017/2010 - RMG 380) Sulphur 3.5% m/m, fully 2020 compliant fuel.
- Any Future Compliant Bunker Fuel Oil



**APPLICATION SUBMISSION LETTER**

Date: \_\_\_\_\_, [insert day, \_\_\_\_\_, month, and, \_\_\_\_\_ year]  
IFP-No. and title: PRCD/BUNKER/PNSC/2025/463

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: \_\_\_\_\_

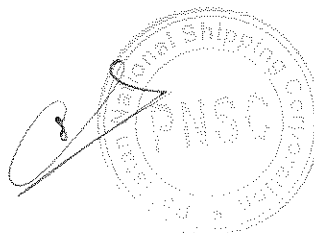
Name of person signing the Application: \_\_\_\_\_

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/BUNKER/PNSC/2025/463

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.

## BUNKER TRADING: SUPPLIER VENDOR – KYC FORM

Pakistan National Shipping Corporation, in keeping with best industry practice, kindly requests the following information as part of our "KYC" Supplier Vendor Registration process:

### 1. Company Information

Company Name	
Type of Company	
Country of Incorporation	
Date of Incorporation	
Corporate Head Quarters Address: Phone No.: Email:	
Business Activity: Trader/Physical Supplier/Broker	
Type of Company (Public / Private / Listed)	
Associated companies / Subsidiaries	

#### 1.1 Please furnish the following information about company's managers:

Position	Full name	Email Address
CEO		
CFO		
Head of Trading		

#### 1.2. Contact Information

Company Registered Address		Company Website	
Postal Code		Fax Number	
Telephone Number			

#### 1.3 For day-to-day business correspondence, please furnish contact information of three related persons:

	Trader / Sales	Operations / Logistics	Finance
Name			
Contact no.			
Cellphone no.			
Email:			



## 2. Operational information

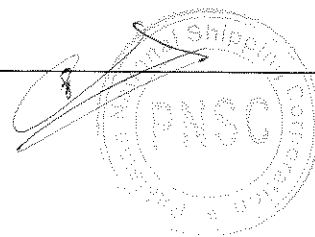
### 2.1 Business Activities

Describe your primary business activities and the products or services you provide.

Primary Business Activities	
Secondary business Activities	
Products or Services Provided	

### 2.2 Product Sourcing Information:

S#	INQUIRY	DETAILS
1	<b>Primary Supplier Information</b> ( Provide details about your primary sources of bunker fuel.)	
2	<b>Tiered Supplier Details</b> ( Identify and share information about your first-tier and, if applicable, second-tier bunker fuel suppliers)	
3	<b>Supply Chain Transparency</b> (How transparent is your bunker fuel supply chain, and can you trace the origin of the fuel?)	
4	<b>Supplier Locations</b> ( Where are your primary, first-tier, and second-tier bunker fuel suppliers located?)	
5	<b>Supply Chain Risk Management</b> ( Describe your measures for managing and mitigating risks in the bunker fuel supply chain.)	
6	<b>Ethical Sourcing Practices</b> ( What ethical sourcing practices do you adhere to in selecting and managing bunker fuel suppliers?)	
7	<b>Changes in Suppliers</b> ( In the past 5 YEARS, have there been significant changes in key bunker fuel suppliers, and how were they managed?)	



**2.3 Kindly complete barge/tanker fleet details:**

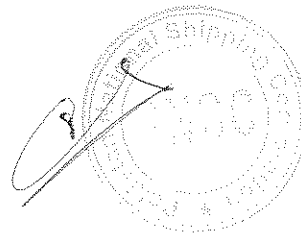
Barge/Tanker Name	Barge/Tanker Name IMO Number	Q88 Details	Owned/Chartered	Onshore Storage Owned/Leased
1				
2				
3				
4				
5				

**2.4 Fuel Quality information:**

ISO-8217 YEAR	VLSFO 0.5%	HSFO 3.5%	LSMGO 0.1%	Any Other Grades
1				
2				
3				
4				
5				

**3. Financial Information**  
Company's Banking Details

Name & Address of Principal Banker(s).	Bank: Address: Beneficiary account name: IBAN / Account No: SWIFT / Fedwire Reference: Correspondent Bank Name & SWIFT code (if applicable);
Average Size of Balances maintained at the bank	
Size of Credit Facilities (if any)	



### 3.1 Credit Insurance

Company Name	
--------------	--

### 3.2 Source of Income

Specify the Primary and secondary sources of your income including revenue from sales, investments, loans, or any other income streams.

	PRODUCT / SERVICE	DETAILS
Primary sources		
Secondary sources		

### 4. Legal

Attach relevant ownership or authorization documents (e.g., certificates of incorporation, partnership agreements, operating agreements)

Certificates of incorporation	
Partnership agreements	
Operating agreements	
Bunker Supply License	

### 5. Documents to be enclosed

Please enclose the following documents with your questionnaire.

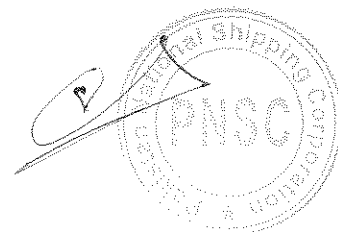
1. Registration copy / License copy / Incorporation certificate.
2. Last 2 years financial annual audited accounts
3. Bank reference letter / Letter of Good Standing
4. Owners / Directors / Authorized Signatory - ID / Passport copy. LS

Full Name .....

Company Designation .....

Signature .....

Date .....



**FORM ELI -1.1 (CONTINUED)  
APPLICANT INFORMATION FORM**

Date: \_\_\_\_\_, [insert day, \_\_\_\_\_, month, and, \_\_\_\_\_ year]

IFP-No. and title: **PRCD/BUNKER/PNSC/2025/463**

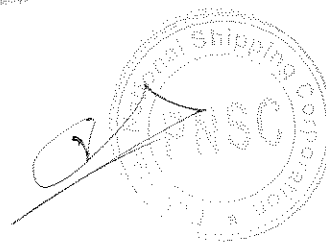
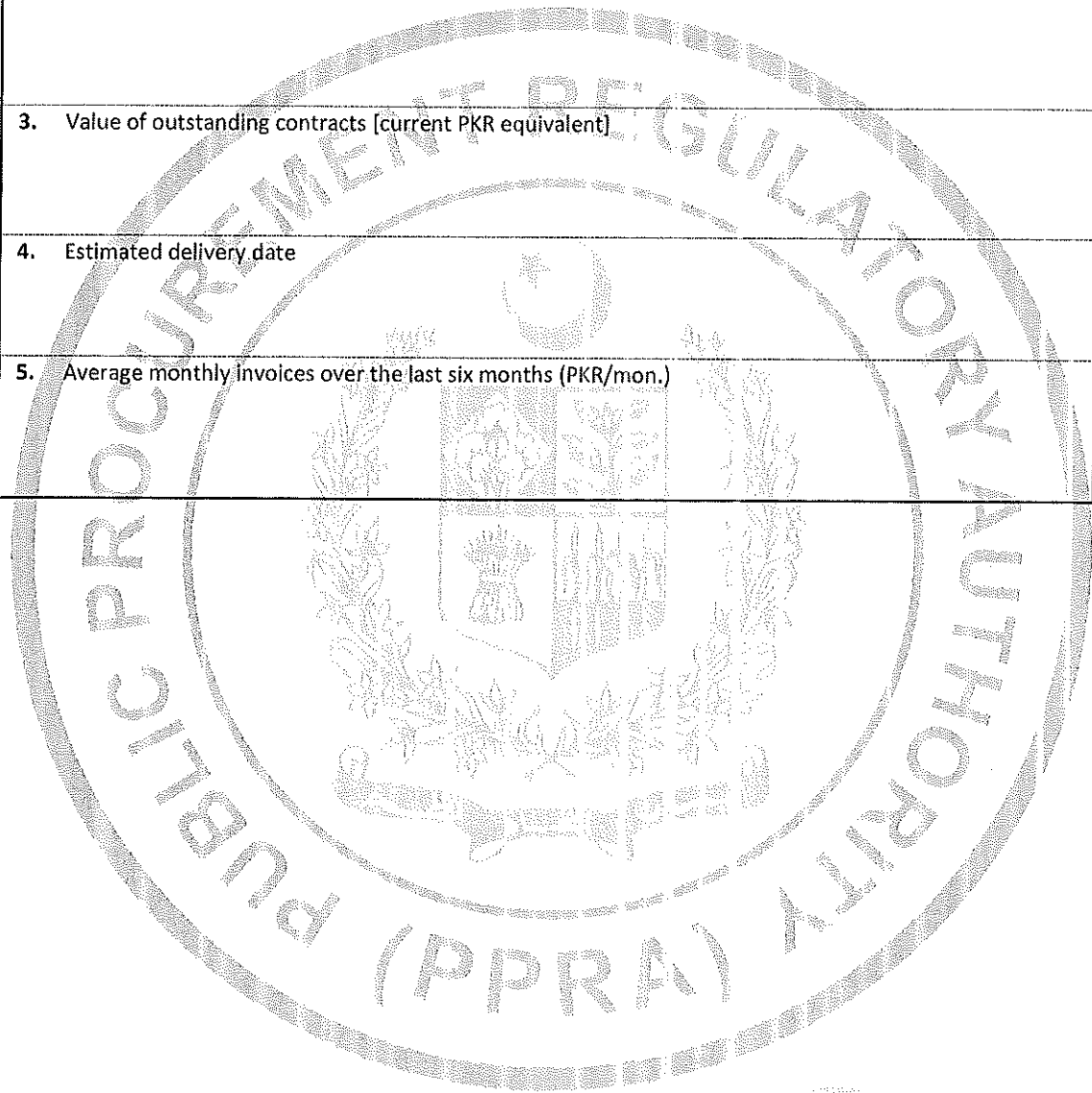
Page [insert page number] of [insert total number] pages

1. Applicant's name			
2. Street Address:	Postal Code:	City:	Country:
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.)



