

Standard Bidding Document

(TNCB-36) Hiring of Firm / Laboratory for witnessing the weighment and testing of sample of coal supplied for 660 MW - Coal Fired Power Plant

Jamshoro.

(Non-Consultancy Services)

National

Single Stage-Two Envelope



October 06, 2026

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PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

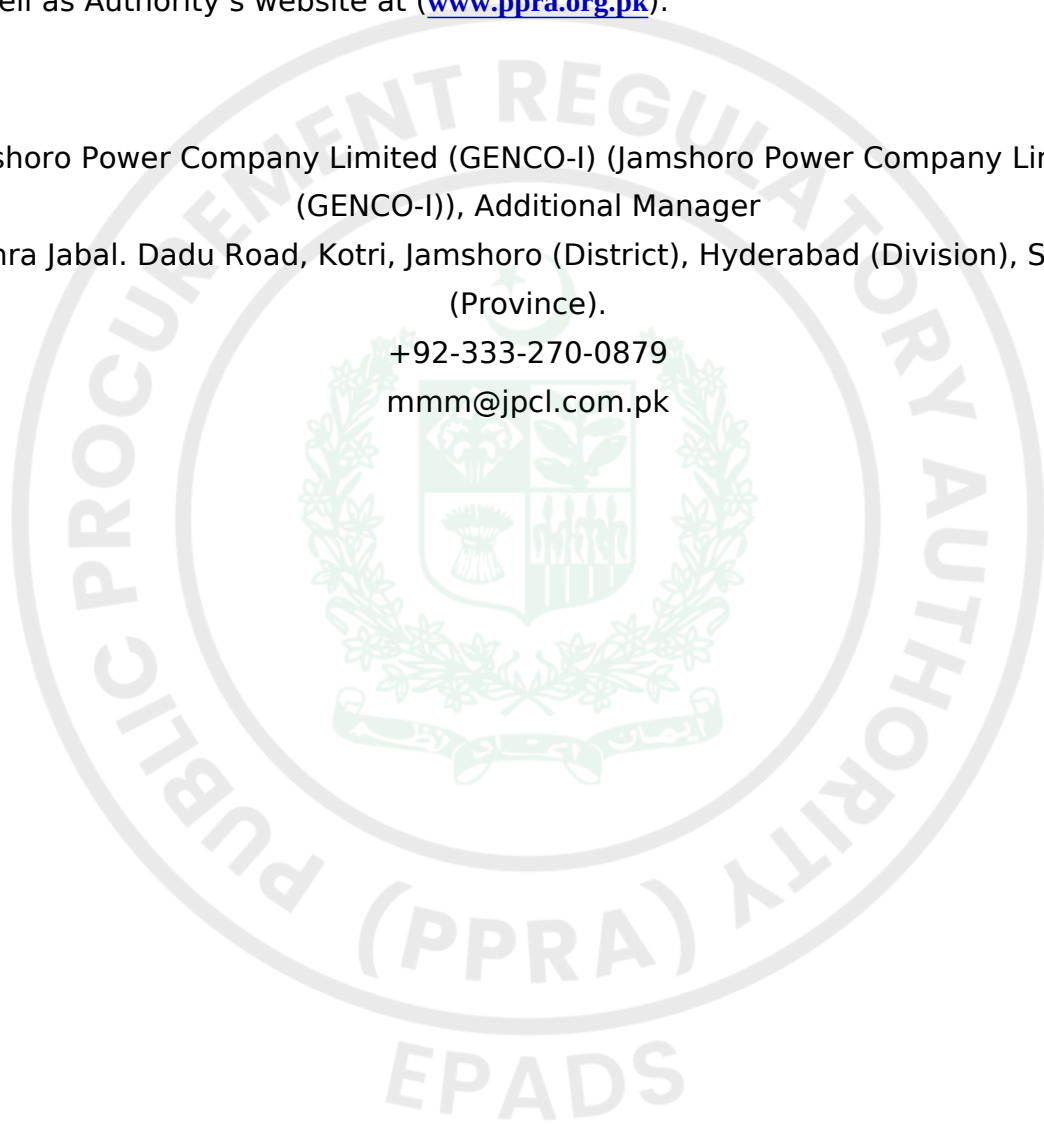
1. The **Jamshoro Power Company Limited (GENCO-I) (Jamshoro Power Company Limited (GENCO-I))** has reserved Funds for the procurement planned for FY **2026-27**. The **Jamshoro Power Company Limited (GENCO-I) (Jamshoro Power Company Limited (GENCO-I))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the **“(TNCB-36) Hiring of Firm / Laboratory for witnessing the weighment and testing of sample of coal supplied for 660 MW - Coal Fired Power Plant Jamshoro.”** with the reference of **"P148122"**
2. The **Jamshoro Power Company Limited (GENCO-I) (Jamshoro Power Company Limited (GENCO-I))** invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-Consultancy Services.
3. **Single Stage-Two Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Quality and Cost Based Selection (QCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, and Instructions issued by the Authority (from time to time).
4. All Bids must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order, Banker's Cheque, Call at Deposit, Demand Draft** or Bid Securing Declaration on the prescribed format described.
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **<https://epads.gov.pk/opportunities/federal/procurements/148122>**.
6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Wednesday, October 21, 2026 11:30 AM**. E-bids will be opened on the

same day at **Wednesday, October 21, 2026 12:00 PM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0**, may register themselves on <https://vendors.epads.gov.pk/>. A tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>

7. In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at (www.ppra.org.pk).

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Instructions to Bidders

A. Introduction

1. Scope of Bids

1.1. The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids through **EPADS v2.0** for the provision of Non-Consultancy Services for as specified in the BDS and in **Section Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. **Single Stage-Two Envelope** procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the **BDS**.

2. Source of Funds

2.1. Source of funds is referred in Clause-1 of Invitation for Bids.

3. Fraudulent & Corrupt Practices

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

4. Eligible Bidders

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

4.1.1. possesses or has access to the technical competence, financial resources, equipment and other physical facilities, personnel, managerial capability, experience and reputation necessary to complete the procurement contract;

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

4.1.3. is not insolvent, in receivership, bankrupt or being wound up and its activities or affairs are not suspended or being administered under any Act, by a court or by a judicial officer;

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

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

4.1.6. has not, or in the case of a company, its owners and beneficial owners, directors or officers have not, been convicted of a criminal offence related to:

4.1.6.1. its professional conduct; or

4.1.6.2. a bidder (or, in the case of a company, its key individuals such as owners, beneficial owners, directors, or officers) must not have engaged in any prohibited practice, such as fraud, corruption, collusion, or coercion, within the time period stated in the bidding documents, which can be up to three years before the start of the procurement process. Additionally, the bidder must not have been debarred (i.e., banned) from participating in public procurement processes in Pakistan or by any international organization or country. If they have, they are ineligible to participate in the current bidding.

4.2. The procuring agency may require a bidder participating in the procurement process to provide the prescribed documentary evidence or other information to satisfy itself that the bidder is qualified in accordance with the criteria in sub-clause (1).

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

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

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

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

4.4.3. is not related to the avoidance or management of legal, reputational or economic risk to the procuring agency unless it is in the national interest to do so, and the criteria is set out in the bidding documents.

4.5. A procuring agency shall assess the eligibility of a bidder for participation in the procurement process against the criteria for qualification under sub-clause (1).

4.6. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the contract in accordance with the terms and conditions of the contract. The joint venture, consortium, or association shall nominate a lead member as nominated in the BDS,

4.7. who shall have the Authority to conduct all business for and on behalf of any and all the members of Joint venture, consortium, or association during the bidding process, and in case of award of contract, during the execution of the contract.

4.8. The appointment of the lead Member in the joint venture, consortium, or association shall be confirmed by submission of valid power of Attorney to the procuring agency.

4.9. Subject to the limits specified in the BDS, the procuring agency may allow bidders to participate in the form of a Joint Venture (JV). However, each party in the JV must individually meet the eligibility criteria specified in the BDS

4.10. No Bidder can be a sub-contractor while submitting a Bids individually or as a member of a joint venture in the same Bidding process.

5. Qualification of the Bidder

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

B. Bidding Documents

6. Contents of Standard Bidding Document

6.1. The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued by the Procuring Agency include:

Section I -Invitation to Bid

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV Eligible Countries

Section V Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.

Section VI Bidding Forms

Section VII Fraudulent & Corrupt Practices

Section VIII - Material & Non-material deviation

Section IX General Conditions of Contract (GCC)

Section X Special Conditions of Contract (SCC)

Section XI Contract Forms

6.2. The Bidder is expected to examine all instructions, requirements, forms, terms and specifications in the bidding documents. Failure to furnish all the information required in the bidding document will be at the Service provider's risk and may result in the rejection of his bids.

7. Clarifications

7.1. Clarifications of the bidding documents may be requested in writing through EPADS v2.0 by any bidder up to three days prior to the deadline for the submission of bids.

The procuring agency shall respond promptly and in writing to any request by a bidder for clarification of the bidding documents and, in any event, no later than two days prior to the deadline for the submission of bids or proposals.

Responses to requests for clarification shall be communicated simultaneously and in writing to all bidders participating in the procurement proceedings.

No bidder shall be allowed to alter or modify his bid after the bids have been opened however, the procuring agency may seek and accept clarification to the bid that do not change the substance of the bid, through EPADS v2.0.

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

7.3. Should the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure under **ITB 1.1.**

7.4. If indicated **in the BDS**, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned **in the BDS**. During this pre-bid meeting, prospective bidder(s) may request clarification(s) regarding the schedule of requirements, the Evaluation Criteria or any other aspects of the bidding document.

7.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS v2.0. Any modification to the bidding document that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum.

7.6. To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its bid including breakdown of prices, through EPADS v2.0. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered.

No change in the prices or substance of the bid shall be sought, offered, or permitted.

The alteration or modification in the bid which in any way affect the following parameters will be considered as a change in the substance of a

bid:

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

From the time of bid(s) opening to the time of contract award, if any bidder wishes to contact the procuring agency on any matter related to the bid, it should do so in writing or through electronic form that provides record of the content of communication.

8. Amendment of Bidding documents

8.1. Before the deadline for submission of bids, the procuring agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addendum.

8.2. Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document and shall be uploaded on EPADS v2.0 as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the **BDS**:

Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.

8.3. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of bids:

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

C. Preparation of Bids

9. Documents Constituting the Bids

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

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

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

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

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

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

9.1.6. Any other document required in the BDS.

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

10.1. To establish the conformity of the Non-Consulting Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.

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

11. Documents Establishing Eligibility and Qualification of the Bidder

11.1. Pursuant to BDS, the bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

11.2. The documentary evidence of the bidder's eligibility to bids shall establish to the satisfaction of the procuring agency that the bidder, at the time of submission of its bid, is from an eligible country as defined in Section-IV titled as "Eligible Countries".

11.3. The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the satisfaction of procuring agency that:

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

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

12. Form of Bid

12.1. The bidder shall fill the Form of Bid furnished in the bidding documents. The Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.

13. Bids Prices

13.1. The Bids Prices quoted by the bidder in the Forms of Bid and in the price schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.

13.2. All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed to be included in the prices of other items.

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

13.4. The bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.

13.5. Prices quoted by the bidder shall be fixed during the currency of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, unless otherwise price adjustment is permissible under Conditions of the Contract. (May be reviewed)

14. Price Adjustment

14.1. Price adjustment shall not be applicable.

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

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

15. Bids Currencies

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

16. Bid Validity Period

16.1. Bid(s) shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

17. Bid Security or Bid Securing Declaration

17.1. Unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, in the amount and currency specified in the BDS or Bid Securing Declaration on the format provided in Section VI (Bid Forms) The scanned copy of the Bids Security shall be uploaded in the EPADS v2.0 while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.

17.2. The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture.

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

17.4. Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible after the award of contract, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, whichever of the following that occurs earliest:

17.4.1. the expiry of the Bid Security;

17.4.2. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the bidding document;

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

17.4.4. the withdrawal of the Bid prior to the deadline for the submission of bids, unless the bidding document stipulate that no such withdrawal is permitted.

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

17.5.1. if a bidder:

17.5.1.1. withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the bidder in the Forms of Bid, except as provided for in the ITBs; or

17.5.1.2. does not accept the correction of errors, or

17.5.2. in the case of a successful bidder fails:

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

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

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

18. Alternative Bids by Bidders

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

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

19. Withdrawal, Substitution, and Modification of Bids

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

20. Format and Signing of Bids

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

EPADS v2.0.

20.2. Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person(s) signing the forms of bid.

D. Submission of Bids

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

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

21.2. The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents. In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

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

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

23. Opening of Bids

23.1. The Bid Evaluation Committee of the Procuring Agency will open all bids through EPADS, in the presence of bidders' or their representatives who

choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign attendance sheet as proof of their attendance.

23.2. The bids shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (c) the presence of a bid security, if required; and (d) any other details as the procuring agency may consider appropriate.

23.3. No bid will be rejected at the time of bid opening except for bids whose bid security has not been provided to the procuring agency before submission deadline.

23.4. The procuring agency shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and the bid price, if applicable.

24. Confidentiality

24.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other person(s) not officially concerned with such process, until the time of the announcement of the respective evaluation report.

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

25. Preliminary Examination of Bids

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

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

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

25.1.3. is accompanied by the required securities; and

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

25.2. The procuring agency will confirm that the documents and information specified under **BDS, GCC and SCC** have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bids shall be rejected.

25.3. If a bid is not substantially responsive, it will be rejected by the procuring agency and may not subsequently be evaluated for complete technical responsiveness.

26. Examination of Terms and Conditions, Technical Evaluation

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

26.2. If after the examination of the terms and conditions and the technical evaluation, the procuring agency determines that the bid is not substantially responsive in accordance with BDS, it shall reject the bids.

27. Correction of Errors

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

27.1.1. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the procuring agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

27.1.2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

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

27.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Forms of bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

27.2. The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed.

28. Conversion to Single Currency

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

29. Evaluation of Bids

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

29.2. In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the evaluation criteria and methodologies specified in the Bid Data Sheet (BDS) and in accordance with the Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.

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

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

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

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

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

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

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

30. Determination of Most Advantageous Bids

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

31. Abnormally Low Financial Bids

31.1. Procuring agency may reject a bid if it has determined that the price, in combination with other constituent elements of the bid, is abnormally low in relation to the subject matter of the procurement, such that it raises material concerns on the part of the procuring agency, as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price.

A procuring agency shall not reject a bid as abnormally low under sub-clause (1) above unless the procuring agency -

31.1.1. requested in writing through EPADS from the bidder a written clarification of his bid, including a detailed price analysis of his bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document; and

31.1.2. having taken account, the information provided by the bidder in response to a request under paragraph (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily for the offered price.

The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision.

32. Rejection of Bids

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

33. Single Responsive Bid

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

34. Arbitration

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

F. Award of Contract

43. Criteria of Award

43.1. The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has been declared as most advantageous Bid.

44. Procuring Agency's Right to reject All Bids

44.1. The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).

44.2. Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.

45. Notification of Award

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

45.2. Bidder whose bid has been accepted, will be notified for the award by the Procuring Agency prior to expiration of the Bid Validity period through EPADS. The Letter of Acceptance will state the sum that the procuring agency will pay the successful bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

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

46. Signing of Contract

46.1. Promptly after notification of award, Procuring Agency shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. The successful bidder and the procuring agency shall sign the contract.

47. Performance Guarantee

47.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the **BDS**

and SCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

47.2. Failure of the successful bidder to comply with the requirement of **BDS, SCC and GCC** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the procuring agency may make the award to the next ranked bidder or call for new bids.

48. Corrupt & Fraudulent Practices

48.1. Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. Grievance Redressal & Complaint Review Mechanism

53. Constitution of Grievance Redressal

53.1. Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of an odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee.

54. GRC Procedure

54.1. Any aggrieved party or bidder as the case may be, may file grievance in accordance with Rule 48 of the Public Procurement Rules, 2004 and Redressal of Grievance Regulations, 2022

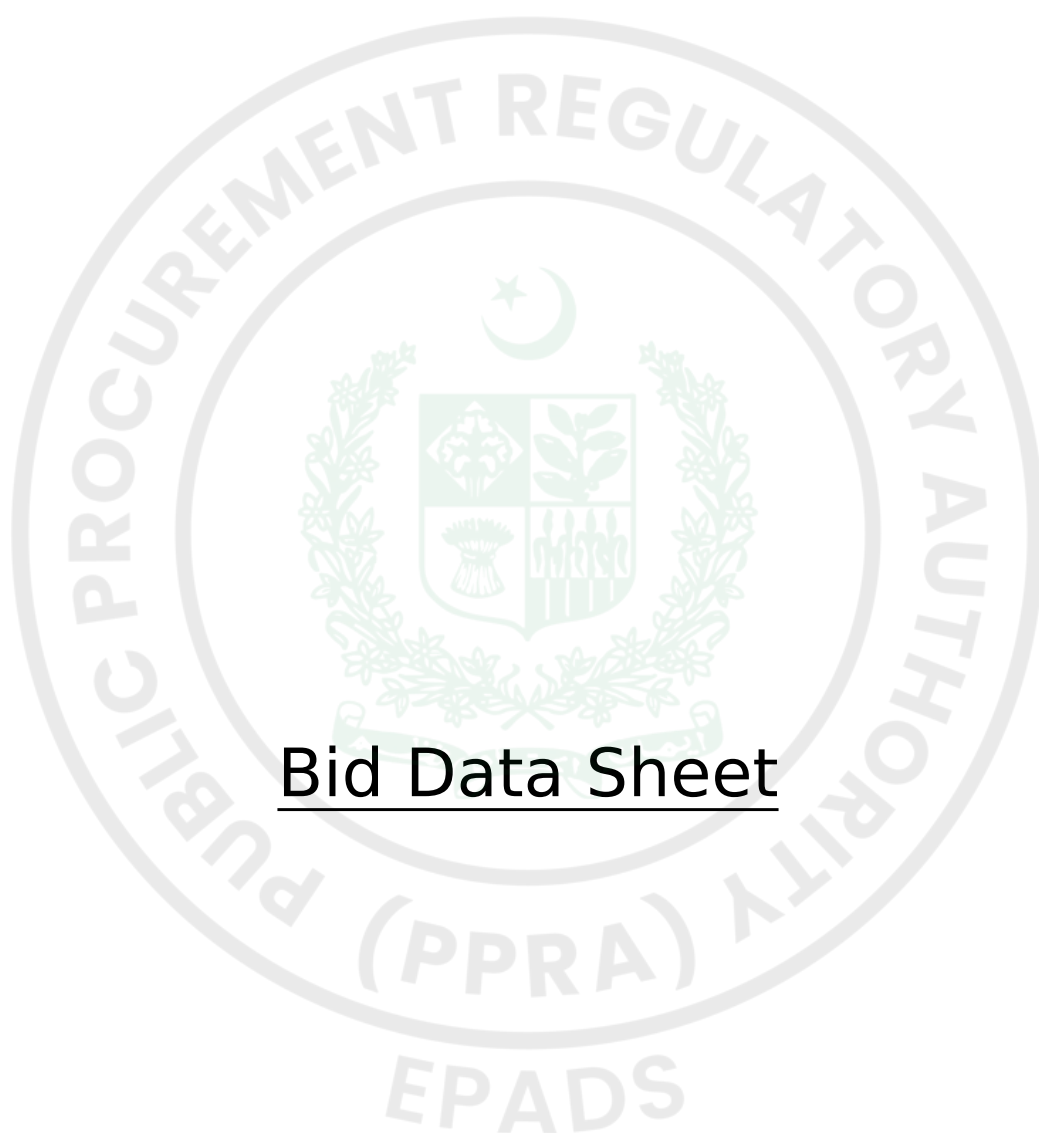
H. Blacklisting/ Debarment

55. Procedure for Blacklisting/Debarment

55.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-19 of the Public Procurement

Rules, 2004 , Mechanism for Blacklisting, Debarment Regulations, 2024 and Regulation on “procedure for filling and disposal of review petition under rule-19(3) of the Public Procurement Rules, 2004.





Bid Data Sheet

Bids Data Sheet (BDS)

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

BDS Clause Number

ITB Number

Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. Introduction

BDS Clause Number 1

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

The subject of procurement is: **(TNCB-36) Hiring of Firm / Laboratory for witnessing the weightment and testing of sample of coal supplied for 660 MW - Coal Fired Power Plant Jamshoro.**

Expected commencement date: **Monday, November 23, 2026**

BDS Clause Number 2

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

Name and identification number of the Contract: **P148122**

BDS Clause Number 3

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

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

B. Bidding Documents

BDS Clause Number 4

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Sunday, October 18, 2026

BDS Clause Number 5

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

BDS Clause Number 6

List of documents required along with the bid: No

BDS Clause Number 7

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

see Eligibility Criteria

BDS Clause Number 8

Services and Their related documents:

See section Required Services and Scope of Work

BDS Clause Number 9

Price schedule will be provided according to the format defined and acquired.

see section price schedule.

BDS Clause Number 10

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11

The price shall be **Fixed**.

BDS Clause Number 12

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

BDS Clause Number 13

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

BDS Clause Number 14

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

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

BDS Clause Number 15

The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 90 days so the bid security shall be valid for $90+28 = 118$ days.

BDS Clause Number 16

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

D. Submission of Bids

BDS Clause Number 17

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

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

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

The deadline for Bids submission is: **Wednesday, October 21, 2026 11:30 AM**

E. Opening and Evaluation of Bids

BDS Clause Number 18

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

Day : **Wednesday**

Date: **Wednesday, October 21, 2026**

Time : **12:00 PM**

BDS Clause Number 19

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

see Evaluation Criteria

F. Award of Contract

BDS Clause Number 20

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

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

21.

51.1

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

G. Review of Procurement Decisions

BDS Clause Number 22

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

Eligibility Criteria

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

Eligibility Criteria	Document
Accreditation certificate of ISO /IEC -17025 awarded by Pakistan National Accreditation Council (PNAC) or equivalent International Body.	Yes
Registered in Sindh Revenue Board	Yes

Evaluation Criteria

Quality and Cost Based Selection (QCBS)

Weightage

Technical Evaluation %	Financial Evaluation %
70	30

Technical Marks	100
Passing Marks	60
Technical Evaluation Criteria	
Experience in Sample testing of any Fuel Such as Natural Gas , Residual Furnace oil etc. The number of years in testing of Fuel including Coal testing in Power / Mining Sector. The experience shall be considered from the date of accreditation certificate. (Quantitative)(Doc Required)	20
Experience - 10 + years - (20)	
above 5 and less than 10 years (10)	
3-5 years- (5)	
Below 3 years (1)	
Relevant Experience Completed 5 or more similar assignment 5 points for each assignment max 25 Marks (Qualitative) (Doc Required)	25

Technical Capability of Laboratory Availability of Testing Equipment's, Sampling Facilities , Analytical Methods and Calibration Status (Qualitative)(Doc Required)	15
Key Personal Qualification and experience of Laboratory Manager, Chemists, Sampling Engineers and technicians. (Qualitative)(Doc Required)	15
Annual turn over (Qualitative)(Doc Required)	15
Above 40 Million (15) 20-40 Million (10) above 10 and less than 20 Million (5) Below- 10 Millions- (1)	
The bidder shall present on Power Point the Company Profile . (Qualitative)(Doc Required)	10

Required Services



Related Services :

No



Services Specifications

Positions Without Lots :

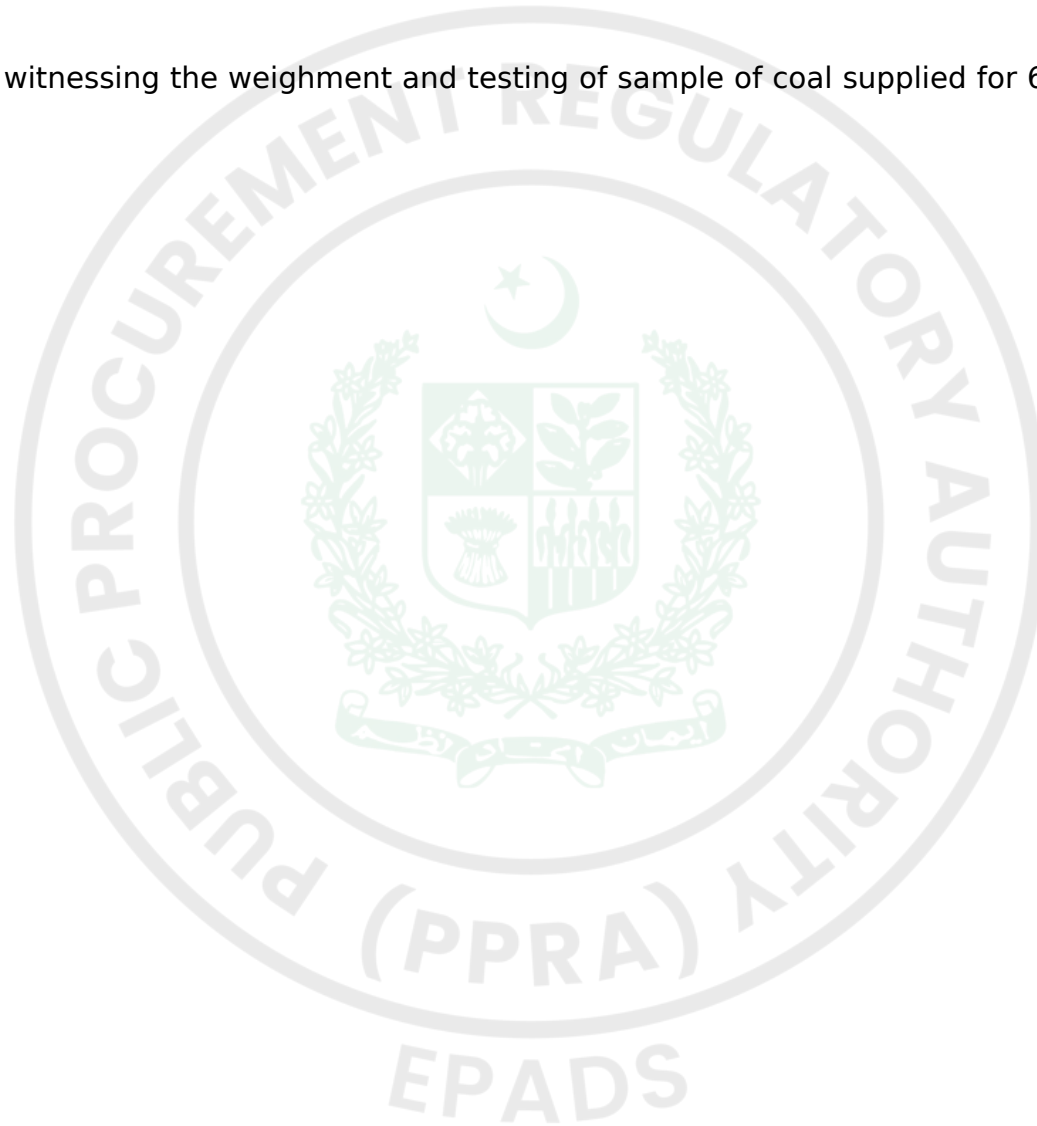
Position: Hiring of Firm / Laboratory for witnessing the weighment and testing of sample of coal supplied for 660 MW - Coal Fired Power Plant Jamshoro.

Specifications / Requirements:

Hiring of Firm / Laboratory for witnessing the weighment and testing of sample of coal supplied for 660 MW - Coal Fired Power Plant Jamshoro. (Details are available in Bidding Documents)

Scope of Work

Hiring of Firm / Laboratory for witnessing the weighment and testing of sample of coal supplied for 660 MW - Coal Fired Power Plant Jamshoro.



Price Schedule

For Individual Positions

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

For Lots

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





General Conditions of Contract

A. General

1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

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

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

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

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

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

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

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

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

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

1.1.12. “Government” means the Government of Pakistan;

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

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

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

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

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

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

1.1.19. "Subcontractor" means any entity to which the Bidder subcontracts any part of the Services.

2. Applicable Law

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. Language

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractor and the Procuring Agency, shall be written in the **English language** unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. Notices

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.

5. Location

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in SCC.

6. Authorized Representatives / Authority of Member in charge

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the SCC.

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

7. Effectiveness of Contract

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.

8. Commencement of Services

8.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

9. Program schedule

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. Starting Date/Expiration Date

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

11. Entire Agreement

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. Modification

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. Force Majeure

13.1. Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Contractor and which makes a Contractor's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. Extension of Time

Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

13.4. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. Termination

14.1. By the Procuring Agency

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

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

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

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

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. By the Contractor

The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

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

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

C. Obligations of the Contractor

15. General

15.1. Standard of Performance

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. Law Applicable to Services

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. Conflict of Interests

16.1. Contractor Not to Benefit from Commissions and Discounts

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2. Contractor and Affiliates Not to be Otherwise Interested in Project

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. Prohibition of Conflicting Activities

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- 16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- 16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- 16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC**.

17. Insurance to be Taken Out by the Contractor

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. Contractor's Actions Requiring Procuring Agency's Prior Approval

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

- 18.1.1. appointing such members of the Personnel not provided by the Contractor;
- 18.1.2. changing the Program of activities; and
- 18.1.3. any other action that may be specified in the **SCC**.

19. Reporting Obligations

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. Liquidated Damages

20.1. Payments of Liquidated Damages

The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC**.

20.3. Lack of performance penalty

If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. Performance Guarantee

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC**.

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC**.

22. Sustainable Procurement

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC**.

D. Contractor's Personnel

23. Description of Personnel

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

24. Removal and / or Replacement of Personnel

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

25. Change in the Applicable Law

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the SCC.

26. Services and Facilities

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

F. Payments to the Contractor

27. Contract Price

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC.

28. Terms and Conditions of Payment

28.1. Payments will be made to the Contractor according to the payment schedule stated in the SCC and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. Quality Control Identifying Defects

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the SCC.

30. Correction of Defects, and Lack of Performance Penalty

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. Settlement of Disputes Amicable Settlement

31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. Dispute Settlement

32.1. Arbitration

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.



Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause

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

Definitions

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

The Supplier is:

The title of the subject procurement is:(TNCB-36) Hiring of Firm / Laboratory for witnessing the weighment and testing of sample of coal supplied for 660 MW - Coal Fired Power Plant Jamshoro.

Number of GC Clause 2

Applicable/Governing Law:

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

Number of GC Clause 3

Language:

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English**.

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

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

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder's Representative(s)

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

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

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

For the Bidder:

Name:

Designation:

Address:

Number of GC Clause 7

Effectiveness of the contract

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

Number of GC Clause 8

Commencement of Contract:

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

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be

Number of GC Clause 14

Termination

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Services till the time of alternate arrangements.

Number of GC Clause 16

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing services due to a conflict of a nature described in Clause GCC C2.

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **1.00% to 10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:

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

Number of GC Clause 27

Currency of Payment:

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

Number of GC Clause F

Payment terms:

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

Number of GC Clause F

Identifying Defects:

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

Inspections & Tests Requirements

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

For Physical Fitness having No Damages (Certificate from supplier)

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

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

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

Delivery & Documents

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

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

Copies of the packing list identifying contents of each package;

Insurance Certificate;

Manufacturer's or Supplier's Valid Warranty Certificate;

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

Certificate of Origin.

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

Number of GC Clause F 5 & 6

Following is the guidance for Dispute Resolution

- i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.
- ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.
- iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.
- iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.
- v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

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

Arbitrator's fee:

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties.

Appointing Authority for Arbitrator:

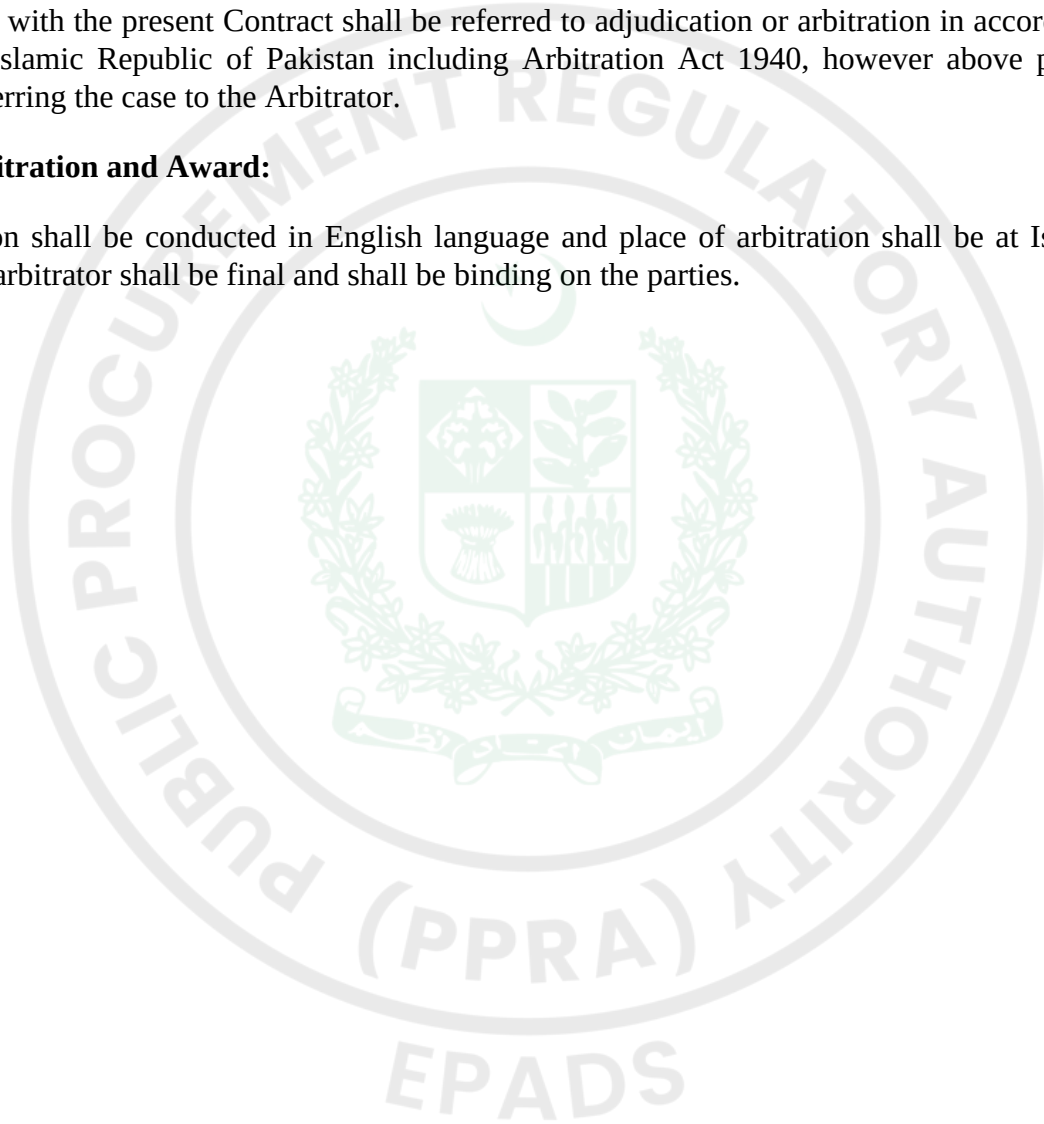
By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.





Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.: **P148122**

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

We, the undersigned, declare that:

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

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

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

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

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



Contract Form

SECTION IX: CONTRACT FORMS

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

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

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **(TNCB-36) Hiring of Firm / Laboratory for witnessing the weighment and testing of sample of coal supplied for 660 MW - Coal Fired Power Plant Jamshoro. (P148122)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

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

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

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

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

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

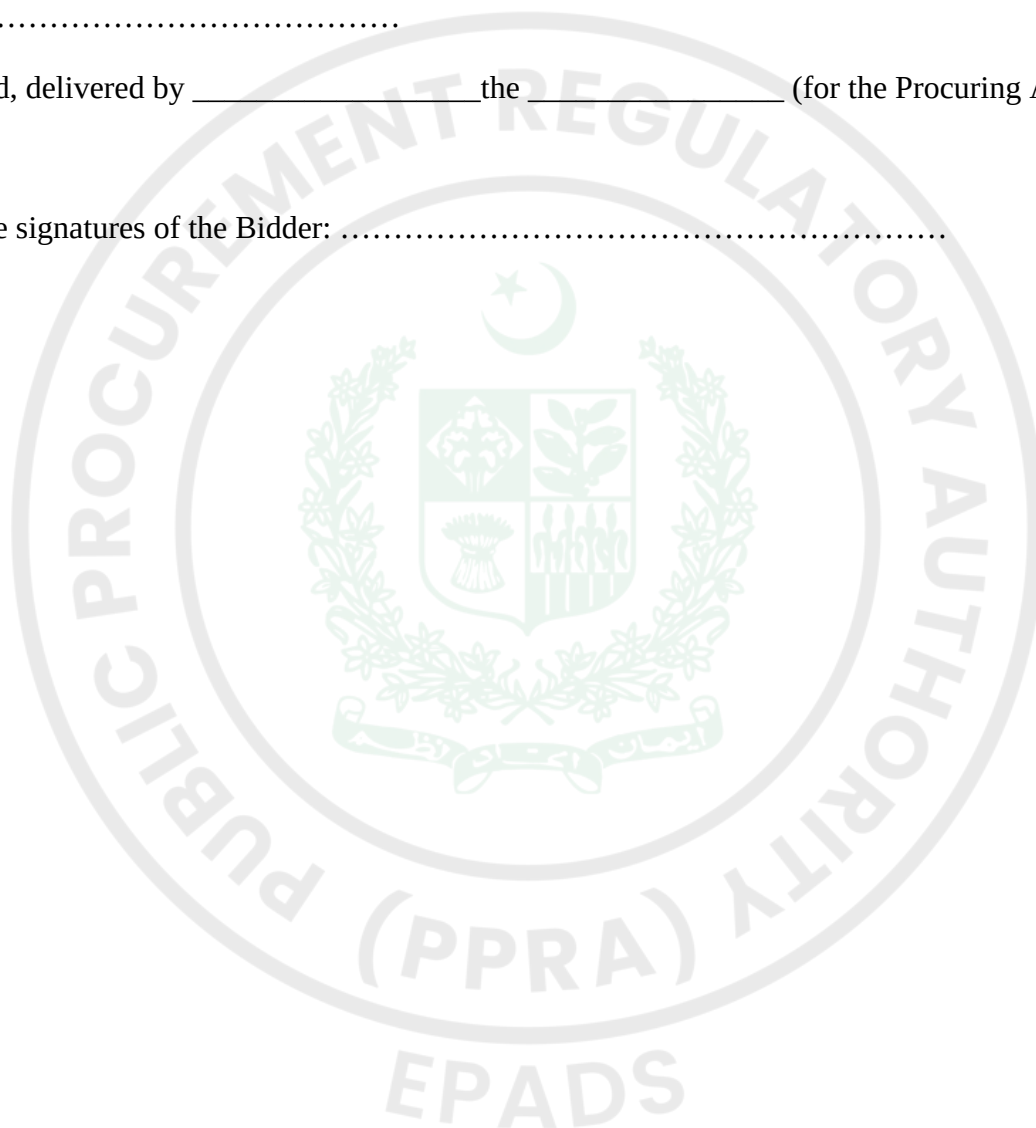
Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder:





Integrity Pact

Integrity Pact

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

Contract

Number: Contract

Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

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

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

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



Performance Guarantee Form

Performance Guarantee Form

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

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

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

AND WHEREAS we have agreed to give the Bidders guarantee:

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

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

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]





Annexure

TNCB-36 description for witnessing the weighment and testing of sample of coal supplied for 660 MW - Coal Fired Power Plant Jamshoro.

Description page for TNCB-36 witnessing the weighment and testing of sample of coal supplied for 660 MW - Coal Fired Power Plant Jamshoro (Annexure)

Information (Read-Only)

See Form Under Additional Forms and Documents: **TNCB-36 description for witnessing the weighment and testing of sample of coal supplied for 660 MW - Coal Fired Power Plant Jamshoro.** (page number: 70)





Procurement Forms

Contractor's Key Personnel Representative and Their Schedules

The Services of Key Personnel required for chemical Laboratory.

See Form Under Additional Forms and Documents: **Contractor's Key Personnel Representative and Their Schedules** (page number: 137)

Financial Resources

See Form Under Additional Forms and Documents: **Financial Resources** (page number: 141)

Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 142)

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

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 143)

Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 145)

Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 146)

Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 148)





Additional Forms and Documents



JAMSHORO POWER COMPANY LIMITED.

TENDER NO.TNCB-36/ JPCL / CFPP / 2026

BIDDING DOCUMENTS FOR HIRING FIRM / LABORATORY FOR WITNESS THE
WEIGHMENT AND TESTING OF SAMPLE OF COAL SUPPLIED

FOR

660 MW - COAL FIRED POWER PLANT JAMSHORO.

SINGLE-STAGE TWO ENVELOPE WITH QUALITY AND COST BASED SELECTION



JAMSHORO POWER COMPANY LIMITED

OCTOBER -2026



JAMSHORO POWER COMPANY LIMITED.

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JAMSHORO POWER COMPANY LIMITED.

NOTICE OF INVITATION

TENDER NO.TNCB-36 / JPCL / CFPP / 2026

HIRING OF FIRM / LABORATORY FOR WITNESSING THE WEIGHMENT AND TESTING OF SAMPLE OF COAL SUPPLIED FOR

660 MW - COAL FIRED POWER PLANT JAMSHORO.

SINGLE-STAGE TWO ENVELOPES WITH. QUALITY AND COST BASED SELECTION.

1	Scope	Hiring of Firm / Laboratory for witnessing the weighment and testing of sample of coal supplied for 660 MW - Coal Fired Power Plant Jamshoro.
2	Eligibility of Bidders	i) Accreditation certificate of ISO /IEC -17025 awarded by Pakistan National Accreditation Council (PNAC) or equivalent International Body. 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 Quality and Cost Based Selection 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 21 st October -2026
6	Date and Time of Opening	At 12.00 hrs on 21 st October-2026
8	Availability of Documents	The document are available on EPADs and can be downloaded from PPRA Website.
9	Bid Security	PKR- 1,000,000/- (Rupees One Millions)
10	Bid Validity	90 Days after opening of the Proposal
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

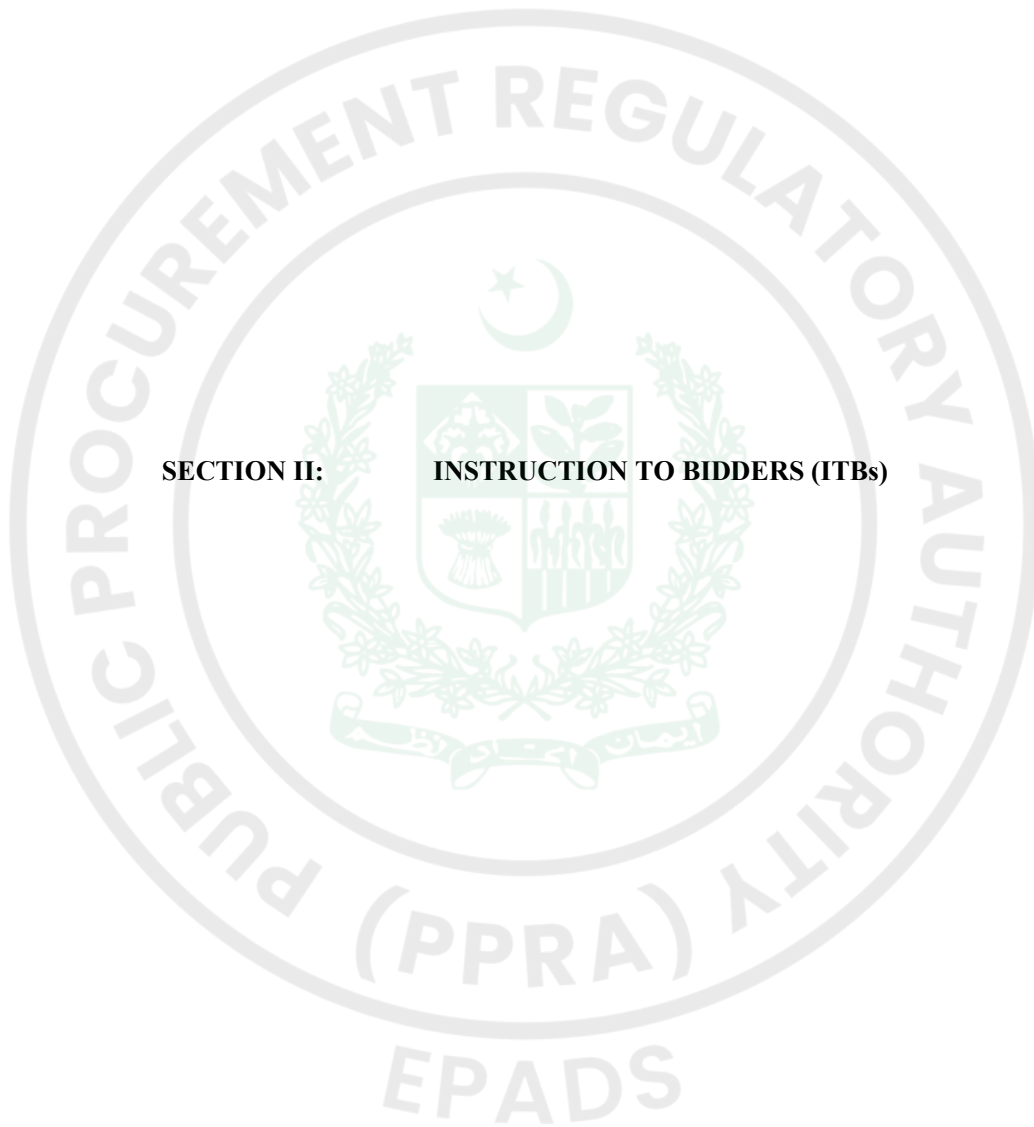
Chief Technical Officer

660 MW- Coal Fired Power Project,

Phone: 022 9213744, 022 9213742, Email: pdpiu@jpcl.com.pk



SECTION II: INSTRUCTION TO BIDDERS (ITBs)





JAMSHORO POWER COMPANY LIMITED.

A. INTRODUCTION

IB-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 VII-Terms of Reference / Scope of Services . The successful Bidders will be expected to provide the weighment and 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).
IB-2	Source of Funds	2.1	Jamshoro Power Company Limited is operating 660 MW Coal Fired Power Plant having its own resources / Funds.
IB-3	Eligible Bidders	3.1	A Bidder may be natural person, company or firm of Pakistan who qualify the eligibility criteria defined at Section –IV of this document.
		3.2	A Bidder shall not have a conflict of interest. A Bidder, who is found to have a conflict of interest, shall be disqualified.
		3.3	A Bidder may be ineligible if; (a) he is declared bankrupt or, in the case of company or firm, insolvent; (b) payments in favor of the Bidder are suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property; (c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property; (d) the Bidder is convicted, by a final judgment, of



JAMSHORO POWER COMPANY LIMITED.

			any offence involving professional conduct; (e) the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration. (f) The firm, supplier and contractor are blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.
		3.4	Bidders shall provide evidence of their continued eligibility to the satisfaction of the Procuring Agency, as the Procuring Agency shall reasonably request.
IB-4	Eligible Countries	4.1	All countries except India and Israel
IB-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.
IB-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			
IB-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 Eligibility & Qualification Criteria Section V General Conditions of Contract. (GCC) Section VI Special Conditions of Contract (SCC) Section VII Letter and Schedules of Bid Section VIII Term of Reference / Scope of Services Section IX Standard Forms.
		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



JAMSHORO POWER COMPANY LIMITED.

			required in the Bidding Documents will be at the Bidder's risk and may result in the rejection of his Bid.
IB-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 IB 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 IB 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.
		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



JAMSHORO POWER COMPANY LIMITED.

			exclusively through the use of an Addendum pursuant to IB 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.
IB-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 IB 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 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,



JAMSHORO POWER COMPANY LIMITED.

			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.		
IB-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.
IB-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 IB 13 that the Bidder is eligible and/or qualified for the subject bidding process; d) Documentary evidence established in accordance with IB 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 IB 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 IB 18; g) Duly Notarized Power of Attorney authorizing the



JAMSHORO POWER COMPANY LIMITED.

			signatory of the Bidder to submit the bid; and h) Any other document required in the BDS .
IB-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.
IB-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.
IB-14	Bid Currencies.	14.1	Prices shall be quoted in the Pakistani currency.
IB-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.
		15.2	Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids only once, for the period not more than the period of initial bid validity. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder agreeing to the request will not be required nor permitted to modify its Bid but will be required to extend the validity of its Bid Security for the period of the extension in all respects.
IB-16	Bid Security	16.1	The Bidder shall furnish Bid Security of Rs. 1,000,00/- as a part of its Bid, in the form of Telegraphic Transfer to JPCL account/CDR/Pay Order in favor of CEO JPCL Jamshoro or Bank Guarantee and the original shall be submitted in the office of Chief Executive Officer before deadline for submission of bid on EPADs.
		16.2	The Bid Security shall be denominated in Pakistan currency, and it shall be valid for twenty-eight (28) days



JAMSHORO POWER COMPANY LIMITED.

			beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the Bidder;
		16.3	The Bid Security may be forfeited: 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 on the Form of Bid; or ii) does not accept the correction of errors; or b) in the case of a successful Bidder, if the Bidder fails: i) to sign the contract; or to furnish performance security.
		16.4	Any Bid not accompanied by a Bid Security shall be rejected by the Procuring Agency as non-responsive.
		16.5	Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than twenty-eight (28) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest: (a) the expiry of the Bid Security; (b) the entry into force of a procurement contract and the provision of a performance security (or guarantee); (c) the rejection by the Procuring Agency of all Bids; (d) the withdrawal of the Bid prior to the deadline for the submission of Bids.
		16.6	The successful Bidder's Bid Security will be discharged upon the Bidder(s) signing the contract or furnishing the performance security. The Successful Bidder's Bid Security shall be adjustable in the amount of Performance Security.



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IB-17	Withdrawal, Substitution, and Modification of Bids	17.1	Before the bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice.
		17.2	Bids requested to be withdrawn shall be returned unopened to the Bidders.
IB-18	Format and Signing of Bid	18.1	The Bidder shall prepare the bid in accordance with instruction herein this document signed & stamped it and upload on EPADs.
		18.2	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bid.
IB-19	Deadline for Submission of Bids	19.1	Bids shall be received by the Procuring Agency no later than the date and time specified in the Procurement Notice and Bidding Document.
		19.2	The Procuring Agency may, in exceptional circumstances, and at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents, in which case all rights and obligations of the Procuring Agency and Bidders previously, subject to the deadline, will thereafter be subject to the new deadline.
IB-20	Late Bids	20.1	The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids.
		20.2	Any Bid received by the Procuring Agency after the deadline for submission of Bids, shall be declared late, recorded, rejected and returned unopened to the Bidder.
IB-21	Withdrawal, Substitution, and Modification of Bids	21.1	A Bidder may withdraw, substitute, or modify its bid after submission, provided that written notice of the withdrawal, substitution, or modification is received by the Procuring Agency prior to the deadline prescribed for bid submission. All notices must be duly signed by an authorized representative and shall include a copy of the authorization (the power of attorney).
		21.2	Bids may only be modified by withdrawal of the original Bids and submission of a replacement Bid in accordance with sub-Clause 21.1. Modifications submitted in any



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			other way shall not be taken into account in the evaluation of Bids.
E. OPENING AND EVALUATION OF BIDS			
IB-22	Opening of Bids	22.1	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 a register as proof of their attendance.
		22.2	Bidders are advised to send in a representative with knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any unread information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.
		22.3	The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders upon request.
		22.4	In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals through EPADs, date and time specified in the BDS in the presence of Bidders' designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The evaluation report of Successful bidders in Technical numbers is to be published on EPADs for grievance period The Financial Proposals will open by Procuring Agency through EPADs until the specified time of their opening.
IB-23	Confidentiality	23.1	Information relating to the examination, clarification, evaluation and comparison of Bids and



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			recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
		23.2	Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.
		23.3	Notwithstanding IB 23.2 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.
IB-24	Clarification of Bids	24.1	To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
		24.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted.
		24.3	The alteration or modification in THE BID which in any affect the following parameters will be considered as a change in the substance of a bid: a) evaluation & qualification criteria; b) required scope of work or specifications; c) all securities requirements; d) tax requirements; e) terms and conditions of bidding documents. f) change in the ranking of the bidder.
		24.4	From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do



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			so in writing or in electronic forms that provide record of the content of communication.
IB-25	Examination of Bids and Determination of Responsiveness	25.1	Prior to the comparison of Bids, the Employer will determine whether each Bid is substantially responsive to the requirements of the Bidding Documents.
		25.2	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.
		25.3	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) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
		25.4	During the evaluation of Bids, the following definitions apply: (a) "Deviation" is a departure from the requirements specified in the Bidding Documents; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.
		25.5	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



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			requirements stated in Schedule of Requirements and scope of services have been met without any material deviation, reservation or omission.
		25.6	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.
F- AWARD OF CONTRACT			
IB-26		26.1	the Procuring Agency will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has been declared as Most Advantageous Bidder, provided that such Bidder has been determined to be: a) eligible in accordance with the provisions of IB-3; b) is determined to be qualified to perform the Contract satisfactorily; and Successful negotiations have been concluded, if any.
IB-27	Negotiations	27.1	Negotiations may be undertaken with the Most Advantageous Bid relating to the following areas: (a) a minor alteration to the technical details of the statement of requirements; (b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Biding documents; (c) a minor amendment to the special conditions of Contract; (d) finalizing payment arrangements; (e) delivery arrangements;



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			(f) the methodology for provision of related services; or clarifying details that were not apparent or could not be finalized at the time of Bidding;
		27.2	Where negotiation fails to result into an agreement, the Procuring Agency may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, the Procuring Agency shall not reopen earlier negotiations.
IB-28	Procuring Agency's Right to reject All Bids	28.1	The Procuring Agency reserves the right to reject all the bids, and to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders. However, the Authority (i.e. PPRA) may call from the Procuring Agency the justification of those grounds.
		28.2	Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.
		28.3	The Procuring Agency shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds.
IB-29	Procuring Agency's Right to Vary Quantities at the Time of Award	29.1	The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Bidding Documents (schedule of requirements) provided this does not exceed by the percentage indicated in the BDS, without any change in unit price or other terms and conditions of the Bid and Bidding Documents.
IB-30	Notification of Award	30.1	Prior to the award of contract, the Procuring Agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.
		30.2	Where no complaints have been lodged, the Bidder whose Bid has been accepted will be notified of the award by the Procuring Agency prior to expiration of



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			the Bid Validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
		30.3	The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance guarantee in accordance with IB 32 and signing of the contract in accordance with IB -31
		30.4	Upon the successful Bidder's furnishing of the performance security guarantee pursuant to IB-32 , the Procuring Agency will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the Bidders pursuant to IB-16
IB-31	Signing of Contract	31.1	Promptly after notification of award, Procuring Agency shall send the successful Bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
		31.2	Immediately after the Redressal of grievance by the GRC, and after fulfillment of all conditions precedent of the Contract Form, the successful Bidder and the Procuring Agency shall sign the contract
		31.3	Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract.
IB-32	Performance Security (or Guarantee)	32.1	After the receipt of the Letter of Acceptance, the successful Bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the BDS and SCC , denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.



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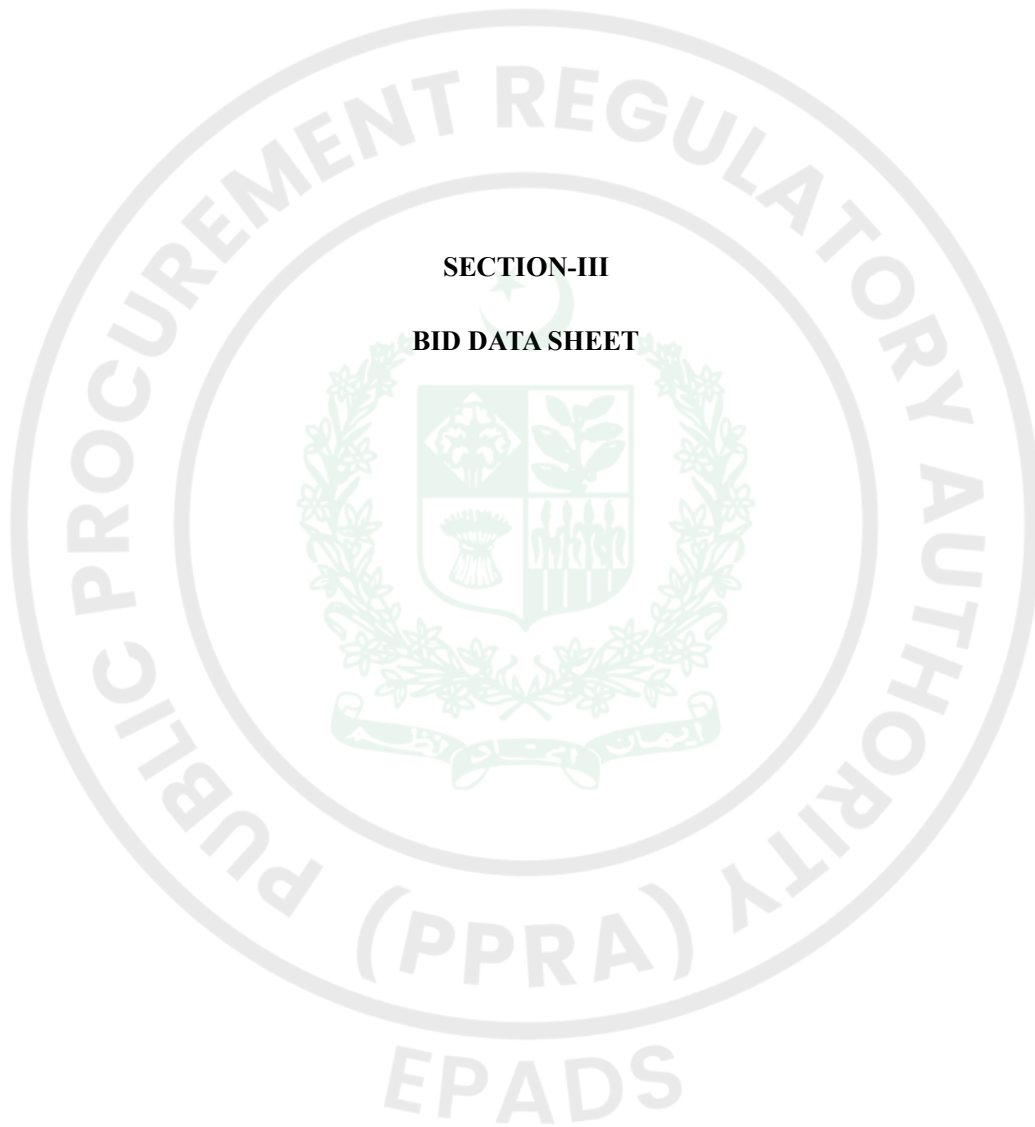
		32.2	If the Performance Security Guarantee is provided by the successful Bidder and it shall be in the form specified in the BDS which shall be in any of the following: (a) Certified cheque, cashier's or manager's cheque, or bank draft; (b) Bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Bidder, bonded by a foreign bank. Any Performance Security (or guarantee) submitted shall be enforceable in Pakistan.
		32.3	Failure of the successful Bidder to comply with the requirement of IB-32.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Procuring Agency may make the award to the next ranked Bidder or call for new Bids.
IB-33	Arbitrator	33.1	The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the SCC.
IB-34	Corrupt & Fraudulent Practices	34.1	Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.



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SECTION-III

BID DATA SHEET





A-GENERAL

Sub Clause Reference BIDDING DATA

1.1 Name of Procuring Agency:

Jamshoro Power Company Limited, a company incorporated and existing under the law Islamic Republic of Pakistan, having its principal place of business at Mohra Jabal, Dad Indus Highway Jamshoro, Sindh.

The subject of procurement is:

Hiring of Firm for weighment, Sampling and Testing of Supplied Coal to 660 MW Coal Fired Power Plant Jamshoro.

Period for Provision of Services:

One (01) year from the date of commencement.

Commencement date for Provision of Services:

Within Seven (07) days from notice to proceed (NTP) which shall be issued any time after signing of the Contract agreement by both parties. JPCL reserves right to issue NTP at appropriate time keeping in view the operational timelines of the power plant.

2.1 Years for the operations of the Procuring Agency:

The Services will start to be utilized during the year, 2025-26 & 26-27

Name and identification number of the Contract:

TNCB-36/CFPP /JPCL-2026

B- BIDDING DOCUMENTS

7.2 The address for clarification of Bidding documents is:

Chief Executive Officer
Jamshoro Power Company Limited.
Email: _____
Phone Number: _____

7.5 Pre-Bid meeting:

Pre-Bid meeting will be held at JPCL Auditorium, Ground Floor, Main Admin Building, Mohra Jabal, TPS Jamshoro on 20-07-2026 at 12:00 Hrs.

C-PREPARATION OF BIDDING DOCUMENTS

9.1 The Language of all correspondences and documents related to the Bid shall be English



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- 11.3 The price shall be fixed and must include all taxes and duties
- 12.1 Currency of the Bid shall be in **Pakistani Rupee**
- 13.1 The Bid Validity period shall be **90 days**
- 14.1 The amount of Proposal Security shall be

PKR-1,000,000/-
- 14.3 The Bid Security shall be in the form CDR /Pay Order/Bank Guarantee in favor of Chief Executive Officer, JPCL Jamshoro.
- 14.7 The Bid Security shall be valid for: 28 *days* beyond the expiry of the Bid validity period.

D- SUBMISSION OF BID

- 17.2 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:

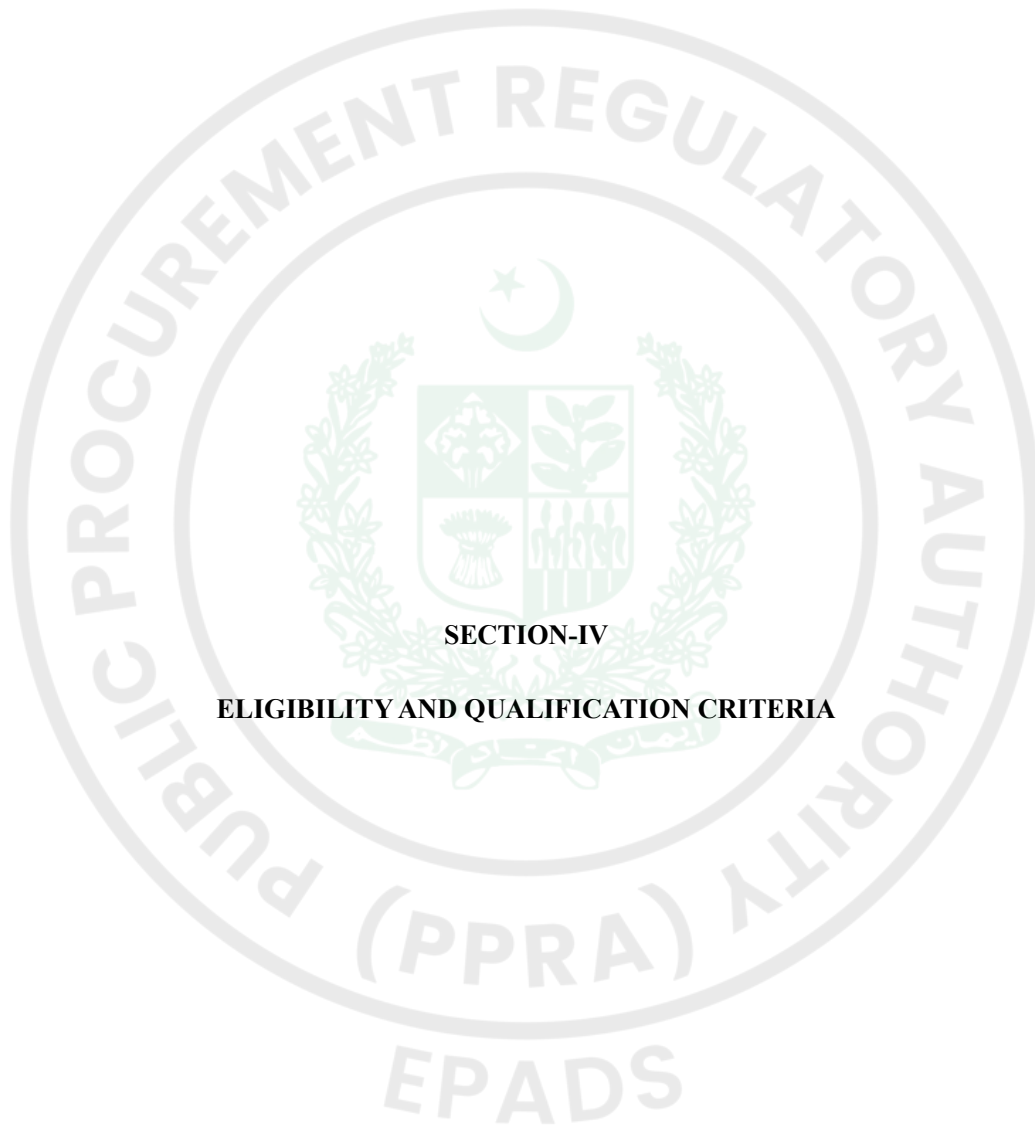
Opening date and time: 19th October-2026 at 11.30 hrs

F- AWARD OF CONTRACT.

- 25.1 The evaluation of Bids is based on Quality and Cost Based Selection, wherein, the Quality and Cost ratio is 70:30, bidder will qualify the bid by obtaining 60 marks and will be considered for Financial evaluation.
- 28.1 The Bidder shall furnish Performance Security on the Performa attached with this bid @ 10% of Contract Value within fourteen (14) days of letter of acceptance , failing which the bid security will be forfeited .



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SECTION-IV

ELIGIBILITY AND QUALIFICATION CRITERIA



4.1 Eligibility (Mandatory)

S. No.	Subject	Compliance Requirement	Document Submission
01	Nationality	Nationality in accordance with Sub-Clause IB.3.1 (a).	Undertaking on Stamp Paper
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. 3.3(f).	Undertaking in the Letter of Technical Bid.
04	Pending Litigation	Not have any litigation against the company in accordance with sub clause-3.3 (c)	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	Certification of accreditation		The bidder shall submit the accreditation certificate of ISO /IEC -17025 awarded by Pakistan National Accreditation Council (PNAC) or equivalent International Body.

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 Experience in Sample testing of any Fuel Such as Natural Gas , Residual Furnace oil etc Experience – 10 + years - 20 points 5-10 years – 10 points 3-5 years- 5 points Below 3 years – 1 Points	20	The number of years in testing of Fuel including Coal testing in Power / Mining Sector. The experience shall be considered from the date of accreditation certificate.
02	Relevant Experience Completed 5 or more similar assignment- 25 points. Less than 5 assignment 5 points for each assignment	25	The experience in Coal Testing of Thar Lignite Or Imported Sub Bituminous Coal. The bidder shall submit Service Order / Work Orders with Satisfactory Completion Certificate of End User.
03	Technical Capability of Laboratory Availability of Testing Equipments, Sampling Facilities , Analytical Methods and Calibration Status	15	The bidder shall submit the list of Testing Equipment's relevant to testing for <i>Coal Specification as mentioned in scope of Services</i> , their manufacturing \date and calibration certificate, if applicable.
04	Key Personal Qualification and experience of Laboratory Manager, Chemists, Sampling Engineers and technicians	15	The bidder shall submit the list of their personals along with CVs, and also the qualification and experience certificates
05	Annual turn over Above 40 Million 15 points 20-40 Million- 10 Points above 10 and less than 20 Million -05 Points Below- 10 Millions- 1 Points	15	The bidder shall submit the Annual Audited Statements for last three years
06	Power Point Presentation.		The presentation should on Power Point



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	The bidder shall present the Company Profile with following; - Accreditation of the Company. - Company Experience. - Laboratory Infrastructure including Testing Equipments. - Qualification and Experience of Key Personals. - Testing Standards. - Quality Assurance. - Sampling Capability. - Turned around Time. - Financial Capability.	10	and presented before JPCL management or BoD of Jamsoro Power Company limited. The date and Time will communicated accordingly.
Total	100		

Note:

- 1- The minimum Qualifying marks are 60, The Financial proposal of firm having less than 60 marks technical evaluation will not be considered for Financial Evaluation.
- 2- 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**.
- 3- The total number of firms will be calculated as follow;

Technical Number = $(\text{Marks in Technical Evaluation} \times 70) / 100$

Financial Marks = $(\text{Quoted Lowest Cost} / \text{Quoted cost of respective bid}) \times 100$

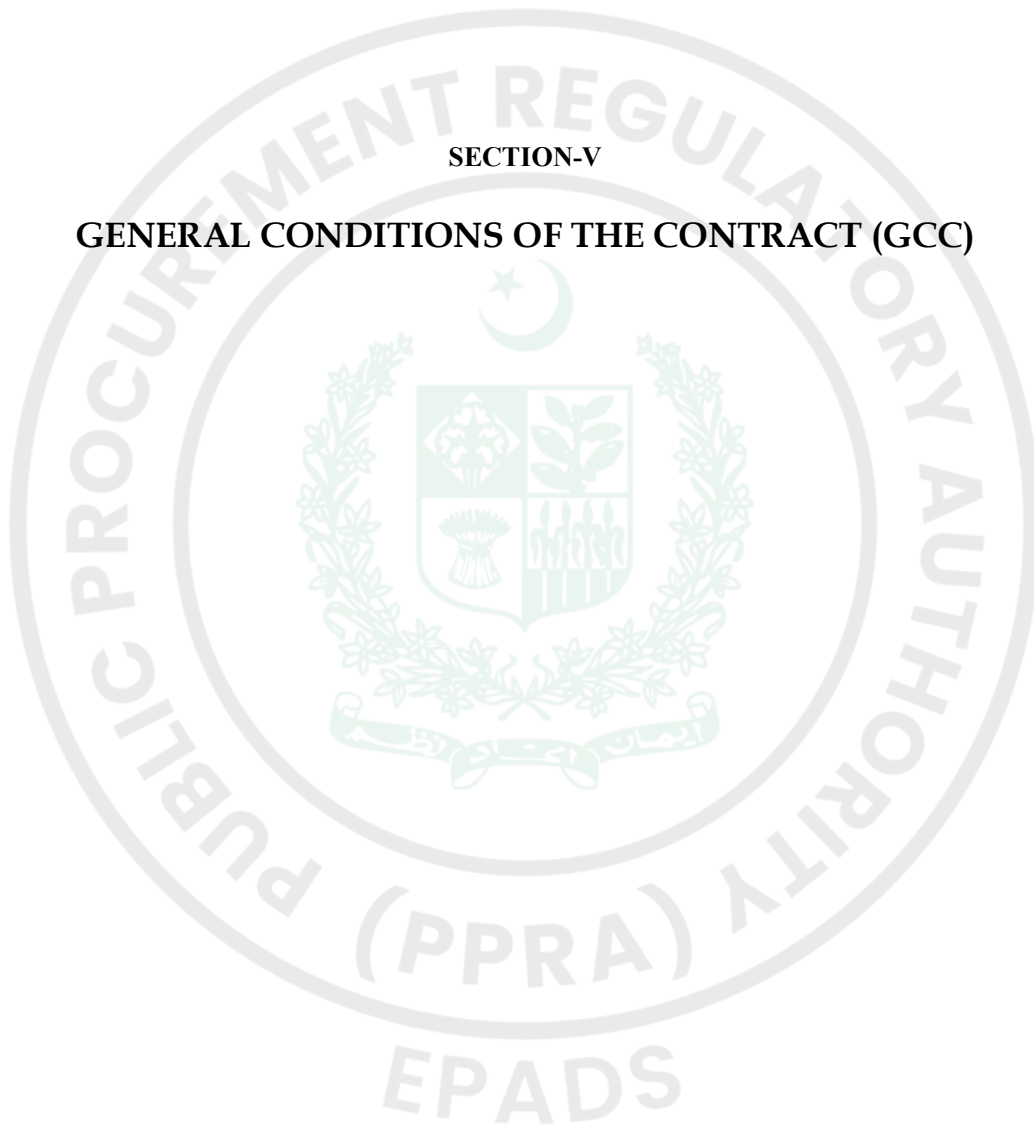
Financial Number = $(\text{Financial Marks} \times 30) / 100$

Total Number = Technical Number + Financial Number



SECTION-V

GENERAL CONDITIONS OF THE CONTRACT (GCC)





1- General

- 1 Definitions 1.1 Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated
- (a) **“Applicable Law”** means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;
 - (b) **“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.
 - (k) **“The Bidder”** means the individual or corporate body whose Proposal to provide the Services has been accepted by the Procuring Agency;
- “The Project Site,”** where applicable, means the place or places named in



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		(l)	Proposal / Bid Data Sheet or technical Specifications;
			“Government” means the Government of Pakistan;
		(m)	“Local Currency ” means the currency of Pakistan;
		(n)	“In Writing ” means communicated in written form with proof of receipt;
		(o)	“Completion Date” means the date of completion of the Services by the
		(p)	Service Provider as certified by the Procuring Agency;
			“Foreign Currency ” means any currency other than the currency of the
		(q)	country of the Procuring Agency;
			“Party ” means the Procuring Agency or the Service Provider, as the case
		(r)	may be, and “Parties” means both of them;
			"Service" means any object of procurement other than goods or works;
		(s)	“Sub contractor” means any entity to which the Service Provider
		(t)	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.
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 act on their behalf in exercising all the Service Provider’s rights and obligations towards the



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			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. 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 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	<u>No Breach of Contract</u> 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



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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.

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Service Provider in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

- (a) If the Service Provider fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;
- (b) 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;
- (c) If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings;
- (d) 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;
- (e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2 By the Service Provider/ Bidder.

The Service Provider may terminate this Contract, by not less than thirty



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(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.

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

- (c) 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 Procuring Agency of the Service Provider's notice specifying such breach.
- (d)

2- OBLIGATION OF SERVICE PROVIDER/ BIDDER

15 General

15.1 Standard of Performance

- (i) The Service Provider shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties.

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

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

15.2 Law Applicable to Services.

The Service Provider shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Service Providers, comply with the Applicable Law.



- | | | | |
|----|---|------|---|
| 16 | Conflict of Interests | 16.1 | <p>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 of them similarly shall not receive any such additional remuneration.</p> |
| | | 16.2 | <p>Service Provider and Affiliates Not to be Otherwise Interested in Project.</p> <p>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.</p> |
| | | 16.3 | <p>Prohibition of Conflicting Activities</p> <p>Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:</p> <ul style="list-style-type: none"> (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; <p>After the termination of this Contract, such other activities as may be specified in the SCC.</p> |
| 17 | Confidentiality | 17.1 | <p>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.</p> |
| 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, |



JAMSHORO POWER COMPANY LIMITED.

insurance against the risks, and for the coverage, as shall be specified in the SCC; and

- (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

19	Service Provider's Actions Requiring Procuring Agency's Prior Approval	19.1	The Service Provider shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:
			(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	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.
21	Documents Prepared by the Service Provider to Be the Property of the Procuring Agency	21.1	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.
22	Liquidated Damages	22.1	Payments of Liquidated Damages 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.
		22.2	Correction for Over-payment. If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the 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 specified in SCC.
		22.3	Lack of performance penalty



JAMSHORO POWER COMPANY LIMITED.

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. |

4- PAYMENT TO SERVICE PROVIDER / BIDDER

- | | | | |
|----|-----------------------|------|--|
| 26 | Lump-Sum Remuneration | 26.1 | The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services. Except as provided in GCC 27, the Contract Price may only be increased above the amounts if the Parties have agreed to additional payments in accordance with GCC 28 |
|----|-----------------------|------|--|



JAMSHORO POWER COMPANY LIMITED.

27	Contract Price	27.1	The price payable in local currency is set forth in the SCC.
28	Payment for Additional Services, and Performance Incentive Compensation	28.1	For the purpose of determining the remuneration due for additional Services as may be mutually agreed.
		28.2	If the SCC so specifies, the service provider shall be paid performance incentive compensation if specified in the SCC.
29	Terms and Conditions of Payment	29.1	Payments will be made to the Service Provider according to the payment schedule stated in the SCC.
		29.2	Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Service Provider 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 Service Provider have submitted an invoice to the Procuring Agency specifying the amount due.
30	Interest on Delayed Payments	30.1	If the Procuring Agency has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.
31	Price Adjustment	31.1	Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the SCC. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency.
		31.2	If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.
32	Currency of Payment	32.1	Any payment under this Contract shall be made in the currency (ies) specified in the SCC.

5- SETTLEMENT OF DISPUTE

33	Amicable Settlement	33.1	The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
34	Dispute Settlement	34.1	If any dispute arises between the Procuring Agency and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.
		34.2	The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.



JAMSHORO POWER COMPANY LIMITED.

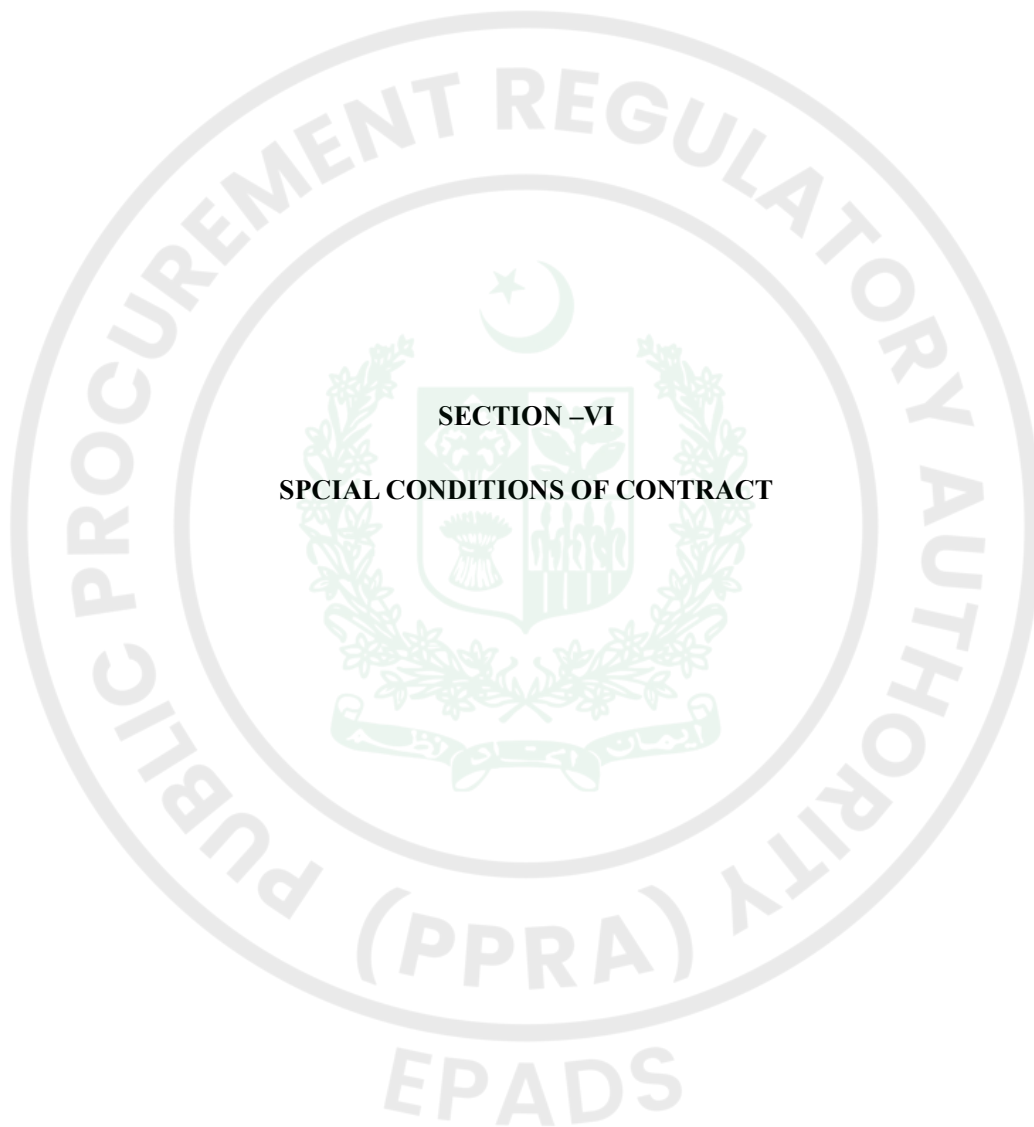
34.3 The Adjudicator shall be paid by the hour at the rate specified in the PDS and SCC, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between the Procuring Agency and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

34.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and, in the place, shown in the SCC.

Should the Adjudicator resign or die or should the Procuring Agency and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Procuring Agency and the Service Provider. In case of disagreement between the Procuring Agency and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request



JAMSHORO POWER COMPANY LIMITED.



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.

1- GCC-2

Applicable Law:

The federal, provincial and local laws of Pakistan, and all orders, judicial decisions, rules, regulations, executive orders, statutory regulatory orders, decrees, notifications or other similar directives issued by any public sector entity thereto, including environmental standards, as any of them may be amended from time to time.

2- 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**

3- GCC-4

Notices

Employer

Jamshoro Power Company Limited (GENCO-I)
Mohra Jabal, Dadu Road Jamshoro
Attention: Chief Executive Officer

Service Provider:

4- GCC-6.1

Authorized Representative are;

For the Procuring Agency:

Name:.....Designation:

Address:

For the Service Provider:

Name:.....Designation:.....



JAMSHORO POWER COMPANY LIMITED.

Address:

5- GCC-6.2

Same as GCC-6.1

6- GCC-7

Effectiveness of the contract:

The contract will come into effect on the date of signing of the contract by both parties Service Provider and JPCL.

7- GCC-8

Commencement of Services:

The Contractor/Service Provider shall commence within a week's time on issuance of written notice to proceed (NTP) by JPCL which shall be issued any time after signature of the Contract by both parties. JPCL reserves right to issue NTP at appropriate time keeping in view the operational timelines of the power plant.

8- GCC-10.2

Expiration of Contract:

The time period shall be for one (01) year from the date of commencement. The contract may be extended, if exigencies so demand, for the period mutually agreed on same terms and conditions.

9- GCC-16

Conflict of Interest

The Procuring Agency reserves the right to determine on a case-to-case basis whether the Service Provider should be disqualified from providing services due to a conflict of the nature described in Clause GCC 16

10-GCC-18

Insurance

The insurance coverage against the risks shall be as follows;

(a) Professional liability insurance:

The minimum coverage in accordance with the applicable law in Pakistan

(b) Third Party liability insurance:

The minimum coverage of the amount in Pak Rupees in accordance with the applicable law in



Pakistan.

- (c) Procuring agency's liability and workers' compensation insurance in respect of
 - (i) the experts and Sub- Service Providers in accordance with the relevant provisions of the applicable law in Pakistan, as well as life, health, accident, travel or other insurance as may be appropriate; and
 - (ii) insurance against loss of or damage to the Service Provider's property used in the performance of the Services, and
 - (iii) any documents prepared by the Service Provider in the performance of the Services

11. GCC-22

Liquidated Damages

If the Bidder fails to provide services as required under the contractor in case of any loss to equipment or personnel/breach or any incident compromising the safety and security or other such failures related to any services, if service provider fails to attain completion of any of the milestones/deliverables by relevant targets, the Service Provider shall be liable to pay to the JPCL as Liquidated Damages equal to 1% of the total contract value for each breach till a cap of 10% of contract total value after which the contract will be terminated. Such money shall be paid to the company, or company may make deduction from any amounts owed to the service provider under this agreement or may call on performance guarantee or any combination of the foregoing for the purposes of recovery.

12. GCC-23

Performance Guarantee.

The performance guarantee shall be @ 10% of Contract Value in acceptable form CDR/ Pay Order/Bank Guarantee

13- GCC-27

Lum sump remuneration

Proposal/Bid quoted shall be inclusive of all applicable taxes. Sindh Sales Tax (SST) shall be mentioned and invoiced separately.

14 GCC-29

Payment

Payment against the services as per Section VII- "Term of Reference scope of services " shall be made in Pakistani rupees, as follows:



JAMSHORO POWER COMPANY LIMITED.

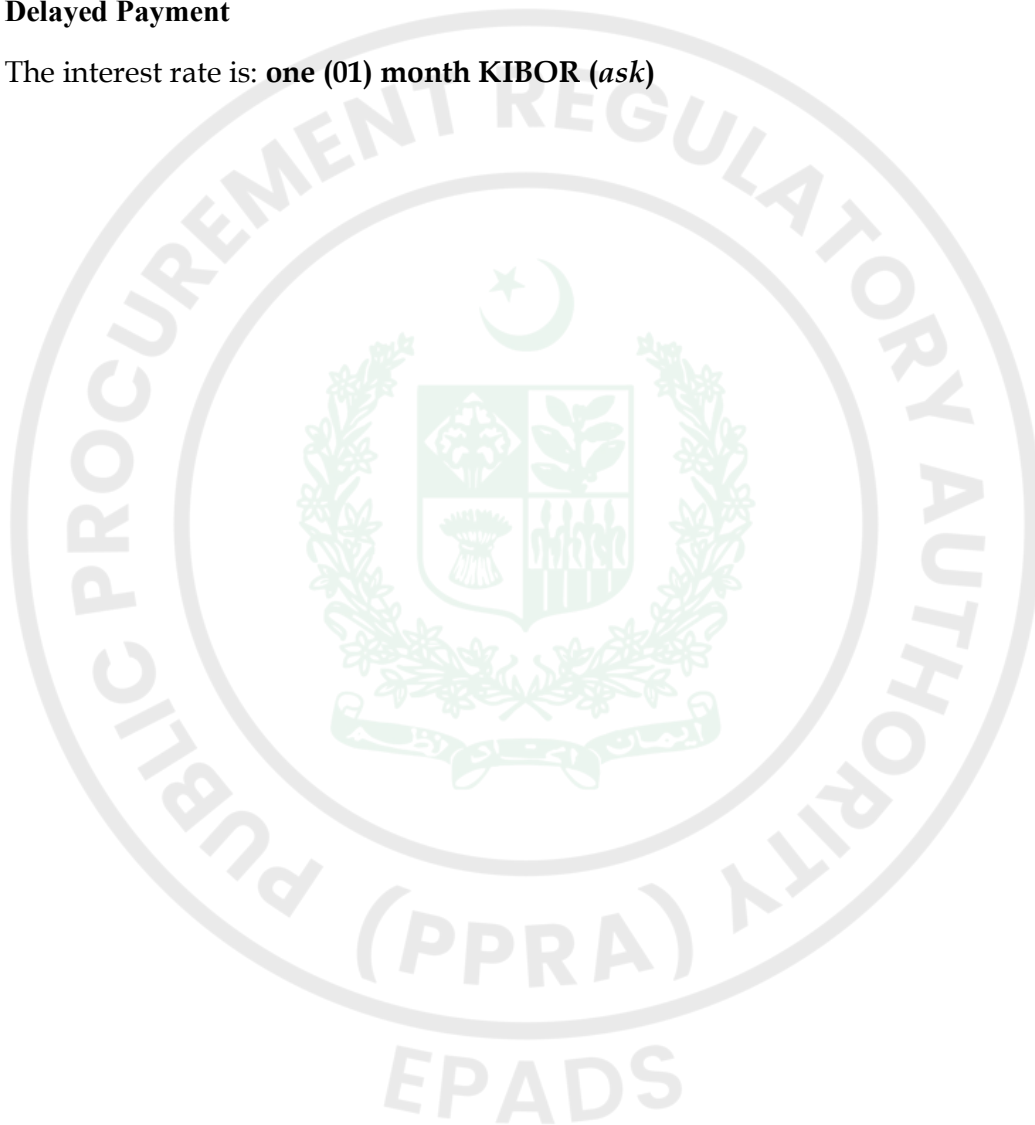
Payment: The Payment to successful bidder shall be paid on submission of monthly invoices with supporting documents within 30 days after submission of invoices

30 days.

14. GCC-30

Delayed Payment

The interest rate is: **one (01) month KIBOR (*ask*)**





JAMSHORO POWER COMPANY LIMITED.

**SECTION –VII
LETTER OF BID & SCHEDULE OF BID**



JAMSHORO POWER COMPANY LIMITED.

LETTER OF TECHNICAL BID

Bid Reference No. _____

WITNESS THE WEIGHMENT AND TESTING OF SAMPLE OF COAL SUPPLIED

To:

Chief Executive Officer,
JamshoroPower 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 **witness the weighment and testing of sample of coal supplied** 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 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.



JAMSHORO POWER COMPANY LIMITED.

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 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.

13- 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. _____

WITNESS THE WEIGHMENT AND TESTING OF SAMPLE OF COAL SUPPLIED

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 **witness the weighment and testing of sample of coal supplied**, we, the undersigned, offer to execute and complete such Disposal in conformity with the said Bidding Documents and Addenda for the sum of: [insert the total price of the Bid in words and figures, indicating the amount and the respective currency]
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.

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)



JAMSHORO POWER COMPANY LIMITED.

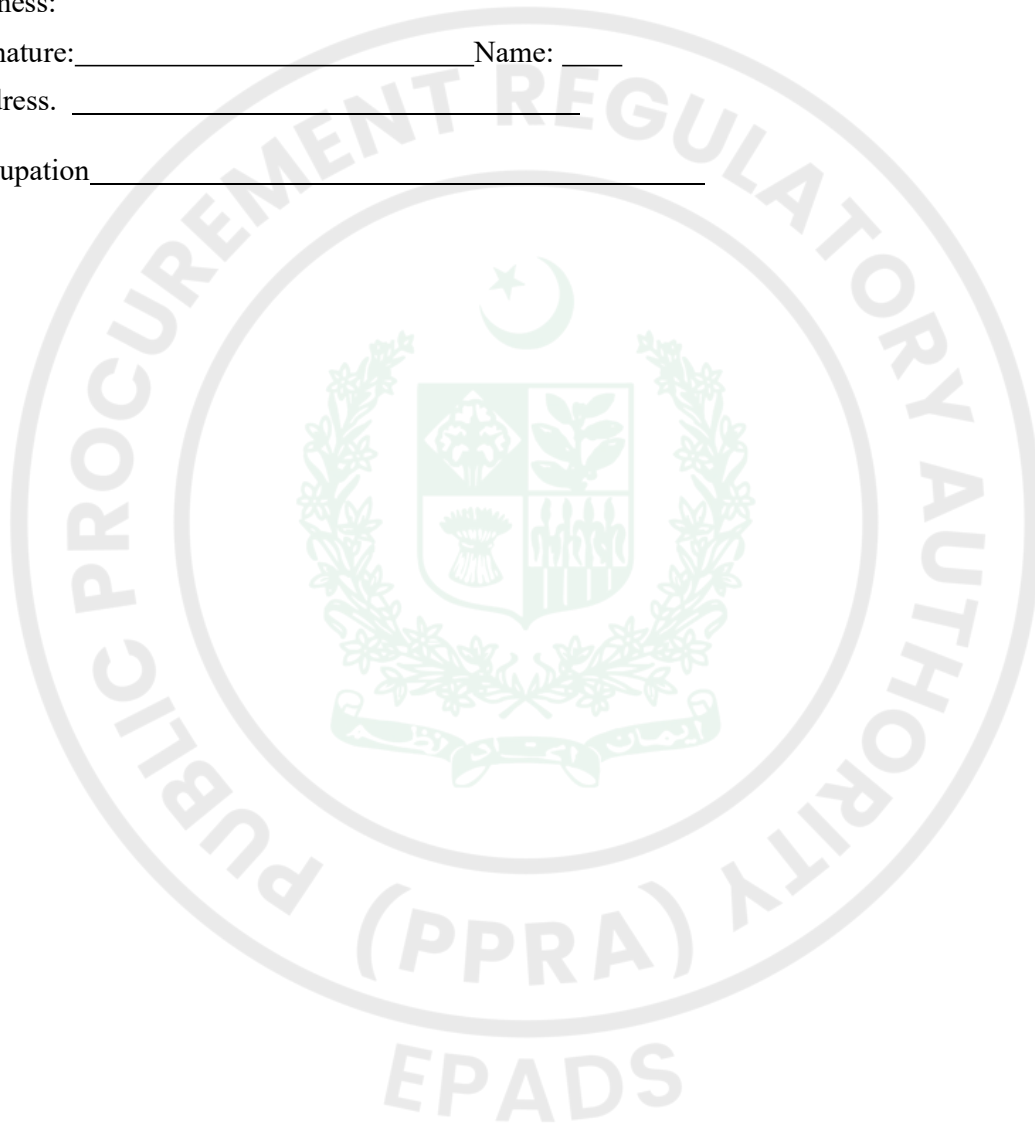
Address: _____

Witness:

Signature: _____ Name: _____

Address. _____

Occupation _____



Schedule-A to Bid



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.



JAMSHORO POWER COMPANY LIMITED.

A-2
(Schedule-A to B)

[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** related Services specified by the Bidder in the Schedule of Requirements]

The estimated quantity of the Coal to be weighed and tested is 1, 2000,000 **Metric Tons** during a year. The quantity may vary depending upon operation of the plant and the type of coal used.

S. No.	Item Description	Unit	Rate(Rs.)
1	1) Weighment , sampling and Testing of Supplied Coal in accordance with scope defined in Terms of Reference / Scope of Services Rs./M.Ton	Metric Tons	
	Total Rs.		
	Applicable Sindh Sales Tax (SST) @15%		
	Grand Total Rs.		



PROPOSED ACTIVITY SCHEDULE

The Bidder shall submit the schedule of Weigment, Sampling and Testing of Coal

Description	Time for Completion (Months)
Weighment, Sampling and Testing	One year

[The Bidder shall provide, its Proposed Activity Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete each work item in such a manner that his proposed programme for completion of the whole of the Disposal of Assets may meet Employer's completion target in days noted above and counted from the Commencement Date]

Note: The Bidder shall submit its Proposed Activity Schedule for each Lot separately.



METHOD OF PERFORMING THE WEIGHMENT ,SAMPLING AND TESTING OF COAL

[The Bidder is required to submit a narrative outlining the method of performing the weighment and testing services . The narrative should indicate in detail and include but not be limited to:

In this form, the Bidder shall provide its Organization Chart indicating all positions that will be employed in Head Office, Site Office, etc., (whichever applicable) including the key positions. Bidder shall also mention the job description of each key position.

The Bidder is required to submit a narrative outlining the method of performing the Disposal work. The narrative should indicate in detail and include but not be limited to:

- The sequence and methods in which he proposes to carry out the weighment, sampling and testing , of Coal including the number of shifts per day and hours per shift, he expects to work.
- The procedure weighment ,sampling and testing , of Coal
- The Bidder shall provide description of his construction camp's facilities and staff housing requirements.
- The Bidder shall submit comprehensive and concise Health, Safety and Environmental (HSE) Plan that outlines the health, safety and environmental procedures to be implemented during the execution of services at the Project Site.



JAMSHORO POWER COMPANY LIMITED.

D-1
Schedule-E to Bid

**ORGANIZATION CHART FOR THE
SUPERVISORY STAFF AND LABOUR**





INTEGRITY PACT

**DECLARATION OF FEES, COMMISSION AND BROKERAGE, ETC. PAYABLE BY THE
BIDDERS / CONTRACTORS OF GOODS, SERVICES & WORKS IN**

CONTRACTS WORTH PAK. RS. 10.00 MILLION OR MORE

Dated _____

Contract No. _____

Contract Value: _____

Contract Title: As stated in Letter of Price Bid

.....[Name of Bidder/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 (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of Bidder/ Contractor] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to any one and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation 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 Bidder/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, representation or warranty.

.....[Name of Bidder/Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights 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 Bidder/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 Bidder/Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever from GoP.

Name of Employer:.....

Signature:.....

[Seal]

Name of Bidder/Contractor:.....

Signature:.....

[Seal]



JAMSHORO POWER COMPANY LIMITED.

SECTION –VIII

TERM OF REFERENCE /SCOPE OF SERVICES



METHODOLOGY AND SCOPE OF SERVICES.

1. Objective

The objective of this assignment is to provide independent third-party witnessing services for coal sampling, sample preparation, laboratory analysis, and reporting at the JPCL site. The shall witness and verify that the sampling and testing activities performed by JPCL, or its designated contractor, are carried out in accordance with the approved procedures and applicable international standards.

2. Scope of Services

The scope of Bidder covers coal received at JPCL through:

- Road Trucks
- Railway Wagons

The services include witnessing of both mechanical and manual sampling operations, sample preparation, laboratory analysis, and reporting.

3. Witnessing of Mechanical Sampling - Road Trucks

3.1 Cargo Receipt

- Bidder representatives shall:
- Witness the weighbridge weighing of each truck upon arrival.

Verify that the cargo is identified and recorded in accordance with JPCL procedures.

3.2 Mechanical Sampling

- During normal operation of the mechanical auger sampling system, Bidder shall witness that:
Each truck is sampled through the mechanical auger sampling station.
- One representative sample increment is collected from each truck. ☐ Sampling is carried out separately for each supplier.
- Sample increments are properly identified and preserved separately as per each supplier.

3.3 Sample Preparation.

Upon completion of each operational shift, Bidder shall witness that:

- Sample increments are combined supplier-wise.
- Composite samples are prepared in accordance with the approved procedure for each sub lot not more than 50 trucks.
- Four representative sample sets are prepared for each supplier / subplot.

3.4 Sample Distribution

Bidder shall witness the distribution of the prepared samples as follows:

- One (1) sample submitted to the Site Laboratory (JPCL) for analysis.
- One (1) sample handed to the supplier, if requested.



- Two (2) samples retained by JPCL/Operator for reference purposes.

3.5 Laboratory Analysis.

The Contractor Chemist shall witness laboratory testing performed by the JPCL Site Laboratory using JPCL's laboratory personnel and equipment.

3.6 Reporting

Bidder shall issue Daily Witnessing Reports summarizing the activities observed during each operational shift.

4. Witnessing of Manual Sampling - Road Trucks

4.1 Applicability

In the event of mechanical sampling system malfunction or under maintenance, Bidder shall witness manual sampling activities performed by JPCL or its contractor.

4.2 Manual Sampling

Bidder shall witness that:

- Manual sampling is carried out during truck unloading at the designated stockyard.
- Approximately 3-4 kg of representative sample is collected from each truck.
- Sampling is performed separately for each supplier.
- Samples are properly sealed, labelled, and preserved.

4.3 Sample Preparation.

Bidder shall witness sample preparation by crushing, mixing and reducing using an appropriate sample reduction method, final samples prepared into four representative sample sets.

4.4 Sample Distribution

Bidder shall witness distribution of the prepared samples in accordance with the agreed distribution procedure.

4.5 Laboratory Analysis

Bidder Chemist shall witness laboratory analysis performed by the Site Laboratory.

4.6 Reporting

Daily Witnessing Reports shall be issued by Bidder

5. Witnessing of Mechanical Sampling - Railway Wagon

5.1 Cargo Receipt

Bidder representatives shall witness:

- Railway wagon weighbridge operations.
- Identification of the train and wagon numbers.



5.2 Cargo Handling

Bidder shall observe that:

- Coal is unloaded at the designated unloading facility.
- Coal is conveyed to the stockyard through the conveyor system.

5.3 Mechanical Sampling

Bidder shall witness that:

- Mechanical sampling is performed using the installed conveyor-belt sampling system.
- Sampling is carried out continuously throughout the transfer of each train.
- Sample increments are collected and preserved separately for each train.

5.4 Sample Preparation:

Bidder shall witness preparation of train-wise composite samples and verification that four representative sample sets are prepared.

5.5 Sample Distribution

Bidder shall witness distribution of samples to:

- Site Laboratory.
- Supplier (if requested).
- JPCL/Receiver.

5.6 Laboratory Analysis

Bidder's Chemist shall witness laboratory testing performed by the Site Laboratory by their staff on their equipment.

5.7 Reporting

Bidder shall issue Daily Witnessing Reports.

6. Witnessing of Manual Sampling – Railway Wagon

6.1 Applicability

Where the mechanical sampling system is unavailable, Bidder shall witness manual stockpile sampling performed by JPCL or its contractor.

6.2 Manual Sampling.

Bidder shall witness that:

- Random sample increments are collected from different locations, elevations, and depths of the stockpile.



- Sampling is performed separately for each train.
- Samples are correctly identified and preserved.

6.3 Sample Preparation.

Bidder shall witness that:

- Sample increments are combined
- Composite samples are crushed, mixed and reduced.
- Four representative sample sets are prepared.

6.4 Sample Distribution

Bidder shall witness the distribution of the prepared samples in accordance with the agreed procedure.

6.5 Laboratory Analysis

Bidder Chemist shall witness laboratory analysis performed by the Site Laboratory.

6.6 Reporting

Daily Witnessing Reports shall be issued by Bidder.

7. General Scope and Responsibilities of Bidder.

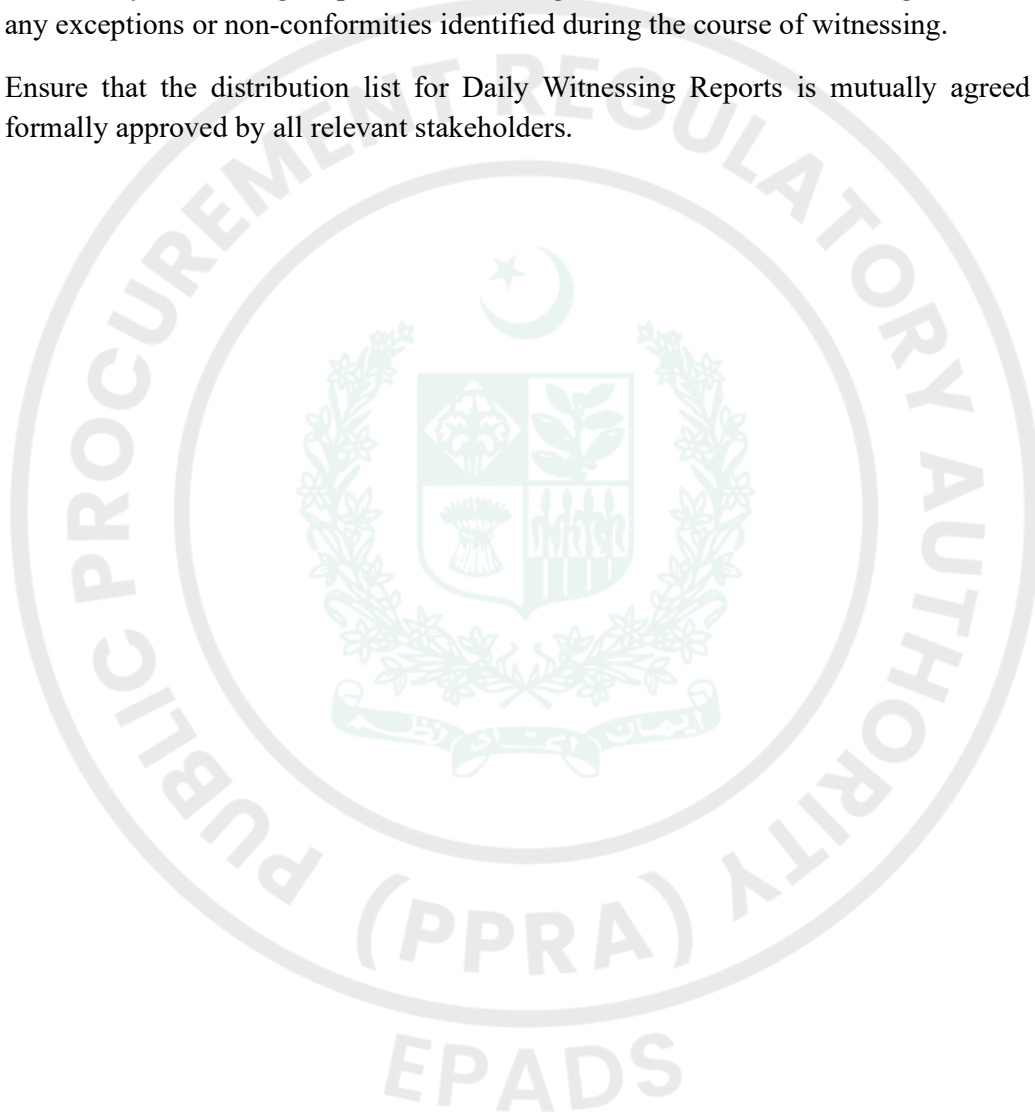
Throughout the duration of the assignment, Bidder shall act as an independent third-party witness and verification agency and shall be responsible for the following activities:

- Witness coal receipt operations, including weighbridge activities related to incoming coal deliveries. Witness mechanical and/or manual sampling activities conducted by JPCL or its designated contractor.
- Witness sample preparation, handling, splitting, sealing, storage, and distribution processes.
- Verify that the maximum supplier-specific lot size for daily coal arrivals does not exceed 50 trucks per day, unless otherwise mutually agreed.
- Witness laboratory testing and analysis performed by JPCL personnel using JPCL's laboratory facilities, equipment, and approved testing procedures.
- Verify the integrity of sample identification, traceability, chain of custody, sealing, and distribution protocols.
- Observe compliance with agreed sampling, sample preparation, and testing procedures and record any deviations, irregularities, or non-conformities observed during the witnessing process.



JAMSHORO POWER COMPANY LIMITED.

- Communicate observations and significant deviations to the relevant parties in accordance with mutually agreed reporting and communication protocols.
- Maintain strict impartiality, independence, confidentiality, and professional integrity throughout the assignment.
- Issue Daily Witnessing Reports summarizing activities observed, findings, observations, and any exceptions or non-conformities identified during the course of witnessing.
- Ensure that the distribution list for Daily Witnessing Reports is mutually agreed upon and formally approved by all relevant stakeholders.





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SECTION -IX
STANDARD FORMS



FORM OF BID SECURITY

Security Executed on _____
(Date)

Expiry on _____
(Date)

Name of Surety with Address: _____

Name of Principal (Bidder) with Address _____

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

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

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

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

NOW THEREFORE, if the successful Bidder shall, within the period specified therefore, 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



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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

BS-2

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

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

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

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

SURETY
(Scheduled Bank)

WITNESS:

Signature _____

1. _____ Name _____

_____ Title _____
Corporate Secretary (Seal) Corporate Guarantor (Seal)

2. _____

Name, Title & Address _____



JAMSHORO POWER COMPANY LIMITED.

FORM OF PERFORMANCE SECURITY (Bank Guarantee)

Guarantee No. _____

Executed on _____

[Letter by the Guarantor to the Employer]

Name of Guarantor with address: _____

Name of Principal (Contractor) with address: _____

Penal Sum of Security (*express in words and figures*) _____

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (herein after called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (herein after called the Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter of Acceptance for _____

_____ (*Name of Contract*) for the _____

_____ (*Name of Project*).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the under takings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue, including thirty (30) days following the date of completion of the Contractor's performance obligations



under the Contract, as to be certified by the Employer by issuance of the Completion Certificate.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defense under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments.

And without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums upto the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall decide, whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

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

Guarantor
(Scheduled Bank)

WITNESS:

Signature _____

1. _____

Name _____

Title _____

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. _____

Name, Title & Address



JAMSHORO POWER COMPANY LIMITED.

Letter of Acceptance

[Letter head paper of the Employer]

NAME OF CONTRACT:_____ CONTRACT NUMBER:_____

TO:_____

Date:_____ Your Reference:_____ Our Reference:_____

We thank you for your Bid dated _____ for the witness of weighment, sampling and testing of supplied Coal comprising the above-named Contract, all in conformity with the terms and conditions contained in the Contract.

We have pleasure in accepting your Bid for the Contract Price of:

[currency and amount in figures]

We acknowledge that this Letter of Acceptance creates a binding Contract between us, and we undertake to fulfill all our obligations and duties in accordance with the terms of this Contract.

You are hereby required to furnish the Performance Security in the form and the amount in accordance with Sub-Clause IB.29.1 within a period of fourteen (14) days after the receipt of Letter of Acceptance.

You shall depute your authorized representative with Power of Attorney to sign the Contract Agreement in the office of the undersigned within fourteen (07) days from the date of furnishing of acceptable Performance Security pursuant to Sub-Clause IB.29.

Please acknowledge receipt and confirm your acceptance of this Letter of Acceptance being sent in duplicate, by affixing your signature and stamp at the space provided below, and return one copy thereof as soon as possible but not later than three (3) days from the date of issuance of this Letter of Acceptance.

Kind Regards,

For and on behalf of
Jamshoro Power Company Limited (JPCL)



FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the “Agreement”) made on the _____ day of _____ (month) 2026 between, _____ (hereinafter called the “Employer”) of the one part and _____ (hereinafter called the “Contractor”) of the other part.

WHEREAS the Employer is desirous that certain Assets, viz., *[insert Lot No. and details]* _____ should be disposed of by the Contractor and has accepted a Bid by the Contractor for the Disposal of such Assets.

NOW this Agreement witnessed as follows:

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

2. The following documents, in the order of priority, after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement:

- a) This Contract Agreement;
- b) The Letter of Acceptance;
- c) The General Conditions of Contract ;
- d) The Special Conditions Contract;
- e) The Letters of Bid (Letter of Technical Bid & Letter of Price Bid);
& The Completed Schedules to Bid including Price Schedule;
- f) Schedule of Requirements / Scope of Services
- g) [Employer to insert any other documents forming part of the Contract].

The addenda/corrigenda, if any, (excluding part relating to Instructions to Bidders along with Bidding Data) shall be deemed to have been incorporated at the appropriate places in the “Documents forming the Contract”.

3. The Contractor hereby covenants to pay the Employer, in consideration of the Disposal of material as per provisions of the Contract, 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.

4. In consideration of the payments to be made by the Contractor to the Employer as herein above mentioned, the Employer hereby covenants with the Contractor to hand over the Assets for Disposal in conformity with the provisions of the Contract.



JAMSHORO POWER COMPANY LIMITED.

INWITNESS WHEREOF the Parties hereto have caused this Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of Contactor

Signature of Employer

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness

Witness

Contractor's Representative and Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Contractor' Representative and Key Personnel

1.	Title of position:	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
2.	Title of position:	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
3.	Title of position:	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
4.	Title of position:	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>

	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
5.	Title of position:	
	Name of candidate	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
6.	Title of position: <i>[insert title]</i>	
	Name of candidate	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

**Form PER-2:
Resume and Declaration
Contractor's Representative and Key Personnel**

Name of Bidder

Position [#1]: <i>[title of position from Form PER-1]</i>		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
details		
	Address of Employer:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present Employer:

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

Project	Role	Duration of involvement	Relevant experience
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

Declaration

I, the undersigned [insert either “Contractor’s Representative” or “Key Personnel” as applicable] , certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

Commitment	Details
Commitment to duration of contract:	[insert period (start and end dates) for which this Contractor’s Representative or Key Personnel is available to work on this contract]
Time commitment:	[insert period (start and end dates) for which this Contractor’s Representative or Key Personnel is available to work on this contract]

I understand that any misrepresentation or omission in this Form may:

- (a) be taken into consideration during Bid evaluation;
- (b) result in my disqualification from participating in the Bid;
- (c) result in my dismissal from the contract.

Name of Contractor’s Representative or Key Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day/month/year): _____

Financial Resources

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

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

Past Experience / Contracts

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



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

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

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

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

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

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

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

☐ Not debarred due to deviation from commitment of Bid Securing Declaration- ☐ Not debarred due to non-performance			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and PKR equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
☐ Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below.			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), US\$ PKR Equivalent (exchange rate)

<i>[insert year]</i>	<i>[insert amount]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Agency" or "Supplier"]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>
☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4. ☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), PKR Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Agency" or "Supplier"]</i> Court/ arbitral award decision: <i>[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]</i>	<i>[insert amount]</i>

Current Contract Commitments / Works in Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [Current Eq. PKR]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [Eq. PKR/month]
1					
2					
3					
4					
5					

Financial Situation and Performance

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

Applicant's Name: [insert full name]

Date: [insert day, month, year]

Joint Venture Member Name: [insert full name]

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

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

1. Financial data

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

* Refer ITA 14 for the exchange rate

3. Financial documents

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

- (a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- ☐ Attached are copies of financial statements¹ for the *[number]* years required above; and complying with the requirements.

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

Average Annual Turnover (Annual Sales Value)

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

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

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

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

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

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

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

* Refer ITA for date and source of exchange rate.

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