

# **BIDDING DOCUMENTS**

**TENDER NO. TNCB-18/AMMONIA/CFPP/JPCL/2025**

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**SUPPLY OF AQUEOUS AMMONIA  
MINIMUM 20~25% CONCENTRATION**

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**For**

**660MW COAL FIRED POWER PLANT JAMSHORO**

**(Single Stage - One Envelope Procedure)**

**(National Competitive Bidding)**



**JAMSHORO POWER COMPANY LIMITED,  
JAMSHORO SINDH**

**AUGUST 2025**

**PART-A**  
**BIDDING PROCEDURE & REQUIREMENTS**

**SECTION I: INVITATION TO BIDDERS**



**TENDER No. TNCB-18/AMONIA/CFPP/JPCL/2025**

For

**SUPPLY OF AQUEOUS AMMONIA MINIMUM 20~25% IN SPECIALIZED AQUEOUS  
AMMONIA BOWSER WITHOUT CONTAMINATION DELIVERED AT PLANT SITE  
JAMSHORO**

**Invitation to Bidders**

Date: 21-08-2025

1. This Invitation to Bidders follows the Procurement Advertisement (PA) for the subject Procurement which appeared on PPRA-EPADS and JPCL websites on [-2025] and published in "Daily The News" and "Jang ePaper" newspapers on 21-08-2025 for wide circulation and healthy competition.
2. The JPCL has reserved Funds for the procurement planned for FY 2025-26. and intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "Supply of Aqueous Ammonia minimum 20~25% concentration in Specialized Aqueous Ammonia Bowser without contamination delivered at plant site Jamshoro"
3. JPCL now invites bids from eligible Bidders, Firms/ Manufacturers/ Distributors/Suppliers of Chemicals, who are Active Taxpayers and registered on EPADS for the supply of **Aqueous Ammonia minimum 20~25% concentration** with detail given in "Schedule of Requirement" Section-V of this Tender Document, to Jamshoro Power Company Limited (JPCL), a Government Owned Entity, under GENCO Holding Company Limited (GHCL), Ministry of Energy (Power Division) Islamabad.
4. The bidding shall be conducted in line with the "**Single stage-one envelope**" procedure by adopting "least cost based selection (LCBS)" technique for the subject procurement, in line with Rule 36 (a) of the Public Procurement Rules, 2004 and any Regulations, and Instructions issued by the Authority (from time to time) and is open to all eligible bidders registered on EPADS.
5. E-Tender documents, containing detailed terms & conditions, specifications and requirements etc. are available online and can be downloaded from JPCL Website [www.jpcl.com.pk](http://www.jpcl.com.pk) and PPRA-E-Pak Acquisition & Disposal System (EPADS) at [www.eprocure.gov.pk](http://www.eprocure.gov.pk). Bidders are requested to keep visiting EPADS and JPCL's official website to seek the updated information/Amendment, if any. Bidders can seek any clarification through EPADS, three days prior to submission deadline of the bids.
6. All Bids must be accompanied by a Bid Security amounting to 5% of the estimated value of goods in PKR, in the shape of CDR / Pay Order /Bank Guarantee on the prescribed format in favour of "CEO JPCL Jamshoro" and upload the scanned copy on EPADS along with the bid and original bid security must be delivered by hand or through courier to reach "On or before 11300 Hours" on Tuesday, 09-09-2025 at Director Procurement, 2nd Floor, Main Admin Building TPS Jamshoro, before the online submission deadline of bids without which the respective bids will not be accepted and opened.
7. The e-bids, prepared in accordance with the instructions in the e-Bidding Documents, must be submitted through EPADS on or before 11300 Hours on Tuesday, 09-09-2025. E-bids will be opened on the same day at JPCL Conference hall, 1<sup>st</sup> Floor, Main Admin Building,

Jamshoro at 1200Hrs. Manual submission of Bids shall not be entertained except Bid Security. (One hard copy of bid may also be submitted with Procuring Agency for ease of evaluation. In case of any dispute, the bid uploaded on EPADS shall prevail).

8. In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) has been notified for the subject procurement and notification copy is available on the procuring agency's website ([www.jpcl.com.pk](http://www.jpcl.com.pk)) and on Authority's website at ([www.ppra.org.pk](http://www.ppra.org.pk)).
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  
emails: [pdpiu@jpcl.com.pk](mailto:pdpiu@jpcl.com.pk)

## Check List

Form No.	NAME OF BID FORM	REQUIREMENT
1.	Form of Bid	On Bidder(s)/Firm's letterhead with date and signed by authorized Representative and stamped.
2.	Bidder Information Form	
3.	Price Schedule: Form of Bid Price	On Bidder(s)/ Firm's letterhead with the date and signed by Authorized Representative and stamped.
4.	Form of Bid Security	<i>The bank shall fill in the Bank Guarantee Form as per standard practices. (Filling of this Form is not required if Bid Security is submitted in shape of CDR / Pay Order)</i>
5.	Pending Litigation	On Bidder(s)/ Firm's letterhead with the date and signed by Authorized Representative and stamped. (Accompanied with evidence / Experience Certificates)
6.	Specific Experience (Summary Sheet)	
7.	Power of Attorney(s)	To be dated and signed by Authorized Representative, duly notarized, and stamped on <b>PKR 200/- e-Stamp Paper</b>
8.	Undertaking of Eligibility/Non-Blacklisting	To be dated and signed by Authorized Representative, duly witnessed, notarized and stamped on <b>PKR 200/- e-Stamp Paper</b>
9.	Average Annual Turnover	On Bidder(s)/ Firm's letterhead with the date and signed by Authorized Representative and stamped. (Accompanied with Audited Financial Statements)

**Note:**

1. All the forms of Section VI "Standard Bid Forms" are required to be filled in along with the requisite documents, signed and stamped on letterhead/ Stamp Papers as mentioned against each above.
2. Proof of Experience must be submitted as required in qualification criteria.
3. Audited Financial Statements /Bank Statement must be attached as required in qualification criteria.
4. Any other relevant Information /leaflet/literature/ brochures may be attached.

***Note: The Bid must be uploaded on PPRA- EPADS and hardcopy must be delivered to "Director Procurement, 2<sup>nd</sup> Floor, Main Admin Building, TPS Jamshoro. No bid will be accepted without EPADS.***

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## **SECTION II: INSTRUCTION TO BIDDERS (ITBs)**

## A. INTRODUCTION

<b>1. Scope of Bid</b>	1.1	The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the Supply of Aqueous Ammonia minimum 20~25% concentration in specialized Aqueous Ammonia Bowser without contamination delivered at Coal Fired Power Plant Located at Jamshoro, Sindh Pakistan, as specified <b>Section V - Schedule of Requirements</b> . The successful Bidders will be expected to deliver the Ammonia within the specified period and timeline(s) as stated in the <b>BDS</b> .
<b>2. Source of Funds</b>	2.1	From the PA's own resources.
<b>3. Eligible Bidders</b>	3.1	A Bidder may be a natural person, company or firm and Manufacturer/Distributor/Supplier or public or semi-public agency of Pakistan <i>registered with PPRA-EPADS and Income Tax and Sales Tax Departments, who are on Active Taxpayer List of FBR</i> and are in possession of chemical handling license/transport license/or environmental NOC
	3.2	Deleted
	3.3	Deleted
	3.4	Deleted <b>Joint Venture, Consortium or Association not allowed</b>
	3.5	The invitation for Bids is open to all prospective suppliers, manufacturers, distributors 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 the national/international 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. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they: <ul style="list-style-type: none"> <li>a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.</li> <li>b) have controlling shareholders in common; or</li> <li>c) receive or have received any direct or indirect subsidy from any of them; or</li> <li>d) have the same legal representative for purposes of this Bid; or</li> <li>e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or</li> <li>f) Submit more than one Bid in this Bidding process.</li> </ul>
*	3.8	A Bidder may be ineligible if; <ul style="list-style-type: none"> <li>(a) he is declared bankrupt or, in the case of company or firm, insolvent;</li> <li>(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</li> </ul>



		<p>accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;</p> <p>(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;</p> <p>(d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct;</p> <p>(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.</p> <p>(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.</p>
	3.9	Bidders shall provide to the Procuring Agency with 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.
	3.11	Deleted
<b>4. Eligible Goods and Related Services</b>	4.1	All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this Bid, ineligible countries are stated in the section - 4 titled as "Eligible Countries".
	4.2	For purposes of this Clause, "origin" means the place where the goods are mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components or the place from where the related services are to be supplied.
	4.3	The nationality of the supplier that supplies, assembles, distributes, or sells the goods and services shall not determine the origin of the goods.
	4.4	To establish the eligibility of the Goods and the related services, Bidders shall fill the country of origin declarations included in the Form of Bid.
	4.5	Deleted
<b>5. One Bid per Bidder</b>	5.1	A bidder shall submit only one Bid, in the same bidding process and cannot be a sub-contractor with more than one bidder in the same bidding process.
	5.2	Deleted
	5.3	A person or a firm cannot be a sub-contractor with more than one bidder in the same bidding process.
<b>6. Cost of Bidding</b>	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

