

PQD NO. 03/NEPRA/COAL-SPOT/JPCL/2025

PREQUALIFICATION DOCUMENTS (PQD)

FOR

SUPPLY OF

API-4/ICI-3 GRADE SUB-BITUMINOUS COAL

FOR

COAL FIRED POWER PLANT, JAMSHORO



JAMSHORO POWER COMPANY LIMITED

JUNE 2025

INVITATION SUMMARY

Scope of Prequalification	Coal Suppliers are invited to submit a statement of qualification (SOQ) to pre-qualify for Limited Competitive Bidding through Request for Quotation (RFQ). The Prequalified Suppliers shall be registered for a period of six(6) months for the supply of the API-4 / ICI-3 Grade Sub-bituminous Coal “on demand basis” to Jamshoro Power Company Limited (JPCL), a Government Owned Entity, under GENCO Holding Company Limited (GHCL), Ministry of Energy (Power Division) Islamabad, for 660 MW Coal Fired Power Plant (CFPP) at Jamshoro, Sindh, Pakistan (“the Project”)
Eligible Suppliers	Coal Producers/Coal Mine Owners/Coal Trading Companies/Coal Marketing Firms (the “Suppliers”)
Date of issue of PQD	Monday, 2 nd June 2025
Last date for purchase of PQD	Wednesday, 18 th June 2025 up to 1630 Hrs.
Pre-Application/PQD Meeting	Pre-Application/PQD Meeting shall be held at JPCL Conference Room, 1 st Floor, Main Admin Building, Mohra Jabal Jamshoro on Thursday, 5 th June 2025 at 1130 Hrs.
Last date and time of submission of PQD	Thursday, 19 th June 2025 till 1130 Hrs.
Date, Time and Place of opening of PQD	Thursday, 19 th June 2025 at 1200Hrs. <i>(if any gazetted holiday falls/announced by the Federal Government, the same will be opened on the next working day)</i> at JPCL Conference Room, 1 st Floor, Main Admin Building, TPS Jamshoro.

COAL PROCUREMENT CONCEPT PAPER

JPCL plans to procure API-4 Grade Sub bituminous Coal from suppliers on “need basis”. The procurement will be conducted from time to time from among the prequalified and the shortlisted “Suppliers” through Limited Competitive Bidding; Request for Quotation “RFQ” for Coal Supply on carriage paid to (CPT) Jamshoro.

The procurement process will be conducted in two (02) phases. In first phase, the suppliers will be prequalified, shortlisted and registered with JPCL and in second phase, the call of contract will be executed among the supplier (s) and JPCL, who would offer competitive market rates based on Argus/McCloskey price indexation within Ceiling Price, for the supply of required quantity of API-4/ICI-3 Grade Sub bituminous Coal.

Phase 1: Suppliers Prequalification

- a. This PQD is being advertised for submission of Statement of Qualification (SOQ) documents of Coal Suppliers for pre-qualification and Registration with JPCL.
- b. The Suppliers’ Prequalification process shall be conducted on the basis of evaluation criteria outlined in this document. The Successful applicants will be put on the list of qualified suppliers for a period of six (6) months and they will be allowed and invited to participate in the bidding process through Request for Quotation” RFQ”.

The Procuring Agency intends to open this prequalification process to prequalify new prospective suppliers to add to the list of already qualified suppliers to expand the pool of suppliers.

- c. As a result of Suppliers’ Prequalification process, the shortlisted Suppliers will be given an invitation to get themselves registered with JPCL for future supplies of API-4/ICI-3 Grade Sub bituminous Coal on competitive market reflective rates within Ceiling Price following indexes of Argus/McCloskey's Coal Price Index as per NEPRA Guidelines on Spot.
- d. The Shortlisted Suppliers will be required to submit a “Corporate Guarantee” as a part of registration. The draft of “Corporate Guarantee” has been provided in this PQD as Annex-1

Phase 2: Competitive Bidding for Supply of Sub Bituminous Coal

- a. Notice of readiness (NOR) will be issued to all prequalified, shortlisted and registered firms to prepare for intended procurement which shall follow notice of procurement (NOP). Bidding Notice will also be printed on JPCL Website and communicated to the prequalified registered Suppliers on their respective official emails who shall be entitled to participate in bidding process of Request for Quotation “RFQ” for supply of the specified quantity of Sub bituminous Coal to JPCL.

- b. The invitation of coal procurement on a spot basis shall be issued from time to time, as first fill of inventory and need basis during operation phase keeping in view the allocation of despatch by system operator.
- c. The bid price will be evaluated on the basis of least cost method, the bidders who will offer within ceiling price and secure higher score, will be awarded high ranking and so on.

The Supplier(s) with lower price, below the Ceiling Price, will be asked to supply first, by the order of the ranking until the Procurement Quantity is completed. The prequalified Suppliers will be invited to supply at the quoted lower price; in case the lowest price supplier fails to supply.

- d. A Confirmation Notice, letter of acceptance (LOA) will be issued to furnish 10% of contract value (Quoted price x quoted quantity x 10%) as Performance Security in shape of Transfer Cheque, Telegraphic Transfer in JPCL account or unconditional Bank Guarantee within stipulated time to sign contract agreement/ placement of confirm purchase order which will be final and binding upon both parties. The Supplier will start to supply the coal immediately after issuance of confirm Purchase Order/signing of Contract Agreement which will be communicated through correspondence and electronic means.
- e. The payment will be made by letter of credit (Sight), the banking expenses shall be borne by the coal supplier(s). In case of delay in payment, the late payment surcharge (LPS) will be admissible for 1-month KIBOR (ask).
- f. A bid security of 5% (Quoted quantity x quoted price x 5%) will be deposited by the supplier against each bid in response to the Bidding Notice, RFQ
- g. A performance bond of 10% will be required to be deposited by the finalized Supplier(s) upon issuance of the Confirmation Notice, letter of acceptance (LOA) and bid security will be returned/adjusted.
- h. **Bid price must be on CPT Jamshoro basis which must be worked out considering all expenses involved, the Matrix of allied expenses have been premediated, will be considered for computation of ceiling price in "RFQ".**
- i. **The JPCL reserves the right to make amendments/modifications in the documents/procedure over time under guidelines of NEPRA issued from time to time.**

Note: The detailed scope of supply of API-4/ICI-3 Grade Sub-bituminous coal shall be communicated later on to the prequalified Suppliers at the time of Bidding Notice through RFQ.

TABLE OF CONTENTS

INVITATION SUMMARY	2
COAL PROCUREMENT CONCEPT PAPER	3
INVITATION FOR PREQUALIFICATION	6
IMPORTANT NOTICE.....	8
GLOSSARY	9
Section I: Instructions to Applicants.....	11
A. General.....	11
B. Contents of the Prequalification Documents.....	13
C. Preparation of Applications	15
D. Submission of Applications	17
E. Procedures for Evaluation of Applications	19
F. Evaluation of Applications and Prequalification of Applicants	20
Section II: Qualification Criteria and Requirements.....	24
1. Eligibility Criteria	25
2. Financial Situation	27
3. Relevant Experience and Performance	28
4. Pre-Qualification and Evaluation Criteria	29
Section III- SOQ Forms	33
FORM-I Application Submission Letter	34
FORM-II Applicant's Information Form	36
FORM-III Financial Situation and Performance	38
FORM-IV Average Annual Turnover (Annual Sales Value).....	40
FORM-V Current Contract Commitments / Contracts in Progress.....	41
FORM-VI Past Contract performance.....	42
FORM-VII Historical Contract Non-Performance, and Pending Litigation History	43
FORM-VIII Power of Attorney.....	46
FORM-IX Format of Affidavit.....	48
Section IV: SCOPE OF SUPPLY AND REQUIREMENT	51
1. Scope of Supply.....	52
2. Delivery Schedule	54
EVALUATION AND AWARD OF CONTRACT	57
Section-V: Annextures	59
FORMAT OF CORPORATE GUARANTEE AND UNDERTAKING.....	60
CEILING PRICE COMPUTATION MATRIX	63
SPOT COAL SUPPLY CONTRACT AGREEMENT	65

INVITATION FOR PREQUALIFICATION

(Reference: PID(I) No. 8242/24 published in Daily The News and Roznama Dunia Newspapers on dated 29-05-2025)

Jamshoro Power Company Limited (“**JPCL**”) invites pre-qualification applications from interested parties in relation to the procurement of Sub bituminous Coal as per the specified specifications for its 660 MW Coal Fired Power Plant located at Jamshoro, Sindh, Pakistan (the “**Project**”). The procurement of coal for Project will be conducted through Call of Contract on Spot Basis under “NEPRA Guidelines for procurement of coal on Spot Basis” (as amended time to time).

The objective of the prequalification is to prequalify eligible and qualified applicants for “on-demand supply” of coal as per specifications given in the prequalification document, for the “Project”. Only the pre-qualified applicants shall be entitled to participate in the procurement proceedings, and it is expected that the prequalified applicants will serve as Suppliers for a period of six months.

Prequalification process is open for all Applicants subject to fulfilling the eligibility requirements and qualification criteria mentioned in the Prequalification Documents. Interested Applicants may obtain further information from JPCL at the address mentioned below during office hours.

It is mandatory that the Applications be prepared using the standard formats provided in Section III (Application Forms) of the Prequalification Document. Applications that are not prepared on the prescribed format may not be considered by the JPCL. If any information required in the prescribed forms of the Prequalification Document is found missing, or written elsewhere, no credit will be given during evaluation and may lead to rejection of the Application.

A complete set of Prequalification Document may be purchased by interested parties on the submission of a written application to the address mentioned below and upon payment of a non-refundable fee of Rs. 5000/- (in words: Rupees Five Thousand, only) in

cash or in shape of Pay Order/ D.D in favor of “CEO Jamshoro Power Company Limited”. The Prequalification Documents can also be downloaded from *web address of JPCL* (www.jpcl.com.pk) and the receipt of payment of Rs.5,000 / Pay Order/ D.D in favor of “CEO Jamshoro Power Company Limited” must be attached with the Bid, at the time of its submission, without which the Bid will not be accepted.

The original Application along with a *copy*, properly filled in, and enclosed in sealed envelope(s) must be delivered to the address at office of Director Procurement, 2nd Floor, Main Admin Building, Mohra Jabal, Dadu Road, Jamshoro at or before 1130 hrs. (PST) on 19-06-2025. The Applications will be opened promptly thereafter at 1200 hrs. in the presence of bidders’ representatives who choose to attend in the opening, at Conference Room, 1st Floor, Main Admin Building, Thermal Power Station, Jamshoro. Late Applications will not be entertained and will be returned unopened/or rejected.

A Pre-Application Meeting (PAM) will be held at CFPP Jamshoro on 05-06-2025 at 1130 Hrs.

CE/PROJECT DIRECTOR
Jamshoro Coal Fired Power Project
JPCL (GENCO-I), Mohra Jabal, Sehwan Road, Jamshoro
Phone: (92 22) 9213742, (92 22) 9213744
Email: pdpiu@jpcl.com.pk

IMPORTANT NOTICE

This Prequalification Document is issued by the Procuring Agency and is provided to the recipient solely for use in preparing and submitting Prequalification Applications. The Prequalification Applications shall be submitted by Applicants upon full understanding and agreement of all terms of this Prequalification Document and such submission shall be deemed as an acceptance to all the terms and conditions stated in this Prequalification Document.

Neither the Procuring Agency, nor its consultants, advisors, employees, personnel or agents, make any representations (express or implied) or warranties as to the accuracy or completeness of the information contained in this Prequalification Document, or in any other document made available to a person in connection with the Prequalification Process; and the same shall have no liability for this Prequalification Document or for any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of the Project.

Neither the Procuring Agency, nor its consultants, advisors, employees, personnel or agents will be liable to reimburse or compensate any recipient for any costs, fees, damages or expenses incurred by the recipient in evaluating or acting upon this Prequalification Document. This Prequalification Document shall neither constitute a solicitation to invest in, or otherwise participate in the Project, nor shall it constitute a guarantee or commitment of any manner on the part of the Procuring Agency that the pre-qualified suppliers will be awarded with a supply contract.

The Procuring Agency reserves the right, in its full discretion, to modify the Prequalification Document and/or the Project requirements, at any time to the fullest extent permitted by applicable laws and shall not be liable to reimburse or compensate the recipient for any costs, taxes, expenses or damages incurred by the recipient in such an event.

GLOSSARY

Unless otherwise specified / defined herein, all capitalized terms used in this document shall bear the meanings set out below. References to any law, rule or regulation shall include any amendments, modifications or any re-enactment thereof.

TERM	DEFINITION
Applicant	An interested party, that has submitted Prequalification Application in response to the Prequalification Document.
Applications	The prequalification applications submitted by Applicants in response to the Prequalification Document.
Bidding Process	The procurement process to be conducted in accordance with NEPRA Guidelines on Spot Basis by calling quotations from among prequalified and registered suppliers for monthly requirements for the period of six months.
Benchmark price	The quoted and agreed price of coal (Rs.xxxx /MT).
ITA	Instructions to Applicants.
JV	Joint venture.
Registration	The prequalified suppliers shall be required to get themselves registered with JPCL for the period of six months to supply API-4/ICI-3 Grade Sub bituminous Coal “on demand basis” on market reflective rates in agreement with or less than predetermined “Ceiling Price”.
PKR	Pakistani Rupees, the lawful currency of the Islamic Republic of Pakistan.
NEPRA	The National Electric Power Regulatory Authority, established under the Act, 1997.
NEPRA Guidelines	Collectively, the Regulations, Guideline, Notification issued by the NEPRA from time to time on the subject of Procurement of Coal on Spot Basis.

Prequalification Document	This prequalification document issued by the Procuring Agency for the prequalification of Applicants for the Project.
Prequalification Process	The Prequalification Process being conducted by the Procuring Agency pursuant to the Prequalification Document in terms of NEPRA Guidelines on Spot Purchase for the Project.
Procuring Agency	Jamshoro Power Company Limited, a public limited company established under the laws of the Islamic Republic of Pakistan, with its business office at Mohra Jabal, Sehwan Dadu Road, Indus Highway, Jamshoro.
Project	The procurement of Sub-bituminous Coal; API-4/ICI-3 on Spot Basis from prequalified, shortlisted and registered Suppliers through Limited Competitive Bidding; Request For Quotation “RFQ” for 660 MW, Coal Fired Power Plant Jamshoro, Sindh, Pakistan.
PST	Pakistan Standard Time.
USD	United States Dollars, the lawful currency of the United States of America.