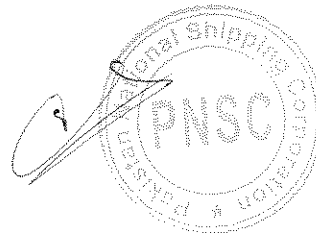
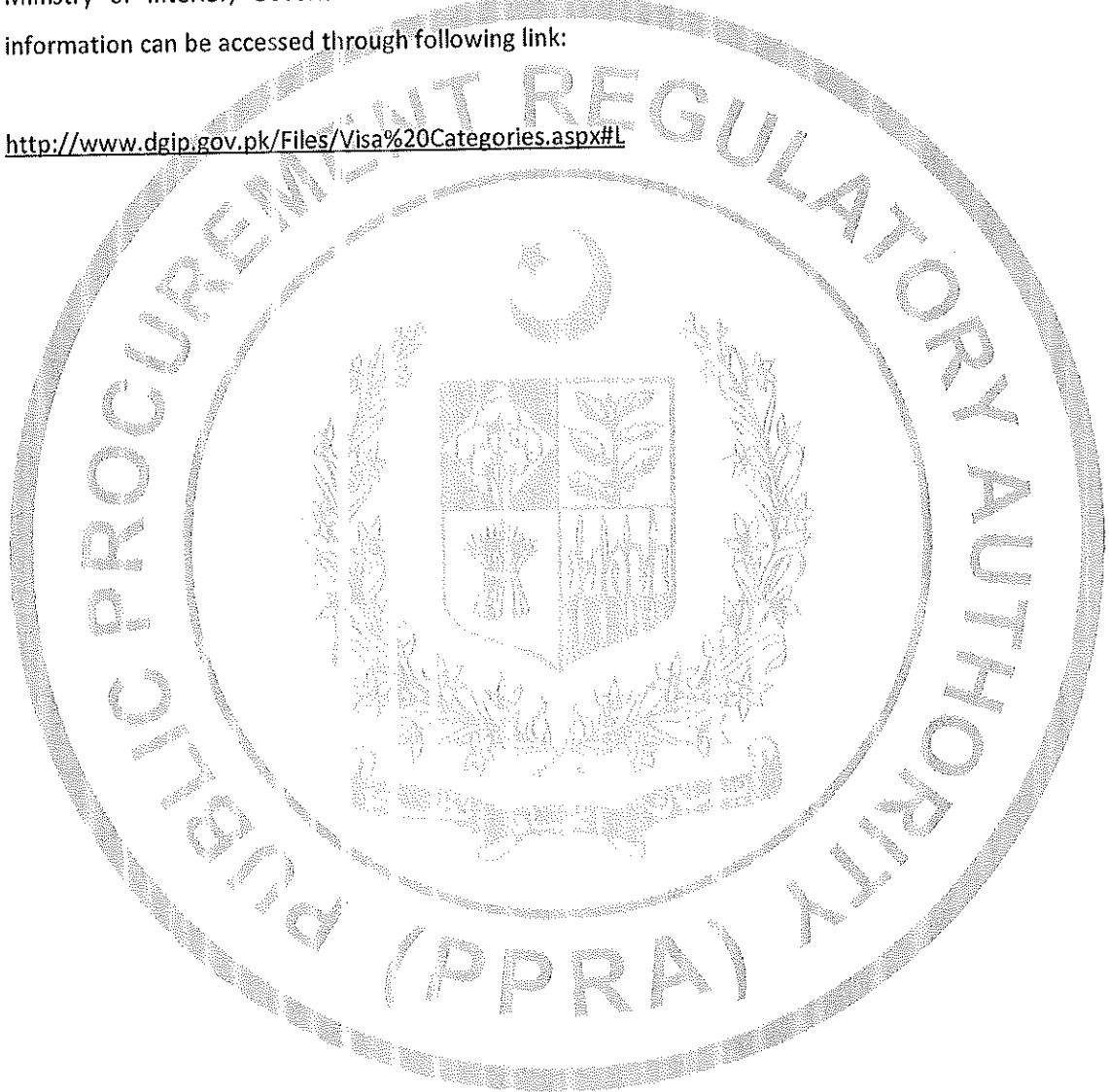
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## SECTION IV - ELIGIBLE COUNTRIES

All the eligible Bunker 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#L>



**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:

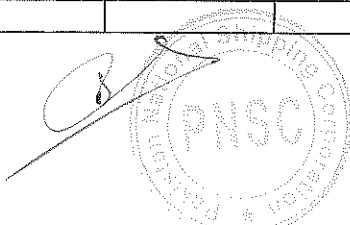
1. request a debriefing in relation to the evaluation of your Bid, and/or
2. submit a Procurement-related Complaint in relation to the decision to conclude the Framework Agreement.

**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*

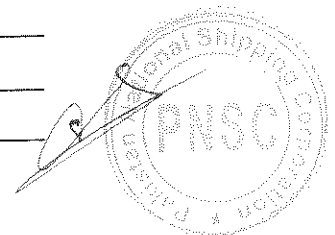
At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to exclude you from conclusion of a Framework Agreement. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within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



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**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:** \_\_\_\_\_

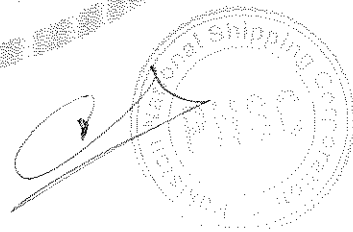
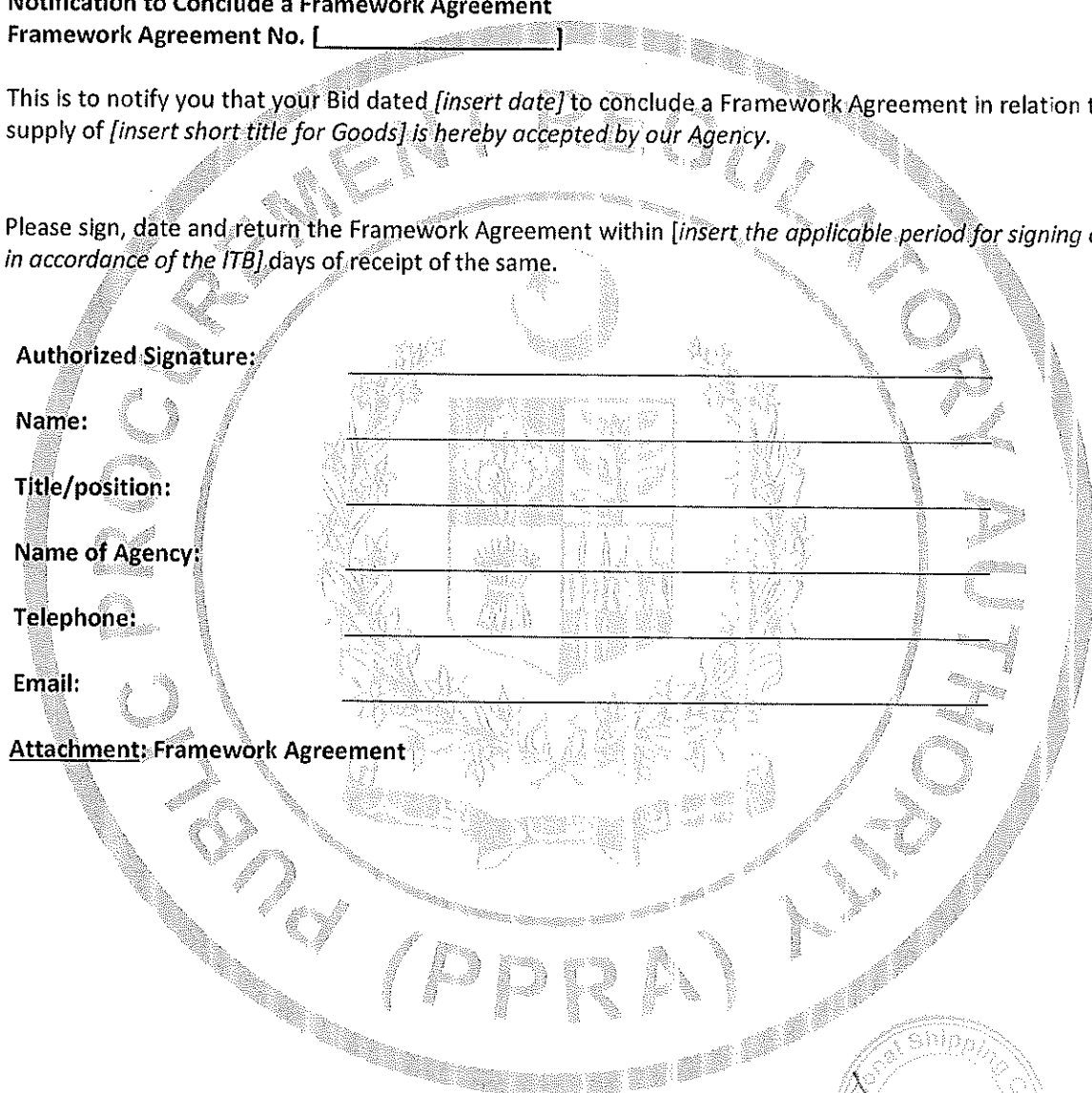
**Title/position:** \_\_\_\_\_

