

# **REQUEST FOR PROPOSAL**

**TNCB-23/ASH-GYPSUM/DISPOSAL/660MW/JPCL-2025**

---

**Procurement of Transportation Services on  
“Aggregate Charges Rs./Ton Basis” for Disposal  
of Fly Ash, Bottom Ash & FGD Gypsum from  
660MW, CFPP Jamshoro in compliance with SEPA  
guidelines on designated sites/facilities**

---

**(Single Stage -Two Envelope Procedure)  
(National Competitive Bidding)**



**660MW Coal Fired Power Plant (CFPP) Jamshoro  
JAMSHORO POWER COMPANY LIMITED (JPCL)**

---

**December 2025**

## **SECTION-I INTRODUCTION AND INVITATION TO PROPOSAL**

## INTRODUCTION

- a. Jamshoro Power Generation Company Limited (JPCL), operates as Public Corporate Entity and subsidiary of Ministry of Energy (Power Division), Government of Pakistan with a mandate to improve and maintain efficiency in generating electric power through economical and efficient use of resource in transparent manner.
- b. Pakistan faces energy shortage that decreases industrial productivity and adversely affects the social welfare of the people. To sustain economic growth and make it more inclusive, a reliable supply of electricity is essential, as electricity is central to almost every aspect of the country's sustainable socio-economic development. Uninterrupted supply of electricity supports commerce and business, maintains and attracts industrial activities for job creation, and enhances people's well-being. The objective is to achieve energy efficiency on cheaper fuels like coal to increase electricity supply and to decrease generation cost.
- c. JPCL with Asian Development Bank ("ADB") loan, is operating a green field 660 MW (Gross) Supercritical Coal-Fired Power Plant at Jamshoro, Sindh, Pakistan to meet energy requirements of Pakistan in a cost-effective manner to help address the country's power shortage and improve reliability and enhance energy security by diversifying the fuel mix.
- d. JPCL intends to dispose of the byproducts of the power plant that would be produced by using 100% imported sub-bituminous coal or the blend of sub-bituminous imported coal and the indigenous lignite coal sourced from Thar in 80:20 ratio. The coal after burning in the furnace, will extract Fly Ash and Bottom Ash as follows:

<b>Fly Ash</b>	MT/Day	MT/Month	Load Factor	MT/Year
Blend of Design and Check Coal	602	18067	0.55%	216,810
<b>Bottom Ash</b>				
Blend of Design and Check Coal	40	1205	0.55%	14454

While generating Power, JPCL has always been a forerunner in complying with stringent environmental norms. which binds the thermal power plants to reduce Sulphur Di Oxide (SO<sub>2</sub>) emission below the prescribed limit. In order to capture the SO<sub>2</sub> from the flue gas before emission, Flue Gas Desulphurization (FGD) plant has been installed in the flue gas path at 660 MW Coal Fired Power Plant. The Limestone will be utilized in Flue Gas Desulfurization (FGD) to remove sulfur dioxide (SO<sub>2</sub>) from exhaust flue gases. The Limestone after process of removing sulfur dioxide (SO<sub>2</sub>) from exhaust flue gases, will discharge Gypsum. The quantity of Gypsum, will be produced as under:

GYPSUM	MT/Day	MT/Month	Load Factor	MT/Year
Blend of Design and Check Coal	120	3614	0.55%	43362

- e. The Ash/Gypsum dumping facility is not available at CFPP, only contingency storage has been developed to meet emergencies, the aforementioned byproducts could not be stored and would be disposed of in timely manner 24/7 round the clock to maintain the storages at 75% free to keep the machine running.
- f. All prospective transport service providers/firms/companies/contractors having relevant Certificates/ Licenses/Permits/Approvals from regulatory bodies established for that particular trade or business and experienced in disposal of Coal Ash and Gypsum from Coal Fired Power Plants or have provided similar services or carried out corresponding works on local or national/international levels are required to submit their bids for lifting on "**Rupees/Ton**" basis and transport in compliance with SEPA guidelines to intended destination outside the powerhouse boundaries. The bids with "**Lowest Price Offer**", will be declared as "**The Most Advantageous Bid**" and will be awarded "**Contract**" for the period of one year on terms & conditions and the format that has been provided in the Tender Documents.
- g. **Location:** The plant is located on Sehwan Dadu Road, Indus Highway, Mohra Jabal Jamshoro at a distance of about 20 Kms from Hyderabad and about 150 Kms from Karachi, Sindh Pakistan. The Hyderabad, Kotri and Sindh University (Jamshoro) Railway stations fall within 25~30 km distance.



## **Proposal No. TNCB-23/ASH-GYPSUM/DISPOSAL/660MW/JPCL-2025**

For

**"Procurement of Transportation Services on "aggregate Rs./MT charge basis" for disposal of Fly Ash, Bottom Ash and FGD Gypsum from 660MW, CFPP Located at Jamshoro, Sindh and dumping in compliance with SEPA guidelines on designated sites/facilities"**

## **INVITATION TO PROPOSAL**

**Date: 08.12.2025**

1. This Invitation to Proposals follows the Procurement Advertisement (PA) PID (1) No. 4619/25 for the subject Procurement which appeared on National Newspapers on 5.12.2025 and JPCL/PPRA's websites on 8.12.2025
2. JPCL invites sealed Proposals from prospective Service providers, bonafide transporters, financially sound Agencies/Firms/Companies having relevant Licenses/ Permits/ Approvals from regulatory bodies established for that particular trade or business and experienced in disposal of Coal Fly Ash, Bottom Ash and FGD Gypsum from Coal Fired Power Plants or have provided similar services or carried out corresponding works on local or national/ international levels, for execution of works of disposal from 660 MW, CFPP Jamshoro in compliance with SEPA guidelines and dumping on designated sites in environment friendly manner.
3. The bidding shall be conducted in line with the "**Single Stage-Two Envelope**" procedure; Technical Proposal and Financial Proposal, under Rule 36 (b) of the Public Procurement Rules, 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Public Procurement Regulatory Authority ("PPRA") from time to time, and is open to all eligible bidders.
4. The technical proposal in which the bidder would be required to provide details regarding compliance with the eligibility and qualification criteria.
5. The price bid/financial proposal is submitted along with the tender document separately in a sealed envelope and superscribed with "PRICE BID" along with the tender enquiry number & name of the work. Both the techno-commercial & price bid envelopes should be kept in a third envelope sealed and superscribed with tender enquiry number and name of the work.
6. In case, these tender documents are downloaded from JPCL-website, the payment of Rs.5,000 must be made by Pay Order/ D.D in favor of "CEO Jamshoro Power Company Limited" and the same must be attached with the Bid Proposal, at the time of its submission of Bid, without which the Bid Proposal will not be accepted.
7. All proposals must be accompanied by Bid Security in an acceptable form in the amount of PKR 2,000,000/- (in words: Pak Rupees Two Million only). The original bid along with a

copy, properly filled in, and enclosed in sealed envelopes must be delivered to the address at "**Office of Project Director, Jamshoro Coal Fired Power Project Mohra Jabal, Dadu Road, Jamshoro**" at or before **1200 hrs. (PST) on 24-12-2025**. The proposals (the technical part of the Proposal only) will be opened promptly thereafter at 1230 hrs. in the presence of bidders' representatives who choose to attend the opening at Conference Room, 1<sup>st</sup> Floor, Main Admin Building, Thermal Power Station, Jamshoro.

8. A Pre-Bid Meeting/Site Visit will be held at 1200 hours on 16-12-2025 **at JPCL Conference Room, 1<sup>st</sup> Floor, Main Admin Building, Thermal Power Station, Jamshoro.**

**Project Director,**  
Jamshoro Coal Fired Power Project,  
Mohra Jabal, Dadu Road, Jamshoro  
Phone: 022 9213744, 022 9213742  
email: [pdpiu@jpcl.com.pk](mailto:pdpiu@jpcl.com.pk)

## ii) Brief Description of RFP Documents

### PART-A - BIDDING PROCEDURE & REQUIREMENTS

#### Section I - Introduction & Invitation to Proposals

#### Section II- Instructions to Service Providers (ITSP)

This Section provides information to help Service providers prepare their Proposals. Information is also provided on the submission, opening, and evaluation of Proposals and on the award of Contracts. *This Section contains provisions that are to be used without modifications.*

#### Section III- Proposal Data Sheet (PDS)

This Section includes provisions specific to procurement and to supplement Section-II, Instructions to Service providers (ITSP). This section may be customized where option is available, in accordance with the requirements of the Procuring Agency.

#### Section IV - Eligible Countries

This Section contains information regarding eligible countries.

#### Section V - Schedule of Requirements

This Section includes the details of Scope of Work, Delivery of Services, specifications for the transportation services to be procured, eligibility & qualification criteria and evaluation criteria of responsive and qualified Proposal(s).

#### Section VI - Standard Forms

This Section includes the standard forms for the Proposal Submission, Price Schedules, and Proposal Security etc. These forms are to be completed and submitted by the Service provider as part of its Proposal.

#### Section VII General Conditions of Contract (GCC)

This Section includes the general clauses to be applied in all the contracts. *This Section contains provisions that are to be used without modifications.*

#### Section VIII Special Conditions of Contract (SCC)

This Section consists of Contract Data and Specific Provisions which contains clauses specific to this contract. This section may be customized where option is available, in accordance with the requirements of the Procuring Agency.

### PART-B - Final Contract and Contract Standard Form

#### Section IX Contract Definitions, Contract Format and Contract Standard Forms

### **iii) Guidelines for Submission of Proposal**

The Proposal complete in all respects, must be submitted in two parts;

- 1) Techno-Commercial part**
- 2) Financial /Price part**

#### **Techno-Commercial Proposal:**

The bidder must submit the following along with the Techno-Commercial Proposal:

- 1) Bid Security of Rs. 2,000,000 (Rupees: Two Million only)
- 2) RFP Document Cost, Rs. 5000 (Rupees: Five Thousand only) as per NIT.
- 3) Photocopies of GST/SRB Registration and Active Taxpayer Registration Certificate.
- 4) Filled in and signed Bid Forms (refer check list) on the formats as specified in Bid Forms Section-VI as a token of acceptance.
- 5) Credentials in support of qualifying requirements.

#### **Financial/Price Proposal:**

The Financial Proposal generally entails the following information:

- The offered commercial price and unit rates on the lifting of Fly Ash, Bottom Ash and FGD Gypsum from the stipulated points of collection and dumping in compliance with SEPA guidelines on designated sites/facilities outside the plant premises.
- State clearly to Charge the Owner aggregate “**Rupees per Ton**” for the collection and disposal of Fly Ash, Bottom Ash and FGD Gypsum in compliance with SEPA guidelines.
- All prices shall be inclusive of all applicable Taxes and Duties. No escalation rates shall be applicable throughout the duration of the contract.

### **iv) Provisional Check List for Submission of Proposal**

<b>S.Nº</b>	<b>Description</b>	<b>Status</b>
1.	Tender Document Fee Paid (Receipt attached)	
2.	Bid Security/Earnest Money accompanies with the Bid on required format.	
3.	Technical Proposal Separately Enveloped & Sealed	
4.	Financial Proposal Separately Enveloped & Sealed	
5.	Bid Proposals (Technical and Financial) in a single Sealed Envelope	
6.	Original and a Copy are accompanied with Bid	
7.	RFP document submitted on scheduled date and time.	

8.	Tender Identification Number is clearly mentioned on the sealed Envelope of Bidding Document	
9.	Bidding Document is properly signed by Authorized Representative and stamped where necessary	
10.	Bidding Document is Single Firm/JV. In case of JV, all relevant documents/forms must be duly filled in and attached.	

### v) Check List for Standard RFP Forms

Form #	NAME OF BID FORM	REQUIREMENT
1.	Letter of Technical Proposal	On letterhead of the Service Provider/Firm with date and signed by Authorized Representative and stamped.
2.	Financial Proposal Submission Sheet	(Form No. 2 Must be enclosed in Financial Proposal)
3.	Service Provider's Information Form	On letterhead of the Service Provider/Firm with date and signed by Authorized Representative and stamped.  [Note: In case of JV Agreement The same will be dated and signed by Authorized Representative of each consortium/ JV partner, duly witnessed, notarized and stamped on PKR 200/- Stamp Paper
4.	Service Provider's JV Members Information Form	On letterhead of the Service Provider/Firm with the date and signed by Authorized Representative and stamped.  (Must be enclosed in Financial Proposal)
5.	Price Schedule: Form of Bid Price	On letterhead of the Service Provider/Firm with the date and signed by Authorized Representative and stamped.  (Must be enclosed in Financial Proposal)
6.	Form of Bid Security	In case of Bank Guarantee, it will be on Stamp Paper.  (No need of this form in case of submission of CDR/ Pay order)
7.	Blacklisting	Declaration to be printed on Stamp Paper of PKR 200/-
8.	Pending Litigation	On letterhead of the Service Provider/Firm with the date and signed by Authorized Representative and stamped.
9.	Undertaking of Eligibility/ Non-Blacklisting	To be dated and signed by Authorized Representative, duly witnessed, notarized and stamped on PKR 200/- Stamp Paper
10.	Power of Attorney(s)	To be dated and signed by Authorized Representative, duly notarized, and stamped on PKR 200/- Stamp Paper

		In case of JV, Power of Attorney must be submitted by each JV Member Separately
11.	Financial Situation	
12.	Average Annual Turnover	
13.	Specific Experience (Summary Sheet)	
14.	Specific Experience	
15.	Human Resource and Specialized Vehicle details	

**Note:**

1. *All the forms of Section VI "Standard Forms" are required to be filled along with the requisite documents, signed and stamped on letterhead/ Stamp Papers, notarized where needed, as mentioned against each above.*
2. *Form No. 2 and 5 MUST be enclosed in Financial Proposal, all other forms should be Enclosed with Technical Proposal (In no case, the price should be visible in Technical Proposal, otherwise the Proposal will be declared non-responsive)*

# Table of Contents

SECTION-I INTRODUCTION AND INVITATION TO PROPOSAL .....	2
i) INTRODUCTION.....	3
ii) INVITATION TO PROPOSAL .....	5
iii) Brief Description of RFP Documents .....	7
iv) Guidelines for Submission of Proposal .....	8
v) Provisional Check List for Submission of Proposal .....	8
vi) Check List for Standard RFP Forms.....	9
SECTION-II INSTRUCTION TO SERVICE PROVIDER (ITSP) .....	13
A. INTRODUCTION .....	14
B. RFP DOCUMENTS.....	17
C. PREPARATION OF PROPOSALS .....	20
D. SUBMISSION OF PROPOSALS .....	27
E. OPENING AND EVALUATION OF PROPOSALS.....	28
F. AWARD OF CONTRACT .....	37
G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM .....	40
H. MECHANISM OF BLACKLISTING .....	41
SECTION-III PROPOSAL DATA SHEET (PDS) .....	44
(A)Introduction .....	45
(B) Request For Proposal documents.....	46
(C) Preparation of Proposals.....	46
(D)Submission of Proposals .....	47
(E) Opening and Evaluation of Proposals .....	47
(F) Award of Contract.....	48
(G)Grievance Redressal & Complaint Review Mechanism.....	48
SECTION-IV ELIGIBLE COUNTRIES.....	49
SECTION-V SCHEDULE OF REQUIREMENTS & SCOPE OF WORKS.....	50
1. <i>Scope of Work</i> .....	51
2. <i>Delivery Requirement</i> .....	Error! Bookmark not defined.
3. <i>Eligibility Criteria</i> .....	59
4. <i>Qualification Criteria</i> .....	61
SECTION-VI STANDARD FORMS.....	64
1. Letter of Technical Proposal .....	65
2. Financial Proposal Submission Sheet.....	67
3. Service provider Information Form .....	70
4. Service provider's JV Members Information Form .....	71

6. Form of Bid Security .....	73
7. Blacklisting .....	75
8. Pending Litigation .....	76
9. Undertaking of Eligibility.....	77
10. Power of Attorney .....	78
11. Financial Situation .....	79
12. Average Annual Turnover .....	81
13. General Experience .....	82
14. Specific Experience .....	83
15. Personnel and Specialized Vehicles' Details.....	84
<b>SECTION-VII GENERAL CONDITIONS OF THE CONTRACT .....</b>	<b>85</b>
<b>SECTION-VIII SPECIAL CONDITIONS OF CONTRACT .....</b>	<b>99</b>
<b>SECTION-IX CONTRACT FORMAT/ FORMS .....</b>	<b>106</b>
Contract Terms and Conditions .....	107
Performance Security (or guarantee) Form .....	122
Integrity Pact.....	123
Declaration of Beneficial Owners.....	124

## **SECTION-II      INSTRUCTION TO SERVICE PROVIDER (ITSP)**

## A. INTRODUCTION

<b>1. Scope of Proposal</b>	1.1	<p>The Procuring Agency (PA), as indicated in the <b>Proposal Data Sheet (PDS)</b>, invites Proposal for the <i>"Procurement of Transportation Services for Disposal of Fly Ash, Bottom Ash and FGD Gypsum on aggregate Charge, "Rupees/Ton"</i> from <i>660MW CFPP Jamshoro and dumping</i> in compliance with <i>SEPA guidelines on designated sites/facilities outside plant boundaries on single responsibility basis</i>" specified in the PDS and in <b>Section V- "Schedule of Requirements &amp; Scope of works"</b>. The name, identification and number of items/deliverables are provided in the PDS. Open Competitive Bidding using Single Stage Two Envelope procedure shall be used. The successful Service providers will be expected to provide the services within the specified period and timeline(s) as stated in the PDS.</p>
<b>2. Source of Funds</b>	2.1	JPCL own resources.
<b>3. Eligible Service Providers</b>	3.1	<p>A Service provider may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the PDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of the contract.</p>
	3.2	<p><i>(The limit on the number of members of JV or Consortium or Association may be prescribed in PDS, in accordance with the guidelines issued by the PPRA).</i></p> <p>The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.</p>

	3.3	A verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Proposal.
	3.4	Any Proposal submitted by the Joint Venture, Consortium or Association shall indicate the part of the proposed contract to be performed by each party and each party shall be evaluated with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.
	3.5	The invitation for proposal is open to all prospective service providers 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 Service Providers 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 service provider must have to initiate the registration process before the Proposal submission and the necessary evidence shall be submitted to the procuring agency along with their Proposal, however, the final award will be subject to the complete registration process.
	3.7	<p>A Service Provider shall not have a conflict of interest. All Service Provider found to have a conflict of interest shall be disqualified. A Service Provider may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:</p> <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 Proposal.</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> </ul>

		<ul style="list-style-type: none"> <li>d) have the same legal representative for purposes of this Proposal; 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 Proposal of another Service Provider, or influence the decisions of the Procuring Agency regarding this Bidding process; or</li> <li>f) Submit more than one Proposal in this Bidding process.</li> </ul>
	3.8	<p>A Service Provider may be ineligible if -</p> <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 Service Provider is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;</li> <li>(c) legal proceedings are instituted against such Service Provider 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;</li> <li>(d) the Service Provider is convicted, by a final judgment, of any offence involving professional conduct;</li> <li>(e) the Service Provider is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of proposal securing declaration.</li> <li>(f) The firm, service provider and contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them</li> </ul>
	3.9	Service Provider shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively
	3.10	Service Provider shall provide such evidence of their continued eligibility to the satisfaction of the Procuring Agency, as the Procuring Agency shall reasonably request.

	3.11	Service Provider shall submit Proposal relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to the more than ten (10) percent of the Proposal price is envisaged.
<b>4. One Proposal per Service Provider</b>	4.1	A Service Provider shall submit only one Proposal, in the same bidding process, either individually as a Service Provider or as a member in a joint venture or any similar arrangement
	4.2	No Service Provider can be a sub-contractor while submitting a proposal individually or as a member of a joint venture in the same Bidding process
	4.3	A person or a firm cannot be a sub-contractor with more than one Service Provider in the same bidding process.
<b>5. Cost of Bidding</b>	5.1	The Service Provider shall bear all costs associated with the preparation and submission of its Proposal, 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. RFP DOCUMENTS

<b>6. Contents of Bidding Documents</b>	6.1	<p>The Services required, bidding procedures, and terms and conditions of the contract are prescribed in the RFP Documents. In addition to the Invitation for Proposal, the RFP documents which should be read in conjunction with any addenda issued in accordance with ITSP 8.1 include:</p> <p><b>Section I -Introduction &amp; Invitation to Proposal</b></p> <p><b>Section II Instructions to Service Providers (ITSP)</b></p> <p><b>Section III Proposal Data Sheet (PDS)</b></p> <p><b>Section IV Eligible Countries</b></p> <p><b>Section V Technical Specifications, Schedule of Requirements Evaluation and Qualification Criteria</b></p> <p><b>Section VI Standards Form</b></p> <p><b>Section VII General Conditions of Contract (GCC)</b></p> <p><b>Section VIII Special Conditions of Contract (SCC)</b></p> <p><b>Section IX Contract Format and Standard Contract Forms</b></p>
	6.2	The number of copies to be completed and returned with the Proposal is specified in the PDS.
	6.3	The Procuring Agency is not responsible for the completeness of the RFP documents and their addenda, if they were not obtained directly from the Procuring Agency or the signed

		pdf version downloaded from the website of the Procuring Agency. However, Procuring Agency shall place both the pdf and same editable version to facilitate the service provider for filling in the forms
	6.4	The Service provider is expected to examine all instructions, forms, terms and specifications in the RFP documents. Failure to furnish all the information required in the RFP documents will be at the Service provider's risk and may result in the rejection of his Proposal.
<b>7. Clarification of RFP Documents</b>	7.1	A prospective Service provider requiring any clarification of the RFP documents may notify the Procuring Agency in writing or in electronic form that provides a record of the content of communication at the Procuring Agency's address indicated in the <b>PDS</b> .
	7.2	The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in <b>ITSP 22.1</b> . However, this clause shall not apply in case of alternate methods of Procurement.
	7.3	Copies of the Procuring Agency's response will be forwarded to all identified Prospective Service providers through an identified source of communication, including a description of the inquiry, but without identifying its source.  In case of downloading of the RFP document from the website of PA, the response of all such queries will also be available on the same link available at the website.
	7.4	Should the Procuring Agency deem it necessary to amend the RFP document as a result of a clarification, it shall do so following the procedure under <b>ITSP 8</b> .
	7.5	If indicated in the PDS, the Service provider's designated representative is invited at the Service provider's cost to attend a pre-proposal meeting at the place, date and time mentioned in the PDS. During this pre-proposal meeting, prospective Service providers may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the RFP document.

	7.6	Minutes of the pre-Proposal meeting, if applicable, including the text of the questions asked by Service providers, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Service providers who have obtained the RFP documents. Any modification to the RFP documents that may become necessary as a result of the pre-Proposal meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITSP 8. Non- attendance at the pre-Proposal meeting will not be a cause for disqualification of a Service provider.
<b>8. Amendment of RFP Documents</b>	8.1	Before the deadline for submission of Proposals, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Service provider or pre-proposal meeting may modify the RFP documents by issuing addenda.
	8.2	<p>Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to <b>ITSP 6.1</b> and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the service providers who have obtained the RFP documents from the Procuring Agency. The Procuring Agency shall promptly publish the Addendum at the Procuring Agency's web page identified in the PDS:</p> <p>Provided that the service provider who had either already submitted their proposal or handed over the proposal to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed proposal and submit the revised proposal prior to the original or extended proposal submission deadline.</p>
	8.3	To give prospective Service providers reasonable time in which to take an addendum/corrigendum into account in preparing their Proposals, the Procuring Agency may, at its discretion, extend the deadline for the submission of Proposals:

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

### C. PREPARATION OF PROPOSALS

<b>9. Language of Proposal</b>	9.1	The Proposal prepared by the Service provider, as well as all correspondence and documents relating to the Proposal exchanged by the Service provider and the Procuring Agency shall be written in the English language unless otherwise specified in the PDS. Supporting documents and printed literature furnished by the Service provider may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless otherwise specified in the <b>PDS</b> , in which case, for purposes of interpretation of the Service provider, the translation shall govern.
<b>10. Documents Constituting the Proposal</b>	10.1	<p>The Proposal prepared by the Service Provider shall constitute the following components: -</p> <ul style="list-style-type: none"> <li>a) Form of Proposal and Proposal Prices completed in accordance with <b>ITSP 13 and 14</b>;</li> <li>b) Documentary evidence established in accordance with <b>ITSP 12</b> that the Service provider is eligible and/or qualified for the subject bidding process;</li> <li>c) Documentary evidence established in accordance with <b>ITSP 12.3(a)</b> that the Service provider has been authorized to provide the services in Pakistan;</li> <li>d) Documentary evidence established in accordance with <b>ITSP 11</b> that services to be provided by the Service provider are eligible services, and conform to the RFP documents;</li> <li>e) Proposal security or Proposal Securing Declaration furnished in accordance with <b>ITSP 17</b>;</li> <li>f) Duly Notarized Power of Attorney authorizing the signatory of the Service provider to submit the proposal; and</li> </ul> <p>Any other document required in the PDS.</p>

<b>11. Documents Establishing Eligibility of the Services and Conformity to RFP Documents</b>	11.1    11.2	<p>To establish the conformity of the Non-Consulting Services to the RFP document, the Service provider shall furnish as part of its Proposal the documentary evidence that Services provided conform to the technical specifications and standards.</p> <p>Standards for the provision of Non-Consulting Services are intended to be descriptive only and not restrictive. The Service provider may offer other standards of quality provided that it demonstrates, to the procuring agency's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified the Section V, Procuring Agency's Requirements.</p>
	11.3	<p>The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.</p>
<b>12. Documents Establishing Eligibility and Qualification of the Service Provider</b>	12.1    12.2	<p>Pursuant to ITSP 10, the Service provider shall furnish, as part of its Proposal, all those documents establishing the Service provider's eligibility to participate in the bidding process and/or its qualification to perform the contract if its Proposal is accepted.</p> <p>The documentary evidence of the Service provider's eligibility to Proposal shall establish to the satisfaction of the Procuring Agency that the Service provider, at the time of submission of its proposal, is from an eligible country as defined in Section-IV, titled as "Eligible Countries".</p>
	12.3	<p>The documentary evidence of the Service provider's qualifications to perform the contract if its Proposal is accepted shall establish to the satisfaction of Procuring Agency that:</p> <ol style="list-style-type: none"> <li>the Service provider has the financial, technical, and transportation capability necessary to perform the Contract, meets the qualification criteria specified in <b>PDS</b>.</li> <li>in the case of a Service provider not doing business within Pakistan, the Service provider is or will be (if awarded the contract) represented by an Agent in Pakistan equipped, and able to carry out the Service</li> </ol>

		<p>provider's transportation obligations prescribed in the Conditions of Contract and/or Technical Specifications.</p> <p>c) that the Service provider meets the qualification criteria listed in the Proposal Data Sheet.</p>
<b>13. Form of Proposal</b>	13.1	The Service provider shall fill the Form of Proposal furnished in the RFP documents. The Proposal Form must be completed without any alterations to its format and no substitute shall be accepted.
<b>14. Proposal Prices</b>	14.1	The Proposal Prices and discounts quoted by the Service provider in the Form of Proposal and in the Price Schedules shall conform to the requirements specified below in ITSP Clause 14 or exclusively mentioned hereafter in the RFP documents
	14.2	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.
	14.3	<p>Items not listed in the Price Schedule shall be assumed not to be included in the Proposal, and provided that the Proposal is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive service provider(s) shall be construed to be the price of those missing item(s): Provided that:</p> <p>(a) where there is only one (substantially) responsive service provider, or</p> <p>(b) where there is provision for alternate proposals and the respective items are not listed in the other proposals, the procuring agency may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.</p>
	14.4	The Proposal price to be quoted in the Form of Proposal in accordance with <b>ITSP 13.1</b> shall be the total price of the Proposal, excluding any discounts offered.
	14.5	The Service provider shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Proposal price of the services it proposes to provide under the contract.

	14.6	<b>Prices quoted by the Service provider shall be fixed during the Service provider's performance of the contract and not subject to variation on any account.</b> A Proposal submitted with an adjustable price will be treated as non- responsive and shall be rejected, pursuant to ITSP 28
	14.7	If so, indicated in the Invitation to Proposals and Instructions to Service providers, that Proposals are being invited for individual contracts (Lots) or for any combination of contracts (packages), Service providers wishing to offer any price reduction for the award of more than one contract shall specify in their Proposal the price reductions applicable to each package, or alternatively, to individual contracts (Lots) within a package.
<b>15. Proposal Currencies</b>	15.1	Prices shall be quoted in Pakistani Rupees unless otherwise specified in the PDS
	15.2	For the purpose of comparison of proposals quoted in different currencies, the price shall be converted into a single currency specified in the RFP documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) proposals specified in the RFP documents, as notified by the State Bank of Pakistan on that day.
	15.3	Service providers shall indicate details of their expected foreign currency requirements in the Proposal.
<b>16. Proposal Validity Period</b>	16.1	Proposals shall remain valid for the period specified in the PDS after the Proposal submission deadline prescribed by the Procuring Agency. A Proposal valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of Proposal validity will be determined from the complementary proposal securing instrument i.e. the expiry period of proposal security or proposal securing declaration as the case may be.
	16.2	Under exceptional circumstances, prior to the expiration of the initial Proposal validity period, the Procuring Agency may request the Service providers' consent to an extension of the period of validity of their Proposals only once, for the period not more than the period of initial proposal validity. The request and the Service Providers responses shall be made in writing or in electronic forms that provide record of the content of communication. The Proposal Security provided under ITSP 17 shall also be suitably extended. A Service provider may refuse the request without forfeiting its

		proposal security or causing to be executed its Proposal Securing Declaration. A Service provider agreeing to the request will not be required nor permitted to modify its Proposal, but will be required to extend the validity of its Proposal Security or Proposal Securing Declaration for the period of the extension, and in compliance with <b>ITSP 17</b> in all respects
	16.3	If the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Proposal validity period, the contract price may be adjusted by a factor specified in the request for extension. However, the Proposal evaluation shall be based on the already quoted Proposal Price without taking into consideration on the above correction
<b>17. Bid Security or Bid Securing Declaration</b>	17.1	Pursuant to <b>ITSP 10</b> , unless otherwise specified in the <b>PDS</b> , the Service provider shall furnish as part of its Proposal, a Proposal Security in form of a fixed amount not exceeding five percent of the estimated value of procurement determined by the procuring agency and in the amount and currency specified in the <b>PDS</b> or Proposal Securing Declaration as specified in the <b>PDS</b> in the format provided in <b>Section VI (Standard Forms)</b>
	17.2	The Proposal Security or Proposal Securing Declaration is required to protect the Procuring Agency against the risk of Service provider's conduct which would warrant the security's forfeiture, pursuant to <b>ITSP 17.9</b>
	17.3	The Proposal Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the <b>PDS</b> which shall be a Bank Draft in the name of the Procuring Agency and valid for twenty-eight (28) days beyond the end of the validity of the Proposal. This shall also apply if the period for Proposal Validity is extended. In either case, the form must include the complete name of the Service provider;
	17.4	a) The Proposal Security or Proposal Securing Declaration shall be in accordance with the Form of the Proposal Security or Proposal Securing Declaration included in <b>Section VI (Standard Forms)</b> or another form approved by the Procuring Agency prior to the Proposal submission

	17.5	b) The Proposal Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in <b>ITSP 17.9</b> are invoked.
	17.6	Any Proposal not accompanied by a Proposal Security or Proposal Securing Declaration in accordance with <b>ITSP 17.1 or 17.3</b> shall be rejected by the Procuring Agency as non-responsive, pursuant to <b>ITSP 28</b> .
	17.7	Unsuccessful Service providers' Proposal 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 Proposal Validity prescribed by the Procuring Agency pursuant to <b>ITSP 16</b> . The Procuring Agency shall make no claim to the amount of the Proposal Security, and shall promptly return the Proposal Security document, after whichever of the following that occurs earliest: <ul style="list-style-type: none"> <li>(a) the expiry of the Proposal Security;</li> <li>(b) the entry into force of a procurement contract and the provision of a Performance Guarantee (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Proposal documents;</li> <li>(c) the rejection by the Procuring Agency of all Proposals;</li> <li>(d) the withdrawal of the Proposal prior to the deadline for the submission of Proposals, unless the Proposal documents stipulate that no such withdrawal is permitted.</li> </ul>
	17.8	The successful Service provider's Proposal Security will be discharged upon the Service provider signing the contract pursuant to <b>ITSP 41</b> , or furnishing the Performance Guarantee, pursuant to <b>ITSP 42</b> .
	17.9	The Proposal Security may be forfeited or the Proposal Securing Declaration executed: <ul style="list-style-type: none"> <li>a) if a Service provider:               <ul style="list-style-type: none"> <li>i) withdraws its Proposal during the period of Proposal Validity as specified by the Procuring Agency, and referred by the service provider on the Form of Proposal except as provided for in <b>ITSP 16.2</b>; or</li> <li>ii) does not accept the correction of errors pursuant to <b>ITSP 30.3</b>; or</li> </ul> </li> </ul>

		<p>b) in the case of a successful Service provider, if the Service provider fails:</p> <ul style="list-style-type: none"> <li>i) to sign the contract in accordance with <b>ITSP 41</b>; or</li> <li>ii) to furnish Performance Guarantee in accordance with <b>ITSP 42</b></li> </ul>
	17.10	The proposal security shall be valid for a period specified in PDS. Proposals with shorted proposal security validity period shall be rejected straight away.
<b>18. Alternative Proposal by Service Providers</b>	18.1	Service providers shall submit offers that comply with the requirements of the RFP documents, including the basic Service provider's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the <b>PDS</b> . If so allowed, <b>ITSP 19.2</b> shall prevail
<b>19. Withdrawal, Substitution, and Modification of Proposals</b>	19.1	Before proposal submission deadline, any service provider may withdraw, substitute, or modify its Proposal 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
	19.2	Proposals requested to be withdrawn in accordance with <b>ITSP 19.1</b> shall be returned unopened to the Service providers.
<b>20. Format and Signing of Proposal</b>	20.1	The Service provider shall prepare an original and the number of copies of the Proposal as indicated in the <b>PDS</b> , clearly marking each "ORIGINAL" and "COPY," as appropriate. In the event of any discrepancy between them, the original shall prevail.
	20.2	The original and the copy or copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Service provider or a person or persons duly authorized to sign on behalf of the Service provider. This authorization shall consist of a written confirmation as specified in the <b>PDS</b> and shall be attached to the Proposal. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Proposal, except for un- amended printed literature, shall be initialed by the person or persons signing the Proposal.

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

## D. SUBMISSION OF PROPOSALS

<b>21. Sealing and Marking of Proposals</b>	21.1	<p>The Proposal shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Proposal. Each Service provider shall submit its proposal as under:</p> <ul style="list-style-type: none"> <li>a) Service provider shall submit its TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in a separate inner envelope and enclosed in a single outer envelope.</li> <li>b) ORIGINAL and each copy of the Proposal shall be separately sealed and put in separate envelopes and marked as such.</li> </ul> <p>The envelopes containing the ORIGINAL and a copy will be put in one sealed envelope and addressed / identified as given in Sub- Clause 21.2</p>
	21.2	<p>The inner and outer envelopes shall:</p> <ul style="list-style-type: none"> <li>a) be addressed to the Procuring Agency at the address provided in the Proposal Data;</li> <li>b) bear the name and identification number of the contract as defined in the PDS; and provide a warning not to open before the time and date for proposal opening, as specified in the Proposal Data pursuant to <b>ITSP 25.1</b>.</li> <li>c) In addition to the identification required in Sub- Clause <b>21.2</b> hereof, the inner envelope shall indicate the name and address of the service provider to enable the proposal to be returned unopened in case it is declared "late" pursuant to Clause ITSP.23</li> </ul>
	21.3	<p>If all envelopes are not sealed and marked as required by <b>ITSP 21.2</b> and <b>ITSP 21.2</b> or incorrectly marked, the Procuring Agency will assume no responsibility for the misplacement or premature opening of Proposal.</p>
<b>22. Deadline for Submission of Proposals</b>	22.1	<p>Proposals shall be received by the Procuring Agency no later than the date and time specified in the PDS.</p>

	22.2	The Procuring Agency may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Proposals by amending the RFP documents in accordance with <b>ITSP 8</b> , in which case all rights and obligations of the Procuring Agency and Service providers previously subject to the deadline will thereafter be subject to the new deadline
<b>23. Late Proposals</b>	23.1	The Procuring Agency shall not consider for evaluations any Proposal that arrives after the deadline for submission of Proposals, in accordance with <b>ITSP 22</b>
	23.2	Any Proposal received by the Procuring Agency after the deadline for submission of Proposals shall be declared late, recorded, rejected and returned unopened to the Service provider.
<b>24. Withdrawal of Proposals</b>	24.1	A Service provider may withdraw its Proposal after it has been submitted, provided that written notice of the withdrawal of the Proposals, is received by the Procuring Agency prior to the deadline for submission of Proposals.
	24.2	Revised proposal may be submitted after the withdrawal of the original proposal in accordance with the provisions referred to in <b>ITSP 21</b>

## E. OPENING AND EVALUATION OF PROPOSALS

<b>25. Opening of Proposals</b>	25.1	The Procuring Agency will open all Proposals, in public, in the presence of Service providers' or their representatives who choose to attend, and other parties with a legitimate interest in the Proposal proceedings at the place, on the date and at the time, specified in the <b>PDS</b> . The Service providers' representatives present shall sign a register as proof of their attendance
	25.2	First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding proposal shall not be opened, but returned to the Service provider. No proposal withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at proposal opening

	<p>25.3 Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Proposal shall be exchanged for the corresponding Original Proposal being substituted, which is to be returned to the Service provider unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at proposal opening</p>
	<p>25.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Proposals. Any Modification shall be read out along with the Original Proposal except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial proposal opening date</p>
	<p>25.5 Other envelopes holding the Proposals shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Service providers names, the Proposal prices, the total amount of each Proposal and of any alternative Proposal (if alternatives have been requested or permitted), any discounts, the presence or absence of Proposal Security, Proposal Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee</p>
	<p>25.6 The Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the <b>PDS</b> in the presence of Service Providers` designated representatives who choose to attend and other parties with a legitimate interest in the Proposal proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening</p>

	25.7	The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Service provider; (b) whether there is a modification or substitution; (c) the presence of a bid Security, if required; and (d) Any other details as the Procuring Agency may consider appropriate
	25.8	Proposals not opened and not read out at the Proposal opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Service provider which is not read out at Proposal opening shall not be considered further.
	25.9	Service providers are advised to send in a representative with the knowledge of the content of the Proposal who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Service provider's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Service provider's Proposal
	25.10	No Proposal will be rejected at the time of Proposal opening except for late Proposals which will be returned unopened to the Service provider, pursuant to <b>ITSP 23</b>
	25.11	The Procuring Agency shall prepare minutes of the Proposal opening. The record of the Proposal opening shall include, as a minimum: the name of the Service provider and whether or not there is a withdrawal, substitution or modification, the Proposal price if applicable, including any discounts and alternative offers and the presence or absence of a Proposal Security or Proposal Securing Declaration.
	25.12	The Service providers' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Service provider'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 Service providers
	25.13	A copy of the minutes of the Proposal opening shall be furnished to individual Service providers upon request

	25.14	After the evaluation and approval of technical proposal the procuring agency, shall at a time within the proposal validity period, publicly open the financial proposals of the technically accepted proposals only. The financial proposal of proposals found technically non-responsive shall be returned un-opened to the respective service providers subject to redress of the grievances from all tiers of grievances
<b>26. Confidentiality</b>	26.1	Information relating to the examination, clarification, evaluation and comparison of Proposals and recommendation of contract award shall not be disclosed to Service providers or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report
	26.2	Any effort by a Service provider to influence the Procuring Agency processing of Proposals or award decisions may result in the rejection of its Proposal
	27.3	Notwithstanding <b>ITSP 27.2</b> from the time of Proposal opening to the time of contract award, if any Service provider wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.
<b>27. Clarification of Proposal</b>	27.1	To assist in the examination, evaluation and comparison of Proposals of the Service providers, the Procuring Agency may, ask any Service provider for a clarification of its Proposal including breakdown of prices. Any clarification submitted by a Service provider that is not in response to a request by the Procuring Agency shall not be considered.
	27.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. No change in the prices or substance of the Proposal shall be sought, offered, or permitted.
	27.3	The alteration or modification in the PROPOSAL which in any way affect the following parameters will be considered as a change in the substance of a proposal: a) evaluation & qualification criteria; b) required scope of work or specifications;

		<p>c) all securities requirements;</p> <p>d) tax requirements;</p> <p>e) terms and conditions of RFP documents.</p> <p>f) change in the ranking of the service provider</p>
	27.4	From the time of Proposal opening to the time of Contract award if any Service provider wishes to contact the Procuring Agency on any matter related to the Proposal it should do so in writing or in electronic forms that provide record of the content of communication.
<b>28. Preliminary Examination of Bids</b>	28.1	<p>Prior to the detailed evaluation of Proposals, the Procuring Agency will determine whether each Proposal:</p> <p>a) meets the eligibility criteria defined in <b>ITSP 3</b> and <b>ITSP 4</b>;</p> <p>b) has been prepared as per the format and contents defined by the Procuring Agency in the RFP documents;</p> <p>c) has been properly signed;</p> <p>d) is accompanied by the required securities; and</p> <p>e) is substantially responsive to the requirements of the RFP documents.</p> <p>The Procuring Agency's determination of a proposal's responsiveness will be based on the contents of the Proposal itself.</p>
	28.2	<p>A substantially responsive Proposal is one which conforms to all the terms, conditions, and specifications of the RFP documents, without material deviation or reservation. A material deviation or reservation is one that: -</p> <p>a) affects in any substantial way the scope, quality, or performance of the Services;</p> <p>b) limits in any substantial way, inconsistent with the RFP documents, the Procuring Agency's rights or the Service providers obligations under the Contract; or</p> <p>c) if rectified, would affect unfairly the competitive position of other Service providers presenting substantially responsive Proposals</p>
	28.3	<p>The Procuring Agency will confirm that the documents and information specified under <b>ITSP 10, 11 and 12</b> have been provided in the Proposal. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Service providers, the Proposal shall be rejected.</p>

	29.4	If a Proposal is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.
<b>29.Examination of Terms and Conditions; Technical Evaluation</b>	29.1	The Procuring Agency shall examine the Proposal to confirm that all terms and conditions specified in the <b>GCC</b> and the <b>SCC</b> have been accepted by the Service provider without any material deviation or reservation.
	29.2	The Procuring Agency shall evaluate the technical aspects of the Proposal submitted in accordance with <b>ITSP 21</b> , to confirm that all requirements specified in <b>Section V - Schedule of Requirements &amp; Scope of works</b> of the RFP documents have been met without material deviation or reservation.
	29.3	If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Proposal is not substantially responsive in accordance with <b>ITSP 28</b> , it shall reject the Proposal
<b>30.Correction of Errors</b>	30.1	<p>Proposals 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> <li>d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Proposal, the amount referred in Price Schedule</li> </ul>

		shall be treated as correct subject to elimination of other errors.
	30.2	The amount stated in the Proposal will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with the concurrence of the Service provider, shall be considered as binding upon the Service provider. If the Service provider does not accept the corrected amount, its Proposal will then be rejected, and the Proposal Security may be forfeited or the Proposal Securing Declaration may be executed in accordance with <b>ITSP 17.9</b> .
<b>31. Conversion to Single Currency</b>	31.1	To facilitate evaluation and comparison, the Procuring Agency will convert all Proposal prices expressed in the amounts in various currencies in which the Proposal prices are payable. For the purposes of comparison of proposals quoted in different currencies, the price shall be converted into a single currency specified in the RFP documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) proposals specified in the RFP documents, as notified by the State Bank of Pakistan on that day.
	31.2	The currency selected for converting Proposal prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the <b>PDS</b>
<b>32. Evaluation of Proposals</b>	32.1	The Procuring Agency shall evaluate and compare only the Proposals determined to be substantially responsive, pursuant to <b>ITSP 28</b> .
	32.2	In evaluating the Technical Proposal of each Proposal, the Procuring Agency shall use the criteria and methodologies listed in the PDS and in terms of Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.
<b>33. Domestic Preference</b>	33.1	Not Applicable in case of Services.
<b>34. Determination of Most Advantageous Proposal</b>	34.1	In case where the Procuring Agency adopts the Cost Based Evaluation Technique and, the proposal with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Most Advantageous Bid.

	34.2	<p>The Procuring Agency may adopt the Quality &amp; Cost Based Selection Technique:</p> <p>In such cases, the Procuring Agency may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the Service Providers on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of PPR-2004.</p>
<b>35. Abnormally Low Financial Proposal</b>	35.1	<p>Where the Proposal price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Most Advantageous Proposal or as a part of the post-qualification process. The following process shall apply:</p> <p class="list-item-l1">(a) The Procuring Agency may reject a Proposal if the Procuring Agency has determined that the price in combination with other constituent elements of the Proposal is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Service provider to perform that contract;</p> <p class="list-item-l1">(b) Before rejecting an abnormally low Proposal the Procuring Agency shall request the Service provider an explanation of the Proposal or of those parts which it considers contribute to the Proposal being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Proposal or parts of the Proposal being abnormally low;</p> <p class="list-item-l1">(c) The decision of the Procuring Agency to reject a Proposal and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Service provider concerned;</p> <p class="list-item-l1">(d) The Procuring Agency shall not incur any liability solely by rejecting abnormally Proposal; and</p> <p class="list-item-l1">(e) An abnormally low Proposal means, in the light of the Procuring Agency's estimate and of all the Proposals submitted, the Proposal appears to be abnormally low by not providing a margin for normal levels of profit. In order to identify the Abnormally Low Proposal (ALB) following approaches can be considered to minimize the</p>

		<p>scope of subjectivity:</p> <ul style="list-style-type: none"> <li>(i) Comparing the proposal price with the cost estimate;</li> <li>(ii) Comparing the proposal price with the proposals offered by other service providers submitting substantially responsive proposals; and</li> <li>(iii) Comparing the proposal price with prices paid in similar contracts in the recent past either government or development partner-funded.</li> </ul>
	35.2	<p>The Procuring Agency will determine to its satisfaction whether the Service provider that is selected as having submitted the most advantageous Proposal is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITSP 12.3</p>
	35.3	<p>The determination will take into account the Service provider's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Service provider's qualifications submitted by the Service provider, pursuant to ITSP 12.3, as well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these RFP documents shall not be used in the evaluation of the Service providers' qualifications.</p>
	35.4	<p>Procuring Agency may seek "Certificate for Independent Price Determination" from the Service provider and the results of reference checks may be used in determining an award of contract.</p> <p><i>Explanation: The Certificate shall be furnished by the service provider. The service provider shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.</i></p>
	35.5	<p>An affirmative determination will be a prerequisite for award of the contract to the Service provider. A negative determination will result in rejection of the Service provider's Proposal, in which event the Procuring Agency will proceed to the next ranked service provider to make a similar determination of that Service provider's capabilities to perform satisfactorily</p>

## F. AWARD OF CONTRACT

<b>36. Criteria of Award</b>	36.1	Subject to ITSP 37, the Procuring Agency will award the Contract to the Service provider whose Proposal has been determined to be substantially responsive to the RFP documents and who has been declared as Most Advantageous Service provider, provided that such Service provider has been determined to be: a) eligible in accordance with the provisions of ITSP 3; b) is determined to be qualified to perform the Contract satisfactorily; and c) Successful negotiations have been concluded, if any.
<b>37. Negotiations</b>	37.1	Negotiations may be undertaken with the Most Advantageous Proposal 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 Proposal 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;
	37.2	Where negotiation fails to result in an agreement, the Procuring Agency may invite the next ranked Service provider for negotiations. Where negotiations are commenced with the next ranked Service provider, the Procuring Agency shall not reopen earlier negotiations.
<b>38. Procuring Agency's Right to reject All Proposals</b>	38.1	Notwithstanding ITSP 36, the Procuring Agency reserves the right to reject all the proposals and to annul the Bidding process at any time prior to Acceptance of a Proposal, without thereby incurring any liability to the affected Service provider or Service providers. However, the Authority (i.e. PPRA) may call from the Procuring Agency the justification of those grounds

	38.2	Notice of the rejection of all Proposals shall be given promptly to all Service providers that have submitted Proposals.
	38.3	The Procuring Agency shall upon request communicate to any Service provider the grounds for its rejection of its Proposals, but is not required to justify those grounds.
<b>39. Procuring Agency's Right to Vary Quantities at the Time of Award</b>	39.1	The Procuring Agency reserves the right at the time of contract award to increase or decrease the requirement of related services originally specified in these RFP documents (schedule of requirements) provided this does not exceed by the percentage indicated in the PDS, without any change in unit price or other terms and conditions of the Proposal and RFP documents.
<b>40. Notification of Award</b>	40.1	Prior to the award of contract, the Procuring Agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the proposals.
	40.2	Where no complaints have been lodged, the Service provider whose Proposal has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Proposal Validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the Procuring Agency will pay the successful Service provider in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
	40.3	The notification of award will constitute the formation of the Contract, subject to the Service provider furnishing the Performance Guarantee in accordance with <b>ITSP 42</b> and signing of the contract in accordance with <b>ITSP 41.2</b>
	40.4	Upon the successful Service provider's furnishing of the Performance Guarantee pursuant to <b>ITSP 42</b> , the Procuring Agency will promptly notify each unsuccessful Service provider, the name of the successful Service provider and the Contract amount and will discharge the Proposal Security or Proposal Securing Declaration of the Service providers pursuant to <b>ITSP 17.7</b>
<b>41. Signing of Contract</b>	41.1	Promptly after notification of award, Procuring Agency shall send the successful Service provider the draft

		agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	41.2	Immediately after the Redressal of grievance by the GRC, and <b>after fulfillment of all conditions' precedent</b> of the Contract Form, the successful Service provider and the Procuring Agency shall sign the contract
<b>42. Performance Security (or Guarantee)</b>	42.1	After the receipt of the Letter of Acceptance, the successful Service provider, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the <b>PDS and SCC</b> , denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract
	42.2	If the Performance Guarantee is provided by the successful Service provider and it shall be in the form specified in the <b>PDS</b> .
	42.3	Failure of the successful Service provider to comply with the requirement of <b>ITSP 42.1</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 Service provider or call for new Proposals.
<b>43. Advance Payment</b>	43.1	The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the <b>PDS</b> . The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Contract Form.
<b>44. Arbitrator</b>	44.1	The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the <b>SCC</b>
<b>45. Corrupt &amp; Fraudulent Practices</b>	46.1	Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Service Providers/ 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>46. Constitution of Grievance Redressal</b>	46.1	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 the nature of the procurement.
<b>47. GRC Procedure</b>	47.1	Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or RFP documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the proposal submission deadline.
	47.2	Any Service provider feeling aggrieved by any act of the procuring agency after the submission of his proposal may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report
	47.3	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
	47.4	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelope bidding procedure is adopted.
	47.5	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
	47.6	Any service provider or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority within thirty (30) days of communication of decision on prescribed format after depositing the Prescribed fee.
	47.7	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.

	47.8	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
	47.9	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint
	47.10	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>48. Mechanism of Blacklisting</b>	48.1	<p>The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, service provider or contractor who either:</p> <ul style="list-style-type: none"> <li>i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules;</li> <li>ii. Fails to perform his contractual obligations; and</li> <li>iii. Fails to abide by the bid securing declaration;</li> </ul>
	48.2	<p>The show cause notice shall contain:</p> <ul style="list-style-type: none"> <li>(a) precise allegation, against the service provider or contractor;</li> <li>(b) the maximum period for which the Procuring Agency proposes to debar the service provider or contractor from participating in any public procurement of the Procuring Agency; and</li> <li>(c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the service provider or contractor from participating in public procurements of all the procuring agencies.</li> </ul>
	48.3	<p>The procuring agency shall give minimum of seven days to the service provider or contractor for submission of written reply of the show cause notice</p>
	48.4	<p>In case, the service provider or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the service provider or contractor/ authorize representative of the service provider or contractor and the procuring</p>

		agency shall decide the matter on the basis of available record and personal hearing, if availed
	48.5	In case the service provider 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 service provider or contractor for personal hearing.
	48.6	The Procuring Agency shall give minimum of seven days to the service provider 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 service provider or contractor, if availed.
	48.7	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
	48.8	The Procuring Agency shall communicate to the service provider or contractor the order of debarring the service provider or contractor from participating in any public procurement with a statement that the service provider or contractor may, within thirty days, prefer a representation against the order before the Authority.
	48.9	Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective service provider or service providers 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.
	48.10	The service provider 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

	48.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit
	48.12	The Authority on the basis of decision made by the committee either may debar a service provider 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 service provider from the allegations. The decision of the Authority shall be final.

## **SECTION-III**

### **PROPOSAL DATA SHEET (PDS)**

## Proposal Data Sheet (PDS)

The following specific data for services to be procured shall complement, supplement, or amend the provisions in the Instructions to Service Providers (ITSP). Whenever there is a conflict, the provisions herein shall prevail over those in ITSP.

PDS Clause Number	ITSP Number	Amendments of, and Supplements to, Clauses in the Instruction to Service providers
-------------------	-------------	------------------------------------------------------------------------------------

### (A) Introduction

1.	1.1	<p><b>Name of Procuring Agency:</b></p> <p><i>Jamshoro Power Company Limited, a company incorporated and existing under the laws of the Islamic Republic of Pakistan, having its principal place of business at Mohra Jabal, Dadu Road, Indus Highway Jamshoro, Sindh.</i></p> <p><b>The subject of procurement is:</b></p> <p><i>Procurement of Transportation Services on aggregate charges Rupees/Ton basis for Disposal of Fly Ash, Bottom Ash and FGD Gypsum from 660MW CFPP Jamshoro and dumping in compliance with SEPA guidelines on designated sites / facilities outside plant boundaries on single responsibility basis"</i></p> <p><b>Period for Provision of Services:</b></p> <p><i>One (01) year from the date of commencement</i></p> <p><b>Commencement date for Provision of Transportation Services:</b></p> <p><i>Within Seven (07) days from notice to proceed (NTP) which shall be issued any time after signing of the Contract agreement by both parties. JPCL reserves right to issue NTP at appropriate time keeping in view the operational timelines of the power plant.</i></p>
2.	2.1	<p><b>Years for the operations of the Procuring Agency:</b></p> <p><i>The Services will start to be utilized during the year, 2025-26 &amp; 26-27</i></p> <p><b>Name of Project:</b></p> <p><i>Disposal of Fly Ash, Bottom Ash and FGD Gypsum from loading point of 660MW Coal Fired Power Plant Jamshoro and dumping outside plant boundaries in compliance with</i></p>

		<p><i>SEPA guidelines in environment friendly manner on designated sites on single responsibility basis"</i></p> <p>Name and identification number of the Contract:</p> <p><b>TNCB-23/ASH-GYPSUM/DISPOSAL/660MW/JPCL-2025</b></p>
--	--	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

#### **(B) Request For Proposal documents**

3.	6.2	<p><b>The number of documents to be completed and returned is</b></p> <p><i>One Original and one certified copy.</i></p>
4.	7.1	<p><b>The address for clarification of RFP documents is:</b></p> <p><i>Chief Engineer/Project Director PIU 660MW, Coal Fired Power Plant. Jamshoro Address: Jamshoro Power Company Limited (JPCL) Mohra Jabal, Sehwan Dadu Road, Main Indus Highway, Jamshoro Email: pdpiu@jpcl.com.pk Telephone: +92 (22) 9213744, +92 (22) 9213742</i></p>
	7.5	<p><b>Pre-proposal meeting will be held</b></p> <p><i>JPCL Auditorium, Ground Floor, Main Admin Building, Mohra Jabal, TPS Jamshoro on 16-12-2025 at 1200 Hrs.</i></p>

#### **(C) Preparation of Proposals**

5.	9.1	The Language of all correspondences and documents related to the Proposal shall be <b>English</b>
6.	14.6	<b>The price shall be fixed and must include all taxes and duties</b>
7.	15.1	Currency of the Proposal shall be <b>Pakistani Rupee</b>
8.	16.1	The Proposal Validity period shall be <b>90 days</b>
9.	17.1	<p><b>The amount of Proposal Security shall be</b></p> <p><i>Rs.2,000,000 (Rupees Two Million Only). The bid without Proposal Security will not be entertained and REJECTED.</i></p>
10.	17.3	<p><b>The Proposal Security shall be in the form:</b></p> <p><i>CDR/Pay Order/Bank Guarantee in favour of Chief Executive Officer, JPCL Jamshoro</i></p>

11.	17.10	<b>The proposal security shall be valid for:</b>  <b>28 days beyond the expiry of the Proposal validity period.</b>
12.	18.1	Alternative Proposals to the requirements of the RFP documents <b>will not be permitted.</b>
13.	20.1	The number of copies of the Proposal to be completed and returned shall be <i>One Original and one certified copy</i>

#### **(D) Submission of Proposals**

14.	21.2 (a)	The proposal shall be submitted to the following address:  <i>Project Director PIU 660MW, Coal Fired Power Project. Jamshoro Address: Jamshoro Power Company Limited (JPCL) Mohra Jabal, Sehwan Dadu Road, Main Indus Highway, Jamshoro.</i>
15.	21.2 (b)	<i>Title of the subject Procurement:</i>  <i>“Procurement of Transportation Services on “aggregate Charges; Rupees/Ton” for disposal of Fly Ash, Bottom Ash and FGD Gypsum from CFPP Jamshoro and dumping in compliance with SEPA guidelines on designated sites/facilities in environment friendly manner outside the plant boundaries on single responsibility basis”</i>
16.	22.1	The deadline for Proposal submission is  a) Day: <i>Wednesday</i>  b) Date: <i>24-12-2025</i>  c) Time: <i>1200 Noon</i>

#### **(E) Opening and Evaluation of Proposals**

17.	25.1	The Technical part of the Proposal opening shall take place at <i>Conference Room, 1<sup>st</sup> Floor, Main Admin Building TPS, Mohra Jabal, Dadu Road, Jamshoro.</i>  <b>Day: Wednesday</b> <b>Date: December 24, 2025</b> <b>Time: 12:30 PM</b>
18.	34	<b>Least Cost Based Selection (LCBS) technique will be adopted</b>

**(F) Award of Contract**

19.	<b>42.1</b>	The Performance guarantee shall be <b>5,000,000 (Rupees: FIVE MILLION only)</b>
20.	<b>42.2</b>	The Performance Guarantee shall be acceptable in the form of <b><i>CDR (Call Deposit Receipt), Pay Order, or Bank Guarantee</i></b>
21.	<b>43.1</b>	The Advance Payment shall <b><i>not be Provided</i></b>
22.	<b>44.1</b>	Arbitrator shall be appointed by mutual consent of both parties.

**(G) Grievance Redressal & Complaint Review Mechanism**

23.	<b>48.1</b>	The address of the Procuring Agency: <b><i>CEO, JPCL Jamshoro</i></b> <b><i>Address: Jamshoro Power Company Limited (JPCL)</i></b> <b><i>Mohra Jabal, Sehwan Dadu Road, Main Indus Highway,</i></b> <b><i>Jamshoro</i></b> <b><i>Email: <a href="mailto:ceo@jpcl.com.pk">ceo@jpcl.com.pk</a>, ceojpcl@yahoo.com</i></b> <b><i>Telephone: +92 (22) 9213706</i></b>
24.		The Address of PPRA Grievance Redressal Appellate Committee to submit a <b>copy</b> of grievance:  <b><i>Grievance Redressal Appellate Committee,</i></b> <b><i>Public Procurement Regulatory Authority</i></b> <b><i>1<sup>st</sup> Floor, G-5/2, Islamabad, Pakistan</i></b>  <b><i>Tel: +92-51-9202254</i></b>

## **SECTION-IV ELIGIBLE COUNTRIES**

All the service providers 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 & SCOPE OF WORKS**

1. *SCOPE OF WORK*
2. *DELIVERY REQUIREMENT*
3. *ELIGIBILITY CRITERIA*
4. *QUALIFICATION CRITERIA*

## 1. *Scope of Work*

- The Services to be provided by the Service Provider includes operations and management, logistical and technical support including, but not limited to:

### **Lifting of Fly Ash, Bottom Ash and FGD Gypsum:**

- Provision of service for the 100% pick up of the total Fly Ash, Bottom Ash and FGD Gypsum produced by the power plant throughout the year from the collection point (Silo/designated area) located inside Power Plant and transport to intended destination outside the plant boundaries in compliance with SEPA guidelines in environment friendly manner on single responsibility basis.
- Ensure that the Fly Ash and Bottom Ash level at the storage Silo and FGD area are kept below seventy-five percent (75%) of the total capacity all times.
- Penalty Clause shall be applicable for any failure of maintaining the storage Silo/FGD area levels below 75%. The bidder shall be liable for the removal of any dumped ash/gypsum at their own cost resulting from this negligence.
- An Ash Management Plan detailing the removal activities, use of the resources including safety measures for the plant and general public shall be observed as part of the bid.
- All resources related to the Fly Ash, Bottom Ash and Gypsum removal, clean up, containment, storage, handling, treatment, including but not limited to labour, machinery and equipment shall be provided by the Service Provider. JPCL shall provide Fork Lifter/Loader or any other support deemed necessary and reasonable to execute the disposal in timely manner.
- Frequency and quantity collection schedule shall be provided.
- All removed ash material/gypsum shall become the responsibility of the Service Provider when it is received onto the Service Provider's bulker/dumper. The Service Provider shall provide an estimated weekly schedule for loading and transportation of the Fly Ash, Bottom Ash and Gypsum. In general, the removal shall be performed round the clock, keeping in view the operation of the plant.
- All incoming and outgoing bulkers/dumpers used for the transportation of Fly Ash, Bottom Ash and Gypsum will be weighed on "Computerized Weigh Bridge" located inside CFPP, Jamshoro for gross and tare weight.

Leak/spill proof vehicles equipped with a protective cover or tanks shall be used during transport. All ash must be contained within the bulkers/dumpers and shall not leak during loading and transportation.

- All clean up and decontamination work resulting from the leakages/spillage shall lie with the Service Provider

- Stockpiling of Fly Ash, Bottom Ash and Gypsum at CFPP site, shall not be allowed.
- A Contract Manager and alternate who shall be responsible for the performance of the work, shall be appointed and made known to JPCL. His/her home and business contact numbers where these people may be contacted outside of normal duty hours of 8:00 AM to 5:00 PM shall be provided. The primary or alternate(s) shall have full authority to act for the Service Provider, including contractual signatures, on all contract matters relating to the daily operation of this contract.

### **Environmental Compliance and Beneficial Reuse of the Fly Ash, Bottom Ash and Gypsum**

- Ensuring regulatory compliance with all relevant state and federal authorities is **a mandatory requirement**.
- Licenses and approvals for the Service Provider's business operations, including all handling, storage, transportation and processing facilities/equipment, waste management practices and processes **MUST** be obtained.

Receive and maintain all approval/permits/licenses/certificates of the Beneficial Use from relevant authorities throughout the tenure of the contract.

- For bids without licenses/approvals, but with development plans and license applications underway, relevant documents supporting such claims shall be provided. The employer reserves the right to withhold the award of the contract until such approvals/licenses have been obtained.
- The Service Provider shall be responsible for any technical evaluation of the Fly Ash for its use with the permission of JPCL.

### **Legal and Commercial**

- The Service Provider shall clearly mention an aggregate price to charge for each ton on "Rupees/Ton" to the Owner.
- Prices shall be fixed throughout the tenure of the contract.
- All quoted prices shall be inclusive of applicable taxes and duties.
- Penalty for any failure on the Service Provider to maintain the storage silo below 75% of its capacity and causing CFPP to be discharged, shall be the excavation and removal of any dumped commodity without any cost to JPCL.

## Overview of the Jamshoro Coal Fired Power Plant Ash Handling System

### **Collection Points:**

The Fly Ash and Bottom ash are two (2) separate residue materials produced during the coal combustion process. They are located at different handling systems, and their method of collection is also different.

Fly Ash is transported in bulkers whereas the Bottom Ash and Gypsum are transported in dumpers/trucks properly covered with tarpaulin.

### **Fly Ash Collection**

Fly Ash is a by-product of coal combustion. It is carried by the flue gas and is filtered out from the Electrostatic Precipitator (ESP) and before being transported via the ash pump from the ESP hopper to the ash silos.

The Reinforced Concrete Fly Ash silo has been provided for the generating unit. The Fly Ash silo has a volume of 1200 m<sup>3</sup>. The combined Fly Ash silo storage is designed for 48-hour storage of Fly Ash generation from the unit. From the Fly Ash silos, Fly Ash can be disposed of in dry form.

The Silo has an outlet for ash removal and dumper loading.

The vehicle provided by the Service Provider shall suit the size of the chute and avoid any spillages.

### **Bottom Ash Collection**

Bottom ash is a by-product of combustion comprising of bed material, will be cooled and conveyed out from boiler by dry Bottom Ash extractor, then transported via bucket chain conveyor to Bottom Ash silo.

Boiler is provided with a steel structure silo with a volume of 275 m<sup>3</sup> for the storage of Bottom Ash. Bottom Ash Silo has an outlet for ash removal equipped with box type ash ejector.

### **Production of coal by products (Fly Ash, Bottom Ash and FGD Gypsum)**

Total Coal Required (100% Subbituminous) for one year @55% Plant Factor (M.TON)	Total Coal Required (80/20%) (Subbituminous/Lignite) for one year @55% Plant Factor (M.TON)	Total Fly Ash Production considering 15% Fly Ash (80/20%) Coal Mix	Total Bottom Ash Production considering 1 % Bottom Ash in (80/20%) Coal Mix	Total Gypsum Production considering 3 % Gypsum produced using (80/20%) Coal Mix
$250 \times 24 \times 365 \times 0.55$ = 1204500 M.T	$200 \times 24 \times 365 \times 0.55 + 50 \times 24$ $\times 2 \times 365 \times 0.55$ = 1,445,400 M.T	$1445400 \times 0.15$ = 216,810 M.T / Year 18,067.50 M.T / Month 602.25 M.T / Day	$1445400 \times 0.01$ = 14454 M.T / Year 1205 M.T / Month 40.16 M.T / Day	$1445400 \times 0.03$ = 43362 M.T / Year 3614 M.T / Month 120 M.T / Day
Fly Ash	MT/Day	MT/Month	Load Factor	MT/Year
Blend of Design and Check Coal	602	18067	0.55%	216,810

<b>Bottom Ash</b>				
Blend of Design and Check Coal	40	1205	0.55%	14454
<b>GYPSUM</b>	MT/Day	MT/Month	Load Factor	MT/Year
Blend of Design and Check Coal	120	3614	0.55%	43362

The temporary storage room for Gypsum has a capacity of 3.5 to 5.5 days, depending on the coal blend (Design/Check Coal). The permanent space for dumping Gypsum still needs to be determined. The lifting will be carried out with a loader filling the dumper.

## ***2. Delivery Requirement***

The Service Provider's responsibility to carry out the works of lifting and shifting of Fly Ash, Bottom Ash and FGD Gypsum Management, produced as byproduct of Coal Combustion in Super Critical Biler at 660MW CFPP Jamshoro and transportation in compliance with SEPA guidelines in environment friendly manner outside the plant boundaries to intended destinations on single responsibility basis.

<b>Description of Requirement:</b>
<ul style="list-style-type: none"> <li>○ The Service Provider shall be solely responsible for obtaining all consents, approvals, permissions, agreements, NOCs, and for fulfilling all regulatory requirements in relation to the disposal of Fly Ash, Bottom Ash and Gypsum for any beneficial use under the Contract, including, but not limited to, approval of SEPA etc.</li> <li>○ Loading of the Fly Ash, Bottom Ash, and Gypsum at plant sites shall be through vehicle with covered superstructure or compliant with environmental standards. Coal Ash and Gypsum loading mechanism is to collect dry ash at ash silos and FGD area, in an environment friendly manner and transport it and dump in compliance with SEPA guidelines on designated sites/facilities outside plant boundaries on single responsibility basis. The "weight" of the commodity (Fly Ash, Bottom Ash and Gypsum) will be conducted through the "Computerized Weigh Bridge" at JPCL and "Weight Certificate" shall be issued by a Release Committee constituted by the JPCL Authority, the representative of the Service Provider shall also sign the same. The weight determined by the committee shall be final and binding and payments will be made accordingly.</li> <li>○ <b>The Service Provider shall be responsible for</b> providing the following:</li> </ul>

### **3.1 Vehicles and Facilities:**

The Service Provider will be responsible for bringing in all equipment including specialized heavy vehicles, consumables (Fuel, lube oil, filters, tyres etc.), providing emergency response procedures in case of accidents, or strikes or spills and carrying out best practices. JPCL shall provide possible facilities necessary for the proper handling,

collection and loading, etc. of the Fly Ash, Bottom Ash or Gypsum. JPCL reserves the right to refuse any equipment that is deemed uncalled for and unnecessary.

**3.2** Prior to commencing any removal operations, the Service Provider shall declare and present all Bulkers/Dumpers that will be used for intended removal or disposal. Vehicles designated for this contract shall have signage stating the Company Name, Subcontractor (if any), driver's name and identification number and total haulage capacity.

**3.3 Trained Personnel:**

The Service Provider shall provide personnel trained in safe and proper handling of coal byproducts; especially Fly Ash and emergency response.

**3.4 Load Tickets and Cost Sheet:**

Each bulker / dumper before entering and exiting the premises, shall be weighted. Service Provider shall receive and check load tickets for quantity of Fly Ash, Bottom Ash and Gypsum collected from CFPP at the time of each pick-up. This load ticket shall be organized with the following information included

Service Provider name

Ticket number

Date

Product Classification

Truck Number

Capacity

Total quantity measured (In and out)

Signature

Service Provider will be required to provide JPCL with timely billing invoices as per payment terms.

**4 Licensing/Permits:**

List and provide all required local, state, and federal ID numbers/ licenses/ permits/certificates related to ash/gypsum handling, transportation, storage and bona fide reuse. Service Provider shall be responsible for all regulatory compliances with special emphasis on the Health, Safety and Environment.

**5 Subcontractors:**

Use of subcontractors to perform the required scope of work is permitted. However, JPCL must approve the list of subcontractors.

**6. Spill Liability:**

JPCL does not assume liability for spills or other releases of hazardous waste which are caused by the negligence of the Service Provider, once the ash materials are in the possession of the Service Provider or transported off site. Service Provider shall be responsible for any clean-up operations at no cost to the JPCL.

## **Working Arrangements**

The Service Provider will be working closely with the appointed personnel from the Jamshoro Coal Fired Power Plant. CFP will be responsible for all coordination and supervision work for the removal activities planned by the Service Provider.

### **7 Penalty Clause**

The discharge or over spillage of ash shall be prohibited. This can be achieved by maintaining the ash level in the silo to be below a safe threshold of 75% through regular collection of the Fly Ash, Bottom Ash, and Gypsum. Should there be any discharge, the service provider shall be responsible for removing the spillage at no cost to JPCL.

### **8 Environmental Standards**

Collectively, the environmental guidelines and occupational health and safety standards established by Pakistan Environmental Protection Agency (PEPA), the relevant Sindh Environmental Protection Agency (SEPA), Asian Development Bank, OSHA etc. Providing HSE plan and providing recommended PPEs to ensure the safety of the workers and environment during ash loading, transportation and unloading for reuse or dumping.

### **9 Documentation Details:**

The Service Provider should have at least the following documents for review and approval of the Seller

- Sindh Hazardous Substance Rule, 2014 SEPA EIA NOC, Hazardous Substance Management plan (HSMP) NOC
- Valid Driving License and Defense Driving Certificate (DDC) for heavy vehicle operation
- Vehicle Registration Certificate and updated tax payment receipts, should be kept in vehicle all the time
- Ash dumping SOP to ensure safe and dust free dumping of the ash.
- Details of location where ash is to be dumped or landfilled before contract finalized.

### **10 Transportation Protocols**

- The Transporter/Service Provider and its nominated team would be responsible for safe transportation of ash or gypsum loaded trucks to the dumping sites.
- The Transporter shall adhere to health, safety and environment. The vehicles should be properly maintained, and drivers must observe the speed limit protocols to avoid spillage while shifting the ash to the dumping sites.
- The Transporter shall ensure that a Fire Extinguisher and First Aid Kit are placed in every vehicle and drivers are trained to using these in case of emergency.

- In case of any incident, the Transporter should immediately report to the JPCL and take necessary remedial safety measures for its manpower.

## **11 HSE Protocol**

The Transporter shall strictly adhere to HSE Protocol in compliance with ESIA and EPA Act, 2014 by strictly adhering to safety practices & work procedures;

- Shall provide mandatory PPEs of approved brand and proper work clothing to his personnel and shall ensure that the same is worn by them.
- No loose clothing is allowed inside the working area.
- The personnel must stay in their specified area of work and should not enter any other building or location.
- The Service provider will be required to start work only after authorization from the representative of JPCL.
- In case of safety rule violation, the safety section of JPCL can stop the work.
- Use of Liquor, Drugs, Firearms and Explosives are prohibited at working site.
- Drug addicts will not be allowed in working areas.
- No smoking on site
- Healthy, fit and clear eyesight personnel above the age of 18 years will be engaged. Any underage or disabled person found working at the site, will be removed immediately.

## **12 Security Protocol**

The Transporter and his staff shall observe the Security Protocol and will ensure that;

- All staff, including drivers engaged in handling, collections, loading and transportation of the ash, MUST possess the valid police verification,
- Valid CNIC and can show on demand
- Company Card with name identification, displayed and worn all the time inside the power plant premises.
- Compliance with all the security protocols introduced and implemented from time to time

## **13. STATUTORY PROVISION:**

All statutory provisions like Contract Labour Acts, Employees Provident Fund Acts, Payment of Wage Act, Bonus Act, Minimum Wages Act, Workman Compensation Act, Sales Tax/ Income Tax Act, applicable at the time of Contract and any new Acts applicable to such Contract during the Contract period shall be liability of the Service Provider.

## **14. Facilities to Service Provider:**

### **14.1 Water Supply:**

Water for drinking and sanitation purposes shall be used by the Service Provider and his staff, for the site work, free of cost.

#### **14.2 Power Supply:**

Power supply will be provided to the Contractor for the site work and office at a standard cost. The power will be supplied from the nearest point to the site and Contractor shall arrange to tap the power to his site at his own cost.

#### **14.3 Service Provider's Field Office and Godown**

- a)** The Owner at his discretion and convenience may provide the Service Provider, the temporary field office, godowns and site store required for the execution of the Contract near to the site but out of plant gate/living camp/colony, on charge basis as per GHCL Policy. The Contractor shall, at his cost, furnish all these building structures and provide water supply, sanitary, power supply and communication arrangements as per Owner's Safety Rule.
- b)** On completion of the work undertaken by the Service Provider, they shall remove all temporary work erected by them and have the site cleared and handed over to civil directorate.

If the Contractor fails to comply with these requirements, the civil directorate shall have the right to remove any structure, such surplus, rubbish materials and dispose of the same as deemed fit and get the site cleared and the Contractor shall forthwith pay the amount of all expenses so incurred. Owner reserves the right to ask the Contractor for vacation of temporary buildings at any time during the currency of the Contract to vacate the land by giving seven days' notice on security/safety reasons or Owner's interest.

#### **c) Accommodation:**

Owner may provide chargeable accommodations subject to availability, to the Service Provider's executives on standard rent. In such an event, rent for 6 months shall be deposited & rent from second month shall be deposited on 5th of each month on regular basis. The amount held as security, shall be returned to the Contractor, on vacation and handing over the possession of accommodation to JPCL.

### 3. Eligibility Criteria

*[Service provider must be responsive in all categories described in the eligibility criteria. Noncompliance any of the requirements mentioned in eligibility criteria will make the proposal non-responsive.]*

Sr. No.	Parameters	Conformance Document
1.	<b>Nationality:</b> All the service providers, throughout the Pakistan are eligible to participate in the bidding.	<ul style="list-style-type: none"> <li>• Certificate of Incorporation</li> <li>• Copies of STRN and NTN Certificates</li> </ul>
2.	<b>Conflict of Interest:</b> The Procuring Agency considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. The Procuring Agency will take appropriate actions to manage such conflicts of interest which may include rejecting a proposal for award if it determines that a conflict of interest has flawed the integrity of any procurement process. At the time of bidding, a Service provider may be in a conflict of interest with one or more parties in the bidding process if a Service provider participates in more than one bid in the bidding process, either individually or as a partner in a joint venture. This will make the Service provider as non-responsive.	As per Form No. 1 (Letter of Technical Proposal - Technical Proposal Submission Sheet)
3.	<b>Blacklisting:</b> A Service provider, should be under a declaration of blacklisting by the GoP including any of its Employers in accordance with Form No. 7 of these Bidding Documents, at the date of submission of the Bid or thereafter.	As per Form No. 7 (Undertaking for Blacklisting)
4.	<b>Eligibility throughout the Contract Period:</b> The Service provider shall provide such evidence of their continued eligibility satisfactorily to the Procuring Agency, as the Procuring Agency shall reasonably request. Also, an undertaking in accordance with Form No. 9 of these Bidding Documents	As per Form No. 9 (Undertaking of eligibility)
5.	<b>Service provider be a Taxpayer:</b> The Service provider should be an Active Taxpayer on the List of FBR, Pakistan. Copies of National Tax and Sales Tax registration certificates must be attached.	Copies of STRN and NTN Certificates

6.	<b>Only One Bid Submission by any Service provider:</b> A service provider shall submit only one bid in this bidding process, either individually as a service provider or as a partner of a Consortium/JV. A service provider who submits or participates in more than one bid will cause all the Bids in which the service provider has participated to be ineligible.	As per Form No. 1 ( <b>Letter of Technical Proposal - Technical Proposal Submission Sheet</b> )
7.	<b>Pending Litigation:</b> For a Service provider, all pending litigation shall be treated as resolved against the Service provider and so shall in total not represent more than fifty (50) percent of the Service provider's net worth. Attach the filled Form No. 8 of these bidding documents.	As per Form No. 8 ( <b>Pending Litigation</b> )
8.	<b>Un-conditional Bid:</b> The Successful Service provider shall comply with all the terms and conditions of the bidding documents. The Service provider who submits the Conditional Bid will be declared as non-responsive.	As per Form No. 1 ( <b>Letter of Technical Proposal - Technical Proposal Submission Sheet</b> )

## Specific Requirement for Eligibility

S. No.	Minimum Qualifications Criteria	Documentary proof to be submitted
<b>Financial Stability</b>		
2)	<p>The Buyer shall have an audited accounts by any chartered accounting firm.</p> <p>The statements refer to the individual buyer and not the composite turnover of its affiliates, subsidiaries/sister concerns or parent Company (ies) etc.</p>	Audited Financial Statements or statutory auditor certificate specifying the net worth for the specified year.
<b>Transportation requirement.</b>		
3)	Buyer must guarantee that the sufficient number of specified vehicles are available in his transport fleet or the same has been managed from subcontractor to perform the contract of lifting Ash/Gypsum of required quantity and transporting in compliance with SEPA guidelines on intended destinations in environment friendly manner outside plant boundaries on single responsibility basis.	Relevant Certificate
<b>Compliance to environmental requirements</b>		
4)	Compliance with environmental standards set out by SEPA and valid registration to execute the works of disposal of the coal byproducts of coal fired power plants in environment friendly manner.	Approval of SEPA

<b>Use of standing operating system &amp; other licenses</b>		
5)	The Service Provider must be able to make provision for transportation service for disposal of Fly Ash, Bottom Ash and Gypsum in timely manner from CFPP Jamshoro to maintain silo storage below 75% to intended destination outside plant boundaries, in compliance with SEPA guidelines observing the applicable environmental standards.	Self-attested undertaking
<b>Backup Provisions</b>		
6)	The Buyer must have backup provisions of transport and skilled manpower required for timely and efficiently disposal of Fly Ash, Bottom Ash and Gypsum to maintain the optimum level of ash silo below to 75% of its storage.	Mechanism for provision of backup service with self-attested undertaking for facilitating any backup strategy defined/designed according to needs of project
<b>Support Service</b>		
7)	24/7 Support escalation matrix must be provided with detailed support mechanism.	Documentary proof of 24/7 support using phone, email & Self-attested undertaking

## ***4. Qualification Criteria***

It is the legal entity or entities comprising the Service provider, and not the Service provider's parent companies, subsidiaries, or affiliates, that must satisfy the qualification criteria described below;

### **1. Financial Situation:**

<b>Sr, No.</b>	<b>Qualification Criteria</b>	<b>Requirements</b>	<b>Remarks</b>
1.	Financial Capabilities	The audited balance sheets or, other financial statements acceptable to JPCL, for the last three (3) years shall be submitted and must demonstrate the current soundness of the Applicant's financial position and indicate its prospective long-term profitability.	Fill Form No. 11  Attach Documentary Evidence (Audited Accounts Statement)

2.	Average Annual Turnover	Average annual turnover (Average Annual Service Revenue) of PKR 5,000,000/- (Pak Rupees Five Million only), calculated as total certified payments received for contracts in progress and/or completed during the last three years.	Fill Form No. 12 Attach Documentary Evidence (Audited Accounts Statement)
3.	Current Commitments	The Applicant including each joint venture member (in case the Applicant is a joint venture) shall also demonstrate, to the satisfaction of JPCL, that it has adequate sources of finance to meet the cash flow requirements on contracts currently in progress and for future contract commitments.	Fill Form No. 11 Attach Documentary Evidence (Audited Accounts Statement)

**Note:** All financial requirements must be supported by valid documentary evidence. False, materially inaccurate or incomplete documents may result in disqualification of the Service Provider.

## 2. Relevant Experience and Performance:

Sr. No.	Qualification Criteria	Requirement	Remarks
1.	General Experience	Experience in providing transportation services for lifting and shifting of Ash/relevant works at least the last one to three years	Fill Form No. 13 Attach Documentary Evidence (Experience Certificates)
2.	Specific Experience	Documentary evidence of the Applicant's qualifications to perform the Contract of providing transportation services for ash management and disposal to the Power Sector.	Fill Form No. 14 Attach Documentary Evidence (Experience Certificates)
3.	Past Performance	The Applicant shall also demonstrate, to the satisfaction of JPCL, that it has provided transportation services to the entire satisfaction of at least one client in Power Sector/similar sectors	Attach References/Completion Certificates/Satisfactory performance certificate.

4.	Manpower and Machinery Resources	<p>Service Provider should have adequate resources / minimum requirement to execute the project successfully.</p> <p>Manpower Strength: 20-25 persons</p> <p>Bulker/Dumper (Special Vehicles): 10-15</p>	Fill Form No. 15 (Personnel and Equipments/ <i>Special Vehicle Details</i> )
----	----------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------

**Note:** All experience requirements must be supported by valid documentary evidence. False, materially inaccurate or incomplete documents may result in disqualification of the Service Provider.

## **SECTION-VI**

## **STANDARD FORMS**

### **Table of Forms**

1. Letter of Technical Proposal – Technical Proposal Submission Sheet
2. Letter of Bid - Financial Proposal Submission Sheet
3. Service provider Information Form
4. Service provider's JV Members Information Form
5. Price Schedule Form
6. Form of Bid Security
7. Blacklisting
8. Pending Litigation
9. Undertaking of Eligibility
10. Power of Attorney
11. Financial Situation
12. Average Annual Turnover
13. General Experience
14. Specific Experience
15. Personnel and Specialized Vehicle Details

# 1. Letter of Technical Proposal

(Technical Proposal Submission Sheet)

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

*Place this Letter of Proposal in the first envelope "TECHNICAL PROPOSAL".*

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

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

**Date of this Proposal submission:** 24-12-2025 at 1200 Noon

**RFP No.:** [One Stage Two Envelope Procedure]

**Request for Proposal No.:** TNCB-23/ASH-GYPSUM/DISPOSAL/660MW/JPCL-2025

**To: [Jamshoro Power Company Limited]**

We, the undersigned Service provider, hereby submit our Proposal, in two parts, namely:

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

In submitting our Proposal, we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the RFP document, including addenda issued in accordance with Instructions to Service providers (ITSP 8);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITSP 3;
- (c) **Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Agency based on execution of a Proposal Securing Declaration or Proposal Securing Declaration in the Procuring Agency's country in accordance with ITSP 17;
- (d) **Conformity:** We offer to supply in conformity with the RFP document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Services: *[Procurement of Transportation Services on "aggregate Charges Rupees/Ton Basis" for disposal of coal Fly Ash, Bottom Ash and FGD Gypsum from Coal-Fired Power Plant Located at Jamshoro, Sindh in compliance with SEPA guidelines on designated facilities/sites in environment friendly manner outside plant boundaries on single responsibility basis]*;
- (e) **Proposal Validity Period:** Our Proposal shall be valid for the period specified in PDS 16.1 (as amended, if applicable) from the date fixed for the Proposal submission deadline specified in PDS 11 (as amended, if applicable), and it shall remain binding upon us, and

may be accepted at any time before the expiration of that period;

- (f) **Performance Security:** If our Proposal is accepted, we commit to obtain a performance security in accordance with the RFP document;
- (g) **One Proposal per Service provider:** We are not submitting any other Proposal(s) as an individual Service provider, and we are not participating in any other Proposal(s) as a Joint Venture member or as a subcontractor, and meet the requirements, other than Alternative Proposals submitted in accordance with ITSP 18;
- (h) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring Agency. Further, we are not ineligible under Pakistan laws;
- (i) **State-owned enterprise or institution:** *[We are not a state-owned enterprise or institution]*;
- (j) **Binding Contract:** We understand that this Proposal, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (k) **Not Bound to Accept:** We understand that you are not bound to accept the Most Advantageous Proposal or any other Proposal that you may receive; and
- (l) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

**Name of the Service provider:** \*[insert complete name of Service provider]

**Name of the person duly authorized to sign the Proposal on behalf of the Service provider:** \*\* [insert complete name of person duly authorized to sign the Proposal]

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

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

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

\*: In the case of the Proposal submitted by a Joint Venture, specify the name of the Joint Venture as Service provider.

\*\*: Person signing the Proposal shall have the power of attorney given by the Service provider. The power of attorney shall be attached with the Proposal Schedules.

## 2. *Financial Proposal Submission Sheet*

Date: \_\_\_\_\_

RFP No.: **TNCB-23/ASH-GYPSUM/DISPOSAL/660MW/JPCL-2025**

To: Jamshoro Power Company Limited

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the RFP document,
- (b) We offer to provide Transportation Services on “*aggregate Charge Basis*” in conformity with the RFP document and in accordance with the delivery schedule specified in the Schedule of Requirements, the following Services:

**“Transportation of Coal Fly Ash, Bottom Ash and FGD Gypsum from CFPP Jamshoro and dumping in compliance with SEPA guidelines on designated sites/facilities outside plant boundaries in environment friendly manner on single responsibility basis”**

- (c) Our Proposal shall be valid for a period of **90** days from the date fixed for the proposal submission deadline in accordance with the RFP document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Proposal is accepted, we commit to obtain a Performance Guarantee in the amount of **10%** Percent of the Contract Price for the due performance of the Contract;
- (e) We are not participating, as Service providers, in more than one Proposal in this bidding process, other than alternative offers in accordance with the RFP document;
- (f) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by any Government, public sector, bilateral, multilateral agency in Pakistan

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Proposal for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

[Followed By Letter of financial proposal]

## ***2. Letter of Financial Proposal***

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

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

*The Service Provider must prepare the Letter of Financial Proposal on stationery with its letterhead clearly showing the Service Provider's complete name and business address.*

*Note: All italicized text is to help Service Provider in preparing this form.*

**Date of this Proposal submission: 24-12-2025**

**No.: TNCB-23/ASH-GYPSUM/DISPOSAL/660MW/JPCL-2025**

*(One Stage Two Envelope Procedure)*

**Name of Project.: "Transportation of Coal Fly Ash, Bottom Ash and FGD Gypsum from CFPP Jamshoro and dumping in compliance with SEPA guidelines on designated sites/facilities outside plant boundaries in environment friendly manner on single responsibility basis"**

**To: Jamshoro Power Company Limited**

We, the undersigned Service provider, hereby submit the second part of our Proposal, the Financial Proposal

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

- (a) **Proposal Validity Period:** Our Proposal shall be valid for the period specified in PDS 8 (as amended, if applicable) from the date fixed for the Proposal submission deadline specified in PDS 16 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) **Total Price:** The total price of our Proposal, excluding any discounts offered in item (c) below is:

In case of only one lot, the total price of the Proposal is *[insert the total price of the Proposal in words and figures, indicating the various amounts and the respective currencies]*;

In case of multiple lots, the total price of each lot is *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*;

In case of multiple lots, total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;

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

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

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

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

(e)

Name of Recipient	Address	Reason	Amount

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

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

**Name of the Service provider:** \*[insert complete name of the Service provider]

**Name of the person duly authorized to sign the Proposal on behalf of the Service provider:** \*\* [insert complete name of person duly authorized to sign the Proposal]

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

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

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

\*: In the case of the Proposal submitted by a Joint Venture specify the name of the Joint Venture as Service provider.

\*\*: Person signing the Proposal shall have the power of attorney given by the Service provider. The power of attorney shall be attached with the Proposal Schedules.

### 3. Service provider Information Form

[The Service provider 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 Proposal submission]

No.: [insert number of Bidding process]

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

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

1. Service provider's Name [insert Service provider's legal name]
2. In case of JV, legal name of each member: [insert legal name of each member in JV]
3. Service provider's actual or intended country of registration: [insert actual or intended country of registration]
4. Service provider's year of registration: [insert Service provider's year of registration]
5. Service provider's Address in country of registration: [insert Service provider's legal address in country of registration]
<p>6. Service provider's Authorized Representative Information</p> <p>Name: [insert Authorized Representative's name]</p> <p>Address: [insert Authorized Representative's Address]</p> <p>Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers]</p> <p>Email Address: [insert Authorized Representative's email address]</p> <p>7. Attached are copies of original documents of [check the box(es) of the attached original documents]</p> <ul style="list-style-type: none"><li><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above.</li><li><input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITSP 3.</li><li><input type="checkbox"/> Establishing that the Service provider is not under the supervision of the Procuring Agency</li><li><input type="checkbox"/> 8. Included the list of beneficiaries.</li></ul>

#### **4. Service provider's JV Members Information Form**

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

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

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

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

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

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

## 5. Price Schedule Forms

[The Service provider 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 transport provider in the Schedule of Requirements]

Disposal of Dry Fly Ash, Bottom Ash and FGD Gypsum from Ash SILOs and FGD areas of 660MW, CFPP Jamshoro and dumping in compliance with SEPA guidelines on designated sites/facilities outside plant boundaries in environment friendly manner on single responsibility basis.

The estimated quantity of the Fly Ash, Bottom Ash and FGD Gypsum may be produced **274,626 Metric Tons** during a year. The quantity may vary depending upon operation of the plant and the type of coal used.

S. No.	Item Description	Unit	Rate (Rs.)
1	<p>Loading of dry Fly Ash, Bottom Ash from ash silos and FGD Gypsum by mechanical means and dumping at designated ash sites including all cost, transportation, equipments, fuels, labours, taxes and duties etc. in compliance with the guidelines, SOPs of Sindh environment protection agency "SEPA".</p> <p>The Scope of work includes:</p> <ol style="list-style-type: none"> <li>1) Loading of dry Fly Ash, Bottom Ash from ash silos by mechanical means.</li> <li>2) Handling of FGD Gypsum from FGD area</li> <li>3) Transportation and unloading of Fly Ash, Bottom Ash, and Gypsum at designated sites by mechanical means.</li> <li>4) Dressing &amp; spreading of ash into the craters.</li> <li>5) Making of haul roads including its maintenance and lighting for transportation of ash up to ash craters.</li> <li>6) Sprinkling of water for controlling fugitive emissions</li> <li>7) Complete site and safety supervision of the work.</li> </ol>	Metric Tons	
	<b>Total Rs.</b>		
	<b>Applicable Sindh Sales Tax (SST) @15%</b>		
	<b>Grand Total Rs.</b>		

## **6. Form of Bid Security (Bank Guarantee)**

[will not filled/ submitted in case of Submission of Bid Security CDR/ Pay order]

[insert Bank's Name, and Address of Issuing Branch or Office] **Beneficiary:** [insert Name and Address of Purchaser]

**Date:** [insert date]

**Bid GUARANTEE No.:** [insert number]

We have been informed that [insert name of the Service provider] (hereinafter called "the Service Provider") has submitted to you its proposal dated [insert date] (hereinafter called "the Proposal") for the execution of **[Disposal of Fly Ash, Bottom Ash, and FGD Gypsum in compliance with SEPA guidelines on designated sites/facilities in environment friendly manner]**.

Furthermore, we understand that, according to your conditions, proposals must be supported by a Bid Guarantee.

At the request of the Service provider, we [insert name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert amount in figures] [insert amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Service provider is in breach of its obligation(s) under the proposal conditions, because the Service provider:

- (a) has withdrawn its Proposal during the period of Bid validity specified by the Service provider in the Form of Proposal; or
- (b) having been notified of the acceptance of its Proposal by the Purchaser during the period of proposal validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Guarantee, in accordance with the ITSP 42

This guarantee will expire: (a) if the Service Provider is the successful Service Provider, upon our receipt of copies of the contract signed by the Service Provider and the Performance Guarantee issued to you upon the instruction of the Service Provider; and (b) if the Service Provider is not the successful Service Provider, upon the earlier of (i) our receipt of a copy your notification to the Service Provider of the name of the successful Service Provider; or (ii) twenty-eight days after the expiration of the Service Provider's proposal.

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

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

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

Date \_\_\_\_\_

---

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

## ***7. Blacklisting***

(To be printed on Stamp Paper of PKR 100/-)

The Bidder shall attach original affidavit duly authenticated by the relevant government agency on stamp paper that the Bidder has 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.

## *8. Pending Litigation*

Bidder's Legal Name: Date.....

Each Bidder must fill in this form

<b>Pending Litigation</b>			
<b>1. No pending litigation</b>			
<b>2. Pending litigation as indicated below</b>			
<b>Year</b>	<b>Matter in Dispute</b>	<b>Value of Pending Claim in PKR</b>	<b>Value of Pending Claim as a Percentage of Net Worth</b>

## 9. *Undertaking of Eligibility*

(To be printed on Stamp Paper of PKR 200/-)

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

Date:

We \_\_\_\_\_ 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 Proposal.

We also solemnly declare that we continue to be eligible for the Bidding for this Plant in accordance with the RFP 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 RFP Documents No. **TNCB-23/ASH-GYPSUM/DISPOSAL/660MW/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. \_\_\_\_\_

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

## 10. *Power of Attorney*

*[on PKR 200/- Stamp Paper duly notarized]*

**KNOWN BY ALL THAT** by this Power of Attorney *[insert name of Service Provider]* (the “Service Provider 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 Proposal, the ancillary documents, the Acceptance of Notice of Award and the Contract for **Inland Transportation Services on “aggregate charges Rupees/Ton basis” for disposal of Fly Ash, Bottom Ash and FGD Gypsum from CFPP Jamshoro** in compliance with **SEPA guidelines on designated dumping facilities** outside plant boundaries on single responsibility basis (if awarded the Notice of Award) and to act for and on behalf of the Bidder Company and to bind the Service Provider 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 of authorizing authority:

Company:

### **Witnesses**

1      Signature \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

CNIC/Passport  
No. \_\_\_\_\_

2      Signature \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

CNIC/Passport  
No. \_\_\_\_\_

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

## 11. Financial Situation

Service Provider /Bidder's Legal Name: .....

Date: .....

must fill in this form

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

**Note 1:** Attached are copies of financial statements in English language in the name of Bidder i.e., balance sheets including all related notes, and income statements for the last three (03) years, as indicated above, complying with the following conditions.

1. All such documents reflect the financial situation of the Bidder. All such documents reflect the financial situation of the Bidder.
2. Historic financial statements must be verified by the auditors of the Bidder.
3. Historic financial statements must be complete, including all notes to the financial statements.
4. The financial information reflected above should be consistent with the corresponding information reported in the Financial Statements.
5. Historic financial statements must correspond to accounting periods already completed

(no statements for partial periods shall be requested or accepted).

6. Soft copies of these financial statements in the form of CD/USB together with respective hard copies shall be provided.

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

## 12. *Average Annual Turnover*

Bidder's Legal Name: .....

Date: .....

Each Bidder must fill in this form

<b>Annual Turnover Data for the Last Three (03)- Years</b>		
<b>Year</b>	<b>Amount Currency</b>	
<b>Average Annual Turnover</b>		

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

### 13. *General Experience*

Bidder's Legal Name: .....

Date: .....

Consortium/ JV Partner Legal Name: .....

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

Sr. No	Name of Project	Location of project	Name of Employer/ Client	Transportation of Coal Byproducts in MT Or Similar Services	Type of Service Lifting on <i>"aggregate Charge Basis</i> /Purchase or other (name of byproduct)	Contract Award Date	Contract End Date

## 14. Specific Experience

1. Bidder's Legal Name: .....
2. Date: .....
3. Consortium/ JV Partner Legal Name: .....

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

Sr. No#	Name of Project	Location of project	Name of Employer/ Client	Transportation of Coal Byproducts in MT	Contract Award Date	Contract End Date

## 15. *Personnel and Specialized Vehicles' Details*

## 1. Proposed Personnel:

*(Service provider should provide the details of the proposed personnel and their experience record in the relevant Information)*

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

## 2. Specialized Vehicles/Transport Fleet

*The Service provider shall provide adequate information and details to demonstrate clearly that it has the capability to meet the transport requirements using the Forms below.*

## **SECTION-VII**

### **GENERAL CONDITIONS OF THE CONTRACT**

## GENERAL CONDITIONS OF THE CONTRACT

### 1. General

<b>1. Definitions</b>	<p>1.1 Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated</p> <p class="list-item-l1">(a) “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;</p> <p class="list-item-l1">(b) “Procuring Agency” means: -</p> <p class="list-item-l2">i. any Ministry, Division, Department or any Office of the Federal Government;</p> <p class="list-item-l2">ii. any authority, corporation, body or organization established by or under a Federal Law or which is owned or controlled by the Federal Government;</p> <p class="list-item-l1">(c) “The Contract” means an agreement enforceable by law;</p> <p class="list-item-l1">(d) “The Contract Price” means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations;</p> <p class="list-item-l1">(e) “The Services” means the work to be performed by the Service Provider pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Service Provider’s Proposal.;</p> <p class="list-item-l1">(f) “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Service Provider covered under the Contract;</p> <p class="list-item-l1">(g) “GCC” means the General Conditions of Contract contained in this section;</p> <p class="list-item-l1">(h) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;</p> <p class="list-item-l1">(i) “Day” means calendar day unless indicated otherwise.</p> <p class="list-item-l1">(j) “Effective Date” means the date on which this Contract comes into force and effect.</p> <p class="list-item-l1">(k) “The Service Provider” means the individual or corporate body</p>
-----------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

	<p>whose Proposal to provide the Services has been accepted by the Procuring Agency;</p> <p>(l) "The Project Site," where applicable, means the place or places named in Proposal Data Sheet and technical Specifications;</p> <p>(m) "Government" means the Government of Pakistan;</p> <p>(n) "Local Currency" means the currency of Pakistan;</p> <p>(o) "In Writing" means communicated in written form with proof of receipt;</p> <p>(p) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Procuring Agency;</p> <p>(q) "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency;</p> <p>(r) "Party" means the Procuring Agency or the Service Provider, as the case may be, and "Parties" means both of them;</p> <p>(s) "Service" means any object of procurement other than goods or works;</p> <p>"Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub- Clauses 3.5 and 4.</p>
<b>2. Applicable Law</b>	2.1 The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.
<b>3. Language</b>	3.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Service Provider and the Procuring Agency, shall be written in the English language unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
<b>4. Notices</b>	4.1 Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.
<b>5. Location</b>	5.1 The Services shall be performed at such locations as the Procuring Agency may approve.

<b>6.Authorized Representatives/ Authority of Member in charge</b>	<p>6.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Service Provider may be taken or executed by the officials specified in the SCC.</p> <p>6.2 In case the Service Provider is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Service Provider's rights and obligations towards the Procuring Agency under this Contract, including without limitation the receiving of instructions and payments from the Procuring Agency.</p>
--------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

## 2. Commencement, Completion, Modification and Termination of Contract

<b>7. Effectiveness of Contract</b>	<p>7.1 This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SCC.</p>
<b>8. Commencement of Services</b>	<p>8.1 The Service Provider shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC</p>
<b>9. Program</b>	<p>9.1 Before commencement of the Services, the Service Provider shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.</p>
<b>10. Starting Date/ Expiration Date</b>	<p>10.1 The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.</p> <p>Unless terminated earlier pursuant to Clause GCC 15 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.</p>
<b>11. Entire Agreement</b>	<p>11.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.</p>
<b>12. Modification</b>	<p>12.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.</p>
<b>13. Value Engineering</b>	<p>proposal The Service Provider may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering shall, at a minimum, include the following:</p>

	<p>(a) the proposed change(s), and a description of the difference to the existing contract requirements;</p> <p>(b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) the Procuring Agency may incur in implementing the value engineering proposal; and</p> <p>a description of any effect(s) of the change on performance/functionality.</p> <p>The Procuring Agency may accept the value engineering proposal if the proposal demonstrates benefits that:</p> <ul style="list-style-type: none"> <li>(a) accelerates the delivery period; or</li> <li>(b) reduces the Contract Price or the life cycle costs to the Procuring Agency; or</li> <li>(c) improves the quality, efficiency, safety or sustainability of the services; or</li> <li>(d) yields any other benefits to the Procuring Agency, without compromising the necessary functions of the Facilities.</li> </ul> <p>If the value engineering proposal is approved by the Procuring Agency and results in:</p> <ul style="list-style-type: none"> <li>(a) a reduction of the Contract Price; the amount to be paid to the Service Provider shall be the percentage specified in the SCC of the reduction in the Contract Price; or</li> </ul> <p>an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price</p>
<b>14. Force Majeure</b>	<p><b>14.1 Definition</b></p> <p>For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p><b>14.2 No Breach of Contract</b></p> <p>The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b)</p>

	<p>has informed the other Party as soon as possible about the occurrence of such an event.</p> <p><b>14.3 Extension of Time</b></p> <p>Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p><b>14.4 Payments</b></p> <p>During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.</p>
<p><b>15. Termination</b></p>	<p><b>15.1 By the Procuring Agency</b></p> <p>The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Service Provider in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);</p> <ul style="list-style-type: none"> <li>a) If the Service Provider fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;</li> <li>b) If the Service Provider becomes (or, if the Service Provider consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;</li> <li>c) If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings;</li> <li>d) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;</li> <li>e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;</li> </ul> <p><b>15.2 By the Service Provider</b></p>

	<p>The Service Provider may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.</p> <ul style="list-style-type: none"> <li>(a) If the Procuring Agency fails to pay any money due to the Service Provider pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Service Provider that such payment is overdue.</li> <li>(b) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.</li> <li>(c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration.</li> </ul> <p>If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Service Provider may have subsequently approved in writing) following the receipt by the Procuring Agency of the Service Provider's notice specifying such breach</p>
--	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

### 3. Obligations of the Service Provider

<b>16. General</b>	<b>16.1 Standard of Performance</b> <ul style="list-style-type: none"> <li>i. The Service Provider shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties.</li> <li>ii. The Service Provider shall employ and provide such qualified and experienced Experts and Sub-Service Providers as are required to carry out the Services.</li> <li>iii. The Service Provider may subcontract part of the Services to an extent and with such Key Experts and Sub-Service Providers as may be approved in advance by the Procuring Agency.</li> </ul>
--------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

	<p><b>16.2 Law Applicable to Services</b></p> <p>The Service Provider shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Service Providers, comply with the Applicable Law.</p>
<p><b>17. Conflict of Interests</b></p>	<p><b>17.1 Service Provider Not to Benefit from Commissions and Discounts.</b></p> <p>The remuneration of the Service Provider shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.</p> <p><b>17.2 Service Provider and Affiliates Not to be Otherwise Interested in Project</b></p> <p>The Service Provider agrees that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.</p> <p><b>17.3 Prohibition of Conflicting Activities</b></p> <p>Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:</p> <ul style="list-style-type: none"> <li>(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;</li> <li>(b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract; after the termination of this Contract, such other activities as may be specified in the SCC.</li> </ul>
<p><b>18. Confidentiality</b></p>	<p>18.1 Except with the prior written consent of the Procuring Agency, the Service Provider and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Service Provider and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.</p>

<b>19. Insurance to be Taken Out by the Service Provider</b>	<p>19.1 The Service Provider</p> <p>(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the SCC; and</p> <p>(b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.</p>
<b>20. Service Provider's Actions Requiring Procuring Agency's Prior Approval</b>	<p>20.1 The Service Provider shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:</p> <p>(a) entering into a subcontract for the performance of any part of the Services,</p> <p>(b) appointing such members of the Personnel not provided by the service provider;</p> <p>(c) changing the Program of activities; and</p> <p>any other action that may be specified in the SCC.</p>
<b>21. Reporting Obligations</b>	<p>21.1 The Service Provider shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.</p>
<b>22. Documents Prepared by the Service Provider to Be the Property of the Procuring Agency</b>	<p>22.1 All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider shall become and remain the property of the Procuring Agency, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Agency, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.</p>
<b>23. Liquidated Damages</b>	<p>23.1 Payments of Liquidated Damages</p> <p>The Service Provider shall pay liquidated damages to the Procuring Agency at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Agency may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.</p> <p>23.2 Correction for Over-payment</p>

	<p>If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC.</p> <p>23.3 Lack of performance penalty</p> <p>If the Service Provider has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the SCC.</p>
<p><b>24. Performance Guarantee</b></p>	<p>24.1 Within twenty-eight (28) days from the issuance of acceptance letter from the Purchaser, the successful Service provider shall furnish the Performance Guarantee in shape of CDR at the discretion of the Purchaser in the amount <b>specified in SCC</b>. In case the amount of proposal security is equal or greater than the value of the Services to be supplied then the service provider shall not require furnishing the Performance Guarantee separately, it will be retained or deducted from the service provider's claim on service provider's choice.</p> <p>24.2 The proceeds of the Performance Guarantee shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p>The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser and shall be in the acceptable form as specified in SCC.</p> <p>24.3 The Performance Guarantee will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise <b>specified in SCC</b>.</p>
<p><b>25. Fraud and Corruption</b></p>	<p>25.1 The Procuring Agency requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.</p>

<b>26. Sustainable Procurement</b>	26.1 The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.
------------------------------------	--------------------------------------------------------------------------------------------------------------------------------

#### **4. Service Provider's Personnel**

<b>27. Description of Personnel</b>	27.1 The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel. The Key Personnel and Subcontractors listed by title as well as by name are hereby approved by the Procuring Agency.
<b>28. Removal and/or Replacement of Personnel</b>	<p>28.1 Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as replacement a person of equivalent or better qualifications.</p> <p>28.2 If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.</p> <p>The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p>

#### **5. Obligations of the Procuring Agency**

<b>29. Assistance and Exemptions</b>	29.1 The Procuring Agency shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as specified in the SCC.
<b>30. Change in the Applicable Law</b>	30.1 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the SCC.
<b>31. Services and Facilities</b>	31.1 The Procuring Agency shall make available to the Service Provider and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

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

## 6. Payments to the Service Provider

<b>32. Lump-Sum Remuneration</b>	32.1 The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services. Except as provided in GCC 33, the Contract Price may only be increased above the amounts if the Parties have agreed to additional payments in accordance with GCC 34.
<b>33. Contract Price</b>	33.1 The price payable in local currency is set forth in the SCC. The price payable in foreign currency is set forth in the SCC.
<b>34. Payment for Additional Services, and Performance Incentive Compensation</b>	34.1 For the purpose of determining the remuneration due for additional Services as may be mutually agreed. 34.2 If the SCC so specifies, the service provider shall be paid performance incentive compensation if specified in the SCC.
<b>35. Terms and Conditions of Payment</b>	35.1 Payments will be made to the Service Provider according to the payment schedule stated in the SCC. 35.2 Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Service Provider of a bank guarantee for the same amount and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Service Provider have submitted an invoice to the Procuring Agency specifying the amount due.
<b>36. Interest on Delayed Payments</b>	36.1 If the Procuring Agency has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.
<b>37. Price Adjustment</b>	37.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the SCC. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. 37.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.
<b>38. Currency of Payment</b>	38.1 Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

---

## 7. Quality Control

<b>39. Identifying Defects</b>	39.1 The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Procuring Agency may instruct the Service Provider to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the SCC.
<b>40. Correction of Defects, and Lack of Performance Penalty</b>	40.1 The Procuring Agency shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected. 40.2 Every time notice a Defect is given; the Service Provider shall correct the notified Defect within the length of time specified by the Procuring Agency's notice 40.3 If the Service Provider has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance.

## 8. Settlement of Disputes

<b>41. Amicable Settlement</b>	41.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
<b>42. Dispute Settlement</b>	42.1 If any dispute arises between the Procuring Agency and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other. 42.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute. 42.3 The Adjudicator shall be paid by the hour at the rate specified in the PDS and SCC, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between the Procuring Agency and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding. 42.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and, in the place, shown in the SCC. Should the Adjudicator resign or die or should the Procuring Agency

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

## **SECTION-VIII**

### **SPECIAL CONDITIONS OF CONTRACT**

## SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause	Amendments of and Supplements to, Clauses in the General Conditions of Contract
GCC 2	<p>Applicable/Governing Law:</p> <p><i>The federal, provincial and local laws of Pakistan, and all orders, judicial decisions, rules, regulations, executive orders, statutory regulatory orders, decrees, notifications or other similar directives issued by any public sector entity thereto, including environmental standards, as any of them may be amended from time to time.</i></p>
GCC 3	<p>The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in <i>English</i></p>
GCC 5	<p><b>The addresses are:</b></p> <p>[As mention in Proposal]</p> <p>The Contractor/ Service Provider:</p> <p>[Name, address and telephone number].</p> <p>The Contractor/ Service Provider 's Representative(s) [Name, address, telephone number and e-mail address]</p>

GCC 6.1	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Procuring Agency:</b></p> <p>Name: ..... Designation: .....</p> <p>Address: .....</p> <p><b>For the Service Provider:</b></p> <p>Name: ..... Designation: .....</p> <p>Address: .....</p>
GCC 6.2	<p>[The Lead Member on behalf of the JV is _____ _____</p> <p><u>Note:</u> If the Service Provider consists only of one entity, state "N/A"; OR If the Service Provider is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here. ]</p>
GCC 7	<p><b>Effectiveness of the contract</b></p> <p>The contract will come into effect on the date of signing of the contract by both parties; the Transporter/Service Provider and JPCL.</p>
GCC 8	<p><b>Commencement of Services:</b></p> <p>The Contractor/ Service Provider shall commence within a week's time on issuance of written notice to proceed (NTP) by JPCL which shall be issued any time after signature of the Contract by both parties. JPCL reserves right to issue NTP at appropriate time keeping in view the operational timelines of the power plant.</p>
GCC 10.2	<p><b>Expiration of Contract:</b></p> <p>The time period shall be for one (01) year from the date of commencement.</p>

	<p>The contract may be extended, if exigencies so demand, for the period mutually agreed on same terms and conditions.</p>
<b>GCC 15</b>	<p><b>Termination</b></p> <p>In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Service Provider shall be responsible for providing to the procuring agency all the data of services along with all the required allied documentation which may be necessary for smooth transition to or performance either by the company itself or by any other organization/body to whom the contract may be assigned.</p>
<b>GCC 17</b>	<p>The Procuring Agency reserves the right to determine on a case-to-case basis whether the Service Provider should be disqualified from providing services due to a conflict of the nature described in Clause GCC 17.</p>
<b>GCC 19</b>  <b>This clause may be modified as per the security risk charges</b>	<p>The insurance coverage against the risks shall be as follows</p> <p>(a) Professional liability insurance:</p> <p>The minimum coverage in accordance with the applicable law in Pakistan</p> <p>(b) Third Party liability insurance:</p> <p>The minimum coverage of the amount in Pak Rupees in accordance with the applicable law in Pakistan</p> <p>(c) Procuring agency's liability and workers' compensation insurance in respect of</p> <ul style="list-style-type: none"> <li>(i) the experts and Sub- Service Providers in accordance with the relevant provisions of the applicable law in Pakistan, as well as life, health, accident, travel or other insurance as may be appropriate; and</li> <li>(ii) insurance against loss of or damage to the Service Provider's property used in the performance of the Services, and</li> <li>(iii) any documents prepared by the Service Provider in the performance of the Services.</li> </ul>

GCC 23	<p><b>Liquidated Damages</b></p> <p>If the Service provider fails to provide services as required under the contract or in case of any loss to equipment or personnel/breach or any incident compromising the safety and security or other such failures related to any services, if service provider fails to attain completion of any of the milestones/deliverables by relevant targets, the Service Provider shall be liable to pay to the JPCL as Liquidated Damages equal to 3% of the total contract value for each week of the delay till a cap of 15% of contract total value after which the contract will be terminated. Such money shall be paid to the company, or company may make deduction from any amounts owed to the service provider under this agreement or may call on performance guarantee or any combination of the foregoing for the purposes of recovery.</p>
GCC 24	<p><b>Performance Guarantee:</b></p> <p>The amount of performance guarantee shall be 5,000,000 (Rupees: Five Million) in acceptable form CDR / Pay Order / Bank Guarantee</p>
GCC 32	<p>Proposal quoted shall be inclusive of all applicable taxes. Sindh Sales Tax (SST) shall be mentioned and invoiced separately.</p>
GCC 35	<p><b>Payment:</b></p> <p>Payment against the transportation services as per Section V- "<b>Schedule of Requirements</b>" shall be made in Pakistani rupees, as follows:</p> <p><b>Payment:</b> The Part Payment on successful services rendered for disposal and management of Fly Ash, Bottom Ash and FGD Gypsum, shall, promptly, be made (within 30 days) on successful disposal of more than 5,000 Metric Tons as per "Certificate of Weight in Metric Tons" duly signed by a committee and submission of interim payment certificate (IPC) by the service provider in triplicate.</p> <p>The final payment will be made on successful disposal of the whole quantity during contract period on submission of Invoice/Bill in triplicate within 30 days.</p>
GCC 36	<p>The interest rate is: <b>one (01) month KIBOR (ask)</b></p>
GCC 38	<p>All the payment to be released to the contractor/service provider shall be <b>Pakistani Rupee (PKR)</b></p>

GCC 39	<p>Identifying Defects:</p> <p>The procuring agency reserves the right at any time to inspect the transport fleet of the service provider to inspect the fitness of vehicles, drivers and monitor the services being provided.</p>
GCC 42	<p>[The Procuring Agency will give the dispute resolution mechanism.</p> <p>Following is the guidance for Dispute Resolution</p> <ul style="list-style-type: none"> <li>i. If any dispute of any kind whatsoever shall arise between the procuring agency and the Service Provider 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 Project - whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract - the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.</li> <li>ii. At future of negotiation, the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of both parties.</li> <li>iii. At the event of failure of mediation to resolve the dispute relating to this contract, such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in <b>Islamabad</b> and proceedings will be conducted in <b>Urdu/English</b>.</li> <li>iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.</li> <li>v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.</li> </ul> <p>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 Service Provider any monies due to the Service Provider.</p>

**Arbitrator's fee:**

The fee shall be specified in **Pakistani Rupee**, as determined by the procuring agency, which shall be shared equally by both parties.

**Appointing Authority for Arbitrator:**

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

**Rules of procedure for arbitration proceedings:**

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

**Place of Arbitration and Award:**

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

## **SECTION-IX**

### **CONTRACT FORMAT/ FORMS**

# ***Contract Terms and Conditions***

Project Name: \_\_\_\_\_ Client: \_\_\_\_\_

Contract No. \_\_\_\_\_

## **1. Definitions**

“Contract” means the agreement entered into between the Client and the Service Provider, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.

“Contract Documents” means the documents listed in the Contract, including any amendments thereto.

“Contract Price” means the price payable to the Service Provider as specified in the Contract, subject to such additions and adjustments thereto pursuant to the Contract.

“Completion” means the fulfilment of the committed services by the Service Provider in accordance with the terms and conditions set forth in the Contract.

“Client” means the entity purchasing the Services.

“Services” means the services the Service Provider will perform as specified in the Scope of Services in Schedule of Requirement.

“Service Provider” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Client and is named as such in the Contract.

“Assignment” Any assignment of this Contract or of any rights hereunder, in whole or in part without the prior written consent of the Client shall be void.

**“Performance of the Services”** The Service Provider shall carry out the Services with due diligence and efficiency and shall furnish to the Client such information related to the Services as the Client may from time-to-time reasonably request. The Service Provider shall at all times cooperate and coordinate with the Client with respect to the performance of the Services.

**“Taxes and Duties”** The Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until completion of the services to the Client.

**“Payment”** Upon submission by Service Provider of claim and subsequent verification of the claim by Client, payment of the contract price shall be made in the following manner:

“In accordance with the Price Schedule, the amount resulting from multiplying the claimed, weighted and verified quantity of the item with the unit price indicated in the accepted Form of Bid Price”

**“Resolution of Disputes”** The Client and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of an unresolved dispute, the dispute shall be settled in accordance with the provisions of the Arbitration Act, 1940.

**“Independent Service Provider”** Nothing contained in this Contract shall be construed as establishing or creating the relationship of master and servant, employer and employee or principal and agent between the Client and the Service Provider, or his employees or agents or other persons engaged by the Service Provider to perform any of the services.

**“Intellectual Property Rights”** Intellectual Property Rights: (a) The Service Provider shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against, the Client during or in connection with the Services by reason of: (i) infringement or alleged infringement by the Service provider of any patent or other protected right, or (ii) plagiarism or alleged plagiarism by the Service provider.

**“Failure to Perform”** The Client may terminate the Contract if the Service Provider fails to perform the services, in accordance with the above terms and conditions, in spite of a 14-day notice given by the Client, without incurring any liability to the Service Provider. In the event of such termination, the amount due under the Contract shall be subject to equitable adjustment.

**“Termination Due to Integrity Violation”** The Client may terminate this Contract, in whole or in part, if the Service Provider, in the judgment of the Client has engaged in integrity violations in Fraud and Corruption, in competing for or in executing this Contract.

**“Other Grounds for Termination”** The Client may also terminate this Contract, in whole or in part, if the Service Provider becomes insolvent, bankrupt or gives the Client reasonable evidence of its inability to complete the Services as specified, or fails to correct any non-conformity in the Services or performs in bad faith by willfully not observing the terms and conditions of this Contract.

**“Force Majeure”** The Service Provider shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this Clause, “Force Majeure” means an events beyond the control of the Service Provider and not involving the Service Provider’s fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Service Provider shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by the Client in writing, the Service Provider 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 Force Majeure event.

**“Accounts and Records”** The Service Provider shall keep accurate and systematic accounts and records in respect of the Services in such form and detail as are customary in its profession and are sufficient to establish accurately that the costs have been duly incurred.

Notwithstanding anything to the contrary stated herein, the Service Provider shall maintain accounts and records, including original receipts, invoices and other supporting documents evidencing payments made by the Service Provider under this Contract, for the period of the Services and for a period no less than 3 years after the expiration or termination of this Contract.

**“Termination Notice Due to Non-payment”** If the Service Provider has not received payments due within the 30 days as provided for in Payment Clause, the Service Provider may immediately issue a 14-day termination notice.

---

(THE TRANSPORTER)

AND

**JAMSHORO POWER COMPANY LIMITED**  
(THE COMPANY)

---

**INLAND BOTTOM ASH, MILL REJECT RESIDUE AND FGD GYPSUM  
TRANSPORTATION AGREEMENT**

---

- RELATING TO -

**660 MW (GROSS) COAL FIRED POWER PLANT JAMSHORO**  
At Mohra Jabal, Sehwan Dadu Road, Indus Highway Jamshoro Sindh,  
Islamic Republic of Pakistan

---

MADE AT [Place]  
ISLAMIC REPUBLIC OF PAKISTAN  
[Date]

**THIS CONTRACT OF INLAND TRANSPORTATION OF FLY ASH, BOTTOM ASH & GYPSUM TRANSPORTATION** (this “**Agreement**”) is made at Jamshoro/Karachi, Pakistan and dated as of \_\_\_\_\_ by and between

\_\_\_\_\_ (the “**Transporter/Transport Service Provider**”), a company incorporated under the laws of Pakistan, having its registered office at \_\_\_\_\_.

AND

**JAMSHORO POWER COMPANY LIMITED** (the “**Company/Client**”), a company incorporated under the laws of Pakistan with its registered business office at Mohra Jabal, Dadu Sehwan Road, Indus Highway Jamshoro Sindh. (The Transporter and the Company are each hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”).

**WHEREAS:**

(A) The Company intends to construct, finance, operate and maintain a power generation facility (the “**Complex**”) with a capacity of approximately 660 MW (gross), situated at Mohra Jabal, Dadu Sehwan Road, Indus Highway Jamshoro Sindh;

(B) The Company wishes to transport Fly Ash, Bottom Ash and FGD Gypsum from the Loading Point to the Unloading Point and the Transporter wishes to provide such Transportation Services; and

(C) The Parties are entering into this Agreement to record the terms and conditions upon and subject to which the Company is to offer Fly Ash, Bottom Ash and FGD gypsum for transport and receive such transported quantities of Fly Ash, Bottom Ash and FGD Gypsum and the Transporter to transport Fly Ash, Bottom Ash and FGD Gypsum, from the Loading Point in compliance with SEPA guidelines to a designated Unloading Point/Facilities.

**NOW THEREFORE**, in consideration of the mutual benefits to be derived and the terms and conditions contained herein, and intending to be legally bound, the Transport Service Provider and the Company hereby agree as follows:

**Note:** The Transport Service Provider must be a registered company under the laws of Pakistan.

It is mutually agreed to conclude this agreement with the following terms and conditions.

**1. INTRODUCTION & PERIOD OF CONTRACT:**

This Agreement shall come into full force and effect on the date of signing (the “**Effective Date**”) and the term of this Agreement shall commence from the Commencement Date and shall continue for a period of twelve (12) months from the Commencement Date.

The Term of this Agreement may be extended for such further terms as the Parties mutually agree in writing.

The Company is operating the 660MW Imported and Local Coal-Fired Power Plant at Mohra Jabal, Dadu Sehwan Road, Indus Highway Jamshoro Sindh and intends to promote utilization of coal byproducts. The Company wishes to supply the Commodity from its 660MW Imported and Local Coal to the Transport Service Provider. The Company shall have the right to terminate

(effective immediately) this Agreement by written notice to the Transport Service Provider if the Transporter fails to transport the allocated quantities of the Commodity in the Agreement Term.

## **2. SCOPE OF SUPPLY:**

The Commodity shall be collected by the Transporter from the designated delivery point(s) i.e. Fly Ash, Bottom Ash silos and Gypsum from FGD area at the Company's direction.

a) It is the responsibility of the transporter to dispose of the said commodity in compliance with the Government regulations / EPA instructions.

b) The Transporter shall make its own arrangement for taking delivery in their own bulkers or dumpers. Transporter shall deputize a representative for co-ordination for transportation and collection.

c) The Transporter shall transport daily a minimum quantity not less than 75% of the production to maintain the safe limit of the Silos/collection areas.

## **3. PAYMENT TERMS:**

The Transportation charges will be PKR xxx/Ton. This may change in any extension of this Agreement by mutual agreement. The Transporter will submit invoice on successful disposal of 5,000 Metric Tons and the invoice shall be settled within thirty (30) days of the receipt of invoices.

## **4. DAILY ALLOCATED QUANTITY:**

The Company produces collectively, approximately **762** Tons +/- 10% tolerance of the Commodity daily on 80:20 blend of Fly Ash, Bottom Ash and FGD Gypsum. The Transporter shall transport daily a minimum quantity not less than 75% of the production to maintain the safe limit of the Silos. In case of failure to meet job order quantity, transporter is liable to pay for alternatives arranged by the company for transportation. If alternatives are not arranged, company has the right to deduct the complete security deposit submitted by the transporter at the commencement of the contract.

**NOTE:** The allocated Commodity can be reduced to zero level on a particular day /day in the event of some events, for example, visits of dignitaries to the power plant and Leaders visit due to 'limitations of transportation of Commodity' by concerned department in the power plant area. Such information will be provided by the evening of the preceding day.

The Company reserves the right at the time of allocation or during the Agreement Term to increase, decrease or delete the quantity of the Commodity available without assigning any reason and reserves its right to cancel this Agreement at any stage by giving the Transporter at least 7 days' prior notice in writing.

## **5. THE COMMODITY SUPPLY:**

The Transporter shall not claim any compensation from the Company when the power plant cannot provide the Commodity (e.g. during the Company's repair of the power plant unit,

temporary maintenance of the unit or sudden shutdown or unit on standby mode etc.), The Company shall notify the Transporter 7 working days in advance for any planned maintenance of the units.

## **6. INSTRUCTIONS FOR TRANSPORTERS:**

All loading and unloading of Commodity are subject to these Terms and Conditions of this Agreement. The Transporter shall arrange to collect the Commodity through existing Commodity collection system by deploying its own Operation & Maintenance (O&M) team for collection of the Commodity. The Transporter shall make arrangements at his own cost to collect and transport the total Commodity quantity from the nominated Commodity collection points.

## **7. SAFETY REQUIREMENTS:**

The Transporter shall ensure the safety and security of all its personnel, working at different places in connection with this supply and shall be fully responsible for the same. All safety tools (HSE) and equipment required like tarpaulin, covered vehicle, helmets, goggles, gas masks, respiratory masks, gumboots, shoes, safety belts wherever required will be provided by the Transporter. The Transporter shall also ensure safety and security of all delivery personnel of the Company and its related parties at delivery site.

## **8. TRANSPORTATION DATE OF THE COMMODITY:**

Within 7 days after this Agreement is signed, the Transporter shall commence the transport of the Commodity according to the Company's instructions; notice to proceed (NTP) that will be issued any time after signing of *the Contract agreement by both parties. JPCL reserves right to issue NTP at appropriate time keeping in view the operational timelines of the power plant.*

- a) The Transporter shall deputize an authorized representative to the ash silos areas of the power station for coordination and taking delivery of Fly Ash, Bottom Ash and Gypsum. The authorized representative shall be required to always carry valid Identity Proof.
- b) Transportation of the Commodity shall be in bulkers or dumpers. Transporters will make sure trucks are fully covered with tarpaulin.
- c) The Transporter shall provide all the data of vehicles and drivers in advance to the Company for gate passes and security checks..

## **8. SECURITY DEPOSIT:**

- a) Seven (7) working days prior to commencement of collection of the Commodity, the Transporter shall furnish a Security Deposit in the form of original Bank Guarantee or Cash/Pay Order equivalent for PKR 5,000,000/- (PKR FIVE MILLION). The Bank Guarantee shall be issued in favour of the Company at the commencement of the Term and shall be valid for the Agreement Term plus 7 days.

b) The Security Deposit will be for performance of the Agreement and for reimbursement of any damage caused the Transporter or its representatives to the Company's assets and personnel. In the event of any default or discontinuing of transportation of the Commodity or breach of this Agreement, the Security Deposit will be forfeited..

c) Security Deposit shall be released promptly after successful completion of the Agreement after the expiry of the Agreement Term.

## **9. EFFECTIVENESS AND COMMENCEMENT OF CONTRACT:**

This Agreement becomes effective upon signature and stamp by both parties. The Commencement Date of contract will be construed from notice to proceed (NTP) that will be issued any time after signing of *the Contract agreement by both parties. JPCL reserves right to issue NTP at appropriate time keeping in view the operational timelines of the power plant.*

## **10. MAINTENANCE AND RETURN OF SECURITY DEPOSIT:**

The Transporter shall maintain the total amount of the Security Deposit of PKR 5,000,000 (Rupees Five Million Only)

After any amounts are deducted from the Security Deposit by the Company as permitted in the Agreement, the Transporter shall top up the deducted amount within 7 days; if the Transporter fails to make up for the amount of the Security Deposit within 15 days, the Company shall have the right to terminate the Agreement and the Transporter shall bear any losses incurred by the Company.

Within 30 working days after the termination of the Agreement and after the Transporter pays the entire amount payable and fulfils all the responsibilities to the Company, the Company shall return the original Bank Guarantee to the Transporter.

## **11. COMPANY'S REQUIREMENT TERMS:**

### **11.1 ENVIRONMENTAL PROTECTION RESPONSIBILITY:**

The Transporter shall be responsible for all environmental matters and responsibilities arising from the transportation, storage and disposal/ utilization of the Commodity. The Transporter must abide by the requirements of the relevant government departments and all regulations and standards regarding the environmental protection issues.

If the Transporter fails to timely address any environmental issues relating to the Commodity, the Company has the right to remedy and the corresponding cost (Rs. /ton) will be deducted from the Security Deposit plus any other directly incurred cost. The cost shall be reimbursed by the Transporter within one month of the deduction and prior to the return of the Bank Guarantee.

**NOTE:** The Transporter should apply for the NOC from Sindh Environmental Protection Agency (SEPA) and any other concerned authority/department for ash handling and submit to the company along with the Bank Guarantee.

## **11.2 Transportation & Disposal of the commodity as per the company's instruction**

The Transporter shall ensure the quantity and capacity of the Commodity transporting vehicles and is responsible for arranging the transportation from the Company's designated place to collect the Commodity.

**11.3** The Transporter shall ensure the continuity and stability of the Commodity transportation and that the amount of transportation will be consistent every day. 7 days prior to any planned shutdowns of the power plant, the Company shall notify the Transporter in writing. Any equipment breakdown that may affect the availability of the Commodity shall be promptly notified to the Transporter, and appropriate measures shall be taken.

**11.4** The Transporter shall notify the Company of the license plate number and quantity of vehicles entering the plant in advance (at least one working day). The Company shall be responsible for the issuance of vehicle entering permit within one business day and the vehicles without the permit shall not enter the power plant.

Vehicles dispatch shall be subject to the Company's instruction.

**11.5** The Transporter must submit in writing the designated on-site full-time staff to coordinate. Any substitutions during the Agreement Term shall be notified to the Company in writing in advance.

## **11.6 MEASUREMENT OF THE COMMODITY**

The Commodity shall be calculated based on the data measured by the Company's computerized weighbridge and the measuring results shall be signed and confirmed by the Transporter at site.

## **12. WORKING HOURS:**

Transportation and loading of the Commodity shall be allowed 24 hours a day, 7 days a week round the clock on the permitted days and gate pass shall be issued based on the truck movement permission by the Company. The 'permitted days' are the days when there are no restrictions on the movement of truck.

## **13. JOB ORDERS:**

On and after the Start Date, the Company shall issue a Job Order on a Monthly basis to the Transporter, and such Job Order shall be issued at least three (3) Business Days prior by the Company to Transporter for transportation of Fly Ash, Bottom Ash and FGD Gypsum from the loading Point in environment friendly manner.

The Job Order shall set out the Daily Quantity required to be transported and delivered by the Transporter to the Unloading Point for each day of the Week set out in the Job Order. Every Job Order issued in accordance with this Section shall be binding on the Transporter, unless the Daily Required Quantity exceeds the Daily Maximum Quantity.

## **14. FORCE MAJEURE:**

### **15.1 Definition**

A "Force Majeure Event" shall mean any event or circumstance or combination of events or circumstances beyond the reasonable control of a Party that, on or after the Effective Date, materially and adversely affects the performance by such affected Party of its obligations under or pursuant to this Agreement, provided that such material and adverse effect has not occurred due to the failure of the Company or the Transporter, as the case may be maintain the Complex or the transportation facilities in accordance with this Agreement; and provided further, that such material and adverse effect could not have been prevented, overcome or remedied in whole or in part by the affected Party through the exercise of diligence and reasonable care. Either Party shall be excused from the performance or punctual performance of any of its obligations under this Agreement and such obligations shall be extended by a period reasonable under the circumstances if the performance thereof, is prevented or delayed by the nature of circumstances described above, which without in any way limiting the generality of the foregoing shall include acts of God, riots, wars, accidents, acts of government etc.

### **15.2 Effect of Force Majeure**

Neither the Company nor the Transporter shall be considered in default or in contractual breach to the extent that performance of obligations is prevented by a Force Majeure event which arises after the Effective Date, provided that no Force Majeure event shall relieve either Party from its payment obligations under the Contract.

### **15.3 Transporter's Responsibility**

Upon occurrence of an event considered by the Transporter to constitute a Force Majeure Event and which may affect performance of the Transporter's obligations, the Transporter shall promptly notify the Company of the event as soon as practicable, but in any event not later than twenty-four (24) hours after it becomes aware of the occurrence of the circumstances giving rise to a Force Majeure, three (3) hours after the resumption of any means of providing notice to the Company. Thereafter, the Transporter shall give the Company a second notice, describing the Force Majeure events in detail, to the extent which can be reasonably determined at the time of such notice, providing a preliminary evaluation of obligations affected, a preliminary estimate of the period of time that the Transporter shall be unable to perform such obligations and other relevant matters as soon as practicable, but in any event, not later than five (5) Days after the initial notice of the occurrence of the Force Majeure event.

Notwithstanding the above, the Transporter shall continue to perform its obligations as far as reasonably practicable. The Transporter shall also notify when appropriate and requested by the Company to provide further notices more fully describing the Force Majeure Events and its causes and providing up to date information relating to the efforts made by the Transporter to avoid and/or mitigate the effects thereof and estimates, to the extent practicable, of the time that it expects it shall be unable to perform its obligations under the Contract. Furthermore, the Transporter shall include in its notices of any proposals, including any reasonable alternative means for performance, but shall not affect any proposals without the consent of the Company.

#### **15.4 Company's Responsibility**

Upon occurrence of an act considered by the Company to constitute a Force Majeure Event and which may affect performance of the Company's obligations, the Company shall promptly notify the Transporter soon as practicable, but in any event not later than twenty-four (24) hours after it becomes aware of the circumstances giving rise to a Force Majeure or three (3) hours after the resumption of any means of providing notice to the Transporter. Thereafter, the Company shall give the Transporter a second notice, describing the Force Majeure events in reasonable detail and, to the extent which can be reasonably determined at the time of such notice, providing a preliminary evaluation of the obligations affected, a preliminary estimate of the period of time that it shall be unable to perform such obligations and other relevant matters as soon as practicable, but in any event, not later than five (5) Days after the initial notice. The Company shall continue to perform its obligations as far as reasonably practicable. The Company shall also notify the Transporter of any proposals with the objectives of completing the Works and mitigating any increased costs to the Company and Transporter.

#### **15.5 Duty to Minimize Delay and Mitigate**

Each Party shall at all times use all reasonable efforts to minimize any delay in the performance of the Agreement as a result of a Force Majeure Event and mitigate the effects of the Force Majeure Event, which sums are reasonable in light of the likely efficacy of the mitigation measures.

The Transporter shall endeavor to continue the performance of its obligations under the Contract in so far as reasonably practicable and notify the Company of the steps it proposes to take including any reasonable alternative means for performance which are not prevented by the Force Majeure Event. The Transporter shall take such steps unless and to the extent, the Company directs the Transporter not to do so.

A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure Event and mitigate any loss suffered by either Party as a result of the Force Majeure.

#### **15.6 Optional Termination, Payment and Release**

If a Force Majeure Event occurs, which prevents the whole of the Transportation Facilities or substantially the whole of the Transportation Facilities and its effect continues for a period of thirty (30) consecutive Days, either the Company may give to the Transporter a notice of its intention to terminate.

Within fourteen (14) Days of the date of such notice, the senior executives of each Party shall meet to negotiate in good faith and with the aim of prevent the termination of the Agreement and achieving a resolution satisfactory to both Parties. If, within sixty (60) Days of the date of the initial notice of a Party's intention to terminate, the senior executives of each Party are unable to agree on a resolution satisfactory to both Parties, either Party may give to the other a notice of termination, which shall take effect thirty (30) Days after the giving of the notice.

### **15. TERMINATION:**

The Company shall be entitled to terminate the Agreement at the occurrence of any of the events listed below by giving one (1) months' notice to the Transporter:

- a) The Transporter is in material breach of any obligation under the Agreement
- b) The Transporter fails to comply with any of the requirements of any applicable laws
- c) The Transporter fails to provide/maintain the Security Deposit in an amount equal to the Security Deposit Amount, in accordance with the terms of the Agreement
- d) The Transporter through any act, omission or default directly or indirectly causes the termination of the Power Purchase Agreement and the Implementation Agreement
- e) Any criminal proceedings or any winding up, bankruptcy or insolvency proceedings have been initiated by or against the Transporter (as applicable)

The Transporter shall have the following obligations upon the termination of the Agreement:

- (a) Discontinue performance of Transportation Services. Notwithstanding the above, such discontinuance shall not affect the cargo in transit (if any).
- (b) Obligations relating to any rights and remedies relating to breaches of this Agreement that occurred before termination are not affected by termination;
- (c) Any obligations set forth under this Agreement that continue to apply;
- (d) Make payment of any liquidated damages payable to the Company under this Agreement.

## **16. LAW AND ORDER:**

17.1 The Transporter warrants that it or its employees shall not indulge in any union or association or pressure group activities related to and during the currency of this agreement. In case of such activity, the agreement with the Transporter shall be terminated immediately without any resource whatsoever in this regard. Further, if any damages, liability accrues to Company, the same will be settled from the security deposited by the Transporter. Company reserves the right to also file claim of damages by act of Transporter either directly with the Transporter and/or in any court of law.

## **17. CONFIDENTIALITY:**

### **17.1 Confidential Information**

With regard to Confidential Information, the Transporter will ensure that the Transporter and each of the Transporter's Personnel:

- a) Shall only share Confidential Information on a strictly need to know basis for the sole purpose of performing this Agreement;
- b) Do not disclose any such information to any person without the prior consent of the Company;
- c) Do not make any use of that information or any part of it except for the proper performance of the Transporter's obligations under this agreement;
- d) Do not make any use of that information or any part of it to the competitive disadvantage of the Company;
- e) Do not copy or duplicate that information or any part of it without the prior written consent of the Company except to the extent necessary for the proper performance of the Services;
- f) May be required to sign a Confidentiality Agreement, if requested by the Company. For avoidance of doubt the Transporter is obligated under this Agreement to ensure complete non-disclosure of Confidential Information;

## **17.2 Exceptions:**

- a) Information after it becomes generally available to the public other than by way of a breach of Clause 10.1;
- b) The disclosure of information in order to comply with any applicable law or legally binding order of any court, government, semi-government authority or administrative or judicial body;
- c) In the event of clause 10.2 (b) the Transporter is to immediately intimate the Company in writing giving the Company reasonable notice to challenge such disclosure or to take appropriate measures in this regard; or
- d) The use or disclosure of information that the Transporter can show:
  - i. Such information was received by the Transporter from a third person legally entitled to possess the information and provide it to the Transporter, if the use or disclosure accords with the rights or permission lawfully granted to the Transporter by that third person; or
  - ii. That it was in public domain at the time of its first disclosure.

## **18. INTELLECTUAL PROPERTY:**

The transporter may not use any trademarks, trade names, slogans or logos of the Company or any of its Affiliates except as specifically authorized by the Company in writing.

## **19. NOVATION, ASSIGNMENT AND SUBCONTRACTING:**

19.1 The Transporter shall not assign, novate and/or subcontract this Agreement, any part thereof, and/or the Services hereunder and/or any part thereof to any Third Party without the express written consent of the Company to do so.

19.2 The Company may assign, novate and/or subcontract this Agreement, any part thereof, and/or the Services hereunder and/or any part thereof to any Affiliate of Third Party without the consent of the Transporter.

19.3 This Agreement shall accrue to the benefit of and be binding upon the Parties hereto and any successor entity into which either Party shall have been merged or consolidated or to which either Party shall have sold or transferred all or substantially all of its assets.

## **20. GOVERNING LAW AND DISPUTE RESOLUTION:**

20.1 This Agreement shall be governed by the laws of Pakistan; the Parties submit to the exclusive jurisdiction of the courts of Karachi/Hyderabad/Jamshoro

20.2 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or its interpretation. In case, the parties fail to resolve the dispute amicably within 21 days of a dispute being raised, the matter shall be referred to mediation before a CEDR accredited Mediator at the National Centre for Dispute Resolution (NCDR). Mediation proceedings shall be held at Islamabad and will be governed by the Mediation rules. Additionally, the dispute may also be submitted for resolution to a senior partner of a Chartered Accountancy Firm if so necessitated. Both Parties shall bear their own costs in such mediation and dispute resolution proceedings.

20.3 Notwithstanding anything herein, the Company and/or the Beneficiary or a party nominated by them shall have recourse to any court of competent jurisdiction in the event of a dispute, if it so deems necessary.

20.4 Notwithstanding anything contained hereof it is agreed that during the pendency of the arbitration proceedings (except for the disputed matter) all other rights and obligations of the Parties shall continue to subsist and shall not be affected due to the arbitration proceedings if so, deserved by the Company.

## **21. COMPANY ASSETS:**

The Transporter agrees that it shall be solely and exclusively responsible for the safe, correct and intact transportation of the Cargo after its vehicles leave the specified location provided by the Company. Transporter is responsible for any damage of Assets (Building, Plant & Machinery, etc.) within the premises of JPCL and liable to pay JPCL amount of damage caused.

## **22. PENALTY:**

The Transporter will be penalized, if fails to transport required daily commodity, if the Service Provider may arrange third parties, and cost of third-party transportation exceed the price the Service Provider would pay the transporter for lifting of cargo, then any additional cost shall be on the account of the Service Provider.

## **23. TRACKER:**

The Transporter warrants to Company that all vehicles will have a tracking system and it will furnish to Company with an ID Password of the tracker website, portal, etc. and it shall be maintained throughout the duration of this Agreement. However, such access shall not create any obligation/responsibility on Company against any loss, cost, expense, charge, and liability of whatsoever nature including inaccurate or adequate scheduling of vehicle.

## **24. CHANGES OF ADDRESS:**

Any Party may by notice change the addressees or addresses to which such notices and communications to it are to be delivered or mailed.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first written above.

FOR AND ON BEHALF OF	FOR AND ON BEHALF OF
<b>Jamshoro Power Company Limited</b>	<b>the Transporter/Service Provider</b>
_____ _____ _____	_____ _____ _____
Signature	Signature
_____ _____ _____	_____ _____ _____

Name	Name
_____ Designation	_____ Designation
Witnessed by:	Witnessed by:
Name: CNIC:	Name: CNIC:
Name: CNIC:	Name: CNIC:

## ***Performance Security (or guarantee) Form***

To: *Jamshoro Power Company Limited (JPCL)*

WHEREAS *[name of Supplier]* (hereinafter called "the Transporter/Service Provider") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* to delivery *[Transportation Services for disposal of coal byproducts; Fly Ash, Bottom Ash and Gypsum from CFP Jamshoro and dumping in compliance with SEPA guidelines on designated Sites/Facilities in environment friendly manner, outside the plant boundaries on single responsibility basis]* (hereinafter called "the Contract").

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

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

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Transporter/Service Provider, up to a total of *[Rs. 5,000,000/- (Rupees: Five Million only)]*, and we undertake to pay you, upon your first written demand declaring the Transporter/Service Provider to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

Signature and seal of the Guarantors

---

*[name of bank or financial institution]*

---

*[address]*

---

*[date]*

# *Integrity Pact*

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

Contract Number: \_\_\_\_\_

Dated: \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

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

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

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

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

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

---

[Service Provider/Company]

---

[Seller/Service Provider]

## ***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

<b>Sr. No</b>	<b>Particulars</b>
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)**