Section I: Instructions to Applicants

A. General

1. Scope of Application

- 1.1. In connection with the “Invitation for Prequalification”, JPCL issues this Prequalification Document to interested parties to determine the capacity and capability of the Applicant(s) for supply of API-4/ICI-3 Grade Sub-bituminous **Coal** as specified in Section IV (Scope of Supply). The identification number of the Invitation to Prequalification is PQD-03/NEPRA/COAL-SPOT/JPCL/2025
- 1.2. Applicants to note that the procurement of Coal shall be conducted on basis of international pricing index for API & ICI, as published by Argus/McCloskey's Coal Price Index reports; and notifying ceiling price through limited competitive bidding; Request for Quotation “RFQ”
- 1.3. The quarterly requirement of Sub bituminous Coal shall be determined by JPCL based on its operation requirements during July, August and September, tentatively 397,400 Metric Tons at 55% load factor and the requirement may vary from quarter to quarter, but 1,237,737 Metric Tons might be required annually.
- 1.4. There will be no commitment to procure the minimum quantity of supply of Coal from the Applicants or bidders at any stage of the Bidding Process. The supply of Coal shall be made based on demand, which shall be solely determined by the JPCL.

2. Source of Funds

JPCL own resources

3. Fraud and Corruption

- 3.1. JPCL requires Applicants/bidders/suppliers/contractors, to observe the highest standard of ethics during the Prequalification Process and execution of contracts.
- 3.2. Any communication between the Applicant and JPCL related to the Prequalification Process and execution of contracts must be made in writing or in electronic forms that provide a record of the content of communication.

- 3.3. JPCL will reject an Application if it determines that an Applicant has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices or other integrity violations during the Prequalification Process or the subsequent procurement process for the Project or similar coal supply projects in Pakistan or in any other country / jurisdiction and / or shall declare such Applicant ineligible, either indefinitely or for a stated period of time, to engage with the JPCL and its affiliates.
- 3.4. “Corrupt and fraudulent practice” means either one or any combination of the practices.
- 3.5. JPCL will also declare the Applicant as blacklisted at any stage of the procurement process.

4. Eligible Applicants

- 4.1. The Prequalification Process is open to companies, sole proprietors, partnership firms or other legal entities established under the applicable laws of the respective countries. Applicants are allowed to submit Applications as single entities or as joint ventures. In case an Applicant is a joint venture:
- a) the maximum number of members in the joint venture shall be two (02). The JV must submit a written Joint Venture Agreement signed by all members, including the Power of Attorney authorizing a representative to act on behalf of the JV
 - b) the lead member of the joint venture shall be specified in the Application and shall be authorized pursuant to the Power of Attorney, to carry out all the activities relating to Prequalification Process and the Bidding Process and in the event of award, signing the relevant agreements / instruments, for and on behalf of the joint venture.
 - c) The lead firm or partner must independently meet the required experience or financial thresholds; will be assessed according to its role in the JV to satisfy the qualification criteria set out in the Prequalification Document; and
 - d) All JV members are jointly and severally liable for contract execution.
 - e) Foreign bidders can only participate in procurement through a JV with a Pakistani firm, complying with laws of Pakistan.
 - f) The JV agreement must be written in English and governed by the laws of Pakistan

- 4.2. An Applicant (or a joint venture partner) that has been declared debarred or blacklisted as available on <http://www.ppra.org.pk> shall be ineligible to be prequalified to bid, for period of two years' time for procurement of coal.
- 4.3. A conditional Application will be rejected by the Procuring Agency in its sole discretion.
- 4.4. Only prequalified Applicants shall be allowed to participate in the Bidding Process.
- 4.5. An Applicant should not have conflict of interest.

5. Eligibility (in terms of Nationality)

Applicants may be ineligible if they are nationals of India and Israel.

B. Contents of the Prequalification Documents

6. Sections of Prequalification Documents

- 6.1. This Prequalification Document consists of Parts 1 and 2 which comprise all the sections indicated below.

PART 1 Prequalification Procedures

- Section I - Instructions to Applicants (ITA)
- Section II - Qualification Criteria and Requirements
- Section III – Application/SOQ Forms

PART 2 Supply Requirements

- Section IV – Schedule of Requirements
 - Section V – Annexures
- 6.2. The Applicant is expected to examine all instructions, forms and terms in the Prequalification Document and to furnish all information or documentation required in the Prequalification Document.
 - 6.3. Unless obtained directly from JPCL or downloaded directly from the website link www.jpcl.com.pk, JPCL accepts no responsibility for the completeness of the document, responses to requests for clarification, the minutes of the Pre-

Application Meeting (if any). In case of any discrepancies, documents issued directly by JPCL or downloaded from the website link shall prevail.

7. Clarification of Prequalification Documents and pre-Application Meeting

- 7.1. An Applicant requiring any clarification of the Prequalification Documents shall contact JPCL in writing at JPCL's address or through email. JPCL will respond in writing to any request for clarification provided that such request is received no later than three (03) days prior to the deadline for submission of the Applications. JPCL shall forward a copy of its response to all prospective Applicants who have obtained the Prequalification Documents directly from JPCL or through its website link, including a description of the inquiry but without identifying its source. JPCL shall also promptly publish its response on the web page. Should JPCL deem it necessary to amend the Prequalification Documents as a result of a clarification, it shall do so.
- 7.2. The Applicant's designated representative is invited at the Applicant's cost to attend a pre-Application meeting at the place, date and time mentioned in NOP/PQD. During this Pre-Application Meeting, prospective Applicants may request clarification of the schedule of requirement, the qualification criteria or any other aspects of the Prequalification Documents.
- 7.3. Minutes of the Pre-Application Meeting, if applicable, including the text of the questions asked by Applicants, 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 Applicants who have obtained the Prequalification Documents. Any modification to the Prequalification Documents that may become necessary as a result of the Pre-Application Meeting, shall be made by JPCL exclusively through the use of an addendum / corrigendum. Non-attendance at the Pre-Application Meeting will not be a cause for the disqualification of an Applicant.

8. Amendment of Prequalification Documents

- 8.1. At any time prior to the deadline for submission of Applications, JPCL may

- amend the Prequalification Documents by issuing an addendum/corrigendum.
- 8.2. Any addendum issued shall be part of the Prequalification Documents and shall be communicated in writing to all Applicants who have obtained the Prequalification Documents from JPCL. JPCL shall promptly publish the addendum/corrigendum on JPCL's web page; www.jpcl.com.pk
- 8.3. Provided that an Applicant who had either already submitted their Applications or handed over the applications to the courier prior to the issuance of any such addendum/corrigendum, shall have the right to withdraw its already filed Application and submit the revised Application prior to the original or extended Application submission deadline.
- 8.4. To give Applicants reasonable time to take an addendum/corrigendum into account in preparing their Applications, JPCL may at its discretion, extend the deadline for the submission of Applications:
- 8.5. Provided that JPCL shall extend the deadline for submission of Applications, if such an addendum/corrigendum is issued within last two (02) days of the Application submission deadline.

C. Preparation of Applications

9. Cost of Applications

- 9.1. The Applicant shall bear all costs associated with the preparation and submission of its Application. JPCL will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the Prequalification process.
- 9.2. Any addendum / corrigendum issued shall be part of the Prequalification Documents and shall be communicated in writing to all Applicants who have obtained the Prequalification Documents from the Procuring Agency. The Procuring Agency shall promptly publish the Addendum at the Procuring Agency's web page: www.jpcl.com.pk
- 9.3. Provided that an Applicant who had either already submitted their Applications or handed over the applications to the courier prior to the issuance of any such addendum, shall have the right to withdraw his already filed Application and submit the revised Application prior to the original or extended Application

submission deadline.

10. Language of Application

The Application as well as all correspondence and documents relating to the Prequalification exchanged by the Applicant and JPCL, shall be written in English language.

11. Documents Comprising the Application

Supporting documents and printed literature that are part of the Application may be in another language, provided they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the Application, the translation shall govern.

12. Application Submission Letter

The Applicant shall complete an Application Submission Letter as provided in Section III (Application Forms). This Form must be completed without any alteration to its format.

13. Documents Establishing the Eligibility of the Applicant

To establish its eligibility, the Applicant shall complete the eligibility declarations in the Application Submission Letter, included in Section III (Application Forms).

14. Documents Establishing the Qualifications of the Applicant

14.1. To establish its qualifications, the Applicant shall provide the information requested in the corresponding Information Sheets included in Section III (Application Forms).

14.2. Wherever an Application Form requires an Applicant to state a monetary amount, Applicants should indicate the Pak Rupees.

15. Signing of the Application and Number of Copies

- 15.1. The Applicant shall prepare one (1) set of the original documents comprising the Application as specified in the Prequalification Document and clearly mark it “ORIGINAL”. The original set of the Application shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Applicant. In case the Applicant is a JV, the Application shall be signed by an authorized representative of the JV on behalf of the JV and so as to be legally binding on all the members as evidenced by the power of attorney signed by their legally authorized signatories.
- 15.2. The Applicant shall submit a copy of the signed original Application and clearly mark them “COPY”. In the event of any discrepancy between the original and the copy, the original shall prevail.
- 15.3. It is mandatory that the Applications be prepared using the standard formats provided in Section III (Application Forms) of the Prequalification Document. Applications that are not prepared on the prescribed format may not be considered by JPCL. If any information required in the prescribed forms is found missing, or written elsewhere, no credit will be given during evaluation and may lead to rejection of the Application.

D. Submission of Applications

16. Sealing and Identification of Applications

- 16.1. The Applicant shall enclose the original and the copies of the Application in a sealed envelope that shall:
 - a. bear the name and address of the Applicant;
 - b. be addressed to JPCL; and
 - c. bear the specific identification of this Prequalification Process;
PQD-03/NEPRA/COAL-SPOT/JPCL/2025
- 16.2. If the envelope is not sealed and marked as required, the JPCL will assume no responsibility for the misplacement of the Application, or any documents forming part thereof.

16.3. Applications shall be submitted by the Applicants: (i) through courier / express mail; or (ii) by hand at the address

Chief Engineer/Project Director,
Jamshoro Coal Fired Power Project,
Mohra Jabal, Sehwan Dadu Road, Jamshoro.
Phone: (92 22) 9213744, (92 22) 9213742

17. Deadline for Submission of Applications

Date: 19-06-2025

Time: 1130Hrs.

17.1. No arrangements shall be made by the JPCL with prospective Applicants for collection of the Applications from any delivery point. Prospective Applicants shall bear all expenses incurred in the preparation and delivery of Applications. No claims for refund of any expenses shall be entertained.

17.2. Where delivery of the Application is by courier / express mail and an Applicant wishes to receive an acknowledgment of receipt of such Application, the Applicant shall make a request for such acknowledgement in a separate letter attached to (but not included in) the sealed Application.

17.3. JPCL may at its discretion extend the deadline for the submission of Applications, in which case all rights and obligations of JPCL and the Applicants subject to the previous deadline shall thereafter be subject to the deadline as extended.

18. Late Applications

JPCL shall not consider any Application that arrives after the Application submission deadline. Any Application or any document submitted after the Application submission deadline shall be declared late, rejected and returned unopened to the Applicant.

19. Opening of Applications

19.1. JPCL shall open all Applications at Conference Room, 1st Floor, Main Admin Building, Jamshoro on 19-06-2025 at 12:00Hrs. The Late Applications shall not

be entertained.

- 19.2. JPCL shall prepare a record of the opening of Applications to include, as a minimum, the name and contact details of the Applicants. A copy of the record shall be distributed to all Applicants.

E. Procedures for Evaluation of Applications

20. Confidentiality

- 20.1. Information relating to the Applications, their evaluation and results of the Prequalification shall not be disclosed to Applicants or any other person not officially concerned with the Prequalification Process, until the notification of Prequalification results is made public to all Applicants.
- 20.2. From the deadline for submission of Applications to the time of notification of the results of the Prequalification, any Applicant that wishes to contact JPCL on any matter related to the Prequalification Process, may do so only in writing.

21. Clarification of Applications

- 21.1. To assist in the evaluation of Applications, JPCL may, at any stage of the Prequalification Process and at its discretion, ask an Applicant for clarification (including missing documents) of its Application, to be submitted within a reasonable time as may be specified by JPCL. Any request for clarification from JPCL and all clarifications from the Applicant shall be in writing.
- 21.2. If an Applicant does not provide clarifications and/or documents requested by the date and time set in JPCL's request for clarification, its Application, at the sole discretion of JPCL, may be rejected or may be evaluated based on the information and documents available at the time of evaluation of the Application.

22. Responsiveness of Applications

- 22.1. JPCL may reject any Application which is not responsive to the requirements of the Prequalification Documents. In case the information furnished by the Applicant is incomplete or otherwise requires clarification and the Applicant fails to provide satisfactory clarification and/or missing information, it may result in

disqualification of the Applicant.

22.2. JPCL reserves the right to waive or seek rectification of any minor deviations / omissions in the Applications, if it considers (in its sole discretion) that such deviations / omissions do not materially affect the capability of an Applicant to fulfil its obligations in relation to the “Project” and such rectification would not unfairly affect the competitive position of other Applicants presenting substantially responsive Applications.

23. Margin of Preference

Margin of preference shall not apply in the Bidding Process resulting from this Prequalification.

24. Sub-contractors

Subcontracting of any part of the Scope of Supply of Goods is not allowed.

F. Evaluation of Applications and Prequalification of Applicants

25. Evaluation of Applications

25.1. JPCL shall use the factors, methods, criteria and requirements defined in Section II, Qualification Criteria and Requirements, to evaluate the qualifications of the Applicants, and no other methods, criteria or requirements shall be used. Evaluation of Applications shall be based on “pass / fail” basis. JPCL reserves the right to waive minor deviations from the qualification criteria if they do not materially affect the technical capability and financial resources of an Applicant to perform the contract.

25.2. Only the qualifications of the Applicant shall be considered. The qualifications of other firms such as the Applicant’s subsidiaries, parent entities, affiliates or any other firm(s) different from the Applicant, shall not be taken into consideration in determining the qualifications of the Applicant.

26. JPCL’s Right to Accept or Reject Applications

JPCL reserves the right to accept or reject all the Applications, and to annul the

Prequalification Process at any time, without thereby incurring any liability to the Applicants.

27. Prequalification of Applicants

27.1. All Applicants whose Applications have been determined to be responsive to the requirements of the Prequalification Document, as determined by JPCL, shall be prequalified

27.2. An Applicant may be “conditionally prequalified,” that is, qualified subject to the Applicant submitting or correcting certain specified minor, nonmaterial documents or deficiencies to the satisfaction of JPCL.

27.3. Applicants that are conditionally prequalified will be so informed along with the statement of the conditions which must be met to the satisfaction of JPCL before or at the time of submitting their bids for Bidding Process.

28. Notification of Prequalification

28.1. JPCL shall notify all Applicants in writing of the names of those Applicants who have been pre-qualified or conditionally prequalified. In addition, those Applicants who have been disqualified will be informed separately.

28.2. Applicants that have not been prequalified may write to JPCL to request, in writing, the grounds on which they were disqualified, JPCL may, but is not obligated to, justify the Applicants of such grounds.

29. Request for Quotations

Promptly after the notification of the results of the Prequalification, JPCL shall invite the RFQ from all the Applicants that have been prequalified or conditionally prequalified. Conditionally pre-qualified Applicants shall only be eligible to submit bids once they satisfied the requirements for their conditional prequalification and have been prequalified by JPCL.

30. Changes in Qualifications of Applicants

30.1. Any change in the structure or formation of an Applicant after being prequalified

and invited to bid (including, in the case of a JV, any change of any member thereto) shall be subject to the written approval of JPCL prior to the deadline for submission of bids. Such approval shall be denied if or the Applicant shall be disqualified (as may be applicable), if:

- a) a prequalified Applicant proposes to associate with a disqualified Applicant or in case of a disqualified joint venture, any of its members.
- b) as a consequence of the change, the Applicant no longer substantially meets the qualification criteria set forth in Section II, Qualification Criteria and Requirements; or
- c) in the opinion of JPCL, the change may result in a substantial reduction in competition.

30.2. Any such change should be submitted to JPCL before the date of “Invitation for Bids; Request for Quotation “RFQ”.

31. Procurement Related Complaint

31.1. JPCL shall constitute a Grievance Redressal Committee (“GRC”) comprising of odd number of persons with necessary power and authorization to address the complaint. The GRC shall not have any of the members of the Procurement Evolution Committee. The committee must have one subject specialist, depending on the nature of the procurement in addition to one person with legal background.

31.2. Any party can file its written complaint against the eligibility parameters, or any other terms and conditions prescribed in the bidding documents found difficult, and the same shall be addressed by the GRC well before the proposal submission deadline.

31.3. Any Applicant feeling aggrieved by any act of JPCL, after the submission of his/her application for Prequalification, may lodge a written complaint concerning his/her grievances not later than three (3) days after the announcement of the result of Prequalification.

31.4. The GRC shall investigate and decide upon the complaint within five (5) days of its receipt.

31.5. If an Applicant wishes to make a Procurement-related Complaint, the Applicant

should submit its complaint, in writing (by the quickest means available, that is either by email to:

Office Address: Chief Executive Officer, JPCL (GENCO-I), Mohra Jabal, Sehwan Road, Jamshoro.

Office Address: ceo@jpcl.com.pk
ceojpcl@yahoo.com

Section II: Qualification Criteria and Requirements

This Section contains the methods, criteria and requirements that JPCL shall use to evaluate Applications. The information to be provided in relation to each requirement and the definitions of the corresponding terms are included in the respective Application Forms.

1. Eligibility
2. Financial Situation
3. Relevant Experience and Performance
4. Pre-Qualification and Evaluation Criteria

1. Eligibility Criteria

Sr. No.	Eligibility Criteria	Requirement	Conformance Document
1.	Nationality	Must be from eligible countries in accordance with ITA 5	Incorporation/ Registration Certificate Required/ FBR Registration
2.	Conflict of Interest	No conflicts of interest in accordance with ITA 4.5	Declaration in Application Submission Letter (FORM-I)
3.	Eligibility Criteria	Must meet eligibility criteria including mandatory legal and tax requirements	Declaration in Application Submission Letter(FORM-I)
4.	History of Non-Performing Contracts	Non-performance of a contract did not occur because of Supplier's default since 1st January,2023	Form VII duly filled
5.	Blacklisting Based on Execution of Bid by the Procuring Agency	Not under suspension based on execution of a Bid	Affidavit as per Form IX duly filled
6,	Pending Litigation	Applicant's financial position and prospective long-term profitability still sound and assuming that all pending litigation will be resolved against the Applicant	Form VII duly filled
7.	Litigation History	No consistent history of court/arbitral award decisions against the Applicant since 1st January 2021	Form VII duly filled

8.	Non-Blacklisting Declaration	The Applicant must declare that it is not currently blacklisted in any public/private sector organization across Pakistan or any other State or International Financial Institution	Affidavit as per Form IX duly filled
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Note: Nonconformance to any of the above eligibility requirements will lead to **Disqualification** of the Applicant. All eligibility requirements must be supported by valid documentary evidence / undertaking. False, materially inaccurate or incomplete documents may result in disqualification of the Applicant.

2. Financial Situation

Minimum qualifying criteria for the “**Qualification**” has been set out as to “**PASS**” in each category. “**FAIL**” in any Category will render the bidder ineligible or disqualified.

Sr, No.	Qualification Criteria	Requirements	Remarks
1.	Financial Soundness	The Audited Financial Statements for the last two (02) years shall be submitted and must demonstrate the current financial soundness of the Applicant in terms of Average Total Asset base, which should not be less than PKR 500,000,000/ (Rupees Five Hundred Million Only)	Attach Documentary Evidence (Form III)
2.	Average Annual Turnover	Average Annual Turnover (Average Annual Sales Revenue) of last two (02) years, should not be less than PKR 500,000,000/- (Rupees: Five Hundred Million only), verifiable from the Audited Financial Statements	Attach Documentary Evidence (Form III & IV)
3.	Working Capital	The Applicant has adequate source to the tune of PKR 100,000,000/- (Rupees One Hundred Million Only) as Average Working Capital (which is Total Current Asset – Total Current Liabilities), during last two (02) years	Attach Documentary Evidence (Form III)

Note: Form-III & IV should be duly filled, all financial requirements must be supported by valid documentary evidence. False, materially inaccurate or incomplete documents may result in **Disqualification** of the Applicant.

3. Relevant Experience and Performance

Minimum qualifying criteria for the “Qualification” has been set out as to “PASS” in each category. “FAIL” in any Category will render the bidder ineligible or disqualified.

Sr, No.	Qualification Criteria	Requirement	Remarks
1.	General Experience	Experience in supply of Coal shall not be less than 60,000 Metric Tons within the last two years	Attach Documentary Evidence
2.	Specific Experience	<p>Documentary evidence of the Applicant’s qualifications.</p> <ul style="list-style-type: none"> to perform the Contract of supply of Coal under NEPRA guidelines (Bituminous/Sub Bituminous Coal) to the Power Sector for last One Year <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> to import coal for the last two years, witnessing from an Import G.D on Supplier’s name. 	Attach Documentary Evidence
3.	Market Credibility / Performance	<p>The Applicant shall also demonstrate that;</p> <ul style="list-style-type: none"> the firm has provided Bituminous /Sub bituminous Coal to the entire satisfaction of at least One client in Power Sector. <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> the firm has executed successfully One (01) Purchase Order for supply of Bituminous /Sub bituminous Coal in Power Sector. <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> the firm is presently executing the Contract for supply of Bituminous /Sub bituminous Coal with at least Two (02) Power Sector entities. <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> the firm has been prequalified and enlisted as Registered Coal Supplier /Eligible Bidder with at least Two (02) Power Sector entities. 	Attach Documentary Evidence

Note:

- Form-V &VI** should be duly filled; all experience requirements must be supported by valid documentary evidence. False, materially inaccurate or incomplete documents may result in disqualification of the Applicant.

4. Pre-Qualification and Evaluation Criteria

This section outlines the detailed criteria for pre-qualification of Suppliers for subsequent execution of call of contract for the supply of API-4/ICI-3 Grade Sub bituminous Coal at CPT Jamshoro. The JPCL will evaluate each SOQ received in response to, and in accordance with, this PQD on the basis of the criteria set out in this section.

Qualification Categories

The Supplier shall be evaluated on the following parameters for pre-qualification for supply of coal for tentative quantity and specifications described in Section IV, to the Project:

- a. Suppliers Information
- b. Pending Litigation
- c. Financial Soundness
- d. Experience Record of Supplying Specified Coal
- e. Sourcing Plan

Details required in each category above are detailed below.

a) Suppliers Information

The Supplier can apply as a single entity or as a Joint Venture (JV"). The Supplier must sign the Application Submission Sheet and provide its details as required in SOQ Form-I and II.

Single Entity

In the case of a single entity, Supplier must attach copy of original incorporation certificate/company's registration proof.

The Supplier must authorize someone as Authorized Representative to represent the firm for signing the SOQ.

Joint Venture

In case of a JV, Supplier must submit the certified true copy of original JV Agreement. All JV members must submit the authorization of the single representative of the Supplier. Further, Power of Attorney is a legally binding format to sign this PQD and subsequent call of contract. One Lead Supplier should be mentioned in the JV Agreement. Authorized Representative must be from Lead Supplier.

The lead firm or one partner must independently meet the required experience and financial thresholds; if none meet the full threshold, each partner is assessed according to its share in the JV to satisfy the qualification criteria set out in the Prequalification Document.

b) Pending Litigation

All pending litigation shall be treated as resolved against the Supplier and so shall not represent more than **50% of the Supplier's Net Worth** (calculated as the difference between total Assets and total Liabilities) in total. The Supplier must also represent that pending litigations must not have any adverse impact of any sort to supply of Specified Coal to the Project.

c) Financial Soundness

The Suppliers are required to have to fill SOQ **Form-III & IV** to demonstrate Turn over. This Financial Soundness of the Supplier shall be demonstrated through submission of audited financial statements, for the last two (02) years.

The Suppliers must be registered with the relevant Tax Department in their respective jurisdictions.

Suppliers who possess valid Licenses/Approvals for Import/Export of coal, may share the evidence.

d) Experience Record of Supplying Specified Coal

The Suppliers must fill SOQ Form V and VI and submit as evidence; the experience certificate/satisfactory performance certificate.

e) Sourcing Plan

Suppliers will demonstrate that it has access to sufficient coal resources through commercial arrangement or historical track record.

Suppliers will provide an indicative sourcing plan for supply of Specified Coal to the JPCL. The objective of sourcing plan is to ascertain Supplier's capability to manage time and quality of Coal Supply against confirmed order.

SOQ Documents

The Suppliers must submit the Application Submission Sheet and filled-out SOQ Forms provided in Section III of this document. The Suppliers must meet required criteria against each category through appropriate documentary evidence. The JPCL reserves the right to waive minor deviations, if these don't materially affect the capability of a Supplier to perform.

Each page of the SOQ, Original and a Copy -Application Submission Sheet, SOQ Forms and documentary evidence, must be signed and stamped by the Authorized Representative of the Supplier. All documentary evidence must be attested certified true copies of the original documents.

Basis for Disqualification

At the sole discretion of the JPCL, a Supplier's SOQ may be disqualified and dropped from further consideration for any of the reasons listed below:

- a. Receipt of SOQ after the Submission Date
- b. Incomplete SOQ

- c. Failure to submit the required support documentation and comply with terms of the PQD
- d. Willful misinterpretation in the SOQ
- e. Failure to meet eligibility criteria.
- f. Fail in any one category of Qualification Criteria.

Section III- SOQ Forms

Form I: Application Submission Letter

Form II: Applicant Information Form

Form III: Financial Situation and Performance

Form IV: Average Annual Turnover

Form V: Current Contract Commitments

Form VI: Past Contract performance

Form VII: Historical Contract Non-Performance

Form VIII: Power of Attorney

Form IX: Format of Affidavit

FORM-I Application Submission Letter

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

No. and title: *[PQD-03/NEPRA/COAL-SPOT/JPCL/2025 for Supply of Sub-bituminous Coal]*

To: *[Jamshoro Power Company Limited,*

Mohra Jabal, Sehwan Dadu Road, Indus Highway, Jamshoro]

We, the undersigned, apply to be prequalified for the referenced procurement and declare that:

- (a) **No reservations:** We have examined and have no reservations to the Prequalification Document, including Addendum(s) No(s), issued *[insert the number and issuing date of each addendum]*.
- (b) **No conflict of interest:** We have no conflict of interest;
- (c) **Eligibility:** We meet the eligibility requirements as stated Eligibility criteria; we have not been suspended by the Procuring Agency based on execution of a Bid;
- (d) **Commissions, gratuities, fees:** We declare that the following commissions, gratuities or fees have been paid or are to be paid with respect to the Prequalification Process, the corresponding Bidding Process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
<i>[insert name for each occurrence]</i>	<i>[insert street no./ city/ country]</i>	<i>[indicate reason]</i>	<i>[specify amount]</i>

[If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Application”]

- (e) **Not bound to accept:** We understand that you may cancel the Prequalification Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the pre-qualified Applicants to bid for the contract subject to this Prequalification Process, without incurring any liability to the Applicants.
- (f) **True and correct:** All information, statements and descriptions contained in the Application are in all respects true, correct and complete to the best of our knowledge and belief.

Signed: *[insert signature(s) of an authorized representative(s) of the Applicant]*

Name: *[insert full name of person signing the Application]*

In the capacity of: *[insert capacity of person signing the Application]*

Duly authorized to sign the Application for and on behalf of: *[insert full name of the Applicant or the name of the JV]*

Address: *[insert street number/town or city/country address]*

Dated: *[insert date the document is signed i.e. day number]* day of *[insert month]*,
[insert year]

[For a joint venture, either all members shall sign or only the authorized representative, in which case the power of attorney to sign on behalf of all members shall be attached]

FORM-II Applicant's Information Form

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

No. and title: *[PQD-03/NEPRA/COAL-SPOT/JPCL/2025 for Supply of Sub-bituminous Coal]*

To: *[Jamshoro Power Company Limited,*

Mohra Jabal, Sehwan Dadu Road, Indus Highway, Jamshoro]

Applicant's name <i>[insert full name]</i>
In case of Joint Venture (JV), name of each member: <i>[insert full name of each member in JV]</i>
Applicant's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Applicant's actual or intended year of incorporation: <i>[indicate year of Constitution]</i>
Applicant's legal address [in country of registration]: <i>[insert street/ number/ town or city/ country]</i>
Applicant's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement. 4. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>In case of JV, the Applicant's information shall include information on each JV member and letter of intent to form JV or JV agreement.</i>

Form -II (continued)

Applicant's Information Form

Date: *[PQD-03/NEPRA/COAL-SPOT/JPCL/2025 for Supply of Sub-bituminous Coal]*

To: *[Jamshoro Power Company Limited*

Mohra Jabal, Sehwan Dadu Road, Indus Highway, Jamshoro]

1. Applicants' Name:			
2. Street Address:	Postal Code:	City:	
3. P.O Box and Mailing Address:			
4. Telephone Number:			
5. Fax Number:			
6. E-mail Address:			
7. Web site:			
8. Contact Name:			
9. Contact Title:			
10. Type of Business:			
11. If other, specify:			
12. Nature of business:			
13. Year established:			
14. Dates, Numbers and Expiration Dates of Current Licenses and Permits: (If applicable)			

FORM-III 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]*

Number. and title: *[PQD-03/NEPRA/COAL-SPOT/JPCL/2025 for Supply of Sub-bituminous Coal]*

Financial data

Type of Financial information in (currency)	Historic information for previous <i>[insert number]</i> years, <i>[insert in words]</i> (Amount in currency, exchange rate, PKR equivalent)			
	Year 1 FY 2022-23	Year 2 FY 2023-24		Average
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				

Note: Financial documents

The Applicant and its parties shall provide copies of financial statements for the last two *(02) years* pursuant Section II, Qualifications Criteria and Requirements. The financial statements shall:

- (a) reflect the financial situation of the Applicant or in case of JV member and not an affiliated entity (such as parent company or group member).
- (b) be independently audited or certified in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.