**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: \_\_\_\_\_

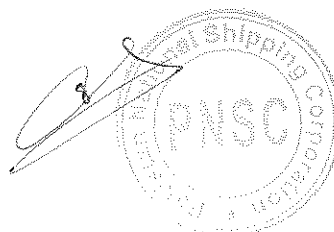
Designation: \_\_\_\_\_

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" 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 **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**

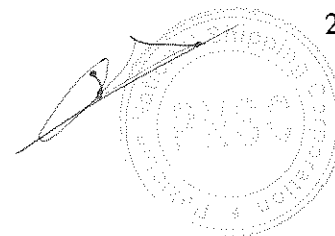
- 10.1 This Framework Agreement, and any Call-off Contract, as well as all correspondence and documents relating to this Framework Agreement, and any Call-off Contract, exchanged by the Procuring Agency and Supplier, shall be written in the language specified in the **FA Specific Provisions**. Supporting 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.

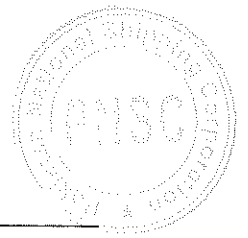
**11. NOTICES**

- 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.

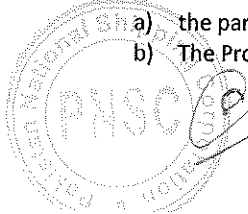
**20. DISPUTE RESOLUTION IN RELATION TO CALL-OFF CONTRACTS**

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: PRCD/BUNKER/PNSC/2025/000

DATED: \_\_\_\_\_

CONTRACT VALUE: PKR: \_\_\_\_\_

**CONTRACT TITLE: PREQUALIFICATION FOR BUNKER SUPPLIERS FOR PNSC MANAGED VESSELS FOR THE PERIOD OF THREE YEARS  
2026-2029 .**

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 of 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

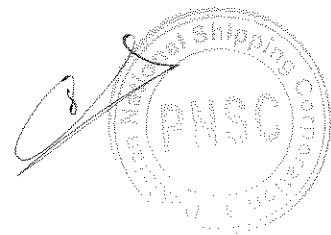
NAME OF FIRM: \_\_\_\_\_

NAME OF CLIENT: \_\_\_\_\_

NAME OF CONTRACTOR: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_  
[SEAL]

SIGNATURE: \_\_\_\_\_  
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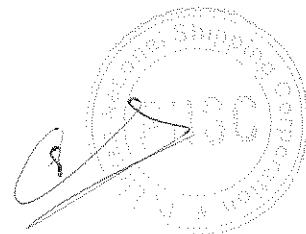
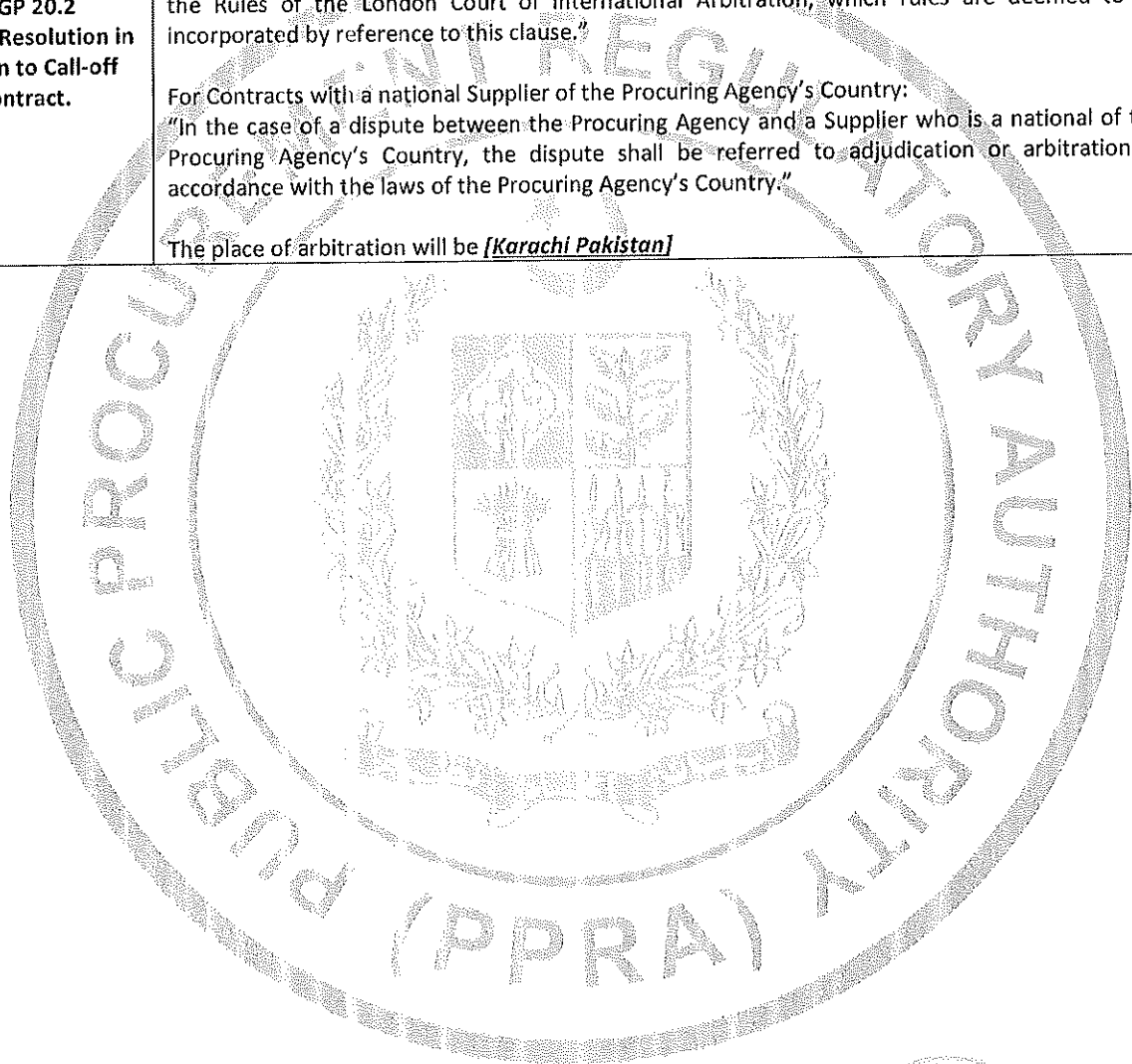
## SECTION B: FRAMEWORK AGREEMENT SPECIFIC PROVISIONS

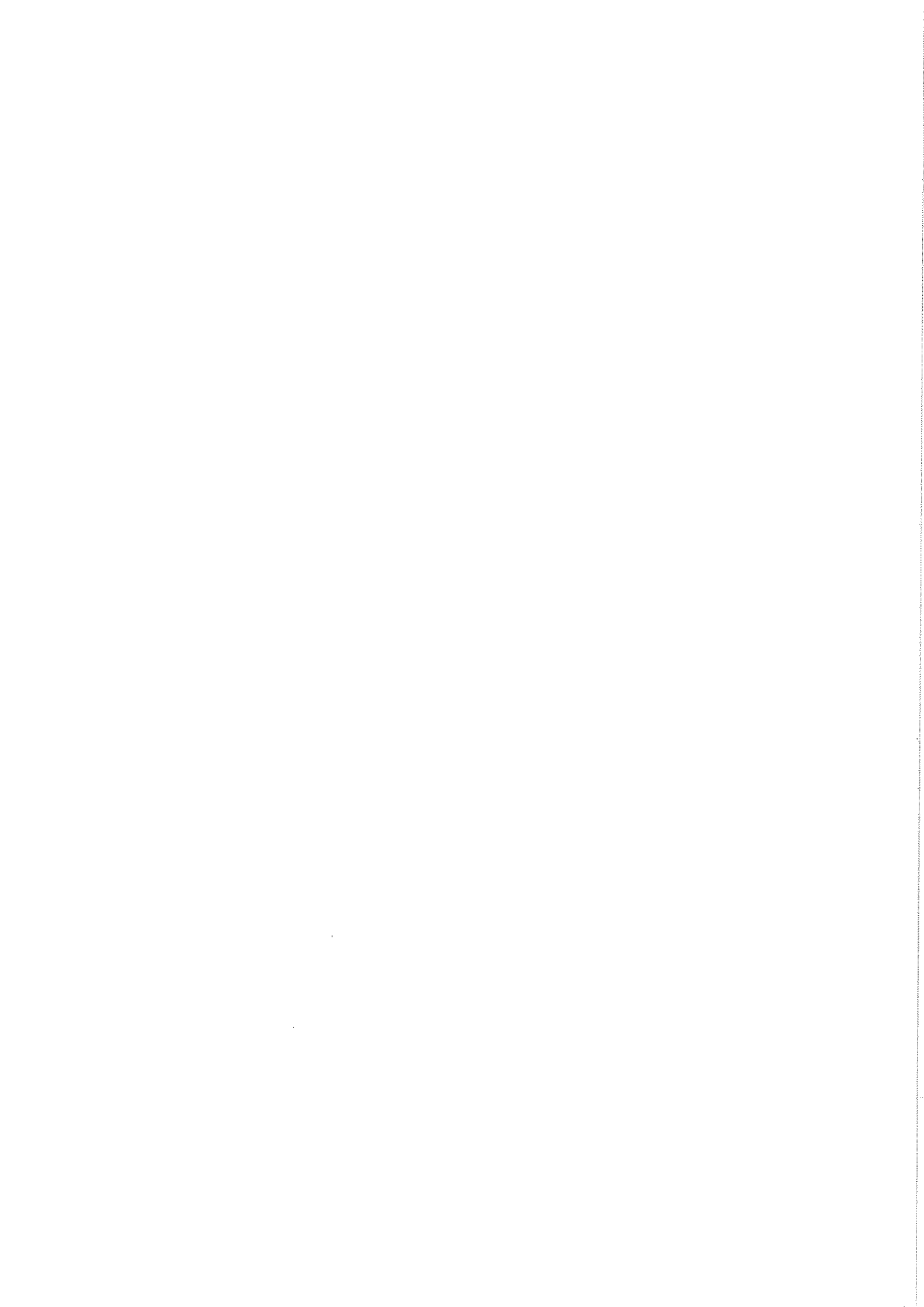
The following Framework Agreement Specific Provisions (FASP) shall supplement and/or amend the Framework Agreement General Provisions (FAGP). Whenever there is a conflict between the FAGP and FASP, the provisions of the FASP shall prevail.

*[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 <i>TENDER FOR SUPPLY OF BUNKER SUPPLIERS FOR PNSC MANAGED VESSELS FOR THE PERIOD OF THREE YEARS 2026-2029</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: <b>Pakistan</b>
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) d) BIMCO BUNKER TERMS 2018 (AS AMENDED)
FAGP 3.4 Supplier's Obligations	BIMCO BUNKER TERMS 2018 (AS AMENDED)
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; Ministry of Interior, Government of Pakistan has notified List of Business Friendly Countries (BVL), information can be accessed through following link: <a href="http://www.dqip.gov.pk/Files/Visa%20Categories.aspx#L">http://www.dqip.gov.pk/Files/Visa%20Categories.aspx#L</a></i>
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	<b>Procuring Agency's Representatives</b> <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: <b>MUHAMMAD SHOAIB IDREES,</b> Title/position: <b>(MANAGER [SS&amp;B]),</b> Address: <b>SM DEPARTMENT, 15<sup>th</sup> PNSC BUILDING, MT KHAN ROAD KARACHI.</b> Phone: <b>+92-21-99203980-99 (Ext: 6050)</b> E-mail: <b>shoib.idrees@pnsc.com.pk</b>
FAGP 6.1 Representatives	<b>Supplier's Representatives:</b> <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	<b>Adjustments to the Base Price: N/A</b>
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	<p>For contracts entered into with foreign suppliers: English Law</p> <p>For Contracts with a national Supplier of the Procuring Agency's Country: Islamic Republic of Pakistan</p> <p>Venue: <i>Karachi, Pakistan</i></p>
FAGP 20.2 Dispute Resolution in relation to Call-off Contract.	<p>(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."</p> <p>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."</p> <p>The place of arbitration will be [<i>Karachi Pakistan</i>]</p>





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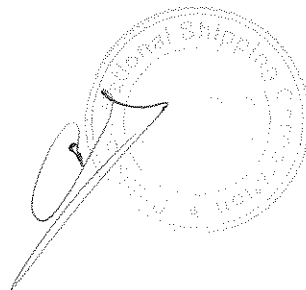
# Bunker Terms

## 2018

*as amended*



**1st of October 2018**





## Main bunker terms

(To be finalized through BIMCO SMARTCON once draft finalized)

### 1. Definitions

Throughout these General Terms and Conditions, except where the context otherwise requires, the following definitions shall be applied:

"Actual Readiness" means the Vessel's readiness in all respects to receive Marine Fuels at the agreed delivery location within the Delivery Period.

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

"BDN" means Bunker Delivery Note or Bunker Delivery Receipt.

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

"Buyers" means the party stated in the Confirmation Note contracting to purchase, take delivery and pay for the Marine Fuels.

"Confirmation Note" means the Sellers' written confirmation.

"Contract" means these General Terms and Conditions, as amended and supplemented by the Confirmation Note, and the Election Sheet (if applicable).

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

"Delivery Period" means the Vessel's ETA/delivery window as stated in the Confirmation Note.

"Election Sheet" means an election sheet in the format provided in the Annex "A" (Election Sheet) to these General Terms and Conditions, as agreed between the Parties.

"General Terms and Conditions" means these standard bunker terms and conditions.

"Marine Fuels" means products as stated in the Confirmation Note.

"Parties" means the Sellers and Buyers collectively.

"Party" means Sellers or Buyers.

"Required Supply Time" means the time at which the Seller must commence delivery of the Marine Fuels pursuant to Clause 5(c), 5(d) or 5(e) (Delivery), as applicable.

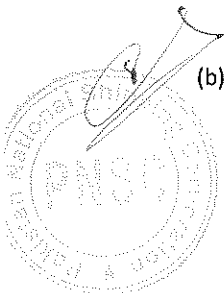
"Sellers" means the Party stated in the Confirmation Note contracting to sell and arrange delivery of the Marine Fuels.

"Vessel" means the vessel nominated by the Buyers to receive Marine Fuels.

### 2. Specifications/Grades/Quality

(a) The Buyers shall have the sole responsibility for the nomination of the specifications and grades of Marine Fuels fit for use by the Vessel.

(b) The Sellers warrant that the Marine Fuels shall be of a homogeneous and stable nature and shall comply with the specifications and grades agreed between the parties and stated in the Confirmation Note. Unless otherwise agreed in the Confirmation Note, the Marine Fuels is free of contaminants, is fit for purpose and shall in all respects comply with the latest edition of ISO Standard 8217 as per the date of the Confirmation Note.



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## 3. Quantities/Measurements

- (a) Subject to the provisions of Sub-clause.6(c) (Documentation) and Clause 9 (Claims) hereunder the quantities of Marine Fuels delivered shall be measured from the official gauge or manual sounding or meter of the Bunker Tanker effecting delivery, or in case of delivery ex-wharf, of the shore-meter or the likeequipment.
- (b) The Sellers shall invite the Buyers or their representatives to witness the opening and closing gauge, or manual sounding or meter reading and the taking of bunker temperature of all bunker tanks on the Bunker Tanker and shall be given sufficient information and access to the official gauge or manual soundings or meter of the Bunker Tanker or shore-meter and relevant documentation to verify the volume delivered. The absence of the Buyers or their representatives shall not prejudice the validity of the measurement of the quantities of Marine Fuels delivered. In the event that local bunkering rules and regulations apply mandatorily, these shall take precedence over the provisions of Sub-clauses 3(a) and 3(b) (Quantities/Measurements).
- (c) The Marine Fuels to be delivered under the Contract shall be measured and calculated in accordance with the ISO-ASTM-API-IP Petroleum Measurement Tables.

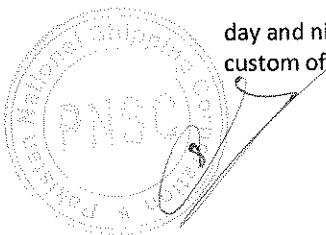
## 4. Sampling

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

## 5. Delivery

- (a) Within the Delivery Period:
  - (i) the Sellers shall deliver the Marine Fuels; and
  - (ii) the Buyers shall take delivery of the Marine Fuels,

day and night, Sundays and holidays included, at the port or place of delivery, subject always to the custom of that port or place.

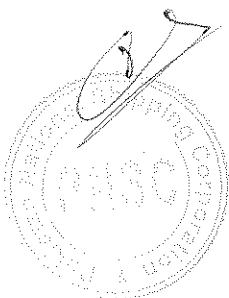


# BIMCO

- (b) The Buyers, or their agents at the port or place of delivery, shall give wherever possible the Sellers or their representatives at the port or place of delivery, seventy-two (72) and forty-eight (48) hours approximate and twenty-four (24) hours definite notice of the Vessel's arrival and the location and time at which delivery of the Marine Fuels is requested. If the Sellers agree to commence the delivery of the Marine Fuels at the time specified in the Buyers' 24 hours' notice, or the Parties agree to another time, the Sellers shall confirm this in writing to the Buyers (the "Confirmed Delivery Time").
- (c) Providing that the time of Actual Readiness is within 6 hours\* of the Confirmed Delivery Time, the Sellers shall commence delivery of the Marine Fuels within 6 hours\* of either: (i) the Confirmed Delivery Time; or  
or  
(ii) the time of Actual Readiness, whichever is later.
- (d) Where the time of Actual Readiness is not within 6 hours\* of the Confirmed Delivery Time, the Sellers shall commence delivery within 12 hours\* of either: (i) the Confirmed Delivery Time; or (ii) the time of Actual Readiness, whichever is later.
- (e) Where no Confirmed Delivery Time has been agreed, the Sellers shall commence delivery within 12 hours\* of the Buyers' time of Actual Readiness.  
*\*or such number of hours as otherwise specified in the Election Sheet.*
- (f) The Sellers shall:
  - (i) be in possession of all permits required to comply with all relevant regulations pertaining to delivery of Marine Fuels at the port or place of delivery; and
  - (ii) subject to local laws, render all necessary assistance which may be reasonably required to make connections and disconnections between the delivery hose(s) and the Vessel's bunker manifold.
  - (iii) The Buyers shall be responsible for making all connections and disconnections between the delivery hose(s) and the Vessel's bunker manifold and to ensure that the hose(s) are properly connected to the Vessel's bunker manifold prior to the commencement of delivery.
- (g) The Buyers shall ensure that the Vessel is in possession of all certificates required to comply with all relevant regulations pertaining to delivery of the Marine Fuels at the port or place of delivery and that the Master of the Vessel or the Master's authorised representative shall:
  - (i) advise the Sellers in writing, prior to delivery, of the maximum allowable pumping rate and pressure and agree on communication and emergency shut-down procedures;
  - (ii) notify the Sellers in writing prior to delivery, of any special conditions, difficulties, peculiarities, deficiencies or defects in respect of and particular to the Vessel which might adversely affect the delivery of the Marine Fuels; and
  - (iii) provide a free side to receive the Marine Fuels and render all necessary assistance which may reasonably be required to moor or unmoor the Bunker Tanker, as applicable.

## 6. Documentation

- (a) Before commencement of delivery the Sellers shall present for written acknowledgement by the Master of the Vessel or the Master's authorised representative, a bunker pre-delivery form or similar document, duly signed by the Sellers or their representative, which shall contain the quantities to be delivered and all information required in accordance with ISO 13739 or any subsequent amendments thereof, including, in particular, the values for: viscosity; density; sulphur content; flash point; and delivery temperature. In addition, and if available, similar information shall be provided for vanadium; ash content; water content; and pour point. In the event that local bunkering rules and regulations apply mandatorily, these shall take precedence over the provisions of this Sub-clause 6(a) (Documentation).



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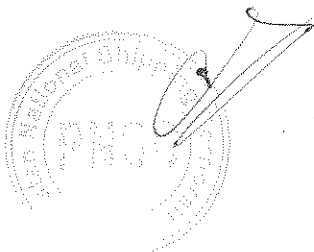
- (b) Once the delivery is completed and quantities measured, a BDN shall be signed and stamped by the Master of the Vessel or the Master's authorised representative, and returned to the Sellers, or their representative, as acknowledgement of the actual volume and the actual delivery temperature only and a duplicate copy shall be retained by the Master of the Vessel. This receipt shall contain the following minimum information which is warranted by the Sellers: delivered quantity in volume units; density in kg/m<sup>3</sup> at 15°C as per ISO 3675; delivery temperature; flash point; sulphur content in % m/m as per ISO 8754; and viscosity.
- (c) In the event the Master of the Vessel or the Master's authorised representative is not satisfied with the sampling, quantity or any other matter concerning the Marine Fuels or their delivery, the Master or the Master's authorised representative shall on completion of delivery:
  - (i) make appropriate remarks in the BDN detailing the complaints and/or referring to a separate letter of protest; or
  - (ii) if remarks in the BDN are not permitted, issue a separate letter of protest, receipt of either of which shall be acknowledged in writing by the Sellers' representative.

## 7. Price

- (a) The price mechanism will be applicable as prescribed at Annexure "A" and will be valid during the whole contract period.
- (b) The Sellers' price of the Marine Fuels is valid only if the Vessel arrives within the Delivery Period and shall be in the amount expressed per unit and in the currency stated in the Confirmation Note for each grade of Marine Fuels delivered into the Vessel's tanks free delivered/ex-wharf as applicable and stated in the Confirmation Note. In the event the price is quoted in volume units, conversion to standard volume shall be at sixty (60) degrees Fahrenheit or at fifteen (15) degrees Celsius. If the Sellers agree to arrange delivery of the Marine Fuels outside the Delivery Period the Sellers shall not be entitled to amend the price to take into account prevailing market prices.
- (c) Any and all additional charges incurred by the Sellers which are for the Buyers' account shall be specified in the Sellers' quotation and in the Confirmation Note and shall include but not be limited to:
  - (i) wharfage charges, barging charges or other similar charges;
  - (ii) mooring charges or port dues; and
  - (iii) duties, taxes, charges or other costs in the country where delivery takes place.

## 8. Payment

- (a) Payment for the Marine Fuels shall be made by the Buyers within thirty (30) days or, if otherwise agreed, within the number of days stated in the Confirmation Note after the completion of delivery. In the event payment has been made in advance of delivery, such payment shall be adjusted on the basis of the actual quantities of Marine Fuels delivered and additional payment and/or refund shall be made within seven (7) days after the completion of delivery.
- (b) Payment shall be made in full, without set-off, counterclaim, deduction and/or discount, and free of bank charges.
- (c) Payment shall be deemed to have been made on the date the payment is credited to the bank account designated by the Sellers.
- (d) If payment falls due on a non-Banking Day, then payment shall be made on or before the last Banking Day before the due date.



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- (e) Payment for delivery under the Contract shall satisfy sums owed to the Seller in the following order: (1) interest; (2) legal and enforcement costs; and (3) invoices from oldest to newest.
- (f) Any delay in payment and/or refund shall entitle either Party to interest at the rate of two (2) per cent per month or any part thereof or as otherwise agreed as per the Confirmation Note.
- (g) In the event of non-payment or non-refund, the non-defaulting Party reserves the right to pursue such legal remedies as may be available to them to recover the amount owed.
- (h) Notwithstanding any agreement to the contrary, payment for any amounts due (whether yet payable or not) under the Contract (or any other contract between the Buyers and the Sellers) will become due immediately and in the event of:
  - (i) bankruptcy, liquidation or suspension of payment (or any of the events stated in Clause 17(a) and (b) (Termination)) or comparable situation of the Buyers; or
  - (ii) any other situation, which in the reasonable discretion of the Sellers is deemed to affect adversely the financial position of the Buyers, the Sellers shall have the option to:
    - (1) demand that the Buyers comply with their obligations under the Contract; and/or
    - (2) demand adequate security; and/or
    - (3) suspend any pending deliveries; and/or
    - (4) withdraw permission to consume the Marine Fuels for the propulsion of the Vessel; and/or
    - (5) Terminate the Contract.

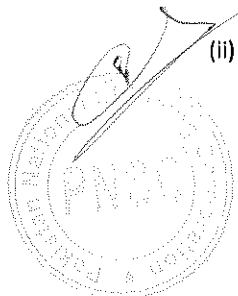
## 9. Claims

### (a) Quantity

- (i) Any dispute as to the quantity delivered must be noted at the time of delivery in accordance with Sub-clause 6(c) (Documentation), and a claim for such quantity dispute must be presented to the Sellers by the Buyers in writing within Thirty (30) days from the date of delivery (or such number of days as otherwise specified in the Election Sheet), failing either/both of which such claim shall be deemed to be waived and barred.
- (ii) The Sellers shall have the right to charge the Buyers for all proven additional expenses incurred by the Sellers in connection with the Buyers' failure to take delivery of the full quantity of the Marine Fuels ordered by the Buyers (with an operational tolerance of +/- two (2) per cent).
- (iii) The Buyers shall have the right to charge the Sellers for all proven additional expenses incurred by the Buyers in connection with the Sellers' failure to deliver the full quantity of the Marine Fuels agreed as per the Confirmation Note (with an operational tolerance of +/- two (2) per cent), unless the quantity is amended by the Master or the Master's authorised representative in writing.

### (b) Quality/Specification

- (i) Any claim as to the quality or specification of the Marine Fuels must be notified in writing promptly after the circumstances giving rise to such claim have been discovered. If the Buyers do not notify the Sellers of any such claim 30 days after use of bunkers (or such number of days as otherwise specified in the Election Sheet), such claim shall be deemed to be waived and barred.
- (ii) In the event a claim is raised pursuant to Sub-clause 9(b)(i) (Claims), the Parties hereto shall have the quality of the Marine Fuels analysed by a mutually agreed, qualified and independent laboratory. The Buyers may request a full analysis of the parameters of the Marine Fuels in accordance with the specification set out in the Confirmation Note and ISO 4259. The Sellers and buyers shall provide the laboratory with one of the samples retained by them as per Sub-clause 4(c) (Sampling) and the test methods used by the laboratory shall be in accordance with those set out in ISO 8217. Unless otherwise agreed, the cost of the analysis shall be for the account of the Party whose claim/case is found unproven by the analysis.



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(c) Delay

In the event of any delay resulting from:

- (i) the Buyers' failure to give proper notices and/or the Vessel's failure to be in Actual Readiness within six (6) hours (or such number of hours as otherwise specified in the Election Sheet) of the Confirmed Delivery Time and/or the Vessel failing to receive Marine Fuels at the pumping rate and pressure referred to in Sub-clause 5(h)(i) (Delivery); or
- (ii) the Sellers' failure to deliver the Marine Fuels in accordance with the minimum hourly pumping rate and pressure referred to in the Confirmation Note; or
- (iii) the Seller's failure to commence delivery of the Marine Fuels within the Required Supply Time, then the Party suffering such delay shall be entitled to compensation from the other Party for any loss suffered as a result of that delay.

(d) Time Bar

In each and every case any and all claims, except those under Sub-clauses 9(a)(i) and 9(b)(i) (Claims), by the Buyers shall be time barred unless arbitration proceedings have been commenced in accordance with Clause 24 (BIMCO Standard Dispute Resolution Clause 2018) hereof within twelve (12) months of the date of delivery of the Marine Fuels or the day that delivery should have commenced as per the Confirmation Note.

## 10. Risk/Title

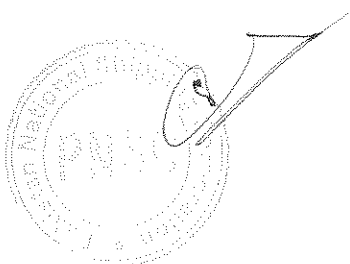
- (a) \* Risk and title in the Marine Fuels shall pass to the Buyers once the Marine Fuels has passed the inlet flange on the receiving vessel.
- (b) \* Risk in the Marine Fuels shall pass to the Buyers once the Marine Fuels have passed the Sellers' flange connected to the Vessel's bunker manifold. Title to the Marine Fuels shall pass to the Buyers upon payment of all sums due to the Sellers under the Contract. Until such time as payment is made, on behalf of themselves and the Vessel, the Buyers agree that they are in possession of the Marine Fuels solely as bailee for the Sellers. If, prior to payment, the Sellers' Marine Fuels are commingled with other marine fuels on board the Vessel, title to the Marine Fuels shall remain with the Sellers corresponding to the quantity of the Marine Fuels delivered. The above is without prejudice to such other rights as the Sellers may have under the laws of the governing jurisdiction against the Buyers or the Vessel in the event of non-payment. \*Sub-clauses (a) and (b) are alternatives. Indicate agreed alternative in the Election Sheet. If neither Sub-clause (a) or (b) is stated, then Sub-clause (b) shall apply.
- (c) The Buyers have the Sellers' permission to consume the Marine Fuels for propulsion of the Vessel.

## 11. Lien

- a) Sellers must hold the buyer harmless and indemnify the buyer in the event that a third party asserts a lien or encumbrance on the vessel in relation to the fuel purchased from the sellers
- b) Sellers warrant that no third party has any right to claim against the buyer in relation to the fuel, or exercise any right of lien, charge, encumbrance or arrest over the vessel or any sister vessels in respect of the fuel.

## 12. Compliance with Laws and Regulations

The Parties will not do or permit to be done anything which might cause any breach or infringement of the laws and regulations of the Flag State of the Vessel or the country of incorporation of the Sellers, or of the places where the Vessel or the Sellers trade or take Marine Fuels under the Contract.



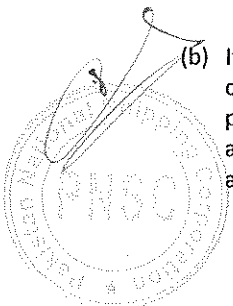
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## 13. Sanctions Compliance Clause

- (a) "Sanctions Laws" means any sanction, prohibition or restriction imposed by the United Nations, the European Union, the United Kingdom or the United States of America, including but not limited to the US Department of the Treasury Office of Foreign Asset Control ("OFAC") including the OFAC Specially Designated Nationals or Blocked Persons List (SDN) and the US Department of State.
- (b) The Buyers and the Sellers each warrant that at the date of entering into the Contract and continuing until delivery of the Marine Fuels and payment by the Buyers to the Sellers in full:
  - (i) neither Party is subject to any of the Sanctions Laws referred to in Sub-clause 12(a) (Sanctions Compliance Clause) which prohibit or render unlawful any performance under the Contract;
  - (ii) the Sellers are selling and the Buyers are purchasing the Marine Fuels as principals and not as agent, trustee or nominee of any person with whom transactions are prohibited or restricted under Sub-clause 12(a) (Sanctions Compliance Clause);
  - (iii) the Buyers further warrant that the Vessel is not a designated vessel and is not and will not be chartered to any entity or transport any cargo contrary to the restrictions or prohibitions in Sub-clause 12(a) (Sanctions Compliance Clause) above; and
  - (iv) the Sellers further warrant that the Marine Fuels are not of an origin or have been exported as a product from a place that is subject to any of the Sanctions Laws referred to in Sub-clause 12(a) (Sanctions Compliance Clause) above.
- (c) If at any time during the performance of the Contract either Party becomes aware that the other Party is in breach of warranty as aforesaid, the Party not in breach shall comply with the laws and regulations of any Government to which that Party or the Vessel is subject and follow any orders or directions which may be given by any regulatory or administrative body, acting with powers to compel compliance. In the absence of any such orders, directions, laws or regulations, the Party not in breach may terminate the Contract forthwith.
- (d) Notwithstanding anything to the contrary in this Clause, Buyers and Sellers shall not be required to do anything which constitutes a violation of the laws and regulations of any State to which either of them is subject.
- (e) The Buyers and the Sellers shall be liable to indemnify the other Party against any and all claims, including return of any payment, losses, damage, costs and fines whatsoever suffered by the other Party resulting from any breach of warranty as aforesaid and in accordance with the Contract.

## 14. Anti-Corruption Clause

- (a) The Parties agree that in connection with the performance of any Contract they shall each:
  - (i) comply at all times with all applicable anti-corruption legislation and have procedures in place that are, to the best of its knowledge and belief, designed to prevent the commission of any offence under such legislation by any member of its organisation or by any person providing services for it or on its behalf; and
  - (ii) make and keep books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions in connection with any Contract.
- (b) If a demand for payment, goods or any other thing of value ("Demand") is made to either Party by any official, any contractor or sub-contractor engaged by or acting on behalf of either Party or any other person not employed by either Party and it appears that meeting such Demand would breach any applicable anti-corruption legislation, then the Party receiving the Demand shall notify the other Party as soon as practicable and the Parties shall cooperate in taking reasonable steps to resist the Demand.



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- (c) If either Party fails to comply with any applicable anti-corruption legislation it shall defend and indemnify the other Party against any fine, penalty, liability, loss or damage and for any related costs (including, without limitation, court costs and legal fees) arising from such breach.
  - (d) Without prejudice to any of its other rights under any Contract, either party may terminate a Contract without incurring any liability to the other Party if:
    - (i) at any time the other Party or any member of its organisation has committed a breach of any applicable anti-corruption legislation in connection with any Contract; and
    - (ii) such breach causes the non-breaching Party to be in breach of any applicable anti-corruption legislation.
- Any such right to terminate must be exercised without undue delay.
- (e) Each Party represents and warrants that in connection with the negotiation of any Contract neither it nor any member of its organisation has committed any breach of applicable anti-corruption legislation. Breach of this Sub-clause 13(e) (Anti-Corruption Clause) shall entitle the other Party to terminate a Contract without incurring any liability to the other.

## 15. Indemnity

- (a) Without prejudice to any other claims arising hereunder or in connection herewith and notwithstanding the provisions of Sub-clause 9(d) (Claims), if loss is suffered or a liability is incurred by either Party hereto as a direct result of compliance with directions given by the other Party, during or for the purposes of the Parties' obligations hereunder, then the injured party is to be indemnified by the other in respect of such loss or liability; unless such loss or liability arises due to a negligent act or omission by the Party incurring the loss or liability.
- (b) Where claims arise under Sub-clause 9(c) (Claims) and Sub-clause 14(a) (Indemnity), compensation payable in accordance with Sub-clause 9(c) (Claims) shall be taken into account in assessing sums payable under Sub-clause 14(a) (Indemnity).

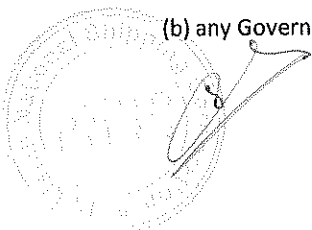
## 16. Liability

- (a) Neither the Buyers nor the Sellers shall be liable to the other Party for:
  - (i) any loss of profit, loss of production whatsoever and whether arising directly or indirectly from the performance or non-performance of the Contract, and whether or not the same is due to negligence or any other fault on the part of either Party, their servants or agents, and
  - (ii) any indirect or consequential loss arising out of or in connection with the performance or non-performance of the Contract, whether or not the same is due to any breach of contract, negligence or any other fault on the part of either Party, their servants or agents.
- (b) Notwithstanding any other provision in these General Terms and Conditions, the liability of either Party, whatsoever or howsoever caused, shall (exclusive of interest and legal and enforcement costs) not exceed twice the invoice value of the Marine Fuels or USD 750,000, whichever is the higher figure, unless otherwise agreed in the Election Sheet.

## 17. Force Majeure

Neither Party shall be liable for any loss, damage or delay due to any of the following force majeure events and/or conditions at the port of delivery which could not reasonably be foreseen at the time of entering into the Contract or guarded against to the extent the Party invoking force majeure is prevented or hindered from performing any or all of their obligations under the Contract, provided they have made all reasonable efforts to avoid, minimize or prevent the effect of such events and/or conditions:

- (a) acts of God;
- (b) any Government requisition, control, intervention, requirement or interference;



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- (c) any circumstances arising out of war, threatened act of war or warlike operations, acts of terrorism, sabotage or piracy, or the consequences thereof;
- (d) riots, civil commotion, blockades or embargoes;
- (e) virus outbreak, epidemics or pandemic, infectious diseases; and action taken by a government or public authority, including prohibition of entry into a country or region of a country, promulgation of quarantine measures, ordering the "lockdown" of the whole or part of a country, prolonged breakdown of transport,
- (f) earthquakes, landslides, floods or other extraordinary weather conditions;
- (g) strikes, lockouts or other industrial action, unless limited to the employees of the Party seeking to invoke force majeure;
- (h) fire, accident, explosion - except where caused by negligence of the Party seeking to invoke force majeure;
- (i) Any other event beyond the reasonable control of the Parties.

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

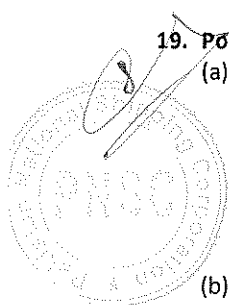
## 18. Termination

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

- (a) any application being made or any proceedings being commenced, or any order or judgment being given by any court, for
  - (i) the winding up, dissolution, liquidation or bankruptcy of either Party (otherwise than for the purpose of reconstruction or amalgamation) or if a receiver or administrator is appointed, or if it suspends payment, ceases to carry on business or makes any special arrangement or composition with its creditors; or
  - (ii) the appointment of a receiver, liquidator, trustee, administrator, administrative receiver or similar functionary of the other Party of all or a substantial part of its assets (otherwise than for the purpose of a reconstruction or amalgamation); or
- (b) any act being done or event occurring which, under the applicable law thereof, has a substantially similar effect to any of the said acts or events described above; or
- (c) either Party is in breach of the provisions of Clause 12 (Sanctions Compliance Clause) (if applicable); or
- (d) either Party is in breach of any material provision under the Contract; or
- (e) if a force majeure event as defined in Clause 16 (Force Majeure) prevents or hinders the performance of the Contract for a period exceeding ten (10) consecutive days from the time at which the impediment begins to prevent performance if notice is given without delay or, if notice is not given without delay, from the time at which notice thereof reaches the other Party.

## 19. Pollution

- (a) In the event of any spillage (which for the purpose of this Clause shall mean any leakage, escape, spillage or overflow of the Marine Fuels) causing or likely to cause pollution occurring at any stage of the bunkering operation, the Buyers and the Sellers shall jointly, and regardless as to whether the Buyers or the Sellers are responsible, immediately take such actions as are reasonably necessary to effect clean up and which shall always be conducted in accordance with such local laws and regulations which may compulsorily apply.
- (b) Where it is a compulsory requirement of the law of the port or place of delivery of the Marine Fuels that the Sellers shall have in place their own oil spill contingency plans, the Sellers shall ensure that they have in place valid oil spill contingency plans.



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- (c) Each Party hereby guarantees payment of and/or agrees to indemnify and hold the other Party harmless for any claims, losses, damages, expenses, penalties or other liabilities incurred (including but not limited to those incurred under any state, national or international oil pollution legislation), as a result of any spillage arising out of or in connection with the performance of the Contract where such spillage is caused or contributed to by that Party. To the extent that such spillage is caused or contributed to by any fault on the part of both Parties, each Party shall indemnify the other Party for its respective degree of fault.
- (d) The Sellers shall use their best endeavours to ensure that the owners of the Bunker Tanker are fully insured for oil spill liabilities as required by statutory rules or regulations. If such coverage or insurance is not obtained by the owners of the Bunker Tanker, it shall be the sole responsibility of the Sellers to establish such coverage for their account. Proof and conditions of such coverage, whether established by the Marine Fuels supplying company or by the Sellers shall be made available to the Buyers at their request, as soon as practically possible.

## 20. Drugs and Alcohol Policy

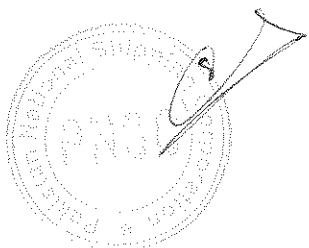
- (a) Each Party shall enforce a company drug and alcohol policy on board the Vessel and the Bunker Tanker and, in the case of the Sellers, also in their facilities.
- (b) Such company drug and alcohol policies shall meet or exceed the standards in the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers, 1978, as amended.
- (c) The Buyers' personnel shall comply with the Sellers' policy in the Seller's facilities or on board the Bunker Tanker, and the Sellers' personnel shall comply with the Buyers' policy when on board the Vessel.
- (d) Both Parties acknowledge and agree that the selling, possession, distribution, use or being under the influence of alcohol or any controlled substance or dangerous drugs other than those medically prescribed is prohibited.

## 21. Confidentiality

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

## 22. Third Party Rights

No third parties may enforce any term of the Contract.



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## 23. Assignment

Neither Party shall assign any of their rights under the Contract without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed, or unless otherwise agreed in the Election Sheet.

## 24. Partial Validity

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

## 25. Dispute Resolution Clause

(a)\* The Contract shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with the Contract shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.

The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.

The reference shall be to three arbitrators. A Party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other Party requiring the other Party to appoint its own arbitrator within fourteen (14) calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other Party appoints its own arbitrator and gives notice that it has done so within the fourteen (14) days specified. If the other Party does not appoint its own arbitrator and give notice that it has done so within the fourteen (14) days specified, the Party referring a dispute to arbitration may, without the requirement of any further prior notice to the other Party, appoint its arbitrator as sole arbitrator and shall advise the other Party accordingly. The award of the sole arbitrator shall be binding on both Parties as if the arbitrator had been appointed by agreement.

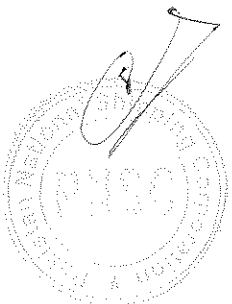
Nothing herein shall prevent the Parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.

In cases where neither the claim nor any counterclaim exceeds the sum of USD 100,000 (or such other sum as the Parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

In cases where the claim or any counterclaim exceeds the sum agreed for the LMAA Small Claims Procedure and neither the claim nor any counterclaim exceeds the sum of USD 400,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Intermediate Claims Procedure current at the time when the arbitration proceedings are commenced.

(b)\* The Contract shall be governed by US maritime law or, if the Contract is not a maritime contract under US law, by the laws of the State of New York. Any dispute arising out of or in connection with the Contract shall be referred to three (3) persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen. The decision of the arbitrators or any two of them shall be final, and for the purposes of enforcing any award, judgment may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the SMA Rules current as of the date of the Contract.

In cases where neither the claim nor any counterclaim exceeds the sum of USD 100,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the SMA Rules for Shortened Arbitration Procedure current as of the date of the Contract.



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(c)\* The Contract shall be governed by and construed in accordance with Singapore\*\*/English\*\* law.

Any dispute arising out of or in connection with the Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration in Singapore in accordance with the Singapore International Arbitration Act (Chapter 143A) and any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.

The arbitration shall be conducted in accordance with the Arbitration Rules of the Singapore Chamber of Maritime Arbitration (SCMA) current at the time when the arbitration proceedings are commenced.

The reference to arbitration of disputes under this Clause shall be to three arbitrators. A Party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other Party requiring the other Party to appoint its own arbitrator and give notice that it has done so within fourteen (14) calendar days of that notice and stating that it will appoint its own arbitrator as sole arbitrator unless the other Party appoints its own arbitrator and gives notice that it has done so within the fourteen (14) days specified. If the other Party does not give notice that it has done so within the fourteen (14) days specified, the Party referring a dispute to arbitration may, without the requirement of any further prior notice to the other Party, appoint its arbitrator as sole arbitrator and shall advise the other Party accordingly. The award of a sole arbitrator shall be binding on both Parties as if the arbitrator had been appointed by agreement.

Nothing herein shall prevent the Parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.

In cases where neither the claim nor any counterclaim exceeds the sum of USD 150,000 (or such other sum as the Parties may agree) the arbitration shall be conducted before a single arbitrator in accordance with the SCMA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

(d)\* The Contract shall be governed by and construed in accordance with the laws of the place mutually agreed by the Parties and any dispute arising out of or in connection with the Contract shall be referred to a dispute resolution forum at a mutually agreed place, subject to the procedures applicable there.

(e) The parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with the Contract. In the case of any dispute in respect of which arbitration has been commenced under Sub-clause (a), (c) or (d), the following shall apply:

(i) Either Party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other Party of a written notice (the "Mediation Notice") calling on the other Party to agree to mediation.

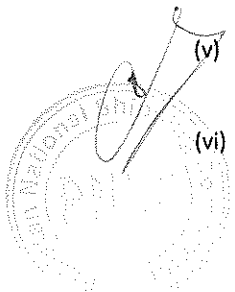
(ii) The other Party shall thereupon within fourteen (14) calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the Parties shall thereafter agree a mediator within a further fourteen (14) calendar days, failing which on the application of either Party a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the Parties may agree or, in the event of disagreement, as may be set by the mediator.

(iii) If the other Party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the Parties.

(iv) The mediation shall not affect the right of either Party to seek such relief or take such steps as it considers necessary to protect its interest.

(v) Either Party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.

(vi) Unless otherwise agreed or specified in the mediation terms, each Party shall bear its own costs incurred in the mediation and the Parties shall share equally the mediator's costs and expenses.



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- (vii) The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.

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

\*Sub-clauses (a), (b), (c) and (d) are alternatives to be specified in the Election Sheet; if this Clause has been incorporated into the Contract without an express choice of law and arbitration forum chosen from Sub-clauses (a), (b), (c) and (d), then Sub-clause (a) of this Clause shall apply. Sub-clause (e) shall apply in all cases except for alternative (b).

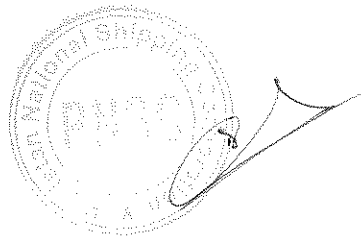
\*\*Singapore and English law are alternatives; if Sub-clause (c) is agreed also indicate choice of Singapore or English law. If neither or both are indicated, then English law shall apply by default.

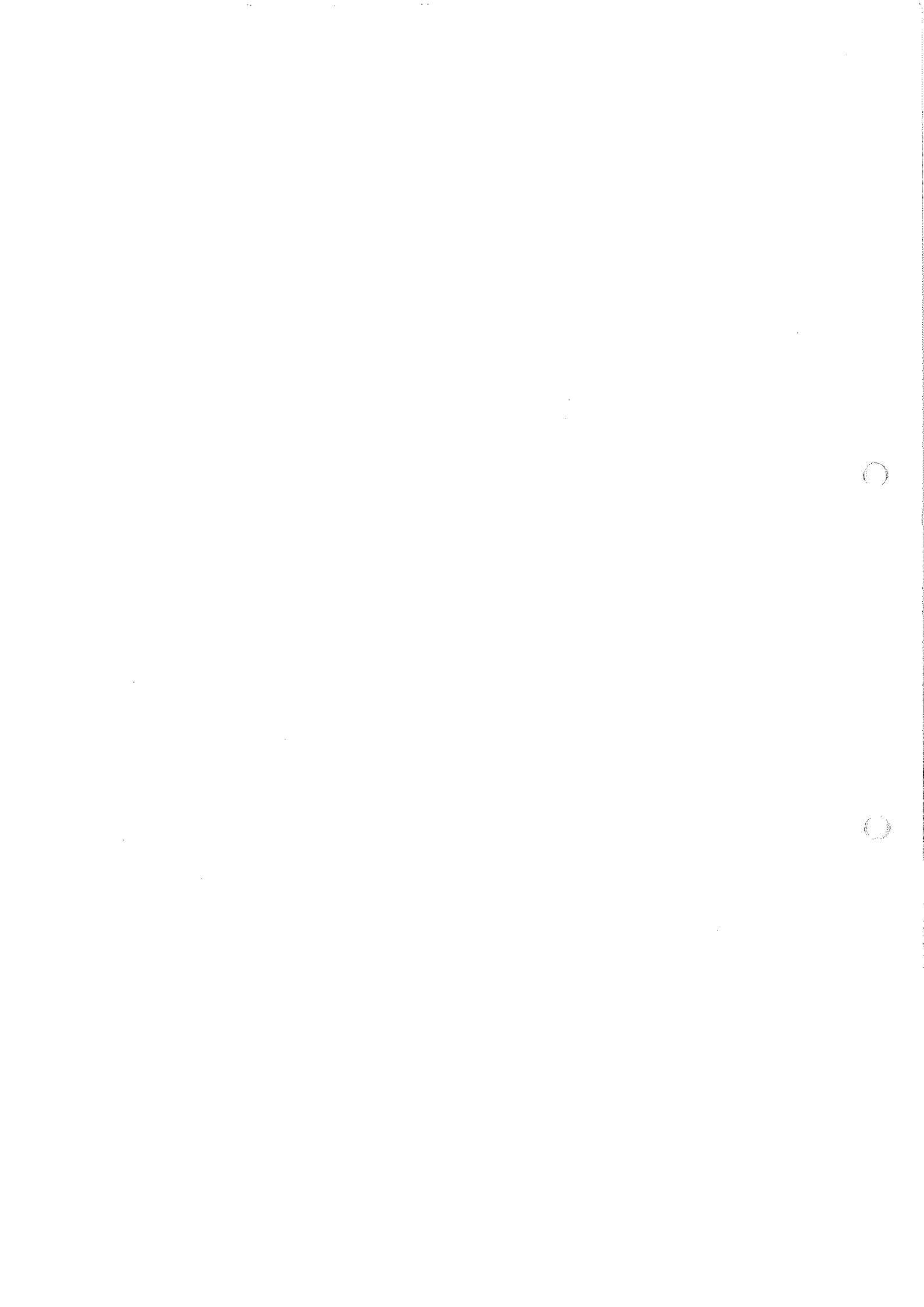
## 26. Notices

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

## 27. Entire Agreement and Priority of Terms

- (a) The written terms of the Contract comprise the entire agreement between the Buyers and the Sellers in relation to the sale and purchase of the Marine Fuels and supersede all previous agreements whether oral or written between the Parties in relation thereto. No amendments to a Contract may be made unless agreed by both Parties in writing.
- (b) Each of the Parties acknowledges that in entering into the Contract it has not relied on and shall have no right or remedy in respect of any statement, representation, assurance or warranty (whether or not made negligently) other than as is expressly set out in the Contract.
- (c) Any terms implied into the Contract by any applicable statute or law are hereby excluded to the extent that such exclusion can legally be made. Nothing in this Clause shall limit or exclude any liability for fraud by any Party to the Contract.
- (d) In the event of a conflict between any of the provisions of these General Terms and Conditions and the Election Sheet, the provisions of the Election Sheet shall prevail over the provisions of these Terms and Conditions. If there is a conflict between any of the provisions of these General Terms and Conditions, the Election Sheet and the Confirmation Note respectively, the provisions of the Confirmation Note shall prevail over these General Terms and Conditions and the Election Sheet to the extent of such conflict, but no further.







MAIN BUNKER TERMS (ELECTION SHEET)

Customization of Provisions in the Main Bunker Terms

Name of the Sellers		Name of the Buyers: PNSC	
Effective Date (state effective date of the Contract) _____			
Clause 3 (b)(Quantity)	PNSC nominated surveyor company will ascertain bunker quantities received on board and will act as representatives from PNSC's side including but not limited to.		
Clause 2 (b) & Clause 4 (Quality)	Samples will be sent to PNSC designated lab for test analysis. Standard (ISO 8217 latest standard 2024/2017/2010 Compliant fuel)		
Minimum Lifting Quantity as per Annexure "A"	In case in any particular month, if fail to lift minimum quantity then same quantity shall be adjust in next month on without prejudice basis.		
Clause 5 (Delivery)			
Clause 5(c)	State number of hours to apply: After arrival, six hours tolerance is allowed to commence bunkering operation.		
Clause 5(d)	State number of hours to apply: After arrival, six hours tolerance is allowed to commence bunkering operation.		
Clause 5(e)	State number of hours to apply: After arrival, six hours tolerance is allowed to commence bunkering operation.		
Clause 9 (Claims)			
Clause 9(a)(i)	Number of days for presenting a quantity claim: 30 days		
Clause 9(b)(i)	Number of days for presenting a quality claim: 30 days from use of bunker		
Clause 9(b)(ii)	State name of laboratory, if pre-agreed: mutually agreed, qualified and independent laboratory.		
Clause 9(c)(i)	State number of hours to apply: 06 hours		
Clause 10 (Risk/Title)	State if Sub-clause (a) or (b) to apply: <b>Clause (a) apply on this contract</b>		
Clause 12 (Sanctions compliance clause)	If ticked here; <input type="checkbox"/> Clause 12 shall not apply <input type="checkbox"/> Clause 12 to apply.		
Clause 15 (Liability)	State maximum liability amount and currency: Notwithstanding any other provision in these General Terms and Conditions, the liability of either Party, whatsoever or howsoever caused, shall (exclusive of interest and legal and enforcement costs) not exceed twice the invoice value of the Marine Fuels or USD 750,000, whichever is the higher figure, unless otherwise agreed in the Election Sheet.		
Clause 25 (Dispute Resolution Clause)	State choice of law and arbitration venue to apply <b>(a) Clause "a" will be applied.</b>		
Clause 27(d) (Entire Agreement and Priority of Terms)	If there is a conflict between any of the provisions of these General Terms and Conditions, the Election Sheet and the Confirmation Note respectively, the provisions of the aforementioned BIMCO Terms as amended and Election Sheet shall prevail over all the terms in execution of bunker purchase contract.		
Additional clauses			

Executed by the duly authorised representative of each Party effective as of the Effective Date:

**Sellers**

**Buyers**

Name:  
 Designation:  
 Company Stamp:

Name:  
 Designation:  
 Company Stamp:

