

**BIDDING DOCUMENT FOR BUYING COAL ON SPOT BASIS
BID NO. TNCB-13/CFPP/JPCL/2024-25**

**Procurement of 150,000 Metric Tons
(ICI-3 Grade Sub-Bituminous Coal)**

Under Guidelines of

**National Electric Power Regulatory Authority
(NEPRA)**

For

**660 MW Supercritical Coal Fired Power
Plant Located at Jamshoro, Sindh, Pakistan**

**NATIONAL COMPETITIVE BIDDING
(Single Stage - Two Envelope Procedure)**



**Jamshoro Power Company Limited,
Jamshoro Sindh**

PART-A
BIDDING PROCEDURE & REQUIREMENTS

SECTION I: INVITATION TO BIDS



Bid No. TNCB-13/CFPP/JPCL/2024-25

For

“Supply of 150,000 Metric Tons $\pm 1\%$ of ICI-3 Grade Sub-Bituminous Coal” on Spot Basis procedure under NEPRA at plant site, for 660 MW Coal Fired Power Plant located in Jamshoro Sindh. Pakistan”.

Invitation to Bidders

Date: 20-01-2025

1. This Invitation to Bidders follows the Procurement Advertisement (PA) PID (1) No. 4768/24 for the subject Procurement which appeared on National Newspapers on 17-01-2025 and JPCL/PPRA’s websites on 20-01-2025
2. JPCL now invites sealed bids from eligible bidders/Suppliers of coal who are Active Tax Payers, possessing *specific experience & capabilities* and satisfying *qualification & eligibility requirements* for the *“Supply of 150,000 Metric Tons $\pm 1\%$ of ICI-3 Grade Sub-Bituminous Coal”* on Spot Basis procedure under NEPRA at plant site, for 660 MW Coal Fired Power Plant located in Jamshoro Sindh. Pakistan.
3. The bidding shall be conducted in line with the **“single stage-two envelope”** procedure under Rule 36 (b) of the Public Procurement Rules, 2004 and the evaluation of bidding documents and award of contract shall be conducted in line with the NEPRA Guidelines on Spot Basis. The Coal Supply Contract and Coal Price Settlement is subject to relevant policies and approvals/decisions issued by NEPRA from time to time which include but not limited to Guidelines for Procurement of Coal on Spot Basis. The Coal Supply Contract is a part of Tender Document and will be executed by **“the Bidder(s)”** whose Bid (s) are lowest and within Ceiling Price, and determined as **“the Most Advantageous Bid (s)”** or **“Successful Bid(s)”**
4. The Tender Document can be obtained from PD PIU office on payment of Rs. 5000/- or can be downloaded from JPCL Website www.jpcl.com.pk. In case the tender document is downloaded from JPCL websites, the payment of Rs.5000/- must be made by Pay Order/ D.D in Favor of **“CEO Jamshoro Power Company Limited”** and the receipt must be attached with the Bid, at the time of its submission, without which the Bid will not be accepted.

The Ceiling Price, any Addendum/Corrigendum & Evaluation Reports will be uploaded on JPCL website only.

5. The Bidder shall furnish Bid Security of five percent (5%) of the quoted quantity and worked out as (quoted quantity × the quoted price × 5%) inclusive of taxes and duties, as a part of its Bid, in the form of CDR/Pay Order in favour of “CEO JPCL Jamshoro” and enclosed with Financial Proposal and evidence attached with Technical Proposal by hiding the amount, at the time of submission of bid. The name of Bidder must be shown on Bid Security. The Bid security must be prepared from Bidder’s Own Bank Account.
6. The bidder(s) will be provided reasonable response time to prepare and submit the bid. In order to achieve this, **the “Ceiling Price” required under NEPRA Guidelines, will be worked out as per Argus/McCloskey's Coal Price Index reports of last Friday and uploaded on JPCL Website in the last week of bid opening; 1st week of February.**
7. The hardcopy of Original Bid and a True Copy, properly filled in, stamped, signed, marked as “**Coal Bid**”; must be delivered by-hand or via a reliable courier to the office of Project Director PIU, Jamshoro Coal Fired Power Project, Mohra Jabal, Dadu Road, Indus Highway, Jamshoro at or before 1130 hrs. (PST) on Friday, 07-02-2025 The bids; “Technical Proposal” will be opened promptly thereafter at Conference Room, 1st Floor, Main Admin Building, Thermal Power Station, Jamshoro. at 1200 hrs. in the presence of bidders’ representatives who choose to attend.
7. The Bid must be submitted as per stipulated schedule before the Bid Closing Time, the Bids which are delivered after the deadline, will not be considered eligible and returned unopened. **No bidding documents will be issued on the due date of opening of the bid.**
8. A Pre-Bid Meeting will be held at 1200 Hrs. on Monday, 27-01-2025 at JPCL Conference Room, 1st Floor, main Admin Building, Thermal Power Station, Mohra Jabal, Jamshoro.
9. *The Procuring Agency reserves the right to reject any or all bids subject to relevant provisions of PPRA Rules, 2004 and may cancel the bidding process at any time prior to the acceptance of a bid or proposal under Rule-33(1) of said Rules.*

Project Director,
Jamshoro Coal Fired Power Project,
Mohra Jabal, Dadu Road, Jamshoro
Phone: 022 9213744, 022 9213742 email: pdpiu@jpcl.com.pk

CHECK LIST

SN	Form No.	Description	Conformance Yes/ No	Reference Page No.
Form-1 to Form-10 are to be enclosed with Technical Proposal (Separately Sealed)				
1.	Form -1	Letter of Bid - Technical Proposal		
2.	Form -2	Bidder Information Form		
3.	Form -3	Bidder's JV Member Information Form		
4.	Form -4	Undertaking for Bidder's Blacklisting / Eligibility Status on Stamp Paper of PKR 200/-		
5.	Form -5	Pending Litigation & History of Non-Performance of Contract		
6.	Form -6	Experience Summary Sheet		
7.	Form -7	Specific Experience		
8.	Form -8	Power of Attorney on Stamp Paper of PKR 1000/-		
9.	Form -9	Financial Situation		
10.	Form -10	Average Annual Turnover		
11.	Signed & stamped Copy of Duly Filled Delivery Schedule as given in Section- V-1 Scope of Supply			
12.	Evidence of Payment Tender Fees (Receipt/Pay order/CDR of PKR 5000/-)			
13.	Evidence of submission Bid Security without mentioning Amount (original Bid Security must be attached with Financial Proposal)			
14.	Certificate of Incorporation			
15.	JV Agreement (In case of JV)			
16.	Sales Tax Registration Certificate			
17.	NTN Registration Certificate			
18.	On Active Tax Payers List of FBR (evidence)			
19.	Experience Certificates			
20.	GD Of Import			
21.	References or testimonials from prior clients confirming the bidder's compliance			
22.	Audited Financial Statements of last Two (03) Years			
23.	Any other relevant Information /leaflet/literature/ brochures			

SN	From No.	Description	Conformance Yes/ No	Reference Page No.
Forms 11 to 12 are to be enclosed with Financial Proposal (Separately Sealed)				
24.	Form - 11	Letter of Bid – Financial Proposal		
25.	Form - 12	Price Schedule Form		
26.	-	Bid Security amount in shape of Pay order /CDR)		

Note:

1. All the forms of Section VI “Standard Forms” are required to be filled along with the requisite documents, signed and stamped on Company’s letterhead, and Affidavit should be on Stamp Papers
2. Experience Certificates / evidences/ proof of Experience, must be submitted as required in qualification criteria or in relevant forms.
3. Audited Financial Statements must be attached as required in qualification criteria or in relevant forms.
4. Receipt / Pay Order/ D.D in Favor of “CEO Jamshoro Power Company Limited” for the payment of Rs.5000/-, in case these tender documents downloaded from JPCL websites
5. Any other relevant Information /leaflet/literature/ brochures may be attached.
6. Original Bid Security must be attached with Financial Proposal but the Evidence of submission Bid Security /Copy should be attached with Technical Proposal **without mentioning Amount**
7. The copy of the above check list form may be attached with proposal with Conformance Remarks & Reference page number in the proposal for the ease of evaluation.

Attention. Financial Proposal / Price Schedule must be enclosed in sealed Financial Proposal. If bid price revealed with Technical Proposal in any case may lead to the rejection of Bid

Table of Contents

SECTION I: INVITATION TO BIDS	2
Invitation to Bidders	3
CHECK LIST.....	5
SECTION II: INSTRUCTION TO BIDDERS (ITBs)	9
A. INTRODUCTION	10
B. BIDDING DOCUMENTS	12
C. PREPARATION OF BIDS	14
D. SUBMISSION OF BIDS	17
E. OPENING AND EVALUATION OF BIDS	18
F. AWARD OF CONTRACT	22
G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM.....	25
H. MECHANISM OF BLACKLISTING	26
SECTION-III BID DATA SHEET.....	28
A. Introduction.....	29
B. Bidding Documents.....	29
C. Preparation of Bids.....	30
D. Submission of Bids.....	30
E. Opening and Evaluation of Bids	31
F. Award of Contract.....	33
G. Review of Procurement Decisions.....	33
SECTION IV. ELIGIBLE COUNTRIES.....	34
SECTION V: SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS.....	35
1. Scope of Supply	36
2. Eligibility and Qualification Criteria	40
3. EVALUATION AND AWARD CONTRACT	43
SECTION VI: STANDARD FORMS	45
1. Letter of Bid - Technical Proposal	46
2. Bidder Information Form.....	48
3. Bidder's JV Members Information Form	49
4. Blacklisting Mechanism	50
Undertaking of Eligibility / Non-Blacklisting	51

5. Pending Litigation & History of Non-Performance of Contract.....	52
6. Experience (Summary Sheet).....	53
7. Specific Experience.....	54
8. Power of Attorney.....	55
9. Financial Situation.....	56
10. Average Annual Turnover.....	57
11. Letter of Bid - Financial Proposal.....	58
12. Price Schedule Forms.....	60
SECTION VII: CONTRACT FORMS.....	61
Performance Security (or guarantee) Form.....	62
Integrity Pact.....	63
Declaration of Beneficial Owners.....	65
SPOT COAL SUPPLY CONTRACT AGREEMENT.....	68

SECTION II: INSTRUCTION TO BIDDERS (ITBs)

Instruction to Bidders

A. INTRODUCTION

1. Scope of Bid	1.1	The Procuring Agency (PA) invites Bids from prospective bidders/suppliers for the supply of ICI-3 Grade Sub bituminous Coal as specified in the Section V - Technical Specifications & Schedule of Requirements . The successful Bidders whose Bid Price is lowest and falls within the “ Ceiling Price ”, will be declared as “Successful Bidder”, upon accomplishment conditions’ precedent, will attain the status of “the Most Advantageous Bidder”, to deliver the coal under contract, to JPCL within the specified period and timeline(s) under NEPRA guidelines on buying coal on Spot Basis.
2. Source of Funds	2.1	Federal Government PSDP
3. Eligible Bidders	3.1	A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract.
	3.2	The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.
	3.3	Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.
	3.4	Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.