- ☐ Attached are copies of financial statements for the last two [02] years required above; and complying with the requirements

FORM-IV 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]*

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

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

Annual turnover		
Year	Amount Currency	PKR
<i>[indicate calendar year]</i>	<i>[insert amount and indicate currency]</i>	
		Average Annual Turnover

FORM-V Current Contract Commitments / Contracts in Progress

[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]*

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

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

1. Name of Contract(s)
2. Procuring Agency Contact Information [insert address, telephone, fax, e-mail address]
3. Value of outstanding contracts [In PKR]
4. Estimated delivery date

FORM-VI Past Contract 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]*

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

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

4 Contracts over <i>[insert amount]</i> during the last three years:				
Procuring Agency	Value	Year	Sub-bituminous Coal supplied	Country

FORM-VII Historical Contract Non-Performance, and Pending 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]*

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

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

Non-Performed Contracts in accordance with Section II, Qualification Criteria and Requirements			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January <i>[insert year]</i> specified in Section II, Qualification Criteria and Requirements.			
<input type="checkbox"/> Contract(s) not performed since 1 st January <i>[insert year]</i> specified in Section II, Qualification Criteria and Requirements.			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount in PKR
<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>[insert amount]</i>
Pending Litigation, in accordance with Section II, Qualification Criteria and Requirements			
<input type="checkbox"/> No pending litigation in accordance with Section II, Qualification Criteria and Requirements.			
<input type="checkbox"/> Pending litigation in accordance with Section II, Qualification Criteria and Requirements, as indicated below.			

Year of dispute	Amount in dispute	Contract Identification	Total Contract Amount
<i>[insert year]</i>	<i>[insert amount]</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> 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>
<input type="checkbox"/> No consistent history of court/arbitral award decisions in accordance with Section II, Qualification Criteria and Requirements. <input type="checkbox"/> Consistent history of court/arbitral award decisions in accordance with Section II, Qualification Criteria and Requirements, indicated below.			

Year of award	Outcome as percentage of	Contract Identification	Total Contract Amount
<i>[insert year]</i>	<i>[insert 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> Matter in dispute: <i>[indicate main issues in dispute]</i>	<i>[insert amount]</i>

FORM-VIII Power of Attorney

NOTES FOR EXECUTION OF POWER OF ATTORNEY

- *To be executed by each Applicant (including each joint venture partner) authorizing the relevant attorney to, inter alia, sign the required documents on its behalf in relation to the Prequalification Document.*
- *This Power of Attorney shall be on e-Stamp paper of PKR 200/- and notarized with the Notary Public.*
- *For a Power of Attorney executed and issued overseas, the same will have to be notarized by Notary Public and attested by the Pakistani Embassy / Consulate in the country where the Power of Attorney is executed; and once brought into Pakistan, the same is to be attested by Ministry of Foreign Affairs, Pakistan (in case attorney is being appointed in Pakistan) and adhesive stamped.*
- *This Power of Attorney shall be witnessed by two (2) male witnesses or one (1) male and two (2) female witnesses.*

KNOW ALL MEN BY THESE PRESENTS, WE, _____ (name of the entity and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms. (Name), son / daughter / wife of _____ holding [CNIC / Passport] Number _____ and presently residing at _____, who is presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the “**Attorney**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to the requirements of the prequalification document issued on [●] (the “**Prequalification Document**”) by Jamshoro Power Company Limited (the “**Procuring Agency**”) in relation to Supply of Sub-bituminous Coal for the 660 MW, Coal Fired Power Plant Jamshoro, Sindh, Pakistan (the “**Project**”), including but not limited to signing and submission of all documents and providing information / responses to the Procuring Agency, representing us in all matters before the Procuring Agency, and generally dealing with the Procuring Agency in all matters in connection with our Prequalification Application.

We hereby ratify all prior and future acts, deeds and things lawfully done by the Attorney in relation to the Project (including with respect to the submission of our Prequalification Application in response to the Prequalification Document) pursuant to this Power of Attorney and we hereby agree that all prior and / or future acts, deeds and things done by the Attorney in relation to the Project (including with respect to the submission of our Prequalification Application in response to the Prequalification Document) shall, and shall always be, deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20____.

For & On Behalf of:

_____ (*name of the entity*)

By Its Duly Authorized Signatory

.....

(Signature)

(*Insert Name, Title and Address*)

WITNESSES:

WITNESS 1:

WITNESS 2:

.....

.....

NAME:

NAME:

CNIC / PASSPORT NUMBER:

CNIC / PASSPORT NUMBER:

ADDRESS:

ADDRESS:

SIGNATURE OF ATTORNEY

.....

(Signature) (*Insert Name, Title and Address of the Attorney*)

FORM-IX Format of Affidavit

Notes for Execution of Affidavit

- *To be executed by each Applicant and by each joint venture partner.*
- *The mode of execution of the Affidavit should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s).*
- *This Affidavit shall be on stamp paper of PKR 200/- and notarized with the Notary Public.*
- *For an Affidavit executed and issued overseas, the same will have to be notarized by Notary Public and attested by the Pakistani Embassy / Consulate in the country where the Affidavit is executed; and once brought into Pakistan, the same is to be adhesive stamped.*
- *This Affidavit shall be witnessed by two (2) male witnesses or one (1) male and two (2) female witnesses.*
- *If the Affidavit is executed in Pakistan, the same is required to be verified by the Oath Commissioner.*

Please find below the form and substance of the Affidavit.

Affidavit

(this “Affidavit”)

Date: _____

JAMSHORO POWER COMPANY LIMITED

[Insert Address and Email details]

Reference the Prequalification Document issued on [●], by Jamshoro Power Company Limited (“**Procuring Agency**”), (the “**Prequalification Document**”) in relation to the [supply of Sub-bituminous Coal for generation of power at 660MW, CFPP, Jamshoro (the “**Project**)”].

- (1) I, [in case of company, insert name of the authorized person and its designation] of [insert name of company] / [in case of sole proprietor, insert name of sole proprietor and its CNIC or Passport No.] of [insert name of sole proprietorship, if any] / [in case of partnership, insert name of authorized person and its CNIC or Passport No.] of [insert name of partnership, if any] (the “Entity”), a [in case of

company / partnership, insert nature of company / partnership (if any)] duly organized and existing under the laws of [Pakistan] [insert country of incorporation] with its registered office located at [insert registered address], do hereby solemnly affirm, declare and state that:

- (a) the Entity is not ineligible / blacklisted to participate in, submit prequalification application for, bid for or undertake any contract or project (including the Project) through any form of public tender (due to reasons, including but not limited to corrupt practices and poor performance) by any federal or provincial governmental or non-governmental department / agency in Pakistan, or any other provincial government / governments of any foreign countries or their governmental bodies and / or International Organizations (e.g. World Bank, Asian Development Bank, United Nations, International Monetary Fund etc.) at the date of submission of this Affidavit;
- (b) the Entity is not:
 - (i) included as a debarred person pursuant to the public sanctions list of any multilateral development bank that is party to the Agreement on Mutual Enforcement of Debarment Decisions of 9th April 2010 (www.crossdebarment.org); or
 - (ii) included on any sanctions' lists promulgated by the UN Security Council or its Committees, or any other recognised international sanctions list;
- (c) no action, suit or other legal proceeding or governmental investigation is pending against the Entity or any of its respective officers, directors or employees, or that any of the foregoing has received any notice thereof, which questions the validity and execution of this Affidavit or the representations provided in this Affidavit;
- (d) the Entity has not directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the award of the Project or similar coal supply projects in Pakistan;
- (e) the Entity is not in bankruptcy or liquidation proceedings or receivership, or wound up, or its affairs are not being administered by a court or a judicial officer, or its business activities have not been suspended or it is not the subject of legal proceedings of any of the foregoing and has a reasonable expectation of being able to discharge all financial liabilities as they fall due;
- (f) the Entity has not failed to sign a contract with any procuring authority following award;

- (g) [the Entity is legally and financially autonomous and operates under commercial law]; and
- (h) neither the Entity, nor I have concealed any information that might hinder the Prequalification Process, or the subsequent Bidding Process to be conducted for the Project.
- (2) That whatever stated above is true and correct to the best of my knowledge and belief and nothing has been concealed thereto.

All capitalized terms unless defined herein shall bear the meaning as ascribed thereto in the Prequalification Document.

Deponent

Verified on oath at _____ on this ____ day of _____, 20__ that the contents of the above Affidavit are true and correct to the best of my knowledge and belief.

Deponent

Witnesses:

1. _____

2. _____

Name: _____

Name: _____

Address: _____

Address: _____

CNIC No.: _____

CNIC No.: _____

PART 2

Section IV: SCOPE OF SUPPLY AND REQUIREMENT

1. SCOPE OF SUPPLY
2. DELIVERY SCHEDULE
3. EVALUATION CRITERIA AND AWARD OF CONTRACT

1. Scope of Supply

Description/ Scope	<p>The plant may use subbituminous coal; API-4/ICI-3. JPCL will issue Notice of Readiness (NOR) to the Registered Coal Supplier for the quantity required as per power generation demand acknowledged by power purchaser followed by notice of procurement (NOP) and procurement will be conducted through limited competitive bidding; Request for Quotation (RFQ).</p> <p>Tentatively, the Supply of 1st Quarter will be required in July at CPT Jamshoro.</p>
Pricing Method	<p>Coal Ceiling Price will be computed on the basis of FOB USD/MT of last Friday of Bid Opening Week referring Weekly Indexation as per Argus/McCloskey's Coal Price Index reports plus CIF price, taxes & duties, inland transportation up to carriage paid to (CPT) Jamshoro as per NEPRA Guidelines on spot. The computation matrix template is available in the PQD.</p>
Discharging Point	Coal Fired Power Plant (CFPP) Jamshoro, Sindh Pakistan

1.1 COAL SPECIFICATIONS.

1.1.1 API-4 (Benchmark 6,000 Kcal/Kg)

Sr. No.	Parameters	Basis	Unit	Typical	Rejection
1.	Total Moisture	ARB	% by weight	8.00	>12.00
2.	Net Calorific Value	ARB	kCal/kg	6000	<5,700
3.	Volatile Matter	ARB	% by weight	21— 28	<21 or >28
4.	Total Sulfur	ARB	% by weight	0.64	>1.00
5.	Ash Content	ARB	% by weight	15—16	>17
6.	HGI			>46 or < 50	<43 or >60
7.	Hemispherical Temperature (HT) Oxidizing Atm	Oxidizing Atm	°C	1100—1300	<1100 or >1300
8.	Particle Size	AR	mm	0.5 — 30	> 30%
				30 — 50	>69.75%
				50 — 100	>0.25%

1.1.2 ICI-3 Grade Coal with NCV, Typical and Rejection Ranges.

Sr. No.	Parameters	Basis	Unit	Typical	Rejection
1.	Total Moisture (TM)	ARB	% by weight	-	>30
2.	Net Calorific Value (NCV)	ARB	kCal/kg	4600	<4200
3.	Volatile Matter (VM)	ARB	% by weight	--	≥39
4.	Sulfur	ARB	% by weight	--	>0.7
5.	Ash	ARB	% by weight	--	>8
6.	HGI	-	-	--	<43 or >60
7.	Particle Size	-	mm	0.5-30	>30%
		-	mm	30-50	>69%
		-	mm	50-100	>1%

NOTE: The Typical and Rejected Ranges are given as reference only, some values may be adjusted in the RFQ document

1.2 COAL TESTING: TESTING STANDARDS

Coal quality analyses shall be performed following the procedures and directions established by the latest ISO or the latest ASTM/GB

Analysis	Standard
Coal Sampling	ISO 13909-1-2016、 ISO 13909-2、 ISO 18283-2006
Preparation of coal sample	ISO 13909-2016 (or ISO18283)-2006
Moisture	ISO 589-2008
Volatile Matter	ISO 562-2010 (R2016)
Total Ash	ISO 1171-2010
Total Sulfur	ISO 334-2013, ISO 19579-2006 (R2018) 、 ISO 20336-2017、 ISO 351-1996
Carbon & Hydrogen and Nitrogen	ISO 29541-2010 (R2016)
Gross Calorific Value	ISO 1928-2009
Hardgrove Grindability Index (HGI)	ISO 5074-2015、 ASTM D 409-16
Ash Fusion Temperature	ISO 540-2008
Free Swelling Index	ISO 501-2012
Bulk Density	ISO 17828-2015
Size	ISO 1953-2015
Trace Elements	ASTM D6357-19
Ash Analysis	ASTM D3682,-13 ASTM D6349-13

Note: Coal quality analyses shall be performed at JPCL site by 3rd Party, the cost of which shall be borne by the coal supplier. For any dispute, a reputable Independent / Third Party Evaluator will be hired with mutual consent at Supplier's Cost.

2. Delivery Schedule

Description/ Scope of supply	Supply of xxx +/- 1% Metric Tons of API-4/ICI-3 Grade sub-bituminous coal, at Plant site for operations of 660 MW coal-fired power plant, Jamshoro, Sindh, Pakistan.
Supplier Responsibility	The Supplier shall be solely responsible for obtaining all consents, approvals, permissions, agreements, NOCs, and for fulfilling all regulatory requirements in relation to the supply under the Contract, including, but not limited to, approval of SEPA, and agreement for transportation of coal through Pakistan Railway, etc. and shall pay the Railway infrastructure development charges @ Rs. 100/Metric Ton, the cost of which has been covered in Ceiling Price Computation Matrix.
Delays in Delivery and Liquidated Damages	If the Supplier fails to deliver any or all of the Coal within thirty (30) days from the date of signing of contract/issuance of purchase order, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum of 0.1% of contract price per day of undelivered quantities, up to maximum of 10% equivalent to performance security plus a sum equivalent to differential of any decrease in coal price index per Metric Ton as per monthly/weekly average indexation of the API-4/ICI-3 as per Argus/McCloskey published price, as the case may be.
Mode of Transportation	<ul style="list-style-type: none"> • Preferably, NLC carriage facility from PIBT to Marshal Yard in Pipri, Karachi. • ZBKH Wagons of Pakistan Railways from Marshal Yard Area (MYA) in Pipri, Karachi to Coal Fired Power Plant at Jamshoro. (Truck transportation option can be exercised in emergencies or in case of rejected coal uplifting)
Weighment	<p>a) Initial weighment of coal will be conducted at Railway Computerized Weighbridge and shall be attached with Delivery Challan, handed over to Railway Driver/Contractor's person, as deemed fit by the Coal Supplier.</p> <p>b) Final weighment will be conducted at "Computerized Dynamic Weighbridge" at CFPP Jamshoro. The "Weight Certificate" shall be issued by an "Operating Committee" constituted by the JPCL, the representative of the supplier, shall also be nominated as committee member to sign the same. The weight determined by the committee shall be final and binding.</p> <p>c) in the event of a failure of the Measuring Equipment at the Discharging Point, the weight of any applicable Consignment of Coal under this Agreement, shall conclusively deem to be equal to weight determined at Loading Point. The weight of Coal at the Loading Point for each Consignment shall be certified by the Operating Committee and shall be accepted as the quantity of Coal for which invoices are to be rendered and payment made in accordance with this Agreement.</p>

	<p>d) to the extent that the weighing method described above is unavailable. The supply of Coal Consignment would be halted till the availability of any of the weighbridge, the period of halt would be extended for the equal period of suspension for delivery.</p> <p><i>(For Details; Refer Clause 5. WEIGHING, SAMPLING AND ANALYSIS, of the Draft "Spot Coal Supply Contract Agreement in Section VII of the Tender Document)</i></p>
Initial coal testing (Optional)	Initial coal testing will be carried out by the Supplier for his reassurance and comfort at Ex Railway Loading Point, and results/reports of such tests in original, if carried out, will be submitted to the Procuring Agency against respective supply.
Final testing and testing in case of dispute	<p>Final testing of cargo will be at Project Site, under supervision of Procuring Agency, and tested by an independent 3rd party testing facility, the cost of which shall be borne by the coal supplier.</p> <p>However, in case of dispute on the results between the Procurement Agency & Supplier, the testing of the cargo will be obtained from a third-party evaluator/Firm, having ISO Standard Facility and Services of Sampling & Testing, nominated by the mutual agreement between the Procuring Agency and the Supplier and the cost of such testing shall be borne by the Supplier.</p> <p><i>(For Details; Refer Clause 5. WEIGHING, SAMPLING AND ANALYSIS, of the Draft "Spot Coal Supply Contract Agreement in Section VII of the Tender Document)</i></p>
Rejection and Removal of Rejected Commodity	Any coal supplied that does not conform to the specifications given in the Purchase Order/Contract Agreement, will be rejected and will be lifted by the Supplier at his own risk and cost within 15 days of rejection. However, any delay in lifting the store will be on payment of 1% of the bid amount of rejected quantity per day till such time the entire quantity is removed from the site.
Handling loss	No shrinkage and Transportation Loss will be permitted/borne/paid by the Procuring Agency
Delivery Schedule	Within 30 days from issuance of the Purchase Order
Delivery/Discharge point	Carriage paid to (CPT) Jamshoro

The Coal Supplier shall provide the Procuring Agency with the tentative schedule of supply in a manner to complete the whole awarded quantity in stipulated time on following pattern;

Categories	30 Days, Delivery Period from Date of Issuance of Purchase Order				
Week	Week 1	Week 2	Week 3	Week 4	Total
Quantity(tons)					

Note: Realistic transportation plan may be devised to achieve continuous delivery during planned weeks to avoid;

- *LDs. on account of delayed delivery;*
- *Termination of the contract and forfeiture of the performance security deposit on failure to supply*

I/We have examined carefully the Tender Documents, and do hereby acknowledge that above mentioned Specifications of Coal with relevant terms and conditions and decisions issued by NEPRA on Spot Basis, are acceptable; I/we offer to supply the API-4/ICI-3 Grade Sub bituminous Coal with quantity of tons as follows;

Items	Required Specification	Accept and Fulfill Specification (Yes/No)
API-4 Grade Sub-bituminous Coal	Detailed technical parameters based on the above Quality Requirements	
Guidelines for Procurement of Coal on Spot Basis and other regulations and decisions by NEPRA	All clauses and decisions regarding spot coal procurement and tariff adjustment by NEPRA	

Seal and Signature of Bidder

EVALUATION AND AWARD OF CONTRACT

1.1 Criteria:

“Technical Proposal of Coal Bids” shall be opened on the date, time, and address given in Tender Document; RFQ -xx, in the presence of the representatives of the firms, who care to attend. The Bid Price shall be publicly announced to the attending representatives of the firms.

- 1.1.1 Documents submitted satisfy the requirements stipulated in Tender Document.
- 1.1.2 The quoted price must be market reflective and within the Ceiling Price.
- 1.1.3 The Bid validity period must be for 15 days as required by Tender Document: RFQ
- 1.1.4 The quoted quantity must not be lesser than 5,000 Metric Tons.
- 1.1.5 The quality of the coal shall be determined on the weighted average basis of the complete order accepted quantity. Quantity rejected will not be part of the total weighted average of the complete order.
- 1.1.6 The Bid Security must be in required percentage & form to satisfy the requirements of the Buyer.

1.2 Methodologies:

- 1.2.1 The Least Cost Based Selection (LCBS) method shall be adopted for the evaluation of Bids.
- 1.2.2 The evaluation criteria shall be based on conformity to technical specifications, compliance with eligibility and qualification criteria and the lowest price quoted in comparison with “Ceiling Price” in the “Form of Bid Price” given in bidding document; RFQ
- 1.2.3 The evaluated substantial responsive bidder who would offer the lowest Coal Price per Metric Ton, as per Scope of Supply on “Form of Bid Price” and has satisfied the PA’s criteria for “Ceiling Price”, shall be declared as the “Successful Bidder(s)” and the contract shall be awarded on the basis of lowest bid price (100% price weightage). The Bidder whose quoted Bid Price is higher than the “Ceiling Price”, will be declared as “Unsuccessful Bidder”.

The Bids shall be evaluated as follows;

Criteria	Score
Bid Price	100
Total	100

The Lowest Evaluation Bid Price will be awarded on Evaluated Bid score of 100, other Bids will be assigned points on a pro-rata basis as:

$$\text{Evaluated Bid score} = \frac{\text{Lowest Evaluation Bid Price} \times 100}{\text{Evaluated Bid Price}}$$

- 1.2.4 The selection and award process shall prioritize the lower quoted irrespective of volume committed, hence a pool of suppliers to complete the requested quantity on a per month basis. By the order of the Quoted Price from low to high, the Award of Quantity will be on the basis of Quoted Quantity, until the Procurement Quantity is completed.
- 1.2.5 In the case of the same Quoted Price by multiple Bidders, the allocation of the Awarded Quantity shall be in proportion to the Bidder's Quoted Quantity.

1.2.6 The Bid(s) will not be considered if: -

- a) Bids received not in accordance with the requirements of Tender Documents.
- b) Bid received later than the date and time fixed for Bid submission;
- c) Offer is ambiguous or conditional;
- d) Any erasing/cutting/overwriting and not signed by the authorized representative;
- e) Failure to submit the Bid Security may result in the rejection of Bids;
- f) Any Bid with the minimum quantity of coal below **5,000** metric tons will be rejected;
- g) The Supplier/Firm is blacklisted by the government/any agency;
- h) The origin of the spot coal should not be in the sanctions list i.e., India and Israel.

1.3 Award of Contract:

- 1.3.1 The Bidder whose quoted price is the lowest and within the "Ceiling Price", shall be awarded the contract at its price.
- 1.3.2 The selection and award process shall prioritize the lower quoted price irrespective of volume committed, hence a pool of suppliers to complete the requested quantity on a per month basis. The PA may further negotiate prices from the lowest offered bid(s).
- 1.3.3 In case of default by a supplier, the shortfall quantity may be purchased on lower/equal price from any other successful bidder and the process will be repeated until the Procurement Quantity is completed.

1.4 Award:

- 1.4.1 The Successful Bidder(s) will be awarded with "Letter of Acceptance" to furnish 10% of Bid Value as "Performance Security" in shape of Telegraphic Transfer or **Bank Guarantee** and complete the signing of the contract within five (5) working days commencing from the date of issue of letter of intention "LOI" / letter of acceptance "LOA" to award the contract.
- 1.4.2 The award price shall be subject to linear upward and downward adjustment (till rejection limit) as per actual NCV (ARB) received at plant and tested by an independent 3rd party testing facility.

Section-V: Annextures

[Not required to be filled / submitted at this Prequalification Stage. These forms/Formats will be required to be filled during registration and corresponding bidding process]

- Corporate Guarantee Form *[At the time of Registration]* Annex-1
- Request For Quotation *[At the stage of bidding]* Annex-2
- Ceiling Price Matrix *[At the stage of bidding]* Annex-3
- Contract Format [At the stage of Purchase Order] Annex-4

FORMAT OF CORPORATE GUARANTEE AND UNDERTAKING

M/s Jamshoro Power Company Limited
Mohra Jabal, Sehwan Road,
Jamshoro, Sindh, Pakistan

CORPORATE GUARANTEE AND UNDERTAKING

Dear Sirs,

We, **M/s**, the undersigned, do hereby irrevocably and unconditionally agree, undertake and guarantee that pursuant to the prequalification of Coal Suppliers, Shortlisting and invitation for Registration executed on dated [..], we within 10 days of each Bidding/ Call of Quotation Notice, shall submit with you our “Coal Bid Price” for selling Sub bituminous Coal of given specifications of API-4/ICI-3 on CPT Jamshoro basis and in the compliance with the terms and conditions described in the relevant Purchase Order/Coal Supply Agreement together with the terms and conditions of Bidding Document; Request For Quotation “RFQ”.

We, **M/s**, the undersigned further agree that we shall not be entitled to make any claim whatsoever and that no right shall accrue to us until and unless you accept our offer in writing.

We further agree and covenant:

1. That this Guarantee shall remain valid and cover any and all RFQs and subsequent Purchase Orders issued pursuant to the Registration Period of three years, notwithstanding any change in our constitution or any other change.
2. That this Guarantee shall be enforceable notwithstanding any change in your name or any change in your constitution or of your successors or assigns or by your absorption into or amalgamation with any other legal entity.
3. This letter of guarantee outlines the terms of a corporate guarantee provided by **M/s**, to commit to supply specified sub bituminous coal of API-4/ICI-3 Grade to JPCL for its Coal Fired Power Plant in operation phase under guidelines of NEPRA on Coal Supply Agreement (CSA). This guarantee is unconditional, irrevocable, and makes **M/s**liable as the principal debtor if fails to meet obligations related to coal supply.
4. This Guarantee shall come into force from the date of signing of coal supply agreement (CSA) followed by notice of readiness (NOR) which shall be issued any time after evaluation of RFQ and Furnishing of Performance Guarantee, keeping in view the operational timelines of the power plant and shall remain

in full force for the period of three years or any extensions thereof. This Guarantee shall continue and hold good until it is released by JPCL on the application by **M/s** after completion of the period and after the firm has discharged all its obligations under the Guarantee and has obtained a certificate from JPCL of the due completion. **M/s** undertakes to extend the validity period of this Guarantee for any time or from time to time should it, in the opinion of JPCL, becomes necessary for such period as requested in writing by JPCL.

IN WITNESS WHEREOF, we have executed this Guarantee on the day, month and year first hereinabove written

Signature of the authorized person

for and on behalf of the **M/s**

WITNESS NO.1

WITNESS NO.2

Signature:

Signature:

Name:

Name:

CNIC:

CNIC:

Address:

Address:

Price Schedule Forms

[The bidder who offers competitive rates of API -4/ICI-3 Grade Sub bituminous Coal as per Section-V Schedule of Requirement and Technical Specifications, will be evaluated on the basis of "Least Cost Method" based on "Ceiling Price" to be declared as the "Successful Bidder(s)"]

FORM OF BID PRICE

Full Name of Bidder/Supplier/Firm	.....
Procuring Agency Computation based on weekly Argus/McCloskey's indexation of last Friday of bid opening week for API-4/ICI-3 Grade Sub-bituminous Coal (NCV 6000/4600 Kcal/Kg (ARB))	
Ceiling Price of API-4 /ICI-3 Grade Sub bituminous Coal determined by the Procuring Agency	.....Rs. /Metric Ton without GST, at CPT Jamshoro as per Ceiling Price Computation Matrix
GST 18%	.....Rs. /Metric Ton
Ceiling Price Grand Total including GST	.....Rs. /Metric Ton
Coal Supplier's "Quote" for quantity and cost	
Quoted Quantity	.....Metric Tons.
Quoted Price	.....Rs/Metric Ton (Based on API-4 /ICI-3 Grade NCV 6000/4600 Kcal/Kg (ARB), without GST, at CPT Jamshoro)
GST 18%	.....Rs. /Metric Ton
Grand Total including GST	.....Rs. /Metric Ton
Quoted Price	.....% Above/ Below the "Ceiling Price"
Existing Coal Inventory	..... Metric Tons Location :at the moment. (Truthful /verifiable information must be provided)
Validity Period	.....Days, from Bid Opening Date

(Company Seal and Signature)

CEILING PRICE COMPUTATION MATRIX

<i>Procuring Agency will use the following information/ data to determine/ establish the "Ceiling Price". The rates quoted by bidders below the Ceiling Price for this procurement will be declared "Successful Bidders". The Bidders whose quoted bid price will be above the Ceiling Price, will be declared as "Unsuccessful Bidders" (For reference of Coal Suppliers only)</i>			
Landed Cost of Coal up to Project (JPCL's) Site			
Description	Unit	Prices in US\$ per MT	Remarks
API-4/ICI-3 as per Argus/ McCloskey's Coal Price Index of last Friday of bids opening week	US\$/Ton		As referred from ARGUS
Base Calorific Value	kCal/Kg	6000 NCV 4600 NCV	Benchmark API-4 Benchmark ICI-3
Marine Freight Charges	US\$/Ton		As per Chartered Rate of Supramax vessel on the basis of corresponding average weekly time charter rate and bunker price.
CFR Coal Price	US\$/Ton		
Marine Insurance	US\$/Ton		0.1% of CFR as per NEPRA's Coal Price Adjustment Mechanism dated 23.09.2016
CIF Coal Price without Handling Loss	US\$/Ton		
Handling Loss 1.0 % of CIF Coal Price or actual whichever is minimum	US\$/Ton		As per NEPRA Tarif Determination
CIF Coal Price at Karachi	US\$/Ton		
Other Charges:			
(i) Port Handling Charges	US\$/Ton		Coal Handling and Terminal Services Agreement signed between JPCL & PIBT with adjustment as per the agreement for bids opening day/week
(a) PQA Royal Charges	US\$/Ton		
(b) Wharfage Charges	US\$/Ton		
(c) Port Disbursement Account Charges at Load Port	US\$/Ton		As per NEPRA Tariff Determination
(d) Port Disbursement Account Charges at Discharge Port	US\$/Ton		
(ii) Custom Duties	US\$/Ton		HS Code: 2701.1900 Custom Duty @ 3% Additional Custom Duty @ 2% Additional Sales Tax @ 3% Income Tax @ 1% Cess @ 1.25%

(iii) Custom Clearance Charges	US\$/Ton		As determined by NEPRA
(iv) Draft Survey, Sampling, Sample Preparation & Analysis Charges	US\$/Ton		
L/C / TT Charges	US\$/Ton		As per NEPRA Tariff Determination
Delivered Coal Price at PIBT (in USD)	US\$/Ton		
Exchange Rate	Rs. /US\$		NBP Forex Rates (Selling) as per NBP Forex Rates Sheet dated last Friday of bid opening week
Delivered Coal Price at PIBT (in PKR)	Rs. /Ton		
Coal Transportation from PIBT to Marshaling Yard Pipri	Rs. /Ton		Base Price is PKR 780/- Per Ton @ HSD Price PKR 144.15 per Lit. 50% of the above Cost is associated with the HSD Price which will be indexed as per the HSD rates on last Friday of the bid opening week
Inland Freight Charges till Supply of the Coal at Project Site	Rs. /Ton		Inland Freight Rates @ PKR 4.82 per ton per KM and PKR 100 per Metric Ton as Development Charges by PRFTC/PR and distance from MYP to Project Site is around 250 (as PRFTC considers minimum distance as 250 KM) KM-HSD Price Indexation as per ICTA.
Delivered Coal Price at Power Plant (excluding GST)	PKR/ Ton		
GST	18%		GST applicable of the supplier on Delivered Coal Price at Power Plant
Sub Total of Delivered Coal Price at Project Site (including GST)	PKR/Ton		

Note: *This is for reference only. This may be altered/modified and provided to the Qualified Suppliers at the time of Bidding Notice through RFQ*

Annex-4

Contract Format

SPOT COAL SUPPLY CONTRACT AGREEMENT

For the supply of xxx MT of **API-4/ICI-3** Grade Sub-bituminous Coal to the 660MW Coal
Fired Power Plant located at Mohra Jabal, Sehwan Dadu Road, Indus Highway,
Jamshoro, Sindh, Pakistan

Contract No. RFQ-XX

JAMSHORO POWER COMPANY (PRIVATE) LIMITED

(the “Buyer”)

AND

THE SUCCESSFUL BIDDER

(the “Coal Supplier”)

JUNE 2025

The Spot Coal Supply Agreement (the "Agreement") is made on this [xx day of xx] 2025 at Jamshoro, Sindh Pakistan by and between the Jamshoro Power Company Limited, a company incorporated under the laws of Pakistan, having its principal business office at Jamshoro, Sindh (the "**Company/Buyer**");

AND

M/s [xxxxxx], a private limited company duly incorporated, organized and existing under the laws of Pakistan, having its registered office located at [xxxx], (the "**Coal Supplier/Seller**" which expression shall include its successor and permitted assigns);

Each of "the Buyer" and "the Coal Supplier" is hereinafter referred to as a "Party" and collectively as the "Parties"

PREAMBLE;

WHEREAS, the Company/Buyer is a party entering into a Power Purchase Agreement (PPA) with Central Power Purchasing Agency (Guarantee) Limited to sell electricity to the Power Purchaser and operate the **660MW** Coal Fired Power Plant located at Mohra Jabal, Dadu Road, Indus Highway, Jamshoro, Sindh, Pakistan (the "**Plant**").

WHEREAS, the Company desires to purchase and the Coal Supplier is willing to supply the API-4 Grade Sub-bituminous Coal for use at the Plant to generate Net Electrical Output (NEO) for sale to the Power Purchaser under and pursuant to the terms & conditions in the Power Purchase Agreement and the Guidelines for Procurement of Coal on Spot Basis issued by NEPRA

NOW, THEREFORE, in consideration of the mutual benefits to be derived and the representations, warranties, conditions, promises, understandings, covenants, agreements and undertakings herein contained, and intending to be legally bound, the Parties hereby agree as follow:

1. SCOPE OF THE CONTRACT AGREEMENT

Subject to Condition Precedent below, the Seller agrees to sell and deliver Coal, and the Buyer agrees to purchase and accept delivery of Coal at the terms and conditions set out here below and in Tender Document.

1.1 Conditions Precedent:

This contract is conditional upon placement of firm order by the Buyer and reconfirmation of the order by the Seller by furnishing 10% of contract value as Performance Security in shape of Telegraphic Transfer in JPCL account **IBAN: PK52ABPA0010022437060039** or Transfer cheque Or in shape of **Bank Guarantee**. The seller, if fails to furnish the Performance Security within stipulated time mentioned in letter of acceptance "LOA", the Bid Security shall be forfeited.

This contract shall have no effect and no party shall be held liable to pay for any costs, claims, damages, loss of business or any other direct costs or expenses unless;

- (a) the buyer has issued LOA [No.] Date: [xx2025] and the Supplier has furnished Performance Security amounting to Rs.xxxx (10% of the Contract Value) vide Bank Guarantee No. xxxxx issued by xxx Bank, on dt. Xxx.2025
- (b) the Buyer has issued a firm Purchase Order vide No. xxxxx Dated xx-xx-2025)/signed contract agreement.
- (c) Signing of Integrity Pact on given format, in case contract value is greater than 10Million
- (d) Submission of Declaration of Beneficial Owner in given format, if the contract value exceeds 50Million by the coal supplier

Definitions and Rules of Interpretation:

In this Contract Agreement, the following terms shall have the following definitions;

Agreement	:	This Coal Supply Agreement, together with all terms & conditions of tender document, Schedules and all annexes and tables attached hereto, between the Company and the Coal Supplier, as may be amended by the Parties from time to time.
Rupee/PKR	:	The lawful currency of the Islamic Republic of Pakistan.
Ceiling Price	:	Ceiling Price taking into account the API-4/ICI-3 coal index as computed on the basis of FOB USD/MT of last Friday of Bid Opening Week referring Weekly Indexation as per Argus/McCloskey's Coal Price Index reports plus CIF price, taxes & duties, inland transportation up to carriage paid to (CPT) Jamshoro as per NEPRA Guidelines on spot
Benchmark Price	:	The Quoted and Agreed Price in Rs. /MT delivered at CPT/DAP Jamshoro with benchmark CV of API-4 (6,000Kcal/kg) and ICI-3 (4600 Kcal/kg) as per Argus/McCloskey's indexation.
		"Differential" – means South African coal price differentials to API4, divided into four intervals/sections of 5850Kcal/kg and

		above, 5700~5850Kcal/kg, 5500~5700Kcal/kg and 4800~5500Kcal/kg, calculated in PKR as per the corresponding exchange rate, and adopted as of NEPRA approval.
Acceptable Range	:	The permissible range of variations in quality parameters set forth for coal delivered under this agreement
Actual NCV	:	The net calorific value of the Coal expressed in kilocalorie(s) per kilogram (kCal/kg) (NAR); as stated in the final report of analysis on "As Received Basis".
API -4	:	South Africa coal loaded at the Richards Bay Coal Terminal and price index represents an average of 6,000 Kcal/kg published weekly by Argus/McCloskey
ICI-3	:	Indonesian Coal Index for ICI-3 Grade
API-4/ICI-3 Coal Index	:	Average FOB price of coal loaded at the Richards Bay Coal Terminal as per weekly average index price stated in US\$ per Metric Ton, South Africa Coal Index 6,000 kcal/kg (NCV), or Indonesia ICI-3 Coal index 4600 Kcal/kg published under the heading "International Coal Indexes: Coal price indexes: weeks' average in Argus/McCloskey's <i>Coal Prices Index Report</i> ;
Business Day	:	Any day, except Saturday or Sunday, on which banks in Pakistan are generally opened for the conduct of business;
Calendar Day	:	A full 24-hour period starting at midnight (00:00) and ending at the following midnight (24:00) regardless of working day, weekend or public holiday and refers to any single day.
Delivery Period	:	The 30 calendar days' time given for delivery of contracted quantity of coal to the Plant site and which starts with the issuance of firm Purchase Order/signing of Contract Agreement.
BTU/LB	:	British Thermal Unit per pound
Heating value	:	The gross calorific value of Coal expressed in kCal per kilogram on "As Received Basis"
ISO	:	The International Organization for Standardization
ASTM	:	means the American Society of Testing Materials with the technical standards published by ASTM International, as the same may be amended, revised, modified or supplemented from time to time.
Kcal/kg	:	The heating value of coal expressed in kilocalories per kilogram
Metric Ton (MT)	:	1 metric ton of 1,000 kilograms or 2,204.62 lbs
Certificate of weight	:	The "Certificate of Weight" issued by the Operating Committee at Discharge Point and acknowledged by both Parties, subject to any manifest error, is final and binding, and shall be the basis of payment under this Agreement

Certificate of Analysis	:	The quality of the coal determined through sampling and analysis carried out by 3 rd Party Surveyor at the Discharge Point is final and binding on the Company and the Coal Supplier save for fraud or manifest error.
Consignment	:	The total quantity of Coal in each train loaded at PMY and transported to the Discharge Point at Jamshoro.
Operating Committee	:	The Committee appointed by the Buyer involving one member of the Supplier to oversee the weighment, sampling and quality analysis
As Received Basis (ARB)	:	Analysis Data calculated to the moisture condition of the discharge point sample before any processing or conditioning
Coal	:	API-4 / ICI-3 Grade Sub bituminous Coal
Coal Specifications	:	API-4/ICI-3 Grade coal with acceptable and rejection range of quality parameters
Delayed Payment Rate	:	One-month KIBOR (ask), calculated for the actual number of days for which the relevant amount remains unpaid on the basis of 365 days a year.
Dry Basis	:	Analysis data calculated to a theoretical base of no moisture associated with the sample
Emergency	:	A condition or situation that, in the reasonable opinion of the Party experiencing such condition or situation, causes, or is likely to cause, material damage or harm to such Party's facilities or the property of third parties or jeopardize the safety of its personnel or the general public
Non-conforming Coal	:	Coal tendered for delivery by the Coal Supplier that does not conform to one or more of the Coal Specifications as confirmed through laboratory analysis
Scheduled Outage	:	The meaning given in PPA
Third Party	:	Any person or entity other than the Buyer and Seller
Tolerance Limit	:	The permitted measurement tolerances or variations in measurement pursuant to International Standards Organization (ISO) or, where a measurement tolerance of variation is not provided under ISO standards for a particular parameter, pursuant to the American Standards for Testing and Materials (ASTM) standards or GB standard.
Contract Effective Date	:	Contract becomes effective on the date of signing between the parties or issuance of Purchase Order
Contract Price	:	Contract Price is an agreed amount or lump sum amount for the execution and completion of the supply. The Contract Price is inclusive of all taxes, duties and fees with exception of adjustments as per changes in benchmark CV/penalties
Contract Start Date	:	The contract start date is the date of issuance of firm Purchase Order /signing of Contract
Delivery Days	:	Calendar days

DAP	:	Delivered at Place, as described in Incoterms 2010. In this Agreement, DAP means Delivered At Place (Discharge Point at site Jamshoro)
CPT Jamshoro	:	Carriage paid to Jamshoro
Interpretation	:	<p>In this Agreement:</p> <p>a) the headings are for connivance only and shall be ignored in construing or interpreting this Agreement:</p> <p>b) the singular includes the plural and vice versa</p> <p>c) unless otherwise provided herein, whenever a consent or approval is required by one Party from the other Party. such consent or approval shall not be unreasonably withheld or delayed: and</p> <p>d) in carrying out its obligations and duties under this Agreement. each Party shall have an implied obligation of good faith.</p>

2. TERM OF AGREEMENT

The term of this Agreement (the "Term") shall be effective on the date of issuance of firm Purchase Order/signing of this Agreement and shall continue in full force and effect, unless terminated earlier in accordance with the provisions of this Agreement, until the Expiry Date on conclusion of contract successfully.

3. COAL QUANTITY

3.1 **Coal:** The API-4 Grade Sub bituminous Coal of definite specifications as given in "Schedule of Requirement" of Tender Document.

3.2 **Quantity:** Quoted quantity in Metric Tons +/- 1% or any increase or decrease in quantity by +/- 15% at owner's option at the time of award of contract/purchase order;

- a) Final quantity to be declared by the buyer and to be accepted by the Seller at the time of firm order.
- b) Subject to the terms of this Agreement, the Seller guarantees, commits and undertakes to sell, supply and deliver to the Buyer a contractual quantity of xxx +/- 1% Metric Tons of Coal in a Delivery Period of 30 days.
- c) The Buyer may, in its sole and absolute discretion and without any obligation or incurring any liability to do so, purchase from the Seller the ordered quantity with placing "Purchase Order" on the Seller, after accepting the LOA by the Seller, being obliged and guaranteeing to sell and deliver to the Buyer the firm order placed by the Buyer of quoted quantity.
- d) The Seller shall ensure that it has capability and sufficient sources of Coal to supply to the Buyer, the Whole Quantity with stipulated time, which conforms to and is in

accordance with the API-4/ICI-3 Grade Sub bituminous coal specifications.

- e) All instructions and orders for delivery of Coal will be placed by Buyer in writing on the Buyer's letterhead and email mentioning the details of the order.

3.3 Non-exclusivity:

The Seller agrees and understands that there is no exclusivity in its appointment and that nothing shall prevent the Buyer from engaging any other contractor(s)/third party for the purpose of carrying out and executing any part of the services simultaneously along with or in place of the Seller.

If the Seller fails to perform its obligations pursuant to this Agreement in a timely manner and as per the JPCL's requirements, the JPCL may appoint any other contractor(s)/third party to fulfil the Contractor's obligations under this Agreement.

3.4 Delivery of Coal:

- 3.4.1 Place of Delivery: The Buyer's coal unloading facility/ditch built on railway track at CFPP, Jamshoro
- 3.4.2 The Coal Supplier shall be responsible for the transport and delivery of coal to the Place of Delivery. The coal transportation shall be conducted through Pakistan Railway Wagons and Rs. 100/Metric Ton, in addition to other charges, shall be payable to Pakistan Railway for Infrastructure Development and cost of which has been covered in ceiling price.
- 3.4.3 The Coal Supplier shall notify the Buyer of coal delivery on a daily basis.
- 3.4.4 The Coal Supplier shall comply with all the Buyer's management regulations which include gate pass, security check/speed limitation/environment protection and etc.
- 3.4.5 The Coal Supplier shall bear all the costs involved in the coal delivery to the Place of Delivery, and the Buyer shall be in charge of safety supervision during unloading of coal in the coal ditch of the Plant.
- 3.4.6 Delivery Period must be complied with, and all deliveries must be completed in stipulated time of 30 days as mentioned in bidding document/Purchase Order.
- 3.4.7 **Weekly Delivery Schedule:** The Coal Supplier shall provide a minimum weekly coal delivery schedule, Sundays and gazette holidays included to complete the committed quantity in contract to avoid LDs.
- 3.4.8 The Coal Supplier shall provide the details of focal person as per the Buyer's requirement to be deployed at the Plant regarding the coal unloading work, weighment, sampling and testing at Plant. The JPCL shall provide unfurnished accommodation for Seller's personnel subject to availability.
- 3.4.9 **Arrival Notice:** The Coal Supplier shall notify the Buyer of the following details in a timely manner via email or written notice:

- a) The details of the railway wagons delivering the coal to the Place of Delivery.
- b) The expected date of arrival of the delivery to the Place of Discharge Point
- c) In case the Coal Supplier arranges the coal to the Plant after the Delivery Period, the Buyer shall not be responsible for any delays in the arrangement of unloading, and all the costs, risks and delays shall be the sole responsibility of the Coal Supplier.

3.5 Delivery Schedule:

- a) Delivery immediately after issuance of firm Purchase Order/signing of Contract Agreement;

The Seller shall commence the supply of the coal immediately after issuance of Purchase Order by the Buyer and shall complete the awarded quantity in stipulated time which starts with issuance of Purchase Order;

- b) **Delivery Discharge Rate:**

Buyer shall guarantee a minimum discharge rate per week in a manner to complete the whole ordered quantity in stipulated time during working days, Sundays and holidays included.

4. QUALITY STANDARD

The coal supplied by the Coal Supplier shall meet the following coal quality requirements:

4.1 COAL SPECIFICATIONS.

4.1.1 API-4 (Benchmark 6,000 Kcal/Kg, Typical and Rejection Ranges.

Sr. No.	Parameters	Basis	Unit	Typical	Rejection
8.	Total Moisture	ARB	% by weight	8.00	>12.00
9.	Net Calorific Value	ARB	kCal/kg	6000	<5,700
10.	Volatile Matter	ARB	% by weight	21— 28	<21 or >28
11.	Total Sulfur	ARB	% by weight	0.64	>1.00
12.	Ash Content	ARB	% by weight	15—16	>17
13.	HGI			>46 or < 50	<43 or >60
14.	Hemispherical Temperature (HT) Oxidizing Atm	Oxidizing Atm	°C	1100—1300	<1100 or >1300
15.	Particle Size	AR	mm	0.5 — 30	> 30%
				30 — 50	>69.75%
				50 — 100	>0.25%

4.1.2 ICI-3 Grade Coal with NCV, Typical and Rejection Ranges.

Sr. No.	Parameters	Basis	Unit	Typical	Rejection
1.	Total Moisture (TM)	ARB	% by weight	-	>30
2.	Net Calorific Value (NCV)	ARB	kCal/kg	4600	<4200
3.	Volatile Matter (VM)	ARB	% by weight	--	≥39
4.	Sulfur	ARB	% by weight	--	>0.7
5.	Ash	ARB	% by weight	--	>8
6.	HGI	-	-	--	<43 or >60
7.	Particle Size	-	mm	0.5-30	>30%
		-	mm	30-50	>69%
		-	mm	50-100	>1%

Note: Any damage to the Buyer's coal conveying system or delays in process of conveying the coal caused by the delivered Coal due to the coal size, moisture or viscosity etc., then the expenses arising therefrom related to repairing the conveying system and lost amounts of the capacity payments shall be borne by the Coal Supplier.

NOTE: The Typical and Rejected Ranges are given as reference only, some values may be adjusted in the RFQ document

4.1 Quality determination:

Coal quality shall be assessed in accordance with the specifications tested on an ISO/ASTM/GB basis in the fuel laboratory; Ex-Railway Loading Point (*Optional*) and upon delivery on site in the PA's supervision, by third party testing laboratory mutually agreed and the cost of which shall be borne by the Seller.

4.2 Tramp Material:

The Coal Supplier shall always comply with prudent mining practices and select experienced transportation companies to fulfill the Buyer's requirement regarding quality and quantity of the coal under this Contract and minimize the tramp or waste materials (including mining debris, metal objects, bone, slate, earth, rocks, pyrite and wood, etc.). The Coal Supplier shall be liable for any coal amount losses that are incurred by Tramp Material, and the Buyer shall be entitled to correspondingly deduct a certain Settlement Quantity amount. Besides, if there is any damage regarding the Buyer's equipment caused by the Tramp Material, the Coal Supplier shall also be liable for all the compensation costs and shall clear and remove all the Tramp Materials on its own costs.

5. WEIGHING, SAMPLING AND ANALYSIS

The weight of Coal shall be determined at the JPCL's Computerized Dynamic Weighbridge. The "Operating Committee" comprising of a seller's representative, shall be nominated by CEO JPCL, to issue a "certificate of weight" for the Coal. The weight thus determined, shall be final and binding for settlement purposes, save for fraud or manifest error, the Seller shall have the right to be represented during weight determination at its own expense.

5.1 Measuring Equipment:

The Buyer will ensure that the Measuring Equipment, at the Receiving Point, is all times calibrated as per the equipment manufacturer's standards.

In Dynamic Weighbridge, the speed error (Over or Under speed) is a common phenomenon, as experienced, on the part of railway train driver, which may cause missing or incorrect weighment of one or more wagons (Gross or Tare). In such a case, the committee shall resolve the matter unanimously.

If the Measuring Equipment is inoperative or declared to be inaccurate, the weight of any applicable Consignment of Coal under this Agreement shall be determined by the following alternate methods:

- (a) in the event of any inaccurate weighment of a wagon at the receiving end, the committee shall refer the weight of that wagon determined at Railway Loading Point.
- (b) in the event of a failure of the Measuring Equipment at the receiving end, the weight of any applicable Consignment of Coal under this Agreement, shall conclusively deem to be equal to weight determined at Railway Loading Point. The weight of Coal at the Loading Point for each Consignment (Train), shall be certified by the Operating Committee and shall be accepted as the quantity of Coal for which invoices are to be rendered and payment made in accordance with this Agreement.
- (c) in the event that the weighing facility at Railway Loading point is found inaccurate too, the supply of Coal Consignment would be halted till the availability of any of the weighbridge, the period of halt would be extended for the equal period of suspension for delivery and no any consequential loss would be recouped from the supplier in case supply halted by the JPCL.

5.2 Sampling and Analysis:

Sampling shall be conducted at JPCL plant site. The Seller, at his own for his confirmation & comfort, may conduct the coal analysis ex-railway and submit certificate of analysis (COA), if carried out, of respective consignment/lot to Buyer at the time of coal delivery at site.

An independent reputable surveyor shall be appointed at Plant site to conduct the sampling and chemical analysis as third-party analysis under the supervision of "Operating Committee" and the supplier shall bear all the cost. Sampling shall be conducted according to ISO/ASTM/GB standards using Auto Sampler/Manual Sampling with mutual agreement. A composite sample shall be split into 4 sub-samples, one for analysis by JPCL

Lab, one for re-testing purpose, one for Seller, and one to be retained for umpire purposes. Seller shall have the right to be represented during sampling operations at its own expense.

Determination of the quality of the Coal shall be done by analysis of the laboratory sample. The Lab shall issue a certificate of analysis in accordance with ISO/ASTM/GB testing and analysis procedures, which shall be final and binding, save for fraud or manifest error or unless challenged in accordance with the procedure described below;

Either party shall have the right to challenge the result of the analysis made on the laboratory sample within 3 calendar days from the date of receipt of the certificate of analysis. The challenging party shall have the umpire sample analyzed using ISO/ASTM testing and analysis procedures by a mutually agreed nationally/internationally recognized independent laboratory. The umpire results shall be final and binding for both the parties.

Any coal supplied that does not conform to the specifications will be rejected and will be lifted by the Supplier at his own risk and cost within 15 days from the notice of rejection (NOR). However, any delay in lifting, the standard storage charges will be applicable @ 1% of the bid price per day of rejected quantity till such time the entire quantity is removed from the Site.

6. COAL PRICE AND PAYMENT

Price Determination:

6.1 PRICE

The price per Metric Ton of the Coal shall be calculated as follows:

Price

- Pricing index applicable for Indonesian Coal will be ICI
- Pricing index applicable for South African Coal will be API4

6.1 Price Adjustment::

The Coal Supplier shall supply API-4 Grade Sub bituminous coal with the NCV benchmark of XXXX kCal/kg (as given in Typical Range) and the quality specifications shall meet the requirements of Buyer's specified specifications.

The delivered coal price shall be quoted and agreed (Rs.xxxx /MT). is considered as Benchmark price

The Coal Supplier shall fully consider the risks including but not limited to the relevant fluctuations of labor costs, petroleum price, transportation charges, CPI, related policies and laws, environmental protection, tax legislation, etc.

The Net Calorific Value (NCV) above **TYPICAL** and below NCV of **REJECTED**, the Price shall be adjusted on the following formula:

$$\text{Adjusted Price} = \frac{\text{Actual NCV} \times \text{Benchmark Price}}{\text{Typical NCV}}$$

The Buyer shall be entitled to reject the coal or not make any payment if NCV of the supplied coal is below Rejected limit (If NCV is less than 5700Kcal/Kg, and 4200 Kcal/kg for API-4 and ICI-3 respectively, the lot(train) will be rejected at Supplier's costs.)

The Settlement Price = The Adjusted Price.

Supply Contract and coal settlement is subject to relevant policies and approvals/decisions of NEPRA from time to time which includes but not limited to Guidelines for Procurement of Coal on Spot Basis issued by NEPRA.

Suppliers/Bidders shall fully accept NEPRA Coal Price determination policy or guideline all the time.

6.2 Penalties on deviation from Typical Range

If deviation in Ash, Moisture, Volatile Matter (VM) and Sulphur exceeds from Typical Limits to Rejection Limits, the delivered coal consignment (train) will be penalized for every 0.01% of variation, the deduction of ***Specified rate*** (for example 0.005%) will be made in the commodity component price and contract price will be decreased accordingly.

NOTE : The imposition of Premium / deduction on the basis of NCV and formula & rate for imposition of penalties are decided in the RFQ document

7. BILLING AND PAYMENT

7.1 Provisional/Interim Payment

- a) The Payment of the supplier would be made within 15 days upon submission of invoice along-with required documents, through Inland Letter of Credit (Sight), the cost of establishing Letter of Credit shall be borne by the coal supplier/seller, when delivered, verified and accepted quantity of the coal at the project site exceeds 25000 Metric Tons of awarded quantity and upon submission of invoices in quadruplicate along with “GDs with HS Code”, “Certificate of Analysis or Laboratory Reports” and “Weight Certificate” duly signed by the Operating Committee constituted by the Procuring Agency having Suppliers’ representative as member.
- b) The JPCL shall ensure to furnish to Supplier the “Weight Certificate” not later than 05 business days of receipt of delivered quantity of coal at JPCL site for each train individually and upon exceeding the delivered quantity by 25,000 MT cumulative Weight certificate.
- c) **The required documents for payment of IPCs:**
 1. Seller’s Proforma Invoice
 2. Certificate of analysis;
 3. Certificate of weight issued by the operating committee
 4. “GDs with HS Code but without cost”

7.2 Final Payment:

Final payment shall be made against presentation of Seller’s final invoice.

- 7.2.1 The Buyer shall pay the balance payment within 15 days upon submission of the final Sales Tax Invoice along with submitted sales tax return for complete order and quality certificate(s) and weight certificate issued by the “Operating Committee” and relevant documents. Regarding the upward and downward coal price adjustment on the basis of weighted average NCV of the complete order quantity supplied to JPCL with respect to benchmark NCV, may occur as per the clauses regulated in this Contract, the deduction (if any) shall be directly reimbursed from the Final Balance Settlement.
- 7.2.2 The Coal Supplier shall be responsible for all taxes and fees. The Buyer has the right to withhold and pay taxes and fees in accordance with laws of Pakistan.
- 7.2.3 Coal payments shall be made in Pakistani Rupees.
- 7.2.4 Payment Method: Crossed Cheque in the favor of the Seller’s Firm or Letter of Credit (Sight), the cost of establishment will be borne by the Seller, if it desires to receive payment through L/C (Sight).
- 7.2.5 The settlement price of this Contract is FOB USD/Metric Tons
- 7.2.6 The Coal Supplier shall provide necessary documents for exemption from withholding income tax in accordance with the requirements of applicable tax laws, including but not limited to import GD forms and undertaking letter having GD numbers and dates; and the Buyer shall be entitled to withhold taxes in accordance with applicable tax laws while making payment to the Coal Supplier.
- 7.2.7 The Coal Supplier shall cooperate with the Buyer in providing the information as the Buyer required for settlement payment and NEPRA’s tariff adjustment.

- 7.2.8 The final payment certificate (FPC) will be submitted on successful supply of whole contracted quantity and adjustment on account of CV.

The required documents for payment:

- 1 Seller's commercial and GST invoices;
- 2 Sales Tax Return for GST claim of 18%
- 3 Certificate(s) of analysis;
- 4 Certificate(s) of weight issued by the operating committee
- 5 "GDs with HS Code"

The applicable GST, 18% will be mentioned and invoiced separately.

7.3 Payment Due Dates:

If the payment falls due on a Saturday or bank holiday, the payment date shall be the first preceding banking day. If payment falls due on a Sunday or a bank holiday, the payment date shall be the first following banking day.

7.4 Interest on Late Payments:

In the event, the payment is made by the Buyer beyond payment due date mentioned in LC at Sight, the Buyer is liable to pay interest on the late payment calculated from the payment due date to the date on which payment is made in full at the 1-month Karachi Interbank Offer Rate (ask).

(Note: However, if any queries are raised, in written, after the submission of invoice for payment by the JPCL then days 'time frame will freeze on the date of raising such query and no claim shall be admissible for delayed payment till the query is resolved by the Supplier).

7.5 Delays in the Supplier's Performance

Unless excused by Force Majeure or Buyer's failure to perform, the delivery of the Coal shall be made by the Seller in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.

- 7.5.1 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Coal, the Supplier shall promptly notify the Procuring Agency in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

- 7.5.2 The delay by the Supplier in the performance of its delivery obligations, shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

7.6 Delays in Delivery and Liquidated Damages:

If the Supplier fails to deliver any or all of the Coal within thirty (30) days from the date of signing of contract/issuance of purchase order, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum of 0.1% of contract price per day of undelivered quantities up to maximum 10% equivalent to performance security, **plus** a sum equivalent to differential of any decrease in coal price per Metric Ton as per average weekly indexation of the API-4 /ICI-3 as per Argus/McCloskey published price.

8. PERFORMANCE SECURITY

The successful Supplier has furnished a Performance Security of 10% of the total Contract Value to the Buyer in shape of Bank **Guarantee** after issuance of Letter of Acceptance by the Buyer to Seller (Performance Security = Quoted quantity × quoted price × 10%).

The Performance Security shall be returned to the supplier upon successful completion of the contract, but it will be encashed/forfeited, if the supplier fails to complete the contract.

The Performance Security amounting to Rs. xxxx/- (10% of the Contract Value) submitted by the supplier vide Bank Guarantee No. xxxxx issued by xxxx Bank xxxx, on dt. Xx.xx.2025

The amount of PG shall start to reduce pro rata with supply for the suppliers on successful supply of **25000 Metric Tons ±1%**, the PG will also reduce with that proportion and so on. The PG shall remain valid and in effect till the performance of the contract period.

The proceeds of the Performance Security 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.

The performance security 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, but it will be encashed / forfeited for the Sellers who fail to complete the contract.

9. REJECTION OF DELIVERED COAL

9.1 In case during the delivery period, the coal delivered did not fulfill the Buyer's coal procurement requirement, then the Coal Supplier shall be fined as per **Article 7.6** of this Contract.

9.2 If actual delivered coal is not as per the quality acceptance limits as **Article 4** of this Contract, the Buyer shall be entitled to reject the entire coal consignment without any cost on its side. The Coal Supplier shall be wholly responsible for uplifting and removing the rejected coal from the Plant coal yard at its own cost including the cleaning and sweeping of the Plant area. In case of delay in lifting, the standard

storage charges shall be applicable and will be deducted from any Invoice or from Performance Security.

Note: Any coal supplied that does not conform to the specifications, will be rejected and will be lifted by the Supplier at his own risk and cost within 15 days from the notice of rejection (NOR). However, any delay in lifting the store, will be on payment of 1% of the bid price per day of rejected quantity till such time the entire quantity is removed from the Site,

10. DISPUTE RESOLUTION

Subject to the option set out in this clause below, all claims, disputes or differences whatsoever between the parties arising out of or in connection with this contract, including without limitation to any question regarding its existence, validity or termination, (a “**Dispute**”) shall be referred to arbitration Centre for Arbitration and Resolution of Disputes in Islamabad, in accordance with the Arbitration Act of the Pakistan.

The claiming party shall appoint one arbitrator and give written notice to the other party of the appointment (“**Arbitration Notice**”). The defending party shall appoint and give notice to the claiming party of the second arbitrator within 14 calendar days of the Arbitration Notice. The third arbitrator shall be appointed by the two arbitrators so appointed within 14 calendar days of the defending party’s notice. Failing appointment of an arbitrator by the defending party in accordance with this clause, the claiming party’s arbitrator may act as sole arbitrator, at the claiming party’s option. The arbitrator(s) shall have experience of commodities trading matters.

Subject to any right of appeal under the Act, any arbitral award rendered by the tribunal shall be final and binding upon the parties and judgment may be entered thereon or any order of enforcement obtained in any courts having jurisdiction.

Notwithstanding the provisions of this clause, Seller shall have the right to commence and pursue proceedings for interim or conservatory relief against Buyer in any court in any jurisdiction and the commencement and pursuit of such proceedings in any one court or jurisdiction shall not preclude Seller commencing or pursuing proceedings in any other court or jurisdiction (whether concurrently or not) if and to the extent permitted by the applicable law.

Notwithstanding the foregoing arbitration provisions, Seller shall have the option of referring any Dispute to the High Court of Sindh, or any other court having jurisdiction over the Dispute (the “**Court**”). If Seller is the defending party, such option must be declared within 14 calendar days of an Arbitration Notice and, upon such declaration, the parties shall procure that the arbitration be discontinued (without an award being given).

If Seller exercises its option, the parties waive any objection now or later to any proceedings relating to the contract being brought in the Court and the parties hereby irrevocably submit to the exclusive jurisdiction of the Court.

Promptly upon Seller exercising its option, Buyer shall notify Seller of an address for service of proceedings in the jurisdiction and the contact details of lawyers in the jurisdiction appointed to represent the other party.

A judgment relating to this contract which is given or would be enforced by a Court, shall be conclusive and binding on the parties and may be enforced without review in any other jurisdiction.

11. COMPLIANCE REGULATION:

- 11.1 All permits or NOC required by the Sindh Environment Protection Agency or Port Qasim Authority, shall be obtained by the Coal Supplier for transportation and delivery of coal. All environmental risks or related risks arising from transportation and delivery shall be borne by the Coal Supplier.
- 11.2 The Coal Supplier shall fully accept the NEPRA fuel price determination policy or guidelines all the time.
- 11.3 The Coal Supplier shall be aware that its quoted price has already considered all market factors which includes but not limited to spot coal price change, fuel cost change like diesel, labor cost change, CPI change and other unforeseeable cost changes.
- 11.4 The Coal Supplier shall guarantee that the supplied coal origin from India and Israel shall not be used.
- 11.5 The Coal Supplier shall be responsible for all the safety and insurance of its staff. Any damage, injury or loss caused by the Coal Supplier to the Buyer's property or employees shall be borne by the Coal Supplier.
- 11.6 The Coal Supplier shall make sure its staff to be assigned to the Plant shall hold no criminal record, and shall provide CNIC of its staff to the Buyer.
- 11.7 The Coal Supplier(s) are not allowed to provide false information or material. If any false information is found, the Coal Supplier will be blacklisted by the Buyer and will not be allowed for participating any further bidding.
- 11.8 The Coal Supplier shall comply with the regulation of the Buyer which includes but not limited to **speed limitation**, environment protocol and security checks etc.

12. CHOICE OF LAW

The contract shall be governed by the laws of Pakistan other international laws on sale of goods shall not apply to this contract.

"Notwithstanding anything to the contrary contained in this agreement, should any condition, term, or provision herein be found to be in contradiction with or different from the mandatory guidelines, statutory rules, or regulatory determinations established by the National Electric Power Regulatory Authority (NEPRA), then the NEPRA guidelines, rules, and determinations shall govern and prevail in all respects."

13. TAXES AND TARIFFS

- 13.1 Any taxes, tariffs and duties whether existing or new on the Coal or on commercial documents relating thereto or on the cargo itself, imposed in the country of origin or any taxes, tariffs and duties whether existing or new on the Coal or on commercial documents relating thereto or on the cargo itself, imposed in the country of discharge and/or the importing country shall be borne by Seller.
- 13.2 The Supplier shall be entirely responsible for all the Taxes, Duties, License Fees, etc., incurred on delivery of the contracted Coal to the Procuring Agency.

The applicable Withholding Income Tax will be deducted in accordance with the relevant provisions of the Income Tax Ordinance, 2001 (as modified, amended, supplemented, or restated from time to time). Such deduction shall be at the rate prevailing at the time of payment in the light of Supplier's status as a filer or non-filer/active or non-active/firm or individual/ resident or non-resident etc., as available on the FBR's portal at the time of each payment. The Supplier shall keep the Procuring Agency informed about its status to facilitate the tax applicability.

14. SUBCONTRACT

The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract. Subcontracting shall not alter the Supplier's obligations.

15. TERMINATION

16.1 Termination for Default

The Procuring Agency or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.

Fundamental breaches of Contract shall include, but shall not be limited to the following:

- c) the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency; or
- d) the Supplier fails to perform any other obligation(s) under the Contract;
- e) Supplier's failure to submit performance security within the time stipulated;
- f) the supplier has abandoned or repudiated the contract.
- g) the Procuring Agency or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

- h) the Procuring Agency gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Procuring Agency; and
- i) if the Procuring Agency determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.

For the purpose of this clause: **“Corrupt and Fraudulent Practice”** means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004.

In the event the Procuring Agency terminates the Contract in whole or in part, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

12.2 Termination for Force Majeure:

Neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract if such delay or failure is a result of an event of Force Majeure.

For purpose of this clause, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent.

If a Party (hereinafter referred to as “the Affected Party”) is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing or in electronic forms that provide a record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

16.3 Termination for Insolvency:

The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event,

termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency

16.4 Termination for Convenience:

The Procuring Agency, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the Contract is terminated, and the date upon which such termination becomes effective.

The Goods that are complete and ready for shipment after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and price. For the remaining Goods, the Procuring Agency may elect:

To have any portion completed and delivered at the Contract terms and prices; and / or
To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

16. MISCELLANEOUS (OTHER MATTERS)

17.1 This Contract shall be signed by the authorized representative from both Parties and both Parties shall abide by the relevant laws and regulations of Pakistan.

17.2 Both Parties shall keep the contents of this Contract confidential and shall not disclose it to any third party without the prior written consent of the other Party.

17.3 This Contract shall become effective upon being signed and stamped of the authorized representatives of both Parties. The Duration of this Contract is up to completion of supply of contractual quantity from the signing date of the Contract.

17.4 This Contract shall be made in two originals, one for each Party and expenses so incurred, shall be borne by the coal supplier

17.5 After both Parties signed the Contract, the clauses of the Contract shall not be changed without mutual agreement between the two Parties. For any matters not covered in this Contract, shall be settled by both Parties through signing a supplemental agreement under amendment to the contract.

17.6 The creditor's rights and debts of this Contract shall not be transferred, and the Coal Supplier shall not entrust other units to handle the settlement business.

17.7 Change of control

In the event of any actual or prospective change in the organization, control or management of Buyer or Seller, including without limitation, a change to the majority shareholding or privatization or equivalent process, this contract will not be changed or in any way modified and shall continue with full force and effect.

Neither the Procuring Agency nor the Supplier shall assign, as a whole or in part, obligations under this Contract, except with the prior written consent of the other party.

17.9 Notices

No notice or communication with respect to this contract shall be effective unless it is given in the English language in writing and delivered by hand in person or sent by courier or electronic mail to the other party at the address set out herein, or to such other address as each party otherwise notifies the other party.

Notices given by courier shall be deemed to have been delivered when received. Notices sent by electronic mail shall be deemed to have been received upon completion of successful transmission if sent during normal office hours at the place of receipt. Any electronic mail transmitted outside of normal office hours at the place of receipt shall be deemed to have been received on the next Business Day.

All notices, requests and other communications hereunder shall be addressed:

If to Buyer: Jamshoro Power Company Limited (JPCL)
Mohra Jabal, Dadu Road, Indus Highway,
Jamshoro. Email pdpiu@jpcl.com.pk

If to Seller: M/s xxxxxxxxxxxxxxxxxxxx.,

17.10 Amendment:

This Agreement can be amended only by agreement between the Parties in writing. No amendment of this Agreement will be effective without the prior written consent of parties.

17.11 Affirmation:

The Buyer or the Seller declares and affirms that it has not paid nor has it undertaken to pay and that it shall in the future not pay any bribes, pay-offs, kick-backs or unlawful commission and that it has not in any other way or manner paid any sums, whether in Pakistan currency or foreign currency and whether in Pakistan or abroad, or in any other manner given or offered to give any gifts and presents in Pakistan or abroad to any person or company to procure this Agreement, and the Company and the Seller undertake not to engage in any of such acts or similar acts during the Term in relation to this Agreement.

17.12 Severability:

The invalidity, illegality or unenforceability of anyone or more of the provisions of this contract shall, in no way affect or impair the validity and enforceability of the other provisions of the contract.

17.13 Confidentiality:

The existence of and terms of this contract shall be held confidential by the parties save to the extent that such disclosure is made to a party's banks, accountants, auditors, legal or other professional advisers, or as may be required by law, a competent court or a liquidator or administrator of a party, or the other party has consented in writing to such disclosure.

17.14 Indemnity:

Indemnification against Loss to Facility/Property/Equipment/Infrastructure of the Procuring Agency

17.14.1 The Supplier shall indemnify and hold harmless the Procuring Agency and its personnel against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:

- (a) bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the Supplier's performance under this Contract unless attributable to any negligence, wilful act or breach of the Contract by the Procuring Agency or its personnel; and
- (b) damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of the Supplier's performance under this Contract and is attributable to any negligence, wilful act or breach of the Contract by the Supplier or its Personnel, agents, subcontractors, or anyone directly or indirectly employed by any of them.

17.14.2 If any loss or damage happens to the Procuring Agency's facility, property, equipment, or infrastructure, as a result of any negligence, wilful act or breach of the Contract by the Supplier or its personnel, agents, subcontractors, or anyone directly or indirectly employed by any of them, the Supplier shall rectify the loss or damage at its own full risk and cost, so that the facility, property, equipment, or infrastructure as the case may be are in the same condition as prior to the loss or damage caused by the Supplier.

17.15 Entire Agreement:

This contract constitutes the entire agreement between the parties and supersedes all representations and prior agreements (both oral and written) in connection with the matters which are the subject of this contract. Each party acknowledges and represents that it has not relied on or been induced to enter into this contract by any representation, warranty or undertaking other than those expressly set out in this contract. A party is not liable to the other party for a representation, warranty or undertaking of whatsoever nature that is not expressly set out in this contract.

IN WITNESS WHEREOF the parties have executed this document contained xx Pages as of the respective dates specified below with effect from the Effective Date specified on the first page of this document.

Accepted:

For and On behalf of Jamshoro Power Company Limited (Procuring Agency)	For and on behalf of Coal Supplier (Supplier)
_____	_____
Name: Designation: CNIC:	Name: Designation: CNIC:
<i>In the Presence of Witnesses:</i>	
Witness No. 1	Witness No. 1
_____	_____
Name: Designation: CNIC:	Name: Designation: CNIC No.:
Witness No. 2	Witness No. 2
_____	_____
Name: Designation: CNIC:	Name: Designation: CNIC No.: