

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA – I **(As per Rule 47 of PP Rules, 2004)**

To Be Filled And Uploaded on PPRA Website In Respect of All Public Contracts of Works, Services and Goods

- NAME OF THE ORGANIZATION/DEPTT. **PAKISTAN NATIONAL SHIPPING CORPORATION (PNSC)**
- FEDERAL / PROVINCIAL GOVT: **FEDERAL GOVERNEMENT**
- TITLE OF CONTRACT: **REQUEST FOR PROPOSAL (RFP) EEXI IMPLEMENTATION ON PNSC MANAGED VESSELS FOR COMPLIANCE OF IMO REGULATIONS TOWARDS THE GOAL OF GREENHOUSE GAS REDUCTION STRATEGY (PHASE 1)**
- TENDER NUMBER: **MRD/EEXI/2022/18830**
- BRIEF DESCRIPTION OF CONTRACT: **REQUEST FOR PROPOSAL (RFP) EEXI IMPLEMENTATION ON PNSC MANAGED VESSELS FOR COMPLIANCE OF IMO REGULATIONS TOWARDS THE GOAL OF GREENHOUSE GAS REDUCTION STRATEGY (PHASE 1)**
- TENDER VALUE: **USD\$: 61,880/-**
- ENGINEER'S ESTIMATE: **N/A**
(for civil Works only)
- ESTIMATED COMPLETION PERIOD: **ONE YEAR**
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? **YES**
- ADVERTISEMENT :
 - (i) PPRA Website: **YES – 10/06/2022 – (TS483399E)**
(Federal Agencies) (If yes give date and PPRA's tender number)
 - (ii) NEWS PAPERS: **YES – THE NEWS INTERNATIONAL, ROZNAMA NAI BAAT (DATED: 10-06-2022) AND LLOYD'S LIST (DATED: 10-06-2022)**
(If yes give names of newspapers and dates)
- TENDER OPENED ON (DATE & TIME): **19/07/2022 – (03:30 P.M)**
- NATURE OF PURCHASE: **INTERNATIONAL**
- EXTENSION IN DUE DATE (If any): **N/A**
- NUMBER OF TENDER DOCUMENTS SOLD: **FREE OF COST–AVAILABLE AT www.pnsc.com.pk**
(Attach list of Buyers)
- WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS: **YES.**



➤ WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS: YES.

➤ WHICH METHOD OF PROCUREMENT WAS USED: - (Tick one)

- a) **SINGLE STAGE – ONE ENVELOPE PROCEDURE** _____
- b) SINGLE STAGE - TWO ENVELOPE PROCEDURE. _____
- c) TWO STAGE BIDDING PROCEDURE. _____
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE. ____

- PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED WITH BRIEF REASONS (i.e EMERGENCY, DIRECT CONTRACTING, NEGOTIATED TENDERING ETC.).

- WHO IS THE APPROVING AUTHORITY: CHAIRMAN (PNSC)

➤ WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING: N/A

➤ NUMBER OF BIDS RECEIVED: TWO (02)

➤ WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER: YES

➤ WHETHER INTEGRITY PACT WAS SIGNED: N/A



PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

(As per Rule 47 of PP Rules, 2004)

CONTRACT AWARD PROFORMA – II

To Be Filled And Uploaded on PPRA Website In Respect of All Public Contracts of Works, Services & Goods

- NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS: **INTERNATIONAL TENDER**,
- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER: **M/S LLOYD'S REGISTER EMEA LR - ADDRESS: SUITE 2001, FESTIVAL OFFICE TOWER, AL REBAT STREET, RAS AL KHOR, DUBAI, U.A.E**
- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, LOWEST BIDDER): **FIRST LOWEST & MOST ADVANTAGEOUS BIDDER**
- NEED ANALYSIS (Why the procurement was necessary?) **THE AMENDMENTS TO MARPOL ANNEX VI (ADOPTED IN A CONSOLIDATED REVISED ANNEX VI) ARE EXPECTED TO ENTER INTO FORCE ON 1 NOVEMBER 2022, WITH THE REQUIREMENT FOR EXXI AND CII CERTIFICATION COMING INTO EFFECT FROM 1 JANUARY 2023. (IMO REGULATORY REQUIREMENT)**
- IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS: **N/A**
- WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS: **YES – INTERNATIONAL TENDER**
- DATE OF CONTRACT SIGNING: **04-OCTOBER-2022**
- CONTRACT AWARD PRICE: **USD\$: 61,880/-**
- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS: **YES**
(Final Bid Evaluation Report is attached)
- ANY COMPLAINTS RECEIVED: **NO**
- ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS: **NO**
- DEVIATION FROM QUALIFICATION CRITERIA: **NO**
- SPECIAL CONDITIONS, IF Any: **NO**

[F.No.2/1/2008PPRA-RA.III]





REQUEST FOR ADVISORY SERVICES

ByD Quote Reference No.		Issue Date	08/09/2022
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Client details

LR Account Number	104008	Telephone No.	021-99203980-95
Client Company Name	Pakistan National Shipping Corporation	Client VAT / Tax number	-
Client Registered Address	Pakistan National Shipping Corporation, PNSC Building, 1st Floor, MT Khan Road, Karachi, Pakistan.		
If required, provide invoicing address	shipmanuals@pns.com.pk		

Purchase Order (PO) Number	-	Other reference number or invoice instructions	
Email for invoice dispatch	remittance@pns.com.pk		

Request

LR is requested by the Pakistan National Shipping Company to carry out the following work ("Services") for the vessel(s) listed below:

Service A:

- 1-EEXI calculation.
- 2-EEXI Re Calculation.
- 3-EEXI Technical File Preparation.
- 4-Shaft Power/Engine Power Limitation/ Overridable Power Limitation Management Plan.

No.	IMO No.	Ship Name	Ship Type
1	9594884	BOLAN	Products Tanker
2	9272876	CHITRAL	Bulk Carrier
3	9278789	HYDERABAD	Bulk Carrier
4	9257814	KARACHI	Crude Oil Tanker
5	9594872	KHAIRPUR	Products Tanker
6	9277541	LAHORE	Crude Oil Tanker
7	9304198	MALAKAND	Bulk Carrier
8	9241671	MULTAN	Bulk Carrier
9	9270555	QUETTA	Crude Oil Tanker

10	9336842	SHALAMAR	Crude Oil Tanker
11	9519224	SIBI	Bulk Carrier
12	9360453	MARDAN	Tanker
13	9360465	SARGODHA	Tanker



REQUEST FOR ADVISORY SERVICES

Required Documents:

For LR's performance of the Services, Client shall provide following documents of the Vessel(s) to LR:

- Stamped general Arrangement (GA) drawing
- Stamped Trim & Stability booklet
- Ship specific signed sea trials report (containing scantling and ballast draught power curves)
- Ship specific signed towing tank report (containing scantling and ballast draught power curves)
- Ship specific shop test reports for main engine and auxiliary engines containing ISO-SFC values included in NOX Technical File.
- Information on shaft power take-off (PTO) or -in (PTI) units if installed.
- Information on power reduction or usage of any energy saving devices (ESD's) installed.

In addition to the aforesaid listed documents, during the term of this Contract, LR reserves the right to ask Client to submit additional design information, calculations & plans and documents which are reasonably necessary for LR's performance of the Services.

Fees

Service A: Per Ship is USD 3,210 (Three Thousand Two Hundred Ten US Dollars).

Total Fees for 13 Ships: USD 41,730 (Forty-One Thousand Seven Hundred Thirty US Dollars).

A. Service Charges		
1	a) EEXI Calculation	400
	b) EEXI Re-calculation	400
2	EEXI Technical File Preparation	940
3	Shaft Power/Engine Power Limitation/Overridable Power Limitation Management Plan	1470
4	Total Cost per vessel (A) (USD)	3210

Lloyd's Register Pte Ltd. ("LR") Reference

This Contract is made between the Client and LR for advisory services and the Client has agreed to accept the following terms:

1. Definitions

LR Group means LR, its affiliates and subsidiaries and the officers, directors, employees, representatives and agents of any of them individually or collectively.

The Client means the legal entity for whom the person accepting these contract terms is acting, its affiliates and subsidiaries and the officers, directors, employees, representatives and agents of any of them, individually or collectively.

2. The Services

The LR Group shall provide to the Client the Services referred to above and/or in attachments to this Contract or other related correspondence.

3. Fees

The Client shall pay the fees for the Services as set out above or in attachments to this Contract.

The Client agrees to pay all Fees for the Services within 30 days of the invoice date (the due date). If the Client disputes an invoice, or part of an invoice, the Client must immediately notify LR in writing. If no notification is received by the due date, the Client will be deemed to have accepted the invoice in full. Where only part of an invoice is disputed, the undisputed amount must be paid by the due date. LR reserves the right to raise interim invoices for Services provided, calculated on a pro rata basis. Fees do not include any tax, including but not limited to Value Added Tax, Goods and Services Tax, withholding taxes, turnover taxes, surcharges or duties as required by law, and if required, any such tax or duty is chargeable to the Client and payable by the Client in addition to the above referenced fees. The Client shall pay the full Fees as invoiced irrespective of whether the Client is required by law to withhold any taxes or duties from the invoiced amount.

LR reserves the right to charge interest accruing on a daily basis at an annual rate of 2% above the greater of the London Interbank Offered Base Rate (LIBOR) (or the equivalent in the country where the Client maintains its principal office) on any amount remaining



REQUEST FOR ADVISORY SERVICES

unpaid beyond the due date, and may withhold any or all Services until the arrears, including interest, are paid in full. LR may at its sole discretion at any time allocate payment received from the Client to satisfy other earlier invoices that remain unpaid by the Client.

4. Intellectual Property and Ownership

All patents, copyright and other intellectual property rights originating or deriving from the Services shall be deemed to be the undisputed property of LR. All working papers, software and other documentation or material of whatsoever nature developed, made or acquired by LR in the course of this Contract shall be the property of LR and shall be delivered to LR on demand or in the event of termination of this Contract.

5. Confidential Information

LR will keep confidential and not use or disclose to any third party outside the LR Group any data, plan or other written technical information (the Information) received from the Client except as may be required by law or as may be authorised by the Client, or as referenced below. This obligation will not apply to any Information that: (i) was in the LR Group's possession before its disclosure by or on behalf of the Client to the LR Group; or, (ii) is disclosed to a third party through no fault of the LR Group; or, (iii) otherwise becomes available to the LR Group from an independent source not under a confidentiality obligation to the Client; or, (iv) is posted on the LR Group 'Class Direct' website or App; or, (v) is provided to an LR contractor or supplier under confidentiality terms and controls; or, (vi) LR is requested to provide the Information to: (a) a Flag State authority (including the EU Commission representatives); or, (b) another IACS member (pursuant to the IACS early warning rules); or, (c) a subsequent owner of the vessel to help explain any LR Group safety recommendation to that subsequent owner. This obligation will survive termination of the Contract.

Notwithstanding the general duty of confidentiality owed by LR, LR will participate in the IACS Early Warning System which requires LR to provide its fellow IACS members with relevant technical information on serious hull structural and engineering system failures, as defined in the IACS Early Warning System (but not including any drawings relating to the ship which may be the specific property of another party), to enable such useful information to be shared and utilised to facilitate the proper working of the IACS Early Warning System. LR will provide the Client with written details of such information upon sending the same to IACS Members.

The Client shall indemnify and hold all members of the LR Group harmless from all claims, costs, proceedings, damages and expenses, (including legal and other professional fees and expenses), made against, incurred or paid by any member of the LR Group as a result of any alleged or actual infringement, whether or not under English law, of any third party's intellectual property rights (including copyright) or other rights arising out of the use or supply of the information by or on behalf of the Client to any member of the LR Group.

6. Liability

In providing the Services, information or advice, the LR Group does not warrant the accuracy of any information or advice supplied. Except as set out hereunder, the LR Group will not be liable for any loss, damage or expense sustained by any person and caused by any act, omission, error, negligence or strict liability of the LR Group or caused by any inaccuracy in any information or advice given in any way by or on behalf of the LR Group even if held to amount to a breach of warranty. Nevertheless, if LR breaches this Contract or

the Client relies on any information or advice given by or on behalf of LR and as a result suffers loss, damage or expense that is proved to have been caused by any negligent act, omission or error of LR then LR will pay compensation to the Client for its proved loss up to but not exceeding the amount of the fees (if any) charged by LR for that particular service, information or advice. Notwithstanding the previous provisions, the LR Group will not be liable for any loss of profit, loss of Contract, loss of use or any indirect or consequential loss, damage or expense sustained by any person caused by any act, omission or error or caused by any inaccuracy in any information or advice given in any way by or on behalf of LR even if held to amount to a breach of warranty.

The Client shall indemnify and hold all members of the LR Group harmless from all claims, costs, proceedings, damages and expenses, (including legal and other professional fees and expenses), made against, incurred or paid by any member of the LR Group as a result of or in connection with any breach by the Client of this contract.

7. Where LR makes a finding or recommendation, from which it is, or may be concluded, that a ship or asset does not comply with LR classification, verification or certification requirements to which the vessel or asset has been certified by a company or body in the LR group, these findings are to be notified to the relevant LR group client at the earliest opportunity, included in the advisory report and communicated, as necessary, to the LR group Classification Group.

8. Termination

If the Client shall fail to make any payment or fail to carry out its responsibilities as defined hereunder, then LR may, without prejudice to its other rights and remedies, terminate the whole or any part of this Contract forthwith. If LR shall fail to provide its Services as defined herein, (but excluding force majeure) then the Client shall have the right to terminate this Contract forthwith.

Either party shall be entitled to terminate this Contract by giving the other party thirty (30) days prior written notice.

9. Governing Law and Jurisdiction

This Contract and any dispute or claim between any member of the LR Group and the Client arising from or in connection with it, or the Services provided hereunder, will be governed by English law. Except as provided below, LR and the Client irrevocably agree that the English courts will have exclusive jurisdiction over any dispute or claim arising from or in connection with this Contract or the Services provided hereunder. Nothing in this clause limits the right of LR to take debt collection proceedings against the Client in any other court of competent jurisdiction.

10. Force Majeure

No failure or omission by LR to carry out or observe any of the stipulations, conditions or warranties to be performed as set out herein shall give rise to any claim against LR or be deemed to be a breach of this agreement to the extent that such failure or omission arises from causes reasonably beyond the control of LR.

11. Client's Facilities

The Client shall make available to LR all office space and other Client's facilities reasonably required and all records, documents and other data of the Client reasonably requested by LR during the period of this Contract.

12. Place of Work

The Client has a duty to provide a safe place of work for LR representatives in the Client's property which can include ships, shipyards, offshore platforms, factories, foundries, refineries and offices.



REQUEST FOR ADVISORY SERVICES

13. Health & Safety

To reduce the risk of a fatigue related accident, employees of LR are required to abide by LR's working time policy. "Working time" is defined as any period during which an employee is working, carrying out his duties, at the employer's disposal. Group policy requires a 48 hours maximum average working time per week over a 17 week period, a 20 minutes minimum rest break after six hours working time, an 11 hours minimum rest break in every 24 hour period, and a 78 hours maximum working time per week.

The Client will co-operate with LR to help schedule the works programme accordingly. LR reserves the right, with due notice to and agreement with the Client, to supply sufficient extra manpower to meet those requirements.

14. Supersession of Contract

This Contract constitutes the entire agreement between the parties. Variations to this Contract may be made only when presented in

writing and will only be considered valid when signed by both parties, subsequent to the date of signature of this Contract.

15. Entire Contract

The parties agree that this Contract constitutes the entire agreement between them and supersedes all previous drafts, agreements, arrangements and understandings between them, whether oral or written.

16. The parties shall comply with all applicable laws, statutes and regulations relating to anti-bribery, anti-corruption and personal data protection.

 Irfan Mahmood Shaikh General Manager (SM) Ship Management Division Pakistan National Shipping Corporation	 DOHA Office E-Stamps Version 1.4.4 Lloyd's Register
Signed and/or stamped on behalf of the Client: Name in capitals: IRFAN MAHMOOD SHAIKH	Signed on behalf of LR Name in capitals: KAMAL EL FASSI
Date: 04-10-2022.	Date: 08 September 2022



REQUEST FOR MARINE SERVICES

ByD Quote Reference No.		Issue Date	08/09/2022
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Client details

LR Account Number	104008	Telephone No.	021-99203980-95
Client Company Name	Pakistan National Shipping Corporation	Client VAT / Tax number	
Client Registered Address	Pakistan National Shipping Corporation, PNSC Building, 1st Floor, MT Khan Road, Karachi, Pakistan.		
If required, provide invoicing address	shipmanuals@pns.com.pk		

Purchase Order (PO) Number		Other reference number or invoice instructions	
Email for invoice dispatch	remittance@pns.com.pk		

Request

LR is requested by the Pakistan National Shipping Company to carry out the following work ("Services") for the vessel(s) listed below:

Service B:

- 1- EEXI Verification and Technical File Review (Pre-EEDI Vessels).
- 2- EEXI Verification and Technical File Review (EEDI Vessels).
- 3- Shaft Power/Engine Power Limitation Management/ Overridable Power Limitation Plan Review.
- 4- EEXI Compliance Certificate/ Certificate Reissue (IAPPC & Supplement and IEEC) or other certificates for EEDI/ Pre EEDI vessels.

No.	IMO No.	Ship Name	Ship Type
1	9594884	BOLAN	Products Tanker
2	9272876	CHITRAL	Bulk Carrier
3	9278789	HYDERABAD	Bulk Carrier
4	9257814	KARACHI	Crude Oil Tanker
5	9594872	KHAIRPUR	Products Tanker
6	9277541	LAHORE	Crude Oil Tanker
7	9304198	MALAKAND	Bulk Carrier
8	9241671	MULTAN	Bulk Carrier
9	9270555	QUETTA	Crude Oil Tanker
10	9336842	SHALAMAR	Crude Oil Tanker
11	9519224	SIBI	Bulk Carrier
12	9360453	MARDAN	Tanker
13	9360465	SARGODHA	Tanker



REQUEST FOR MARINE SERVICES

Required Documents:

For LR's performance of the Services, Client shall provide following documents of the Vessel(s) to LR:

- Stamped general Arrangement (GA) drawing
- Stamped Trim & Stability booklet
- Ship specific signed sea trials report (containing scantling and ballast draught power curves)
- Ship specific signed towing tank report (containing scantling and ballast draught power curves)
- Ship specific shop test reports for main engine and auxiliary engines containing ISO-SFC values included in NOX Technical File.
- Information on shaft power take-off (PTO) or -in (PTI) units if installed.
- Information on power reduction or usage of any energy saving devices (ESD's) installed.

In addition to the aforesaid listed documents, during the term of this Contract, LR reserves the right to ask Client to submit additional design information, calculations & plans and documents which are reasonably necessary for LR's performance of the Services.

Fees

Service: Per Ship is USD 1,550 (One Thousand Two Five Hundred Fifty US Dollars).

Total 13 Ships: USD 20,150 (Twenty Thousand One Hundred Fifty US Dollars).

B. Review/Verification Charges			
		<i>Pre-EEDI Vessels</i>	<i>EEDI Vessels</i>
5	<i>EEXI Verification and Technical File Review</i>	750	750
6	<i>Shaft Power/Engine Power Limitation Management/ Overridable Power Limitation Plan Review</i>	500	
7	<i>EEXI Compliance Certificate / Certificate Re-issuance (IAPPC & Supplement and IEEC) or other certificates for EEDI/Pre-EEDI vessels</i>	300	
8	<i>Total cost per vessel (B) (USD)</i>	1550	1550

Marine Services at (location / site)

This contract is between the Client and Lloyd's Register EMEA (hereinafter referred to as LR) for Marine services and is subject to the terms and conditions on this document.

TERMS AND CONDITIONS

1. In these terms and conditions: (i) "Services" means any and all services provided by any entity that is part of the LR Group, as hereinafter defined, including any classification of the Client's vessel, equipment or machinery; (ii) the "Contract" means this agreement for supply of the Services; (iii) the "LR Group" means LR, its affiliates and subsidiaries, and the officers, directors, employees, representatives and agents of any of them, individually or collectively.
2. The Client agrees to pay all Fees for the Services within 30 days of the invoice date (the due date). If the Client disputes an invoice, or part of an invoice, the Client must immediately notify LR in writing. If no notification is received by the due date, the Client will be deemed to have accepted the invoice in full. Where only part of an invoice is disputed, the undisputed amount must be paid by the due date. LR reserves the right to raise interim invoices for Services provided, calculated on a pro rata basis. Fees do not include any tax, including but not limited to Value Added Tax, Goods and Services Tax, withholding taxes, turnover taxes, surcharges or duties as required by law, and if required, any such tax or duty is chargeable to the Client and payable by the Client in addition to the above referenced fees. The Client shall pay the full Fees as invoiced irrespective of whether the Client is required by law to withhold any taxes or duties from the invoiced amount.
3. LR reserves the right to charge interest accruing on a daily basis at an annual rate of 2% above the greater of the London Interbank Offered Base Rate (LIBOR) (or the equivalent in the country where the Client maintains its principal office) on any amount remaining unpaid beyond the due date, and may withhold any or all Services



REQUEST FOR MARINE SERVICES

until the arrears, including interest, are paid in full. LR may at its sole discretion at any time allocate payment received from the Client to satisfy other earlier invoices that remain unpaid by the Client.

4. LR reserves the right to charge for any work that is additional to that originally quoted.
5. LR will keep confidential and not use or disclose to any third party outside the LR Group any data, plan or other written technical information (the Information) received from the Client except as may be required by law or as may be authorised by the Client, or as referenced below. This obligation will not apply to any Information that: (i) was in the LR Group's possession before its disclosure by or on behalf of the Client to the LR Group; or, (ii) is disclosed to a third party through no fault of the LR Group; or, (iii) otherwise becomes available to the LR Group from an independent source not under a confidentiality obligation to the Client; or, (iv) is posted on the LR Group 'Class Direct' website or App; or, (v) is provided to an LR contractor or supplier under confidentiality terms and controls; or, (vi) LR is requested to provide the Information to: (a) a Flag State authority (including the EU Commission representatives); or, (b) another IACS member (pursuant to the IACS early warning rules); or, (c) a subsequent owner of the vessel to help explain any LR Group safety recommendation to that subsequent owner. This obligation will survive termination of the Contract.
6. Notwithstanding the general duty of confidentiality owed by LR, LR will participate in the IACS Early Warning System which requires LR to provide its fellow IACS members with relevant technical information on serious hull structural and engineering system failures, as defined in the IACS Early Warning System (but not including any drawings relating to the ship which may be the specific property of another party), to enable such useful information to be shared and utilised to facilitate the proper working of the IACS Early Warning System. LR will provide the Client with written details of such information upon sending the same to IACS Members.
7. The Client shall indemnify and hold all members of the LR Group harmless from all claims, costs, proceedings, damages and expenses, (including legal and other professional fees and expenses), made against, incurred or paid by any member of the LR Group as a result of or in connection with any breach by the Client of this contract or any alleged or actual infringement, whether or not under English law, of any third party's intellectual property rights (including copyright) or other rights arising out of the use or supply of the information by or on behalf of the Client to any member of the LR Group.
8. This Contract continues in force until terminated by LR or the Client, after giving the other party 30 days' written notice. If the Contract is terminated by LR or the Client before the Services under the Contract are completed, LR's fees will be calculated on a pro rata basis up to the date of termination. Any reasonable costs directly attributed to early termination and any amounts then due to LR will immediately become payable.
9. LR's Services do not assess compliance with any standard other than the applicable classification rules, international conventions, or any other standards that are expressly agreed in writing by LR and the Client. Without limiting the generality of the foregoing, the issuance of a class certificate does not relieve the owner or operator of the vessel of its non-delegable duty to maintain the vessel in a seaworthy condition.
10. If the Client requires classification Services relating to vessels, machinery, or equipment in a jurisdiction in which LR itself does not do business the Client hereby acknowledges and agrees that these Services will be performed by a subsidiary or affiliate of LR that is part of the LR Group and that is authorised to conduct classification

surveys and issue certificates on the vessel, machinery, or equipment.

11. In providing Services, information, or advice, the LR Group does not warrant the accuracy of any information or advice supplied. Except as set out in these Terms and Conditions, LR will not be liable for any loss, damage, or expense sustained by any person and caused by any act, omission, error, negligence, or strict liability of any of the LR Group or caused by any inaccuracy in any information or advice given in any way by or on behalf of the LR Group even if held to amount to a breach of warranty. Nevertheless, if the Client uses the Services or relies on any information or advice given by or on behalf of the LR Group and as a result suffers loss, damage, or expense that is proved to have been caused by any negligent act, omission, or error of the LR Group or any negligent inaccuracy in information or advice given by or on behalf of the LR Group, then LR will pay compensation to the Client for its proved loss up to but not exceeding the amount of the fee (if any) charged by LR for that particular service, information, or advice.
12. Notwithstanding the previous clause, the LR Group will not be liable for any loss of profit, loss of contract, loss of use, or any indirect or consequential loss, damage, or expense sustained by any person caused by any act, omission, or error or caused by any inaccuracy in any information or advice given in any way by or on behalf of the LR Group.
13. No LR Group entity will be liable or responsible in negligence or otherwise to any person not a party to the agreement pursuant to which any certificate, statement, data, or report is issued by an LR Group entity for (i) any information or advice expressly or impliedly given by an LR Group entity, (ii) any omission or inaccuracy in any information or advice given, or (iii) any act or omission that caused or contributed to the issuance of any certificate, statement data, or report containing the information or advice. Nothing in these Terms and Conditions creates rights in favour of any person who is not a party to the Contract with an LR Group entity.
14. No omission or failure to carry out or observe any stipulation, condition or obligation to be performed under the Contract will give rise to any claim against LR or any other LR Group entity, or be deemed to be a breach of contract, if the failure or omission arises from causes beyond that entity's reasonable control.
15. This Contract and any dispute or claim between any member of the LR Group and the Client arising from or in connection with it, or the Services provided hereunder, will be governed by English law. Except as provided below, LR and the Client irrevocably agree that the English courts will have exclusive jurisdiction over any dispute or claim arising from or in connection with this Contract or the Services provided hereunder. Nothing in this clause limits the right of LR to take debt collection proceedings against the Client in any other court of competent jurisdiction.
16. No addition, alteration or substitution of these Terms and Conditions will bind LR, or form part of this Contract unless it is expressly accepted in writing by an authorised LR representative who expressly states in writing that LR is agreeing to alter these Terms and Conditions. In the event of any conflict between these Terms and Conditions and any document purporting to impose different terms, these Terms and Conditions will prevail.
17. The Client has a duty to provide a safe place of work for LR's surveyors. This duty relates to places of work which are under the control of the Client which can include ships, shipyards and offices.
18. Any classed vessel, machinery or equipment must be operated only in a manner consistent with the proposed design criteria and any limits agreed at the time of classification. If any vessel or equipment operates outside these limits, such facts must be reported to LR without delay.



REQUEST FOR MARINE SERVICES

19. Any damage, defect, breakdown, or grounding that could invalidate the conditions for which a class has been assigned, must be reported to LR without delay.
20. All repairs to hull, equipment and machinery that may be required for a ship to retain class are to be carried out to the satisfaction of LR. When repairs are effected at a port, terminal, or location where the services of an LR surveyor are not available, the repairs are to be surveyed by one of the LR Group's surveyors at the earliest opportunity thereafter.
21. Plans and particulars of any proposed alterations to the approved scantlings and arrangements of hull, equipment, or machinery are to be submitted to LR for approval, and the alterations are to be carried out to the satisfaction of the LR Group's surveyors.
22. It is the responsibility of the Client to ensure that all surveys necessary for the maintenance of class are carried out at the proper time and in accordance with LR's instructions.
23. LR may give timely notice to the Client about forthcoming surveys. The omission of notice, however, does not absolve the Client from responsibility to comply with requirements for maintenance of class.
24. When the Regulations with regard to surveys on the hull, equipment, or machinery have not been complied with and the ship is thereby not entitled to retain class, the class may be suspended or withdrawn.
25. When reported defects in the hull, equipment, or machinery are found and the Client fails to repair these defects in accordance with LR's requirements, the class may be suspended or withdrawn.
26. When a ship has been operated in breach of applicable sanctions' laws or where LR cannot continue to provide services without being in breach of applicable sanctions' laws, LR may withdraw or suspend class.
27. LR in its discretion may withhold or, if already granted, may suspend or withdraw any class (or withhold any certificate or report in any other case) if a Client fails to comply with the conditions set forth in Paragraphs 17 through 26 or in the event of non-payment of any fee including fees of the LR Group incurred by the previous owner(s) of the vessel, if applicable
28. The parties agree that this Contract constitutes the entire agreement between them, and supersedes all previous drafts, agreements, arrangements and understandings between them, whether oral or written.
29. The parties shall comply with all applicable laws, statutes and regulations relating to anti-bribery, anti-corruption and personal data protection.
30. Client confirms that invoices can be issued to the address set out herein above (in the Address section above) and agrees that, if the invoicing details are required to be amended, LR shall be notified within 7 days of any change. If there is any change of invoicing details the LR point of contact kamal.elfassi@lr.org will be notified in writing. Invoices issued for services provided prior to notification of any change to invoicing details, will remain payable in accordance with clause 2 herein.

<p>Client's Stamp</p> <p>Irfan Mahmood Shaikh General Manager (SM) Ship Management Division Pakistan National Shipping Corporation</p>	<p>Client's Signature</p> <p>Name in CAPITALS: Irfan Mahmood Shaikh</p> <p>Date: 04-10-2022</p> <p>Client's Reference:</p>
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عزم عالی بنیان شاد رہے پاکستان



MINISTRY OF MARITIME AFFAIRS
GOVERNMENT OF PAKISTAN
WWW.MOMA.GOV.PK

Pakistan National Shipping Corporation

(ESTABLISHED UNDER ORDINANCE NO. XX OF 1979)

TENDER NO. MRD/EEXI/2022/18830

Date: Sep 07th, 2022

M/S. Lloyd's Register EMEA,

71 Fenchurch Street

London, EC3M 4BS

Contact No. +974 44569952, +974 5541 3111

Email: Kamal.ElFassi@lr.org, Ralph.Becker@lr.org

ATTN: MR. Kamal El Fassi (Business Development Manager)

JOB AWARD LETTER

For "EEXI IMPLEMENTATION ON PNSC MANAGED VESSELS FOR COMPLIANCE OF IMO REGULATIONS TOWARDS THE GOAL OF GREENHOUSE GAS REDUCTION STRATEGY (Phase 1)"

1. This is reference to your submitted bid against Tender No. MRD/EEXI/2022/18830 for subject Services opened on dated July 19th, 2022.
2. Tender Committee is pleased to accept your offer for "EEXI IMPLEMENTATION ON PNSC MANAGED VESSELS FOR COMPLIANCE OF IMO REGULATIONS TOWARDS THE GOAL OF GREENHOUSE GAS REDUCTION STRATEGY (Phase 1)" for 13 vessels only as tabulated below:-

SR. #	DESCRIPTION	Cost (USD)	
A. Service Charges			
1.	a) EEXI Calculation	400	
	b) EEXI Re-calculation	400	
2.	EEXI Technical File Preparation	940	
3.	Shaft Power/Engine Power Limitation/Overridable Power Limitation Management Plan	1470	
B. Review/Verification Charges			
		Pre-EEDI Vessels	EEDI Vessels
5.	EEXI Verification and Technical File Review	750	750
6.	Shaft Power/Engine Power Limitation Management/ Overridable Power Limitation Plan Review	500	
7.	EEXI Compliance Certificate / Certificate Re-issuance (IAPPC & Supplement and IECC) or other certificates for EEDI/Pre-EEDI vessels	300	

Page 1 of 2



عزم عالی شان شاد رہے پاکستان



MINISTRY OF MARITIME AFFAIRS
GOVERNMENT OF PAKISTAN
WWW.MOMA.GOV.PK

Pakistan National Shipping Corporation

(ESTABLISHED UNDER ORDINANCE NO. XX OF 1979)

Terms & Conditions:

1. You are requested to kindly contact with MR&S Department for further formalities, regarding signing of contract at earliest please.
2. The quoted price is inclusive of all duties, Taxes or any other charges as may be applicable.

Thanking you,

Yours faithfully,
For Pakistan National Shipping Corporation

Irfan Mahmood Shaikh
GENERAL MANAGER (SM)

FINAL EVALUATION REPORT

(As Per Rule 35 of PP Rules, 2004)

1. NAME OF PROCURING AGENCY : PAKISTAN NATIONAL SHIPPING CORPORATION.
2. METHOD OF PROCUREMENT : SINGLE STAGE ONE ENVELOP PROCEDURE AS PER PPR RULE 36(a) OF PPR 2004 AND REGULATION 3C OF PROCUREMENT OF CONSULTANCY SERVICES REGULATION, 2010
3. TITLE OF PROCUREMENT : EEXI IMPLEMENTATION ON PNSC VESSELS FOR COMPLIANCE OF IMO REGULATIONS TOWARDS THE GOAL OF GREENHOUSE GAS STRATEGY
4. TENDER INQUIRY NO. : MRD/EEXI/2022/18830
5. PPRA REF. NO. (TSE) : TS483399E
6. DATE & TIME OF BID CLOSING : 19-07-2022 - (03:00 P.M)
7. DATE & TIME OF BID OPENING : 19-07-2022 - (03:30 P.M)
8. NO OF BIDS RECEIVED : TWO (02),
9. CRITERIA FOR BID EVALUATION : MOST ADVANTAGEOUS BID,
10. DETAILS OF BID(S) EVALUATION : DETAIL IS TABULATED.

NAME OF BIDDER	MARKS		EVALUATED COST IN USD:	RULES/ REGULATION/ SBD*/POLICY/ BASIS OF REJECTION/ ACCEPTANCE AS PER RULE 35 OF PP RULES, 2004
	Technical	Financial		
M/S. Lloyd's Register EMEA (LR)	-	1 ST LOWEST	<u>USD: 61,880/-</u>	Accepted as per PPRA Rule No. 38 2004
M/S AMERICAN BUREAU OF SHIPPING (ABS)	-	2 ND LOWEST	<u>USD: 90,295/-</u>	

MOST ADVANTAGEOUS BIDDER : M/S. Lloyd's Register EMEA (LR)

11. Any other additional / supporting information, : N/A

Signature:

ALI IMAM QADRI
General Manager (Procurement)

Official Stamp:

Standard Bidding Documents (SBD).

COMPARISON OF FINANCIAL BID AS PER FINANCIAL BID FORM

TENDER # MRD/EEXI/2022/18830

EEXI IMPLEMENTATION ON PNSC VESSELS FOR COMPLIANCE OF IMO REGULATIONS TOWARDS THE GOAL OF GREENHOUSE GAS STRATEGY (Phase 1)

		M/s Lloyd's Register (LR)		M/s American Bureau of Shipping (ABS)	
S.No.	Description	Pre-EEDI Vessels	EEDI Vessels	Pre-EEDI Vessels	EEDI Vessels
A. Service Charges					
1	a) EEI Calculation	400	400	2000	2000
2	b) EEI Re-calculation	400	400	500	500
3	EEI Technical File Preparation	940	940	1200	1200
4	Shaft Power/Engine Power Limitation/Override Power Limitation Management Plan	1470	1470	950	950
5	Total Cost per vessel (A) (USD)	3210	3210	4650	4650
B. Review/Verification Charges					
6	EEI Verification and Technical File Review	750	750	1250	800
7	Shaft Power/Engine Power Limitation Management/ Override Power Limitation Plan Review	500	500	800	800
8	EEI Compliance Certificate / Certificate Re-issuance (IAPPC & Supplement and IEEC) or other certificates for EEI/Pre-EEI vessels	300	300	315	315
9	Total cost per vessel (B) (USD)	1550	1550	2365	1915
10	Gross total cost per vessel (A+B) (USD)	4760	4760	7015	6565
11	Gross total cost (13 vessels) (A+B) (USD)	61,880	61,880	90,295	90,295
12	Rank	1st		2nd	
13	Remarks	13 Vessels => 11 Pre-EEDI Vessels + 02 EEDI Vessels			

All prices mentioned in USD

 Capt. Mustafa Kizilbash Executive Director (Commercial) Chairman-Tender Committee	 Imtiaz Ahmed Khan Manager (OPS-MR&S) Member-Tender Committee	 Kashif Kamran Khan Dy. Manager (Finance) Member-Tender Committee	 Khurram Shahzad Supdt Engr (MR&S) Member-Tender Committee
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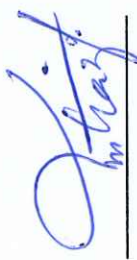


QUALIFICATION / ELIGIBILITY

TENDER # MRD/EEXI/2022/18830

EEXI IMPLEMENTATION ON PNSC VESSELS FOR COMPLIANCE OF IMO REGULATIONS TOWARDS THE GOAL OF GREENHOUSE GAS

STRATEGY (Phase 1)

Description	M/s. Lloyd's Register (LR)	M/s American Bureau of Shipping (ABS)
Member of IACS	✓	✓
Signed MoU with MoMA	✓	✓
PNSC Bid Form	✓	✓
Remarks	Qualified	Qualified

 Capt. Mustafa Kizilbash Executive Director (Commercial) Chairman-Tender Committee	 Imtiaz Ahmed Khan Manager (OPS-MR&S) Member-Tender Committee	 Kashif Kamran Khan Dy. Manager (Finance) Member-Tender Committee	 Khurram Shahzad Supdt Engr (MR&S) Member-Tender Committee
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