<b>7. Contents of Bidding Documents</b>	7.1	<p>The goods required, bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation to Bids, the Bidding Documents which should be read in conjunction with any addenda issued in accordance with ITB - 9.2 include:</p> <p><b>Section I</b> - Invitation to Bids</p> <p><b>Section II</b> Instructions to Bidders (ITBs)</p>
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		<p><b>Section III</b> Bid Data Sheet (BDS)</p> <p><b>Section IV</b> Eligible Countries</p> <p><b>Section V</b> Technical Specifications, Schedule of Requirements</p> <p><b>Section VI</b> Forms of Bid</p> <p><b>Section VII</b> General Conditions of Contract (GCC)</p> <p><b>Section VIII</b> Special Conditions of Contract (SCC)</p> <p><b>Section IX</b> Contract Forms</p>
	7.2	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.
<b>8. Clarification of Bidding Documents</b>	8.1	<p>A prospective Bidder requiring any clarification regarding Tender Documents may notify the Procuring Agency in writing through EPADS up to three days prior to the deadline for the submission of bids. The procuring agency shall respond promptly and in writing to any request by a bidder for clarification of the bidding documents and, in any event, no later than two days prior to the deadline for the submission of bids or proposals.</p> <p>Responses to requests for clarification shall be communicated simultaneously and in writing to all bidders participating in the procurement proceedings. No bidder shall be allowed to alter or modify his bid after the bids have been opened. However, the procuring agency may seek and accept clarification to the bid that does not change the substance of the bid, through EPADS.</p>
	8.2	The Procuring Agency's response will be uploaded on the EPADS, including a description of the inquiry.
	8.3	Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of clarification, it shall do so following the procedure under <b>ITB - 9</b> .
	8.4	If indicated in the BDS, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned in the BDS. During this pre-bid meeting, prospective bidder(s) may request clarification(s) regarding the schedule of requirements, the Evaluation Criteria or any other aspects of the bidding document.
	8.5	Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS. Any modification to the bidding document that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 9.
	8.6	To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its bid including breakdown of prices, through EPADS. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered. No change in the prices or substance of the bid shall be sought, offered, or permitted. The alteration or modification in the bid which in any way affect the following parameters will be considered as a change in the substance of a bid: 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; and f) change in the ranking of the bidders. From the time of bid(s) opening to the

		time of contract award, if any bidder wishes to contact the procuring agency on any matter related to the bid, it should do so in writing or through electronic form that provides record of the content of communication.
<b>9. Amendment of Bidding Documents</b>	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 may modify the Bidding Documents by issuing addendum
	9.2	Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document pursuant to ITB 7.1 shall be uploaded on EPADS as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the BDS: Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.
	9.3	To give prospective Bidders a reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids.  Provided that the Procuring Agency shall extend the deadline for submission of Bid, if such an addendum is issued within the last three (03) days of the Bid submission deadline.

### C. PREPARATION OF BIDS

<b>10. Language of Bid</b>	10.1	The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency shall be written in the English language unless specified in the <b>BDS</b> . Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the <b>BDS</b> , in which case, for purposes of interpretation of the Bidder, the translation shall govern.
<b>11. Documents and Sample(s) Constituting the Bid</b>	11.1	The Bid prepared by the Bidder shall constitute the following components: -  a) Form of Bid and Bid Prices completed in accordance with <b>ITB - 14 and 15</b> ; b) Documentary evidence established in accordance with ITB - 13 that the Bidder is eligible and/or qualified for the subject bidding process; c) Documentary evidence established in accordance with ITB - 12 that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents; d) Bid security or Bid Securing Declaration furnished in accordance with <b>ITB - 18</b> ; e) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and f) Any other document required in the <b>BDS</b> .
	11.2	Deleted
	11.3	Deleted
	11.4	Deleted

	11.5	Deleted
	11.6	Deleted
<b>12. Documents Establishing Eligibility of Goods and Related Services and Conformity to Bidding Documents</b>	12.1	Pursuant to <b>ITB - 11</b> , the Bidder shall furnish, as part of its Bid, all those documents establishing eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver.
	12.2	Deleted
	12.3	The documentary evidence of conformity of the goods and related services to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of: <ul style="list-style-type: none"> <li>a) a detailed description of the essential technical specifications and performance characteristics of the Goods;</li> <li>b) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;</li> <li>c) any other procurement specific documentation requirement as stated in the <b>BDS</b>.</li> </ul>
	12.4	The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the <b>BDS</b> following commencement of the use of the Goods by the Procuring Agency.
	12.5	For purposes of the commentary to be furnished pursuant to <b>ITB - 12.3(c)</b> above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the Procuring Agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
	12.6	The required documents and other accompanying documents must be in English. In case any language other than English is used, the pertinent translation into English shall be attached to the original version.
<b>13. Documents Establishing Eligibility and Qualification of the Bidder</b>	13.1	Pursuant to <b>ITB - 11</b> , the Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its Bid is accepted.
	13.2	The documentary evidence of the Bidder's eligibility to Bid shall establish to the satisfaction of the Procuring Agency that the Bidder, at the time of submission of its bid, is from an eligible country as defined in Section - 4 titled as "Eligible Countries".
	13.3	The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the satisfaction of Procuring Agency that:

		<p>a) the Bidder has the financial, technical, and supply or production capability necessary to perform the Contract, meets the qualification criteria specified in <b>BDS</b>.</p> <p>b) in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in Pakistan equipped, and able to carry out the Supplier's obligations prescribed in the Conditions of Contract and/or Technical Specifications.</p> <p>c) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.</p>
<b>14. Form of Bid</b>	14.1	The Bidder shall fill in the Form of Bid, furnished in the Bidding Documents. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted.
<b>15. Bid Prices</b>	15.1	The Bid Prices and discounts quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below in ITB Clause 15 or exclusively mentioned hereafter in the bidding documents.
	15.2	All items in the Statement of Work must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items.
	15.3	Deleted
	15.4	The Bid price to be quoted in the Form of Bid in accordance with <b>ITB - 15.1</b> shall be the total price of the Bid, excluding any discounts offered.
	15.5	The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the goods it proposes to deliver under the contract.
	15.6	Deleted
	15.7	Deleted
	15.8	Prices quoted by the Bidder shall be <b>fixed</b> during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITB - 28.
	15.9	Deleted
<b>16. Bid Currencies</b>	16.1	<p>Prices shall be quoted in the following currencies:</p> <p>For goods and services that the Bidder will deliver from within Pakistan, the prices shall be quoted in Pakistani Rupees, unless otherwise specified in the <b>BDS</b>.</p>
	16.2	Deleted
	16.3	Deleted
	16.4	Deleted
<b>17. Bid Validity Period</b>	17.1	Bids shall remain valid for the period specified in the <b>BDS</b> after the Bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of Bid validity will be determined from the complementary bid securing instrument i.e., the expiry period of bid security or bid securing declaration as the case may be.

	17.2	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 under <b>ITB - 18</b> shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. 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 or Bid Securing Declaration for the period of the extension, and in compliance with <b>ITB - 18</b> in all respects.
	17.3	If the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Bid validity period, the contract price may be adjusted by a factor specified in the request for extension. However, the Bid evaluation shall be based on the already quoted Bid Price without taking into consideration the above correction.
<b>18. Bid Security or Bid Securing Declaration</b>	18.1	Unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, in the amount and currency specified in the BDS or Bid Securing Declaration on the format provided in Section VI (Bid Forms) The scanned copy of the Bids Security shall be uploaded in the EPADS while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.
	18.2	The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to <b>ITB - 18.9</b> .
	18.3	<p>Bid Security shall be denominated in the local currency, and it shall be in the form specified in the <b>BDS</b> which shall be in any of the following:</p> <ul style="list-style-type: none"> <li>a) a bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency and 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;</li> <li>b) a cashier's or certified cheque; or</li> <li>c) another security if indicated in the <b>BDS</b></li> </ul>
	18.4	The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in <b>Section - VI (Standard Forms)</b> or another form approved by the Procuring Agency prior to the Bid submission.
	18.5	The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in <b>ITB - 18.9</b> are invoked.

	18.6	Any Bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with <b>ITB - 18.1 or 18.3</b> shall be rejected by the Procuring Agency as non-responsive, pursuant to <b>ITB - 28</b> .
	18.7	<p>Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to <b>ITB - 17</b>. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:</p> <ul style="list-style-type: none"> <li>(a) the expiry of the Bid Security;</li> <li>(b) the entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Bidding documents;</li> <li>(c) the rejection by the Procuring Agency of all Bids;</li> <li>(d) the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Bidding documents stipulate that no such withdrawal is permitted.</li> </ul>
	18.8	The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to <b>ITB - 41</b> , or furnishing the performance security (or guarantee), pursuant to <b>ITB - 42</b> .
	18.9	<p>The Bid Security may be forfeited or the Bid Securing Declaration executed:</p> <ul style="list-style-type: none"> <li>a) if a Bidder: <ul style="list-style-type: none"> <li>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 except as provided for in <b>ITB - 17.2</b>; or</li> <li>ii) does not accept the correction of errors pursuant to <b>ITB - 30.3</b>; or</li> </ul> </li> <li>b) in the case of a successful Bidder, if the Bidder fails: <ul style="list-style-type: none"> <li>i) to sign the contract in accordance with <b>ITB - 41</b>; or</li> <li>ii) to furnish performance security (or guarantee) in accordance with <b>ITB - 42</b>.</li> </ul> </li> </ul>
<b>19. Alternative Bids by Bidders</b>	19.1	Deleted
	19.2	Deleted
	19.3	Deleted
<b>20. Withdrawal, Substitution, and Modification of Bids</b>	20.1	Before the bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice.

