Standard Bidding Document

TNCB-32/LTCTS/660MW/JPCL/2026

Procurement of Transportation Services on "Aggregate Charges Rs. /Ton Basis"

for

Transportation of Coal from X-Mines Loading Point in Thar to 660MW, CFPP Jamshoro in compliance with Environmental Guidelines

Single Stage One Envelope Procedure

(National Competitive Bidding)

(Public Procurement Regulatory Authority -PPRA)

660MW Coal Fired Power Plant (CFPP) Jamshoro

JAMSHORO POWER COMPANY LIMITED (JPCL)

JULY 2026

Standard Bidding Documents for Procurement of Non-Consultancy Services

PART-A – BIDDING PROCEDURE & REQUIREMENTS

Section I - Invitation to Bids

Section II- Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. ***This Section contains provisions that are to be used without modifications.***

Section III- Bids Data Sheet (BDS)

This Section includes provisions specific to procurement and to supplement Section-II. This section may be customized in order to compliment the instructions, considering the requirements of the Procuring Agency.

Section IV -Eligible Countries

This Section contains information regarding eligible countries.

Section V - Evaluation Criteria, Technical Specifications, Schedule of Requirements

This Section includes the details of specifications for the Non-Consultancy Services to be procured and the schedule of requirements.

Section VI -Standard Forms

This Section includes the standard forms for the Bids Submission, Price Schedules, and Bids Security etc. These forms are to be completed and submitted by the Bidder as part of its Bids.

PART-B – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII - General Conditions of Contract (GCC)

This Section includes the general clauses to be applied in all the contracts. ***This Section contains provisions that are to be used without modifications.***

Section VIII - Special Conditions of Contract (SCC)

This Section consists of Contract Data and Specific Provisions which contains clauses specific to this contract. This section may be customized where option is available, in accordance with the requirements of the Procuring Agency.

Section IX - Contract Forms

This Section contains forms which, once completed, will become part of the Contract. The forms for **Performance Guarantee** will be submitted by the successful Bidder to whom Letter of Acceptance is issued, before the award of contract.

Integrity Pact

The successful Bidder shall be required to furnish Integrity Pact as per the attached format.

SECTION I: INVITATION TO BIDS

JAMSHORO POWER COMPANY LIMITED (JPCL)

REQUESTS FOR BIDS

Procurement of Long-term Transportation Services on "Aggregate Charges Rs. /Ton Basis" for Transportation of Coal from X-Mines Loading Point in Thar to 660MW, CFPP Jamshoro in compliance with Environmental Guidelines for the period of Three years.

Date: 02.07.2026

1. This Invitation to Bid follows the Procurement Advertisement (PA) PID (H) No. 451/2025 for the subject Procurement which appeared on National Newspapers (The Business Recorder, Roznama Express) on 24.06.2026 and PPRA-EPADS websites on 02.07.2026

2. The JPCL has reserved Funds for the procurement planned for FY 2026-27 and intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the subject procurement.

3. The JPCL invites Bids from prospective Service providers, bonafide transporters, financially sound Agencies/Firms/Companies having relevant Licenses/ Permits/ Approvals from regulatory bodies established for that particular trade or business and experienced in Coal Transportation on local, national or international levels and **registered on EPADS** for transportation of coal from Thar coal mines Loading Point to 660 MW, CFPP Jamshoro in environment friendly manner.

4. The Open Competitive bidding shall be conducted in line with the **"Single Stage-One Envelope"** procedure; Technical Proposal and Financial Proposal, under Rule 36 (a) by adopting Least Cost Based Selection (*LCBS)*technique of the Public Procurement Rules, 2004 and any Regulations, and Instructions issued by the Authority ("**PPRA**") from time to time and is open to all eligible bidders.

5. The Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on E-Pak Acquisition & Disposal System (EPADS) at (www.eprocure.gov.pk) and JPCL website www.jpcl.com.pk

6. The bids, prepared in accordance with the instructions in the Bidding documents, must be submitted through EPADS on or before 1100Hrs. on Thursday, 16-07-2026. The technical proposal in which the bidder would be required to provide details regarding compliance with the eligibility and qualification criteria. The price bid/financial proposal is submitted with "Bid Offer; Rs. /MT". Both the techno-commercial & price bid will be uploaded on EPADS along with "Scanned Copy of Bid Security" within bid submission deadlines.

7. The original Bid Security amounting to Lumpsum Rs. 1,000,000 (Rupees: One Million) in an acceptable form (CDR/Pay Order/Bank Guarantee) along with a hard copy of bid for ease of evaluation, properly filled in, and enclosed in sealed envelopes must be delivered to "Manager Procurement, 2nd Floor, Main Admin Building, Thermal Power Station, Jamshoro on or before

deadline for the submission of the bid through reliable courier or by hand, without which the Bid Proposal will not be accepted. (In case of any dispute, the bid uploaded on EPADS shall prevail).

8. The bids uploaded on EPADS will be opened on scheduled date and time *at least 30 minutes after bid closing time* on Thursday, 16-07-2026 at 1130 hrs. in the presence of bidders' representatives who choose to attend physically / virtually the opening at Conference Room, 1st Floor, Main Admin Building, Thermal Power Station, Jamshoro. Manual submission of Bids shall not be entertained.

9. In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website www.jpcl.com.pk and on Authority's website at (www.ppra.org.pk).

10. *The Procuring Agency reserves the right to reject any or all bids subject to relevant provisions of PPRA Rules, 2004 and may cancel the bidding process at any time prior to the acceptance of a bid or proposal under Rule-33(1) of said Rules, without incurring any liability to the bidder(s) or any obligation to inform the bidder(s) of the grounds for JPCL's action.*

Chief Engineer/CTO,
660MW Jamshoro Coal Fired Power Plant,
Mohra Jabal, Dadu Road, Jamshoro
email: pdpiu@jpcl.com.pk

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SECTION II: INSTRUCTION TO BIDDERS (ITB)

A. Introduction

1. Scope of Bids	1.1	The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids for the provision of Non-Consultancy Services for as specified in the BDS and **in Section V – Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. (*insert bidding procedure e.g. SSOE or SSTE*) procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the **BDS**.
2. Source of Funds	2.1	Source of funds is referred in Clause-1 of Invitation for Bids.
3. Eligible Bidders	3.1	1) A bidder is eligible to participate in a procurement process if the bidder: (a) possesses or has access to the technical competence, financial resources, equipment and other physical facilities, personnel, managerial capability, experience and reputation necessary to complete the procurement contract; (b) has the legal capacity to enter into a procurement contract; (c) is not insolvent, in receivership, bankrupt or being wound up and its activities or affairs are not suspended or being administered under any Act, by a court or by a judicial officer; (d) is not the subject of legal proceedings for any of the matters mentioned in sub-rule (c); (e) has fulfilled or has made substantial arrangements satisfactory to the relevant authorities, to fulfil its obligations to pay taxes and social security and other contributions of its employees; and (f) has not, or in the case of a company, its owners and beneficial owners, directors or officers have not, been convicted of a criminal offence related to: (i) its professional conduct; or (ii) a bidder (or, in the case of a company, its key individuals such as owners, beneficial owners, directors, or officers) must not have engaged in any prohibited practice, such as fraud, corruption, collusion, or coercion, within the time period stated in the bidding documents, which can be up to three

		years before the start of the procurement process. Additionally, the bidder must not have been debarred (i.e., banned) from participating in public procurement processes in Pakistan or by any international organization or country. If they have, they are ineligible to participate in the current bidding. (2) The procuring agency may require a bidder participating in the procurement process to provide the prescribed documentary evidence or other information to satisfy itself that the bidder is qualified in accordance with the criteria in sub-clause (1). (3) A procuring agency shall set out in the bidding document all the criteria for qualification to be applied in accordance with sub-clause (1). (4) Except as permitted under the Ordinance, Rules and Regulations, the procuring agency shall not establish a criterion for eligibility of a bidder that: (a) discriminates against or among a bidder or against categories of bidders; or (b) is not required for the performance of the procurement contract; or (c) is not related to the avoidance or management of legal, reputational or economic risk to the procuring agency unless it is in the national interest to do so, and the criteria is set out in the bidding documents. (5) A procuring agency shall assess the eligibility of a bidder for participation in the procurement process against the criteria for qualification under sub-clause (1). (6) In the case of a joint venture, consortium, or association, all members shall be jointly and severely liable for the execution of the contract in accordance with the terms and conditions of the contract. The joint venture, consortium, or association shall nominate a lead member as nominated in the BDS, who shall have the Authority to conduct all business for and on behalf of any and all the members of Joint venture, consortium, or association during the bidding process, and in case of award of contract, during the execution of the contract. (7) The appointment of the lead Member in the joint venture, consortium, or association shall be confirmed by submission of valid power of Attorney to the procuring agency. (8) Subject to the limits specified in the BDS, the procuring agency may allow bidders to participate in the form of a Joint

		Venture (JV). However, each party in the JV must individually meet the eligibility criteria specified in the BDS (9) No Bidder can be a sub-contractor while submitting a Bids individually or as a member of a joint venture in the same Bidding process.

B. Bidding Documents

4. Contents of Standard Bidding Document	4.1	The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued in accordance with **ITB 6.1** include: **Section I -**Invitation to Bid **Section II** Instructions to Bidders (ITB) **Section III** Bid Data Sheet (BDS) **Section IV** Eligible Countries **Section V** Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications. **Section VI** Bidding Forms **Section VII** General Conditions of Contract (GCC) **Section VIII** Special Conditions of Contract (SCC) **Section IX** Contract Forms
	4.2	The Bidder is expected to examine all instructions, requirements, forms, terms and specifications in the bidding documents. Failure to furnish all the information required in the bidding document will be at the Service provider's risk and may result in the rejection of his bids.
5. Clarifications	5.1	Clarifications of the bidding documents may be requested in writing through EPADS by any bidder up to three days prior to the deadline for the submission of bids. The procuring agency shall respond promptly and in writing to any request by a bidder for clarification of the bidding documents and, in any event, no later than two days prior to the deadline for the submission of bids or proposals. Responses to requests for clarification shall be communicated simultaneously and in writing to all bidders participating in the procurement proceedings. No bidder shall be allowed to alter or modify his bid after the bids have been opened however, the procuring agency may seek and accept clarification to the bid that do not change the substance of the bid, through EPADS.

	5.2	Procuring Agency's response will be uploaded on the EPADS, including a description of the inquiry.
	5.3	Should the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure under **ITB 6.**
	5.4	If indicated **in the BDS**, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned **in the BDS**. During this pre-bid meeting, prospective bidder(s) may request clarification(s) regarding the schedule of requirements, the Evaluation Criteria or any other aspects of the bidding document.
	5.5	Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS. Any modification to the bidding document that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to **ITB 6**.
	5.6	To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its bid including breakdown of prices, through EPADS. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered. No change in the prices or substance of the bid shall be sought, offered, or permitted. The alteration or modification in the bid which in any way affect the following parameters will be considered as a change in the substance of a bid: a) evaluation & qualification criteria; b) required scope of work or specifications; c) all securities requirements; d) tax requirements; e) terms and conditions of bidding documents; and f) change in the ranking of the bidders. From the time of bid(s) opening to the time of contract award, if any bidder wishes to contact the procuring agency on any matter related to the bid, it should do so in writing or through electronic form that provides record of the content of communication.
6. Amendment of Bidding documents	6.1	Before the deadline for submission of bids, the procuring agency for any reason, whether at its own initiative or in response to a

		clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addendum.
	6.2	Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document pursuant to **ITB 6.1** shall be uploaded on EPADS as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the **BDS**: Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.
	6.3	To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of bids: Provided that the Procuring Agency shall extend the deadline for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

C. Preparation of Bids

7. Documents Constituting the Bids	7.1	The bids prepared by the bidders shall constitute the following components: - a) Forms of bid and Bid Prices completed in accordance with **ITB 10 and 11;** b) Documentary evidence established in accordance with **ITB 8** that services to be provided by the bidder are eligible services, and conform to the bidding documents; c) Documentary evidence established in accordance with **ITB 9** that the bidder is eligible and/or qualified for the subject bidding process; d) Documentary evidence established in accordance with **ITB 9.3** that the bidder has been authorized to provide the services; e) Bid security or Bids Securing Declaration furnished in accordance with **ITB 14;** and f) Any other document required in the **BDS**.
8. Documents Establishing Eligibility of the Services and Conformity to bidding documents	8.1	To establish the conformity of the Non-Consulting Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.
	8.2	Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive.

9. Documents Establishing Eligibility and Qualification of the Bidder	9.1	Pursuant to **ITB 8,** the bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.
	9.2	The documentary evidence of the bidder's eligibility to bids shall establish to the satisfaction of the procuring agency that the bidder, at the time of submission of its bid, is from an eligible country as defined in **Section-IV** titled as "Eligible Countries".
	9.3	The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the satisfaction of procuring agency that: a) the bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in **BDS**. b) that the bidder meets the qualification criteria listed in the Bids Data Sheet.
10. Form of Bid	10.1	The bidder shall fill the Form of Bid furnished in the bidding documents. The Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.
11. Bids Prices	11.1	The Bids Prices quoted by the bidder in the Forms of Bid and in the price schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.
	11.2	All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed to be included in the prices of other items.
	11.3	The Bid price to be quoted in the Forms of Bid in accordance with **ITB 10** shall be the total price of the bid, excluding any discounts offered.
	11.4	The bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.
	11.5	Prices quoted by the bidder shall be fixed during the currency of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non- responsive and shall be rejected.
12. Bids Currencies	12.1	Prices shall be quoted in Pakistani Rupees unless otherwise specified in the **BDS**.
13. Bid Validity Period	13.1	Bid(s) shall remain valid for the period specified in the **BDS** after the bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring

		Agency as non-responsive**.** The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.
14. Bid Security or Bid Securing Declaration	14.1	Unless otherwise specified in the **BDS**, the bidder shall furnish as part of its bid, in the amount and currency specified in the **BDS** or Bid Securing Declaration on the format provided in **Section VI (Bid Forms)** The scanned copy of the Bids Security shall be uploaded in the EPADS while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.
	14.2	The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to **ITB 14.5**
	14.3	The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in **14.5** are invoked.
	14.4	Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible after the award of contract, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to **ITB 13.** The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, whichever of the following that occurs earliest: (a) the expiry of the Bid Security; (b) the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the bidding document; (c) the rejection by the Procuring Agency of all Bids; (d) the withdrawal of the Bid prior to the deadline for the submission of bids, unless the bidding document stipulate that no such withdrawal is permitted.
	14.5	The Bid Security may be forfeited or the Bid Securing Declaration executed: a) if a bidder: i) withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the

		bidder in the Forms of Bid, except as provided for in the ITBs; or ii) does not accept the correction of errors pursuant to **ITB 23;** or b) in the case of a successful bidder fails: i) to sign the contract in accordance with **ITB 32**; or ii) to furnish Performance Guarantee in accordance with **ITB 33.**
	14.6	The bid security shall be valid for a period specified in **BDS.** Bids with shorter bid security validity period shall be rejected straight away.
15. Alternative Bids by Bidders	15.1	Alternatives will not be considered, unless specifically allowed for in the **BDS**.
16. Withdrawal, Substitution, and Modification of Bids	16.1	Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.
17. Format and Signing of Bids	17.1	The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through EPADS.
	17.2	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person(s) signing the forms of bid.

D. Submission of Bids

18. Submission of Bids through EPADS before Dead deadline	18.1	The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.
	18.2	The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8. In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

19. Opening of Bids	19.1	The Procuring Agency will open all bids through EPADS, in the presence of bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the **BDS.** The Bidders' representatives present shall sign attendance sheet as proof of their attendance.
	19.2	The bids shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (c) the presence of a bid

		security, if required; and (d) any other details as the procuring agency may consider appropriate.
	19.3	No bid will be rejected at the time of bid opening except for bids whose bid security has not been provided to the procuring agency before submission deadline**.**
	19.4	The procuring agency shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and the bid price, if applicable.
20. Confidentiality	20.1	Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other person(s) not officially concerned with such process, until the time of the announcement of the respective evaluation report.
	20.2	Any effort by a bidder to influence the procuring agency processing of bids or award decision may result in the rejection of his bid.
21. Preliminary Examination of Bids	21.1	Prior to the detailed evaluation of bids, the procuring agency will determine whether each bid: a) meets the eligibility criteria defined in **ITB 3**; b) has been prepared as per the format and contents defined by the procuring agency in the bidding document; c) is accompanied by the required securities; and d) is substantially responsive to the requirements of the bidding document.
	21.2	The procuring agency will confirm that the documents and information specified under **ITB 7,8 and 9** have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bids shall be rejected.
	21.3	If a bid is not substantially responsive, it will be rejected by the procuring agency and may not subsequently be evaluated for complete technical responsiveness.
22. Examination of Terms and Conditions, Technical Evaluation	22.1	The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **ITB 21,** to confirm that all requirements specified in **Section V – Evaluation Criteria, Technical Specifications and Schedule of Requirements**, prescribed in the bidding document have been met without material deviation or reservation.
	22.2	If after the examination of the terms and conditions and the technical evaluation, the procuring agency determines that the bid is not substantially responsive in accordance with **ITB 21,** it shall reject the bids.

23. Correction of Errors	23.1	Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: - a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the procuring agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Forms of bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
	23.2	The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 14.**
24. Conversion to Single Currency	24.1	To facilitate evaluation and comparison, the procuring agency will convert all bid prices expressed in the amount in various currencies in which the bid prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding document. The rate of exchange shall be the selling rate prevailing on the date of opening of financial bids specified in the bidding document, in accordance with weighted average customer exchange rates list issued by the State Bank of Pakistan on that day.
25. Evaluation of Bids	25.1	The procuring agency shall evaluate and compare only those bids determined to be substantially responsive, pursuant to **ITB 21.**
	25.2	In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the evaluation criteria and methodologies specified in the **Bid Data Sheet (BDS)** and in accordance with the

		Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.
26. Determination of Most Advantageous Bids	26.1	Selection technique will be adopted for determining the most advantageous bid in accordance with the criteria referred in the **BDS** or prescribed in the separate section titled as Evaluation Criteria.
27. Abnormally Low Financial Bids	27.1	Procuring agency may reject a bid if it has determined that the price, in combination with other constituent elements of the bid, is abnormally low in relation to the subject matter of the procurement, such that it raises material concerns on the part of the procuring agency, as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price. A procuring agency shall not reject a bid as abnormally low under sub-clause (1) above unless the procuring agency – (a) requested in writing through EPADS from the bidder a written clarification of his bid, including a detailed price analysis of his bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document; and (b) having taken account, the information provided by the bidder in response to a request under paragraph (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily for the offered price. The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision.

F. Award of Contract

28. Criteria of Award	28.1	The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has been declared as Most Advantageous Bidder.
29. Procuring Agency's Right to reject All Bids	29.1	The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).
	29.2	Notice of the rejection of all bids shall be given promptly to

all bidders that have submitted the bids. The procuring

		agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.
30. Procuring Agency's Right to Vary Quantities at the Time of Award	30.1	The procuring agency reserves the right, at the time of contract award, to increase or decrease the quantity of related services originally specified in the Schedule of Requirements, provided that such variation does not exceed the percentage indicated in the **Bid Data Sheet (BDS).** This adjustment shall be made without any change in the unit price or other terms and conditions of the Bids and Bidding Documents.
31. Notification of Award	31.1	Prior to the award of contract, the procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.
	31.2	Bidder whose bid has been accepted, will be notified for the award by the Procuring Agency prior to expiration of the Bid Validity period through EPADS. The Letter of Acceptance will state the sum that the procuring agency will pay the successful bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	31.3	The notification of award will constitute the formation of
		the Contract, subject to the condition that bidder furnish the Performance Guarantee in accordance with **ITB 33** and signing of the contract in accordance with **ITB 32.**
	32.1	Promptly after notification of award, Procuring Agency
32. Signing of Contract		shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. The successful bidder and the procuring agency shall sign the contract.
	33.1	After the receipt of the Letter of Acceptance, the successful
33. Performance Guarantee		bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the **BDS and SCC**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	33.2	Failure of the successful bidder to comply with the requirement of **ITB 33.1** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid

		security, in which event the procuring agency may make the award to the next ranked bidder or call for new bids.
34. Advance Payment	34.1	The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the **BDS**. The Advance Payment request shall be accompanied by an Advance Payment Guarantee in the form provided in Contract Forms.
35. Arbitration	35.1	The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the **SCC**.
36. Corrupt & Fraudulent Practices	36.1	Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. Grievance Redressal & Complaint Review Mechanism

37. Constitution of Grievance Redressal	37.1	Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of an odd number of persons 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.
38. GRC Procedure	38.1	Any aggrieved party or bidder as the case may be, may file grievance in accordance with Rule 48 of the Public Procurement Rules, 2004 and Redressal of Grievance Regulations, 2022

H. Blacklisting/ Debarment

39. Procedure for Blacklisting/Debarment	39.1	The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-19 of the Public Procurement Rules, 2004, Mechanism for Blacklisting, Debarment Regulations, 2024 and “procedure for filling and disposal of review petition under rule-19 (3), 2021.

SECTION III: BIDS DATA SHEET (BDS)

Bids Data Sheet (BDS)

The following specific data for the procurement of Non-Consultancy Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
		A. Introduction
1.	1.1	**Name of Procuring Agency:** *Jamshoro Power Company Limited (JPCL), a company incorporated and existing under the laws of the Islamic Republic of Pakistan, having its principal place of business at Mohra Jabal, Dadu Road, Jamshoro, Pakistan* **The subject of procurement is:** Procurement of Long-term Transportation Services on "Aggregate Charges Rs. /Ton Basis" for Transportation of Coal from X-Mines Loading Point in Thar to 660MW, CFPP Jamshoro in compliance with Environmental Guidelines for the period of one year. **Period for Provision of Services:** One year (12 months) "on-need-basis; as & when required" from date of issuance of first Notice to Lift (NTL) which will be issued on an appropriate time after signing of contract agreement **Expected commencement date for Provision of Transportation Services:** Upon notice to Lift (NTL)
2.	2.1	**Financial year for the operations of the Procuring Agency:** FY 2026-27 Identification Number: TNCB-32/LTCTS/CFPP/JPCL/2026

Bidding documents

3.	5.1	The Bidders may seek clarifications through EPADS
4.	5.5	Pre-bid meeting shall be convened on [date, time and physical venue / digital platform]. **NOT APPLICABLE**
5.	6.2	Any addendum, in case issued, shall be published on procuring agency website www.jpcl.com.pk and on EPADS **www.eprocure.gov.pk**

6.	**8.1**	Following documents shall be submitted along with bidding documents: • a) Covering Letter • Bid Security in Original. Scanned copy uploaded on EPADS and Original submitted with Procuring Agency within submission deadlines. • One sealed hard copy of Bidding Document for ease of evaluation and reference & record • Power of Attorney, if any • Documents establishing bidder's Eligibility and Qualification information. • Documents establishing conformity of work to the bidding documents
7.	**9.3**	The qualification criteria to establish the supply / production capability of the bidder. *Procuring agency has specified the desired qualification criteria considering procurement requirements as per Section-V Schedule of Requirement*

B. Preparation of Bids

8.	**11.5**	The price shall be 50% fixed, 50% variable with HSD price with reference to Base Price on Bid Opening Date
9.	**12.1**	Currency of the Bids shall be PKR
10.	**13.1**	The Bid Validity period shall be 90days from opening of bid.

11.	**14.1**	The amount of Bid Security shall be lumpsum at Rs. one million
12.	**14.1**	The Bid Security shall be in the form of: CDR/Pay Order/ Bank Guarantee
13.	**14.6**	The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 90 days so the bid security shall be valid for 90+28 = 118 days.
14.	**15.1**	Alternative Bids to the requirements of the bidding documents **will not be permitted**.

C. Submission of Bids

15.	**18.1**	Bid shall be submitted online on EPADS whereas hardcopy should be submitted to the following ; Manager Procurement, 2nd Floor, Main Admin Building, TPS Jamshoro Bids that are not submitted on EPADS shall be disqualified. The deadline for Bids submission is a) Day: *Thursday* b) Date*: 16-07-2026* c) Time*: 1100Hrs*.

D.Opening and Evaluation of Bids

16.	**19.1**	The Bids opening shall take place at: JPCL Conference Room, 1st Floor Mani Admin Building, TPS Jamshoro Day*: Thursday* Date:16-07-2026 Time *:1130Hrs.*
17.	**25 & 26.1**	Bids shall be evaluated in accordance with the method and procedure prescribed under **Section-V** of bidding document.
18.	**30.1**	Procuring agency may increase or decrease the quantity up to (specify the percentage) *more/less than 15% of the quantity specified in the bidding document.*
	F. Award of Contract	
19.	**33.1**	The Performance guarantee shall be lumpsum 10Million in PKR. The Performance Guarantee shall be acceptable in the form of TT in JPCL account/Pay Order/Bank Guarantee etc.

20.	35.1	Arbitrator shall be appointed by mutual consent of both parties.

G. Review of Procurement Decisions

21.	37	Grievance shall be submitted on the dedicated module of EPADS

SECTION IV. ELIGIBLE COUNTRIES

All the Bidders 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

SECTION V: EVALUATION CRITERIA, TECHNICAL SPECIFICATIONS & SCHEDULE OF REQUIREMENTS

Evaluation Criteria

Qualification Criteria

It is the legal entity or entities comprising the Transporter/Service Provider, and not the Transporter/Service 's parent companies, subsidiaries, or affiliates, that must satisfy the qualification criteria described below;

1. Financial Situation:

Sr, No.	Qualification Criteria	Requirements	Remarks	Max Marks
1.	Financial Capabilities	The audited balance sheets or other financial statements acceptable to JPCL for the last three (3) years shall be submitted and must demonstrate the current soundness of the Transporter's financial position and indicate its prospective long-term profitability.	Fill Form No. 10 Attach Documentary Evidence (Audited Accounts Statement)	10
2.	Average Annual Turnover	Average annual turnover (Average Annual Sales Revenue) of PKR 10,000,000/- (Pak Rupees Ten Million only), calculated as total certified payments received for contracts in progress and/or completed during the last three years.	Fill Form No. 11 Attach Documentary Evidence (Audited Accounts Statement)	10
3.	Current Commitments	The Transporter including each joint venture member, (in case the transporter is a joint venture) shall also demonstrate, to the satisfaction of JPCL, that it has adequate financial resources to meet the cash flow requirements of contracts currently in progress and for future contract commitments.	Fill Form No. 10 Attach Documentary Evidence (Audited Accounts Statement)	10
			Total Marks	**30**

Note: All financial requirements must be supported by valid documentary evidence. False, materially inaccurate or incomplete documents may result in disqualification of the Transporter/Service Provider.

2. Relevant Experience and Performance:

Sr. No.	Qualification Criteria	Requirement	Remarks	Max Marks
1.	General Experience	Experience in providing services for transportation of coal or relevant similar nature works performed ≥5 years' experience — 10 >3–5 years' experience — 6 1-3 years' experience — 4 Less than 1 year — 0	Fill Form No. 12 Attach Documentary Evidence (Experience Certificates)	10
2.	Specific Experience	Documentary evidence of the Transporter /Service Provider's capability to perform the Contract(s) of coal transportation by road from Coal Mines/PIBT to Coal Power Plants/Industrial Units observing environmental standards. Completion of **at least 2 similar contracts** with certificates	Fill Form No. 13 Attach Documentary Evidence (Experience Certificates)	10
3.	Past Performance	The Transporter/Service Provider shall demonstrate, to the satisfaction of JPCL, that it has provided transportation services to the entire satisfaction of at least, one Company in Power Sector or Similar Sectors during last three (03) years.	Attach References or Certificates or Satisfactory performance certificates etc.	10
4.	Manpower and Machinery Resources	The Transporter/Service Provider should have adequate resources to meet minimum requirements to execute the project successfully. Manpower Strength: 20-25 persons Hydraulic Dumpers: 20-30	Fill Form No. 14 (Personnel and Equipments/ *Special Vehicle* Details)	10
5.	Infrastructure and transportation plan	The Transporter must have backup provisions of transport required for timely and efficiently transportation of coal to maintain the optimum level of coal inventory. 24/7 operational readiness with shift plan & GPS tracking	Undertaking on letterhead	10
			Total Marks	**50**

Note: All experience requirements must be supported by valid documentary evidence. False, materially inaccurate or incomplete documents may result in disqualification of the Transporter/Service Provider.

3. **Environmental & Safety Compliance**

Sr. No.	Qualification Criteria	Requirement	Remarks	Max Marks
1.	Valid environmental NOC/Road permits/clearance	NOC of SEPA/Transport authority etc.	Must provide	10
2.	Use of PPEs, spill kits, and trained staff Dust suppression, covered transport and safe unloading Compliance with EPA regulations	Undertaking on letterhead that the firm observes safety code	Must provide	10
			Total Marks	**20**
			Grand Total Marks (1+2+3)	**100**

Securing minimum marks in each category (3) is mandatory and passing marks are required 70 out of 100 to qualify.

MANDATORY LEGAL REQUIREMENTS

Legal Requirements	Status
On Active Taxpayers List of FBR and SRB	Mandatory
Sindh Sales Tax Registration Certificate of SRB	Mandatory
NTN Registration Certificate	Mandatory
Firm is not Blacklisted undertaking on notarized paper	Mandatory
Bid Validity as per BDS i.e. 90 days	Mandatory
Sindh Environmental Protection Agency (SEPA) NOC/Registration	Mandatory
Bid security CDR (Original), Pay Order/unconditional Bank Guarantee enforceable in Pakistan must be furnished to PA before the bid submission time and scanned copy must be uploaded on EPADS	Mandatory
NOTE: Any firm which is not able to furnish mandatory document will be considered disqualified	
Total Technical Marks	100
Overall Qualification Marks	70

Evaluation Techniques

Least Cost Based Selection (LCBS)

After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory requirements and/or requisite quality threshold (70%), shall be evaluated for Technical Proposal and having lowest evaluated cost (or financial proposal) shall be considered highest ranked bid (The most Advantageous Bid)

Assessment of adequacy of Technical Proposal with Requirements

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize Hydraulic Dumpers and personnel for contract consistent with its proposal stipulated in Section-V "Works Requirements".

Award Criteria:

Bidders are required to submit a proposal for the entire services as a package "Rs/MT" inclusive of all expenses; taxes, duties and toll tax etc. The evaluation of bids will be conducted for whole package. The contract will be awarded to the Bidder offering the most advantageous bid to the Procuring agency/Employer for whole package, subject to the selected Bidder meeting the required eligibility and qualification criteria.

Evaluation Process

(a) Technical Evaluation

The bids will be evaluated for technical responsiveness, eligibility and qualifications threshold. The bidder whose bid is in Conformance to specifications for all items in the package. The evaluation will also include an assessment of the Bidder's capacity to meet the following aggregated requirements as presented in the bid: "Qualification Criteria"

The bids that fail to meet technical criteria for any item will be disqualified

(b) Financial Evaluation

The technically qualified bids will only be Evaluated.

The evaluation will focus on the combined total cost and any discounts or adjustments offered by bidders for the services.

Lowest Evaluated Bidder Selection

The bids will be evaluated on "Least Cost Based Selection (LCBS) Technique. The contract award will be to the bidder, offering the lowest evaluated cost for the entire package, provided the bid meets all other requirements of eligibility, technical responsiveness and qualifications.

SCHEDULE OF REQUIREMENTS (SOR)

(To form an integral part of the Coal Transportation Agreement between JPCL and Transporter)

1. Contract Quantity & Delivery Requirements

1.1 Total Contract Quantity General Information

Sr. No.	Requirement	Description
1.1	Consignee	Jamshoro Power Company Limited (JPCL), Jamshoro
1.2	Consignor	SSRL (Block-I) / SECMC (Block-II)
1.3	Material	Thar Lignite Coal
1.4	Estimated Quantity	700,000 MT (or as mutually revised from time to time as per plant requirement)
1.5	Batch Size	10,000 MT per batch
1.6	Daily Minimum Lifting	1,000~2,000 MT/day depending upon inventory requirement
1.7	Truck Capacity	> 30 MT per truck
1.8	Truck Type	Hydraulic lever for ease of unloading
1.9	Contract Duration	**36 months** since commencement (date of first Notice to Lift)/Completion of project whichever earlier
1.10	Method of operation	Project will be executed "on-need-basis; as & when required" by serving Notice to Lift (NTL)

2. Scope of Work

Sr. No.	Description of Requirement	Responsibility
2.1	Transportation of Thar Coal from SSRL/SECMC mine to JPCL	Transporter
2.2	Coordination for loading operations	Transporter + Consignee
2.3	Loading of coal at mine	SSRL/SECMC
2.4	Safe, secure, environmentally compliant transportation	Transporter
2.5	Roadworthy vehicles, valid driver licenses	Transporter
2.6	Covered trucks/tarpaulin mandatory	Transporter
2.7	Daily movement updates	Transporter
2.8	Maintenance of complete logistics records	Transporter
2.9	Unloading responsibility	Transporter
2.10	Unloading coordination	JPCL

3. Delivery & Dispatch Requirements

Sr. No.	Description	Requirement
3.1	Daily minimum dispatch	1,000~2,000 MT/day
3.2	Notice to Lift (NTL)	JPCL shall issue **Notice to Lift (NTL)** at least 5 **days** before commencement of lifting for each cycle/batch.

3.3	Loading operations	7am to 6pm by SSRL/SECMC Thar Block-I/or II/as per security protocol
3.4	Loading documentation	Joint signatures by JPCL/Transporter–SSRL/SECMC
3.5	Expected travel time	Max 12 hours from mine to JPCL
3.6	Late arrival (>24hrs)	Conditional acceptance + penalty
3.7	Daily Dispatch Report	As per Table-1 within 24 hours
3.8	Compiled Batch Report	Within 3 days of Delivery Order **(**DO) completion
3.9	Zero tolerance	No unauthorized transshipment or dumping

Table-1: Daily Dispatch Report Format

Sr. No	Date of Dispatch	Truck No.	TP No.	Destination	Net Quantity (MT)

4. Transporter's Operational Requirements

4.1 Fleet & Logistics

The Transporter shall:

1. Provide **roadworthy hydraulic trucks/trailers**, each with **>30 MT** carrying capacity.
2. Ensure all trucks are:
    - Fully covered with **tarpaulin**
    - Equipped with proper lighting, reverse horn, mirrors, and valid number plates
3. Ensure all **drivers possess valid HTV licenses**; helpers/cleaners must not drive.
4. Share truck list and registration numbers **one working day in advance** with JPCL.
5. Ensure trucks report to JPCL **within 12 hours** of dispatch from mine.

4.2 Coordination & Reporting

Transporter must:

- Coordinate with **SSRL/SECMC** for loading activities.
- Maintain **daily movement reports** with TP, DO, and weighment slips.
- Provide a **Daily Dispatch Report** (as per Table–1) within 24 hours of dispatch.
- Submit **Compiled Dispatch Report** within 3 days after completion of each DO of 10,000MT

Table–1: Daily Dispatch Report Format

Sr. No	Date of Dispatch	Truck No.	TP No.	Destination	Net Quantity (MT)

5. Loading, Transit & Unloading Requirements

5.1 Loading

- SSRL/SECMC responsible for loading using 7am to 6pm operation.

- Tare & Gross Weighment at x-mines mandatory; documented in **Loading Record Sheet**.
- Signatures of JPCL/**Transporter and SSRL/SECMC** representatives required.

5.2 Transit

The Transporter shall:

- Bear **all transit risks** including theft, pilferage, fire, spillage, or accident.
- Arrange **insurance coverage** for coal during transit or undertakes full responsibility.
- Avoid **transshipment** unless pre-approved by JPCL due to emergency/breakdown.
- File FIR within **3 days** in case of missing trucks.

5.3 Unloading

- Trucks must unload coal only at **designated JPCL areas**.
- Unauthorized dumping results in penalties.
- Tailboard is closed only by JPCL-appointed O&M agency.

6. Environmental & Safety Requirements

6.1 Environmental Compliance

Transporters must comply with:

- **SEPA guidelines**
- Federal and provincial environmental / transportation laws
- Use of **covered trucks**, no spillage, reduced dust emissions
- Penalties apply for violations, recoverable from bills/security deposits.

6.2 Safety Requirements

- PPE (shoes, helmet, goggles, masks, etc.) mandatory for all personnel.
- Truck speed within JPCL premises: **≤20 km/hr**.
- No overloading, no spillage en-route.
- Trucks must be insured/All risk vests with transporter
- Any accident/fatality penalties apply as per JPCL policy.

7. Quality & Quantity Requirements

7.1 Allowable Shortage

Shortage	Treatment
≤ 50 kg per truck	Ignored (not treated as shortage)
> 50 kg	Actual shortage deducted

7.2 Quality (GCV & Moisture) Parameters

- GCV & Moisture measured on **As-Received Basis (ARB)**.
- JPCL's third-party lab results are final.
- LDs applied based on deviation from mine-measured GCV and Moisture (as per contract tables).

8. Delivery Timeline Requirements

Requirement	Standard
Reporting time	Within **12 hours** of loading
Max allowable delay	**24 hours**; beyond this, truck may be conditionally accepted
Delivery within DO validity	Mandatory

9. Documentation Requirements

Transporter must submit:

1. Transit Pass (TP)
2. Mine weighbridge slip
3. JPCL weighbridge slip
4. Gate Pass
5. Loading Record Sheet
6. Delivery Order compliance report
7. Daily/Weekly Dispatch Reports
8. FIR (if required)

Any incorrect/mismatched documentation attracts penalties.

10. Performance Standards & Penalties

10.1 Minimum Performance

- Daily minimum lifting: **1000~2,000 MT**
- Batch-wise performance: **10,000 MT per batch**

10.2 Penalties

Penalties apply for:

- Shortage beyond tolerance
- Transit delays
- Quality deterioration
- Environmental violations
- Safety violations
- Mismatched documentation
- Use of blacklisted trucks

- Unapproved transshipment
- Failure to meet daily lifting rate (1,000~2,000 MT)

10.3 Liquidated Damages

LDs apply for:

- GCV reduction
- Moisture increase
- Transportation shortfall (batch-wise %)

(As per detailed LD tables in the Agreement.)

11. Completion Requirements

Transporter shall be considered compliant only upon:

- Full delivery of assigned coal quantity
- Submission of complete documentation
- Settlement of shortages, penalties, and LDs
- Compliance with safety & environmental obligations

JPCL reserves the right to:

- Curtail quantities
- Appoint additional transporters
- Terminate contract for non-performance

1. SECTION VI: BIDS FORMS Letter of Technical Proposal – Technical Proposal Submission Sheet
2. Letter of Bid - Financial Proposal Submission Sheet
3. Service provider Information Form
4. Service provider's JV Members Information Form
5. Price Schedule Form
6. Form of Bid Security
7. Blacklisting
8. Pending Litigation
9. Undertaking of Eligibility
10. Power of Attorney
11. Financial Situation
12. Average Annual Turnover
13. General Experience
14. Specific Experience
15. Personnel and Specialized Vehicle Details

1. Letter of Technical Proposal

(Technical Proposal Submission Sheet)

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT *Place this Letter of Proposal in the first envelope "TECHNICAL PROPOSAL".* *The Bidder must prepare the Letter of Proposal on stationery with its letterhead clearly showing the Bidder's complete name and business address.* *Note: All italicized text in black font is to help Service Provider in preparing this form and Bidders shall delete it from the final document.*

Date of this Proposal submission: 16-07-2026 at 1100 Hrs
RFP No.: [Single Stage One Envelope Procedure]
Request for Proposal No.: **TNCB-32/LTCTS/660MW/JPCL/2026**

To: [Jamshoro Power Company Limited]

We, the undersigned Service provider, hereby submit our Proposal, in two parts, namely:

(a) the Technical Proposal, and
(b) the Financial Proposal.

In submitting our Proposal, we make the following declarations:

(a) **No reservations:** We have examined and have no reservations to the RFP document, including addenda issued in accordance with Instructions to Service providers (ITSP 8);

(b) **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITSP 3;

(c) **Proposal-Securing Declaration**: We have not been suspended nor declared ineligible by the Procuring Agency based on execution of a Proposal Securing Declaration or Proposal Securing Declaration in the Procuring Agency's country in accordance with ITSP 17; Conformity: We offer to supply in conformity with the RFP document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Services:,

Procurement of Transportation Services on "Aggregate Charges Rs. /Ton Basis" for Transportation of Coal from X-Mines Loading Point in Thar to 660MW, CFPP Jamshoro in compliance with Environmental Guidelines

(d) **Proposal Validity Period**: Our Proposal shall be valid for the period specified in PDS 16.1 (as amended, if applicable) from the date fixed for the Proposal submission deadline specified in PDS 11 (as amended, if applicable), and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;

(e) **Performance Security**: If our Proposal is accepted, we commit to obtain a performance security in accordance with the RFP document;

(f) **One Proposal per Service provider**: We are not submitting any other Proposal(s) as an individual Service provider, and we are not participating in any other Proposal(s) as a Joint Venture member or as a subcontractor, and meet the requirements, other than Alternative Proposals submitted in accordance with ITSP 18;

(g) **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring Agency. Further, we are not ineligible under Pakistan laws;

(h) **State-owned enterprise or institution**: [*We are not a state-owned enterprise or institution*];

(i) **Binding Contract**: We understand that this Proposal, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(j) **Not Bound to Accept**: We understand that you are not bound to accept the Most Advantageous Proposal or any other Proposal that you may receive; and

(k) **Fraud and Corruption**: We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

Name of the Service provider: *[*insert complete name of Service provider*]

Name of the person duly authorized to sign the Proposal on behalf of the Service provider: ** [*insert complete name of person duly authorized to sign the Proposal*]

Title of the person signing the Proposal: [*insert complete title of the person signing the Proposal*]

Signature of the person named above: [*insert signature of person whose name and capacity are shown above*]

Date signed [*insert date of signing*] **day of** [*insert month*], [*insert year*]

*****: In the case of the Proposal submitted by a Joint Venture, specify the name of the Joint Venture as Service provider.

**: Person signing the Proposal shall have the power of attorney given by the Service provider. The power of attorney shall be attached with the Proposal Schedules.

2. Financial Proposal Submission Sheet

Date:____________________________

RFP No.: TNCB-32/LTCTS/660MW/JPCL/2026
To: Jamshoro Power Company Limited

We, the undersigned, declare that:

(a) We have examined and have no reservations to the RFP document,

(b) We offer to provide Long-term Transportation Services on " ***"aggregate Charge Rs. /Ton Basis***" in conformity with the RFP document and in accordance with the delivery schedule specified in the Schedule of Requirements, the following Services:

"Transportation Services on "Aggregate Charges Rs. xxx/Ton" for Transportation of Coal from X-Mines Loading Point in Thar to 660MW, CFPP Jamshoro in compliance with Environmental Guidelines

(c) Our Proposal shall be valid for a period of **90** days from the date fixed for the proposal submission deadline in accordance with the RFP document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(d) If our Proposal is accepted, we commit to obtain a Performance Guarantee in the lump sum amount of Rs. Ten Million for the due performance of the Contract;

(e) We are not participating, as Service providers, in more than one Proposal in this bidding process, other than alternative offers in accordance with the RFP document;

(f) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by any Government, public sector, bilateral, multilateral agency in Pakistan

Name ____

In the capacity of ____

Signed ____

Duly authorized to sign the Proposal for and on behalf of ______________________

Date ____

[Follwed By Letetr of financial proposal]

.3. Letter of Financial Proposal

INSTRUCTIONS TO PROPOSALERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT *Place this Letter of Financial Proposal in the second envelope marked "FINANCIAL PROPOSAL".* *The Service Provider must prepare the Letter of Financial Proposal on stationery with its letterhead clearly showing the Service Provider's complete name and business address.* *Note: All italicized text is to help Service Provider in preparing this form.*

Date of this Proposal submission:

No.: **TNCB-32/LTCTS/660MW/JPCL/2026**

(Single Stage One Envelope Procedure)

Name of Project.: "Procurement of Long-term Transportation Services on "Aggregate Charges Rs. /Ton Basis" for Transportation of Coal from X-Mines Loading Point in Thar to 660MW, CFPP Jamshoro in compliance with Environmental Guidelines"

To: Jamshoro Power Company Limited

We, the undersigned Service provider, hereby submit the second part of our Proposal, the Financial Proposal In submitting our Financial Proposal, we make the following additional declarations:

(a) **Proposal Validity Period**: Our Proposal shall be valid for the period specified in PDS 8 (as amended, if applicable) from the date fixed for the Proposal submission deadline specified in PDS 16 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) **Total Price:** The total price of our Proposal, excluding any discounts offered in item (c) below is:

In case of only one lot, the total price of the Proposal is [*insert the total price of the Proposal in words and figures, indicating the various amounts and the respective currencies*];

In case of multiple lots, the total price of each lot is [*insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies*];

In case of multiple lots, total price of all lots (sum of all lots) [*insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies*];

(c) **Discounts:** The discounts offered and the methodology for their application are:

(i) The discounts offered are: [*Specify in detail each discount offered*]

(ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];

(d) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: [*insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*].

(e)

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

(f) **Binding Contract:** We understand that this Proposal, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Service provider: *[*insert complete name of the Service provider*]

Name of the person duly authorized to sign the Proposal on behalf of the Service provider: ** [*insert complete name of person duly authorized to sign the Proposal*]

Title of the person signing the Proposal: [*insert complete title of the person signing the Proposal*]

Signature of the person named above: [*insert signature of person whose name and capacity are shown above*]

Date signed [*insert date of signing*] **day of** [*insert month*], [*insert year*]

*****: In the case of the Proposal submitted by a Joint Venture specify the name of the Joint Venture as Service provider.

**: Person signing the Proposal shall have the power of attorney given by the Service provider. The power of attorney shall be attached with the Proposal Schedules.

4. Service provider Information Form

[The Service provider shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]
Date: *[insert date (as day, month and year) of Proposal submission*]

No.: *[insert number of Bidding process]*

Alternative No.: *[insert identification No if this is a Proposal for an alternative]*

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1. Service provider's Name *[insert Service provider's legal name]*
2. In case of JV, legal name of each member: *[insert legal name of each member in JV]*
3. Service provider's actual or intended country of registration: *[insert actual or intended country of registration]*
4. Service provider's year of registration: *[insert Service provider's year of registration]*
5. Service provider's Address in country of registration: *[insert Service provider's legal address in country of registration]*
6. Service provider's Authorized Representative Information Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]* Email Address: *[insert Authorized Representative's email address]* 7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITSP 3. ☐ Establishing that the Service provider is not under the supervision of the Procuring Agency ☐ 8. Included the list of beneficiaries.

5.Service provider's JV Members Information Form

[The Service provider shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Service provider and for each member of a Joint Venture]].

Date: *[insert date (as day, month and year) of Proposal submission*]

RFB No.: *[insert number of RFB process]*

Alternative No.: *[insert identification No if this is a Proposal for an alternative]*

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1. Service provider's Name: *[insert Service provider's legal name]*
2. Service provider's JV Member's name: *[insert JV's Member legal name]*
3. Service provider's JV Member's country of registration: *[insert JV's Member country of registration]*
4. Service provider's JV Member's year of registration: *[insert JV's Member year of registration]*
5. Service provider's JV Member's legal address in country of registration: *[insert JV's Member legal address in country of registration]*
6. Service provider's JV Member's authorized representative information Name: *[insert name of JV's Member authorized representative]* Address: *[insert address of JV's Member authorized representative]* Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Member authorized representative]* Email Address: *[insert email address of JV's Member authorized representative]* 7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITSP 3. 8. Included are the beneficial ownership.

6. Price Schedule Forms

[The Service provider shall fill in Price Schedule Forms in accordance with the instructions indicated.]

Transportation Services on "Aggregate Charges Rs. /Ton Basis" for Transportation of Coal from X-Mines Loading Point in Thar to 660MW, CFPP Jamshoro in compliance with Environmental Guidelines

The estimated quantity of coal may be transported 700,000 **Metric Tons** during a year. The quantity may vary depending upon operational requirement of the plant. The quoted rates shall be valid and applicable throughout the year (50% fixed , 50% variable with variation in HSD Ogra notified price with reference to Base Price of Bid Opening Date)

S. No.	Item Description	Unit	Rate (Rs.)
1	The **Transportation of lignite coal from:** • **Sindh Engro Coal Mining Company (SECMC) – Block II, or** • **Sindh Sino Resources Ltd. (SSRL) – Block I,** **to 660 MW Coal-Fired Power Plant, Jamshoro (CFPP Jamshoro), including:** • **Loading at mine-mouth stockyard** • **Weighment at origin and destination** • **Transportation via hydraulic covered trucks** • **Unloading at CFPP Jamshoro coal yard** • **Compliance with safety, environmental, and regulatory requirements** **Price Bid** (50% fixed , 50% variable with variation in HSD Ogra notified price with reference to Base Price of Bid Opening Date) The bidder shall quote a single aggregate rate (Rs/MT) covering the entire transportation cycle, inclusive of all costs, taxes, duties, tolls, overheads, and profit.	Metric Ton	
	Total Rs.		
	Applicable Sindh Sales Tax (SST) @15%		
	Grand Total Rs.		

Escalation / Price Adjustment

The quoted rates shall be subject to price adjustment, with 50% treated as a fixed component and the remaining 50% treated as a variable component, which shall be adjusted based on the change in High-Speed Diesel (HSD) fuel price from the Base HSD Price.

Authorized Signatory: ___________________________

Name & Designation: ___________________________

Company Seal: ___________________________

Date: ___________________________

7. Form of Bid Security

(Bank Guarantee)

[will not filled/submitted in case of Submission of Bid Security CDR/ Pay order]

[insert Bank's Name, and Address of Issuing Branch or Office] **Beneficiary:** ***[insert Name and Address of Purchaser]***

Date: ***[insert date]***

Bid GUARANTEE No.: ***[insert number]***

We have been informed that ***[insert name of the Service provider]*** (hereinafter called "the Service Provider") has submitted to you its proposal dated ***[insert date]*** (hereinafter called "the Proposal") for the execution of [Long-term Transportation Services on "Aggregate Charges Rs. /Ton Basis" for Transportation of Coal from X-Mines Loading Point in Thar to 660MW, CFPP Jamshoro in compliance with Environmental Guidelines for the period of one year]

Furthermore, we understand that, according to your conditions, proposals must be supported by a Bid Guarantee.

At the request of the Service provider, we ***[insert name of Bank]*** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ***[insert amount in figures] [insert amount in words]*** upon receipt by us of your first demand in writing accompanied by a written statement stating that the Service provider is in breach of its obligation(s) under the proposal conditions, because the Service provider:

(a) has withdrawn its Proposal during the period of Bid validity specified by the Service provider in the Form of Proposal; or

(b) having been notified of the acceptance of its Proposal by the *Purchaser* during the period of proposal validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Guarantee, in accordance with the ITSP 42

This guarantee will expire: (a) if the Service Provider is the successful Service Provider, upon our receipt of copies of the contract signed by the Service Provider and the Performance Guarantee issued to you upon the instruction of the Service Provider; and (b) if the Service Provider is not the successful Service Provider, upon the earlier of (i) our receipt of a copy your notification to the Service Provider of the name of the successful Service Provider; or (ii) twenty-eight days after the expiration of the Service Provider's proposal.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

Name ____

In the capacity of ____

Signed ____

Duly authorized to sign the Bid Security for and on behalf of ________________________

Date______________

____

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

8. Blacklisting

Undertaking of Eligibility / Non-Blacklisting

(To be printed on e-Stamp Paper of PKR 200/-)

Jamshoro Power Company Limited
Mohra Jabal, Dadu Road, Jamshoro, Sindh, Pakistan. Date: _

We, [*name of the Bidder*] ______ registered under incorporation / registration number [•] under the laws of [•], (the "**Bidder**"), do hereby solemnly declare and submit this undertaking of eligibility that we have not been blacklisted by the Government of Pakistan as of the date of the submission of the Bid.

We also solemnly declare that that we have not been declared ineligible/blacklisted by any Governmental/Semi-Governmental agency/department including any of its employer(s) /client(s) till date due to the reasons including but not limited to corrupt practices influencing the Procuring Agency in evaluation of the Bids or contract award decisions etc.

We also solemnly declare that we will continue to be eligible for the Bidding for this Plant in accordance with the Bidding Documents and shall notify the Procuring Agency immediately, in writing, of any change in the structure, formation, personnel or qualifications reflected in our Bid for Bidding that could affect our eligibility under the Bidding Document.

We acknowledge and accept that failure to notify the Procuring Agency of such changes in a timely manner may result in disqualification at any point in time.
We also understand that all capitalized but undefined terms shall have the meaning given to such terms under the Bidding Documents **TNCB-32/LTCTS/660MW/JPCL/2026**

Very truly yours,

[*Name of authorized signatory*] [*Signature of authorized signatory*]

Witnesses

1	Signature	_ ______	**2**	Signature	_ ______
	Name:	_ ______		Name:	_ ______
	Address:	_ ______		Address:	_ ______
	CNIC/Passport No.	_ ______		CNIC/Passport No.	_ ______

Note: *In the event that a Bidder is a consortium or a JV, each partner is required to submit a separate undertaking*

9. Pending Litigation

Bidder's Legal Name: Date…………………..

Each Bidder must fill in this form

Pending Litigation			
1. No pending litigation 2. Pending litigation as indicated below			
Year	**Matter in Dispute**	**Value of Pending Claim in PKR**	**Value of Pending Claim as a Percentage of Net Worth**

10. Undertaking of Eligibility

(To be printed on Stamp Paper of PKR 200/-)

Jamshoro Power Company Limited
Mohra Jabal, Dadu Road, Jamshoro, Sindh, Pakistan. Date: _

We________________________registered under incorporation/registration number [•] under the laws of [•], (the "**Bidder**"), do hereby solemnly declare and submit this undertaking of eligibility that we have not been blacklisted by the Government of Pakistan as of the date of the submission of the Proposal.
We also solemnly declare that we continue to be eligible for the Bidding for this Plant in accordance with the RFP Documents and shall notify the Procuring Agency immediately, in writing, of any change in the structure, formation, personnel or qualifications reflected in our Bid for Bidding that could affect our eligibility under the Bidding Document.

We acknowledge and accept that failure to notify the Procuring Agency of such changes in a timely manner may result in disqualification at any point in time.
We also understand that all capitalized but undefined terms shall have the meaning given to such terms under the RFP Documents No. **TNCB-32/LTCTS/660MW/JPCL/2026**

Very truly yours,

[*Name of authorized signatory*] [*Signature of authorized signatory*]

Witnesses

1	Signature	______________	**2**	Signature	______________
	Name:	______________		Name:	______________
	Address:	______________		Address:	______________
	CNIC/Passport No.	______________		CNIC/Passport No.	______________

Note: *In the event that a Bidder is a consortium or a JV, each partner is required to submit a separate undertaking.*

11. Power of Attorney

[on PKR 200/- Stamp Paper duly notarized]

KNOWN BY ALL THAT by this Power of Attorney [*insert name of Service Provider*] (the "**Service Provider Company**") having its head office situated at [•], does hereby nominate, appoint & authorize Mr. [•] S/o Mr. [•] and Mr. [•] S/o Mr. [•] (both of whose specimen signatures are appended below), on behalf of the Bidder Company, hereinafter referred to as the attorney, to sign the Proposal, the ancillary documents, the Acceptance of Notice of Award and the Contract for **Inland Transportation Services on "aggregate charges Rupees/Ton basis" for** Transportation of Coal from X-Mines Loading Point in Thar to 660MW, CFPP Jamshoro in compliance with Environmental Guidelines for the period of one year.

(if awarded the Notice of Award) and to act for and on behalf of the Bidder Company and to bind the Service Provider Company in relation to the bidding process and all ancillary documents, instruments and evidences submitted pursuant thereto.

The Bidder Company does hereby ratify & confirm whatever the attorney shall do by virtue of these presents.

Specimen signature of Mr. [*name of the nominee*]

Specimen signature of Mr. [*name of the nominee*]

____

Signature & Name
Designation of authorizing authority:
Company:

Witnesses

1	Signature	______________	**2**	Signature	______________
	Name:	______________		Name:	______________
	Address:	______________		Address:	______________
	CNIC/Passport No.	______________		CNIC/Passport No.	______________

Note: *In the event that a Service Provider is a consortium or a JV, each partner is required to submit a separate power of attorney.*

12. Financial Situation

Service Provider /Bidder's Legal Name: ....
Date: ....
must fill in this form

Financial Data for Previous 3 Years (in PKR)			
	Year 1:	Year 2:	Year 3:
Information from Balance Sheet			
Total Assets (a)			
Total Liabilities (b)			
Net Worth (a-b)			
Current Assets (c)			
Current Liabilities (d)			
Working Capital (c-d)			
Information from Income Statement			
Total Revenues			
Profits Before Taxes			
Profits After Taxes			

Note 1: Attached are copies of financial statements in English language in the name of Bidder i.e., balance sheets including all related notes, and income statements for the last three (03) years, as indicated above, complying with the following conditions.

1. All such documents reflect the financial situation of the Bidder. All such documents reflect the financial situation of the Bidder.

2. Historic financial statements must be verified by the auditors of the Bidder.

3. Historic financial statements must be complete, including all notes to the financial statements.

4. The financial information reflected above should be consistent with the corresponding information reported in the Financial Statements.

5. Historic financial statements must correspond to accounting periods already completed (no statements for partial periods shall be requested or accepted).
6. Soft copies of these financial statements in the form of CD/USB together with respective hard copies shall be provided.

Note 2: *If Bidder is part of a Group of Companies, please provide the Detailed Group Structure indicating, among other details (like shareholding %age, legal status and name of all companies/entities, common directorship, if any, etc.) the Ultimate Parent*

13. Average Annual Turnover

Bidder's Legal Name: ....
Date: ....
Each Bidder must fill in this form

	Annual Turnover Data for the Last Three (03)- Years	
Year	Amount Currency	
	Average Annual Turnover	

The information supplied should be the Annual Turnover of the Bidder in terms of the amounts recognized for each year. This should be consistent with the amounts reported in the financial statements.

14. General Experience

Bidder's Legal Name: ....

Date: ....

Consortium/ JV Partner Legal Name: …………………………………..

Fill up the summary sheet form to provide summary of contracts**.**

Sr. No	Name of Project	Location of project	Name of Employer/ Client	Transportation of Coal in MT Or Similar Services	Type of Service Lifting on ***"aggregate Charge Basis*** /Purchase or other (name of product)	Contract Award Date	Contract End Date

15. Specific Experience

1. Bidder's Legal Name: ....

2. Date: ....

3. Consortium/ JV Partner Legal Name: …………………………………..

Fill up the summary sheet for to provide summary of contracts**.**

Sr. No#	Name of Project	Location of project	Name of Employer/ Client	Transportation of Coal B in MT	Contract Award Date	Contract End Date

16. Personnel and Specialized Vehicles' Details

1. **Proposed Personnel:**

(Service provider should provide the details of the proposed personnel and their experience record in the relevant Information)

S. No	*Name*	*Title of Position*	*Qualification*	*Experience (period)*	*Nature of experience*

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

2. **Specialized Vehicles/Transport Fleet**

The Service provider shall provide adequate information and details to demonstrate clearly that it has the capability to meet the transport requirements using the Forms below.

S. No	*Specialized Vehicle Name*	Model and power rating	**Capacity**	**Year of manufacture**	**Indicate source *(owned/rented/leased/specially manufactured)***

SECTION VII: GENERAL CONDITIONS OF CONTRACT

A. General	
1. Definitions	1.1 Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated (a) "Applicable Law" means the laws and any other instruments having the force of law in the Government's Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time; (b) "The Contract" means an agreement enforceable by law; (c) "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations; (d) "The Services" means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor's Bid; (e) "Ancillary Services" means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract; (f) "GCC" means the General Conditions of Contract contained in this section; (g) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented; (h) "Day" means calendar day unless indicated otherwise; (i) "Effective Date" means the date on which this Contract comes into force and effect; (j) "The Contractor" means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency; (k) "The Project Site," where applicable, means the place or places named in Bid Data Sheet and technical Specifications; (l) "Government" means the Government of Pakistan; (m) "Local Currency" means the currency of Pakistan; (n) "In Writing" means communicated in written form with proof of receipt;

	(o) "Completion Date" means the date of completion of the Services by the Contractor as certified by the Procuring Agency; (p) "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency; (q) "Party" means the Procuring Agency or the Contractor, as the case may be, and "Parties" means both of them; (r) "Service" means any object of procurement other than goods or works; (s) "Subcontractor" means any entity to which the Bidder subcontracts any part of the Services.
2. Applicable Law	2.1 The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.
3. Language	3.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractorand the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
4. Notices	4.1 Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.
5. Location	5.1 The Services shall be performed at such locations as the Procuring Agency may approve and as specified in **SCC.**
6.Authorized Representatives / Authority of Member in charge	6.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the **SCC**.

B. Commencement, Completion, Modification, and Termination of Contract

7. Effectiveness of Contract	7.1 This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the **SCC.**
8. Commencement of Services	8.1 The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC.**

9. Program schedule	9.1 Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
10. Starting Date/Expiration Date	10.1 The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.** 10.2 Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC.**
11. Entire Agreement	11.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
12. Modification	12.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party. 12.2 In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.
13. Force Majeure	13.1 **Definition** For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Contractor and which makes a Contractor's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. 13.2 **No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event. 13.3 **Extension of Time** Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. 13.4 **Payments**

	During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.
14. Termination	14.1 **By the Procuring Agency** The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); (a) If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension; (b) If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; (c) If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings; (d) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days; (e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract; 14.2 **By the Contractor** The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause. (a) If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue; (b) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days; (c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration; (d) If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such

	longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

C. Obligations of the Contractor

15. General	15.1 **Standard of Performance** i. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties; ii. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services. 15.2 **Law Applicable to Services** The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.
16. Conflict of Interests	16.1 **Contractor Not to Benefit from Commissions and Discounts** The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration. 16.2 **Contractor and Affiliates Not to be Otherwise Interested in Project** The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any

	continuation thereof) for any project resulting from or closely related to the Services. 16.3 **Prohibition of Conflicting Activities** Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities: (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; (b) during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract; (c) after the termination of this Contract, such other activities as may be specified in the **SCC.**
17. Insurance to be Taken Out by the Contractor	17.1 The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.
18. Contractor's Actions Requiring Procuring Agency's Prior Approval	18.1 The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions: (a) appointing such members of the Personnel not provided by the Contractor; (b) changing the Program of activities; and (c) any other action that may be specified in the **SCC.**
19. Reporting Obligations	19.1 The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.
20. Liquidated Damages	20.1 **Payments of Liquidated Damages** The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC.** The Procuring Agency may

	deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities. 20.2 **Correction for Over-payment** If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC.** 20.3 **Lack of performance penalty** If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor
21. Performance Guarantee	21.1 Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC.** 21.2 The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. 21.2 The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**. 21.3 The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**
22. Sustainable Procurement	22.1 The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC.**

D. Contractor's Personnel

23. Description of Personnel	23.1 The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the

	Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.
24. Removal and / or Replacement of Personnel	24.1 Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications. 24.2 If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency. 24.3 The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

25. Change in the Applicable Law	25.1 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the **SCC.**
26. Services and Facilities	26.1 The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference. 26.2 In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

F. Payments to the Contractor

27. Contract Price	27.1 The price payable shall be in Pakistani Rupees unless otherwise specified in the **SCC**.
28. Terms and Conditions of Payment	28.1 Payments will be made to the Contractor according to the payment schedule stated in the **SCC** and as per actual invoice submitted by the Contractor. 28.2 Unless otherwise stated in the **SCC**, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the **SCC.** Any other payment shall be made after the conditions listed in the **SCC** for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.
29. Quality Control Identifying Defects	29.1 The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the **SCC.** The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the **SCC**.
30. Correction of Defects, and Lack of Performance Penalty	30.1 The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected. 30.2 Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice. 30.3 If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.
31. Settlement of Disputes Amicable Settlement	31.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
32. Dispute Settlement	**Arbitration** 32.1 If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence,

	validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiation or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party. 32.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. 32.3 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicatedin parentheses.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 2	**Applicable/Governing Law:** The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.
GCC 3	**Language:** The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**
GCC 4	**Notices:** **The addresses for the notices are:** The Procuring Agency: The Contractor/ Service Provider: [Name, address and telephone number]. The Contractor/ Bidder's Representative(s) [Name, address, telephone number and e-mail address]
GCC 6.1	**The Authorized Representatives are:** **For the Procuring Agency:** **Name: ………………………** **Designation: ……………..** **Address: ……………………………..** **For the Contractor:** **Name: ………………………** **Designation: ……………..** **Address: ……………………………..**
GCC 7	**Effectiveness of the contract** The Contractor/Bidder shall be effective within ….. days from the date of signature of the Contract by both parties
GCC 8	**Commencement of Services:** The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.
GCC 10.2	**Expiration of Contract:** The time period shall be **one year**

GCC 14	**Termination:** In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Non-Consultancy Services till the time of alternate arrangements.
GCC 16	**Conflict of Interest:** The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing services due to a conflict of a nature described in Clause GCC 17.
GCC 20	**Liquidated Damages:** If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the procuring agency as Liquidated Damages at a rate of **0.1%** to **10%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.
GCC 21	**Performance Guarantee:** The amount of performance guarantee shall be (*insert percentage not exceeding 10%of the contract price*) in the form (*insert acceptable form)* in favor of the (*insert details)*.
GCC 28	**Payment terms:** Payment will be made to the Bidder against the procured services according to the actual invoice submitted by the Bidder against the services provided. *Procuring agency may insert any specific payment terms as per their requirements;*
GCC 29	**Identifying Defects:** The procuring agency reserves the right at any time to inspect the premises of the contractor to inspect arrangements for the services and monitor the services being provided.
GCC 31	**Guidance for Dispute Resolution:** i. If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days

	following a notice sent by one Party to the other Party in this regard. ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties. iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language. iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion, however, the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute. v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the contractor any monies due to the Contractor. **Arbitrator's fee:** The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties. **Appointing Authority for Arbitrator:** By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties. **Rules of procedure for arbitration proceedings:**

	Any dispute between the Authority and a contractor who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however, above provision shall prevail in referring the case to the Arbitrator. **Place of Arbitration and Award:** The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.

	Any dispute between the Authority and a contractor who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however, above provision shall prevail in referring the case to the Arbitrator. **Place of Arbitration and Award:** The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.

SECTION IX: CONTRACT FORMS

Form of Contract

THIS AGREEMENT made the ______ day of _____________ 20______ between *Insert the name of the Procuring agency* (hereinafter called "the Procuring Agency") of the one part and *[name of Contractor]* of *[city and country of Contractor]* (hereinafter called "the Contractor") of the other part:

WHEREAS the Procuring Agency invited Bids for provision of Non-Consultancy Services, viz., *[brief description of services]* and has accepted a Bids by the Bidder for the provision of Non-Consultancy Services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

    (a) This form of Contract;
    (b) the Form of Bids and the Price Schedule submitted by the Contractor;
    (c) the Schedule of Requirements;
    (d) the Technical Specifications;
    (e) the Special Conditions of Contract;
    (f) the General Conditions of the Contract;
    (g) the Procuring Agency's Letter of Acceptance; and
    (h) [*add here: any other documents*]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Non-Consultancy Services related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Non-Consultancy Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by ________________________the ____________________ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency: ………………………………………………

Signed, sealed, delivered by ______________________the ___________________ (for the Procuring Agency)

Witness to the signatures of the Contractor: …………………………………………………

Performance Guarantee Form

To: *[name of Procuring Agency]*

WHEREAS *[name of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Non-Consultancy Services *(*hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidder a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, up to a total of *[amount of the guarantee in words and figures],* and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

____

[name of bank or financial institution]

____

[address]

____

[date}

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE CLOUD CONTRACTORS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Number: ______________________ Dated: ___________________
Contract Value: _________________________
Contract Title: _________________________

[Name of Contractor] hereby declares that it has not obtained or induced 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 controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Contractor] represents and warrants that it has fully declared the brokerage, commission, fee 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, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Contractor] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Contractor] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact 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 instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Contractor] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

[Contractor]	[Buyer/Procuring Agency]

MODEL TRANSPORT AGREEMENT

COAL TRANSPORTATION AND LOGISTICS SERVICES AGREEMENT

(1) JAMSHORO POWER COMPANY LIMITED ("JPCL")

and

(2) TRANSPORT SERVICE PROVIDER

Table of Contents

COAL TRANSPORTATION AND LOGISTICS SERVICES AGREEMENT

This Coal Transportation and Logistics Services Agreement (the "**Agreement**") is made at [.] on this [.] day of [.] 2026 (the "**Effective Date**").

By and Between

Jamshoro Power Company Limited, a company incorporated under the laws of the Islamic Republic of Pakistan and having its registered office at GENCO-I JPCL Thermal Power Plant, Mohra Jabal, Dadu Road, Jamshoro, Sindh, Pakistan (hereinafter referred to as the "**Company**" or "**JPCL**", which expression shall, where the context so admits or requires, include its successors-in-interest, assigns and permitted transferees);

And

M/s -------------------------------------, a company duly incorporated and existing under the laws of the Islamic Republic of Pakistan and having its registered office at Headquarters at [.] Pakistan (hereinafter referred to as the "**Transporter**", which expression shall, where the context so admits or requires, include its successors and permitted assigns).

The Company and the Transporter are hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. **WHEREAS**, the Company owns and operates 660MW Coal Fired Power Plant at main Indus Highway Mohra Jabal Jamshoro and requires uninterrupted, safe, reliable and commercially prudent transportation and logistics services for movement of coal from SSRL/SECMC Thar Coal Block and/or such other loading points, railway sidings, stockyards, handling facilities or mines as may from time to time be designated by the Company;

B. **AND WHEREAS,** the Transporter has represented and warranted to the Company that it possesses and shall throughout the term of this Agreement maintain the requisite expertise, fleet strength, technical capability, logistics infrastructure, manpower, licences, permits, registrations, financial capacity and operational capability necessary for performance of the Services in accordance with prudent utility practices and Applicable Laws;

C. **AND WHEREAS,** the Company, relying upon the aforesaid representations, warranties and undertakings of the Transporter, has agreed to engage the Transporter for provision of the Services upon and subject to the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereby agree as follows:

ARTICLE I
Definitions & Rules of Interpretation

1.1 Definitions
Unless the context otherwise requires, the following terms shall have the meanings assigned to them below:

“**Affiliate”** means, with respect to any person, any entity directly or indirectly controlling, controlled by or under common control with such person.

“**Agreement**” means this Coal Transportation and Logistics Services Agreement together with all schedules, appendices, amendments, notices and ancillary documents executed pursuant hereto.

“**Applicable Laws**” means all laws, ordinances, regulations, notifications, statutory instruments, permits, governmental approvals, judicial decisions and regulatory requirements applicable in Pakistan.

“**Business Day**” means a day other than Saturday, Sunday or public holiday on which commercial banks are open for business in Karachi.

“**Coal**” means lignite coal and/or any other coal designated by the Company for transportation under this Agreement.

“**Delivery Point**” means GENCO-I JPCL Thermal Power Plant, Jamshoro and/or such other location designated by the Company.

“**Force Majeure Event**” shall have the meaning assigned in Article XVIII.

“**Goods Receiving Note**” or “**GRN**” means the receipt issued by the Company acknowledging physical receipt of Coal at the Delivery Point.

“**Loading Point”** means the SSRL/SECMC Thar Coal Block and/or such other loading site, railway siding, stockyard or mine head as may be designated by the Company in a Notice to Lift.

“**Notice to Lift**” means a written notice issued by the Company specifying quantity, schedule, Loading Point, Delivery Point and operational requirements.

“**Prudent Utility Practices**” means those standards, methods, procedures and practices generally followed by experienced operators engaged in transportation and handling of fuel for utility-scale thermal power plants.

“**Services**” means all transportation, handling, logistics, coordination and ancillary services to be performed by the Transporter under this Agreement.

1.2 Interpretation

In this Agreement, unless the context otherwise requires, references to Articles, Clauses and Schedules are references to articles, clauses and schedules of this Agreement, headings are inserted for convenience only and shall not affect interpretation, words importing singular shall include plural and vice versa, and the words “including” and “include” shall be construed without limitation.

ARTICLE II

Appointment & Scope of Services

2.1 Appointment

Subject to the terms and conditions of this Agreement, the Company hereby appoints the Transporter, on a non-exclusive basis, to perform the Services and the Transporter hereby accepts such appointment and undertakes to perform the Services in accordance with the provisions hereof.

2.2 Scope of Services

a) The Services to be performed by the Transporter shall include the mobilisation and deployment of transportation fleet, lifting of Coal from designated Loading Points, transportation of Coal to the Delivery Point, preservation and protection of Coal during transit, coordination with loading and unloading personnel, compliance with dispatch schedules and operational instructions, maintenance of operational records and GPS logs, and performance of all incidental and ancillary services reasonably necessary for complete and timely execution of the transportation operations contemplated herein.

b) The Transporter shall ensure that the Coal delivered to the Delivery Point is the same Coal lifted from the Loading Point and that no contamination, substitution, adulteration, pilferage, theft, spillage, deterioration or unauthorised diversion occurs during transportation.

2.3 Standard of Performance

The Transporter shall perform the Services diligently, efficiently and in accordance with Prudent Utility Practices, Applicable Laws, prudent transport management standards and all lawful instructions issued by the Company from time to time. The Transporter acknowledges that uninterrupted fuel supply is critical to operation of the power plant and accordingly undertakes to exercise the highest degree of care and operational diligence in performance of the Services.

2.4 Non-Exclusivity

Nothing contained herein shall restrict the Company from appointing any other contractor, transporter or logistics service provider for transportation of Coal or similar services.

2A.1 Minimum Performance Obligations

The Transporter shall maintain minimum fleet availability, daily lifting targets, transit timelines and delivery performance standards as specified by the Company from time to time.

2A.2 KPI Monitoring

The Company may monitor:

- Daily transported quantity
- Vehicle turnaround time
- GPS compliance
- Transit delays
- Route deviations
- Coal loss percentage
- Safety incidents

2A.3 Liquidated Damages

Failure to achieve KPI targets may result in Liquidated Damages recoverable from invoices or

Performance Security.

ARTICLE III

Notices to Lift & Transportation Operations

3.1 Notices to Lift

The Company may from time-to-time issue Notices to Lift specifying the estimated quantity of Coal, Loading Point, Delivery Point, commencement date, transportation schedule, operational instructions and any special requirements applicable to the relevant transportation cycle.

3.2 Mobilisation

The Transporter shall, within ten (10) days from issuance of a Notice to Lift or within such shorter timeline as may reasonably be required by the Company, mobilise adequate transportation fleet, manpower and logistical arrangements necessary for commencement and performance of the Services.

3.3 Time of Essence

The Parties expressly acknowledge and agree that time shall be of the essence in performance of the Services and that any delay in transportation may materially affect operation of the power plant and the Company's contractual and regulatory obligations.

3.4 Company's Operational Rights

The Company may, without incurring liability to the Transporter, revise, defer, suspend, accelerate, reduce or cancel any Notice to Lift where reasonably required due to plant operational requirements, force majeure events, grid requirements, fuel management considerations, coal supply constraints, regulatory instructions or other operational circumstances affecting the Company.

GPS Tracking & Route Compliance.

3.5 GPS Monitoring

All vehicles shall remain equipped with functional GPS tracking systems integrated with monitoring systems designated by the Company.

3.6 Route Deviation

Unauthorized route deviation, unscheduled stoppage or tampering with GPS devices shall constitute material breach.

3.7 Real-Time Access

The Company shall have unrestricted real-time access to vehicle tracking information.

ARTICLE IV

Quantity, Weighment & Handling Loss

4.1 Quantity Determination

The quantity of Coal lifted and delivered pursuant to this Agreement shall be determined through calibrated and certified weighbridges installed at the Loading Point and Delivery Point. The Parties may nominate representatives for witnessing weighment operations.

4.2 Permissible Handling Loss

For transportation through road vehicles, permissible handling loss shall not exceed one and one-half percent (1%) of the quantity lifted or actual loss, whichever is lower.

4.3 Excess Loss

a) Any shortage beyond the permissible handling loss shall be fully recoverable from the Transporter together with all associated costs, replacement costs, penalties, damages, plant inefficiencies, regulatory disallowances and losses suffered or incurred by the Company.

b) The Transporter shall not be entitled to claim permissible handling loss where such loss arises due to negligence, theft, pilferage, defective covering, vehicle defects, route deviation, contamination, unauthorised stoppage, mishandling or breach of operational instructions.

The Company may revise with mutual consent, the permissible handling loss thresholds depending upon route conditions, seasonal factors and operational experience subjective to approval of NEPRA

ARTICLE V

Quality Preservation

5.1 Preservation of Coal Quality

The Transporter shall preserve the quality, integrity and physical condition of Coal throughout transportation operations and shall ensure that Coal remains protected from contamination, adulteration, foreign material inclusion, excessive moisture exposure and deterioration.

5.2 Transportation Standards

The Transporter shall ensure that all vehicles used for transportation are clean, suitable, adequately covered and maintained in proper operational condition and that Coal remains properly secured and protected during transit.

5.3 Quality Deviation

a) The Transporter shall remain fully liable for any contamination, substitution, adulteration, deterioration or quality deviation attributable to acts, omissions or negligence of the Transporter.

b) A variation of up to plus or minus three hundred (±200) kcal/kg in Gross Calorific Value may be considered acceptable provided such variation is not attributable to negligence, contamination or mishandling by the Transporter.

5.4 Rejection Rights

The Company may reject any Coal consignment suffering from contamination, substitution, excessive moisture, foreign material inclusion or material quality deterioration.

5.5 Independent Testing

In the event of dispute regarding quality, either Party may request independent third-party testing through a mutually agreed laboratory and the determination of such laboratory shall be final and binding upon the Parties.

"Variation up to ±200 kcal/kg shall only be acceptable where attributable to inherent moisture variation and not due to negligence, contamination or mishandling."

5.6 Sampling & Testing Standards

Sampling and testing shall be conducted in accordance with ASTM and/or ISO/GB standards applicable to coal testing.

ARTICLE VI

Risk, Title & Delivery

6.1 Custody and transit risk in the Coal shall pass to the Transporter immediately upon completion of loading at the Loading Point and shall remain with the Transporter until issuance of the GRN at the Delivery Point.

6.2 Issuance of a GRN shall not prejudice or extinguish any right of the Company relating to concealed shortages, latent defects, contamination, fraud, environmental liabilities or claims subsequently discovered following unloading and receipt of Coal.

ARTICLE VII

Loading, Unloading & Detention

7.1 Loading costs at the Loading Point shall be borne by the Company unless otherwise specified in the relevant Notice to Lift. The Transporter shall coordinate unloading operations at the Delivery Point in accordance with the Company's operational procedures and instructions.

7.2 The Company shall be entitled to free unloading time of twenty-four (24) hours from reporting of the vehicle at the Delivery Point.

7.3 Detention charges shall only become payable where delay is solely attributable to the Company and shall be payable at the rate specified in Schedule 1 calculated on a pro rata basis.

7.4 No detention shall be payable where delay arises due to incomplete documentation, non-compliance by the Transporter, vehicle defects, labour shortages, congestion attributable to the Transporter or Force Majeure Events.

ARTICLE VIII

Transportation Rate & Fuel Price Adjustment

8.1 The transportation rate payable to the Transporter shall be as specified in Schedule 1 and shall comprise a fixed component and a variable fuel component.

8.2 Any increase or decrease in diesel prices notified by OGRA shall apply only to the agreed percentage of the variable fuel component and shall become effective prospectively from the effective date of the relevant OGRA notification.

8.3 The Company shall have the right to verify all calculations relating to fuel price adjustment prior to payment.

ARTICLE IX

Invoicing & Payment

9.1 The Transporter shall submit invoices on Batchwise basis (10,000MT) together with complete supporting documentation including Notices to Lift, weighbridge slips, Goods Receiving Notes, route logs, tax invoices and operational records.

9.2 Undisputed amounts shall be payable by the Company within thirty (30) days following receipt of complete and correct invoice documentation.

9.3 The Company may deduct, withhold or set off amounts relating to shortages, penalties, damages, taxes, quality claims, environmental liabilities or any other recoverable amounts due from the Transporter.

9.4 Payment by the Company shall not constitute acceptance of defective performance or waiver of any rights or remedies available under this Agreement.

ARTICLE X

Performance Security

10.1 The Transporter shall furnish in favour of the Company an irrevocable, unconditional and on-demand bank guarantee in the amount specified in Schedule 1 issued by a scheduled bank acceptable to the Company.

10.2 The bank guarantee shall remain valid throughout the term of this Agreement and for ninety (90) days thereafter.

10.3 The Company may invoke the bank guarantee in the event of breach of this Agreement, delay, shortage, quality deviation, environmental liability, non-performance or any financial liability recoverable from the Transporter.

10.4 Invocation of the bank guarantee shall be without prejudice to any other rights or remedies available to the Company.

ARTICLE XI

Representations, Warranties & Covenants

11.1 The Transporter represents and warrants that it is duly incorporated and validly existing under the laws of Pakistan, possesses full authority to execute and perform this Agreement, has obtained all permits, licences and approvals necessary for performance of the Services, possesses adequate technical capability, operational expertise, fleet strength and financial capacity, and that execution and performance of this Agreement does not violate Applicable Laws or contractual obligations binding upon the Transporter.

11.2 The Transporter further undertakes that throughout the term of this Agreement it shall maintain all licences, permits, registrations and approvals required for lawful performance of the Services and shall promptly notify the Company of any event likely to materially affect its performance capability.

11.3 The representations and warranties contained herein shall be deemed repeated throughout the term of this Agreement.

ARTICLE XII
Insurance

12.1 The Transporter shall maintain throughout the term of this Agreement comprehensive insurance coverage including vehicle insurance, cargo insurance, third-party liability insurance, workmen compensation insurance and such other insurance as may reasonably be required by the Company.

12.2 The Transporter shall furnish evidence of insurance coverage to the Company upon request.

Minimum cargo insurance coverage per vehicle shall not be less than replacement value of transported coal.

ARTICLE XIII
Environmental, Health & Safety Compliance

13.1 The Transporter shall comply with all Applicable Laws relating to transportation, labour, health, safety and environment including environmental protection laws and axle load regulations.

13.2 The Transporter shall remain fully responsible for cleanup, remediation and restoration arising from coal spillage, leakage, contamination or environmental damage attributable to transportation operations.

13.3 The Transporter shall indemnify and hold harmless the Company against all environmental claims, penalties, proceedings and liabilities arising from acts or omissions of the Transporter.

13.4 Driver & Fleet Compliance

The Transporter shall ensure:

- valid driving licenses,
- medical fitness of drivers,
- driver fatigue management,
- compliance with axle load regulations,
- mandatory PPE usage,
- vehicle fitness certification.

ARTICLE XIII-A

Integrity & Anti-Corruption

13A.1

The Transporter shall comply with all anti-corruption laws, PPRA Rules and public procurement integrity requirements.

13A.2

No commission, gratification, facilitation payment or unlawful benefit shall be offered to any employee, officer or representative of the Company.

13A.3

Violation shall constitute immediate Event of Default.

ARTICLE XIV
Indemnity

14.1 The Transporter shall indemnify and hold harmless the Company, its directors, officers, employees, affiliates and representatives against all losses, liabilities, damages, claims, penalties, proceedings, costs and expenses arising from or relating to shortage, contamination, quality deviation, delay, negligence, environmental damage, death, personal injury, breach of Applicable Laws or misconduct attributable to the Transporter.

14.2 The indemnity obligations contained herein shall survive expiry or termination of this Agreement.

ARTICLE XV
Events of Default

15.1 Each of the following events shall constitute a Transporter Event of Default:

a) repeated failure to mobilise transportation fleet;
b) abandonment or suspension of Services;
c) persistent shortages or quality deviations;
d) unauthorised subcontracting or assignment;
e) insolvency or liquidation;
f) fraud, pilferage or theft;
g) material breach remained uncured for fifteen (15) days following notice from the Company.

15.2 Upon occurrence of a Transporter Event of Default, the Company may terminate this Agreement, invoke the bank guarantee, engage alternative transporters at the risk and cost of the Transporter and recover all associated damages and losses.

In emergency situations affecting plant operations or fuel security, the Company may arrange alternate transportation at risk and cost of the Transporter.

ARTICLE XVI

Limitation of Liability

16.1 Except in cases of fraud, wilful misconduct, theft, environmental liability, indemnity obligations or third-party claims, neither Party shall be liable to the other Party for indirect or consequential damages.

16.2 "The limitation of liability shall not apply to fraud, theft, pilferage, environmental liabilities, willful misconduct, regulatory penalties, third-party claims, indemnity obligations, confidentiality breaches or losses arising from gross negligence."

ARTICLE XVII

Change In Law

17.1 If any Change in Law occurring after the Effective Date materially affects costs or obligations under this Agreement, the Parties shall consult in good faith to determine equitable adjustments necessary to restore the commercial balance originally contemplated by the Parties.

ARTICLE XVIII

Force Majeure

18.1 Force Majeure means any event beyond the reasonable control of the affected Party which materially and adversely affects performance of obligations under this Agreement including flood, earthquake, war, terrorism, riot, governmental restraint or natural disaster.

18.2 Force Majeure shall not include shortage of vehicles, fuel price increase, labour shortages, financial difficulty or vehicle breakdown resulting from inadequate maintenance.

18.3 The affected Party shall notify the other Party within forty-eight (48) hours following occurrence of a Force Majeure Event and shall use all reasonable efforts to mitigate its effects.

18.4 If a Force Majeure Event continues for more than ninety (90) consecutive days, the Company may terminate this Agreement upon written notice.

- documentary proof requirement,
- mitigation obligation,
- partial performance obligation,
- alternate route obligation.

"The affected Party shall continue partial performance to the maximum extent reasonably possible."

ARTICLE XIX

Term And Termination

19.1 This Agreement shall remain valid for one (1) year commencing from issuance of the first Notice to Lift unless extended by mutual written agreement.

19.2 The Company may terminate this Agreement for convenience upon thirty (30) days prior written notice. Upon termination, the Company shall only be liable to pay for Services duly performed and accepted up to the effective date of termination after adjustment of all recoverable amounts.

19.3 In addition, the Company may terminate this Agreement forthwith by written notice to the Transporter in the event the Transporter commits a material breach of this Agreement and fails to remedy the same within fifteen (15) days of receipt of written notice from the Company, or upon the occurrence of any Transporter Event of Default under Article XV.

19.4 The Transporter shall not be entitled to claim loss of profit, consequential damages, demobilisation costs or expectation damages arising from termination.

19.5 Termination of this Agreement shall be without prejudice to any rights, remedies or claims of the Company accrued prior to the date of termination, which shall expressly survive.

ARTICLE XX

Confidentiality

20.1 Each Party shall maintain confidentiality of all technical, operational, commercial and proprietary information relating to the Company, the power plant and this Agreement and shall not disclose such information except as required by Applicable Laws or with prior written consent of the other Party.

ARTICLE XXI

Assignment

21.1 The Transporter shall not assign, transfer, subcontract or sublet this Agreement or any part thereof without prior written consent of the Company.

21.2 The Company may assign this Agreement to governmental authorities, lenders, affiliates, successor entities or financing parties without consent of the Transporter.

ARTICLE XXII

Dispute Resolution

22.1 The Parties shall first attempt to resolve disputes amicably through good faith negotiations.

22.2 If a dispute remains unresolved within thirty (30) days, the dispute shall be referred to arbitration under the Arbitration Act, 1940.

22.3 The seat of arbitration shall be Karachi, Pakistan. The arbitral tribunal shall consist of a sole arbitrator to be appointed by mutual consent of the Parties. The language of arbitration shall be English.

22.4 Pending resolution of any dispute, the Parties shall continue performance of undisputed obligations under this Agreement.

- arbitrator must be retired judge/senior lawyer,
- interim injunctive relief rights,
- continued performance obligation,
- cost allocation powers.
-

ARTICLE XXIII
Governing Law

23.1 This Agreement shall be governed by and construed in accordance with the laws of the Islamic Republic of Pakistan.

ARTICLE XXIV
Miscellaneous

24.1 Any notice, demand, or communication required or permitted under this Agreement shall be in writing and shall be either: (i) delivered personally; (ii) mailed by certified mail, return receipt requested; (iii) sent by courier delivery service; or (iv) facsimile machine, to the respective Parties at the following addresses, unless and until a different address has been designated by written notice to the other Party:

Company:
_________, Jamshoro Pakistan
Attention:
Email id:

Transporter:
____
____
Attention:
Email id:

24.2 This Agreement constitutes the entire understanding between the Parties and supersedes all prior negotiations and understandings.

24.3 No amendment or modification of this Agreement shall be valid unless made in writing and signed by duly authorised representatives of both Parties.

24.4 Failure or delay in exercise of any right or remedy shall not constitute waiver thereof.

24.5 If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

24.6 This Agreement may be executed in counterparts each of which shall constitute an original.

SCHEDULE 1

Commercial Terms

1. Transportation Route: SSRL/SECMC Thar Coal Block to GENCO-I JPCL Thermal Power Plant, Jamshoro.
2. Transportation Rate: PKR _______ per metric ton.
3. Base Fuel Price: OGRA notified ex-depot HSD price as of bid opening date.
4. Performance Security Amount: PKR _________.
5. Detention Charges: PKR 1,500 per vehicle per 24 hours.
6. Permissible Road Handling Loss: 1% or actual, whichever is lower.
7. Free Unloading Time: 24 hours.

Sr. No.	Item	Details
1	Transportation Route	SSRL Thar Coal Block and/or designated Loading Point to GENCO-I JPCL Thermal Power Plant, Jamshoro
2	Estimated Quantity	700,000 Metric Tons
3	Minimum Daily Transportation Requirement	1,000-2,000 MT per day
4	Transportation Mode	Road
5	Transportation Rate	PKR --------- per Metric Ton
6	Base Fuel Price	OGRA notified ex-depot HSD price prevailing on Bid Opening Date
7	Fuel Adjustment Formula	As specified in Schedule 5
8	Performance Security Amount	Lump-Sum Rs. 10Million
9	Free Unloading Time	24Hours
10	Detention Charges	PKR 1500 per vehicle per 24 hours
11	Permissible Handling Loss (Road)	1 % or actual loss whichever is lower
12	Invoice Submission Frequency	Batchwise on successful delivery of 10,000MT
13	Payment Terms	Within 30 days of receipt of complete invoice
14	Contract Duration	One (1) year extendable with mutual agreement for three months on same terms& conditions and price

SCHEDULE 2
OPERATIONAL STANDARD OPERATING PROCEDURES (SOPs)

1. Dispatch Procedures

1.1 Coal lifting shall only commence upon issuance of Notice to Lift by the Company.

1.2 Vehicles shall report at Loading Point in accordance with dispatch schedule.

1.3 All vehicles must possess:

- Valid route authorization;
- Vehicle fitness certificate;
- GPS functionality;
- Driver identification.

2. Loading Procedures

2.1 Loading shall be supervised by authorized representatives.

2.2 Vehicle weighment shall be conducted before and after loading.

2.3 Overloading beyond legal axle limits shall not be permitted.

3. Transit Procedures

3.1 Vehicles shall strictly follow Approved Routes.

3.2 Unauthorized stoppages exceeding ___ minutes shall be prohibited.

3.3 Coal shall remain properly covered throughout transportation.

3.4 Drivers shall comply with all road safety regulations.

4. Delivery Procedures

4.1 Vehicles shall report at Delivery Point immediately upon arrival.

4.2 Delivery weighment shall be conducted at JPCL weighbridge.

4.3 GRN issuance shall be subject to verification of:

- quantity;
- quality;
- seal condition;

- GPS compliance.

5. Emergency Response

5.1 Transporter shall immediately notify the Company in case of:

- accident;
- fire;
- spillage;
- theft;
- route blockage.

5.2 Cleanup and restoration shall be responsibility of the Transporter.

SCHEDULE 3
FLEET & VEHICLE SPECIFICATIONS

1. Minimum Fleet Requirements

Requirement	Specification
Minimum Fleet Size	50 Vehicles
Vehicle Type	Hydraulic Dump Trucks / Trailers
Payload Capacity	As per Axil Load
GPS Tracking	Mandatory
Tarpaulin Cover	Mandatory
Fitness Certificate	Mandatory
Fire Extinguisher	Mandatory
Reflective Safety Markings	Mandatory

2. Driver Requirements

Drivers must possess:

- Valid HTV license;
- Minimum 3 years' experience;
- Medical fitness certificate;
- Safety training certification.

3. Vehicle Restrictions

The following shall be prohibited:

- Overaged vehicles;
- Mechanically defective vehicles;
- Vehicles without GPS;
- Vehicles exceed axle load limits.

SCHEDULE 4
KPI MATRIX

KPI	Minimum Requirement
Daily Transportation Quantity	1000-2000 MT/day
Fleet Availability	100 %
GPS Compliance	100%
Route Compliance	100%
Coal Loss Beyond Permissible Limit	Nil
Transit Delay	Max 08 Hours
Safety Violations	Zero tolerance

SCHEDULE 5
FUEL PRICE ADJUSTMENT FORMULA

Fuel Price Adjustment Formula

1. Formula

The transportation rate shall consist of a **Fixed Component** and a **Variable Fuel Component (VF)**. Only the Variable Fuel Component shall be subject to adjustment on account of fluctuation in High-Speed Diesel (HSD) prices notified by Oil and Gas Regulatory Authority (OGRA).

The fuel rates shall be subject to price adjustment, with 50% treated as a fixed component and the remaining 50% treated as a variable component, which shall be adjusted based on the change in High-Speed Diesel (HSD) fuel price from the Base HSD Price.

The Adjusted Transportation Rate ("ATR") shall be calculated as follows:

[ATR=BR+ [VF x{(CP - BP)/{BP} x 100%)]

Or alternatively:

[ATR = BR ± [VF x ({Delta HSD}/BP}x 100%]

Where:

Symbol	Meaning
ATR	Adjusted Transportation Rate (Rs./MT)
BR	Base Transportation Rate quoted by the Contractor at the time of Bid Opening
VF	Variable Fuel Component constituting 50% of BR
CP	Current HSD price notified by OGRA
BP	Base HSD price notified by OGRA prevailing on the Bid Opening Date
ΔHSD	Difference between Current HSD Price and Base HSD Price (CP – BP)

2. Applicability

2.1 Fuel price adjustment shall apply only to the **Variable Fuel Component (VF)**, which constitutes fifty percent (50%) of the quoted transportation rate. The remaining fifty percent (50%) shall remain fixed and non-adjustable throughout the Contract period.

2.2 Any increase or decrease in transportation rate arising from fluctuation in HSD prices shall become effective from the date of the relevant OGRA notification.

2.3 No retrospective adjustment shall be admissible for transportation services already performed prior to the effective date of the applicable OGRA notification.

2.4 In case of reduction in HSD price, the same formula shall apply mutatis mutandis for downward adjustment.

2.5 The Contractor shall submit supporting calculations/invoices for verification, and all adjustments shall be subject to certification by JPCL.

"For avoidance of doubt, the maximum exposure of JPCL toward fuel price fluctuation shall be on Variable Fuel Component only, and no adjustment shall be admissible on fixed costs including labor, overheads, tolls, taxes, profit, or other incidental charges."

SCHEDULE 6
HEALTH, SAFETY & ENVIRONMENT (HSE) REQUIREMENTS

1. Safety Compliance

Transporter shall comply with:

- Labour laws;
- Environmental laws;
- Road safety regulations;
- Axle load regulations.

2. Mandatory PPE

Drivers and staff shall use:

- Safety helmets;
- Reflective jackets;
- Safety shoes;
- Dust masks where required.

3. Incident Reporting

All incidents shall be reported within:

- 2 hours (major incident)
- 24 hours (minor incident)

4. Prohibited Activities

- Alcohol or drug use;
- Unauthorized passengers;
- Open coal transportation;
- Unsafe driving.

SCHEDULE 7
APPROVED ROUTES & GPS MONITORING

1. Approved Route

The Company shall notify approved transportation routes from time to time.

2. GPS Requirements

2.1 All vehicles shall remain continuously GPS-tracked.

2.2 GPS devices shall:

- transmit live location;
- maintain historical logs;
- provide tamper alerts.

3. Route Violations

The following shall constitute route violations:

- unauthorized deviation;
- GPS disabling;
- unexplained stoppages;
- diversion of cargo.

4. Monitoring Rights

The Company may monitor vehicle movement in real time through designated control systems.

SCHEDULE 8
INSURANCE REQUIREMENTS

Insurance Type	Minimum Coverage
Vehicle Insurance	Full comprehensive
Cargo Insurance	Replacement value of coal
Third Party Liability	PKR ______
Workmen Compensation	As per law
Environmental Liability	PKR ______

Additional Requirements

- JPCL to be named additional insured;
- Policies to remain valid throughout contract term;
- Waiver of subrogation in favor of JPCL.

SCHEDULE 9
INVOICE & DOCUMENTATION REQUIREMENTS

Invoices shall include:

- Notice to Lift;
- Weighbridge slips;
- GRNs;
- GPS logs;
- Route compliance report;
- Tax invoice;
- Vehicle deployment statement;
- Fuel adjustment calculations.

Incomplete invoices may be rejected.

IN WITNESS WHEREOF

The Parties have caused this Agreement to be executed by their duly authorised representatives on the date first above written.

FOR AND ON BEHALF OF

JAMSHORO POWER COMPANY LIMITED

Signature: ______________________
Name: -------------------------------------
Designation: Chief Executive Officer

WITNESSES

1. Signature: ______________________
   Name: -------------------------------------
2. Designation: Chief Engineer/CTO

3. Signature: ______________________
   Name: -------------------------------------
   Designation: Chief Financial Officer

FOR AND ON BEHALF OF
Transporter /Service Provider

Signature: ______________________
Name: _________________________
Designation: ___________________