	3.5	The invitation for Bids is open to all prospective suppliers, or authorized agents/dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business.
	3.6	Foreign Bidders must be locally registered with the appropriate national incorporating body or the statutory body, before participating in this national competitive tendering with the exception of such procurements made by the foreign missions of Pakistan. For such purpose the bidder must have to initiate the registration process before the bid submission and the necessary evidence shall be submitted to the procuring agency along with their bid, however, the final award will be subject to the complete registration process.
	3.7	A Bidder shall not have a conflict of interest. A Bidder, who is found to have a conflict of interest, shall be disqualified.
	3.8	<p>A Bidder may be ineligible if;</p> <ul style="list-style-type: none"> (a) he is declared bankrupt or, in the case of company or firm, insolvent; (b) payments in favor of the Bidder are suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property; (c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property; (d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct; (e) the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration. (f) The firm, supplier and contractor are blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.

	3.9	Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
	3.10	Bidders shall provide evidence of their continued eligibility to the satisfaction of the Procuring Agency, as the Procuring Agency shall reasonably request.
4. Eligible Commodity	4.1	ICI-3 Grade Coal to be supplied under the contract shall have their origin in eligible source countries, for purpose of this Bid, ineligible countries are India and Israel .
5. One Bid per Bidder	5.1	A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
	5.2	A person or a firm cannot be a sub-contractor with more than one bidder in the same bidding process.
6. Cost of Bidding	6.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency shall, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. BIDDING DOCUMENTS

7. Contents of Bidding Documents	7.1	The Coal required, bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents which should be read in conjunction with any addenda include: Section I -Invitation to Bids Section II - Instructions to Bidders (ITBs) Section III - Bid Data Sheet Section IV - Eligible Countries Section V - Technical Specifications, <i>Schedule of Requirements</i> with Ceiling Price Matrix Section VI - Standard Forms of Bid Section VII - Contract Forms and Contract Format
	7.2	One Original and One Certified Copy to be completed and returned with the Bid
	7.3	The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all the information required in the Bidding Documents will be at the Bidder's risk and may result in the rejection of his Bid.

8. Clarification of Bidding Documents	8.1	A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address.
	8.2	The Procuring Agency will, within two (2) working days, after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids.
	8.3	Copies of the Procuring Agency's response will be forwarded to all Prospective Bidders through an identified source of communication, including a description of the inquiry, but without identifying its source. In all cases, whether purchasing hardcopies from designated offices or downloading of the Bidding Documents from the website of PA, the response of all such queries, addendum or corrigendum, will be available on the same link available at the website.
	8.4	Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so.
	8.5	The Bidder's designated representative will be invited at the Bidder's cost to attend a Pre-Bid Meeting at the place, date and time mentioned in the Tender Document. During Pre-Bid Meeting, prospective Bidders may request clarification of the Technical Specifications, Schedule of Requirement, the Evaluation Criteria, Payment Terms or any other aspects of the Bidding Documents.
	8.6	Minutes of the Pre-Bid Meeting, if applicable, including the text of the questions asked by Bidders, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the Pre-Bid Meeting, shall be made by the Procuring Agency exclusively through the use of an Addendum/Corrigendum. Non-attendance at the Pre-Bid Meeting will not be a cause for disqualification of a Bidder.
9. Amendment of Bidding Documents	9.1	Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or Pre-Bid Meeting, may modify the Bidding Documents by issuing addenda.

	9.2	<p>Any addendum issued including the notice of any extension of the deadline, shall be part of the Bidding Documents and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the bidders who have obtained the Bidding Documents, from the Procuring Agency. The Procuring Agency shall promptly publish the Addendum at the Procuring Agency’s web page.</p> <p>Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum, shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.</p>
	9.3	To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids.

C. PREPARATION OF BIDS

10. Language of Bid	10.1	The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid, exchanged by the Bidder and the Procuring Agency, shall be written in the English language.
11. Documents Constituting the Bid	11.1	<p>The Bid prepared by the Bidder shall constitute the following components: -</p> <ul style="list-style-type: none"> a) Standard Forms of Bid b) Form of Bid Price c) Undertaking that the Bidder is eligible and qualified for the subject bidding process; d) Undertaking that the Coal to be supplied by the Bidder is from eligible Districts and conform to the Bidding Documents; e) Bid security furnished as per required amount or percentage. f) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and g) Any other document required by the Procuring Agency
12. Form of Bid	12.1	The Bidder shall fill the Forms of Bid furnished in the Bidding Documents. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted.

13. Bid Prices	13.1	The Bid price, to be quoted in the Form of Bid Price, shall be the total price of the Bid at CPT Jamshoro in harmony with “Ceiling Price”.
	13.2	The Bidder shall quote the unit prices (Rupees/Metric Ton) or Rs. /MMBTU and total Bid price of the Coal it proposes to deliver under the contract.
14. Bid Currencies	14.1	Prices shall be quoted in the Pakistani currency.
15. Bid Validity Period	15.1	Bids shall remain valid for the period of 30 days after the Bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.
	15.2	Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders’ consent to an extension of the period of validity of their Bids only once, for the period not more than the period of initial bid validity. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security for the period of the extension in all respects.
16. Bid Security	16.1	The Bidder shall furnish Bid Security of five percent (5%) of the quoted quantity and worked out as (quoted quantity × the quoted price × 5%) inclusive of taxes and duties, as a part of its Bid, in the form of CDR/Pay Order and enclosed with Financial Proposal and evidence must be attached with Technical Proposal Document by hiding the amount at the time of submission of the bid. The name of Bidder must be shown on Bid Security. The Bid security must be prepared from Bidder’s Own Bank Account.
	16.2	The Bid Security shall be denominated in Pakistan currency and it shall be valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the Bidder;
	16.3	The Bid Security may be forfeited: a) if a Bidder:

		<ul style="list-style-type: none"> i) withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the bidder on the Form of Bid; or ii) does not accept the correction of errors; or <p>b) in the case of a successful Bidder, if the Bidder fails:</p> <ul style="list-style-type: none"> i) to sign the contract; or to furnish performance security.
	16.4	Any Bid not accompanied by a Bid Security shall be rejected by the Procuring Agency as non-responsive.
	16.5	<p>Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than twenty-eight (28) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security amount, after whichever of the following that occurs earliest:</p> <ul style="list-style-type: none"> (a) the expiry of the Bid Security; (b) the entry into force of a procurement contract and the provision of a performance security; (c) the rejection by the Procuring Agency of all Bids; (d) the withdrawal of the Bid prior to the deadline for the submission of Bids.
	16.6	The successful Bidder's Bid Security will be discharged upon the Bidder(s) signing the contract or furnishing the performance security. The Successful Bidder's Bid Security shall be adjustable in the amount of Performance Security.
17. Withdrawal, Substitution, and Modification of Bids	17.1	Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice.
	17.2	Bids requested to be withdrawn shall be returned unopened to the Bidders.
18. Format and Signing of Bid	18.1	The Bidder shall prepare an original and one certified copy of the Bid, clearly marking each "ORIGINAL" and "COPY," as appropriate. In the event of any discrepancy between the two, the original shall prevail.
	18.2	The original and the copy of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder.

	18.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bid.
--	------	--

D. SUBMISSION OF BIDS

19. Sealing and Marking of Bids	19.1	Being "Single Stage Two Envelope" Procedure, the Bid shall comprise two envelopes submitted simultaneously, one called the "Technical Proposal" and the other "Financial Proposal". Both envelopes to be enclosed together in an outer single envelope called the "Coal Bid". Each Bidder shall submit his bid as under: <ul style="list-style-type: none"> a) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope. b) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such. <p>The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed Procuring Agency.</p>
	19.2	The inner and outer envelopes shall: <ul style="list-style-type: none"> a) be addressed to the Procuring Agency at the address provided in the Bidding Documents; b) bear the name and identification number of the bidding and provide a warning "not to open" before the time and date for bid opening. c) In addition to the identification required hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late".
	19.3	If all envelopes are not sealed and marked as required or incorrectly marked, the Procuring Agency will assume no responsibility for the misplacement or premature opening of Bid.
20. Deadline for Submission of Bids	20.1	Bids shall be received by the Procuring Agency no later than the date and time specified in the Procurement Notice and Bidding Document.
	20.2	The Procuring Agency may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents, in which case all rights and obligations of the Procuring Agency and Bidders

		previously, subject to the deadline, will thereafter be subject to the new deadline.
21. Late Bids	21.1	The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids.
	21.2	Any Bid received by the Procuring Agency after the deadline for submission of Bids, shall be declared late, recorded, rejected and returned unopened to the Bidder.
22. Withdrawal of Bids	22.1	A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the Procuring Agency prior to the deadline for submission of Bids.
	22.2	Revised bid may be submitted after the withdrawal of the original bid.

E. OPENING AND EVALUATION OF BIDS

23. Opening of Bids	23.1	The Procuring Agency will open the Technical Proposal of Bids in public at the address, date and time specified in the Procurement Notice and Bidding Document, and the following read out and recorded: (a) the name of the Bidder; (b) the presence of evidence of a Bid Security and (c) the receipt of tender fee; in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The “Financial Proposals” will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.
	23.2	Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder’s representative, shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder’s Bid.
	23.3	No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder.
	23.4	The Bidders’ representatives who are present, shall be requested to sign on the attendance sheet. The omission of a Bidder’s signature on the record, shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders upon request.

	23.5	In Single Stage Two Envelope Bidding Procedure, after the evaluation and approval of technical proposal, the procuring agency shall, at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders subject to redressal of the grievances from all tiers of grievances.
24. Confidentiality	24.1	Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons, not officially concerned with such process, until the time of the announcement of the evaluation report.
	24.2	Any effort by a Bidder to influence the Procuring Agency on processing of Bids or award decisions, may result in the rejection of its Bid.
	24.3	From the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.
25. Clarification of Bids	25.1	To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency, shall not be considered.
	25.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication but no change in the prices or substance of the Bid shall be sought, offered, or permitted.
	25.3	The alteration or modification in the BID which may affect the following parameters will be considered as a change in the substance of a bid: <ul style="list-style-type: none"> a) evaluation & qualification criteria; b) required scope of work or specifications; c) all securities requirements; d) tax requirements; e) terms and conditions of bidding documents. f) change in the ranking of the bidder

	25.4	From the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid, it should do so in writing or in electronic forms that provide record of the content of communication.
26. Preliminary Examination of Bids	26.1	<p>Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:</p> <ul style="list-style-type: none"> a) meets the eligibility criteria b) has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents; c) has been properly signed; d) is accompanied by the required securities; and e) is substantially responsive to the requirements of the Bidding Documents. <p>The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.</p>
	26.2	<p>A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -</p> <ul style="list-style-type: none"> a) affects in any substantial way the scope, quality, or performance of the Services; b) limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or c) if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
	26.3	The Procuring Agency will confirm that the documents and information solicited, have been provided in the Bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the Bid shall be rejected.
	26.4	The Procuring Agency may waive off any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

	26.5	Provided that a “Technical Proposal of Coal Bid” is substantially responsive, the Procuring Agency may request the Bidder, to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities, shall not be related to any such aspect of the Coal Bid, linked with the ranking of the bidders. Failure of the Bidder to comply with the request, may result in the rejection of Bid.
	26.6	If a Bid is not substantially responsive, it will be rejected by the Procuring Agency.
27. Examination of Terms & Conditions; Technical Evaluation	27.1	The Procuring Agency shall examine the Coal Bid to confirm that all terms and conditions have been accepted by the Bidder without any material deviation or reservation.
	27.2	The Procuring Agency shall evaluate that the “Coal Bid” submitted, confirms to “ Schedule of Requirements and Technical Specifications ” of the Bidding Document without any material deviation or reservation.
	27.3	If the Procuring Agency determines that the “Coal Bid” is not substantially responsive, it shall reject the Bid.
28. Correction of Errors	28.1	<p>Bids determined to be substantially responsive, will be checked for any arithmetic errors. Errors will be corrected as follows:</p> <p>if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price, as quoted shall govern and the unit price shall be corrected;</p> <p>a) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and</p> <p>b) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.</p>

	28.2	The amount stated in the Bid will be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited.
29. Evaluation of Bids	29.1	The Procuring Agency shall evaluate and compare only the Bids determined to be substantially responsive.
	29.2	In evaluating the Coal Bid, the Procuring Agency shall use the criteria and methodologies listed in the NEPRA Guidelines in terms of eligibility & qualification requirements and technical specifications. No other evaluation criteria or methodologies shall be permitted.
	29.3	The comparison shall be between the "Ceiling Price" and the "Quoted Price". The bid prices which remain within Ceiling Price, the price mentioned in bidding document by Procuring Agency, will be declared as Successful Bids . The bid offers that exceed the Ceiling Price, will be declared as " Unsuccessful " or " Alternate Bids ".
30. Determination of Successful Bidder(s)	30.1	The Procuring Agency may adopt the Least Cost Based Evaluation Technique. The Bidders who offer mandatory quantity (5,000 Metric Tons) and the lowest price from the "Ceiling Price", shall be declared as the Successful Bidder(s).

F. AWARD OF CONTRACT

31. Criteria of Award	31.1	The Procuring Agency will award the Contract to the Bidder(s) whose Bid has been determined to be substantially responsive to the Bidding Documents and who has been declared as Successful Bidder(s), provided that such Bidder(s) have been determined as: <ul style="list-style-type: none"> a) eligible; b) qualified to perform the Contract satisfactorily; and c) Successful negotiations have been concluded, if any.
32. Negotiations	32.1	Negotiations may be undertaken with the Bidder (s) relating to the following areas: <ul style="list-style-type: none"> (a) pooling/ price matching to the lowest bid (b) a minor alteration to the technical details of the statement of requirements;

		<ul style="list-style-type: none"> (c) increase or decrease in quoted quantities for budgetary reasons; (d) a minor amendment to the conditions of Contract; (e) finalizing payment arrangements; (f) delivery arrangements; (g) the methodology for provision of related services; or (h) clarifying details that were not apparent or could not be finalized at the time of Bidding;
	32.2	Where negotiation fails to result into an agreement, the Procuring Agency may invite the next ranked Bidder for negotiations, till the award of required quantity of coal is completed and a firm order has been issued.
33. Procuring Agency's Right to reject All Bids	33.1	The Procuring Agency reserves the right to reject all the bids, and to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders.
	33.2	Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.
	33.3	The Procuring Agency shall, upon request, communicate to any Bidder the grounds for rejection of its Bids, but is not required to justify those grounds.
34. Procuring Agency's Right to Vary Quantities at the Time of Award	34.1	The Procuring Agency reserves the right, at the time of contract award, to increase or decrease the quantity of commodity by 15% to originally specified quantities in these Bidding Documents (schedule of requirements) without any change in unit price or other terms and conditions of the Tender Documents.
35. Notification of Award	35.1	Prior to the award of contract, the Procuring Agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids and notify the bidders accordingly through business emails and correspondence.
	35.2	Where no complaints have been lodged within one (1) day of issuance of Final Report, the Bidder(s) whose Bid(s) has/have been accepted, will be notified of the award by the Procuring Agency, prior to expiration of the Bid Validity period, in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the Procuring Agency will pay to the Most Advantageous Bidder(s) in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter called the " Contract Price " inclusive of taxes and duties).

	35.3	The notification of award will constitute the formation of the Contract, subject to the Bidder (s) furnishing 10% of Contract Price as Performance Security and signing of the contract.
	35.4	Upon the Most Advantageous Bidder's furnishing of the performance security, the Procuring Agency will promptly notify each unsuccessful Bidder, the name of the Most Advantageous Bidder(s) and the Contract amount and will discharge the Bid Security.
36. Signing of Contract	36.1	Promptly after notification of award, Procuring Agency shall send the Most Advantageous Bidder(s), the invitation to sign the agreement, incorporating all terms and conditions as agreed by the parties to the contract (The draft agreement is given in the Tender Document).
	36.2	Immediately after the Redressal of grievance by the GRC, and after fulfillment of all conditions' precedent of the Contract Form, the Most Advantageous Bidder(s)/the successful Bidder(s) and the Procuring Agency shall sign the contract.
	36.3	Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract.
37. Performance Security	37.1	After the receipt of the Letter of Acceptance, the Most Advantageous Bidder(s), within 05 days, shall deliver to the Procuring Agency a Performance Security in the amount of 10% of contract value and in the form denominated in the Letter of Acceptance and in accordance with the Conditions of Contract.
	37.2	The Performance Security may be provided by the Most Advantageous Bidder(s) in the following form; Telegraphic Transfer in JPCL account; IBAN: PK52ABPA0010022437060039
	37.3	Failure of the Most Advantageous Bidder(s) to furnish the Performance Security, shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Procuring Agency may make the award to the next ranked Bidder(s) or call for new Bids.
38. Payment	38.1	The payment will be made in following manner; 1) The Payment of the bidder(s) whose awarded quantity is below 25,000 Metric Tons, would be paid through Crossed Cheque in the favour of the Firm within thirty (30) days, against delivered, verified and accepted quantity of the coal at the project site and upon submission of invoices in quadruplicate along with "GDs with HS Code but without cost", "Weight Certificate" and "Laboratory Reports" duly signed by the Operating Committee constituted by

		<p>the Procuring Agency having Suppliers' representative as member or through Inland Letter of Credit (Sight), the cost of which shall be borne by the contractor/supplier.</p> <p>2) The Payment of the bidder(s) whose awarded quantity is more than 25,000 Metric Tons, would be paid through Inland Letter of Credit (Sight), the cost of establishing Letter of Credit, shall be borne by the contractor/supplier, when delivered, verified and accepted quantity of the coal at the project site exceeds 50% of awarded quantity and upon submission of invoices in quadruplicate along with "GDs with HS Code but without cost", "Weight Certificate" and "Laboratory Reports" duly signed by the Operating Committee constituted by the Procuring Agency having Suppliers' representative as member.</p> <p>The pro rata adjustments on account of CV and penalties will be made at the time of final payment on conclusion of the contract.</p> <p>Rate to be used for paying the Supplier's interest on the late payment, if made beyond 30 days, by Procuring Agency, shall be one (01) month KIBOR (<i>ask</i>).</p>
39. Arbitrator	39.1	The Arbitrator shall be appointed by mutual consent of the both parties as per the laws of Pakistan and mentioned in bidding document.
40. Corrupt & Fraudulent Practices	40.1	Procuring Agency as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid engaging in any corrupt and fraudulent practices.