	20.2	Bids requested to be withdrawn in accordance with ITB - 20.1 shall be returned unopened to the Bidders.
<b>21. Format and Signing of Bid</b>	21.1	The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through EPADS.
	21.2	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**

<b>22. Submission of Bids through EPADS before Dead deadline</b>	22.1	The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.
	22.2	The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8. In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.
<b>23 Deadline for Submission of Bids</b>	23.1	Bids shall be received through EPADS by the Procuring Agency not later than the date and time specified in the <b>BDS</b> .
	23.2	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 accordance with <b>ITB - 9</b> , 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.
<b>1. Late Bids</b>	24.1	The Procuring Agency shall not consider for evaluation any Bid uploaded on EPADS but the Original Bid Security/Bid Securing Declaration does not arrive before the deadline for submission of Bids, in accordance with <b>ITB - 23</b> .
	24.2	Any Bid Security/Bid Securing Declaration received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.
<b>2. Withdrawal of Bids</b>	25.1	A Bidder may withdraw its Bid after it has been submitted, prior to the deadline for submission of Bids.
	25.2	Revised bid may be submitted after the withdrawal of the original bid in accordance with the provisions referred in <b>ITB - 22</b> .

#### **E. OPENING AND EVALUATION OF BIDS**

<b>3. Opening of Bids</b>	26.1	The Procuring Agency will open all bids through EPADS, in the presence of bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the BDS. The Bidders' representatives present shall sign attendance sheet as proof of their attendance.
	26.2	The bids shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (b) the presence of a bid security, if required; and (c) any other details as the procuring agency may consider appropriate.



	26.3	No bid will be rejected at the time of bid opening except for bids whose bid security has not been provided to the procuring agency before submission deadline.
	26.4	The procuring agency shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder, the bid price, if applicable and presence or absence of a Bid Security or Bid Securing Declaration in original.
	26.5	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.
	26.6	A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.
<b>27. Confidentiality</b>	27.1	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 respective evaluation report.
	27.2	Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.
	27.3	Notwithstanding <b>ITB - 27.2</b> 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 EPADS that provides record of the content of communication.
<b>28. Clarification of Bids</b>	28.1	To assist in the examination, evaluation and comparison of Bids (and post-qualification if applicable) 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.
	28.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted.
	28.3	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"> <li>a) evaluation &amp; qualification criteria;</li> <li>b) required scope of work or specifications;</li> <li>c) all securities requirements;</li> <li>d) tax requirements;</li> <li>e) terms and conditions of bidding documents.</li> <li>f) change in the ranking of the bidder</li> </ul>
	28.4	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.
<b>29. Preliminary Examination of Bids</b>	29.1	Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:

		<ul style="list-style-type: none"> <li>a) meets the eligibility criteria defined in <b>ITB - 3</b> and <b>ITB - 4</b>;</li> <li>b) has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;</li> <li>c) has been properly signed;</li> <li>d) is accompanied by the required securities; and</li> <li>e) is substantially responsive to the requirements of the Bidding Documents.</li> </ul> <p>The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.</p>
	29.2	<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"> <li>a) affects in any substantial way the scope, quality, or performance of the Services;</li> <li>b) limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or</li> <li>c) if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.</li> </ul>
	29.3	<p>The Procuring Agency will confirm that the documents and information specified under <b>ITB - 11, 12</b> and <b>13</b> 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.</p>
	29.4	<p>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.</p> <p><b>Explanation:</b> <i>A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired. The Procuring Agency either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring Agency. Examples of minor informalities or irregularities include failure of a bidder to –</i></p> <ul style="list-style-type: none"> <li>(a) <i>Submit the number of copies of signed bids required by the invitation;</i></li> <li>(b) <i>Furnish required information concerning the number of its employees;</i></li> <li>(c) <i>the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and</i></li> </ul>

		<i>submits evidence of such authorization and the bid carries such a signature.</i>
	29.5	Provided that a Technical 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 Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical proposal linked with the ranking of the bidders. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
	29.6	Provided that a Technical Bid is substantially responsive, the Procuring Agency shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.
	29.7	If a Bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.
<b>30. Examination of Terms and Conditions; Technical Evaluation</b>	30.1	The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the <b>GCC</b> and the <b>SCC</b> have been accepted by the Bidder without any material deviation or reservation.
	30.2	The Procuring Agency shall evaluate the technical aspects of the Bid submitted in accordance with <b>ITB - 22</b> , to confirm that all requirements specified in <b>Section -V “Schedule of Requirements, Technical Specifications”</b> of the Bidding Documents have been met without material deviation or reservation.
	30.3	If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not substantially responsive in accordance with <b>ITB - 29</b> , it shall reject the Bid.
<b>31. Correction of Errors</b>	31.1	<p>Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -</p> <ul style="list-style-type: none"> <li>a) 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;</li> <li>b) 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</li> <li>c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.</li> </ul>

		d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
	31.2	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 or the Bid Securing Declaration may be executed in accordance with <b>ITB - 18.9</b> .
<b>32. Conversion to Single Currency</b>	32.1	To facilitate evaluation and comparison, the procuring agency will convert all bid prices expressed in the amount in various currencies in which the bid prices are payable. For the purpose of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding document. The rate of exchange shall be the selling rate prevailing on the date of opening of financial bids specified in the bidding document, in accordance with weighted average customer exchange rates list issued by the State Bank of Pakistan on that day.
<b>33. Evaluation of Bids</b>	33.1	The Procuring Agency shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to <b>ITB - 29</b> .
	33.2	In evaluating the Technical Proposal of each Bid, the Procuring Agency shall use the criteria and methodologies listed in the BDS and in terms of Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.
	33.3	The comparison shall be between the EXW price of the goods offered from within Pakistan, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.
	33.4	If these Bidding Documents allow Bidders to quote separate prices for different Lots, and the award to a single Bidder of multiple Lots, the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Bid, is specified in the <b>BDS</b> .
<b>34. Domestic Preference</b>	34.1	Deleted
<b>35. Determination of Most Advantageous Bid</b>	35.1	Selection techniques will be adopted for determining the most advantageous bid in accordance with the criteria referred in the BDS or prescribed in the separate section titled as Evaluation Criteria. In case the Procuring Agency adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive, shall be the Most Advantageous Bid
<b>36. Abnormally Low Financial Bids</b>	36.1	Procuring agency may reject a bid if it has determined that the price, in combination with other constituent elements of the bid, is abnormally low in relation to the subject matter of the procurement, such that it raises material concerns on the part of the procuring agency, as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price. A

		procuring agency shall not reject a bid as abnormally low under sub-clause (1) above unless the procuring agency – (a) requested in writing through EPADS from the bidder a written clarification of his bid, including a detailed price analysis of his bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document; and (b) having taken account, the information provided by the bidder in response to a request under paragraph (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily for the offered price. The procuring agency shall promptly communicate to the bidder concerned about its decision to reject the bid, including the reasons for the decision.
	36.2	An affirmative determination will be a prerequisite for the award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Procuring Agency will proceed to the next ranked bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

#### F. AWARD OF CONTRACT

<b>38. Criteria of Award</b>	37.1	The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has been declared as Most Advantageous Bidder.
<b>39. Negotiations</b>	38.1	Negotiations may be undertaken with the Most Advantageous Bidder relating to the following areas: (a) a minor alteration to the technical details of the statement of requirements; (b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Bidding documents; (c) a minor amendment to the special conditions of Contract; (d) finalizing payment arrangements; (e) delivery arrangements; (f) the methodology for provision of related services; or (g) clarifying details that were not apparent or could not be finalized at the time of Bidding;
	38.2	Where negotiation fails to result into an agreement, the Procuring Agency may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, the Procuring Agency shall not reopen earlier negotiations.
<b>40. Procuring Agency's Right to reject All Bids</b>	39.1	The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).
	39.2	Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring agency shall

		upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.
	39.3	The Procuring Agency shall, upon the request communicate to any Bidder the grounds for its rejection of its Bids but is not required to justify those grounds.
<b>41. Procuring Agency's Right to Vary Quantities at the Time of Award</b>	40.1	The procuring agency reserves the right, at the time of contract award, to increase or decrease the quantity of related services originally specified in the Schedule of Requirements, provided that such variation does not exceed the percentage indicated in the Bid Data Sheet (BDS). This adjustment shall be made without any change in the unit price or other terms and conditions of the Bids and Bidding Documents.
<b>42. Notification of Award</b>	41.1	Prior to the award of contract, the procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.
	41.2	Where no complaints have been lodged, the Bidder whose Bid has been accepted, will be notified for the award by the Procuring Agency prior to expiration of the Bid Validity period through EPADS. The Letter of Acceptance will state the sum that the procuring agency will pay the successful bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	41.3	The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security (or guarantee) in accordance with <b>ITB - 43</b> and signing of the contract in accordance with <b>ITB- 42.2</b> .
	41.4	Upon the successful Bidder's furnishing of the performance security (or guarantee) pursuant to <b>ITB - 43</b> , the Procuring Agency will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the Bidders pursuant to <b>ITB - 18.7</b> .
<b>43. Signing of Contract</b>	42.1	Promptly after notification of award, Procuring Agency shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. The successful bidder and the procuring agency shall sign the contract.
	42.2	Immediately after the Redressal of grievance by the GRC, and <b>after fulfillment of all conditions' precedent</b> of the Contract Form, the successful Bidder and the Procuring Agency shall sign the contract.
	42.3	Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract.
<b>44. Performance Security (or Guarantee)</b>	43.1	After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the BDS and SCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	43.2	If the Performance Security (or Guarantee) is provided by the successful Bidder and it shall be in the form specified in the <b>BDS</b> which shall be in any of the following:

		<p>a. certified cheque, cashier's or manager's cheque, or bank draft;</p> <p>b. irrevocable letter of credit issued by a Scheduled bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a Scheduled bank;</p> <p>c. bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Bidder, bonded by a foreign bank; or</p> <p>d. surety bond callable upon demand issued by any reputable surety or insurance company.</p> <p>Any Performance Security (or guarantee) submitted shall be enforceable in Pakistan.</p>
	43.3	Failure of the successful Bidder to comply with the requirement of <b>ITB - 43.1</b> shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Procuring Agency may make the award to the next ranked Bidder or call for new Bids.
<b>45. Advance Payment</b>	44.1	<p>The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the BDS. The Advance Payment request shall be accompanied by an Advance Payment Guarantee in the form provided in Contract Forms.</p> <p><b>The advance payment will not be provided</b></p>
<b>46. Arbitrator</b>	45.1	The Arbitrator shall be appointed by mutual consent of both parties as per the provisions specified in the SCC
<b>47. Corrupt &amp; Fraudulent Practices</b>	46.1	Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid engaging in any corrupt and fraudulent practices.

#### **G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM**

<b>48. Constitution of Grievance Redressal</b>	47.1	Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of an odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending on the nature of the procurement.
	47.2	Any aggrieved party or bidder as the case may be, may file grievance in accordance with Rule 48 of the Public Procurement Rules, 2004 and Redressal of Grievance Regulations, 2022
<b>49. GRC Procedure</b>	48.1	Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
	48.2	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 seven days of the announcement of evaluation report.
	48.3	In case, the complaint is filed against the evaluation report, the GRC shall suspend the procurement proceedings.
	48.4	The complainant may raise the objection on any part of the evaluation report in case where single stage one envelope bidding procedure is adopted.

	48.5	The GRC, shall investigate and decide upon the complaint within ten days of its receipt.
	48.6	Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
	48.7	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to appeal.
	48.8	The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
	48.9	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
	48.10	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.

## H. MECHANISM OF BLACKLISTING

<b>50. Mechanism of Blacklisting</b>	49.1	The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-19 of the Public Procurement Rules, 2004, Mechanism for Blacklisting, Debarment Regulations, 2024 and “procedure for filling and disposal of review petition under rule-19 (3), 2021.
	49.2	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 procurements of all the procuring agencies.
	49.3	The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice.
	49.4	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.
	49.5	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.
	49.6	The Procuring Agency shall give minimum of seven 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.
	49.7	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.



	49.8	The Procuring Agency shall communicate to the bidder or contractor the order debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
	49.9	Such blacklisting or barring action shall be communicated by the procuring agency to the Authority 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.
	49.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition
	49.11	The committee shall serve a notice in writing upon all respondents 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.
	49.12	The Authority on the basis of decision made by the committee 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 (BDS)**

## Bid Data Sheet (BDS)

The following specific data for the goods 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 Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
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### A. Introduction

1.	1.1	<p><b>Name of Procuring Agency:</b> Jamshoro Power Company Limited (JPCL), a company incorporated and existing under the laws of the Islamic Republic of Pakistan, having its principal place of business at Mohra Jabal, Dadu Road, Jamshoro, Pakistan.</p> <p><b>The subject of procurement is:</b> Supply of 600 Metric Tons of Aqueous Ammonia minimum 20~25% concentration in specialized Aqueous Ammonia Bowser without contamination delivered at Coal Fired Power Plant Located at Jamshoro, Sindh Pakistan <b>“on demand”</b> as given in Section-V “Schedule of Requirement” of Tender Document.</p> <p><b>Period for Delivery of Goods:</b> First delivery will be effected immediately after placement of Purchase Order within 10 days and subsequent deliveries shall be made within six (6) months <b>“on need basis”</b> by issuance notice to supply (NTS) which shall be issued five (5) days in advance of each delivery.</p> <p><b>Commencement Date for Delivery of Goods:</b> The commencement date will be reckoned from the date of placing the Purchase Order upon the Firm/Supplier.</p>
2	2.1	<p><b>Financial year for the operations of the Procuring Agency:</b> 2025-26</p> <p><b>Name of Project: Non-development Project</b> 660MW Coal Fired Power Plant, Jamshoro, Sindh-Pakistan</p> <p><b>Name of the Financing Institution:</b> Procuring Agency’s own resources</p> <p><b>Name and identification number of the Contract:</b> No. TNCB-18/AMMONIA/CFPP/JPCL/2025</p>
3.	3.1	<p><b>Joint venture, consortium or association</b> <b><i>NOT ALLOWED</i></b></p>
4.	3.2/3.6	<p><b>Eligible Bidders have the same meaning as per ITB 3.</b></p>
5.	4.1	<p><b>Ineligible country(ies) is or are</b> <b><i>India and Israel</i></b></p>

### B. Bidding Documents

6.	8.1	<b>The address for clarification of Bidding Documents is</b>  The Bidders may seek clarifications through EPADS
7.	8.4	Pre-bid meeting shall be convened on Monday, 01-09-2025 at 1130 Hrs. <i>at JPCL Conference Room 1st Floor, Main Admin Building, TPS Jamshoro and can be joined through Zoom, the link of which shall be shared through JPCL website one day before Conference/Meeting.</i>
8.	9.2	<b>Amendment of bidding document:</b> The Procuring Agency reserves the right to amend the Tender Document in the light of clarifications/comments received from the Bidders and will give reasonable time to bidders to attend the addendum. Any Addendum/Amendment will be placed/uploaded at the JPCL website <a href="http://www.jpcl.com.pk">www.jpcl.com.pk</a> and on EPADS website <a href="http://www.eprocure.gov.pk">www.eprocure.gov.pk</a>

### C. Preparation of Bids

9.	10.1	<b>The Language of all correspondences and documents related to the Bid is:</b> English
10.	11.1 (f)	<b>In addition to the documents stated in ITB-11, the necessary Documents/Certification/Authorization if desired by the Government Agencies must be included with the Bid.</b> Following documents shall be submitted along with bidding documents: a) List of major clients b) Typical Certificate of Analysis (COA)/Quality Specifications from manufacturer or third party lab. c) Details of supply chain/logistics capacity (availability of ammonia tankers, storage facilities).
11.	12.3 (c)	<b>Other procurement specific documentation requirements are: (Optional)</b> Profile of the Firm/ Company, etc.
12.	13.3 (b)	The qualification criteria to establish the supply / production capability of the bidder. Procuring agency is required to specify the desired qualification criteria considering procurement requirements.  <b>The Qualification Criteria required is mentioned at</b> “Section V Sub-section- 3 Qualification Criteria
13.	15.6 (a-iii) (a-iv)	The supply will be delivered and decanted at CFPP Jamshoro as per standard safety code of unloading the Ammonia gas in site storage tanks.
14.	15.8	The price shall be fixed throughout the performance of the supply under the Purchase Order.
15.	16.1 (a)	<b>The currency of the Bid shall be:</b> Pakistani Rupee
16.	17.1	<b>The Bid Validity period shall be:</b> Sixty (60) days from the date of opening of Bid.
17.	18.1	<b>The amount of Bid Security shall be:</b> 5% of the Bid price in favor of Chief Executive Officer, Jamshoro Power Company Limited and attached with Bid Proposal

		The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 180 days so the bid security shall be valid for $180+28 = 208$ days.
18.	18.3	<b>The Bid Security shall be in the form of:</b> CDR (Call Deposit Receipt), Pay Order, or unconditional Bank Guarantee.
19.	19.1	<b>Alternative Bids to the requirements of the Bidding Documents</b> will not be permitted.
20.	21.2	<b>Written confirmation of authorization is:</b> Authority Letter of the Bidder, CNIC No., Cell. No. Address and the identification deemed necessary by the Procuring Agency.

#### D. Submission of Bids

21.	22.2 (a)	<p><b>Bid shall be submitted:</b> Bid shall be submitted online on EPADS whereas Hardcopy should be submitted to the following. Director Procurement PIU, 660MW Coal Fired Power Plant, Jamshoro 2<sup>nd</sup> Floor, Main Admin Building, Mohra Jabal, Dadu Road, Indus Highway, TPS Jamshoro, Sindh-Pakistan</p> <p><b>Bids that are not submitted on EPADS shall be disqualified.</b></p>
22.	22.2 (b)	<p><b>Title of the subject Procurement or Project name:</b> Procurement of Aqueous Ammonia minimum 20~25% concentration in specialized Aqueous Ammonia Bowser without contamination delivered at Coal Fired Power Plant Located at Jamshoro, Sindh Pakistan as given in Section-V “Schedule of Requirement” of Tender Document.</p> <p><b>ITB title and No:</b> BID NO. TNCB-18/AMMONIA/CFPP/JPCL/2025</p> <p><b>Time and date for Collection of Tender Document:</b> From Monday, 25-08-2025 to Monday, 08-09-2025 up to 1630 Hrs.</p>
23.	23.1	<p><b>The deadline for Bid submission is</b> Day: <i>Tuesday</i> Date: 09-09-2025 Time: <i>11:30 Hrs.</i></p>

#### E. Opening and Evaluation of Bids

24.	26.1	<p><b>The Bid opening shall take place at:</b> <i>JPCL Conference Room, 1<sup>st</sup> Floor, Main Admin Building TPS, Mohra Jabal, Dadu Road, Indus Highway, Jamshoro.</i> Day: <i>Tuesday</i> Date: <i>09-09-2025</i></p>
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		<i>Time: 12:00 Noon</i>
25.	26.6	<i>The Procuring Agency will open the Proposal(s) in public at the specified address, date and time in the presence of Bidders` designated representatives who choose to attend physically or through Zoom and other parties with a legitimate interest in the Bid proceedings.</i>
26.	33.5 (b)(i)	<b>Delivery schedule.</b> <i>140 Metric Tons immediately after issuance of Purchase Order but not later than 10 days and subsequent deliveries will be effected on need basis by issuing notice to supply (NTS), five (5) days in advance to complete whole quantity within six months</i>
27.	33.5 (f)	<b>Warranty</b> <i>Standard Warranty as per Manufacturer or as per Market practices which one be higher, will be provided free of cost.</i>  <b><i>After Sale Storage Warranty Period for three months (if applicable)</i></b>
28.	33.5 (g)	<i>The bidder will ensure the guaranteed performance parameters as mentioned in Schedule of Requirement and in case of any nonconformance, the same will be replaced/repared with same or higher quality without incurring an additional cost to Procuring Agency to comply with the guaranteed parameters during warranty period.</i>
29.	33.5 (h)	<b>Specific additional criteria to be used in the evaluation and their evaluation method or reference to the Technical Specifications:</b>  <i>The evaluation shall be carried out only on <b>Least Cost Based Selection (LCBS)</b>, the Cost offered in the “<b>Form of Bid Price</b>” given in Section VI-Standard Forms, shall be considered in financial evaluation and determination of “the Most Advantageous Bidder”</i>
30.	34.1	<i>The margin of Domestic preference will not be granted as Tender is on National Competitive Bidding (NCB)</i>
31.	35	<b>Evaluation Techniques/criteria</b> <b>[Least Cost Based Selection (LCBS)]</b>  i) <i>The evaluation criteria shall be based on conformity to technical specifications, eligibility criteria, qualification criteria and the lowest price bid quoted in the bidding document.</i>  ii) <i>The overall minimum qualifying score for the “qualification criteria” is set as 60 out of 100 score. Failure to such qualification will render the bidder ineligible or disqualified.</i>  iii) <i>100% conformity to “Legal &amp; Regulatory Compliance” and “technical specifications” is mandatory.</i>  <i>The bidders who secured the required marks as per qualification criteria and has complied with the mandatory requirement of Legal &amp; Regulatory Compliance and technical specifications, and has offered the lowest price, as per scope of supply defined at “Schedule of Requirements” of this Bidding Document, will be declared as “most advantageous bidder” as defined or described in prevailing PPRA Rules.</i>  <b>Evaluation of the Proposals:</b>  iv) <i>The Evaluation of prospective bidders will be based on conformity with</i>

		<i>qualification criteria. The quoted rates will also be read out and comparative statements will be prepared, the quoted rates of the proposals which must be complete and without computational errors. The lowest proposal (possessing lowest Price as per Scope of Supply defined at Section V Schedule of Requirement of this Bidding Document) quoted on “Form of the Bid Price” shall be declared as (the “Most Advantageous Bidder”) as described in prevailing PPRA Rules. However, the rule 38-B (1)(d) of PPRA shall prevail if there is a single responsive bid subject to the PA’s satisfaction on rate reasonability.</i>
32.	36.1	<b>Post Qualification:</b> <i>Parameters set out in Qualification Criteria shall be sustainable and maintainable throughout the execution of the contract.</i>

#### F. Award of Contract

33.	40.1	Procuring agency may increase or decrease the quantity up to 15 percent at the time of award of contract.
34.	43.1	<b>The Performance Security (or guarantee) shall be:</b>  <i>The amount (in PKR) equal to 10% of the Contract value will be obtained as Performance Security (or Guarantee)</i>
35.	43.2	<b>The Performance Security (or guarantee) shall be in the form of:</b>  <i>CDR /Bank Guarantee</i>
36.	44.1/44.2	<b>Advance Payment shall NOT be allowed/admissible</b>

#### G. Review of Procurement Decisions

37.	47.1	Grievance shall be submitted on the dedicated module of EPADS  <b>The Address of PPRA to submit a copy of grievance:</b> <i>Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1<sup>st</sup> Floor, G-5/2, Islamabad, Pakistan Tel.: +92-51-9202254</i>
		Arbitrators shall be appointed by mutual consent of both parties.
38.	49	<b>Mechanism of Blacklisting:</b>  <i>The mechanism of Blacklisting has the same meaning as per ITB -49 and shall be applicable.</i>

## **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. SCHEDULE OF REQUIREMENT AND SCOPE OF SUPPLY**
- 2. ELIGIBILITY CRITERIA**
- 3. QUALIFICATION CRITERIA**

## 1. SCHEDULE OF REQUIREMENTS

The delivery schedule expressed in days or months stipulates hereafter a delivery date which is the date of delivery at CPT Jamshoro followed by orientation of JPCL personnel on decantation and handling during operation at plant site.

### TECHNICAL REQUIREMENT:

Sr. No.	Nomenclature	Quantity	Unit	Delivery	Delivery Period
1.	Aqueous Ammonia (20-25%)	600	Metric Tons	In 05 batches	Six months

### Terms & Conditions of Supply

Procurement of Ammonia Aqueous 20~25% Solution (600 Metric Tons in 5 Batches over Six Months)

#### 1. Scope of Work

The Supplier shall supply a total quantity of 600 Metric Tons (MT) of Ammonia Aqueous Solution 20~25% concentration, to be delivered in five (05) batches on a need basis over a period of six (06) months, as per instructions of the Purchaser.

#### 2. Delivery Schedule & Call-Off Procedure

- The Purchaser shall issue a **batch-wise call-off order** at least five (5) days prior to the required delivery date.
- The quantity of each batch will be approximately **120 Metric Tons**; however, it may vary depending upon the operational requirement of the Purchaser.
- Delivery shall be made strictly in accordance with the Purchaser's instructions issued from time to time.

#### 3. Delivery Location

The material shall be delivered to:

**Jamshoro Power Company Limited (JPCL), Jamshoro, Sindh, Pakistan**

#### 4. Delivery Timeline

- Each batch shall be delivered within **five (5) days** from the date of issuance of the call-off order.
- Failure to deliver within the stipulated time shall attract penalties as per conditions of contract

#### 5. Packing, Handling, and Transportation

- The material shall be supplied in **dedicated chemical tankers** owned or arranged by the Supplier.
- All transportation shall comply with the relevant **Hazardous Material Transportation Laws**, ensuring safety and environmental protection.
- Each delivery shall be accompanied by:
  - **Material Safety Data Sheet (MSDS)**
  - Proper labeling as per international safety standards.

#### 6. Quality Assurance

- The supplied material must conform to **Ammonia Aqueous 20~25% concentration**.

- Each batch must be accompanied by a **Certificate of Analysis (COA)** issued by a certified laboratory.
- The Purchaser reserves the right to verify the quality of material through **third-party testing** at Supplier's cost if discrepancies are found.

## 7. Safety Compliance

- The Supplier shall strictly adhere to applicable **safety, health, and environmental regulations**.
- Supplier's tankers must be equipped with necessary safety features.
- The Supplier shall ensure that its personnel involved in delivery and unloading are trained in handling hazardous chemicals.
- The Purchaser may request a **safety demonstration or training** session for safe decanting at site.

## 8. Liquidated Damages (LD) for Delay

In the event of delay in delivery, the Supplier shall be liable to pay Liquidated Damages at the rate of:

- **0.1% (one-tenth of one percent)** of the **batch value per day**, subject to a maximum of **10% of the batch value**.

## 9. Force Majeure

Force Majeure events such as acts of God, war, civil unrest, or government-imposed restrictions shall relieve the Supplier from liability for non-performance, provided written notice is given to the Purchaser within **seven (07) days** of such event.

In the event of unforeseen circumstances beyond the control of the Supplier or Purchaser (e.g., natural disasters, strikes, regulatory bans), delivery timelines may be extended upon mutual agreement.

## 10. Payment Terms

- Payment shall be made **batch-wise** upon successful delivery, inspection, and acceptance of the material.
- The Supplier shall submit the following documents for payment processing:
  - Original Invoice
  - Delivery Challan
  - Certificate of Analysis (COA)
  - Copy of Material Safety Data Sheet (MSDS)
- Standard payment terms: within 30 days of receipt of invoice by cross cheque in favour of the Firm/Supplier.

## 11. Termination Clause

The Purchaser reserves the right to terminate the contract in case of:

- Non-compliance with quality specifications.
- Failure to deliver two consecutive batches as per agreed schedule.
- Breach of safety and environmental regulations.

## 12. Licenses and Approvals

Suppliers must hold valid licenses for **chemical handling, transport, and sale of hazardous material** as required by local laws.

## 2. Evaluation Criteria based on Eligibility and Qualification for the Suppliers of Ammonia Aqueous 20~25% concentration

**Total Marks: 100**

### 2.1 Legal & Regulatory Compliance (30 Marks)

*[Bidder must be responsive in all legal and regulatory category. Non-compliance of any of the requirements mentioned hereunder will make the bid non-responsive.]*

Criteria	Marks	Explanation
Nationality	3	All the bidders must be from eligible countries to participate in the bidding. Certificate of Incorporation or registration of any relevant Forum be submitted
Valid NTN / GST Registration	3	Mandatory Tax Registration
Valid License for Chemical Supply (Explosives Dept / EPA NOC / SEPA etc.)	3	Legal License for Hazardous Chemicals
Compliance with Pakistan Environmental Protection Laws	3	EPA certificate or undertaking on letterhead
Conflict of Interest	3	A Bidder declaration that the Firm is not in conflict of interest
Blacklisting	3	A Bidder declaration that the Firm is not blacklisted by the govt/private organizations
Bidder be a Taxpayer	3	The Bidder should be on Active Taxpayer List of FBR, Pakistan. Copies of National Tax and Sales Tax registration certificates must be attached
Only One Bid Submission by any Bidder	3	A bidder must not submit or participate in more than one bid to avoid being ineligible/disqualified
Pending Litigation	3	For a Bidder, all pending litigation shall be treated as resolved if litigation in total does not represent more than fifty (50) percent of the Bidder's net worth. Attach the filled Form No. 5 of these bidding documents.
Un-conditional Bid	3	The Bidder shall comply with all the terms and conditions of the bidding documents. Any Conditional Bid will be declared "non-responsive" Declaration in Form-01 (Letter of Technical Proposal)

### 2. Experience & Past Performance (20 Marks)

Criteria	Marks	Explanation
Years of Relevant Experience (Supplying Ammonia or Hazardous Chemicals)	10	1-3 years: 4 marks. 4-6 years: 7 marks. >6 years: 10 marks
Past Supply Record to Power Sector / Govt Entities	10	2 marks per contract (attach POs/Completion Certificates)

### 3. Technical Capability (25 Marks)

Criteria	Marks	Explanation
Supply Chain Infrastructure (Tankers, Storage Facilities)	10	Owned: 10 marks. Rented: 5 marks
Qualified Technical Staff (Safety, Handling Certification)	5	Provide CVs / Certificates
Safety Management Plan (MSDS, Handling SOPs, Emergency Response)	5	Documented procedures required
Quality Control Measures (ISO Certification, Lab Testing Facility, etc.)	5	Valid certifications

### 4. Financial Strength (15 Marks)

Criteria	Marks	Explanation
Annual Turnover of Last 3 Years	10	>30 Million PKR: 10 marks; 10<30 Million: 5 marks; <10 Million: 2 marks
Bank Statement / Creditworthiness	5	From Scheduled Bank

### 5. Health, Safety & Environment (HSE) Compliance (10 Marks)

Criteria	Marks	Explanation
Safety Record (No Major Incidents in the Last 3 Years)	5	Self-declaration Or third-party record
PPE, Training & Emergency Handling Readiness	5	Training records, safety equipment proof

## Summary of Marks Distribution

Section	Marks
Legal & Regulatory Compliance	30
Experience & Past Performance	20
Technical Capability	25
Financial Strength	15
HSE Compliance	10
<b>Total</b>	<b>100</b>
<b>Passing Marks</b>	<b>60/100</b>

Suppliers scoring below 60 will be disqualified from further financial evaluation.

#### Notes:

- All documentary proofs must be attached.
- The Evaluation Committee reserves the right to verify information.
- False documentation will lead to disqualification.

## **SECTION VI: STANDARD FORMS**

### **Table of Forms**

- 1. Form of Bid**
- 2. Bidder Information Form**
- 3. Price Schedule: Form of Bid Price**
- 4. Form of Bid Security**
- 5. Pending Litigation**
- 6. Specific Experience (Summary Sheet)**
- 7. Power of Attorney**
- 8. Undertaking of Eligibility / Non-Blacklisting**
- 9. Average Annual Turnover**

## **1. Form of Bid**

Date:

To: Gentlemen and/or Ladies:

Having examined the Bidding Documents No. **TNCB-18/AMMONIA/CFPP/JPCL/2025** including Addenda Nos: *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver *[Supply of Ammonia Aqueous 20~25% Solution (600 Metric Tons in 5 Batches over Six Months)]* in conformity with the said Bidding Documents for the sum of *[total Bid Amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We declare that our Bidding price did not involve agreements with other Bidders for the purpose of Bid suppression.

We are hereby confirming *[Jamshoro Power Company Limited]*, to be the Appointing Authority, to appoint the adjudicator in case of any arising disputes in accordance with **ITB Clause 45.1**

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a Performance Security (or Guarantee) in the form, in the amounts, and within the times specified in the Bidding Documents.

We declare that, as Bidder(s) we do not have **conflict of interest** with reference to ITB Clause 3.7.

We agree to abide by this Bid for the Bid Validity Period specified in ITB **17.1 & BDS 17**, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Bidders, in more than one Bid in this Bidding process, other than alternative offers in accordance with the Bidding Documents.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Pakistan under Pakistan's laws or official regulations.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

We certify/confirm that we comply with the eligibility requirements as per **ITB Clause 3** of the Bidding Documents

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

(Name) \_\_\_\_\_

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_



## 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]*

Tender No.: No. TNCB-18/AMMONIA/CFPP/JPCL/2025

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

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. JV is not allowed in this case.
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</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 documents of registration of the legal entity named above or FBR registration or certificate from any relevant Authority <input type="checkbox"/> Establishing that the Bidder is not under the supervision of the Procuring Agency

### 3. Price Schedule Form/ Form of Bid Price

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

Note: The Bidder(s) may quote rate(s) for all or any of item(s); the evaluation will be conducted on rate(s) quoted as complete Lot on the basis of “Least Cost Method”.

Item No.	Nomenclature	Quoted Price in PKR			
		Qty	Unit	Rate	Amount (Rs.)
1.	Ammonia Aqueous 20~25% Solution delivered at place (DAP) Jamshoro transported in specialized Bowsers	600	Metric Tons	Rs.... /Metric Ton	
18% GST					
Total Price					
(in words: Rupees. ....) inclusive of all taxes					

Note: The quoted rates are inclusive of transportation and decantation /handling services etc.)

#### **4. Form of Bid Security**

##### **(Bank Guarantee)**

*[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.  
No need of this form if Security Amount will be submitted in shape of CDR / Pay Order ]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** Jamshoro Power Company Limited

**No.:** *[TNCB-18/AMMONIA/CFPP/JPCL/2025]*

**Date:** *[Insert date of issue]*

**BID GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_\_\_\_\_ *[insert name of the Bidder,]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of

\_\_\_\_\_ under Request for Bids No. \_\_\_\_\_ ("the RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_  
(\_\_\_\_\_) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

\_\_\_\_\_  
*Signature(s)] & Stamp*

***Note: All italicized text is for use in preparing this form and shall be deleted from the final product.***

## 5. *Pending Litigation*

Bidder's Legal Name:

Date: .....

.....

Each Bidder must fill in this form

<b>Pending Litigation</b>			
1. No pending litigation in accordance with Criteria ITB 2.9			
2. Pending litigation in accordance with Criteria ITB 2.9, as indicated below			
<b>Year</b>	<b>Matter in Dispute</b>	<b>Value of Pending Claim in PKR</b>	<b>Value of Pending Claim as % of Net Worth</b>

## 6. *Specific Experience (Summary Sheet)*

Bidder's Legal Name: .....

Date: .....

Fill up the summary sheet of Past experience of Supply of Ammonia Aqueous 20~25% Solution

Sr #	Name of Client	Location of Client	Brief Detail of Chemical Supply	Quantity	Order Date	Supply date

Note: *The evidence of the experience must be attached to justify the Qualification criteria mentioned in Section V*

## 7. Power of Attorney

*{The Bidder shall attach original affidavit duly authenticated by the relevant government agency on stamp paper of PKR 200/-}*

**KNOWN BY ALL THAT** by this Power of Attorney [*insert name of Bidder*] (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 supply of Complete Unit of Firefighting Vehicle (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.

## 8. Undertaking of Eligibility / Blacklisting

*{The Bidder shall attach original affidavit duly authenticated by the relevant government agency 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 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-18/AMMONIA/CFPP/JPCL/2025**

Very truly yours,

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

### Witnesses

1 Signature

Name:

Address:

CNIC/Passport No.

2 Signature

Name:

Address:

CNIC/Passport No.

## 9. *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	

*Note: As evidence, the relevant copies of Financial Statement or Bank Statement duly verified by the Auditor/Bank must be provided to justify the Qualification criteria mentioned in Section- V*



## **SECTION VII: GENERAL CONDITIONS OF THE CONTRACT**

## GENERAL CONDITIONS OF THE CONTRACT (GCC)

1.	<b>Definitions</b>	1.1	The following words and expressions shall have the meanings hereby assigned to them:	
			a)	<b>“Authority”</b> means Public Procurement Regulatory Authority.
			b)	The <b>“Arbitrator”</b> is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract <b>GCC Clause 31</b> hereunder.
			c)	The <b>“Contract”</b> means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
			d)	The <b>“Commencement Date”</b> is the date when the Supplier shall commence execution of the contract as specified in the <b>SCC</b> .
			e)	<b>“Completion”</b> means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the Contract.
			f)	<b>“Country of Origin”</b> means the countries and territories eligible under the PPRA Rules, 2004 and its corresponding Regulations as further elaborated in the <b>SCC</b> .
			g)	The <b>“Contract Price”</b> is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
			h)	The <b>“Contract Quantity”</b> means itemized <i>security surveillance equipment as per Scope of Supply given in Section V- Schedule of Requirement</i> .
			i)	<b>“Defective Goods”</b> are those goods which are below standards, requirements or specifications stated by the Contract.
			j)	<b>“Delivery”</b> means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Procuring Agency under Contract.
			k)	<b>“Effective Contract date”</b> is the date shown in the Certificate of Contract Commencement issued by the Procuring Agency upon fulfillment of the conditions’ precedent stipulated in <b>GCC Clause 3</b> .

			l)	<b>“Part Supply of Contract Quantity”</b> means the supply in the intervals on demand over the period of six months
			m)	<b>“Procuring Agency”</b> means the person named as Procuring Agency in the SCC and the legal successors in title to this person, procuring the Goods and related service, as named in SCC.
			n)	<b>“Related Services”</b> means those services ancillary to the delivery of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.
			o)	<b>“GCC”</b> means the General Conditions of Contract contained in this section.
			p)	<b>“Intended Delivery Date”</b> is the date on which it is intended that the Supplier shall affect delivery as specified in the SCC.
			q)	<b>“SCC”</b> means the Special Conditions of Contract.
			r)	<b>“Supplier”</b> means the individual private or government entity or a combination of the above who’s Bid to perform the Contract has been accepted by the Procuring Agency and is named as such in the Contract Agreement and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC.
			s)	<b>“Project Name”</b> means the name of the project stated in SCC.
			t)	<b>“Day”</b> means calendar day.
			u)	<b>“Eligible Country”</b> means the countries and territories eligible for participation in accordance with the policies of the Federal Government.
			v)	<b>“End User”</b> means the organization(s) where the goods will be used, as named in the SCC.
			w)	<b>“Origin”</b> means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.
			x)	<b>“Force Majeure”</b> means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party’s performance of its obligations under the Contract

			<p>impossible or so impractical as to be considered impossible under the circumstances.</p> <p>For the purposes of this Contract, <b>“Force Majeure”</b> 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), confiscation or any other action by Government agencies.</p>
		y)	<p><b>“Specification”</b> means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Procuring Agency.</p>
		z)	<p><b>“Supplier’s Bid”</b> is the completed Bid document submitted by the Supplier to the Procuring Agency.</p>
2.	<b>Application and interpretation</b>	2.1	<p>These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p>
		2.2	<p>In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.</p>
			<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ol style="list-style-type: none"> <li>(1) Form of Contract,</li> <li>(2) Letter of Acceptance</li> <li>(3) Special Conditions of Contract,</li> <li>(4) General Conditions of Contract</li> <li>(5) Certificate of Contract Commencement</li> <li>(6) Specifications</li> <li>(7) Supplier’s Bid, and</li> <li>(8) Any other document listed in the Special Conditions of Contract as forming part of the Contract.</li> </ol>

<b>3.</b>	<b>Conditions Precedent</b>	3.1	<p>Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied:</p> <p>a) Submission of performance Security (or guarantee) in the form specified in the SCC;</p> <p>b) Furnishing of Advance Payment Unconditional Guarantee.</p>
		3.2	If the Condition precedent stipulated on GCC Clause 3.1 is not met by the date specified in the SCC this contract shall not come into effect;
		3.3	If the Procuring Agency is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a Certificate of Contract Commencement, which shall confirm the start date.
<b>4.</b>	<b>Governing Language</b>	4.1	The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Procuring Agency shall be written in the language specified in SCC. Subject to <b>GCC Clause 3.1</b> , the version of the Contract written in the specified language shall govern its interpretation.
<b>5.</b>	<b>Applicable Law</b>	5.1	The contract shall be governed and interpreted in accordance with the laws of Pakistan.
<b>6.</b>	<b>Country of Origin</b>	6.1	The origin of Goods and Services may be distinct from the nationality of the Supplier.
<b>7.</b>	<b>Standards</b>	7.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, the American Standards (such as ACI, IEEE, ASME, etc.) or the Pakistani standards such as PSQCA Such standards shall be the latest version issued by the concerned institution.
<b>8.</b>	<b>Use of Contract Documents and Information; Inspection and Audit by the Government of Pakistan</b>	8.1	The Supplier shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

		8.2	The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in <b>GCC Clause 7.1</b> except for purposes of performing the Contract.
		8.3	Any document, other than the Contract itself, enumerated in <b>GCC Clause 7.1</b> shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if required by the Procuring Agency.
		8.4	The Supplier shall permit the Government of Pakistan or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of Pakistan or / and the appropriate donor agencies, if required by the Government of Pakistan or / and the appropriate donor agencies.
<b>9.</b>	<b>Patent and Copy Rights</b>	9.1	The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Pakistan.
		9.2	The patent right in all drawings, documents, and other materials containing data and information furnished to the Procuring Agency by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Procuring Agency directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.
<b>10.</b>	<b>Performance Security (or Guarantee)</b>	10.1	The Performance Security (or Guarantee) shall be provided to the Procuring Agency no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Agency, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the <b>SCC</b> .
		10.2	The proceeds of the Performance Security (or Guarantee) shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
		10.3	The Performance Security (or Guarantee) shall be in one of the following forms:
		a)	A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency; or
		b)	A cashier's or certified cheque

		10.4	The performance security (or guarantee) will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC.
<b>11.</b>	<b>Inspections and Test</b>	11.1	The Procuring Agency or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.
		11.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.
		11.3	Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Procuring Agency.
		11.4	Deleted
		11.5	Nothing in <b>GCC Clause 10</b> shall in any way release the supplier from any warranty or other obligations under this Contract or the Applicable Law.
<b>12.</b>	<b>Packing</b>	12.1	The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
		12.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Agency.

<b>13.</b>	<b>Delivery and Documents</b>	13.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and or other documents to be furnished by the Supplier as specified in SCC.
		13.2	Deleted
		13.3	Documents to be submitted by the Supplier are specified in SCC.
<b>14.</b>	<b>Insurance</b>	14.1	The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC.
<b>15.</b>	<b>Transportation</b>	15.1	Deleted
		15.2	Deleted
	✓	15.3	Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Pakistan, defined as the Project Site, transport to such place of destination in Pakistan, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
<b>16.</b>	<b>Related Services</b>	16.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
		a)	Performance or supervision of on-site assembly, Installation Commissioning and/or start-up of the supplied Goods;
		b)	Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
		c)	Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
		d)	Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
		e)	Training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
		16.2	Prices charged by the Supplier for related services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.



<b>17.</b>	<b>Spare Parts</b>	17.1	As specified in <b>SCC</b> , the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
		a)	Such spare parts as the Procuring Agency may elect to purchase from the Supplier, provided that this selection shall not relieve the Supplier of any warranty obligations under the Contract; and
		b)	In the event of termination of production of the spare parts:
		i)	advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and
		ii)	following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.
<b>18.</b>	<b>Warranty/ Defect Liability Period</b>	18.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in Pakistan.
		18.2	This warranty shall remain valid for a period specified in the <b>SCC</b> after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the <b>SCC</b> after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in <b>SCC</b> .
		18.3	The Procuring Agency shall promptly notify the Supplier in writing or in electronic forms that provide a record of the content of communication of any claims arising under this warranty.
		18.4	Upon receipt of such notice, the Supplier shall, within the period specified in <b>SCC</b> and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.

		18.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in <b>SCC</b> , the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.
<b>19.</b>	<b>Payment</b>	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in <b>SCC</b> .
		19.2	The Supplier's request(s) for payment shall be made to the Procuring Agency in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to <b>GCC Clause 13</b> , and upon fulfillment of other obligations stipulated in the Contract.
		19.3	Payments shall be made promptly by the Procuring Agency, within thirty (30) days after submission of an invoice or claim by the Supplier. If the Procuring Agency makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the <b>SCC</b> .
		19.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in <b>SCC</b> subject to the following general principle: payment will be made in the currency or currencies in which payment has been requested in the Supplier's Bid.
		19.5	All payments shall be made in the currency or currencies specified in the <b>SCC</b> pursuant to <b>GCC Clause 19.4</b>
<b>20.</b>	<b>Prices</b>	20.1	The contract price shall be as specified in the Contract Agreement subject to any additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
		20.2	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in <b>SCC</b> or in the Procuring Agency's request for Bid Validity extension, as the case may be.
<b>21.</b>	<b>Change Orders</b>	21.1	The Procuring Agency may at any time, by a written order given to the Supplier pursuant to <b>GCC Clause 22</b> , make changes within the general scope of the Contract in any one or more of the following:

			a)	Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;
			b)	The method of shipment or packing;
			c)	The place of delivery; and/or
			d)	The Services to be provided or the Goods to be supplied by the Supplier.
		21.2	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.	
		21.3	Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.	
<b>22.</b>	<b>Contract Amendments</b>	22.1	Subject to <b>GCC Clause 20</b> , no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.	
<b>23.</b>	<b>Assignment</b>	23.1	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.	
<b>24.</b>	<b>Sub-contracts</b>	24.1	The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.	
		24.2	Subcontracts must comply with the provision of <b>GCC Clause 5</b> .	
<b>25.</b>	<b>Delays in the Supplier's Performance</b>	25.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.	

		25.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, 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.	
		25.3	Except as provided under <b>GCC Clause 28</b> , a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to <b>GCC Clause 26</b> , unless an extension of time is agreed upon pursuant to <b>GCC Clause 25.2</b> without the application of liquidated damages.	
26.	<b>Liquidated Damages</b>	26.1	Subject to <b>GCC Clause 28</b> , if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in <b>SCC</b> of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in <b>SCC</b> . Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to <b>GCC Clause 27</b> .	
27.	<b>Termination for Default</b>	27.1	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.	
		27.2	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 pursuant to <b>GCC Clause 25</b> ; or
			b)	the Supplier fails to perform any other obligation(s) under the Contract;
			c)	Supplier's failure to submit performance security (or guarantee) within the time stipulated in the <b>SCC</b> ;

		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:	
		<b>“Corrupt and Fraudulent Practice”</b> means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004.	
	27.4	In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to <b>GCC Clause 27.1</b> , 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.	

28.	<b>Termination for Force Majeure</b>	28.1	<p>Notwithstanding the provisions of <b>GCC Clauses 25, 26, and 27</b>, 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.</p> <p>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.</p>
		28.2	<p>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.</p>
29.	<b>Termination for Insolvency</b>	29.1	<p>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.</p>
30.	<b>Termination for Convenience</b>	30.1	<p>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.</p>

		30.2	The Goods that are complete and ready for shipment within thirty (30) days 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.
<b>31.</b>	<b>Dispute Resolution</b>	31.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to a sole arbitrator that shall be appointed by mutual consent of both parties.	
		31.2	After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.	
<b>32.</b>	<b>Procedure for Disputes Resolution</b>	32.1	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named, and at the place shown in the <b>SCC</b> .	
		32.2	The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.	
		32.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named, and in the place shown in the <b>SCC</b> .	
<b>33.</b>	<b>Replacement of Arbitrator</b>	33.1	Should the Arbitrator resign or die, or should the Procuring Agency and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of both parties.	
<b>34.</b>	<b>Limitation of Liability</b>	34.1	Except in cases of gross negligence or willful conduct, and in the case of infringement pursuant to <b>GCC Clause 9</b> :	
			a)	The supplier shall not be liable to the Procuring Agency, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Agency; and

			b)	The aggregate liability of the Supplier to the Procuring Agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Procuring Agency with respect to patent infringement.
<b>35.</b>	<b>Notices</b>	35.1		Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC.
		35.2		A notice shall be effective when delivered or on the notice's effective date, whichever is later.
<b>36.</b>	<b>Taxes and Duties</b>	36.1		A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.
		36.2		If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan, the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
		36.3		A local Supplier shall be entirely responsible for All Taxes, Duties, License Fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.
		36.4		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.



## **SECTION VIII: SPECIAL CONDITIONS OF THE CONTRACT (SCC)**

## Special Conditions of Contract (SCC)

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
	<b>Definitions (GCC 1)</b>	
1.	1.1 (d)	<b>Commencement Date:</b> The date Purchase Order is issued
	1.1 (f)	<b>Country of Origin:</b> The ineligible countries are India and Israel
	1.1 (m)	The Procuring Agency is: <i>Jamshoro Power Company Limited (JPCL) at Mohra Jabal, Sehwan Dadu Road, Indus Highway, Jamshoro</i>
	1.1 (p)	<b>Intended Delivery Date:</b> Within 10 days after Commencement Date, which will be reckoned from the date of issuance of Purchase Order.
	1.1(r)	The Supplier is: <i>The most Advantageous Bidder who offers the lowest bid price and qualifies the criteria of eligibility, qualification and technical responsiveness.</i>
	1.1(s)	<b>The title of the subject procurement or The Project is:</b> Supply of 600 Metric Tons of Ammonia Aqueous 20~25% concentration at CPT Jamshoro in dedicated Bowsers free of any contaminations as given in Section-V “Schedule of Requirement” of Tender Document.,
	1.1 (v)	<b>End User:</b> <i>Coal Fired Power Plant (Jamshoro Power Company Limited (JPCL))</i>
2.	3.1	<b>Submission of PG in Form:</b> 10% of Contract Value will be furnished as PG in the form of Bank Guarantee, CDR/Pay Order in favour of Chief Executive Officer, <i>Jamshoro Power Company Limited (JPCL)</i> , Jamshoro within 14 days after issuance of letter of acceptance (LOA)
	<b>Governing Language (GCC 4)</b>	
3.	4.1	The Governing Language shall be: <i>English</i>

4.	10.1	<b>Performance Security (or Guarantee) GCC 10</b> <i>The amount (in PKR) equal to 10% of the Contract value will be obtained as Performance Security (or Guarantee)</i>
	10.4	PG shall remain valid and in effect till the performance of the contract obligations and will be discharged within 30 days.
	<b>Inspections and Tests (GCC 11)</b>	
5.	11.1	<b>Inspections and Tests:</b> (Inspection for brand, newness and free from visual defects, will be carried out by the Procuring Agency, or its agent, upon delivery and unpacking of the Equipment and functional tests on commissioning of the Equipment)  <i>Typical Certificate of Analysis (COA)/Quality Specifications from manufacturer</i>
	<b>Delivery and Documents (GCC Clause 13)</b>	
6.	13.3	Delivery and Documents:  Upon delivery of the Ammonia Aqueous, the Supplier shall notify the Procuring Agency and provide the following documents to the Procuring Agency:  1) operational Manuals, Literature, Brochures (if applicable) 2) delivery note/challan; 3) manufacturers or Supplier's warranty certificate (if applicable); 4) inspection certificate issued by the committee nominated by Procuring Agency/weightment on computerized weighbridge
	<b>Insurance (GCC Clause 14)</b>	
7.	14.1	The Insurance shall be at the will of the Supplier from "warehouse" to "warehouse" on "All Risks and Cost" basis, including War Risks and Strikes during inland transportation.
	<b>Related Services (GCC Clause 16)</b>	
8.	16.1	Related services to be provided are: <i>Orientation on Operational and Handling of the Ammonia Aqueous to the JPCL Personnel, free of cost and its cost shall be included in the Contract Price</i>
	<b>Spare Parts (GCC Clause 17)</b>	

9.	17.1	<b>Spare Parts:</b> <i>The mandatory Spare parts which included in the package (If any) as per market practices, will be provided free of cost</i> <b>NOT APPLICABLE</b>
	<b>Warranty (GCC Clause 18)</b>	
10.	18.2	<b>Warranty/Defects Liability Period:</b> <i>Standard Warranty as per Manufacturer's Manual or as per Market practices which will be higher, will be provided free of cost</i> <b>NOT APPLICABLE</b>
11.	18.4 & 18.5	<p>The period for correction of defects in the warranty period is:</p> <p>The supplied equipment should be under on-site warranty against all types of defects from the date of handing over of the product to the JPCL. Any defects found in the equipment within the warranty period shall be rectified / replaced by the Vendor free of cost. During this period of warranty, servicing at quarterly interval or earlier without any additional cost to the JPCL besides attending to call back services in case of break down, as prescribed by the manufacturer or as mutually agreed to, shall be carried out free- of-cost. This includes replacement of all parts and any number of break down call during the Warranty Period, the Supplier must commence the work necessary to remedy defects or damage within 72 <i>hours</i> of notification.</p> <b>NOT APPLICABLE</b>
	<b>Payment (GCC Clause 19)</b>	
12.	19.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>The contractor should submit the bill after completion of supply and submission of report from the Chief Engineer/PD as case may be, that the supply has been made satisfactorily and as per specification of P.O. The Payment to the Supplier /Contractor will be made subject to Satisfactory delivery of Ammonia Aqueous solution and upon submission of required documents.</p> <p><b>Invoice for payment:</b></p> <ol style="list-style-type: none"> <li>Commercial Invoice</li> <li>Sales Tax Invoice</li> <li>Chemical Analysis Certificate</li> <li>Weighment slip</li> </ol> <p>The payment will be made after deduction of all applicable taxes through cross cheque by JPCL.</p>

13.	19.3	Rate to be used for paying the Supplier's interest on the late payment made by Procuring Agency shall be:  one (01) month KIBOR ( <i>ask</i> )
	19.4/19,5	Payment Currency:  <i>The payment will be made in PKR</i>
<b>Prices (GCC 20)</b>		
14.	20.2	Prices shall be adjusted in accordance with provisions in the Attachment to SCC. <i>[To be inserted <b>only</b> if price is subject to adjustment.]</i>  <i>Not Applicable</i>
<b>Liquidated Damages (GCC Clause 26)</b>		
15.	26.1	Applicable rate:  <i>0.1 percent per day on the value of undelivered quantity</i>  Maximum deduction:  Equal to Performance Security.
16.	27 ( c)	Performance Security Submission Time:  Within 14 days from the issuance of Letter of Acceptance (LOA)
17.	32.1	Procedure for Dispute Resolution: Dispute resolution as per laws of Arbitration in Pakistan
	32.3	<p><b>a): <u>For Contracts to be entered with foreign Contractors/ Service Provider:</u></b> <i>[Not Applicable]</i></p> <p><b>b) <u>For Contracts to be entered with nationals of Pakistan:</u></b></p> <p>1. If any dispute of any kind whatsoever shall arise between the Procuring Agency and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract—whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 7 (seven) days following a notice sent by one Party to the other Party in this regard.</p>

		<p>At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of both parties.</p> <p>2. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of both parties. The Arbitration shall take place in Karachi and proceedings will be conducted in English language.</p> <p>3. The cost of mediation and arbitration shall be shared by the parties in equal proportion, however both parties shall bear their own costs and lawyer's fees regarding their own participation in mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may commence prior to, during or after delivery of goods.</p> <p>4. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Supplier any monies due to the Supplier</p>
18.	34.1	<p>Indemnification against Loss to Facility/ Property/ Equipment/ Infrastructure of the Procuring Agency</p> <p>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:</p> <p>(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</p> <p>(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.</p> <p>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</p>

		<p>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.</p>
19.	35.1	<p><b>Procuring Agency's address for notice purposes:</b></p> <p>Chief Engineer (O&amp;M)/Project Director (PIU), 660MW CFPP, Mohra Jabal, Sehwan Dadu Road, Indus Highway, Jamshoro</p> <p><b>Supplier's address for notice purposes:</b> <i>[same as provided by bidder in "Bidder's Information Form" by the most Advantageous Bidder]</i></p>

## SECTION IX: CONTRACT FORMS

# 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 Supplier 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

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*[name of bank or financial institution]*

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*[address]*

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*[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.

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[Buyer]

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[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).