



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

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FOR

TRANSPORTATION OF COAL FROM COAL MINES IN THAR TO 660MW, CFPP
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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 ii) Registered in Sindh Revenue Board.-Active Tax Payer iii) Not de bared / Blacklisted The bidder shall submit documentary evidence.
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 “Most Advantageous Proposer/Bidder” The details are available in Bidding Documents.
4	Submission	Electronic Submission through EPAD is mandatory . 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 th September -2026
6	Date and Time of Opening	At 12.00 hrs 18 th 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; 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



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SECTIONII: INSTRUCTION TO BIDDERS (ITB)

A. INTRODUCTION



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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



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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.



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- 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.



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	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 ITB 9 . 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 ITB 7.1 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



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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;**



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- 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



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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 | <p>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.</p> <p>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.</p> |
| 19. Opening of Bid | <p>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.</p> <p>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.</p> <p>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.</p> |



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- 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



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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.



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- 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



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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



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- 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.



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SECTION-III

BID DATA SHEET



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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.

S.No.	ITB NO.	Amendments of, and Supplements to, Clauses in the Instruction to Bidders.
01	1.1	Name of Procuring Agency: Jamshoro Power Company Limited (JPCL), a company incorporated and existing under the laws of the Islamic Republic of Pakistan, having its principal place of business at Mohra Jabal, Dadu Road, Jamshoro, Pakistan. The subject of procurement is: Procurement of 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 Period for Provision of Services: 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. Expected commencement date for Provision of Non-Consultancy Services: Upon notice to Lift (NTL)
02	2.1	Financial year for the operations of the Procuring Agency: FY 2025-26& 26-27 Identification Number: TNCB-35/TCTS/CFPP/JPCL/2025
03	5.1	The Bidders may seek clarifications through EPADS:
04	5.5	Pre-bid meeting shall be convened on[date, time and physical Venue/ digital plat form]. NOT APPLICABLE
05	6.2	Any addendum, in case issued, shall be published on procuring agency website www.jpcl.com.pk



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and on EPADS www.eprocure.gov.pk.

06	8.1	Following documents shall be submitted along with bidding documents: • 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: 18th 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 - ELIGIBILTYY 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	General Experience 10 + years 20 marks 5-10 years 15 marks 3- 5 Years 10 Marks Below three (03) year 0 Marks	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	Relevant Experience Completed Five (05) or more similar assignment 25 Marks Less than five (05) assignment 5 Marks for each assignment	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	Equipment Availability Trucks must have hydraulic unloading Mechanism. ≥ 50% Trucks 25 Marks 20 % - 50 %-Trucks 10 Marks 10% - 20 % Trucks 05 Marks Less than 10 % 0 Marks	25	The Bidder shall submit the details vehicles and their registration certificate and also fitness certificate.
04	Man Power Resources 50 No HTV Drivers 10 Marks 25 No. Supporting Staff 26 No. HTV Drivers 13 No Supporting Staff 05 Marks Less than 25 No HTV Driver 0 Marks	10	The bidder shall submit valid driving licence of Drivers in relevant category.



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

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



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



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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



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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



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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



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

2- OBLIGATION OF BIDDER

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| 15 | General | <p>15.1 Standard of Performance</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>15.2 Law Applicable to Services.</p> <p>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.</p> |
| 16 | Conflict of Interests | <p>16.1 Service Provider Not to Benefit from Commissions and Discounts.</p> <p>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</p> |



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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.

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| 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 | <p>The Service Provider</p> <ul style="list-style-type: none">(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 |



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paid.

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| 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"> (a) entering in to a subcontract for the performance of any part of the Services, (b) appointing such members of the Personnel not provided by the service provider; (c) changing the Program of activities; and any other action that may be specified in the SCC. |
| 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>Payments of Liquidated Damages</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>Correction for Over-payment.</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> |



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

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| 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 SCC . |
| 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.

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| 28 | Contract Price | 28.1 | The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC . |
| 29 | Terms and Conditions of Payment | 29.1 | 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. |
| | | 29.2 | 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. |
| 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 SCC . The Procuring Agency shall check the Contractor's performance and |



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	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.



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:



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- 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

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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



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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. _____



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	The Transportation of lignite coal from: Sindh Engro Coal Mining Company (SECMC) – Block II, or Sindh Solar & Sindh Resources Ltd. (SSRL) – Block I, to 660 MW Coal-Fired Power Plant, Jamshoro (CFPP Jamshoro), including: Loading at mine-mouth stockyard Weighment at origin and destination Transportation via covered trucks Unloading at CFPP Jamshoro coal yard Compliance with safety, environmental, and regulatory requirements Price Bid (Aggregate Rate Basis) The bidder shall quote a single aggregate rate (Rs/MT) covering the entire transportation cycle, inclusive of all costs, taxes, duties, tolls, overheads, and profit.	Metric Ton	
	Total Rs.		
	Applicable Sindh Sales Tax (SST) @15%		
	Grand Total Rs.		



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	12 months 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 Notice to Lift (NTL) at least 5 days before commencement of lifting for each cycle/batch.
3.3	Loading operations	7am to 6pm by SSRL/SECMC Thar Block-I/or II.
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 12 hours of loading
Max allowable delay	24 hours ; beyond this, truck may be conditionally accepted
Delivery within DO validity	Mandatory

9. Documentation Requirements

Transporter must submit:

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

Any incorrect/mismatched documentation attracts penalties.

10. Performance Standards & Penalties

10.1 Minimum Performance

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

10.2 Penalties

Penalties apply for:

- Shortage beyond tolerance
- Transit delays
- Quality deterioration
- Environmental violations
- Safety violations²
- Mismatched documentation
- Use of blacklisted trucks
- Unapproved transshipment



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

10.3 Liquidated Damages

LDs apply for:

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

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
ΔHSD	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.



**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



JAMSHORO POWER COMPANY LIMITED.

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

[Contractor]

[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 as under: 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



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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____

Corporate Secretary(Seal)

Title_____
Corporate Guarantor(Seal)

2. _____

Name, Title & Address