G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

41. Constitution of Grievance Redressal Committee	41.1	Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement or Evaluation Committee.
--	------	---

42. GRC Procedure	42.1	Any party can file its written complaint against the continued eligibility parameters or qualification criteria or any other terms and conditions prescribed in the bidding documents, found contrary to provision of Procurement under NEPRA Guidelines for Buying Coal on Spot Basis, and the same shall be addressed by the GRC well before the bid submission deadline.
	42.2	Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid, may lodge a written complaint concerning his grievances, not later than one (01) day of the announcement of final evaluation report and determination of Successful Bidder(s).
	42.3	The GRC shall suspend the procurement proceedings and decide upon the complaint within three days of its receipt.

H. MECHANISM OF BLACKLISTING

43. Mechanism of Blacklisting	43.1	The Procuring Agency shall bar from participating in their respective procurement proceedings, the bidder or the contractor who are found either: <ul style="list-style-type: none"> i. Involved in corrupt and fraudulent practices; ii. Failed to perform his contractual obligations; and iii. Failed to abide by the bid securing declaration;
	43.2	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public/private procurements of all the procuring agencies.
	43.3	The procuring agency shall give minimum of seven (07) days to the bidder or contractor for submission of written reply of the show cause notice.
	43.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/authorized representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
	43.5	In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.

	43.6	The Procuring Agency shall give minimum of seven (7) days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.
	43.7	The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
	43.8	The Procuring Agency shall communicate to the bidder or contractor the order of debaring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty (30) days, prefer a representation against the order before the NEPRA.
	43.9	Such blacklisting or barring action shall be communicated by the procuring agency to the NEPRA and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
	43.10	The NEPRA committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
	43.11	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

SECTION-III BID DATA SHEET

Bid Data Sheet (BDS)

[The following specific data for the commodity to be procured, shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITBs). Whenever there is a conflict, the provisions herein shall prevail over those in ITBs.]

	BDS Clause Number	ITB Reference	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
--	-------------------	---------------	--

A. Introduction

1	Name of Procuring Agency	1.1	<i>JAMSHORO POWER COMPANY LIMITED, a company incorporated and existing under the laws of the Islamic Republic of Pakistan, having its principal place of business at Mohra Jabal, Dadu Road, Jamshoro, Pakistan.</i>
2	The Scope of procurement	1.1	<i>Supply of 150,000 +/- 1% Metric Tons of ICI-3 Grade Sub-Bituminous Coal at Project Site for 660 MW Supercritical Coal-Fired Power Plant Located at Jamshoro, Sindh, Pakistan</i>
3	Period for delivery of coal commodity	1.1	<i>Within 30 days from issuance of Purchase Order/Signing of Contract.</i>
4	Commencement date for delivery of Coal	1.1	<i>Immediately after issuance of the Purchase Order/signing of Contract</i>
5	Financial year for the operations of the Procuring Agency	1.1	<i>Financial Year 2024-25</i>
6	Identification number of the Contract	1.1	<i>TNCB-13/CFPP/JPCL/2024-25</i>
7	Maximum number of members in the joint venture, consortium or association	3.1	<i>Two (2) Nos</i>
8	Ineligible country(s)	4.1	<i>India and Israel</i>

B. Bidding Documents

9	The number of documents to be completed and returned	7.2	<i>One original and a certified copy of original</i>
10	The address for clarification of Bidding Documents	8.1	<i>Project Director PIU</i> <i>Jamshoro Coal Fired Power Project.</i> <i>Address: Jamshoro Power Company Limited (JPCL)</i> <i>Mohra Jabal, Sehwan Dadu Road Jamshoro</i> <i>Email: pdpiu@jpcl.com.pk</i> <i>Telephone: +92 (22) 9213744</i>

11	Pre-bid meeting will be held	8.5	<i>A Pre-Bid Meeting will be held at 1200 Hrs. on Monday, 27 January, 2025 at JPCL Conference Room, 1st Floor, main Admin Building, Thermal Power Station, Mohra Jabal, Jamshoro.</i>
-----------	------------------------------	------------	--

C. Preparation of Bids

12	The Language of all correspondences and documents related to the Bid	10.1	<i>English</i>
13	The currency of the Bid	14.1	<i>Pakistani Rupees</i>
14	The Bid Validity period	15.1	<i>Thirty (30) days from the date of opening of Bids</i>
15	The amount and form of Bid Security	16.1	<i>The Bidder shall furnish Bid Security of five percent (5%) of the quoted quantity and worked out as (quoted quantity × the quoted price × 5%) inclusive of taxes and duties, as a part of its Bid, in the form of CDR/Pay Order and enclose it with Financial Proposal and evidence must be attached with Technical Proposal by hiding the amount, at the time of submission of the bid.</i>
16	Written confirmation of authorization is:	18.2	<i>Notarized Authority Letter/ power of Attorney of the Bidder's representative, NIC No., Cell. No. Address and the identification deemed necessary by the Procuring Agency.</i>
17	The number of copies of the Bid to be completed and returned shall be	19.1	<i>Two (2); One Original and One True Carbon Copy</i>

D. Submission of Bids

18	Bid shall be submitted:	19.2(a)	<i>Office of Project Director, Jamshoro Coal Fired Power Project Mohra Jabal, Dadu Road, Jamshoro</i>
19	Title of the subject Procurement or Project name	19.2(b)	<i>Procurement of 150,000 ±1% Metric Tons of ICI-3 Grade Sub-Bituminous Coal for 660 MW Supercritical Coal-Fired Power Plant Located at Jamshoro, Sindh, Pakistan</i>
20	The deadline for purchasing and Downloading of Tender Document	20.1	<i>From Monday, 20-01-2025 to Thursday, 06-02-2025 up to 16:30 Hrs.</i>
21	The deadline for Bid submission	20.2	<i>Day: Friday Date: 07-02-2025 Time: 1130Hrs</i>

E. Opening and Evaluation of Bids

22	The Bid opening shall take place at:	23.1	<p><i>JPCL Conference Room, 1st Floor, Main Admin Building, Mohra Jabal, Dadu Road, JPCL Jamshoro</i></p> <p><i>Day: Friday</i></p> <p><i>Date: 07-02-2025</i></p> <p><i>Time: 1200 Hrs.</i></p>
23	Evaluation Techniques/ criteria	29.1	<p><i>Evaluation Criteria is based on the Eligibility and Qualification Criteria mentioned in Section V-Schedule of Requirements and The Financial Evaluation based on [Least Cost Based Selection (LCBS)]</i></p> <p><i>i) The evaluation criteria shall be based on conformity to technical specifications, eligibility and qualification criteria and the lowest quoted bid price to "Ceiling Price", computed and uploaded on JPCL website in the last week of bid submission.</i></p> <p><i>ii) For Qualification; securing minimum marks in each sub category is mandatory. Cumulatively, securing 50 marks are must for qualifying in Technical Evaluation. Failure to such qualification will render the bidder ineligible or disqualified.</i></p> <p><i>iii) 100% conformity to "eligibility criteria" and "technical specifications are mandatory".</i></p> <p><i>The bidders who secured the required qualified marks based on evaluation of qualification criteria and has passed the mandatory requirement of eligibility and technical specifications, and has offered the lowest coal price per Metric Ton on "Form of Bid Price" in comparison to "Ceiling Price", as per scope of supply defined at "Schedule of Requirements" of this Bidding Document, will be declared as "Successful Bidder(s)" and on fulfilment of conditions' precedent, the "most advantageous bidder(s)" and will be awarded with the Purchase Order/enter into Contract Agreement.</i></p> <p><i>iv) The evaluation committee shall evaluate the Technical Proposals. The bidder, who qualifies the Eligibility Criteria will be considered for technical and qualification evaluation, failure to such qualification will render the bidder ineligible or disqualified.</i></p>

		<p>v) <i>The Technical Evaluation of eligible bidders will be based on conformity to Eligibility criteria and Qualification score secured against each category of qualification criteria;</i></p> <p>vi) <i>The Bidder whose proposal found qualifying the Eligibility and Qualification Criteria will be declared as “Technically Responsive bidders” by the Evaluation Committee. A proposal shall be rejected at this stage if it fails to fulfill the eligibility criteria or fails to secure the minimum technical score indicated in the qualification criteria and declared as “Non-Responsive bidder”</i></p> <p>vii) <i>After the technical evaluation is completed, the procuring agency shall notify in writing, the bidder who declared “Technically Responsive bidders”, the date, time, and location, allowing a reasonable time, for opening the Financial Proposals. Suppliers’ attendance at the opening is not compulsory but who choose to attend, can participate.</i></p> <p>viii) <i>The financial proposals of Technically Responsive bidder(s) shall be opened in the presence of the representatives of the firms, who shall be invited for the occasion and who care to attend. The Procuring Agency shall inform the date, time, and address for opening of financial proposals. The total cost and major components of each proposal shall be publicly announced to the attending representatives of the firms.</i></p> <p>ix) <i>Financial proposals of the Non-Responsive bidder(s) shall be returned unopened.</i></p> <p>x) <i>The evaluation committee shall determine whether the financial proposals are complete and without computational errors. The lowest financial proposal (lowest Coal Price per Metric Ton as per Scope of Supply defined at Section-V Schedule of Requirement of this Bidding Document) quoted on “Form of the Bid Price” shall, subject to the PA’s satisfaction of the criteria for “Ceiling Price” communicated to suppliers through JPCL website during last week of opening of the bid, taking into</i></p>
--	--	---

			<i>account the Argus/McCloskey's Coal Price Index reports of last Friday and allied expenses as per Incoterm "CIF", custom duties and taxes etc., including inland transportation and incidental expenditure up to CPT Jamshoro, be declared as the "Most Advantageous Bidder(s)" as defined in NEPRA Guidelines on Buying Coal on Spot Basis.</i>
24	Ceiling Pricing Method	29.3	<i>Coal Price Indexation ICI-3 of Argus/McCloskey's Coal Price Index reports of last Friday and allied expenses as per Incoterm "CIF", custom duties and taxes etc., including inland transportation and incidental expenditure up to CPT Jamshoro through national competitive bidding (NCB) in accordance with NEPRA Guidelines Coal Buying on Spot Basis.</i>

F. Award of Contract

25	Percentage for quantity increase or decrease	35.2	<i>± 15% on the same rate, terms & conditions at the time of award of contract/Purchase Order.</i>
26	The Performance Security	35.3	<i>The amount (in PKR) equal to 10% of the Contract value will be obtained as Performance Security.</i>
27	The Performance Security shall be in the form of	37.2	Transfer Cheque/Telegraphic Transfer to JPCL account IBAN: PK52ABPA0010022437060039

G. Review of Procurement Decisions

28	Review of Procurement Decisions	42.1	The address of the JPCL <i>Office of the Chief Executive Officer, Mohra Jabal, Dadu Road, Jamshoro</i> The Address of NEPRA to submit a copy of grievance: Registrar NEPRA NEPRA Tower, (East, Ataturk Avenue, G-5/1 G-5, Islamabad
----	---------------------------------	------	--

SECTION IV. ELIGIBLE COUNTRIES

All the bidders are allowed to participate in the subject procurement without regard to nationality, except bidders of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement; process:

1. India
2. Israel

Ministry of Interior, Government of Pakistan has notified List of Business-Friendly Countries (BVL), information can be accessed through following link:

<http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L>

SECTION V: SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS

1. SCOPE OF SUPPLY & TESTING STANDARDS
2. DELIVERY SCHEDULE
3. ELIGIBILITY & QUALIFICATION CRITERIA
4. EVALUATION AND AWARD OF CONTRACT

1. Scope of Supply

1.1 Technical Specifications (Coal):

ICI-3 coal specification in terms of Net Calorific Value (NCV, ARB) typical and rejection ranges;

Sr. No.	Parameters	Basis	Unit	Typical	Rejection
1.	Total Moisture (TM)	ARB	% by weight	28	>30
2.	Net Calorific Value (NCV)	ARB	kCal/kg	4600	<4200
3.	Volatile Matter (VM)	Dry Ash Free	% by weight	30	≥33
4.	Sulfur	Air Dry	% by weight	0.6~0.8	>1.0
5.	Ash	Air Dry	% by weight	6~7	≥8
6.	HGI	-	-	46-50	<46 or >60
7.	Particle Size	-	mm	0.5-30	>30%
		-	mm	30-50	>69%
		-	mm	50-100	>1%

1.2 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

1.3 Delivery Schedule:

Description/ Scope of supply	Supply of 150,000 +/- 1% Metric Tons of ICI-3 Grade sub-bituminous coal, at Plant site for operations of 660 MW coal-fired power project, 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 PRFTC/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 0.5% of contract price per day of undelivered quantities, plus a sum equivalent to differential of any decrease in coal price per Metric Ton as per average monthly indexation of the ICI 3 as per Argus/McCloskey published price.
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.
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</p>

	<p>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 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>(For Details; Refer Clause 5. WEIGHING, SAMPLING AND ANALYSIS, of the Draft "Spot Coal Supply Contract Agreement in Section VII of the Tender Document)</p>
Initial coal testing <i>(OPTIONAL)</i>	<p>Initial coal testing will be carried out by the Supplier Ex Railway Loading Point, and results/ reports of such test in original will be submitted to the Procuring Agency against respective supply.</p> <p>(For Details; Refer Clause 5. WEIGHING, SAMPLING AND ANALYSIS, of the Draft "Spot Coal Supply Contract Agreement in Section VII of the Tender Document)</p>
Final testing and testing in case of dispute	<p>Final testing of cargo will be at Project Site, by Procuring Agency, 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>(For Details; Refer Clause 5. WEIGHING, SAMPLING AND ANALYSIS, of the Draft "Spot Coal Supply Contract Agreement in Section VII of the Tender Document)</p>
Rejection and Removal of Rejected Commodity	<p>Any coal supplied that does not conform to the specifications as given in Purchase Order/Contract Agreement, will be rejected and will be lifted by the Supplier at his own risk and cost within 15 days from the notice 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.</p>
Handling loss	<p>No shrinkage and Transportation Loss will be permitted/ borne/ paid by the Procuring Agency</p>
Delivery Schedule	<p>Within 30 days from issuance of Purchase Order which shall be issued within reasonable time upon placing of Purchase Order/signing of Contract Agreement.</p>

	In case of more than one successful supplier, the priority of supply will, mutually, be agreed and communicated by the Buyer to the suppliers.
Delivery/Discharge point	CPT Jamshoro

The Coal Supplier shall provide the Procuring Agency, the tentative schedule of supply in a manner to complete the whole awarded quantity in stipulated time period 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 Request for Quotation Documents, and I/We do hereby acknowledge that above mentioned Specifications of Coal with relevant terms and conditions and decisions issued by NEPRA for buying coal on Spot Basis, are acceptable; **I/we offer to supply the ICI-3 Grade Sub bituminous Coal with quantity of tons as follows;**

Items	Required Specification	Accept and Fulfill Specification (Yes/No)
ICI-3 Grade Sub-bituminous Coal	Detailed technical parameters based on 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

2. Eligibility and Qualification Criteria

3.1 Eligibility Criteria

[Bidder must be responsive in all categories described in the eligibility criteria. Noncompliance of any of the requirements mentioned in eligibility criteria will make the bid non-responsive.]

Sr. No.	Description Qualification Criteria	Submission Requirements for Verification	Evaluators' Assessment
1.	Contractor/Firm/Supplier be registered in Pakistan and must be from eligible countries	Certificate of Incorporation	
2.	No Conflict of Interest	Duly filled Form-1	
3.	Eligibility throughout the Contract Period	Duly filled Form-4 (undertaking	
4.	On Active Tax Payers List of FBR	Evidence	
5.	Sales Tax Registration Certificate	STRN Certificate	
6.	NTN Registration Certificate	NTN Certificate	
7.	Currently Firm is not Blacklisted in any public/private sector organization across Pakistan or any other State or International Financial Institution	Duly filled Form-4 (undertaking)	
8.	Only One Bid Submission by any Bidder	Duly filled Form-1	
9.	Pending Litigation shall be treated as resolved if not exceed fifty (50) percent of the Bidder's net worth.	Duly filled Form-5	
10.	Bid Validity period must be 30 days from the date of opening of bids	Duly filled Form-1	
11.	Bid security (Quoted Qty x Quoted Price inclusive of taxes x 5%) in the form of CDR/Pay Order (Original) to be enclosed with Financial Proposal and evidence must be attached with Technical Proposal by hiding the amount.	Evidence / copy of Bid Security Instrument	
12.	Un-conditional Bid	Duly filled Form-1	
13.	Non-performance of a contract did not occur as a result of Supplier's default since 1 st January,2023	Duly filled Form-5	
14.	No consistent history of court/arbitral award decisions against the Applicant since 1 st January 2023	Duly filled Form-5	

3.2 QUALIFICATION CRITERIA

[Credit Marks shall be awarded on the basis of following qualifications; securing minimum marks in each sub category is mandatory. Cumulatively, securing 50 marks are must for qualifying in Technical Evaluation. The bidders are required to attach the evidence against each statement where necessary]

Sr. No.	Description Qualification Criteria	Submission Requirements for Verification	Max. Points / Marks;	Evaluators' Assessment
1.0	Experience and Performance			
1.1	General Experience The bidder that has an experience of coal supply in Pakistan since last 2 years	Duly filled Form-6 along with experience certificates <i>(upto the extent of qualification criteria)</i>		
1.1.1	More than 100,000 Metric Ton		15	
1.1.2	50,000 to 100,000 Metric Ton		9	
1.1.3	Up to 50,000 Metric Ton		6	
1.2	Specific Experience The bidder that has performed the contract of providing the Imported Bituminous/Sub-bituminous Coal to the power sector under NEPRA guidelines for last two years OR an Import G.D from the last two years showing the import of coal. The G.D must be in the name of supplier.	Duly filled Form-7 along with experience certificates <i>(upto the extent of qualification criteria)</i>		
1.2.1	More than 100,000 Metric Ton		20	
1.2.2	50,000 to 100,000 Metric Ton		12	
1.2.3	Up to 50,000 Metric Ton		8	
1.3	Past Performance The bidder that has successfully provided Coal to the entire satisfaction of at least three clients in Power Sector or executed successfully three (03) Purchase Orders in Industrial Sector operating on imported coal since last five years	Duly filled Form-7 <i>References or testimonials from prior clients confirming the bidder's compliance</i>		
1.3.1	03 Purchase Order		15	
1.3.2	02 Purchase Order		10	
1.3.3	01 Purchase Order		5	

Sr. No.	Description Qualification Criteria	Submission Requirements for Verification	Max. Points / Marks;	Evaluators' Assessment
2.0	Financial Position			
2.1	Available Bank Credit Line /Cash Flows as reported in Financial Statements <i>The bidder's ability to deliver goods/services without relying on immediate payments, ensuring they have access to credit facilities or internal resources; (Average of Last Two Year)</i>	Duly filled Form-9 along with Audited Financial Statements of last 2 years		
2.1.1	500Million and above		15	
2.1.2	350 to 500Million		9	
2.1.3	200 to 350Million		6	
2.1.4	Less than 200Million		Nil	
2.2	Working Capital. <i>The bidder including each joint venture member, in case of joint venture, shall also demonstrate, that it has adequate sources of finance to meet the cash flow requirements on contracts currently in progress and for future contract commitments (Working capital here refers to "Total current assets less total current liabilities" (Average of Last Two Year)</i>	Duly filled Form-9 along with Audited Financial Statements of last 3 years		
2.2.1	500Million and above		20	
2.2.2	300 to 500Million		12	
2.2.3	150 to 300Million		8	
2.2.4	Less than 150Million		Nil	
2.3	Average Annual Turnover <i>Average annual turnover (Average Annual Sales Revenue) from supply of Coal, calculated as total certified payments received for contracts in progress and/or completed during the last three years.</i>	Duly filled Form-10 along with Audited Financial Statements of last 3 years		
2.3.1	1000Million and above		15	
2.3.2	700 to 1000Million		9	
2.3.3	400 to 700Million		6	
2.3.4	Less than 400Million		Nil	
Total Marks			100	
Qualification Marks <i>(The bidder must secure at least the minimum marks in each sub category and overall score to qualify for the bid)</i>			50	

3. EVALUATION AND AWARD CONTRACT

4.1 Criteria:

“Technical Proposal of Coal Bids” shall be opened on the date, time, and address given in Tender Document (TNCB-13), 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.

- 3.1.1 Documents submitted satisfy the requirements stipulated in Tender Document.
- 4.1.2. The quoted price must be market reflective and within the Ceiling Price.
- 4.1.3. The Bid validity period must be for 30 days as required by Tender Document.
- 4.1.4. The quoted quantity must not be lesser than 5,000 Metric Tons.
- 4.1.5 The Bid Security must be in required percentage & form to satisfy the requirements of the Buyer.

4.2 Methodologies:

- 4.2.1 The Least Cost Based Selection (LCBS) method shall be adopted for evaluation of Bids.
- 4.2.2 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.
(Refer BDS Clause 23)
- 4.2.3 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 bidder who fulfills Conditions’ precedent will be “the Most Advantageous Bidder(s)” and will be awarded with the Contract. The Bidder whose quoted Bid Price is higher than the “Ceiling Price”, will be declared as “Unsuccessful Bidder” or “Alternate 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:

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

- 4.2.4 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.

4.2.5 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.

4.2.6 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) Offer from a firm which is blacklisted at any level;
- e) Any erasing/cutting/overwriting and not signed by the authorized representative;
- f) Failure to submit the Bid Security may result in the rejection of Bids;
- g) Any Bid with the minimum quantity of coal below 5,000 tons will be rejected;
- h) The Supplier/Firm should not be blacklisted by the government/any agency;
- i) The origin of the spot coal should not be in the sanctions list i.e., India and Israel.

4.3 Award of Contract:

4.3.1 The Bidder whose quoted price is the lowest and lesser than the "Ceiling Price", shall be awarded the contract at its price.

4.3.2 Subsequently, the next contract will be awarded preferentially to the Bidder who accepts the lowest price, by the order of quoted price from low to high among successful Bidders.

4.3.3 The process shall be repeated until the Procurement Quantity is completed.

4.3.4 Unsuccessful Bidders will be considered as "Alternate Supplier(s)" in the order of their quotations from low to high. Any shortfall in the supply quantity will be purchased from the Alternate Supplier(s), preferably at the quoted lower price.

4.4 Award:

The Successful Bidders will be awarded with "Letter of Acceptance" to furnish 10% of Bid Value as "Performance Security" in shape of Telegraphic Transfer and complete the signing of the contract within five (5) days commencing from the date of issue of letter of intention to award the contract.

SECTION VI: STANDARD FORMS

Table of Forms

Form No.	Description
Form-1 to Form-10 are to be enclosed with Technical Proposal	
Form -1	Letter of Bid - Technical Proposal
Form -2	Bidder Information Form
Form -3	Bidder's JV Member Information Form
Form -4	Undertaking for Bidder's Blacklisting / Eligibility Status
Form -5	Pending Litigation & History of Non-Performance of Contract
Form -6	Experience Summary Sheet
Form -7	Specific Experience
Form -8	Power of Attorney
Form -9	Financial Situation
Form -10	Average Annual Turnover
Forms 11 to 12 are to be enclosed with Financial Proposal	
Form -11	Letter of Bid - Financial Proposal
Form -12	Price Schedule Form
-	Bid Security Amount in shape of Pay order / CDR

1. Letter of Bid – Technical Proposal

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

Place this Letter of Bid in the first envelope “TECHNICAL PROPOSAL”.

The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder’s complete name and business address.

Note: All italicized text in black font is to help Bidders in preparing this form and Bidders shall delete it from the final document.

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

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

Request for Bid No.: *[insert identification]*

To: [Jamshoro Power Company Limited]

We, the undersigned Bidder, hereby submit our Bid, in two parts, namely:

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

In submitting our Bid, we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including any addenda;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest;
- (c) **Bid/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Agency based on execution of a Bid Securing Declaration or Proposal Securing Declaration in the Procuring Agency’s country;
- (d) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirement; *Supply of 150,000 Metric Tons of ICI-3 Grade Sub-Bituminous Coal within 30 days of issuance of Purchase Order, for 660 Mw, Supercritical Coal-Fired Power Plant Located at Jamshoro, Sindh;*
- (e) **Bid Validity Period:** Our Bid shall be valid for the period 30 days from the date fixed for the Bid submission deadline, and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;
- (f) **Performance Security:** If our Bid is accepted, we commit to furnish a performance security in accordance with the bidding document;

- (g) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements;
- (h) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring Agency. Further, we are not ineligible under Pakistan laws;
- (i) **State-owned enterprise or institution:** [*[We are not a state-owned enterprise or institution]*];
- (j) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (k) **Not Bound to Accept:** We understand that you are not bound to accept the Most Advantageous Bid or any other Bid that you may receive; and
- (l) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

Name of the Bidder: **[insert complete name of Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder: *** [insert complete name of person duly authorized to sign the Bid]*

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

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

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

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

**: Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

2. Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below.
No alterations to its format shall be permitted and no substitutions shall be accepted.]

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

No.: [insert number of Bidding process]

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

Page _____ of _____ pages

1. Bidder's Name [insert Bidder's legal name]
2. In case of JV, legal name of each member: [insert legal name of each member in JV]
3. Bidder's actual or intended country of registration: [insert actual or intended country of registration]
4. Bidder's year of registration: [insert Bidder's year of registration]
5. Bidder's Address in country of registration: [insert Bidder's legal address in country of registration]
6. Bidder's Authorized Representative Information Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's Address] Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers] Email Address: [insert Authorized Representative's email address]
7. Attached are copies of original documents of [check the box(es) of the attached original documents] <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, <input type="checkbox"/> Establishing that the Bidder is not under the supervision of the Procuring Agency

3. Bidder's JV Members Information Form

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

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

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

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

Page _____ of _____ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above,

4. Blacklisting Mechanism **(For Non-Compliant Suppliers of Coal)**

These rules are laid down following *Guidelines for Procurement of Coal on Spot Basis (2nd January 2023)* and shall be updated in compliance with actual situations. Those blacklisted cannot do business in coal trading with the Buyer for 2 years.

The buyer will blacklist a supplier based on any of the conditions as follows:

1. Providing any forgery, falsification, or false information.
2. Malicious activities like Bid rigging, Bid collusion, or other acts of violating the bidding process.
3. The Successful Bidder fails to sign the contract or furnish the performance bond/security.
4. Fails to perform the contract except from force majeure officially verified.
5. Coal supplied with the content of mass tramp material, or shoddy/adulterated coal
6. The delivery schedule falls short of the requirements of quantity.
7. The buyer evaluates the contract performance to be poor in terms of quality and quantity of received coal has ever been blacklisted by official entities such as government agencies, ADB, World Bank, etc.
9. The supplied coal originates from a blacklisted or regulated region or is unlawfully traded.
10. It happens that the supplier does something to bring bad effects on the reputation of the Buyer.
11. Other necessary situations as the Buyer considers.

[The Bidder shall attach original affidavit of undertaking of Eligibility & non-Blacklisting duly authenticated by the relevant government agency on stamp paper of PKR 200/- on the format given hereafter]

Undertaking of Eligibility / Non-Blacklisting
(To be printed on Stamp Paper of PKR 200/-)

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

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

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

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

We acknowledge and accept that failure to notify the Procuring Agency of such changes in a timely manner may result in disqualification at any point in time.

We also understand that all capitalized but undefined terms shall have the meaning given to such terms under the Bidding Documents TNCB-13/CFPP/JPCL/2024-25

Very truly yours,

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

Witnesses

1 Signature

Name: _____

Address: _____

CNIC/Passport
No. _____

2 Signature

Name: _____

Address: _____

CNIC/Passp
ort No. _____

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

5. Pending Litigation & History of Non-Performance of Contract

(In case of JV; submitted for each member separately)

Bidder's Legal Name:

Date:.....

.....

Each Bidder must fill in this form

Non-Performed Contracts in accordance with Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur January 2023 <input type="checkbox"/> Contract(s) not performed since 2023			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and PKR equivalent)
		Contract Identification: Name of Procuring agency/Employer (PA): Address of PA: Reason(s) for nonperformance:	

Pending Litigation , in accordance with Qualification Criteria			
<input type="checkbox"/> No pending litigation <input type="checkbox"/> Pending litigation			
Year	Matter in Dispute	Value of Pending Claim in PKR	Value of Pending Claim as a Percentage of Net Worth

6. Experience (Summary Sheet)

Bidder's Legal Name:

Date:

Consortium/ JV Partner Legal Name:

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

#	Name of Project	Location of project	Name of Employer/ Client	Coal supplied in MT	Contract Award Date	Contract End Date

(Submit the experience certificates upto the extent to fulfill the requirement of Qualification Criteria)

7. Specific Experience

Bidder's Legal Name:

Date:

Consortium/ JV Partner Legal Name:

Fill up one (1) form per contract.

Contract of Similar Size and Nature			
Contract No	Contract Identification		
Award Date	Completion Date		
Role in Contract	Contractor		Sub-Contractor
Total Contract Amount (Indicative)	PKR		
If partner in a Consortium/ JV, specify participation of total contract amount (Indicative)	Percentage of Total Amount		
Employer's Name Address Telephone/Fax Number E-mail			

Note: The employer's/End User's Certificates on their letterhead should be attached.
upto the extent to fulfill the requirement of Qualification Criteria

8. Power of Attorney

KNOWN BY ALL THAT by this Power of Attorney [*insert name of Bidder²*] (the “**Bidder Company**”) having its head office situated at [•], does hereby nominate, appoint & authorize Mr. [•] S/o Mr. [•] and Mr. [•] S/o Mr. [•] (both of whose specimen signatures are appended below), on behalf of the Bidder Company, hereinafter referred to as the attorney, to sign the Bid, the ancillary documents, the Acceptance of Notice of Award and the Contract for Coal supply Services (if awarded the Notice of Award) and to act for and on behalf of the Bidder Company and to bind the Bidder Company in relation to the bidding process and all ancillary documents, instruments and evidences submitted pursuant thereto.

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

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

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

Signature

Name:

Designation:

Company:

Witnesses

1 Signature _____

Name: _____

Address: _____

CNIC/Passport
No. _____

2 Signature _____

Name: _____

Address: _____

CNIC/Passport
No. _____

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

9. Financial Situation

Bidder's Legal Name:

Date:

Each Bidder must fill in this form

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

Note 1: Attached are copies of financial statements in English language in the name of Bidder i.e., balance sheets including all related notes, and income statements for the last two (02) years, as indicated above, complying with the following conditions.

1. All such documents reflect the financial situation of the Bidder.
2. Historic financial statements must be verified by the auditors of the Bidder.
3. Historic financial statements must be complete, including all notes to the financial statements.
4. The financial information reflected above should be consistent with the corresponding information reported in the Financial Statements.
5. Historic financial statements must correspond to accounting periods already completed (no statements for partial periods shall be requested or accepted).
6. Soft copies of these financial statements in the form of CD/USB together with respective hard copies shall be provided.

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

10. Average Annual Turnover

Bidder's Legal Name:

Date:

Each Bidder must fill in this form

Annual Turnover Data for the Last Two (02)- Years	
Year	Amount Currency
	Average Annual Turnover

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

11. Letter of Bid - Financial Proposal

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

Place this Letter of Bid - Financial Proposal in the second envelope marked "FINANCIAL PROPOSAL".

The Bidder must prepare the Letter of Bid - Financial Proposal on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text is to help Bidders in preparing this form.

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

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

Name of Project.: *[insert identification]*

To: [Jamshoro Power Company Limited]

We, the undersigned Bidder, hereby submit the second part of our Bid, the "Financial Proposal".

In submitting our Financial Proposal, we make the following additional declarations:

- (a) **Bid Validity Period:** Our Bid shall be valid for the period of 30 days from date fixed for the bid submission deadline and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) **Total Price:** The total price of our Bid, excluding any discounts offered in item (c) below is:

The total price of the Bid is *[insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies];*

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

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

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

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

each commission or gratuity was paid and the amount and currency of each such commission or gratuity].

(e)

Name of Recipient	Address	Reason	Amount

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

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

Name of the Bidder: **[insert complete name of the Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder:

****** *[insert complete name of person duly authorized to sign the Bid]*

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

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

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

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

***: Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.*

12. Price Schedule Forms

[The bidder who offers competitive rates of 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" and compared with "Ceiling Price" to be declared as the "Most Advantageous Bidder"]

FORM OF BID PRICE

Based on the ICI-3 Grade coal quality, the Quoted Price on Spot Basis is as below:

Full Name of Bidder/Supplier/Firm
Ceiling Price of ICI-3 Grade COAL determined by the Procuring Agency based on Argus weekly indexation of last Friday of bid submission	_____Rs. /Metric Ton *Based on NCV 4600 Kcal/Kg (ARB), 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
Quoted Quantity	_____Metric Tons.
Quoted Price	_____Rs/Metric Ton *Based on ICI-3 Grade NCV 4600 Kcal/Kg (ARB), without GST, at CPT Jamshoro.
GST 18%	_____Rs. /Metric Ton
Quoted Price Grand Total including GST	_____Rs. /Metric Ton
Quoted Price % above or below the "Ceiling Price"
Discounts if any	-----Rs./Metric Ton
Existing Coal Inventory	_____ M.Tons, Location _____, at the moment. * Truthful / verifiable information must be provided.
Validity Period	_____Days, from Bid Opening Date

SECTION VII: CONTRACT FORMS

- 1. FORM OF PERFORMANCE GUARANTEE (After LOA/LOI)**
- 2. FORM OF INTEGRITY PACT (In case Contract Price is more than 10M PKR)**
- 3. DECLARATION OF BENEFICIARY OWNER (In case Contract Price is more than 50M PKR)**
- 4. CONTRACT FORMAT or PURCHASE ORDER**

Performance Security (or guarantee) Form

To: *Jamshoro Power Company Limited*

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* to delivery *[description of goods and services]* (hereinafter called “the Contract”).

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

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

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

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

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Integrity Pact

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

Contract Number: _____

Dated: _____

Contract Value: _____

Contract Title: _____

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

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

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

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

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

[Buyer]

[Seller/Supplier]

Declaration of Beneficial Owners

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts Over Fifty Million Pak Rupees as per PPRA S.R.O. 592(I) 2022

[In case of failure to provide the required information of the beneficial ownership by the company or submission of false or partial information, the procuring agency shall Blocklist the said company in accordance with rule 19 (1) (a) of Public Procurement Rules, 2004. and Reject the bid of the said company. The object or class of objects procured in contravention of any provision of S.R.O. 592(I) 2022 shall amount to mis-procurement]

1. Name

2. Father's Name/Spouse's Name

3. CNIC/NICOP/Passport No.

4. Nationality

5. Residential address

6. Email address

7. Date on which shareholding, control or interest acquired in the business.

8. In case of indirect shareholding, control or interest being exercised through intermediary companies, entries or other legal persons or legal managements in the chain of ownership or control, following additional particular to be provided

Sr. No	Particulars	
1.	Name	
2.	Legal Form (Company/Limited Liability Partnership/Association of Persons/Single Member Company/Partnership Firm/Trust/Any Other Individual/Body/Corporate (to be specified).	
3.	Date of Incorporation/Registration	

4.	Name of Registering Authority	
5.	Business Address	
6.	Country	
7.	Email Address	
8.	Percentage of Shareholding, Control or Interest of BO in the Legal Person or Legal Arrangement.	
9.	Percentage of Shareholding, Control or Interest of the Legal Person or Legal Arrangement in the Company.	
10.	Identify of Natural Person who ultimately owns or Controls the Legal Person or Arrangement.	

9. Information about the Board of Directors (Details shall be provided regarding number of shares in the capital of the company as said opposite respective names).

Sr. No	Particulars	
1.	Name and Surname (In block letters)	
2.	CNIC Number	
3.	Father's/Husband's name in full	
4.	Current Nationality	
5.	Any Other Nationality(ies)	
6.	Occupation	
7.	Residential Address in full or the Registered/Principal Office	

	Address for the Subscribers other than the Natural Person.	
8.	Number of shares taken by Cash Subscriber (in figures and words)	
9.	Total Number of shares taken in Figures and Words.	

10. Any other information incidental to or relevant to beneficial owner(s).

Name and signature

(Person authorized to issue notice on behalf of the company).

SPOT COAL SUPPLY CONTRACT AGREEMENT

for the supply of 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. TNCB-13/CFPP/JPCL/24-25

JAMSHORO POWER COMPANY (PRIVATE) LIMITED

(the “Buyer”)

AND

THE MOST ADVANTAGEOUS BIDDER

(the “Coal Supplier”)

FEBRUARY, 2025

The Spot Coal Supply Agreement (the "Agreement") is made on this-----day of February, 2025 at Jamshoro, Sindh Pakistan by and between the JAMSHORO POWER COMPANY (PRIVATE) LIMITED, a company incorporated under the laws of Pakistan, having its principal business office at Jamshoro, Sindh (the "**Company/Buyer**");

AND

M/s, a private limited company duly incorporated, organized and existing under the laws of Pakistan, having its registered office located at XXXXXXXXXXXX, (the "**Coal Seller/Supplier**" 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 ICI-3 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. The seller, if fails to furnish the Performance Security within stipulated time period 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 and the Supplier has furnished Performance Security in the form of Transfer Cheque/Telegraphic Transfer in JPCL account;
IBAN: PK52ABPA0010022437060039 and
- (b) the Buyer has issued firm Purchase Order.
- (c) Signing of Integrity Pact on given format, in case contract value is greater than 10Million
- (c) Submission of Declaration of Beneficial Owner in given format, if the contract value exceeds 50Million

Definitions and Rules of Interpretation:

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

Rupee/PKR	: The lawful currency of the Islamic Republic of Pakistan.
Actual NCV	: The net calorific value of the Coal expressed in kilocalorie(s) per kilogram (kCal/kg) as stated in the final report of analysis on "As Received Basis".
Acceptable Range	: The permissible range of variations in quality parameters set forth for coal delivered under this agreement
Benchmark Price	: The agreed Coal cost per metric ton basis 4,600 kCal/kg (NCV)
Actual Calorific Value	: The calorific value of the Coal as stated in the final certificate of analysis and expressed in BTU/Lb. (GAR) or kcal/kg (NAR);
ICI -3	: Indonesian Coal Index for ICI-3 Grade

Coal Index	: The monthly average index price stated in US\$ per Metric Ton, Indonesian Coal Index 4,600 kcal/kg (NCV), published under the heading “International Coal Indexes: Coal price indexes: month 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;
Delivery Period	: The 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 BTU per kilogram on “As Received Basis”
ISO	: The International Organization for Standardization
Kcal/kg	: The heating value of coal expressed in kilo-calories per kilogram
Metric Ton (MT)	: 1 metric ton of 1,000 kilograms or 2,204.62 lbs
Operating Committee	: The Committee appointed by the Buyer involving one member of the Supplier to oversee the weight measurement, 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
Ceiling Price	: As determined/ computed as per “Ceiling Price Computation Matrix” taking into account the ICI-3 coal index published by Argus/Mc Closkey on last Friday of Bid Opening Week
Coal	: Coal having quality parameters that conform to the coal specifications of the Buyer given in Tender Document.
Coal Specifications	: 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 a 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) standards 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 and 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
Interpretation	: In this Agreement: <ul style="list-style-type: none"> a) the headings are for convivence only and shall be ignored in construing or interpreting this Agreement: b) the singular includes the plural and vice versa 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 d) in carrying out its obligations and duties under this Agreement, each Party shall have an implied obligation of good faith.

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 ICI-3 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 xxxxx +/- 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 period, which conforms to and is in accordance with the 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 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 delivery of coal to the Place of Delivery. Coal transportation shall be the responsibility of the Coal Supplier. The coal transportation shall be conducted through Pakistan Railway Wagons and Rs. 100/Metric Ton, in addition to other charges, shall be payable to PRFTC for Infrastructure Development and cost of which may be covered in coal quoted price.
- 3.4.3 The Coal Supplier shall notify the Buyer of coal delivery on 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 coal ditch of the Plant.
- 3.4.6 Delivery Period must be complied with and all deliveries must be completed in stipulated time period mentioned in bidding document.
- 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 Delivery/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 period 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 period during working days, Sundays and holidays included.

4. QUALITY STANDARD

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

Sr. No.	Parameters	Basis	Unit	Typical	Rejection
1.	Total Moisture (TM)	ARB	% by weight	28	>30
2.	Net Calorific Value (NCV)	ARB	kCal/kg	4600	<4200
3.	Volatile Matter (VM)	Dry Ash Free	% by weight	30	≥ 33
4.	Sulfur	Air Dry	% by weight	0.6~0.8	>1.0
5.	Ash	Air Dry	% by weight	6~7	≥ 8
6.	HGI	-	-	46-50	<46 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.

4.1 Quality determination:

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

4.2 Tramp Material:

The Coal Supplier shall, at all times 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 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 the Coal shall be determined at the JPCL's Computerized Dynamic Weighbridge. The "Operating Committee" nominated by CEO JPCL, shall 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 PRFTC 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 PRFTC 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 PRFTC 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.

5.2 Sampling and Analysis:

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

according to ISO/ASTM/GB standards using auto or manual sampler, whichever available. A composite sample shall be split into 3 sub-samples, one for analysis by JPCL Lab, 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/GB testing and analysis procedures by a mutually agreed nationally/internationally recognized independent laboratory.

If the result of the umpire analysis is not within ISO/ASTM/GB tolerances of the Lab's result, then the umpire's analysis shall be final and binding.

If the result of the umpire analysis is within ISO/ASTM/GB tolerances of the Lab's result, then the original analysis shall be final.

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 amount per day of rejected quantity till such time the entire quantity is removed from the Site. or not make any payment if NCV of the supplied coal is below 4200 kCal/kg (if the coal has already been combusted).

6. COAL PRICE AND PAYMENT

Price Determination:

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.

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

6.1 Benchmark Price:

The Coal Supplier shall supply ICI-3 Grade Sub bituminous coal with the NCV benchmark of 4600 kCal/kg, and the quality specifications shall meet the requirements of Buyer's specified specifications. The delivered coal price shall be (XX-Rs. /MT plus General Sales Tax).

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 legislations, etc.

The Net Calorific Value (NCV) above 4600 kCal and below 4200Kcal/kg, the NCV Price shall be adjusted on the following formula:

$$\text{Adjusted Price} = \frac{\text{Actual NCV} \times \text{Benchmark Price}}{4600(\text{kCal/kg})}$$

Any NCV maximum limit above 5000 kCal/kg shall be accepted by Buyer without any adjustment and at the condition that the price is capped and the above-mentioned adjusted Price formulae shall not be applied beyond 5000 NCV.

The Buyer shall be entitled to reject the coal or not make any payment if NCV of the supplied coal is below 4200 kCal/kg (if the coal has already been combusted).

The Settlement Price= The Adjusted Price.

Pricing index applicable for Indonesian Coal will be ICI-3

6.2 Penalties on deviation from Typical Range

6.2.1 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 0.01% will be made in the commodity component price and contract price will be decreased accordingly.

6.2.2 If NCV is less than 4200Kcal/Kg, the lot(train) will be rejected at Supplier's costs.

The Purchaser will not make any payment, even if the Supplier does not take it back.

7. BILLING AND PAYMENT

7.1 Provisional/Interim Payment

- a) The Payment of the bidder(s) whose awarded quantity is below 25,000 Metric Tons, would be paid through Crossed Cheque in the favour of the Firm within thirty (30) days, against delivered, verified and accepted quantity of the coal at the project site and upon submission of invoices in quadruplicate along with "GDs with HS Code",

“Weight Certificate” and “Certificate of Analysis or Laboratory Reports” duly signed by the Operating Committee constituted by the Procuring Agency having Suppliers’ representative as member or through Inland Letter of Credit (Sight), the cost of which shall be borne by the coal supplier/seller.

- b) The Payment of the bidder(s) whose awarded quantity is more than 25,000 Metric Tons, would be paid 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 50% of awarded quantity and upon submission of invoices in quadruplicate along with “GDs with HS Code” “Weight Certificate” and “Certificate of Analysis or Laboratory Reports” duly signed by the Operating Committee constituted by the Procuring Agency having Suppliers’ representative as member.

The required documents for payment:

1. Seller’s commercial invoice;
2. Sales Tax Return for GST claim of 18%
3. Certificate of analysis;
4. Certificate of weight issued by the operating committee
5. “GDs with HS Code”

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

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 upon submission of the final Sales Tax Invoice along with the weight and quality certificate issued by the “Operating Committee” and relevant documents. Regarding the pro rota coal price adjustment based on the CV of the supplied coal with respect to benchmark CV, 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 the full price with all the applicable taxes including sales tax.
- 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.

7.3 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 for Late Payments:

In the event, the payment is made by the Buyer beyond payment due date, that is within 30 days from the date of submission of the invoice, 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 30 days 'time frame will freeze on the date of raising of 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 0.5% of contract price per day of undelivered quantities, **plus** a sum equivalent to differential of any decrease in coal price per Metric Ton as per average monthly indexation of the ICI 3 as per Argus/McCloskey published price.

8. PERFORMANCE SECURITY

The successful Bidder shall furnish a Performance Security of 10% of the total Contract Value to the Buyer in shape of Transfer Cheque / Telegraphic Transfer in JPCL account, within five (05) days after issuance of Letter of Acceptance by the Buyer to Seller (Performance Security = Quoted quantity x quoted price inclusive of GST × 10%), adjusting the already furnished amount on account of Bid Security.

The Performance Security shall be returned to the suppliers who will successfully, complete the contract, but it will be encashed/forfeited for the suppliers who fail to complete the contract.

The evidence of telegraphic transfer or transfer cheques shall be submitted along with company covering letter stating that Cheque No. XXX, issued by XXX, is for the amount of PKR XXX, is given to JPCL by stating the purpose of submission. The Bank Account details for submitting the Performance Security is:

Account Title: JPCL Account Bank
(IBAN): PK52ABPA0010022437060039

The Performance Security shall be provided to the Procuring Agency no later than the date specified in the Letter of Acceptance.

The amount of PG shall start to reduce pro rata with supply for the bidders who quote for 50,000 +/- 1% Metric Tons or more. On successful supply of 50% of the contracted quantity of coal i.e., 25,000 +/- 1% metric tons, 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 The Buyer may have the right to refuse the acceptance of coal if received after the Delivery Period and the transaction shall become cancelled and LDs shall be imposed on the Coal Supplier.

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

9.3 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 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 amount per day of rejected quantity till such time the entire quantity is removed from the Site, or not make any payment if NCV of the supplied coal is below 4200 kCal/kg (if the coal has already been combusted).

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 Sindh Environment Protection Agency or Port Qasim Authority, shall be obtained by the Coal Supplier for transportation and delivery of the coal. All environment risk or related risk arising from transportation and delivery shall be borne by the Coal Supplier.
- 11.2 The Coal Supplier shall fully accept 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 change.
- 11.4 The Coal Supplier shall guarantee that the supplied coal origin from India and Israel district 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 holds 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.

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. All NOCs. & Risks

- 14.1 All permits or NOC or agreements required by Sindh Environment Protection Agency, Port Qasim Authority, NLC or PRFTC shall be obtained by Bidders for transportation of coal. All environment risk or related risk arising from transportation shall be borne by Bidders.
- 14.2 Bidders shall be responsible for all the safety and insurance of its staff. Any damage, injury or loss caused by Bidders to the Buyer's property or employees shall be borne by Bidders.
- 14.3 Bidders shall make sure its staff to be assigned to the Power Plant shall hold no criminal record, and shall provide CNIC of its staff to the Buyer
- 14.4 Bidders are not allowed to provide false information and material. If any false information found, Bidders will be in the Buyer's "supplier blacklist" and will not be allowed for participating any bidding for stipulated time period.

15. SUB CONTRACT

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

16. 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:

- a) 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
- b) the Supplier fails to perform any other obligation(s) under the Contract;
- c) Supplier's failure to submit performance security within the time stipulated;
- d) the supplier has abandoned or repudiated the contract.
- e) the Procuring Agency or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- f) a payment is not paid by the Procuring Agency to the Supplier after 84 days from the due date for payment;
- g) 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
- h) 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.

16.2 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 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:

- a) To have any portion completed and delivered at the Contract terms and prices; and / or
- b) 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.

17. 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 in full force and effect.

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

17.8 Change Orders

The Procuring Agency may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:

- a) The place of delivery; and/or
- b) The commodity to be supplied by the Supplier.

If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency change order.

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: Seller's adress xxxxxxxxxxxx

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 any one 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 as of the respective dates specified below with effect from the Effective Date specified on the first page of this document.

Accepted:

**JAMSHORO POWER COMPANY
LIMITED,**

(signed by fully authorized signatory)

Date:

Signed for and on behalf of:

Name:

Title:

WITNESSES:

Signature: _____

Name: _____

Title:

Signature: _____

Name: _____

Title:

“ Supplier”

(signed by fully authorized signatory of)

Date:

Signed for and on behalf of:

Name:

Title:

WITNESSES:

Signature: _____

Name: _____

Title:

Signature: _____

Name: _____

Title: