

# Standard Bidding Document

## (TNCB-35) PROCUREMENT OF TRANSPORTATION SERVICES ON “AGGREGATE CHARGES RS./TON BASIS” FOR TRANSPORTATION OF COAL FROM COAL MINES IN THAR TO 660MW, CFPP JAMSHORO IN COMPLIANCE WITH ENVIRONMENTAL GUIDELINES (Non-Consultancy Services)

National

Single Stage-Two Envelope



*September 03, 2026*

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# PROCUREMENT NOTICE

## PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **Jamshoro Power Company Limited (GENCO-I) (Jamshoro Power Company Limited (GENCO-I))** has reserved Funds for the procurement planned for FY **2026-27**. The **Jamshoro Power Company Limited (GENCO-I) (Jamshoro Power Company Limited (GENCO-I))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the **"(TNCB-35) PROCUREMENT OF TRANSPORTATION SERVICES ON "AGGREGATE CHARGES RS./TON BASIS" FOR TRANSPORTATION OF COAL FROM COAL MINES IN THAR TO 660MW, CFPP JAMSHORO IN COMPLIANCE WITH ENVIRONMENTAL GUIDELINES"** with the reference of **"P109933"**
2. The **Jamshoro Power Company Limited (GENCO-I) (Jamshoro Power Company Limited (GENCO-I))** invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-Consultancy Services.
3. **Single Stage-Two Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Quality and Cost Based Selection (QCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, and Instructions issued by the Authority (from time to time).
4. All Bids must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft** or Bid Securing Declaration on the prescribed format described.
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **<https://epads.gov.pk/opportunities/federal/procurements/109933>**.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Friday, September 18, 2026 11:30 AM**. E-bids will be opened on the same day at **Friday, September 18, 2026 12:00 PM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0**, may register themselves on <https://vendors.epads.gov.pk/>. A tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>

7. 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 and also available on **EPADS v2.0** as well as Authority's website at ([www.ppra.org.pk](http://www.ppra.org.pk)).

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## Instructions to Bidders

## A. Introduction

### 1. Scope of Bids

1.1. The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids through **EPADS v2.0** for the provision of Non-Consultancy Services for as specified in the BDS and in **Section Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. **Single Stage-Two Envelope** 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. Fraudulent & Corrupt Practices

3.1. As defined under Rule 2(1)(f) of the Public Procurement Rules, 2004.

### 4. Eligible Bidders

4.1. A bidder is eligible to participate in a procurement process if the bidder:

4.1.1. 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;

4.1.2. has the legal capacity to enter into a procurement contract;

4.1.3. 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;

4.1.4. is not the subject of legal proceedings for any of the matters mentioned in sub-rule (c);

4.1.5. has fulfilled or has made substantial arrangements satisfactory to the relevant authorities, to fulfil its obligations to pay taxes and social security (where applicable) other contributions of its employees; and

4.1.6. 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:

4.1.6.1. its professional conduct; or

4.1.6.2. 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.

4.2. 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).

4.3. A procuring agency shall set out in the bidding document all the criteria for qualification to be applied in accordance with sub-clause (1).

4.4. Except as permitted under the Ordinance, Rules and Regulations, the procuring agency shall not establish a criterion for eligibility of a bidder that:

4.4.1. discriminates against or among a bidder or against categories of bidders; or

4.4.2. is not required for the performance of the procurement contract; or

4.4.3. 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.

4.5. 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).

4.6. In the case of a joint venture, consortium, or association, all members shall be jointly and severally 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,

4.7. 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.

4.8. 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.

4.9. 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

4.10. 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.

## **5. Qualification of the Bidder**

5.1. All Bidders shall provide in Section VI, Bid Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

## **B. Bidding Documents**

## **6. Contents of Standard Bidding Document**

6.1. 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 by the Procuring Agency 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** Fraudulent & Corrupt Practices

**Section VIII - Material & Non-material deviation**

**Section IX** General Conditions of Contract (GCC)

**Section X** Special Conditions of Contract (SCC)

**Section XI** Contract Forms

6.2. 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.

## **7. Clarifications**

7.1. Clarifications of the bidding documents may be requested in writing through EPADS v2.0 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 v2.0.

7.2. Procuring Agency's response will be uploaded on the EPADS v2.0, including a description of the inquiry.

7.3. 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 1.1.**

7.4. 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.

7.5. 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 v2.0. 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.

7.6. 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 v2.0. 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:

- 7.6.1. evaluation & qualification criteria;
- 7.6.2. required scope of work or specifications;
- 7.6.3. all securities requirements;
- 7.6.4. tax requirements;
- 7.6.5. terms and conditions of bidding documents; and
- 7.6.6. 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.

## **8. Amendment of Bidding documents**

8.1. 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.

8.2. Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document and shall be uploaded on EPADS v2.0 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.

8.3. 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

### 9. Documents Constituting the Bids

9.1. The bids prepared by the bidders shall constitute the following components: -

9.1.1. Forms of bid and Bid Prices completed in accordance with ITB BDS, GCC and SCC;

9.1.2. Documentary evidence established in accordance with BDS that services to be provided by the bidder are eligible services, and conform to the bidding documents;

9.1.3. Documentary evidence established in accordance with BDS that the bidder is eligible and/or qualified for the subject bidding process;

9.1.4. Documentary evidence established, that the bidder has been authorized to provide the services;

9.1.5. Bid security or Bids Securing Declaration furnished in accordance with BDS; and

9.1.6. Any other document required in the BDS.

### 10. Documents Establishing Eligibility of the Services and Conformity to bidding documents

10.1. 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.

10.2. Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive.

## **11. Documents Establishing Eligibility and Qualification of the Bidder**

11.1. Pursuant to BDS, 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.

11.2. 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".

11.3. 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:

11.3.1. the bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.

11.3.2. that the bidder meets the qualification criteria listed in the Bids Data Sheet.

## **12. Form of Bid**

**12.1. 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.**

## **13. Bids Prices**

13.1. 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.

13.2. 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.

13.3. The Bid price to be quoted in the Forms of Bid shall be the total price of the bid, excluding any discounts offered.

13.4. 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.

13.5. 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, unless otherwise price adjustment is permissible under Conditions of the Contract. (May be reviewed)

#### **14. Price Adjustment**

14.1. Price adjustment shall not be applicable.

14.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services on annual basis as per agreement.

**14.3. Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the applicability in that case.**

#### **15. Bids Currencies**

15.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS.

#### **16. Bid Validity Period**

16.1. 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.

#### **17. Bid Security or Bid Securing Declaration**

17.1. 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 v2.0 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.

17.2. 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.

17.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in BDS, GCC and SCC are invoked.

17.4. 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. 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:

17.4.1. the expiry of the Bid Security;

17.4.2. 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;

17.4.3. the rejection by the Procuring Agency of all Bids;

17.4.4. 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.

17.5. The Bid Security may be forfeited or the Bid Securing Declaration executed:

17.5.1. if a bidder:

17.5.1.1. 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

17.5.1.2. does not accept the correction of errors, or

17.5.2. in the case of a successful bidder fails:

17.5.2.1. **to sign the contract in accordance with SCC; or**

17.5.2.2. **to furnish Performance Guarantee in accordance with BDS and SCC.**

**17.6. The bid security shall be valid for a period specified in BDS. Bids with shorter bid security validity period shall be rejected straight away.**

## **18. Alternative Bids by Bidders**

18.1. Alternatives will not be considered, unless specifically allowed for in the BDS.

18.2. When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different time schedules will be described in Evaluation and Qualification Criteria.

## **19. Withdrawal, Substitution, and Modification of Bids**

19.1. Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.

## **20. Format and Signing of Bids**

20.1. The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through

EPADS v2.0.

20.2. 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

### 21. **Submission of Bids through EPADS v2.0 before Dead deadline**

21.1. The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS v2.0, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

21.2. 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 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

### 22. **Opening & Evaluation of Bids by the Procurement Cell/Evaluation Committee**

22.1. The Procuring Agencies to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements. As per Rules 29 & 30 of Public Procurement Rules, 2004, The Procuring Agency is required to establish a Procurement Cell/Evaluation Committee which shall Evaluate the Bids in accordance with the evaluation criteria, terms and conditions given in the bidding documents.

### 23. **Opening of Bids**

23.1. The Bid Evaluation Committee of 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.

23.2. 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.

23.3. 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.

23.4. 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.

## **24. Confidentiality**

24.1. 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.

24.2. Any effort by a bidder to influence the procuring agency processing of bids or award decision may result in the rejection of his bid.

## **25. Preliminary Examination of Bids**

25.1. Prior to the detailed evaluation of bids, the procuring agency will determine whether each bid:

25.1.1. meets the eligibility criteria defined in **BDS**;

25.1.2. has been prepared as per the format and contents defined by the procuring agency in the bidding document;

25.1.3. is accompanied by the required securities; and

25.1.4. is substantially responsive to the requirements of the bidding document.

25.2. The procuring agency will confirm that the documents and information specified under **BDS, GCC and SCC** 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.

25.3. 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.

## **26. Examination of Terms and Conditions, Technical Evaluation**

26.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **BDS**, to confirm that all requirements specified in **Evaluation Criteria, Technical Specifications and Schedule of Requirements**, prescribed in the bidding document have been met without material deviation or reservation.

26.2. 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 **BDS**, it shall reject the bids.

## **27. Correction of Errors**

27.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

27.1.1. 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;

27.1.2. 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

27.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

27.1.4. 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.

27.2. 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.

## **28. Conversion to Single Currency**

28.1. As per Rule 30 of Public Procurement Rules, 2004.

## **29. Evaluation of Bids**

29.1. The procuring agency shall evaluate bids in accordance with Rule 30 of Public Procurement Rules, 2004 and compare only those bids determined to be substantially responsive.

29.2. 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.

29.3. In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS. However, in no case the rates shall be higher than the original financial bids.

29.4. The Procuring agency evaluation of a bid will take into account:

29.4.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

29.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 6**;

29.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 7**;

29.6. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

29.7. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a successful bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

### **30. Determination of Most Advantageous Bids**

30.1. Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the **BDS** or prescribed in the separate section titled as Evaluation Criteria.

### **31. Abnormally Low Financial Bids**

31.1. 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 -

31.1.1. 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

31.1.2. 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.

## **32. Rejection of Bids**

32.1. As per Rule 33 of the Public Procurement Rules, 2004

## **33. Single Responsive Bid**

33.1. The procuring agency may consider single responsive bid subject to underlying conditions of Rule 38(b) of the Public Procurement Rules, 2004.

## **34. Arbitration**

34.1. As per Rule 49 of Public Procurement Rules, 2004.

# **F. Award of Contract**

## **43. Criteria of Award**

43.1. 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 Bid.

#### **44. Procuring Agency's Right to reject All Bids**

44.1. 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).

44.2. 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.

#### **45. Notification of Award**

45.1. Prior to the award of contract, the procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.

45.2. 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").

45.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee and signing of the contract.

#### **46. Signing of Contract**

46.1. Promptly after notification of award, Procuring Agency 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.

#### **47. Performance Guarantee**

47.1. After the receipt of the Letter of Acceptance, the successful 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.

47.2. Failure of the successful bidder to comply with the requirement of **BDS, SCC and GCC** 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.

#### **48. Corrupt & Fraudulent Practices**

48.1. 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**

#### **53. Constitution of Grievance Redressal**

53.1. 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.

#### **54. GRC Procedure**

54.1. 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**

#### **55. Procedure for Blacklisting/Debarment**

55.1. 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 Regulation on “procedure for filling and disposal of review petition under rule-19(3) of the Public Procurement Rules, 2004.





## Bid Data Sheet

# 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**

#### **BDS Clause Number 1**

Name of Procuring Agency: **Jamshoro Power Company Limited (GENCO-I)**  
**(Jamshoro Power Company Limited (GENCO-I))**

The subject of procurement is: **(TNCB-35) PROCUREMENT OF TRANSPORTATION SERVICES ON "AGGREGATE CHARGES RS./TON BASIS" FOR TRANSPORTATION OF COAL FROM COAL MINES IN THAR TO 660MW, CFPP JAMSHORO IN COMPLIANCE WITH ENVIRONMENTAL GUIDELINES**

Expected commencement date: **Monday, October 5, 2026**

#### **BDS Clause Number 2**

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P109933**

#### **BDS Clause Number 3**

JV/Consortium or Association Allowed: **No**

Number of JV/Consortium Members: **Nil**

### **B. Bidding Documents**

#### **BDS Clause Number 4**

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Thursday, September 10, 2026

Pre-Bid Meeting: Wednesday, September 9, 2026 01:30 PM

Venue: Mohra Jabal. Dadu Road

#### **BDS Clause Number 5**

Any addendum, in case issued, shall be published on **Jamshoro Power Company Limited (GENCO-I) (Jamshoro Power Company Limited (GENCO-I))** website and on **EPADS v2.0**.

#### **BDS Clause Number 6**

List of documents required along with the bid:

1. The Bidder has an experience of Transportation of fuels, minerals, commodity from Karachi Port to upward/downward country. Work order / Contract Agreement and end user certificate.
2. The bidder has an experience in Transportation of Coal for Power Plants. The bidder shall submit Service Order / Work Orders with Satisfactory Completion Certificate of End User.
3. The Bidder shall submit the details vehicles and their registration certificate and also fitness certificate.
4. The bidder shall submit valid driving licence of Drivers in relevant category.
5. The bidder shall submit the Annual Audited Statements for last three years

#### **BDS Clause Number 7**

The qualification criteria to establish the supply / production capability of the bidder.

*see Eligibility Criteria*

#### **BDS Clause Number 8**

## **Services and Their related documents:**

*See section Required Services and Scope of Work*

### **BDS Clause Number 9**

Price schedule will be provided according to the format defined and acquired.  
*see section price schedule.*

### **BDS Clause Number 10**

#### **Specifications:**

*see section of specifications.*

## **C. Preparation of Bids**

### **BDS Clause Number 11**

The price shall be **Fixed**.

### **BDS Clause Number 12**

Currency of the Bids shall be : **PKR**

### **BDS Clause Number 13**

The Bids/Bid Validity period shall be: **90 Days**

### **BDS Clause Number 14**

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**

The Bid Security shall be in the form of: **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft**

### **BDS Clause Number 15**

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.

#### **BDS Clause Number 16**

Alternative Bids to the requirements of the bidding documents will not be permitted.

### **D. Submission of Bids**

#### **BDS Clause Number 17**

Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;

**Mohra Jabal. Dadu Road, Kotri, Jamshoro (District), Hyderabad (Division), Sindh (Province).**

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Friday, September 18, 2026 11:30 AM**

### **E. Opening and Evaluation of Bids**

#### **BDS Clause Number 18**

The Bids opening shall take place on **EPADS v2.0**.

Day : **Friday**

Date: **Friday, September 18, 2026**

Time : **12:00 PM**

#### **BDS Clause Number 19**

Selection technique adopted will be: **Quality and Cost Based Selection (QCBS)**

*see Evaluation Criteria*

### **F. Award of Contract**

## **BDS Clause Number 20**

The Performance guarantee shall: **0%**.

The Performance Guarantee shall be acceptable in the form of: **Nil**

**21.**

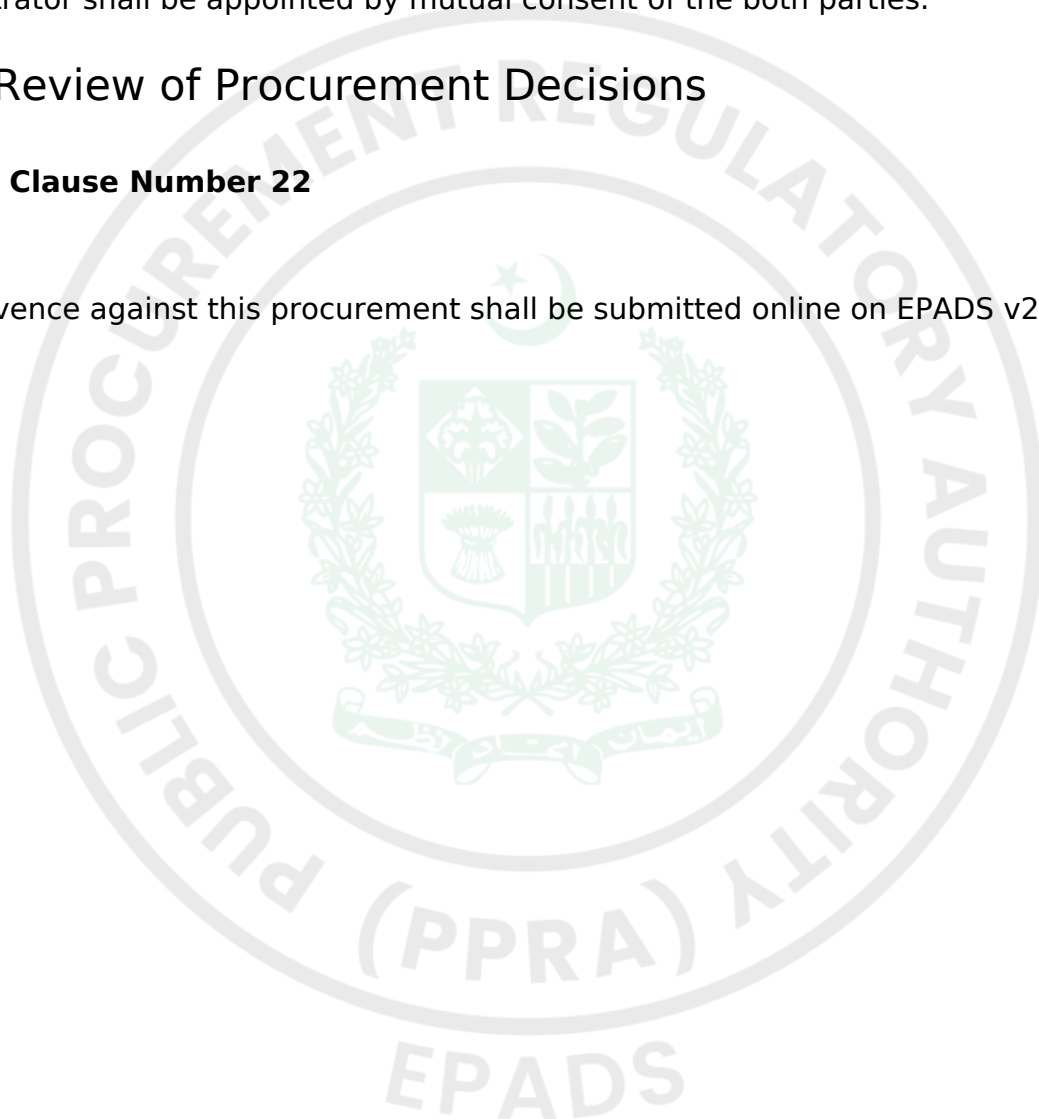
**51.1**

Arbitrator shall be appointed by mutual consent of the both parties.

## **G. Review of Procurement Decisions**

### **BDS Clause Number 22**

Grievance against this procurement shall be submitted online on EPADS v2.0.



## Eligibility Criteria

| Bidder's Type                            | Required Registration          |
|------------------------------------------|--------------------------------|
| Individual / Individual Consultant       | NADRA CITIZENSHIP (CNIC/NICOP) |
| Sole Proprietorship                      | FBR (NTN)                      |
| Partnership Firm                         |                                |
| Company (Private Limited)                |                                |
| Company (Public Limited)                 |                                |
| Company (Holding Company)                |                                |
| Company (Limited by Guarantee)           |                                |
| State Owned Enterprise (Private Limited) |                                |
| State Owned Enterprise (Public Limited)  |                                |

| Eligibility Criteria                                                            | Document |
|---------------------------------------------------------------------------------|----------|
| Sindh Sales Tax Certificate.                                                    | Yes      |
| The bidder shall submit NOC from SEPA .                                         | Yes      |
| The bidder shall submit registration certificate with Road Transport Authority. | Yes      |

# Evaluation Criteria

## Quality and Cost Based Selection (QCBS)

### Weightage

| Technical Evaluation % | Financial Evaluation % |
|------------------------|------------------------|
| 70                     | 30                     |

| Technical Marks                                                                                                                                                                                                                                          | 100 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| Passing Marks                                                                                                                                                                                                                                            | 60  |
| Technical Evaluation Criteria                                                                                                                                                                                                                            |     |
| The Bidder has an experience of Transportation of fuels, minerals, commodity from Karachi Port to upward/downward country. For the purpose bidder have to submit work order / Contract Agreement and end user certificate. (Quantitative) (Doc Required) | 20  |
| The bidder has an experience in Transportation of Coal for Power Plants. The bidder shall submit Service Order / Work Orders with Satisfactory Completion Certificate of End User (Quantitative)(Doc Required)                                           | 25  |
| The Bidder shall submit the details vehicles and their registration certificate and also fitness certificate. (Quantitative) (Doc Required)                                                                                                              | 25  |
| The bidder shall submit valid driving licence of Drivers in relevant category. (Quantitative)(Doc Required)                                                                                                                                              | 10  |
| The bidder shall submit the Annual Audited Statements for last three years (Quantitative)(Doc Required)                                                                                                                                                  | 15  |

The presentation should on Power Point and presented before JPCL management or BoD of Jamsoro Power Company limited. The date and Time will communicated accordingly. (Quantitative)(Doc Required)

5



## Required Services

### Positions Without Lots :

| Position                                                                                                                                                                      | Delivery Schedule                                                                                                                                                                | Quantity   | Bid Security |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------|
| Procurement of Transportation Services on Aggregate Charge Rs. / Metric Tons basis for Transportation of Coal from Thar Coal Mines Thar 660MW Coal Fired Power Plant Jamshoro | <p><b>Address:</b> Mohra Jabal. Dadu Road, Kotri, Jamshoro (District), Hyderabad (Division), Sindh (Province).</p> <p><b>Schedule:</b> 1095 Days <b>Quantity:</b> 2100000/mt</p> | 2100000/mt | 5000000 PKR  |

## Related Services :

No



# Services Specifications

## Positions Without Lots :

**Position:** Procurement of Transportation Services on Aggregate Charge Rs. / Metric Tons basis for Transportation of Coal from Thar Coal Mines Thar 660MW Coal Fired Power Plant Jamshoro

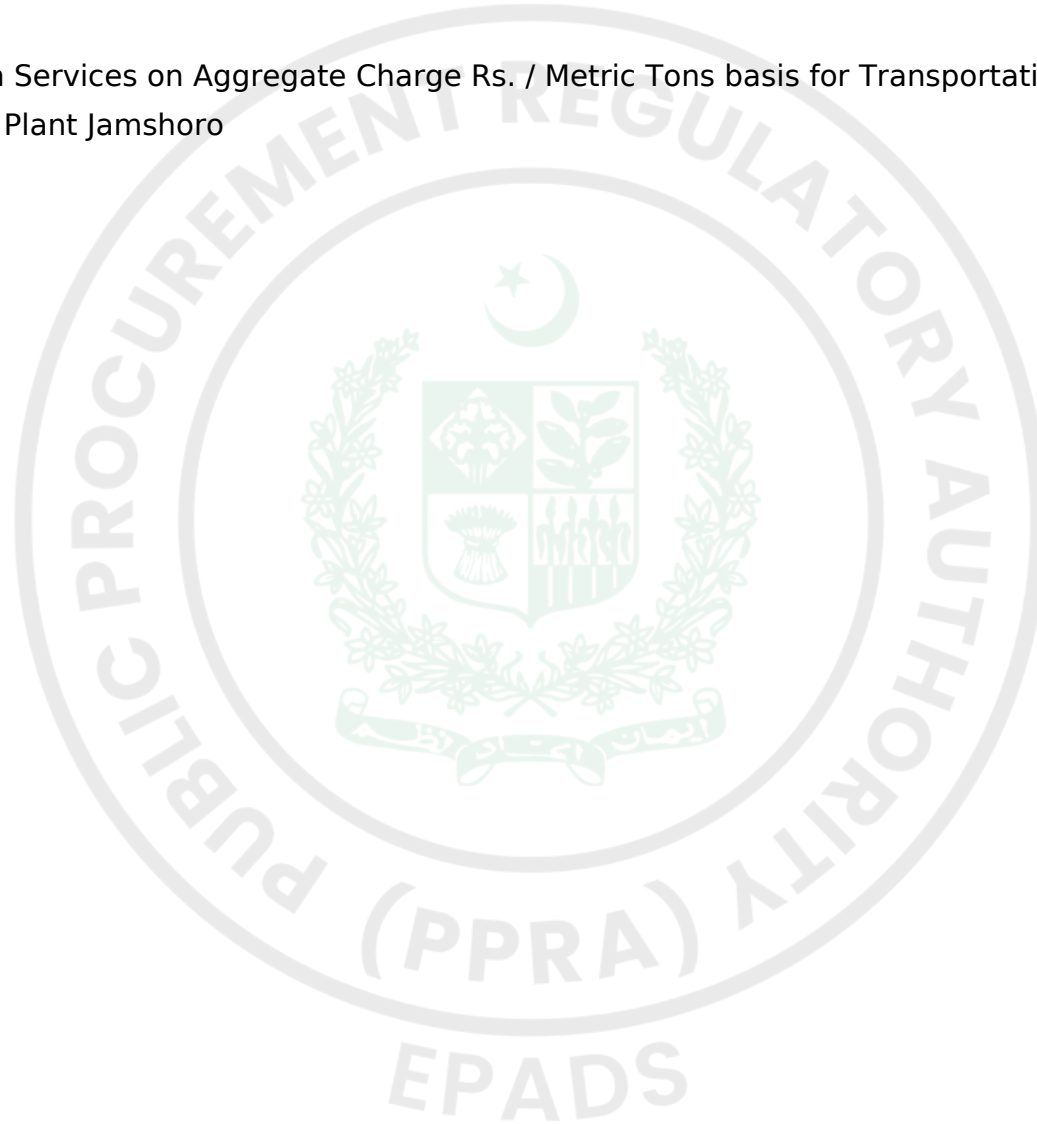
## Specifications / Requirements:

Procurement of Transportation Services on Aggregate Charge Rs. / Metric Tons basis for Transportation of Coal from Thar Coal Mines Thar 660MW Coal Fired Power Plant Jamshoro

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## Scope of Work

Procurement of Transportation Services on Aggregate Charge Rs. / Metric Tons basis for Transportation of Coal from Thar Coal Mines  
Thar 660MW Coal Fired Power Plant Jamshoro



# Price Schedule

## For Individual Positions

| # | Position Title | Quantity | Unit Price (PKR) | Total Price (PKR) | Delivery Location | Delivery Period / Year | Country of Origin |
|---|----------------|----------|------------------|-------------------|-------------------|------------------------|-------------------|
| 1 |                |          |                  |                   |                   |                        |                   |
| 2 |                |          |                  |                   |                   |                        |                   |

## For Lots

| # | Lot Title     | Total Lot Price (PKR) | Country of Origin |
|---|---------------|-----------------------|-------------------|
| 1 | [Lot 1 Title] |                       |                   |





## 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

1.1.1. “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;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “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;

1.1.5. “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;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. “Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. "Party" means the Procuring Agency or the Contractor, as the case may be, and "Parties" means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. "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 Contractor and 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);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. 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;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. 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;

14.1.5. 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.

14.2.1. 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;

14.2.2. 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;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. 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

15.1.1. 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;

15.1.2. 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:

16.3.1. 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;

16.3.2. 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;

16.3.3. 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:

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. 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.

21.3. 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**.

21.4. 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**

#### **32.1. Arbitration**

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 negotiations 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.

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. 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.



## Special Conditions of Contract

## 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 Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

### Number of GC Clause

### Amendments of, and Supplements to, Clauses in the General Conditions of Contract

### Definitions

**The Procuring Agency is:** Jamshoro Power Company Limited (GENCO-I) (Jamshoro Power Company Limited (GENCO-I)), Additional Manager Mohra Jabal. Dadu Road, Kotri, Jamshoro (District), Hyderabad (Division), Sindh (Province).

### The Supplier is:

**The title of the subject procurement is:**(TN CB-35) PROCUREMENT OF TRANSPORTATION SERVICES ON “AGGREGATE CHARGES RS./TON BASIS” FOR TRANSPORTATION OF COAL FROM COAL MINES IN THAR TO 660MW, CFPP JAMSHORO IN COMPLIANCE WITH ENVIRONMENTAL GUIDELINES

### Number of GC Clause 2

### Applicable/Governing Law:

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

### Number of GC Clause 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**.

### Number of GC Clause 4

### Notices:

### The addresses for the notices are:

#### Procuring Agency:

Jamshoro Power Company Limited (GENCO-I) (Jamshoro Power Company Limited (GENCO-I)), Additional Manager  
Mohra Jabal. Dadu Road, Kotri, Jamshoro (District), Hyderabad (Division), Sindh (Province).  
+92-333-270-0879  
mmm@jpcl.com.pk

#### Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

#### **Number of GC Clause 6.1**

#### **The Authorized Representatives are:**

##### **For the Procuring Agency:**

Jamshoro Power Company Limited (GENCO-I) (Jamshoro Power Company Limited (GENCO-I)), Additional Manager  
Mohra Jabal. Dadu Road, Kotri, Jamshoro (District), Hyderabad (Division), Sindh (Province).  
+92-333-270-0879  
mmm@jpcl.com.pk

##### **For the Bidder:**

**Name:** .....

**Designation:** .....

**Address:** .....

#### **Number of GC Clause 7**

##### **Effectiveness of the contract**

The Contractor/Bidder shall be effective within ..... days from the date of signature of the Contract by both parties

#### **Number of GC Clause 8**

##### **Commencement of Contract:**

The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.

#### **Number of GC Clause 10.2**

##### **Expiration of Contract:**

The time period shall be .....

#### **Number of GC Clause 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 Services till the time of alternate arrangements.

#### **Number of GC Clause 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 C2.

#### **Number of GC Clause 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 **1.00% to 10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

#### **Number of GC Clause 21**

#### **Performance Guarantee:**

The amount of performance guarantee shall be 0% of the contract price in acceptable form of Nil

#### **Number of GC Clause 27**

#### **Currency of Payment:**

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

#### **Number of GC Clause F**

#### **Payment terms:**

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

#### **Number of GC Clause F**

#### **Identifying Defects:**

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

#### **Inspections & Tests Requirements**

For being Brand New, bearing relevant reference numbers of the equipment (Certificate from supplier)

For Physical Fitness having No Damages (Certificate from supplier)

For the Country of Origin as quoted by the Supplier (Certificate from manufacturer)

For conformance to specifications and performance parameters, through Prior to delivery inspection (Inspection Report by Procurement Committee / Inspection Team)

For successful operation at site after complete installation, testing and commissioning of the equipment (Installation, Testing and Commissioning Report by Procurement Committee / Inspection Team)

## Delivery & Documents

Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;

Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;

Copies of the packing list identifying contents of each package;

Insurance Certificate;

Manufacturer's or Supplier's Valid Warranty Certificate;

Inspection Certificate issued by the Nominated Inspection Agency (if any), and the Supplier's Factory Inspection Report;

Certificate of Origin.

The above documents would be required even if the equipment has already been imported and is available with the supplier ex-stock

### **Number of GC Clause F 5 & 6**

#### **Following is the guidance for Dispute Resolution**

- i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder 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 Bidder any monies

due to the Bidder.

**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 Bidder 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.



## Bid Securing Declaration

## Form 9: Bid Securing Declaration

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

Bid No.: **P109933**

To: **Jamshoro Power Company Limited (GENCO-I) (Jamshoro Power Company Limited (GENCO-I)), Additional Manager Mohra Jabal. Dadu Road, Kotri, Jamshoro (District), Hyderabad (Division), Sindh (Province).**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
2. Disagreement to arithmetical correction made to the Bid price; or
3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.



## Contract Form

## SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between **Jamshoro Power Company Limited (GENCO-I) (Jamshoro Power Company Limited (GENCO-I)), Additional Manager Mohra Jabal. Dadu Road, Kotri, Jamshoro (District), Hyderabad (Division), Sindh (Province).**

(hereinafter called “the Procuring Agency”) of the one part and [name of Bidder] of [city and country of Bidder] (hereinafter called “the Bidder”) of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **(TNCB-35) PROCUREMENT OF TRANSPORTATION SERVICES ON “AGGREGATE CHARGES RS./TON BASIS” FOR TRANSPORTATION OF COAL FROM COAL MINES IN THAR TO 660MW, CFPP JAMSHORO IN COMPLIANCE WITH ENVIRONMENTAL GUIDELINES (P109933)** and has accepted a Bids by the Bidder for the provision of Goods 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:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency’s Letter of Acceptance; and
8. [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 Goods 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 Goods 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.

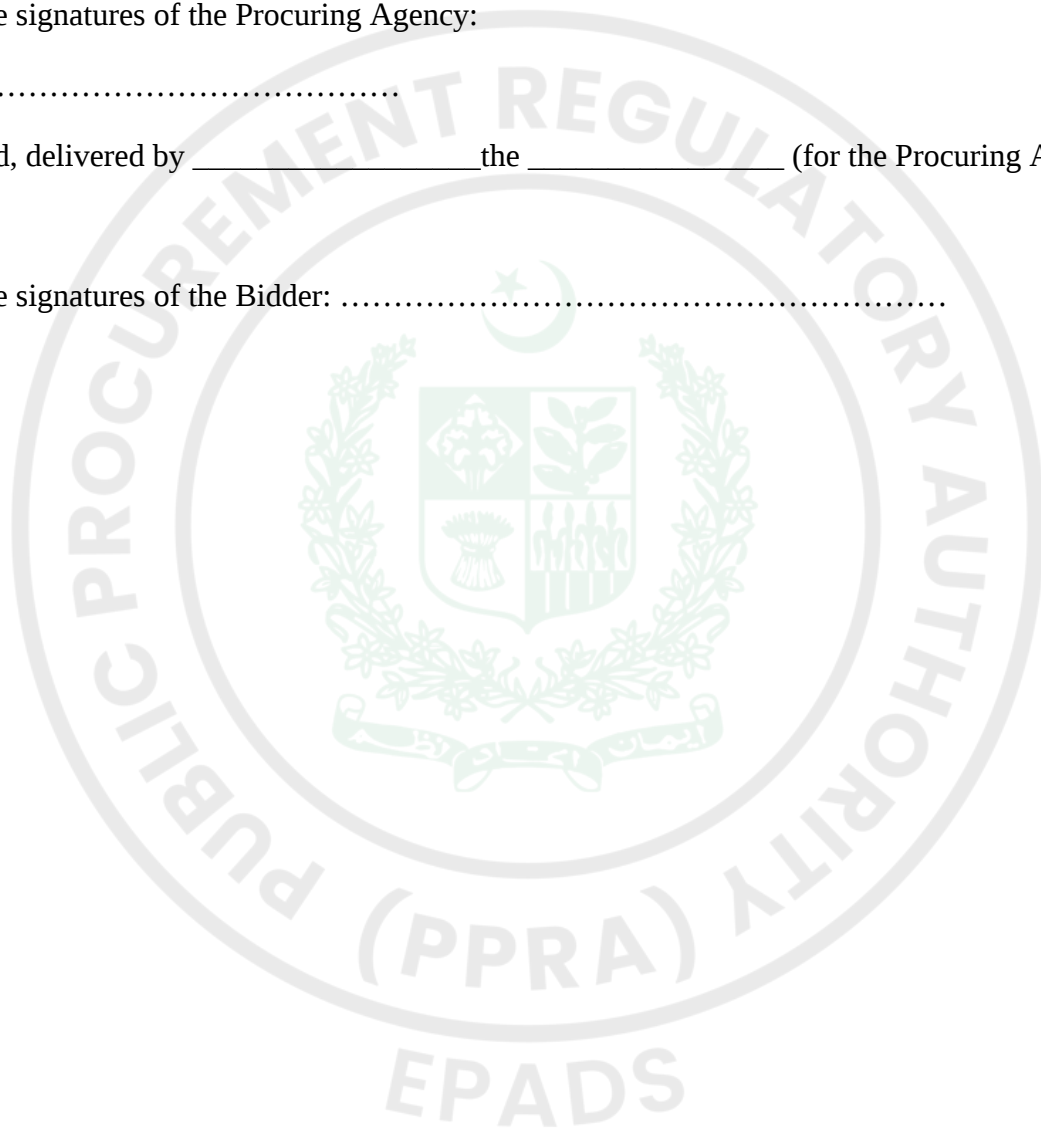
Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Agency)

Witness to the signatures of the Bidder: .....





## Integrity Pact

## Integrity Pact

### **DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE**

**Contract**

Number: Contract

Value: Contract Title:

Dated:

[Name of Supplier] 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 Supplier] 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, consultant, 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 Supplier] 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 Supplier] 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 Supplier] 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 times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] 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.



## Performance Guarantee Form

## Performance Guarantee Form

To: **Jamshoro Power Company Limited (GENCO-I) (Jamshoro Power Company Limited (GENCO-I)), Additional Manager Mohra Jabal. Dadu Road, Kotri, Jamshoro (District), Hyderabad (Division), Sindh (Province).**

WHEREAS *[name of Bidder]* (hereinafter called “the Bidder”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods (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 Bidder’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, 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]





## Annexure

# TRANSPORTATION OF COAL FROM COAL MINES IN THAR TO 660MW, CFPP JAMSHORO IN COMPLIANCE WITH ENVIRONMENTAL GUIDELINES (Details)

Information (Read-Only)

See Form Under Additional Forms and Documents: **TRANSPORTATION OF COAL FROM COAL MINES IN THAR TO 660MW, CFPP JAMSHORO IN COMPLIANCE WITH ENVIRONMENTAL GUIDELINES (Details)** (page number: 71)





## Procurement Forms

## Past Construction Experiences

See Form Under Additional Forms and Documents: **Past Construction Experiences** (page number: 141)

## Financial Resources

See Form Under Additional Forms and Documents: **Financial Resources** (page number: 147)

## Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 148)

## Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 149)

## Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 151)





## Additional Forms and Documents



**JAMSHORO POWER COMPANY LIMITED**  
**TENDER NO.TNCB- 35/ JPCL / CFPP / 2026**

PROCUREMENT OF TRANSPORTATION SERVICES

ON “AGGREGATE CHARGES RS./TON BASIS”

**FOR**

TRANSPORTATION OF COAL FROM COAL MINES IN THAR TO 660MW, CFPP  
JAMSHORO IN COMPLIANCE WITH ENVIRONMENTAL GUIDELINES

SINGLE-STAGE TWO ENVELOPES WITH QUALITY AND COST BASED SELECTION



**JAMSHORO POWER COMPANY LIMITED**

**SEPTEMBER -2026**

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**JAMSHORO POWER COMPANY LIMITED**  
**INVITATION NOTICE**

**TENDER NO.TNCB-35/ JPCL / CFPP / 2026**  
**PROCUREMENT OF TRANSPORTATION SERVICES**  
**ON “AGGREGATE CHARGES RS./TON BASIS”**

**FOR**

TRANSPORTATION OF COAL FROM COAL MINES IN THAR TO 660MW, CFPP  
JAMSHORO IN COMPLIANCE WITH ENVIRONMENTAL GUIDELINES  
SINGLE-STAGE TWO ENVELOPES WITH QUALITY AND COST BASED SELECTION

|    |                                            |                                                                                                                                                                                                                                                                          |
|----|--------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | Scope                                      | Procurement of Transportation Services on Aggregate Charge Rs. / Metric Tons basis for Transportation of Coal from Thar Coal Mines Thar 660MW Coal Fired Power Plant Jamshoro                                                                                            |
| 2  | Eligibility of Bidders                     | i) NOC from SEPA/Road Transport Authority<br>ii) Registered in Sindh Revenue Board.-Active Tax Payer<br>iii) Not de bared / Blacklisted<br><b>The bidder shall submit documentary evidence.</b>                                                                          |
| 3  | Bidding Procedure                          | Bidding shall be conducted on Single Stage –Two Envelope Procedure as per PPRA Rules. The evaluation will be based on Quality and Cost Based Selection (QCBS) to select as <b>“Most Advantageous Proposer/Bidder”</b><br>The details are available in Bidding Documents. |
| 4  | Submission                                 | Electronic Submission through <b>EPAD is mandatory</b> . However one hard copy shall be submitted in the Office of Chief Technical Officer/CE, 660 MW CFPP Jamshoro for reference only.                                                                                  |
| 5  | Closing Date and Time of submission of Bid | On or Before 11.30 hrs 18 <sup>th</sup> September -2026                                                                                                                                                                                                                  |
| 6  | Date and Time of Opening                   | At 12.00 hrs 18 <sup>th</sup> September-2026                                                                                                                                                                                                                             |
| 8  | Availability of Documents                  | The document are available on EPADs and can be downloaded from PPRA Website.                                                                                                                                                                                             |
| 9  | Bid Security                               | PKR- 5,000,000/- ( Rupees Five Millions)                                                                                                                                                                                                                                 |
| 10 | Bid Validity                               | 90 Days after opening of the Bid                                                                                                                                                                                                                                         |
| 11 | Rejection of Bid                           | JPCL reserve the right to reject the bid at any stage prior to award by following Rule-33 of Public Procurement Rules-2004                                                                                                                                               |
| 12 | Contact Details                            | For any query please contact the officer address given below;<br>Phone-022-9213717                                                                                                                                                                                       |

**Chief Technical Officer/Chief Engineer**

660 MW- Coal Fired Power Project,  
Mohra Jabal, Dadu Road, Jamshoro

Phone: 022 9213744, 022 9213742 email: [pdpiu@jpcl.com.pk](mailto:pdpiu@jpcl.com.pk)

A large, light green watermark of the Public Procurement Regulatory Authority (PPRA) seal is centered on the page. The seal is circular with the text "PUBLIC PROCUREMENT REGULATORY AUTHORITY" around the top and "PPRA" in the center. Below the seal, the text "EPADS" is visible.

**SECTIONII: INSTRUCTION TO BIDDERS (ITB)**

**A. INTRODUCTION**



## **JAMSHORO POWER COMPANY LIMITED**

### **1. Scope of Bid**

1.1 The Procuring Agency (PA), as indicated in the **Bid Data Sheet** (BDS) invites Bids for the testing of coal and witness of weighment as specified in the BDS and **Section V - Technical Specifications & Schedule of Requirements**. The successful Bidders will be expected to provide the testing services in accordance with the standard within the specified period and timeline(s) as stated in the **BDS**.

1.2 Unless otherwise stated throughout this document definitions and interpretations shall be as prescribed in the General Conditions of the Contract (GCC).

### **2. Source of Funds**

2.1 Jamshoro Power Company Limited is operating 660 MW Coal Fired Power Plant having its own resources / Funds.

### **3. Eligible Bidders**

3.1 A Bidder may be natural person, company or firm of Pakistan who qualify the eligibility criteria defined at Section –IV of this document.

3.2 A Bidder shall not have a conflict of interest. A Bidder, who is found to have a conflict of interest, shall be disqualified.

3.3 A Bidder may be ineligible if;

(a) he is declared bankrupt or, in the case of company or firm, insolvent;

(b) payments in favor of the Bidder are suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

(c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;

(d) the Bidder is convicted, by a final judgment, of

## JAMSHORO POWER COMPANY LIMITED

any offence involving professional conduct;

- (e) the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.
- (f) The firm, supplier and contractor are blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.

- |                       |     |                                                                                                                                                                                                                                             |
|-----------------------|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                       | 3.4 | Bidders shall provide evidence of their continued eligibility to the satisfaction of the Procuring Agency, as the Procuring Agency shall reasonably request.                                                                                |
| 4. Eligible Countries | 4.1 | All countries except India and Israel                                                                                                                                                                                                       |
| 5. One Bid per Bidder | 5.1 | A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.                                                                              |
| 6. Cost of Bidding    | 6.1 | The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |

### B. BIDDING DOCUMENTS

- |                                  |              |                                                                                                                                              |
|----------------------------------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| 7. Contents of Bidding Documents | 7.1          | The Contents of the Bidding Documents listed below should be read in conjunction with any addenda issued in accordance with ITB 9.2 include: |
|                                  | Section I -  | Invitation to Bids                                                                                                                           |
|                                  | Section II-  | Instructions to Bidders (ITBs)                                                                                                               |
|                                  | Section III  | Bid Data Sheet (BDS)                                                                                                                         |
|                                  | Section IV   | Eligible Countries                                                                                                                           |
|                                  | Section V    | Technical Specifications, Schedule of Requirements                                                                                           |
|                                  | Section VI   | Forms – Bid                                                                                                                                  |
|                                  | Section VII  | General Conditions of Contract (GCC)                                                                                                         |
|                                  | Section VIII | Special Conditions of Contract (SCC)                                                                                                         |
|                                  | Section IX   | Schedules                                                                                                                                    |
|                                  | Section X    | Standard Forms.                                                                                                                              |

## JAMSHORO POWER COMPANY LIMITED

- 7.2 The number of copies to be completed and returned with the Bid is specified in the **BDS**.
- 7.3 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all the information required in the Bidding Documents will be at the Bidder's risk and may result in the rejection of his Bid.
8. Clarification of Bidding Documents, Pre-Bid Meeting and Site Visit
- 8.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the **BDS**.
- 8.2 The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in **ITB 23.1**. However, this clause shall not apply in case of alternate methods of Procurement.
- 8.3 Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through an identified source of communication, including a description of the inquiry, but without identifying its source.
- In case of downloading of the Bidding Documents from the website of PA, the response of all such queries will also be available on the same link available at the website.
- 8.4 Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **ITB 9**.
- 8.5 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 Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.

## JAMSHORO POWER COMPANY LIMITED

|                                   |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----------------------------------|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                   | 8.6 | Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Documents 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 <b>ITB 9</b> . Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder. |
|                                   | 8.7 | The Bidder may wish to visit and examine the site of 660 MW-CFPP Jamshoro , at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.                                                                                                                                                                                                                                                                                                                                                                                |
|                                   | 8.8 | The Procuring Agency will arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives the Procuring Agency adequate notice of a proposed visit of at least seven (07) days. Alternatively, the Procuring Agency may organize a site visit or visits concurrently with the pre-bid meeting, as specified in the BDS for ITB Clause 8.5. Failure of a Bidder to make a site visit will not be a cause for its disqualification                                                                                                                                                                  |
|                                   | 8.9 | No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 9. Amendment of Bidding Documents | 9.1 | 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 addenda.                                                                                                                                                                                                                                                                                                                                                                                                               |
|                                   | 9.2 | Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to <b>ITB 7.1</b> and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the bidders who have obtained the Bidding                                                                                                                                                                                                                                                                                                                                               |

## **JAMSHORO POWER COMPANY LIMITED**

Documents from the Procuring Agency. The Procuring Agency shall promptly publish the Addendum at the Procuring Agency's web page identified in the BDS:

Provided that the bidder who had either already submitted their bid prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.

- 9.3 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 Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.

### **C. PREPARATION OF BIDS.**

#### **10. Language of Bid**

- 10.1 The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency shall be written in the English language unless otherwise specified in the BDS. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the Bidder, the translation shall govern.

#### **11. Documents Constituting the Bid**

- 11.1 **The Bid prepared by the Bidder shall constitute the following components: -**

- a) **Form of Bid and Bid Prices completed in accordance with ITB 14 and 15;**
- b) **Details of the Sample(s) where applicable and requested in the BDS.**
- c) **Documentary evidence established in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process;**

## JAMSHORO POWER COMPANY LIMITED

- d) Documentary evidence established in accordance with **ITB 13.3(a)** that the Bidder has been authorized by the manufacturer to deliver the laboratory equipments and testing services in respect of coal testing into Pakistan, where required.
- e) **Documentary evidence established in accordance with ITB 12 that the laboratory equipment and testing services for coal testing to be supplied by the Bidder are eligible, and conform to the Bidding Documents;**
- f) **Bid security or Bid Securing Declaration furnished in accordance with ITB 18;**
- g) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and
- h) Any other document required in the .

### 12. Form of Bid

- 12.1 The Bidder shall fill the Form of Bid furnished in the Bidding Documents. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted.

### 13. Bid Price

- 13.1 The Bid price, to be quoted in the Form of Bid Price, shall be the total price of the Bid in Schedule Prices of the agreement.
- 13.2 The Bidder shall quote the unit prices (Rupees/Metric Ton of coal) and 18% GST it proposes to deliver under the contract.

### 14. Bid Currencies.

- 14.1 Prices shall be quoted in the Pakistani currency.

### 15. Bid Validity

- 15.1 Bids shall remain valid for the period of 90 days 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.

### 16. Bid Security or Bid Securing Declaration

- 16.1 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

## **JAMSHORO POWER COMPANY LIMITED**

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.

- 16.2 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,
- 16.3 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) (b) the expiry of the Bid Security; 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) (d) 14.5 the rejection by the Procuring Agency of all Bids; 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.
- 16.4 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.



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17. Withdrawal,  
Substitution, and  
Modification

17.1 Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.

18. Submission of Bids  
through EPADS  
before Dead line

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.

19. Opening of Bid

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.



## **JAMSHORO POWER COMPANY LIMITED**

- 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 Bid
- 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 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 Bids and
- 22.1 Prior to the comparison of Bids, the Employer will determine whether each Bid is substantially

Determination of  
Responsiveness

responsive to the requirements of the Bidding Documents.

22.2 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in Sub-Clause IB.10.

22.3 A substantially responsive Bid is one which meets the requirements of the Bidding Documents, without material deviation, reservation or omission. A material deviation, reservation or omission is one that,

(a) if accepted, would:

(i) affect in any substantial way the scope, quality or performance of the disposal work; or

(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the proposed Contract; or

(b)

22.4 During the evaluation of Bids, the following definitions apply:

"Deviation" is a departure from the requirements specified in the Bidding Documents;

"Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and

"Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.

22.5 The Employer shall examine the technical aspects of the Bid submitted in accordance with Sub-Clause IB.10.1, in particular, to confirm that all requirements stated in Schedule of Requirements and scope of services have been met without any material deviation, reservation or omission.

## **JAMSHORO POWER COMPANY LIMITED**

- 22.6 If a Bid is not substantially responsive to the requirements of the Bidding Documents, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation, reservation or omission.
23. Nonmaterial Nonconformities
- 23.1 Provided that a Bid is substantially responsive, the Employer may waive any non conformity in the Bid.
- 23.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 23.3 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a non-conforming item.
24. Evaluation and Comparison of Bids
- 24.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.22. The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 24.2 In evaluating and comparing the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- A Making an appropriate price adjustment for any quantifiable nonmaterial nonconformities in



## **JAMSHORO POWER COMPANY LIMITED**

accordance with Sub-Clause IB.23.3; and

B The additional evaluation factors are specified in Section Evaluation Criteria and Qualification Forms.

24.3 To facilitate evaluation and comparison, the Employer will convert all Bid Prices expressed in various currencies to Pak. Rupees at the TT Selling Rates published or authorized by the State Bank of Pakistan prevailing on the date of opening of Bids.

### **F- Award of Contract**

#### **25 Award Criteria**

25.1 Subject to Clauses IB.27 the Employer will award the Contract to the Bidder who's Bid has been determined as most advantageous Bid (substantially responsive to requirements of the Bidding Documents with the lowest evaluated Bid Price).

25.2 In case two or more Bidders have submitted equal/identical Bid Prices, and their Bids have been evaluated as most advantageous bids, the Employer shall provide the opportunity to these Bidders to submit revised Bid Prices which shall not be less than the Bid Price offered earlier. Those revised Bid Prices shall be opened and read out on the same day in the presence of the Bidders. The Price Bids shall then be evaluated in accordance with provisions of the Bidding Documents.

#### **26. Employer's Right to Annul the Bidding Process**

The Employer reserves the right to annul the bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation.

The Employer shall upon request communicate to any Bidder who submitted a Bid, the grounds for its rejection of all Bids but is not required to justify those grounds. Rejection of all Bids shall be notified to all Bidders promptly.



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### **27. Notification of Award**

27.1

Prior to expiration of the period of Bid validity prescribed by the Employer, the Employer will notify the successful Bidder in writing ("Letter of Acceptance") that his Bid has been accepted

27.2

No negotiation with the Bidder having submitted most advantageous Bid or any other Bidder shall be permitted, however, Employer may have clarification meetings before issuing Letter of Acceptance to get clarified any item in the Bid evaluation report

27.3

The Letter of Acceptance/ notification of award and its acknowledgement/acceptance by the Bidder will constitute the formation of the Contract, binding the Employer and the Bidder till signing of the formal Contract Agreement.

27.4

Upon furnishing by the successful Bidder of a Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful and return their Bid securities in accordance with Sub-Clause IB.16

### **28. Performance Security**

28.1

The successful Bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Conditions of Contract, within a period of 14 days after the receipt of Letter of Acceptance

28.2

Failure of the successful Bidder to comply with the requirements of Sub Clause IB.29.1 or Clauses IB.29 or IB.30 shall constitute sufficient grounds for the annulment of the award, forfeiture of the Bid security and to award the Contract to the Bidder having submitted next advantageous Bid.

### **29. Signing of Contract Agreement**

Within 07 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will notify the successful Bidder to depute its representative with appropriate Power of Attorney to sign the Contract



## **JAMSHORO POWER COMPANY LIMITED**

Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.

29.2

The formal Agreement between the Employer and the successful Bidder shall be executed within 07 days of the receipt of the above stated notification by the successful Bidder from the Employer

### **30. Integrity Pact**

30.1

The Bidder shall sign and stamp the Integrity Pact provided at Schedule-G to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding PKR ten million. Failure to provide such Integrity Pact shall make the Bid non-responsive.

### **31. Instructions not Part of Contract**

31.1

Bids shall be prepared and submitted in accordance with the Instructions to Bidders which are provided to assist the Bidders in preparing Bids but do not constitute part of the Contract.

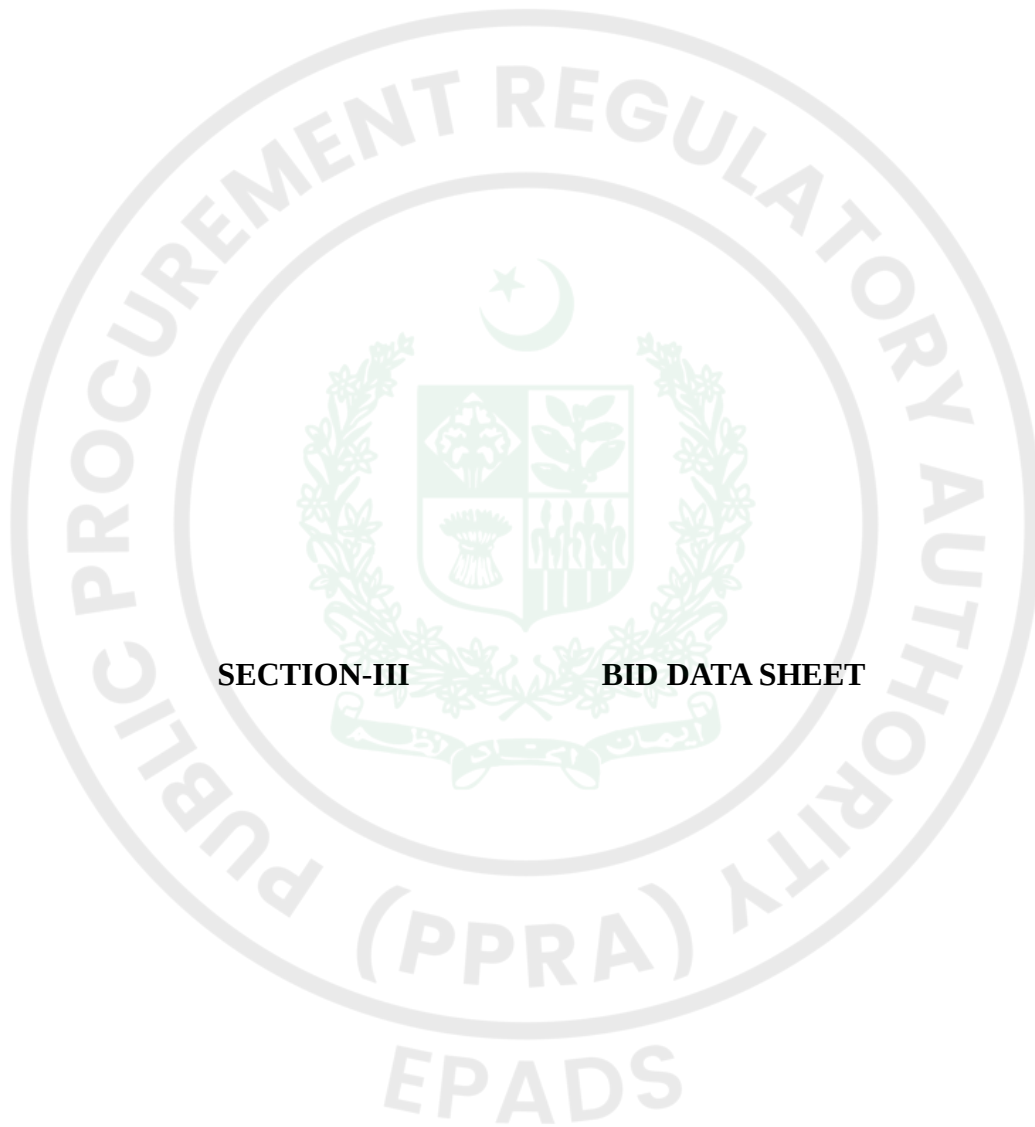
### **32. Corrupt and Fraudulent Practices**

32.1

The Employer will reject a Bid if it determines that the Bidder recommended for award, or any of its personnel, or its agents, or its sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract under this bidding.

32.2

The Employer will blacklist and hence forthwith debar a Constructor or individual, at any time, in accordance with the prevailing Public Procurement Rules 2004.



**SECTION-III**

**BID DATA SHEET**



## **JAMSHORO POWER COMPANY LIMITED**

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.

| <b>S.No.</b> | <b>ITB NO.</b> | <b>Amendments of, and Supplements to, Clauses in the Instruction to Bidders.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>01</b>    | <b>1.1</b>     | <p><b>Name of Procuring Agency:</b></p> <p>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.</p> <p><b>The subject of procurement is:</b></p> <p>Procurement of Transportation Services on “Aggregate Charges Rs. /Ton Basis” for Transportation of Coal from Coal Mines in Thar to 660MW, CFPP Jamshoro in compliance with Environmental Guidelines</p> <p><b>Period for Provision of Services:</b></p> <p>Three Years (36 months)/completion of project whichever earlier from date of issuance of Notice to Lift (NTL) which will be issued on an appropriate time after signing of contract agreement.</p> <p>Expected commencement date for Provision of Non-Consultancy Services:</p> <p>Upon notice to Lift (NTL)</p> |
| <b>02</b>    | <b>2.1</b>     | <p>Financial year for the operations of the Procuring Agency:</p> <p>FY 2025-26&amp; 26-27 Identification Number:</p> <p>TNCB-35/TCTS/CFPP/JPCL/2025</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>03</b>    | <b>5.1</b>     | <p>The Bidders may seek clarifications through EPADS:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>04</b>    | <b>5.5</b>     | <p>Pre-bid meeting shall be convened on[date, time and physical Venue/ digital plat form].</p> <p>NOT APPLICABLE</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>05</b>    | <b>6.2</b>     | <p>Any addendum, in case issued, shall be published on procuring agency website <a href="http://www.jpcl.com.pk">www.jpcl.com.pk</a></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |



## JAMSHORO POWER COMPANY LIMITED

and on EPADS [www.eprocure.gov.pk](http://www.eprocure.gov.pk).

Following documents shall be submitted along with bidding documents:

- 06            8.1
- Covering Letter
  - Bid Security in Original. Scanned copy uploaded on EPADS and Original submitted with PA 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.
- 07            10.1            The Language of all correspondences and documents related to the Bid shall be **English**.
- 08            13.1            The price shall be fixed and must include all taxes and duties.
- 09            14.1            Currency of the Bid shall be in **Pakistani**
- 10            15.1            The Bid Validity period shall be **90 days'**
- 11            16.1            The amount of Bid Security shall be  
PKR-5,000,000
- 12            16.2            The Bid Security shall be in the form CDR /Pay Order/Bank Guarantee in favor of Chief Executive Officer, JPCL Jamshoro.
- 13            16.3            The Bid Security shall be valid for: 28 days beyond the expiry of the Bid validity period.
- 14            18.1            The bids shall be submitted through Electronic mean by uploading on EPADS, However one copy of bid should be submitted in the office of Chief Executive Officer , JPCL Jamshoro. The opening date of bid is as under:  
  
Opening date and time: 18<sup>th</sup> September-2026 at 12.00 hrs
- 15            22.1            The evaluation of Bids is based on Quality and Cost Based Selection, wherein,, the bidder will qualify the bid by obtaining 60 marks and having least cost , will be declared as Most Advantageous Bidder
- 16            28.1            The Bidder shall furnish Performance Security on the Performa attached for an amount of **PKR-50/- Millions** within fourteen (14) days of letter of acceptance , failing which the bid security will be forfeited

**SECTION –IV - ELIGIBILITY AND QUALIFICATION CRITERIA**

**4.1 Eligibility (Mandatory)**

| S. No. | Subject                                         | Compliance Requirement                                                                     | Document Submission                                                                                                                                                                                                                                                                                                                          |
|--------|-------------------------------------------------|--------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 01     | Nationality                                     | Nationality in accordance with Sub-Clause IB.3.1 (a).                                      | Submit undertaking                                                                                                                                                                                                                                                                                                                           |
| 02     | Conflict of Interest                            | No Conflict of Interest in accordance with Sub-Clause IB.3.7                               | Undertaking in the Letter of Technical Bid                                                                                                                                                                                                                                                                                                   |
| 03     | Debarment/Black listing                         | Not having been debarred / blacklisted in accordance with paragraph Sub-Clause IB.2.1 (c). | Undertaking in the Letter of Technical Bid.                                                                                                                                                                                                                                                                                                  |
| 04     | Pending Litigation                              | Not have any litigation against the company                                                | The bidder shall submit a declaration on its letter duly signed by an authorized representative, disclosing all pending litigation, arbitration or legal proceedings involving the bidder as of the bid submission date. The declaration shall include the case title, court / tribunal, case number, nature of dispute, and present status. |
| 05     | Active Tax Payer                                | Valid Certificates                                                                         | The bidder shall submit FBR Certificate. And also SRB Certificate.                                                                                                                                                                                                                                                                           |
| 06     | Approval of SEPA / existing Transport Authority |                                                                                            | The bidder shall submit NOC from SEPA and also registration certificate with Road Transport Authority.                                                                                                                                                                                                                                       |

**Note:** The firm who will not meet with the above stated eligibility criteria will not be considered for Technical Evaluation

**4.2 Qualification / Technical Criteria**

| S.No | Description                                                                                                                                                                                                                  | Maximum Marks | Remarks                                                                                                                                                                                                                    |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 01   | <b>General Experience</b><br>10 + years <b>20 marks</b><br>5-10 years <b>15 marks</b><br>3- 5 Years <b>10 Marks</b><br>Below three (03) year <b>0 Marks</b>                                                                  | 20            | The Bidder has an experience of Transportation of fuels, minerals, commodity from Karachi Port to upward/downward country. For the purpose bidder have to submit work order / Contract Agreement and end user certificate. |
| 02   | <b>Relevant Experience</b><br>Completed Five (05) or more similar assignment <b>25 Marks</b><br>Less than five (05) assignment <b>5 Marks for each assignment</b>                                                            | 25            | The bidder has an experience in Transportation of Coal for Power Plants. The bidder shall submit Service Order / Work Orders with Satisfactory Completion Certificate of End User.                                         |
| 03   | <b>Equipment Availability</b><br>Trucks must have hydraulic unloading Mechanism.<br>≥ 50% Trucks <b>25 Marks</b><br>20 % - 50 %-Trucks <b>10 Marks</b><br>10% - 20 % Trucks <b>05 Marks</b><br>Less than 10 % <b>0 Marks</b> | 25            | The Bidder shall submit the details vehicles and their registration certificate and also fitness certificate.                                                                                                              |
| 04   | <b>Man Power Resources</b><br>50 No HTV Drivers <b>10 Marks</b><br>25 No. Supporting Staff<br>2 6 No. HTV Drivers<br>13 No Supporting Staff <b>05 Marks</b><br>Less than 25 No HTV Driver <b>0 Marks</b>                     | 10            | The bidder shall submit valid driving licence of Drivers in relevant category.                                                                                                                                             |



## JAMSHORO POWER COMPANY LIMITED

|              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |            |                                                                                                                                                                       |
|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 05           | <p><b>Annual turn over</b></p> <p>≥ 300.00 Millions <b>15 Marks</b></p> <p>200- 300 Million <b>10 Marks</b></p> <p>100 – 200 Million <b>05 Marks</b></p> <p>Below- 100 Millions <b>0 Marks</b></p>                                                                                                                                                                                                                                                                                                                       | 15         | The bidder shall submit the Annual Audited Statements for last three years                                                                                            |
| 06           | <p><b>Power Point Presentation.</b></p> <p>The bidder shall present the Company Profile with following;</p> <p>1.Necessary Approvals, of various Regulating Agencies.</p> <p>2.Number of Owned Equipments (Trucks) &amp; Leased Equipment with owner ship record or lease agreement.</p> <p>3. Documentary evidence, such as work orders, Service orders and Contract Agreement in respect of General and Relevant Experience.</p> <p>4.Financial Capability by explaining the auditable sheets and annual turnover.</p> | 05         | The presentation should on Power Point and presented before JPCL management or BoD of Jamsoro Power Company limited. The date and Time will communicated accordingly. |
| <b>Total</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>100</b> |                                                                                                                                                                       |

### Note:

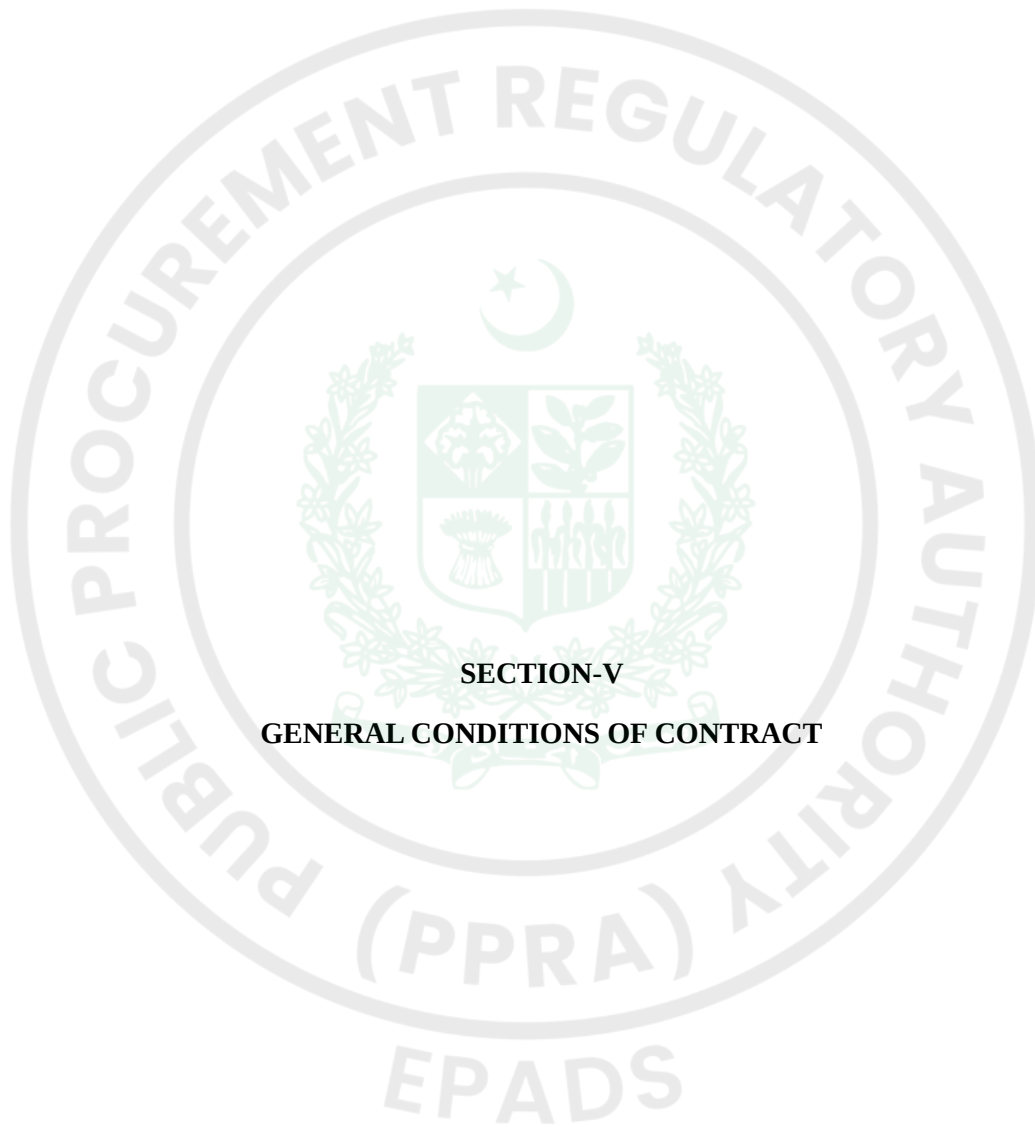
- The minimum qualifying marks are 60, The Financial proposal of firm having less than 60 marks in technical evaluation will not be considered for Financial Evaluation.
- The Quality and Cost Based Selection Procedure will be adopted in the Evaluation of the bid, The Quality and Cost Ratio is **70:30** wherein the weightage to **Quality is 70**, whereas the weightage to **Cost is 30**.
- The total number of firms will be calculated as follow;

Technical Number = (Marks in Technical Evaluation x70)/100

Financial Marks = (Quoted Lowest Cost/ Quoted cost of respective bid) x100

Financial Number = (Financial Marks x30)/100

**Total Number = Technical Number + Financial Number**



**SECTION-V**  
**GENERAL CONDITIONS OF CONTRACT**



## JAMSHORO POWER COMPANY LIMITED

### 1- General

#### 1 Definitions

1.1 Unless the context otherwise requires, the following terms when ever 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) **“Procuring Agency ”**means: -

- i. any Ministry, Division, Department or any Office of the Federal Government;
- ii. any authority, corporation, body or organization established by or under a Federal Law or which is owned or controlled by the Federal Government;

(c) **“The Contract”** means an agreement enforceable by law;

(d) **“The Contract Price”** means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations;

(e) **“The Services”** means the work to be performed by the Service Provider pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Bidders Proposal.

(f) **“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 Service Provide recovered under the Contract;

(g) **“GCC”** means the General Conditions of Contract contained in this section;

(h) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented;

(i) **“Day”** means calendar day unless indicated otherwise.

(j) **“Effective Date”** means the date on which this Contract comes into force and effect.

**“The Service Provider/ The Bidder”** means the individual or

## JAMSHORO POWER COMPANY LIMITED

|   |                |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|---|----------------|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |                | (l) | corporate body whose Proposal to provide the Services has been accepted by the Procuring Agency;                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|   |                | (m) | <b>“The Project Site,”</b> where applicable, means the place or places named in Proposal / Bid Data Sheet or technical Specifications;                                                                                                                                                                                                                                                                                                                                                                                           |
|   |                | (n) | <b>“Government”</b> means the Government of Pakistan;                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|   |                | (o) | <b>“Local Currency ”</b> means the currency of Pakistan;                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|   |                | (p) | <b>“In Writing ”</b> means communicated in written form with proof of receipt;                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|   |                | (q) | <b>“Completion Date”</b> means the date of completion of the Services by the Service Provider as certified by the Procuring Agency;                                                                                                                                                                                                                                                                                                                                                                                              |
|   |                | (r) | <b>“Foreign Currency ”</b> means any currency other than the currency of the country of the Procuring Agency;                                                                                                                                                                                                                                                                                                                                                                                                                    |
|   |                | (s) | <b>“Party ”</b> means the Procuring Agency or the Service Provider, as the case may be, and <b>“Parties”</b> means both of them;                                                                                                                                                                                                                                                                                                                                                                                                 |
|   |                | (t) | <b>“Service”</b> means any object of procurement other than goods or works;                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|   |                |     | <b>“Sub contractor”</b> means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub- Clauses 3.5 and 4.                                                                                                                                                                                                                                                                                                                                                        |
| 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 Service Provider and 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.                                                                                                                                                                         |



## **JAMSHORO POWER COMPANY LIMITED**

|    |                                                           |      |                                                                                                                                                                                                                                                                                                                                                           |
|----|-----------------------------------------------------------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5  | Location                                                  | 5.1  | The Services shall be performed at such locations as the Procuring Agency may approve.                                                                                                                                                                                                                                                                    |
| 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 Service Provider may be taken or executed by the officials specified in the SCC.                                                                                                                  |
|    |                                                           | 6.2  | In case the Service Provider is a Joint Venture, the members hereby authorize the member specified in the SCC to action their behalf in exercising all the Service Provider's rights and obligations towards the Procuring Agency under this Contract, including without limitation the receiving of instructions and payments from the Procuring Agency. |
| 7  | Effectiveness of Contract                                 | 7.1  | This Contract shall come in to 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 Service Provider 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                                                   | 9.1  | Before commencement of the Services, the Service Provider 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 Service Provider shall start carrying out the Services thirty (30) 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 15 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                                                                                                                                                                                                                                                                                         |



## **JAMSHORO POWER COMPANY LIMITED**

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 proposals for modification or variation made by the other Party.

In cases of any modifications or variations, 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 Party and which makes a Party’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 Party 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 Service Provider 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.**

- (a) 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

## **JAMSHORO POWER COMPANY LIMITED**

shall give at least thirty (30) calendar days' written notice of termination to the Service Provider in case of the events referred below

- (b) If the Service Provider fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;
  - (c) If the Service Provider becomes (or, if the Service Provider consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their credit or relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
  - (d) If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings;
  - (e) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

### **14.2 By the Bidder.**

The Service Provider 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 Service Provider pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Service Provider that such payment is overdue.
- (b) If, as the result of Force Majeure, the Service Provider 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 Service Provider may have subsequently approved in writing) following the receipt by the



## **JAMSHORO POWER COMPANY LIMITED**

Procuring Agency of the Service Provider's notice specifying such breach.

### **2- OBLIGATION OF BIDDER**

#### **15 General**

##### **15.1 Standard of Performance**

(i) The Service Provider 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 Service Provider 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 Service Provider shall employ and provide such qualified and experienced Experts and Sub-Service Providers as are required to carry out the Services.

(iii) The Service Provider may subcontract part of the Services to an extent and with such Key Experts and Sub-Service Providers as may be approved in advance by the Procuring Agency.

##### **15.2 Law Applicable to Services.**

The Service Provider 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-Service Providers, comply with the Applicable Law.

#### **16 Conflict of Interests**

##### **16.1 Service Provider Not to Benefit from Commissions and Discounts.**

The remuneration of the Service Provider shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider 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 Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either



## **JAMSHORO POWER COMPANY LIMITED**

of them similarly shall not receive any such additional remuneration.

### **16.2 Service Provider and Affiliates Not to be Otherwise Interested in Project.**

The Service Provider agrees that ,during the term of this Contract and after its termination, the Service Provider 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 Service Provider 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 Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

After the termination of this Contract, such other activities as may be specified in the SCC.

### **17 Confidentiality**

- 17.1 Except with the prior written consent of the Procuring Agency, the Service Provider and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Service Provider and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

### **18 Insurance to be Taken Out by the Service Provider**

#### **18.1 The Service Provider**

- (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its(or the Subcontractors', 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



## JAMSHORO POWER COMPANY LIMITED

paid.

- |    |                                                                                       |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----|---------------------------------------------------------------------------------------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 19 | Service Provider's Actions Requiring Procuring Agency's Prior Approval                | 19.1 | <p>The Service Provider shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"><li>(a) entering in to a subcontract for the performance of any part of the Services,</li><li>(b) appointing such members of the Personnel not provided by the service provider;</li><li>(c) changing the Program of activities; and any other action that may be specified in the SCC.</li></ul>                                                                 |
| 20 | Reporting Obligations                                                                 | 20.1 | <p>The Service Provider shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.</p>                                                                                                                                                                                                                                                                                                                                                                  |
| 21 | Documents Prepared by the Service Provider to Be the Property of the Procuring Agency | 21.1 | <p>All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider shall be come and remain the property of the Procuring Agency, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Agency, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents.</p> |
| 22 | Liquidated Damages                                                                    | 22.1 | <p><b>Payments of Liquidated Damages</b></p> <p>The Service Provider 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 Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.</p>             |
|    |                                                                                       | 22.2 | <p><b>Correction for Over-payment.</b></p> <p>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 Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates</p>                                                                                                             |

specified in SCC.

### 22.3 Lack of performance penalty

If the Service Provider 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 Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the SCC.

## 23 Performance Guarantee

23.1 Within fourteen (14) days from the issuance of acceptance letter from the Purchaser, the successful Service provider shall furnish the Performance Guarantee in shape of CDR at the discretion of the Purchaser in the amount **specified in SCC**. In case the amount of proposal security is equal or greater than the value of the Services to be supplied then the service provider shall not require furnishing the Performance Guarantee separately, it will be retained or deducted from the service provider's claim on service provider's choice.

23.2 The proceeds of the Performance Guarantee shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser and shall be in the acceptable form as specified in SCC.

23.3 The Performance Guarantee will be discharged by the Purchaser 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**.

## 24 Fraud and Corruption

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

## 25 Sustainable Procurement

25.1 The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

### **3- OBLIGATIONS OF THE PROCURING AGENCY**

- |     |                              |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----|------------------------------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 26  | Change in the Applicable Law | 26.1 | 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 <b>SCC</b> . |
| 27. | Services and Facilities      | 27.1 | 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.                                                                                                                                                                                            |
|     |                              | 27.2 | 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.               |

### **4- Payments to the Contractor.**

- |    |                                 |      |                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----|---------------------------------|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 28 | Contract Price                  | 28.1 | The price payable shall be in Pakistani Rupees unless otherwise specified in the <b>SCC</b> .                                                                                                                                                                                                                                                                                                                                            |
| 29 | Terms and Conditions of Payment | 29.1 | Payments will be made to the Contractor according to the payment schedule stated in the <b>SCC</b> and as per actual invoice submitted by the Contractor.                                                                                                                                                                                                                                                                                |
|    |                                 | 29.2 | Unless otherwise stated in the <b>SCC</b> , 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 <b>SCC</b> . Any other payment shall be made after the conditions listed in the <b>SCC</b> for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due. |
| 30 | Quality Control Identifying     | 30.1 | The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the <b>SCC</b> . The Procuring Agency shall check the Contractor's performance and                                                                                                                                                                                                                                           |



## **JAMSHORO POWER COMPANY LIMITED**

### **Defects**

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**.

### **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**

#### **32.1 Arbitration**

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 negotiations 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.

A large, light green watermark of the Public Procurement Regulatory Authority (PPRA) seal is centered on the page. The seal is circular with the text "PUBLIC PROCUREMENT REGULATORY AUTHORITY" around the top and "PPRA" at the bottom. In the center is the national emblem of Pakistan, featuring a shield with a star and crescent, and a wreath. Below the emblem, the text "EPADS" is visible.

**SECTION – VI**  
**SPECIAL CONDITIONS OF CONTRACT**



## **JAMSHORO POWER COMPANY LIMITED**

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 indicated in parentheses.

### **Number of 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:**



## **JAMSHORO POWER COMPANY LIMITED**

- GCC-14      The time period shall be **Three years.**
- 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-22      **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 **01% of quoted price per M. Tons for each day in delay for every batch of 10,000 M. Tons for delay in delivery** and also any breach of contract in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority. The maximum Cap of LDs is not exceeding the cap of Performance Guarantee.
- GCC-23      **Performance Guarantee:**  
The amount of performance guarantee shall be PKR-50.00 Millions in the form of Pay Order / CDR or Bank Guarantee in favor of Chief Executive Officer, JPCL Jamshoro.
- 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 at the completion of each batch of 10,000 M.Tons , the invoice will be submitted with supporting documents as mentioned in the Scope of Services/Schedule -6.
- GCC-30      **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-32      **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

## **JAMSHORO POWER COMPANY LIMITED**

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.

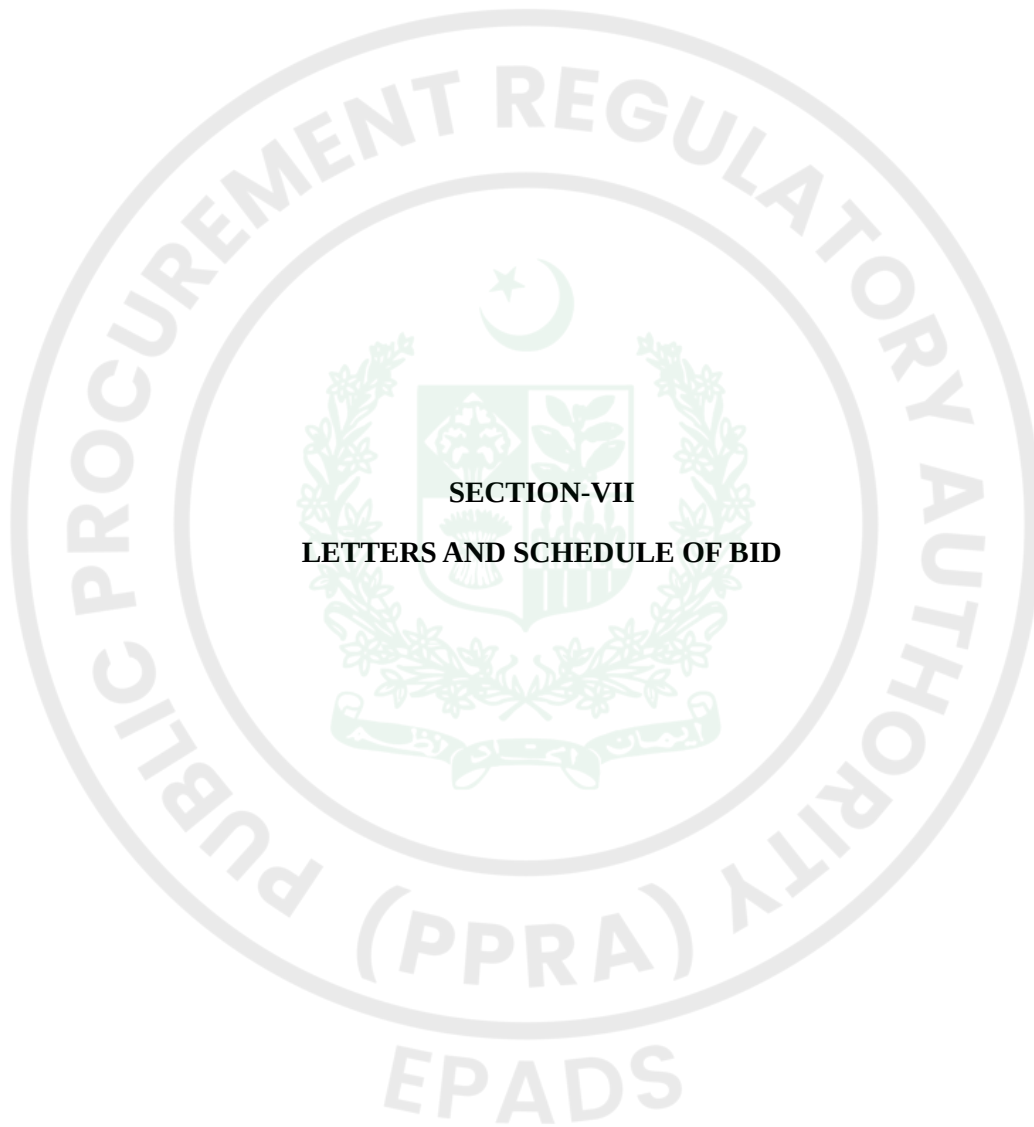
Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the contractor any monies due to the Contractor.

### **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.



**SECTION-VII**  
**LETTERS AND SCHEDULE OF BID**



## **JAMSHORO POWER COMPANY LIMITED**

1. Letter of Technical Proposal – Technical Proposal Submission Sheet
2. Letter of Bid - Financial Proposal Submission Sheet
3. Price Schedule Form





**JAMSHORO POWER COMPANY LIMITED**  
**LETTER OF TECHNICAL BID**

Bid Reference No. \_\_\_\_\_

**Transportation of Coal from Coal Mine Thar to 660 MW Coal Fired Power Plant, JPCL  
Jamshoro**

To:

Chief Executive Officer,  
Jamshoro Power Company Limited (JPCL),  
Thermal Power Station, Jamshoro.

Gentleman,

- 1- Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract (General & Special), Schedules to Bid including Price Schedule and Addenda Nos. for the Disposal of the above-named By product ,we, the under signed, offer to execute and complete such Disposal in conformity with the said Bidding Documents and Addenda.
- 2- We meet the eligibility requirements in accordance with IB.3.
- 3- We are not debarred/ blacklisted by the Employer, any Government/Semi Government/Public Department in Pakistan or foreign country, international organizations or other foreign institutions.
- 4- We, including Subcontractors for any part of the Contract, if any, shall have the nationalities from eligible countries.
- 5- We understand that all the Schedules attached hereto form part of this Bid.
- 6- As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of PKR\_\_\_\_\_ (Pak. Rupees.\_\_\_\_\_) *[in case of multiple lots, insert the Bid Security amount of each lot in words and figure]* drawn in your favor or made payable to you and valid for a period of \_\_\_\_\_ days beginning from the date Bids are opened, inclusive of 28 days beyond Bid validity period (as mentioned at Sr. No. 8 below).
- 7- We undertake, if our Bid is accepted, to commence the Disposal of Assets and to complete the whole of the Disposal comprised in the Contract within the time stated in Conditions of Contract.
- 8- We agree to abide by this Bid (Technical Bid and Price Bid) for the period of \_\_\_\_\_ days, and it shall remain binding upon us and may be accepted at any time before the expiration of that



## JAMSHORO POWER COMPANY LIMITED

period.

- 9- Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof ,shall constitute a binding contract between us.
- 10- We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other Bidder for the Disposal of substance.
- 11- We understand that you are not bound to accept the highest or any Bid you may receive.
- 12- We have furnished the required information in accordance with beneficial ownership form [Form BOI-1] provided in Bidders Qualification Forms.
- 13- We undertake that all the information and documents submitted with the Bid are genuine, and in case of incorrect information of fake documents we shall be liable for punitive action under the Applicable Law.
- 14- We confirm, if our Bid is accepted, that all partners of the joint venture shall be liable jointly and severally for the execution of the Contract and the composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer. (Please delete in case of Bid from a single firm).

Dated this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

Signature: \_\_\_\_\_

In the capacity of \_\_\_\_\_ duly authorized to sign Bids for and on behalf of

\_\_\_\_\_  
(Name of Bidder in Block Capitals)

\_\_\_\_\_  
(Seal)

Address: \_\_\_\_\_

Witness:

Signature: \_\_\_\_\_ Name: \_\_\_\_\_

Address. \_\_\_\_\_



## **JAMSHORO POWER COMPANY LIMITED**

Occupation \_\_\_\_\_

### **LETTER OF PRICE BID**

Bid Reference No. \_\_\_\_\_

#### **Transportation of Coal from Coal Mine Thar to 660 MW Coal Fired Power Plant, JPCL Jamshoro**

To:

Chief Executive Officer,  
Jamshoro Power Company Limited (JPCL),  
Thermal Power Station, Jamshoro.

Gentleman,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Employer's Requirements, Schedules to Bid including Price Schedule and Addenda Nos. for the Disposal of the above-named material, we, the undersigned, offer to execute and complete such Disposal in conformity with the said Bidding Documents and Addenda for the sum of: *[Insert one of the options below as appropriate]*

*[Option 1, in case of one lot:] Total price is: [insert the total price of the Bid in words and figures, indicating the amount and the respective currency];*

Or

*[Option 2, in case of multiple lots:] (a) Total price of each lot [insert the total price of each lot in words and figures, indicating the amount and the respective currency]; and (b) Total price of all lots (sum of all lots) [insert the total price of all lots in words and figures]*

2. We understand that all the Schedules attached hereto form part of this Bid.

3. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

4. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other Bidder for the Disposal of Assets.

5. We understand that you are not bound to accept the highest or any Bid you may receive.



**JAMSHORO POWER COMPANY LIMITED**

Dated this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

Signature: \_\_\_\_\_

In the capacity of \_\_\_\_\_ duly authorized to sign Bids for and on behalf of

\_\_\_\_\_  
(Name of Bidder in Block Capitals)  
(Seal)

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Witness:

Signature: \_\_\_\_\_ Name: \_\_\_\_\_

Address. \_\_\_\_\_

Occupation \_\_\_\_\_

## **PRICE SCHEDULE**

### **Preamble**

1. The Price Schedule shall be read in conjunction with the Conditions of Contract and Employer's Requirements.
2. The Bidder shall quote a fixed lump sum price per Lot in the Price Schedule. Prices quoted for each Lot shall correspond to 100% scope of Bid for each Lot.
3. The total Bid price quoted in the Price Schedule shall, except insofar as it is otherwise provided under the Contract, include all costs of Contractor's plant, labour, supervision, execution, insurance, profit, together with all general risks, liabilities and obligations set out or implied in the Contract. Moreover, the Bidder shall bear and promptly pay any incidental charges, duties, taxes, cesses, commissions, fees and other levies, etc., payable by the Bidder under the Contract as per the Applicable Law in relation to the Disposal of Assets. Whereas all the taxes payable by the Employer under the Contract as per the Applicable Law shall be borne and paid by the Employer.
4. General directions and description of work are not necessarily repeated nor summarized in the Price Schedule. References to the relevant sections of the Bidding Documents shall be made before entering prices against each Lot in the Price Schedule.
5. For the avoidance of doubt, all expenses incurred in connection with deploying labor for handling, lifting, removal, loading, weighing and transportation of Assets under the respective lot shall be borne by the successful Bidder.

## 1. Price Schedule Forms

Transportation Services on “Aggregate Charges Rs. /Ton Basis” for Transportation of Coal from Coal Mines in Thar to 660MW, CFPP Jamshoro in compliance with Environmental Guidelines.

The estimated quantity of coal may be transported **700,000x3** 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      | <p><b>The Transportation of lignite coal from:</b></p> <ul style="list-style-type: none"> <li><b>Sindh Engro Coal Mining Company (SECMC) – Block II, or</b></li> <li><b>Sindh Solar &amp; Sindh Resources Ltd. (SSRL) – Block I,</b></li> </ul> <p><b>to 660 MW Coal-Fired Power Plant, Jamshoro (CFPP Jamshoro), including:</b></p> <ul style="list-style-type: none"> <li><b>Loading at mine-mouth stockyard</b></li> <li><b>Weighment at origin and destination</b></li> <li><b>Transportation via covered trucks</b></li> <li><b>Unloading at CFPP Jamshoro coal yard</b></li> <li><b>Compliance with safety, environmental, and regulatory requirements</b></li> </ul> <p><b>Price Bid (Aggregate Rate Basis)</b></p> <p>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.</p> | Metric Ton |           |
|        | <b>Total Rs.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |            |           |
|        | <b>Applicable Sindh Sales Tax (SST) @15%</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |            |           |
|        | <b>Grand Total Rs.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            |           |
|        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |            |           |



## **JAMSHORO POWER COMPANY LIMITED**

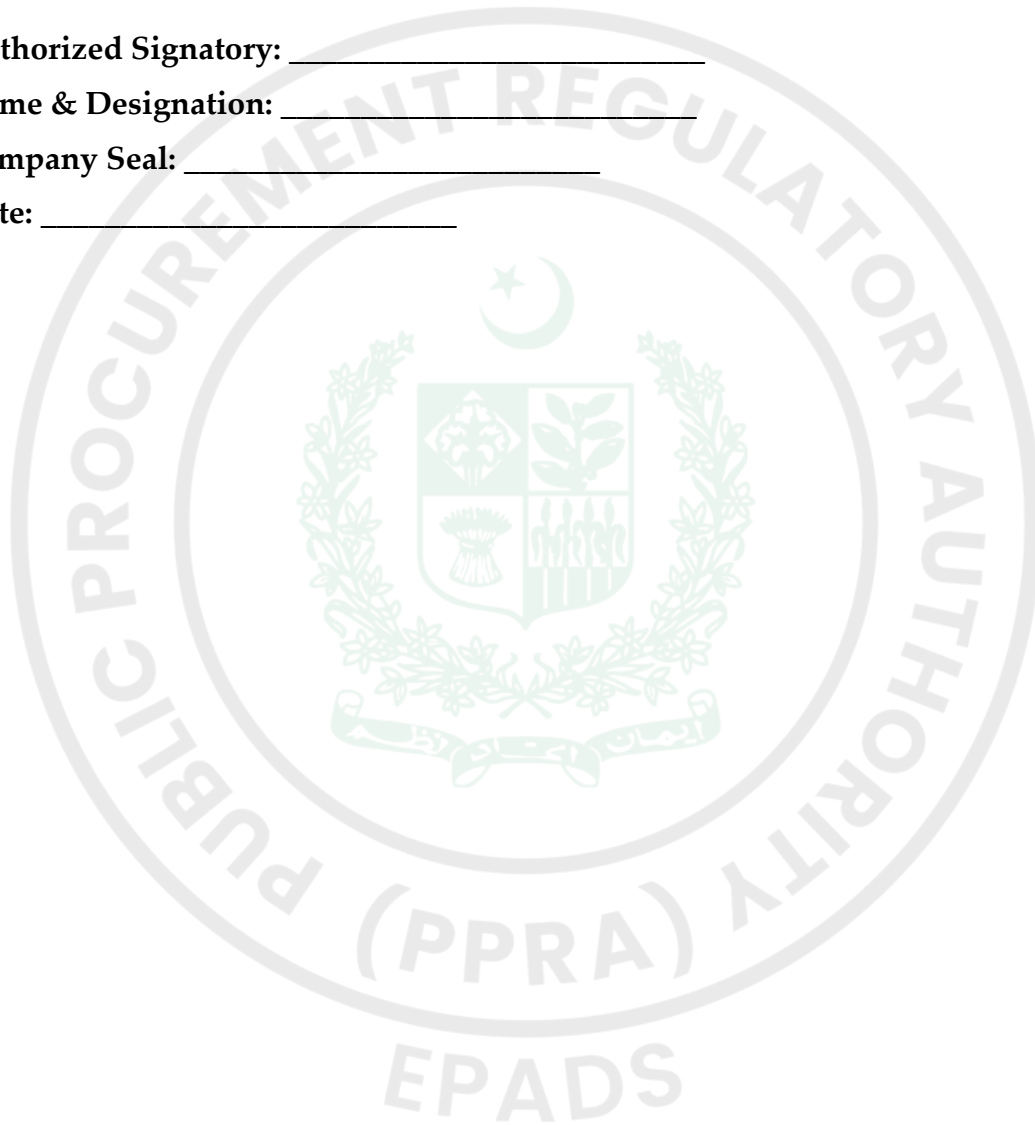
**Note:** The Price for First Year for 50% fixed Portion is base Price, however the Price for remaining two years will be adjusted keeping in view the inflation / CPI notified by any department of Govt of Pakistan, the Price adjustment of HSD is variable in first year and is defined at Schedule-4

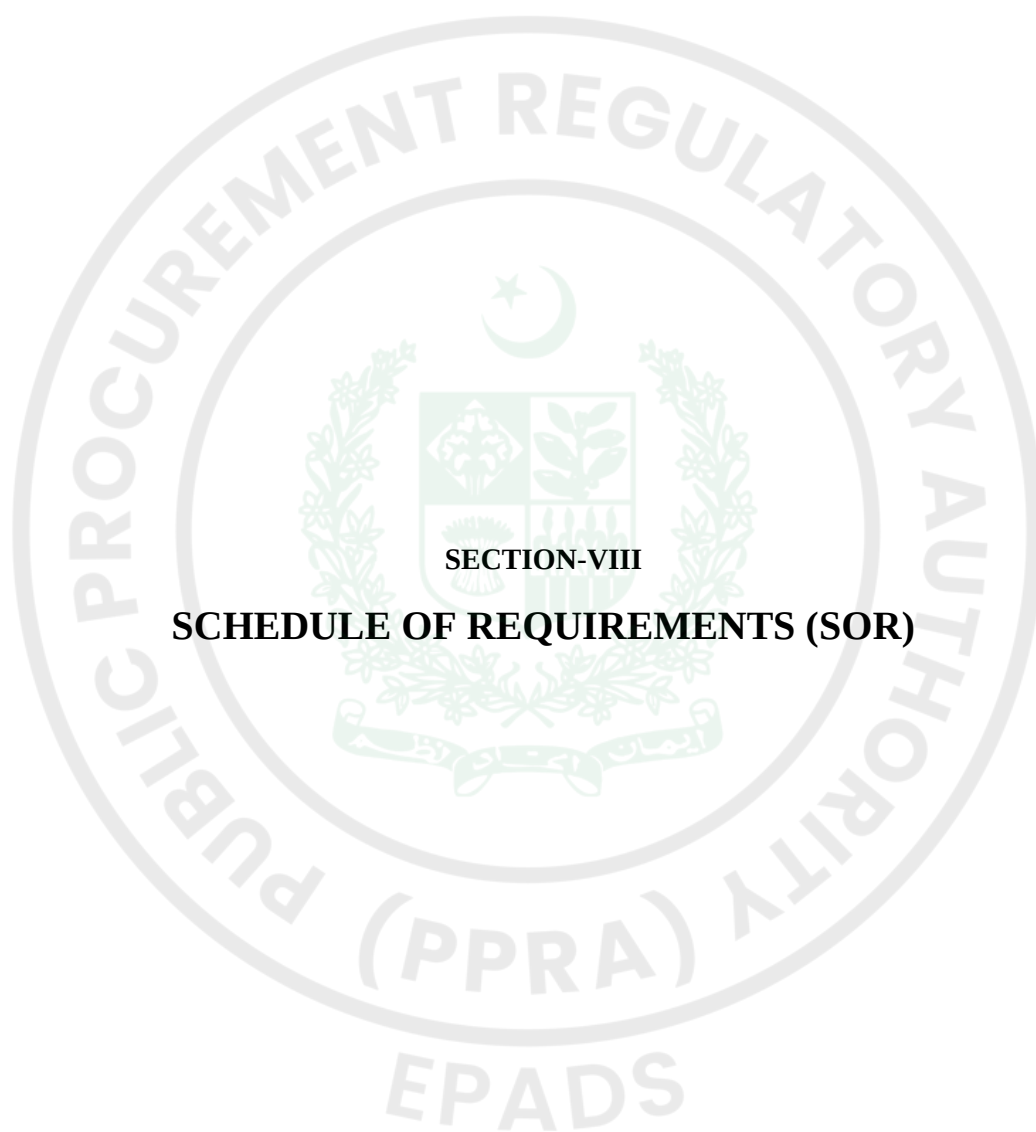
**Authorized Signatory:** \_\_\_\_\_

**Name & Designation:** \_\_\_\_\_

**Company Seal:** \_\_\_\_\_

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





**SECTION-VIII**

**SCHEDULE OF REQUIREMENTS (SOR)**



## JAMSHORO POWER COMPANY LIMITED

### 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)                                                                        |
| 1.5     | Batch Size                                | 10,000 MT per batch × 5 batches                                                                            |
| 1.6     | Daily Minimum Lifting                     | 1,000~2,000 MT/day                                                                                         |
| 1.7     | Truck Capacity                            | > 30 MT per truck                                                                                          |
| 1.8     | Total Thar Lignite Coal to be transported | 700,000 MT (Seventy batches 10,000 MT each)                                                                |
| 1.9     | Batch size                                | 10,000 MT per batch                                                                                        |
| 1.10    | Contract Duration                         | <b>12 months</b> since commencement (date of first Notice to Lift)/Completion of project whichever earlier |

### 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 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 <b>Notice to Lift (NTL)</b> at least <b>5 days</b> before commencement of lifting for each cycle/batch. |
| 3.3     | Loading operations     | 7am to 6pm by SSRL/SECMC <b>Thar Block-I/or II.</b>                                                                      |
| 3.4     | Loading documentation  | Joint signatures by Transporter–SSRL/SECMC                                                                               |



## JAMSHORO POWER COMPANY LIMITED

|     |                       |                                                |
|-----|-----------------------|------------------------------------------------|
| 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 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.

**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 mines mandatory; documented in **Loading Record Sheet**.
- Signatures of **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 <b>12 hours</b> of loading                                  |
| Max allowable delay         | <b>24 hours</b> ; 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<sup>2</sup>
- Mismatched documentation
- Use of blacklisted trucks
- Unapproved transshipment



## **JAMSHORO POWER COMPANY LIMITED**

- 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 %)

The maximum delivery period of each batch is 10 days , failing which, the following Liquidated damages are applied

**01 % of Quoted Price per Metric Ton for each day delay, the total cap of LDs are the amount of Performance Security**

#### **4. 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

**SCHEDULE 1 Commercial Terms 1.**

- 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.

| S.No | Item                                     | Details                                                                                                    |
|------|------------------------------------------|------------------------------------------------------------------------------------------------------------|
| 1    | Transportation Route                     | Details 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                          | Price OGRA notified ex-depot HSD price prevailing on Bid Opening Date                                      |
| 7    | Fuel Adjustment Formula                  | As specified in Schedule 4                                                                                 |
| 8    | Performance Security Amount              | Lump-Sum Rs. 10Million                                                                                     |
| 9    | Free Unloading Time Detention            | 24Hours                                                                                                    |
| 10   | Permissible Handling Loss (Road)         | 1 % or actual loss whichever is lower                                                                      |
| 11   | Invoice Submission Frequency             | Batch wise on successful delivery of 10,000 MT                                                             |
| 12   | Payment Terms                            | Within 30 days of receipt of complete invoice                                                              |
| 13   | Contract Duration                        | One (1) year extendable with mutual agreement                                                              |

**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 |
| Tarpaulin Cover            | Mandatory                        |
| Fire Extinguisher          | Mandatory                        |
| Reflective Safety Markings | Mandatory                        |

**2- Driver Requirements**

Drivers must possess:

- Valid HTV license;
- Minimum 3 years' experience;
- Medical fitness certificate;



## JAMSHORO POWER COMPANY LIMITED

### SCHEDULE-4

#### 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).
2. 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:

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

Or alternatively:

$$[ATR = BR + [ VF \times ( \{ \Delta HSD \} / BP ) \times 100\% ]$$

|              |                                                                              |
|--------------|------------------------------------------------------------------------------|
| 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           |
| $\Delta HSD$ | Difference between Current HSD Price and Base HSD Price (CP – BP)            |

#### 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 P a g e 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-5  
HEALTH, SAFETY & ENVIRONMENT (HSE) REQUIREMENTS

1. Safety Compliance Transporter shall comply with:

- Labor 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-6  
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.



A large, light green watermark of the Public Procurement Regulatory Authority (PPRA) seal is centered on the page. The seal is circular with the text "PUBLIC PROCUREMENT REGULATORY AUTHORITY" around the top and "(PPRA)" at the bottom. In the center is the national emblem of Pakistan, featuring a shield with a crescent and star, and a banner below it with the text "اتحاد بنى نهضة وانما" (Unity is strength, and only through unity can we build a nation).

**SECTION-X**  
**STANDARD FORMS**



## JAMSHORO POWER COMPANY LIMITED

### Form of Contract

THIS AGREEMENT made the day of \_\_\_\_\_ 2026 between *Insert the name of the Procuring agency* (herein after 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 General Conditions of the Contract;
  - (c) the Special Conditions of Contract
  - (d) Letter of Bid / Schedule of Bid
  - (e) Schedule of Requirement / Scope of Services
  - (f) Schedules.
  - (g) Integrity Pact
  - (h) the Procuring Agency’s Letter of Acceptance; and
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 Procuring Agency)



**JAMSHORO POWER COMPANY LIMITED**

Witness to the signatures of the Procuring Agency:

.....

Signed, sealed, delivered by the Procuring Agency)

Witness to the signatures of the Contractor:

.....





## JAMSHORO POWER COMPANY LIMITED

### 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”).

ANDWHEREAS 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.

ANDWHEREAS 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:[insertdate]

SignatureandsealoftheGuarantors

[nameofbankorfinancialinstitution]

[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 times 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



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**JAMSHORO POWER COMPANY LIMITED.**

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inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

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[Contractor]

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[Buyer/Procuring Agency]





FORM OF BID SECURITY

Security Executed on \_\_\_\_\_  
(Date)

Expiry on \_\_\_\_\_  
(Date)

Name of Surety with Address: \_\_\_\_\_

Name of Principal (Bidder) with Address \_\_\_\_\_

Penal Sum of Security PKR \_\_\_\_\_ (Pak Rupees \_\_\_\_\_) Bid Reference No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto \_\_\_\_\_ (hereinafter called the 'Employer') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that where as the Bidder has submitted the accompanying Bid dated \_\_\_\_\_ for \_\_\_\_\_  
(Particulars of Bid and/or description of the Lot) to the said Employer;  
and

- (1) WHEREAS, the Employer has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum to the Employer, conditioned asunder: that the Bid Security shall remain in force for a period fourteen (14) days beyond the Bid Validity date i.e., up to \_\_\_\_\_.
- (2) that the Bid Securities of the Bidders except the highest three will be returned by the Employer within twenty eight (28) days from the opening of Bids, provided a Bidder request for the return of its Bid Security, or on the expiry of original validity of Bid Security or as extended, whichever is earlier;
- (3) that the Bid Security of the highest three Bidders comprising the successful Bidder will be returned when the successful Bidder has furnished the required Performance Security; and
- (4) that in the event of failure of the successful Bidder to furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to IB.14 and IB.28 of the Instructions to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter in to a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time



## JAMSHORO POWER COMPANY LIMITED.

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Specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum upon first written demand of the Employer (without cavil or argument) and without requiring the Employer to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Employer by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the Employer shall decide, whether the Principal (Bidder) has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

IN WITNESS WHEREOF, the above bounden Surety has executed the instrument under its seal on the date indicated above, the name and seal of the Surety being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

SURETY  
(Scheduled Bank)

WITNESS:

Signature\_\_\_\_\_

1. \_\_\_\_\_ Name\_\_\_\_\_

\_\_\_\_\_ Title\_\_\_\_\_

Corporate Secretary(Seal)

Corporate Guarantor(Seal)

2. \_\_\_\_\_

Name, Title & Address

# CONSTRUCTION EXPERIENCE

## Form EXP - 4.1 General Construction Experience

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

Bid Reference No. (if any) and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

| Starting<br>Year | Ending<br>Year | Contract Identification                                                                                                                                         | Role of<br>Bidder |
|------------------|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
|                  |                | Contract name: _____<br>Brief Description of the Works performed by the Bidder: _____<br>Amount of contract: _____<br>Name of EMPLOYER: _____<br>Address: _____ |                   |
|                  |                | Contract name: _____<br>Brief Description of the Works performed by the Bidder: _____<br>Amount of contract: _____<br>Name of EMPLOYER: _____<br>Address: _____ |                   |
|                  |                | Contract name: _____<br>Brief Description of the Works performed by the Bidder: _____<br>Amount of contract: _____<br>Name of EMPLOYER: _____<br>Address: _____ |                   |

Form EXP - 4.2(a)  
Specific Construction and Contract Management Experience

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

Bid Reference No. (if any) and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

| Similar Contract No.                                                                | Information                                  |                                          |                                                   |                                            |
|-------------------------------------------------------------------------------------|----------------------------------------------|------------------------------------------|---------------------------------------------------|--------------------------------------------|
| Contract Identification                                                             |                                              |                                          |                                                   |                                            |
| Award date                                                                          |                                              |                                          |                                                   |                                            |
| Completion date                                                                     |                                              |                                          |                                                   |                                            |
| Role in Contract                                                                    | Prime Contractor<br><input type="checkbox"/> | Member in JV<br><input type="checkbox"/> | Management Contractor<br><input type="checkbox"/> | Sub-contractor<br><input type="checkbox"/> |
| Total Contract Amount                                                               | PKR equivalent                               |                                          |                                                   |                                            |
| If member in a JV or sub-contractor, specify participation in total Contract amount |                                              |                                          |                                                   |                                            |
| EMPLOYER's Name:                                                                    |                                              |                                          |                                                   |                                            |
| Address:                                                                            |                                              |                                          |                                                   |                                            |
| Telephone/fax number                                                                |                                              |                                          |                                                   |                                            |
| E-mail:                                                                             |                                              |                                          |                                                   |                                            |

Form EXP - 4.2(a) (cont.)  
Specific Construction and Contract Management Experience (cont.)

| Similar Contract No.                                                               | Information |
|------------------------------------------------------------------------------------|-------------|
| Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III: |             |
| 1. Amount                                                                          |             |
| 2. Physical size of required works items                                           |             |
| 3. Complexity                                                                      |             |
| 4. Methods/Technology                                                              |             |
| 5. Construction rate for key activities                                            |             |
| 6. Other Characteristics                                                           |             |

Form EXP - 4.2(b)  
Construction Experience in Key Activities

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

Bidder's JV Member Name: \_\_\_\_\_

Sub-contractor's Name (if any): \_\_\_\_\_

Bid Reference No. (if any) and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

All Sub-contractors for key activities must complete the information and Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One: \_\_\_\_\_

| Information                                                                                                              |                                              |                                          |                                                   |                                            |
|--------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|------------------------------------------|---------------------------------------------------|--------------------------------------------|
| Contract Identification                                                                                                  |                                              |                                          |                                                   |                                            |
| Award date                                                                                                               |                                              |                                          |                                                   |                                            |
| Completion date                                                                                                          |                                              |                                          |                                                   |                                            |
| Role in Contract                                                                                                         | Prime Contractor<br><input type="checkbox"/> | Member in JV<br><input type="checkbox"/> | Management Contractor<br><input type="checkbox"/> | Sub-contractor<br><input type="checkbox"/> |
| Total Contract Amount                                                                                                    | PKR equivalent                               |                                          |                                                   |                                            |
| Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year | Total quantity in the contract<br>(i)        | Percentage participation<br>(ii)         | Actual Quantity Performed<br>(i) x (ii)           |                                            |
| Year 1                                                                                                                   |                                              |                                          |                                                   |                                            |
| Year 2                                                                                                                   |                                              |                                          |                                                   |                                            |
| Year 3                                                                                                                   |                                              |                                          |                                                   |                                            |
| Year 4                                                                                                                   |                                              |                                          |                                                   |                                            |
| EMPLOYER's Name:                                                                                                         |                                              |                                          |                                                   |                                            |
| Address:                                                                                                                 |                                              |                                          |                                                   |                                            |
| Telephone/fax number                                                                                                     |                                              |                                          |                                                   |                                            |

|         |                    |
|---------|--------------------|
|         | <b>Information</b> |
| E-mail: |                    |

2. Activity No. Two

3. ....

|                                                                   |                    |
|-------------------------------------------------------------------|--------------------|
|                                                                   | <b>Information</b> |
| Description of the key activities in accordance with Section III: |                    |
|                                                                   |                    |
|                                                                   |                    |
|                                                                   |                    |
|                                                                   |                    |
|                                                                   |                    |

Form EXP - 4.2 (c)  
Specific Experience in Managing ES aspects

*[The following table shall be filled in for contracts performed by the Bidder, and each member of a Joint Venture]*

Bidder's Name: *[insert full name]*

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

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

Bid Reference No. (if any) and title: *[insert ICB/NCB number and title]*

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

1. Key Requirement no 1 in accordance with 4.2 (c): \_\_\_\_\_

|                                |                                              |                                          |                                                   |                                           |
|--------------------------------|----------------------------------------------|------------------------------------------|---------------------------------------------------|-------------------------------------------|
| Contract Identification        |                                              |                                          |                                                   |                                           |
| Award date                     |                                              |                                          |                                                   |                                           |
| Completion date                |                                              |                                          |                                                   |                                           |
| Role in Contract               | Prime Contractor<br><input type="checkbox"/> | Member in JV<br><input type="checkbox"/> | Management Contractor<br><input type="checkbox"/> | Subcontractor<br><input type="checkbox"/> |
| Total Contract Amount          |                                              |                                          | PKR                                               |                                           |
| Details of relevant experience |                                              |                                          |                                                   |                                           |

2. Key Requirement no 2 in accordance with 4.2 (c): \_\_\_\_\_
3. Key Requirement no 3 in accordance with 4.2 (c): \_\_\_\_\_
4. [PA define key requirements] \_\_\_\_\_

## Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Eligibility and Qualification Criteria.

| No. | Source of financing | Amount (Eq. PKR) |
|-----|---------------------|------------------|
| 1   |                     |                  |
| 2   |                     |                  |
| 3   |                     |                  |
|     |                     |                  |

## Past Experience / Contracts

| Contracts over <i>[insert amount]</i> during the last three years: |       |      |                         |                        |
|--------------------------------------------------------------------|-------|------|-------------------------|------------------------|
| Procuring Agency                                                   | Value | Year | Goods/Services Supplied | Country of Destination |
|                                                                    |       |      |                         |                        |
|                                                                    |       |      |                         |                        |
|                                                                    |       |      |                         |                        |
|                                                                    |       |      |                         |                        |
|                                                                    |       |      |                         |                        |
|                                                                    |       |      |                         |                        |
|                                                                    |       |      |                         |                        |



## Financial Situation and Performance

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

Applicant's Name: [insert full name]

Date: [insert day, month, year]

Joint Venture Member Name: [insert full name]

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

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

### 1. Financial data

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

\* Refer ITA 14 for the exchange rate

### 3. Financial documents

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

- (a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).
  - (b) be independently audited or certified in accordance with local legislation.
  - (c) be complete, including all notes to the financial statements.
  - (d) correspond to accounting periods already completed and audited.
- ☐ Attached are copies of financial statements<sup>1</sup> for the [number] years required above; and complying with the requirements.

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<sup>1</sup> If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

## Average Annual Turnover (Annual Sales Value)

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

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

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

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

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

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

| Annual Turnover Data                    |                                                  |                                   |                |
|-----------------------------------------|--------------------------------------------------|-----------------------------------|----------------|
| Year                                    | Amount<br>Currency                               | Exchange rate*<br>(If applicable) | PKR equivalent |
| <i>[indicate<br/>calendar<br/>year]</i> | <i>[insert amount and indicate<br/>currency]</i> |                                   |                |
|                                         |                                                  |                                   |                |
|                                         |                                                  |                                   |                |
|                                         |                                                  |                                   |                |
|                                         |                                                  |                                   |                |
|                                         |                                                  | Average Annual<br>Turnover **     |                |

\* Refer ITA for date and source of exchange rate.

\*\* Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.