

NATIONAL STANDARD PROCUREMENT DOCUMENT

Procurement of Services for Survey of Liquid/Dry Cargo through Framework Agreements

(National Competitive Bidding)



**PRE-QUALIFICATION NOTICE FOR SURVEY OF LIQUID/DRY CARGO SERVICES ON PNSC'S
MANAGED, CHARTERED AND AGENCY VESSELS AT KARACHI PORT AND PORT
MUHAMMAD BIN QASIM FOR A PERIOD OF THREE YEARS**

PAKISTAN NATIONAL SHIPPING CORPORATION

September 2026





PAKISTAN NATIONAL SHIPPING CORPORATION

INVITATION FOR PREQUALIFICATION

PRE-QUALIFICATION NOTICE FOR SURVEY OF LIQUID/DRY CARGO SERVICES ON PNSC'S MANAGED, CHARTERED AND AGENCY VESSELS AT KARACHI PORT AND PORT MUHAMMAD BIN QASIM FOR A PERIOD OF THREE YEARS

TENDER NO. PRCD/SURVY/LQD-DRY/PNSC/003

1. The Pakistan National Shipping Corporation has sufficient funds from its own resources toward the expenditure of the Survey of Liquid /Dry Cargo Services, and intends to apply part of the proceeds toward payments under the contract or contracts for these services.
2. The Pakistan National Shipping Corporation intends to prequalify suppliers for Invitation to Bid(s), and sign the framework agreement(s) with the selected bidder(s).
3. The objective of the intended open framework agreement(s) is the on-demand for Procurement of Services for Survey of Liquid/Dry Cargo through subsequent Request for quotation and Call-off Contract(s) with successful pre-qualified bidders, and 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 **September 2026** and open Framework Agreement(s) will be signed between the Procuring Agency and the successful bidder(s) as Framework Agreement Suppliers in **October 2026** for the period of **03 Years**.
5. Prequalification process is open for all National Applicants subject to fulfilling the eligibility requirements mentioned in the respective Prequalification Documents. Interested Applicants may obtain further information from the PNSC Operation Department at the address mentioned below, in Karachi during office hours 0930 Hrs to 0430 Hrs PKT.
6. A complete set of Prequalification Documents in English will be downloaded from the website www.pnsc.com.pk after signing up and giving necessary details, which will be required for keeping the record of potential applications, who are also instructed to remain in touch with the respective web-link for observing amendment(s), if any, in Prequalification Documents.
7. Applications for Prequalification should be submitted in clearly scanned portable document format (PDF), through protected Email Address: portops.tender@pnsc.com.pk only, latest by 11:00 AM on **October 2nd, 2026**. Late Applications will be rejected. Prequalification Applications shall be opened on same day at 11:30 AM in the presence of applicants who wish to attend.
8. ***This Pre-Qualification process shall remain open (ongoing basis) for any applicants, who possess minimum qualification mentioned in prequalification document. Applicants may send their application on above protected Email Address only, which shall be evaluated every month and list of qualified applicants shall be updated accordingly.***
9. PNSC reserves the right to accept or reject any or all bids as per Public Procurement Rules, 2004.

WASIF ABBAS, ACTG. MANAGER (PORT OPERATION)

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

Direct: 92-21-99204007, PH: 92-21-99203980-99 (Ext: 4018)

Email: wasif.abbas@pnsc.com.pk

Web: www.pnsc.com.pk



1. CONTENTS

PART I – PREQUALIFICATION	04
SECTION I - INSTRUCTIONS TO APPLICANTS	04
A. GENERAL	04
B. CONTENTS OF THE PREQUALIFICATION DOCUMENTS	05
C. PREPARATION OF APPLICATIONS	06
D. SUBMISSION OF APPLICATIONS	06
E. PROCEDURES FOR EVALUATION OF APPLICATIONS	07
F. EVALUATION OF APPLICATIONS AND PREQUALIFICATION OF APPLICANTS	07
SECTION II - PREQUALIFICATION DATA SHEET (PDS)	11
A. GENERAL	11
B. CONTENTS OF THE PREQUALIFICATION DOCUMENT	11
C. PREPARATION OF APPLICATIONS	11
D. SUBMISSION OF APPLICATIONS	11
E. PROCEDURES FOR EVALUATION OF APPLICATIONS	11
SECTION III - QUALIFICATION CRITERIA AND REQUIREMENTS	12
SPECIFIC EXPERIENCE REQUIREMENTS	12
TECHNICAL EVALUATION CRITERIA ANNEXURE "A"	13
SECTION IV - APPLICATION FORMS	14
APPLICATION SUBMISSION LETTER	15
FORM ELI -1.1 APPLICANT INFORMATION FORM	15
FORM ELI -1.1 (CONTINUED) APPLICANT INFORMATION FORM	16
FORM FIN – 3.1 FINANCIAL SITUATION AND PERFORMANCE	17
FORM FIN – 3.2 AVERAGE ANNUAL TURNOVER (ANNUAL SALES VALUE)	18
CURRENT CONTRACT COMMITMENTS / CONTRACTS IN PROGRESS FORM CON-1	19
FORM- EXP-1	20
FORM- PER 1	21
SECTION V - ELIGIBLE COUNTRIES	22
ELIGIBILITY FOR THE PROVISION OF GOODS AND RELATED SERVICES	22
SECTION VI – SCOPE OF SUPPLY	23
SECTION VII – SCHEDULE OF REQUIREMENTS	26
APPENDIX TO SECTION A: FRAMEWORK AGREEMENT GENERAL PROVISIONS	28



SECTION I - INSTRUCTIONS TO APPLICANTS

A. GENERAL

1. SCOPE OF APPLICATION

- 1.1 In connection with the "Invitation for Prequalification", the Procuring Agency, as defined in Section II (Prequalification Data Sheet abbreviated as PDS), issues this set of Prequalification Documents (PD) to prospective applicants (also hereinafter referred as Applicants) interested in submitting applications (also hereinafter referred as Applications) to determine the capacity and capability of the Applicant(s) for supply of Goods and Related Services incidental thereto as specified in Section VII (Schedule of Requirements).

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 sub-contractor 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 V.

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 Criteria and Requirements
- Section IV - Application Forms
- Section V - Eligible Countries
- Section VI - Fraud and Corruption

PART 2 SUPPLY REQUIREMENTS

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

7. CLARIFICATION OF PREQUALIFICATION DOCUMENTS AND PRE-APPLICATION MEETING

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

8. AMENDMENT OF PREQUALIFICATION DOCUMENTS

- 8.1 At any time prior to the deadline for submission of Applications, the Procuring Agency may amend the Prequalification Documents by issuing an Addendum.
- 8.2 Any Addendum issued shall be part of the Prequalification Document and shall be communicated in writing to all



Applicants who have obtained the Prequalification Documents from the Procuring Agency. The Procuring Agency shall promptly publish the Addendum at the Procuring Agency's web page identified in the PDS:

Provided that an Applicant who had either already submitted their Applications or handed over the applications to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed Application and submits the revised Application prior to the original or extended Application submission deadline.

- 8.3 To give Applicants reasonable time to take an Addendum into account in preparing their Applications, the Procuring Agency may at its discretion, extend the deadline for the submission of Applications in accordance with ITA 17.2:

Provided that the Procuring Agency shall extend the deadline for submission of Applications, if such an addendum is issued within last three (03) days of the Application submission deadline.

C. PREPARATION OF APPLICATIONS

9. COST OF APPLICATIONS

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

10. LANGUAGE OF APPLICATION

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

11. DOCUMENTS COMPRISING THE APPLICATION

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

12. APPLICATION SUBMISSION LETTER

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

13. DOCUMENTS ESTABLISHING THE ELIGIBILITY OF THE APPLICANT

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

14. DOCUMENTS ESTABLISHING THE QUALIFICATIONS OF THE APPLICANT

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

15. SIGNING OF THE APPLICATION AND NUMBER OF COPIES

- 15.1 The Applicant shall prepare one set of the original documents comprising the Application as described in ITA 11 and clearly mark it "ORIGINAL". The original set of the Application shall be typed or written in indelible ink and shall be



signed by a person duly authorized to sign on behalf of the Applicant. In case the Applicant is a JV, the Application shall be signed by an authorized representative of the JV on behalf of the JV and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized signatories.

- 15.2 The Applicant shall submit copies of the signed original Application, in the number specified in the PDS, and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.
- 15.3 When the Applications are submitted electronically, if permitted pursuant to ITA 17.1, The Applicant shall submit ORIGINAL and COPIES in accordance with the procedures specified in the PDS.

D. SUBMISSION OF APPLICATIONS

16. SEALING AND IDENTIFICATION OF APPLICATIONS

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

17. DEADLINE FOR SUBMISSION OF APPLICATIONS

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

18. LATE APPLICATIONS

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

19. OPENING OF APPLICATIONS

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

E. PROCEDURES FOR EVALUATION OF APPLICATIONS

20. CONFIDENTIALITY

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

21. CLARIFICATION OF APPLICATIONS

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

22. RESPONSIVENESS OF APPLICATIONS

- 22.1 The Procuring Agency may reject any Application which is not responsive to the requirements of the Prequalification



Documents. In case the information furnished by the Applicant is incomplete or otherwise requires clarification as per ITA 21.1, and the Applicant fails to provide satisfactory clarification and/or missing information within prescribed time, it may result in disqualification of the Applicant.

23. MARGIN OF PREFERENCE

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

24. SUB-CONTRACTORS

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

F. EVALUATION OF APPLICATIONS AND PREQUALIFICATION OF APPLICANTS

25. EVALUATION OF APPLICATIONS

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

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

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

27. PREQUALIFICATION OF APPLICANTS

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

28. NOTIFICATION OF PREQUALIFICATION

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

29. REQUEST FOR BIDS

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

30. CHANGES IN QUALIFICATIONS OF APPLICANTS

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

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

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



31. CONSTITUTION OF GRIEVANCE REDRESSAL

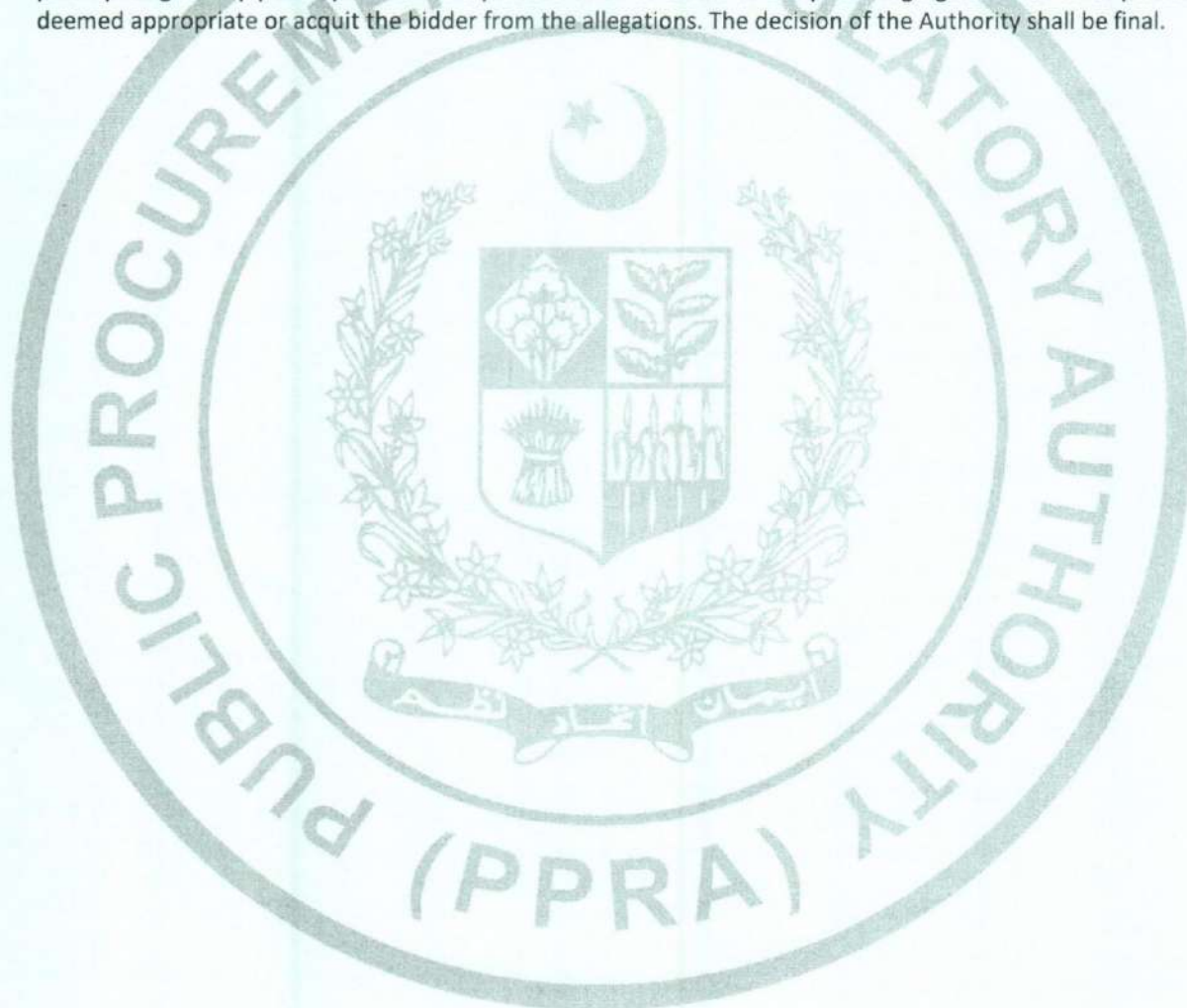
- 31.1 Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist 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:
- Involved in corrupt and fraudulent practices as defined under rule-2;
 - Fails to perform his contractual obligations; or
 - 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:
- Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules;
 - Fails to perform his contractual obligations; and
 - Fails to abide by the id securing declaration;
- 32.2 The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
- 32.3 The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice
- 32.4 In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
- 32.5 In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
- 32.6 The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
- 32.7 The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing..



- 32.8 The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
- 32.9 Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
- 32.10 The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition
- 32.11 The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
- 32.12 The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.



SECTION II - PREQUALIFICATION DATA SHEET (PDS)

A. GENERAL

ITA 1.1	The identification number of the Invitation for Prequalification is: <u>PRCD/SURVY/LQD-DRY/PNSC/003</u> The Procuring Agency is: <u>PAKISTAN NATIONAL SHIPPING CORPORATION (PNSC)</u> . The list of contracts is: <u>PRE-QUALIFICATION NOTICE FOR SURVEY OF LIQUID/DRY CARGO SERVICES ON PNSC'S MANAGED, CHARTERED AND AGENCY VESSELS AT KARACHI PORT AND PORT MUHAMMAD BIN QASIM FOR A PERIOD OF THREE YEARS</u>
ITA 2.1	The name of the Procuring Agency is: <u>PAKISTAN NATIONAL SHIPPING CORPORATION (PNSC)</u> The name of the Project or Procurement is: <u>PRE-QUALIFICATION NOTICE FOR SURVEY OF LIQUID/DRY CARGO SERVICES ON PNSC'S MANAGED, CHARTERED AND AGENCY VESSELS AT KARACHI PORT AND PORT MUHAMMAD BIN QASIM FOR A PERIOD OF THREE YEARS</u>
ITA 4.2	Maximum number of members in the JV shall be: <u>Allowed</u>
ITA 4.7	A list of debarred firms and individuals is available on the PPRA's website: <u>http://www.ppra.org.pk</u>

B. CONTENTS OF THE PREQUALIFICATION DOCUMENT

ITA 7.1	For Clarification Purposes, the Procuring Agency's address is: Attention: WASIF ABBAS, ACTG. MANAGER (PORT OPERATION) Address: Commercial Division, Fifteen Floor, PNSC Building, MT Khan Road Karachi, Sindh, Pakistan ZIP Code: 74000 , Country: Pakistan , Tel Dir: 99204007 (Ext: 4018) , Telephone: +92-21-99203980 to 99 , Cell No. 0334-3666510 , E mail address: <u>wasif.abbas@pnscl.com.pk</u>
ITA 7.1 & 8.2	Web page: <u>www.pnscl.com.pk</u> & <u>www.ppra.com.pk</u>
ITA 7.2	Pre-Application Meeting will be held: No

C. PREPARATION OF APPLICATIONS

ITA 10.1	This Prequalification document has been issued in the "English" language.
ITA 11.1 (d)	The Applicant shall submit with its Application, the following additional documents: N/A
ITA 14.2	The source for determining exchange rates is: N/A
ITA 15.2	In addition to the original, the number of copies to be submitted with the Application is: Through Protected Email Address Only <u>portops.tender@pnscl.com.pk</u>

D. SUBMISSION OF APPLICATIONS

ITA 17.1	The deadline for Application submission is: Date: October 2nd, 2026 , Time: 11:00 A.M For Application submission purposes only, the Procuring Agency's address is: Protected Email <u>portops.tender@pnscl.com.pk</u>
ITA 19.1	The opening of the Prequalification Applications shall be at: Date: October 2nd, 2026 , Time: 11:30 A.M Address: Sixteen Floor, Conference Room, Procurement Department, PNSC Building. <i>This Pre-Qualification process shall remain open (ongoing basis) for any applicants, who possess minimum qualification mentioned in prequalification document. Applicants may send their application on above protected Email Address only, which shall be evaluated every month and list of qualified applicants shall be updated accordingly.</i>
ITA 19.2	N/A

E. PROCEDURES FOR EVALUATION OF APPLICATIONS

ITA 23.1	A margin of domestic preference "shall not" apply
ITA 31.1	If an Applicant wishes to make a Prequalification related Complaint, the Applicant should submit its complaint, in writing (by the quickest means available, that is either by email or fax), to: For the attention: CHAIRMAN GRIEVANCE REDRESSAL COMMITTEE Title/position: Capt. Mustafa Kizilbash, Executive Director (Commercial) Procuring Agency: PAKISTAN NATIONAL SHIPPING CORPORATION(PNSC) Email address: <u>mustafa.kizilbash@pnscl.com.pk</u> In summary, at this stage, a Prequalification related Complaint may challenge any of the following: 1. the terms of the Prequalification Documents; and 2. the Procuring Agency's decision not to prequalify an Applicant.



SECTION III - QUALIFICATION CRITERIA AND REQUIREMENTS

SPECIFIC EXPERIENCE REQUIREMENTS

QUALIFICATION/ELIGIBILITY CRITERIA

1. The applicants must satisfy the following requirements to be eligible for pre-qualification:-
 - i) Firms having minimum of 5 Years experience of handling liquid / Dry cargo vessels survey work with skilled workers (copy must be provided).
 - ii) Valid Marine Insurance License (copy must be provided).
 - iii) Firm should be registered Sindh Revenue Board (SRB) (copy must be provided).
 - iv) NTN (copy must be provided).
 - v) Firm should be enrolled on active taxpayer list (ATL) of FBR. (Copy of list must be provided).
 - vi) Evaluation criteria provided at Annexure "A" in PNSC's pre-qualification documents duly filled duly signed & stamped be provide.
2. Survey companies for liquid / Dry Cargo would be qualified independently on merit.



PAKISTAN NATIONAL SHIPPING CORPORATION

TECHNICAL EVALUATION CRITERIA

Sr. No	REQUIREMENT	POINTS ASSIGNED	ATTACHMENT	EVIDENCE REQUIRED
1	MASTER MARINER (TANKER & TERMINAL OPS EXP.)	4 POINTS EACH	AUTHENTICATED LIST	
2	MASTER MARINER (WITHOUT OPERATION EXP.)	3 POINTS EACH	AUTHENTICATED LIST	
3	CERTIFIED SKILLED WORKER	2 POINTS EACH	AUTHENTICATED LIST	
4	EXPERIENCED WORKERS	1 POINT EACH	AUTHENTICATED LIST	

Parties will be technically selected in the order of highest points obtained.

*Please refer definitions mentioned below for these items.

DEFINITIONS:

Master Mariner: Must have Class-1 Certificate and sailed as Master (FG)

Certified Skilled Workers: Must be certified from insurance authorities.

Experience Workers: 5 Year's experience company certificate required.

COMPANY NAME: _____

DESIGNATION: _____

STAMP OF FIRM: _____



SECTION IV–APPLICATION SUBMISSION LETTER

Date: [_____ insert day, _____ month, and _____ year]
IFP-No. and title: [insert IFP number and title]

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, _____ year]

IFP No. and title: [insert IFP number and title]

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

Applicant's name along with nationality

[insert full name]

In case of Joint Venture (JV), name of each member along with nationality:

[insert full name of each member in JV]

Applicant's actual or intended country of registration:

[indicate country of Constitution]

Applicant's actual or intended year of incorporation:

[indicate year of Constitution]

Applicant's legal address [in country of registration]: _____

[insert street/ number/ town or city/ country] _____

Applicant's authorized representative information

Name: [insert full name] _____

Address: [insert street/ number/ town or city/ country] _____

Telephone/Fax numbers: [insert telephone/fax numbers, including country and city codes] _____

E-mail address: [indicate e-mail address] _____

1. Attached are copies of original documents of

- ☐ 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.
- ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITA 4.2.
- ☐ 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.



Form ELI -1.1 (continued)
Applicant Information Form

Date: [_____insert day, _____month, _____year]

IFP No. and title: [insert IFP number and title]

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			



Form FIN – 3.1
Financial Situation and Performance

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: _____ *[insert full name]*

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

Joint Venture Member Name: _____ *[insert full name]*

IFP No. and title: _____ *[insert IFP number and title]*

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

1. Financial data

Type of Financial information in (currency)	Historic information for previous <i>[insert number]</i> years, <i>[insert in words]</i> (amount in currency, currency, exchange rate*, PKR-equivalent)			
	Year 1	Year 2	Year 3	
Statement of Financial Position (Information from Balance Sheet)				
Total Assets (TA)				
Total Liabilities (TL)				
Total Equity/Net Worth (NW)				
Current Assets (CA)				
Current Liabilities (CL)				
Working Capital (WC)				
Information from Income Statement				
Total Revenue (TR)				
Profits Before Taxes (PBT)				
Cash Flow Information				
Cash Flow from Operating Activities				

* Refer ITA 14 for the exchange rate

3. Financial documents

The Applicant and in case of JV, members of JV shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements, Sub-factor 3.1. The financial statements shall:

- reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).
- be independently audited or certified in accordance with local legislation.
- be complete, including all notes to the financial statements.
- correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements¹ for the *[number]* years required above; and complying with the requirements.

If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.



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.)



Form- EXP-1

44. Contracts over [insert amount] during the last Five years:

Procuring Agency	Value	Year	Goods/Services Supplied	Country of Destination



Form- PER 1

Historical Contract Non-Performance, and Pending Litigation and Litigation History

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: _____ [insert full name]
 Date: _____ [insert day, month, year]
 Joint Venture Member Name: _____ [insert full name]
 IFP No. and title: _____ [insert IFP number and title]
 Page [insert page number] of [insert total number] pages

☐ Not debarred due to deviation from commitment of Bid Securing Declaration— ☐ Not debarred due to non-performance			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and PKR equivalent)
[insert year]	[insert amount and percentage]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Procuring Agency: [insert full name] Address of Procuring Agency: [insert street/city/country] Reason(s) for nonperformance: [indicate main reason(s)]	[insert amount]
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
☐ Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below.			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), US\$ PKR Equivalent (exchange rate)
[insert year]	[insert amount]	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: [insert full name] Address of Procuring Agency: [insert street/city/country] Matter in dispute: [indicate main issues in dispute] Party who initiated the dispute: [indicate "Procuring Agency" or "Supplier"] Status of dispute: [Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]	[insert amount]
☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4. ☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), PKR Equivalent (exchange rate)
[insert year]	[insert percentage]	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: [insert full name] Address of Procuring Agency: [insert street/city/country] Matter in dispute: [indicate main issues in dispute] Party who initiated the dispute: [indicate "Procuring Agency" or "Supplier"] Court/ arbitral award decision: [Indicate if the award decision was against the Applicant or any member of a joint venture.]y]	[insert amount]



SECTION V – ELIGIBLE COUNTRIES

ELIGIBILITY FOR THE PROVISION OF GOODS AND RELATED SERVICES

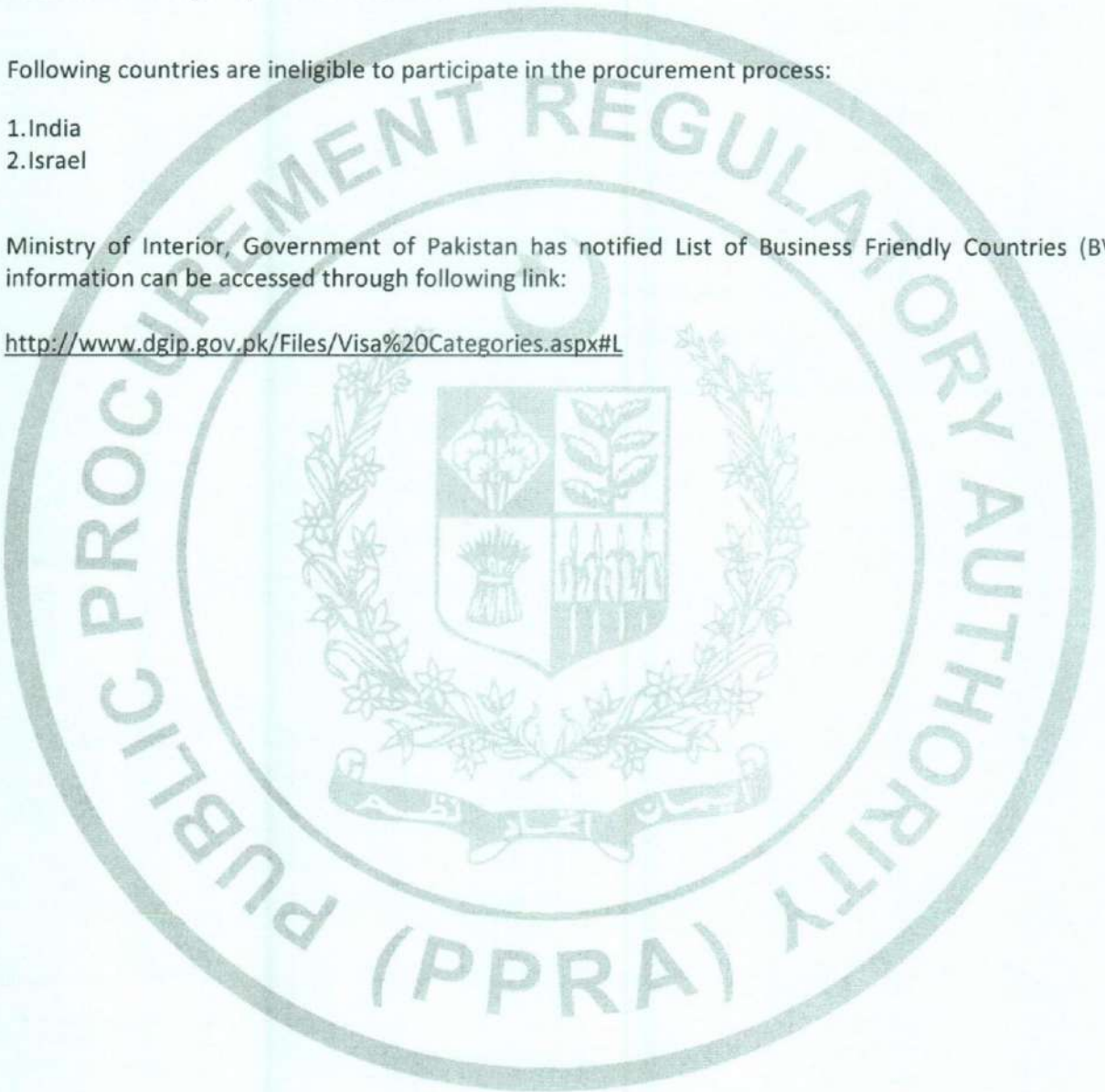
All the Firms for providing daily wages workers for stevedoring services are allowed to participate in the subject procurement without regard to nationality, except bidders of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

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>



SCOPE OF SURVEY WORK (LIQUID CARGO)

The scope of the Survey work shall, inter alia, include:

a). **OPERATIONS:**

The Contractor shall supply all survey staff and Supervisory Personnel as necessary and required by PNSC for the safe efficient and continued operation at any and all times including overtime period, night work on Sundays and other holidays as from time to time directed by the Corporation.

b). **LOCATIONS:**

The Contractor shall undertake survey of the Liquid cargo while the same is being loaded on ship from shore tanks or any other source and whilst being discharged from ship to shore reception facility.

c). **STAFF:**

The Contractor will ensure to provide sufficient number of suitable, qualified and experienced surveyors who should be designated at each designated place of work which shall require their continuous presence on board and at the terminal, including regular rounds to monitor the status of shore pipelines/valves through which cargo is being discharged and loaded. Such staff should have suitable means of communication and shall report and keep updated the Officer deputed by PNSC Tanker department to monitor the cargo operations.

d). **LOADING AND DISCHARGING:**

The Loading and discharging cargo operations should be continuously monitored and recorded which shall include but not limited to the following:

1. Cargo Tanks physical inspection prior loading and discharging (if required and permitted after gas freeing and issuance of tank entry certificate by competent authority/Master).
2. Cargo sample from ships tanks should be drawn and kept available for laboratory test & retention on board in case of any dispute. The samples should be drawn using closed sampler provided by the surveyors.
3. Ships ballast tanks are to be gauged and suitably recorded prior and completion of loading / discharging and sample taken and contents to be noted and recorded. Ships void spaces are also to be checked and recorded.
4. Ships bunker status is to be checked and verified upon berthing & before departure.
5. Gauging of Ship/Shore cargo tanks prior and after completion of loading and discharging i.e. water dips, temperatures and specific gravity etc to be recorded. Contractor must have suitable and certified equipment's available for recording temperature and specific gravity & sampling.
6. Contractor will take all necessary measures to prevent slippage or pilferage of cargo. All relevant valves on shore facilities apart from receiving shore valves are to be properly closed and sealed and so held till final gauging. Seals to be regularly monitored for their effectiveness and same recorded in the report.
7. Line status in consultation with the terminal and ship staff is to be determined and suitably recorded prior loading/discharging and if required when switching to another facility/refinery. The pipeline using the tanker should be provided in the report as a line diagram for referencing.
8. In case Ship is required to carry out flushing of shorelines with seawater it is to be monitored and suitably recorded, the quantity of water to be flushed should be verified by the contractor.
9. Contractor will endeavor and take all necessary measures to ensure that final joint shore quantities are in line with the B/L quantities. In case the quantity is in dispute it has to be contested and resolved in the benefit and interest of the Corporation. Any variation in the quantity should be investigated and resolved.
10. Spillage/leakages of cargo if any ashore or on ship is to be immediately brought to the notice of relevant Ship/Terminal Staff and reported to Tanker department.
11. Necessary protests as and when required are to be lodged to concern to protect the Corporation interests in relation to cargo/operational claims.



SCOPE OF SURVEY WORK (DRY CARGO)

The scope of the Survey work shall, inter alia, include:

a). OPERATIONS:

The Contractor shall supply all survey staff and Supervisory Personnel as necessary and required by PNSC for the safe efficient and continued operation at any and all times including overtime period, night work on Sundays and other holidays as from time to time directed by the Corporation.

b). LOCATIONS:

The Contractor shall undertake survey of the Dry Cargo while the same is being discharged from or loaded into vessel's holds, tween decks, reefer spaces, on-deck, shelter deck spaces, cargo lockers, cargo tanks and / or any other place designated by the Corporation or the Master or the Officer of the ship supervising cargo operation for the time being.

c). STAFF:

The Contractor will ensure to provide sufficient number of suitable, qualified and experienced surveyors who should be designated at each designated place of work which shall require their continuous presence on board and at the terminal, including regular rounds to monitor the status of shore pipelines/valves through which cargo is being discharged and loaded. Such staff should have suitable means of communication and shall report and keep updated the Officer deputed by PNSC Tanker department to monitor the cargo operations.

d). LOADING:

At the time of loading, the Contractor will provide sufficient surveyors at each hatch, Cargo must not be allowed to be dumped in mixed/damaged condition and/or with obliterated marks. If plinth is dirty the cargo should not be allowed to be landed unless tarpaulins/pallets have been arranged for stacking. If cargo is damaged due to rain it must be surveyed and then replaced by the Shippers, if necessary, before loading. It is the duty of the Contractor to ensure that cargo is not loaded onboard in damaged/dirty/wet stained condition. All such conditions must be reported to the Ships command immediately for replacement of such goods, failing which the Ship's Officers and / or the Operation Department must be advised, whose instructions shall be final. Upon receiving instruction from PNSC Operation Department, contractor will depute surveyors to inspect the allocated spaces of vessel and provide guideline from preparing these spaces to receive cargo. After satisfactory inspection surveyor will jointly in respect with the shippers, buyer's surveyor and signed fitness certificate on behalf of shipper / Corporation.

Running survey report for the previous day's loading/stuffing must reach the Operation Department not later than 1100 hours, the following morning indicating the condition of cargo at time of loading/stuffing in containers. Such report is to be countersigned by the ship's Chief Officer. Upon completion of loading, a final report to be submitted to Operation Department within 72 hours of completion of loading/stiffing.

e). DAMAGED CARGO:

Damaged cargo is not to be loaded and in case the Contractor finds the cargo brought forward by Shipper is not fit for loading, he shall endeavor to restrain the Shipper/forwarder from unloading such cargo from trucks, barges or wagons and must extend fullest cooperation to the Shipper for necessary replacement. Should the Shipper insist that such cargo must be loaded, then the Contractor must inform the Ship's staff and Operation Department about the un-acceptable condition of the cargo (and about the Shipper's refusal to replace it with sound cargo) whose instructions should then be followed explicitly.

f). DISCHARGING:

The Contractor will provide sufficient Surveyors at each point/hatch during discharging. Suitable staff is to be provided on-board as well as the point where direct delivery is being given to the consignees. The Contractor shall prepare a "Loading / Discharging Completing Report" and submit it to the Ship and Operation Department clearly indicating if any, duly signed by the Chief Officer, within 24 hours of completion of discharge or the sailing of the vessel whichever is earlier. Surveyors have to send written 12 hours survey report, and have to report immediately of any damage observed during discharging of cargo, shifting of the cargo and delivery of cargo. Surveyor is to serve notice of protest to concern party, keeping PNSC in coordination.

g). SURVEY/ADJUSTMENTS:

The Contractor in consultation with tally supervisor of vessel must endeavor to ensure the presence of his own staff when the cargo is being removed or shifted from one area to another by the KPT, in order to keep track of the location of cargo and ensure its safety as far as possible any damage occurred during shifting must be notified to Operation Department promptly upon receiving instruction, the contractor will get the contents of excess



landed cargoes surveyed on behalf of the Corporation by the Corporation's surveyors for the afore-mentioned adjustments and to submit the report to the Corporation.

h). **DEFECTIVE CARGO:**

The Contractor in coordination with Stevedores and tally supervisor shall have such packages surveyed and get repaired on board before discharge and every endeavor must be made to prevent their entry in the defective cargo list. Where cartons are used, similar marks are to be stamped according to the manifest. This is also applicable to bagged cargo/old clothing. The Contractor shall prepare and submit the defective packages list as early as possible to the Operation Department, so that survey of shipments not appearing in the list may not be allowed.

i). **DANGEROUS CARGO:**

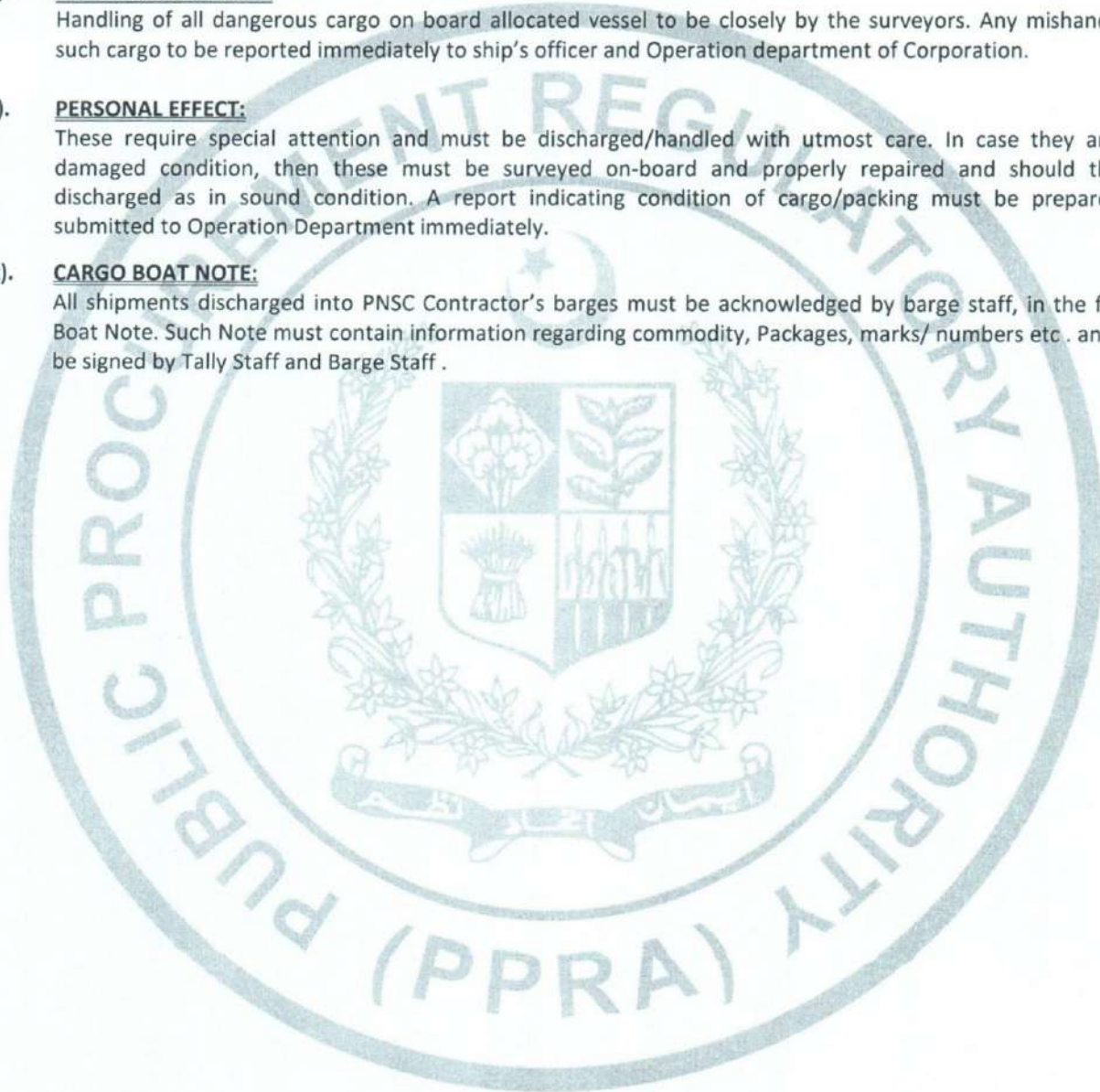
Handling of all dangerous cargo on board allocated vessel to be closely by the surveyors. Any mishandling of such cargo to be reported immediately to ship's officer and Operation department of Corporation.

j). **PERSONAL EFFECT:**

These require special attention and must be discharged/handled with utmost care. In case they arrive in damaged condition, then these must be surveyed on-board and properly repaired and should then be discharged as in sound condition. A report indicating condition of cargo/packing must be prepared and submitted to Operation Department immediately.

k). **CARGO BOAT NOTE:**

All shipments discharged into PNSC Contractor's barges must be acknowledged by barge staff, in the form of Boat Note. Such Note must contain information regarding commodity, Packages, marks/ numbers etc. and must be signed by Tally Staff and Barge Staff.



SECTION VII – SCHEDULE OF REQUIREMENTS (DELIVERY SCHEDULE)

PRE-QUALIFICATION NOTICE FOR SURVEY OF LIQUID/DRY CARGO SERVICES ON PNSC'S MANAGED, CHARTERED AND AGENCY VESSELS AT KARACHI PORT AND PORT MUHAMMAD BIN QASIM FOR A PERIOD OF THREE YEARS

This price schedule form will be send only to prequalified firms only.

SR. No.	Description	Charges (including 15% Rated Sales Tax)

Name of Firm: _____

Authorized Signature with Seal: _____

Dated: _____



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. PRCD/SURVY/LQD-DRY/PNSC/003

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 Survey of Liquid / Dry Cargo Services] 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



APPENDIX TO SECTION A: FRAMEWORK AGREEMENT GENERAL PROVISIONS

INTEGRITY PACT

(Text in this Appendix shall not be modified)

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

CONTRACT NUMBER: TENDER NO. _____

DATED: _____

CONTRACT VALUE: PKR: _____

CONTRACT TITLE: _____

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

M/s. _____ as the Contractor / Surveyor 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 Contractor / Surveyor 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 Contractor / Surveyor 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 Contractor / Surveyor 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 Contractor / Surveyor agrees to indemnify GOP for any loss or damage incurred by it by it on account of its corrupt business practice and further pay compensation to GOP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given the Security Agencies / contractor as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right interest, privilege other obligation or benefit in whatsoever from GOP.

EMPLOYER:
PAKISTAN NATIONAL SHIPPING CORPORATION

NAME OF FIRM: _____

NAME OF CLIENT: _____

NAME OF CONTRACTOR: _____

SIGNATURE: _____
[SEAL]

SIGNATURE: _____
[SEAL]



PART 3 – FRAMEWORK AGREEMENT FRAMEWORK AGREEMENT

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

– BY & BETWEEN –

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

– AND –

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

This 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 Islamic republic of Pakistan on the day, month and year indicated above.

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

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

2. FRAMEWORK AGREEMENT DOCUMENTS

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

3. SUPPLIER'S OBLIGATIONS

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



3.5 The Supplier agrees that the Call-off Contract General Conditions of Contract set out in the Framework Agreement, Schedule 4, and Call-off Contract Special Conditions of Contract set out in a Call-off Contract, shall apply to the supply of Goods.

4. CONTINUED QUALIFICATION AND ELIGIBILITY

4.1 The Supplier, shall continue to have the nationality of an eligible country as specified in the **FA Specific Provisions**. A Supplier or subcontractor, shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in, and operates in conformity with, the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be.

4.2 All Goods and Related Services to be supplied under a Call-off Contract shall continue to have their origin in eligible Countries as specified in the **FA Specific Provisions**. For the purpose of this provision, origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. Ineligible Countries, if any, are listed in the **FA Specific Provisions**.

4.3 To continue to be eligible the Supplier shall not have been sanctioned by pursuant to the Anti-Corruption Law, and in accordance with its prevailing sanctions policies and procedures as set forth by the Public Procurement Regulatory Framework as described in Section B, Framework Agreement General Provisions. Where the Supplier has been so sanctioned it will be ineligible for the duration of the period of time as determined by the Procuring Agency or Public Procurement Regulatory Authority.

4.4 The Procuring Agency may require, during the Term of the Framework Agreement, evidence of the Supplier's continued qualification and eligibility, and the Goods continued eligibility. Failure to provide such evidence, as requested, may result in the Supplier being disqualified from participating in a Secondary Procurement process, and/or being awarded a Call-off Contract, and/or the termination of the Framework Agreement.

5. TERM

5.1 This Framework Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with the provisions of this Framework Agreement, or the general law, shall continue until the end of the Term specified in the **FA Specific Provisions**.

5.2 Where permitted in the **FA Specific Provisions**, the Term may be extended (subject to the condition that the total duration of the framework agreement shall not exceed three year), at the Procuring Agency's sole discretion, and where there has been satisfactory performance by the Supplier. To extend the Term, the Procuring Agency shall give the Supplier no less than three (3) months' notice, In Writing, prior to the date on which the Framework Agreement would otherwise have expired.

6. REPRESENTATIVE

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

7. ROLE OF PROCURING AGENCY

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

8. CONTRACT PRICE

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

9. PERFORMANCE SECURITY (OR GUARANTEE)

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

10. LANGUAGE

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

10.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

11. NOTICES

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



12. FRAUD AND CORRUPTION

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

13. RECORDS, INSPECTIONS AND AUDIT

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

14. CONFIDENTIAL INFORMATION

- 14.1 The Procuring Agency and the Supplier shall keep confidential and shall not, without the consent In Writing from the other, divulge to any third party any documents, data, or other information furnished directly or indirectly by either party in connection with the Framework Agreement.
- 14.2 The obligation of a party under **FAGP 14. 1.** above, shall not apply to information that:
- a) now, or in future, enters the public domain through no fault of that party
 - b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party
 - c) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

15. GOVERNING LAW

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

16. CHANGE TO THE FRAMEWORK AGREEMENT

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

17. TERMINATION OF THE FRAMEWORK AGREEMENT

- 17.1 The Procuring Agency, without prejudice to any other remedy for breach of the Framework Agreement, may terminate this Framework Agreement immediately, by notice in writing to the Supplier, if:
- a) in the judgment of the Procuring Agency, the Supplier has engaged in Fraud and Corruption, or
 - b) during the Term of the Framework Agreement, the Supplier ceases to be qualified or eligible as per FAGP 4. or
 - c) the Supplier purports to assign, or otherwise transfer or dispose of this Framework Agreement, in whole, or in part, without the prior written consent of the Procuring Agency, or
 - d) the Supplier becomes bankrupt or otherwise insolvent.
- 17.2 The Procuring Agency may terminate this Framework Agreement, in whole or in part, by notice In Writing sent to the Supplier, at any time, for its convenience. The notice of termination shall specify that the termination is for the Procuring Agency's convenience, the extent to which the performance of the supplier under the Framework Agreement is terminated, and the date upon which such termination becomes effective.

18. CONSEQUENCE OF EXPIRY OR TERMINATION

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

19. DISPUTE RESOLUTION IN RELATION TO THIS FRAMEWORK AGREEMENT

- 19.1 In the case of a dispute arising out of, or in connection with this Framework Agreement, the Parties shall, in good faith, make every reasonable effort to communicate and cooperate with each other with a view to amicably resolving the dispute.
- 19.2 Where parties have exhausted the process described in **FAGP 19.1**, the parties may, by mutual agreement, nominate and refer the dispute to an adjudicator/mediator to assist in the resolution of the dispute. Parties will meet their own costs associated with such a referral, and split the costs of the adjudicator/mediator. In appointing the adjudicator/mediator parties should agree whether or not the adjudicator's/mediator's decision is to be final and binding.

20. DISPUTE RESOLUTION IN RELATION TO CALL-OFF CONTRACTS

- 20.1 The Procuring Agency and the Supplier for a Call-off Contract shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 20.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Agency or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence



arbitration has been given in accordance with this provision shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **FA Specific Provisions**.

20.3 Notwithstanding any reference to arbitration herein,

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



SECTION B: FRAMEWORK AGREEMENT SPECIFIC PROVISIONS

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

Framework Agreement General Provision	DESCRIPTION
FAGP 1.1 (g) Goods	This Framework Agreement relates to the purchase and supply, under a separate Call-off Contract, of <u>Pre-Qualification Notice for Survey Of Liquid/Dry Cargo Services On PNSC's Managed, Chartered and Agency Vessels at Karachi Port and Port Muhammad Bin Qasim for a Period of Three Years</u> . The Related Services are more fully described in Schedule 1: Schedule of Requirements including, where applicable: list of Liquid & Dry Cargo services, list of Related Services, Technical Specifications, Inspections and Tests.
FAGP 1.1, (m)&(s) Single /Multi-User Insert Multi user definition in FAGP	"This is a Single-User Framework Agreement."
FAGP 1.1 (J) Procuring Agency' Country	The Procuring Agency's Country is: Pakistan
FAGP 2.2 Framework Agreement Documents	This Framework Agreement comprises the following documents: a) Framework Agreement, including all Sections and Schedules, b) Notice of Conclusion of a Framework Agreement.
FAGP 3.4 Supplier's Obligations	As specified in scope and Contract
FAGP 4. Eligibility	At the present time, firms services from the following countries are excluded from this Framework Agreement as being ineligible. <u>Israel and India</u> http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L
FAGP 5.1 Term	The Term of this Framework Agreement is: 03 Years.
FAGP 5.2 Term extension(s)	The total duration of the framework agreement shall not exceed three (03) years.
FAGP 6.1 Representatives	Procuring Agency's Representatives. OPTION 1: for a Single-User Framework Agreement The name and contact details of the Procuring Agency's Representative under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are: Name: Wasif Abbas, Title/position: Actg. Manager (Port Operation), Address: Commercial Department, Fifteen Floor, PNSC Building, MT Khan Road Karachi, ZIP Code: 74000, Country: Pakistan, Telephone: +92-21-99203980 to 99, Ext: 4018 Tel Dirt: 0334-3666510 E mail address: wasif.abbas@pns.com.pk
FAGP 6.1 Representatives	Supplier's Representatives: 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: Name: _____ Title/position: _____ Address: _____ Phone: _____ Mobile: _____ E-mail: _____
FAGP 8.1 Contract Price	The Contract Price that will apply to the purchase of medicines under a Call-off Contract shall be: For 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 Base Price required in the Procuring Agency's Country to convey the medicines to their final destination specified in documents.
FAGP 8.1 Contract Price	Adjustments to the Base Price: Price shall not be subject to any price adjustment during a Secondary Procurement, and/or an award of a Call-off Contract.
FAGP 3.1 & 8.1 Contract Price	if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Pakistan (or the Procuring Agency's Country where the Project Site is located) (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Period and/or the Base Price, then such Delivery Period and/or Base Price shall be correspondingly increased or decreased, to the extent that the Supplier has



	thereby been affected in the performance of any of its obligations under the Framework Agreement. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with FAGP 8.1 .
FAGP 10.1 Language	The language of this Framework Agreement, and any Call-off Contract is: [English] .
FAGP 20.2 Dispute Resolution in relation to Call-off Contract.	(E procurement contract clause should be included) The rules of procedure for arbitration proceedings shall be as follows: "All disputes arising in connection with this Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules." If the Procuring Agency chooses the Rules of the London Court of International Arbitration, the following clause should be inserted: "Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause." For Contracts with a national Supplier of the Procuring Agency's Country: "In the case of a dispute between the Procuring Agency and a Supplier who is a national of the Procuring Agency's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan." The place of arbitration will be Karachi, Pakistan

For:
PAKISTAN NATIONAL SHIPPING CORPORATION

NAME: _____
Insert complete name(s) of authorized representative(s)

SIGNATURE: _____
Insert complete name(s) of authorized representative(s)
[SEAL]

FOR
SURVEYORS / CONTRACTORS:

NAME: _____
Insert complete name(s) of authorized representative(s)

SIGNATURE: _____
Insert complete name(s) of authorized representative(s)
[SEAL]

