

PREQUALIFICATION DOCUMENTS
PQD/2023/01

FOR

OPEN FRAMEWORK AGREEMENT
(NATIONAL COMPETITIVE BIDDING)

FOR

SUPPLY OF LIMESTONE
(COAL FIRED POWER PROJECT)



JAMSHORO POWER COMPANY LIMITED

GENERAL INFORMATION FOR SUBMISSION OF STATEMENT OF QUALIFICATION (SOQ)

Scope of Prequalification (PQD)	Limestone Suppliers are invited to submit SOQ to pre-qualify for National Competitive Bidding (NCB). Shortlisted prequalified Suppliers shall sign the Limestone Supply Agreement (LSA) for the supply of the specified Limestone to Jamshoro Power Company Limited (JPCL), a Government Entity, under Ministry of Energy (Power Division) Islamabad, Pakistan, for 660 MW (Gross) Coal-fired Power Plant at Jamshoro, Sindh, Pakistan (“ The Project ”)
Eligible Suppliers	Limestone Producers/Owners/Trading Companies /Marketing Firms (“ Suppliers ”)
PQDs available	After Publication of Advertisement
Last day of PQDs availability	19-07-2023
Pre-SOQ submission Meetings	06-07-2023 at 11:00 AM in the office of Project Director (PIU), 660MW CFPP, Jamshoro
Date and Time of receiving the Pre-Qualification Document	20-07-2023 till 1130 Hrs. PST
Date and Place of Opening	20-07-2023 at 1200 Hrs. PST Office of the Project Director (PIU), 660MW CFPP, Conference Room, 1 st Floor, Main Admin Building, TPS Jamshoro. Email: ceo@jpcl.com.pk pdpiu@jpcl.com.pk
Rejection/Acceptance	In pursuance of PPRA Rule-33 (1) JPCL may reject all proposals/Statement of Qualification (“SOQ”) at any time not conforming to the requirements of this prequalification document PPRA Rules: http://www.ppra.org.pk/Rules.asp

PREAMBLE

Asian Development Bank (“ADB”) has been mandated by Government of Pakistan (“GoP”) to develop and implement a greenfield 660 MW (Gross) supercritical coal-fired power plant in Jamshoro, Sindh, Pakistan (“The Project”) to meet energy requirements of Pakistan in a cost-effective manner.

The Project is being established by Jamshoro Power Company Limited (“JPCL”), also known as GENCO-1, which was incorporated in August 1998, as a GoP owned corporate entity, with a mandate to improve and maintain efficiency in generating electric power through economical and efficient use of resource in transparent manner. JPCL is a subsidiary of Ministry of Energy (Power Division), Government of Pakistan, primarily responsible for to direct management and operations of GENCO’s, including JPCL, for better corporate management, improved financial control and forward-looking business planning. JPCL shall be referred to as the “Project Owner” hereafter in the document.

The Project shall be powered using sub-bituminous imported coal. As GoP is keen to promote local coal reserves, therefore, the Project has been designed in such a manner that indigenous lignite coal sourced from Thar, Pakistan can be blended with imported sub-bituminous coal in 80:20 ratio.

The Project Owner, intends to invite potential Limestone Suppliers, including but not limited to Limestone Producers/Owners, Trading Companies and Marketing Firms, hereafter referred to as “Suppliers”, to submit proposals to pre-qualify for National Competitive Bidding (“NCB”) for supply of Limestone under a Limestone Supply Agreement, (“LSA”), based on quarter/semi-annual bidding process.

As per the policy of Federal Government of Pakistan, all government entities, including the Project Owner, is obligated to follow the Public Procurement Rules 2004, as amended from time to time, hereafter referred to as “PPRA Rules” formulated under the Public Procurement Regulatory Authority Ordinance, 2002 (“PPRA”). Details of PPRA Rules are available at <http://www.ppra.org.pk/Rules.asp>. All potential Suppliers shall comply with PPRA Rules to submit the Pre-Qualification Documents, (“PQDs”) in order to be eligible for NCB. Applicability of PPRA rules is mandatory for bidding process and potential Suppliers can only be engaged through a transparent and competitive bidding process.

This document, PQD, outlines the detailed criteria and requirements to submit the pre-qualification details through filing the Statement of Qualification (“SOQ”) comprising the Application Submission Sheet and Forms I-X, provided in Section – IV of the PQD, along with the requisite supporting documentary evidence, to qualify for Limestone Supply for the Project. Only the Suppliers compliance with this PQD shall be qualified and of them the shortlisted shall be deemed eligible to sign the Limestone Supply Agreement (LSA) and to participate in the bidding process. This PQD has been drafted in strict compliance with PPRA rules applicable for national procurement.

PROJECT OVERVIEW

Project Owner

Jamshoro Power Generation Project, a greenfield 2x660 MW (Gross) Imported Coal-Fired Power Project being established at Mohra Jabal, Dadu Road Jamshoro Sindh, Islamic Republic of Pakistan, is a Sovereign Project of GoP, being developed by JPCL under Ministry of Energy (Power Division), Islamabad – Pakistan.

Project Rationale

The Project's impact will be reduction of load shedding in Pakistan. The Project will also result into a more efficient energy mix through diversification from expensive HFO to less expensive Coal.

The project will:

- a. increase the capacity of the JPCL by installing a 2x660-MW (gross) supercritical coal-fired unit, using an 80/20 blend of imported sub-bituminous coal and domestic lignite when available from Thar Coal Mine Fields;
- b. improve compliance with international and national environmental standards by installing emission control devices and remediating the site;
- c. enhance the capacity of JPCL by providing financial, technical, and operational training; and
- d. promote education on coal-fired plant operation by providing on-the-job training (OJT), and integrating such training into technical school curriculum.

Project Overview

The Project shall be powered using imported sub-bituminous coal and electricity generated will be evacuated through 500kV transmission lines to National Transmission and Dispatch Company (“NTDC”). As GoP intends to promote local coal resources of Pakistan, the coal plant will also have the provision to burn lignite coal, available from Thar Coal Mine, Sindh. The tentative Commercial Operation Date (“COD”) is scheduled in November, 2023.

ADB has already committed funding for the development of this Project.

Mott MacDonald (MML) Mott MacDonald Pakistan (MMP) have been engaged as the Project Implementation Consultant (PIC) to extend Technical Advisory to finalize the technical specifications of the Project.

Detailed Limestone requirements including specifications, timelines and quantity for this Project, Flue Gas Desulphurization (FGD) are given in Section IV.

LIMESTONE PROCUREMENT CONCEPT PAPER

This section covers the basic plan for procurement of Limestone through “Limestone Supply Agreement (LSA)”. The Limestone Supply will be required to transport to the JPCL site on “FCS” basis. The Bidder will be selected time to time from among “Prequalified Firms/Suppliers” on competitive pricing basis (Least Cost Method). The Bidding Notice and Confirmation Notice will govern such details to be signed in connection with Limestone Supply Agreement (LSA).

Limestone being a recurrent commodity, the prices of which are fluctuating, it has been decided by JPCL Management to have a long-term LSA for the term of three years.

Basic framework of Limestone Supply Agreement (LSA) is as follows:

Phase 1: Suppliers Prequalification

- a. This PQD being advertised, for pre-qualification of Suppliers for National Competitive Bidding (“NCB”), requests for SOQ for three consecutive years for the Supply of Limestone to the “Project”.
- b. In strict compliance to PPRR Rules, one-time Suppliers Prequalification process shall be conducted.
- c. Scope of this PQD is limited to **one-time prequalification** of Suppliers on the basis of evaluation criteria outlined in this document.
- d. As a result of Suppliers’ Prequalification process, shortlisted Suppliers will be required to sign the LSA, draft enclosed as Annex-A, Section-VI that outlines major terms and conditions for supply of Limestone to the Project Owner.
- e. LSAs will be signed with the Shortlisted Prequalified Suppliers only. The quantity commitment for each Tender Period, Quarterly/Semi-Annually, will be provided by the Procuring Agency.
- f. Shortlisted Suppliers/Contractors will also be required to submit a Corporate Guarantee as a part of LSA. Corporate Guarantee draft is provided in the LSA Draft in Annex-B, Section-VI

Phase 2: Competitive Bidding for Supply of Limestone

- a. Bidding Notice will be issued by the Procuring Agency to Prequalified Suppliers. Note that only those Suppliers/Contractors with an active LSA shall be entitled to place bids in the open bidding process for supply of the specified Limestone.
- b. Suppliers will be considered for bidding during the course of three (03) years. Some quantities of Limestone will be needed for testing & commissioning of power plant, FGD and first fill of inventory during the construction phase.
- c. Bidding Schedule is as follows:

- i. For the purpose of each quarter/semi-annual period, Project Procuring Division will finalize its demand of Limestone and the Limestone specifications and will award reasonable days to the Suppliers to start the Supply. The Suppliers will be intimated of the same through a Bidding Notice.
- ii. Limestone Supply shall be made at JPCL Site on Free Consignee Store (FCS) basis.
- iii. Shortlisted prequalified Suppliers, already having signed the LSAs, will be asked to place bids for the limestone supply as per the specifications of the Project Owner within specified days of issuance of the Bidding Notice.
- iv. The bid will be provided for the quantities on need basis from time to time. The Supplier with lower prices (Least Cost Method) will be asked to supply first. A Confirmation Notice will be issued which will be final and binding upon Project Owner.
- v. The following guarantee structure will be applicable:
 - i. A bid bond of 5% will be taken when the specific bid is provided by Suppliers for each quarter/semi-annual period in response of the Bidding Notice.
 - ii. A performance bond of 10% will be taken from the finalized Supplier upon issuance of the Confirmation Notice and bid bond will be returned
- vi. *Bid price must on FCS basis which will be considered for evaluation in NCB.* Nothing will be considered in addition to the quoted bid price.
- vii. The Project Owner reserves the right to make any amendments/modifications in the documents/procedure over time with the consultation and consent of the Prequalified Suppliers/Contractors.

Note that scope of Competitive Bidding for Supply of LIMESTONE is excluded from this PQD and shall be communicated later to the “**Prequalified Suppliers**” through a form of Bidding Notice.

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Invitation for Prequalification

Jamshoro Power Company Limited (“JPCL”) invites pre-qualification applications from interest parties in relation to the procurement of **Limestone** (as per the specified specifications) for its 660 MW (Gross ISO) Coal Fired Power Plant located at Jamshoro, Sindh, Pakistan (“**Project**”). JPCL has sufficient funds, from its own resources, for the procurement of Limestone for Project through **Open Framework Agreement(s)**.

The objective of the prequalification is to prequalify eligible and qualified applicants for on-demand supply of Limestone as per “**Schedule of Requirement**” of the prequalification document, for the Project. This invitation for prequalification sets out basic information to enable the potential applicants to decide whether or not to respond to the prequalification notice.

1. Only the prequalified applicants shall be entitled to participate in the procurement proceedings, and it is expected that open framework agreement(s) will be signed between JPCL and the prequalified applicants, whereby the prequalified applicants will serve as Suppliers for a period of three years from 2023 to 2026.
2. Prequalification process is open for all Applicants subject to fulfilling the eligibility requirements and qualification criteria mentioned in the Prequalification Documents (PQD). Interested Applicants may obtain further information from JPCL at the address mentioned below during office hours in working days.
3. It is mandatory that the Applications be prepared using the standard formats provided in Section IV (Application Forms) of the Prequalification Document. Applications that are not prepared on the prescribed format may not be considered by the JPCL. If any information required in the prescribed forms of the Prequalification Document, is found missing, or written elsewhere, no credit will be given during evaluation and may lead to rejection of the Application.
4. A complete set of Prequalification Document may be purchased by interested parties on the submission of a written application to the address mentioned below and upon payment of a non-refundable fee of PKR. 5000/- (in words: Pak Rupees Five Thousand, only) - The method of payment will be through Cash Payment/Pay Order in favour of Chief Executive Officer, JPCL Jamshoro. Prequalification Documents can also be downloaded from (web address of JPCL) free of cost, subject to submitting original Challan/DR/Pay Order / DD amounting Rs. 5000 in favor of “CEO Jamshoro power company Limited” at the time of submission.
5. Applications should be submitted in clearly marked envelopes and delivered to the address mentioned below latest by 20-07-2023 on 11.30 AM. Late Applications will not be entertained and will be rejected.



PROJECT DIRECTOR
Coal Fired Power Project, JPCL
Mohra Jabal, Sehwan Road, Jamshoro
Phone: (+92 22) 9213709, (+92 22) 9213744
Fax: (+92 22) 9213739
Email: pdpiu@jpcl.com.pk



Important Notice

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

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

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

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

Glossary

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

Term	Definition
Applicant	An interested party, that has submitted Prequalification Application in response to the Prequalification Document.
Applications	The prequalification applications submitted by Applicants in response to the Prequalification Document.
Bidding Process	The procurement process to be conducted in accordance with PPRA Rules (including Rule 16A of the PPRA Rules) by the Procuring Agency for the selection of Limestone supplier(s).
ITA	Instructions to Applicants.
JV	Joint venture.
Open Framework Agreement	The agreement to be executed by the Procuring Agency with the successful bidders, in accordance with the requirements of the PPRA Laws.
PDS	The Prequalification Data Sheet provided in Section II of the Prequalification Document.
PKR	Pakistani Rupees, the lawful currency of the Islamic Republic of Pakistan.
PPRA	The Public Procurement Regulatory Authority, established under the PPRA Ordinance.
PPRA Laws	Collectively: (a) PPRA Ordinance; (b) PPRA Rules; and (c) any regulations, guideline, notification issued under the PPRA Ordinance and PPRA Rules.
PPRA Ordinance	The Public Procurement Authority Ordinance, 2002.
PPRA Rules	The Public Procurement Rules, 2004 amended from time to time.
Prequalification Document	This prequalification document issued by the Procuring Agency for the prequalification of Applicants for the Project.
Prequalification Process	The Prequalification Process being conducted by the Procuring Agency pursuant to the Prequalification Document in terms of Rule 16A of the PPRA Rules for the Project.
Procuring Agency or JPCL	Jamshoro Power Company Limited, a public limited company established under the laws of the Islamic Republic of Pakistan, with its registered office at WAPDA House, Shahrah-e-Quaid-e-Azam, Lahore, Pakistan and business office at Mohra Jabal, Sehwan Road, Jamshoro.
Project	The 660 MW (Gross ISO) Coal Fired Power Project Jamshoro, Jamshoro, Sindh, Islamic Republic of Pakistan.
PST	Pakistan Standard Time.
USD	United States Dollars, the lawful currency of the United States of America.
PKR	Pakistani Rupee, the lawful currency of Pakistan.

Section I: Instructions to Applicants

A. General

1. Scope of Application

- 1.1 In connection with the “Invitation for Prequalification”, JPLC issues this Prequalification Document to interested parties to determine the capacity and capability of the Applicant(s) for supply of Limestone as specified in Section V-Schedule of Requirement (Scope of Supply). The identification number of the Invitation to Prequalification is specified in PDS.
- 1.2 Applicants to note that Framework Agreement(s) or Call off Contract(s) shall include procurement of Limestone on basis of Open Competitive Bidding (OCB) by collecting “Bid/Quotation of Prices” from prequalified Firms only in accordance with the PPRA Laws, and or, as may be deemed appropriate by the Procuring Agency.
- 1.3 The schedule of supply of Limestone per annum shall be determined by JPLC based on its requirements. Tentative supply schedule is provided in Schedule of Requirement (Delivery Schedule).
- 1.4 There will be no commitment to procure minimum quantity of supply of Limestone from the Applicants or bidders at any stage of the Bidding Process or in the subsequent Framework Agreement(s) or Call off Contract(s). The supply of Limestone shall be made based on demand, quarterly/semi-annually, which shall be solely determined by the JPLC.

2. Source of Funds

- 2.1 Source of funds is same as referred in Invitation for Prequalification.

3. Fraud and Corruption

- 3.1 JPLC requires that Applicants/bidders/suppliers/contractors, to observe the highest standard of ethics during the Prequalification Process and execution of contracts.
- 3.2 Any communications between the Applicant and JPLC related to Prequalification Process and execution of contracts must be made in writing or in electronic forms that provide record of the content of communication.
- 3.3 JPLC will reject an Application if it determines that an Applicant has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices or other integrity violations during the Prequalification Process or the subsequent procurement process for the Project or similar Limestone supply projects in Pakistan or in any other country / jurisdiction and / or shall

declare such Applicant ineligible, either indefinitely or for a stated period of time, to engage with the JPLC and its affiliates.

- 3.4 “*Corrupt and fraudulent practice*” means either one or any combination of the practices as specified on the PPRA Rules.
- 3.5 JPLC will also declare the Applicant as blacklisted in accordance with Public Procurement Rule 19, at any stage of the procurement process.

4. Eligible Applicants

4.1 The Prequalification Process is open to companies, sole proprietors, partnership firms or other legal entities established under the applicable laws of the respective countries. Applicants are allowed to submit Applications as single entities or as joint ventures. In case an Applicant is a joint venture:

- (a) maximum number of members in the joint venture shall be as specified in PQDS;
- (b) lead member of the joint venture shall be specified in the Application, and shall be authorized pursuant to the Power of Attorney attached in the Section IV (*Application Forms*), to carry out all the activities relating to Prequalification Process and the Bidding Process and in the event of award, signing the relevant agreements / instruments, for and on behalf of the joint venture;
- (c) letter of intent to form joint venture or joint venture agreement to be submitted with the Application, stating name of the lead member of the joint venture and authorizing the lead member to conduct all activities relating to the Prequalification Process on behalf of the joint venture;
- (d) each member of the joint venture shall be required to satisfy the qualification criteria set out in the Prequalification Document (PQD); and
- (e) the liability of the members of the joint ventures shall be joint and several.

4.2 An Applicant (or a joint venture partner) that has been declared debarred or blacklisted in accordance with the provisions of PPRA Laws, shall be ineligible to be prequalified to bid or enter into any open framework agreement or Call-off-Quotation, for such period of time and for such type of procurement for which it has been declared debarred or blacklisted. The list of debarred firms and individuals is available at the electronic address specified in the PQDS.

4.3 A conditional Application will be rejected by the Procuring Agency in its sole discretion.

4.4 Only prequalified Applicants shall be allowed to participate in the Bidding Process.

- 4.5 Applicants shall provide all such information as required in terms of this Prequalification Document.
- 4.6 An Applicant should not have conflict of interest. The JPLC 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. Further, Applicants shall be considered to have a conflict of interest, if they participated as a consultant in the preparation of the design or technical specifications or have been hired or proposed to be hired by JPLC for execution of subsequent framework agreement(s) or call off contract(s). In addition, Applicants may be considered to have a conflict of interest if they have a close business or family relationship with such professional staff of JPLC (or a recipient of a part of the funds) who:
- (a) are directly or indirectly involved in the preparation of the Prequalification Documents or bidding document or specifications of the framework agreement or call-off contract, and/or the prequalification or bid evaluation process of such contract; or
 - (b) would be involved in the implementation or supervision of such framework agreement or call-off contract, unless the conflict stemming from such relationship has been resolved throughout the Procurement Process / Bidding Process during the execution of the framework agreement and/or call-off contract.

5. Eligibility (in terms of Nationality)

- 5.1 Applicants may be ineligible if they are nationals of ineligible countries as indicated in PQDS.

B. Contents of the Prequalification Documents

6. Sections of Prequalification Documents

- 6.1 This Prequalification Document consists of Parts 1 and 2 which comprise all the sections indicated below, and which should be read in conjunction with any addendum issued in accordance with ITA 8.

PART 1 Prequalification Procedures

- Section I - Instructions to Applicants (ITA)
- Section II - Prequalification Data Sheet (PQDS)
- Section III - Qualification Criteria and Requirements
- Section IV - Application Forms

PART 2 Supply Requirements

- Section V – Schedule of Requirements

- 6.2 JPLC shall not be responsible for the completeness of the Prequalification Document and its addenda / corrigenda if the same have not been obtained directly from the source(s) stated in the Letter of Invitation.
- 6.3 The Applicant is expected to examine all instructions, forms and terms in the Prequalification Document and to furnish all information or documentation required in the Prequalification Document.
- 6.4 Unless obtained directly from JPLC or downloaded directly from the website link referred in the Invitation to Prequalification, JPLC accepts no responsibility for the completeness of the document, responses to requests for clarification, the minutes of the pre-Application meeting (if any), or addenda / corrigenda to the Prequalification Document in accordance with ITA 8. In case of any discrepancies, documents issued directly by JPLC or downloaded from the website link shall prevail.
- 6.5 The Applicant is expected to examine all instructions, forms and terms in the Prequalification Documents and to furnish with its Application all information or documentation as is required by the Prequalification Documents.

7. Clarification of Prequalification Documents and pre-Application Meeting

- 7.1 An Applicant requiring any clarification of the Prequalification Documents shall contact JPLC in writing at JPLC's address or through email indicated in the PDS. JPLC will respond in writing to any request for clarification provided that such request is received no later than seven (07) days prior to the deadline for submission of the Applications. JPCL shall forward a copy of its response to all prospective Applicants who have obtained the Prequalification Documents directly from JPCL (or through its website link), including a description of the inquiry but without identifying its source. JPLC shall also promptly publish its response at the web page identified in the PQDS. Should JPCL deem it necessary to amend the Prequalification Documents as a result of a clarification, it shall do so following the procedure under ITA 8 and in accordance with the provisions of ITA 17.4.
- 7.2 If indicated in the PQDS, the Applicant's designated representative is invited at the Applicant's cost to attend a pre-Application meeting at the place, date and time mentioned in the PQDS. During this pre-Application meeting, prospective Applicants may request clarification of the Schedule of requirement, the qualification criteria or any other aspects of the Prequalification Documents.
- 7.3 Minutes of the pre-Application meeting, if applicable, including the text of the questions asked by Applicants, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Applicants who have obtained the Prequalification Documents. Any modification to the Prequalification Documents that may become necessary as a result of the pre-Application meeting shall be made by JPCL exclusively through the use of an addendum / corrigendum pursuant to ITA 8. Non-attendance at the pre-Application meeting will not be a cause for disqualification of an

Applicant.

8. Amendment of Prequalification Documents

- 8.1 At any time prior to the deadline for submission of Applications, JPLC may amend the Prequalification Documents by issuing an addendum/corrigendum.
- 8.2 Any addendum issued shall be part of the Prequalification Documents and shall be communicated in writing to all Applicants who have obtained the Prequalification Documents from JPCL. The JPCL shall promptly publish the addendum/corrigendum at JPLC's web page identified in the PQDS:

Provided that an Applicant who had either already submitted their Applications or handed over the applications to the courier prior to the issuance of any such addendum/corrigendum shall have the right to withdraw its already filed Application and submit the revised Application prior to the original or extended Application submission deadline.

- 8.3 To give Applicants reasonable time to take an addendum/corrigendum into account in preparing their Applications, JPLC may at its discretion, extend the deadline for the submission of Applications in accordance with ITA 17.4:

Provided that JPCL shall extend the deadline for submission of Applications, if such an addendum/corrigendum is issued within last three (03) days of the Application submission deadline.

C. Preparation of Applications

9. Cost of Applications

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

10. Language of Application

10.1 The Application as well as all correspondence and documents relating to the Prequalification exchanged by the Applicant and JPLC, shall be written in the language specified in the PQDS.

11 Documents Comprising the Application

11.1 Applicants are required to submit such additional documents as are specified in the PQDS.

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

12 Application Submission Letter

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

13 Documents Establishing the Eligibility of the Applicant

13.1 To establish its eligibility in accordance with ITA 4, the Applicant shall complete the eligibility declarations in the Application Submission Letter and Form ELI-1.1 (eligibility), included in Section IV (Application Forms).

14 Documents Establishing the Qualifications of the Applicant

14.1. To establish its qualifications to perform the contract(s) in accordance with Section III (Qualification Criteria and Requirements), the Applicant shall provide the information requested in the corresponding Information Sheets included in Section IV (Application Forms).

14.2. Wherever an Application Form requires an Applicant to state a monetary amount, Applicants should indicate the PKR equivalent using the rate of exchange determined as follows:

- (a) for turnover or financial data required for each year – Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year are to be converted).
- (b) value of single contract – Exchange rate prevailing on the date of the contract.

14.3. Exchange rates shall be taken from the publicly available source identified in the PQDS. Any error in determining the exchange rates in the Application may be corrected by JPCL.

14.4. The documentary evidence of the bidder's qualifications to conclude an open framework agreement, and/or to perform any contract(s) if awarded (after being selected through Bid/ call-off quotations), shall establish to the JPCL's satisfaction that, if required in the PQDS, a bidder that does not produce the Limestone it offers to supply shall submit the Producer's Authorization using the form included

in Section IV A (Bidding Forms) to demonstrate that it has been duly authorized by the producer of the Limestone to supply the Limestone.

15 Signing of the Application and Number of Copies

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

D. Submission of Applications

16 Sealing and Identification of Applications

- 16.1. The Applicant shall enclose the original and the copies of the Application in a sealed envelope that shall:
 - (a) bear the name and address of the Applicant;
 - (b) be addressed to JPCL; and
 - (c) bear the specific identification of this Prequalification Process indicated in the PQDS reference ITA 1.1.
- 16.2. If the envelope is not sealed and marked as required in accordance with ITA 16.1, the JPCL will assume no responsibility for the misplacement of the Application, or any documents forming part thereof.
- 16.3. Applications shall be submitted by the Applicants: (i) through courier / express mail; or (ii) by hand at the address indicated in the Prequalification Data Sheet (PQDS).

17 Deadline for Submission of Applications

- 17.1. Applicants are required to submit their Applications in person or by courier. Applications shall be received by JPCL at the address and not later than the deadline indicated in the PQDS.
- 17.2. No arrangements shall be made by the JPCL with prospective Applicants for collection of the Applications from any delivery point. Prospective Applicants shall bear all expenses incurred in the preparation and delivery of Applications. No claims for refund of any expense shall be entertained.
- 17.3. Where delivery of the Application is by courier / express mail and an Applicant wishes to receive an acknowledgment of receipt of such Application, the Applicant shall make a request for such acknowledgement in a separate letter attached to (but not included in) the sealed Application.
- 17.4. JPCL may at its discretion, and in accordance with the provisions of ITA 8.3, extend the deadline for the submission of Applications, in which case all rights and obligations of JPCL and the Applicants subject to the previous deadline shall thereafter be subject to the deadline as extended.

18 Late Applications

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

19 Opening of Applications

- 19.1. JPCL shall open all Applications at the date, time and place specified in the PQDS. Late Applications shall be treated in accordance with ITA 18.1.
- 19.2. JPCL shall prepare a record of the opening of Applications to include, as a minimum, the name of the Applicants. A copy of the record shall be distributed to all Applicants.

E. Procedures for Evaluation of Applications

20 Confidentiality

- 20.1. Information relating to the Applications, their evaluation and results of the Prequalification shall not be disclosed to Applicants or any other persons not officially concerned with the Prequalification Process until the notification of Prequalification results is made to all Applicants in accordance with ITA 28.
- 20.2. From the deadline for submission of Applications to the time of notification of the results of the Prequalification in accordance with ITA 28, any Applicant that wishes to contact JPCL on any matter related to the Prequalification Process may do so only in writing.

21 Clarification of Applications

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

22 Responsiveness of Applications

- 22.1. JPCL may reject any Application which is not responsive to the requirements of the Prequalification Documents. In case the information furnished by the Applicant is incomplete or otherwise requires clarification as per ITA 21.1, and the Applicant fails to provide satisfactory clarification and/or missing information, it may result in disqualification of the Applicant.
- 22.2. JPCL reserves the right to waive or seek rectification of any minor deviations / omissions in the Applications, if it considers (in its sole discretion) that such deviations / omissions do not materially affect the capability of an Applicant to fulfil its obligations in relation to the Project and such rectification would not unfairly affect the competitive position of other Applicants presenting substantially responsive Applications.

23 Margin of Preference

- 23.1 Unless otherwise specified in the PQDS, a margin of preference shall not apply in the Bidding Process resulting from this Prequalification.

24 Sub-contractors

- 24.1 Subcontracting of any part of the Scope of Supply of Goods and allied services is not allowed.

F. Evaluation of Applications and Prequalification of Applicants

25 Evaluation of Applications

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

contract, however subject to the provisions of ITA 27.

25.2. In case of multiple contracts, Applicants should indicate in their Applications the individual contract or combination of contracts in which they are interested. JPCL shall prequalify each Applicant for the maximum combination of contracts for which the Applicant has thereby indicated its interest and for which the Applicant meets the appropriate aggregate requirements. The Qualification Criteria and Requirements are mentioned in Section III.

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

26 JPCL's Right to Accept or Reject Applications

26.1 JPCL reserves the right to accept or reject all the Applications, and to annul the Prequalification Process at any time, without thereby incurring any liability to the Applicants.

27 Prequalification of Applicants

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

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

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

28 Notification of Prequalification

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

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

29 Request for Bids

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

30 Changes in Qualifications of Applicants

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

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

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

31 Procurement Related Complaint

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

31.2. Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule 32 of PPRA Rules, and the same shall be addressed by the GRC well before the proposal submission deadline.

31.3. Any Applicant feeling aggrieved by any act of JPCL after the submission of his/her application for Prequalification may lodge a written complaint concerning his/her grievances not later than 7 days after the announcement of the result of Prequalification.

31.4. The GRC shall investigate and decide upon the complaint within 10 days of its receipt.

31.5. The address of the Grievance Redressal Committee for making a Procurement-related Complaint are as specified in the PQDS.

Section II – Prequalification Data Sheet (PQDS)	
A. General	
ITA 1.1	<p>The identification number of the Invitation for Prequalification is: PQDS/2023/01</p> <p>The Procuring Agency is: Jamshoro Power Company Limited (the “Company”), an entity established under the laws of the Islamic Republic of Pakistan and a corporation incorporated under the Companies Act, 2017 (previously the Companies Ordinance 1984) with its principal office at WAPDA House, Shahrah-e-Quaid-e-Azam, Lahore, Pakistan and having its principal place of business at Jamshoro, Pakistan.</p> <p>The list of contracts is: “Draft Limestone Supply Agreement” between Limestone Suppliers (declared successful in result of this procurement process) and JPLC.</p>
ITA 4.1	Maximum number of members in the JV shall be: <i>two (02)</i>
ITA 4.2	A list of debarred firms and individuals is available on the PPRA’s website: http://www.ppra.org.pk
ITA 5.1	The ineligible countries are India and Israel.
B. Contents of the Prequalification Documents	
ITA 7.1	<p>For clarification purposes, JPLC’s address is: Project Director, Jamshoro Coal Fired Power Project, Mohra Jabal, Sehwan Dadu Road, Jamshoro. Phone: (+92 22) 9213709, (+92 22) 9213744 Fax: (+92 22) 9213739 Email: pdpiu@jpcl.com.pk</p>
ITA 7.1 & 8.2	Web page: www.jpcl.com.pk
ITA 7.2	<p>Pre-Application Meeting will be held <i>at address:</i> Project Director (PIU), Coal Fired Power Project, Mohra Jabal, Sehwan Dadu Road, Jamshoro. <i>Time: 11:00 AM (PST)</i> <i>Date: July 06, 2023</i></p>
C. Preparation of Applications	
ITA 11.1	<p>The Applicant shall submit with its Application, the following additional documents:</p> <p>As Specified in Section III</p>
ITA 11.2	Language for translation shall be English.

ITA 15.2	In addition to the original, the number of copies to be submitted with the Application is: <i>four (04)</i>
D. Submission of Applications	
ITA 17.1	<p>The deadline for Application submission is:</p> <p>Date: July 20, 2023</p> <p>Time: 11:30 AM (PST)</p> <p>For Application submission purposes only, JPLC’s address is: Project Director, Jamshoro Coal Fired Power Project, Mohra Jabal, Sehwan Dadu Road, Jamshoro.</p> <p>Telephone: (+92 22) 9213709, (+92 22) 9213744</p> <p>Facsimile number: (+92 22) 9213739</p>
ITA 19.1	The opening of the Applications shall be at Conference Room, Main Admin Building, 1 st Floor, TPS Jamshoro.
E. Procedures for Evaluation of Applications	
ITA 23.1	A margin of domestic preference “ <i>shall not</i> ” apply as the prequalification is for National Competitive Bidding (NCB)
ITA 31	If an Applicant wishes to make a Procurement-related Complaint, the Applicant should submit its complaint, in writing (by the quickest means available, that is either by email or fax), to: Chief Executive Officer, JPLC, GENCO-I, Mohra Jabal, Sehwan Dadu Road, Jamshoro.

Section III - Qualification Criteria and Requirements

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

Contents

1. Eligibility
2. Financial Situation
3. Relevant Experience and Performance

1. Eligibility Criteria

Sr, No.	Eligibility Criteria	Requirement	Remarks	Documentary Evidence
1.	Nationality	Must be from eligible countries in accordance with ITA 5.1	Must meet requirement	Required
2.	Conflict of Interest	No conflicts of interest in accordance with ITA 4.6	Must meet requirement	Required
3.	Eligibility Criteria	Must meet eligibility criteria including mandatory legal and tax requirements	Must meet requirement	Required
4.	History of Non-Performing Contracts	Non-performance of a contract did not occur as a result of Supplier's default since 1st January [2020]	Must meet requirement	Required
5.	Blacklisting Based on Execution of Bid/ Proposal Securing Declaration by the Procuring Agency	Not under suspension based on execution of a Bid/Proposal Securing Declaration pursuant to PP Rule 19	Must meet requirement	Required
6.	Pending Litigation	Applicant's financial position and prospective long-term profitability still sound and assuming that all pending litigation not exceeding than 50% of the net financial worth and will be resolved against the Applicant	Must meet requirement	Required
7.	Litigation History	No consistent history of court/arbitral award decisions against the Applicant since 1st January [2020]	Must meet requirement	Required
8.	Non-Blacklisting Declaration	The Applicant must declare that it is not currently blacklisted in any public sector organization across Pakistan or any other State or International Financial Institution.	Must meet requirement	Required

Note: Nonconformance to any of the above eligibility requirements will lead to disqualification of the Applicant. All eligibility requirements must be supported by valid documentary evidence/undertaking. False, materially inaccurate or incomplete documents may result in disqualification of the Applicant.

2. Financial Situation

Sr, No.	Qualification Criteria	Requirements	Remarks
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.	Attach Documentary Evidence
2.	Average Annual Turnover	Average annual turnover (Average Annual Sales Revenue) of PKR 50,000,000/- (Pak Rupees Fifty Hundred Million only), calculated as total certified payments received for contracts in progress and/or completed during the last three years.	Attach Documentary Evidence
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.	Attach Documentary Evidence

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

3. Relevant Experience and Performance

Sr, No.	Qualification Criteria	requirement	Remarks
1.	General Experience	Experience in supply of Limestone for at least the last three years	Attach Documentary Evidence
2.	Specific Experience	Documentary evidence of the Applicant's qualifications to perform the Contract of providing Limestone to the Power Sector for last three years.	Attach Documentary Evidence
3.	Past Performance	The Applicant shall also demonstrate, to the satisfaction of JPLC, that it has provided Limestone to the entire satisfaction of at least three clients in Power Sector.	Attach Documentary Evidence

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

Section IV - Application Forms

Index

- Form 1: Application Submission Letter
- Form 2: Applicant Information Form
- Form 3: Financial Situation and Performance
- Form 4: Average Annual Turnover
- Form 5: Current Contract Commitments
- Form 6: Past Contract performance
- Form 7: Historical Contract Non-Performance
- Form 8: Producer's Authorization
- Form 9: Power of Attorney
- Form 10: Format of Affidavit
- Form 11: Check List of SOQ/PQD

Form 1

Application Submission Letter

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

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

To: *[insert full name of Procuring Agency]*

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

- (a) **No reservations:** We have examined and have no reservations to the Prequalification Document, including Addendum(s) No(s), issued in accordance with Instructions to Applicants (ITA) 8: *[insert the number and issuing date of each addendum]*.
- (b) **No conflict of interest:** We have no conflict of interest in accordance with ITA 4.5;
- (c) **Eligibility:** We meet the eligibility requirements as stated Eligibility criteria; we have not been suspended by the Procuring Agency based on execution of a Bid/Proposal Securing Declaration;
- (d) **Commissions, gratuities, fees:** We declare that the following commissions, gratuities or fees have been paid or are to be paid with respect to the Prequalification Process, the corresponding Bidding Process or execution of the Contract:

<u>Name of Recipient</u>	<u>Address</u>	<u>Reason</u>	<u>Amount</u>
<i>[insert full name for each occurrence]</i>	<i>[insert street/number/city/country]</i>	<i>[indicate reason]</i>	<i>[specify amount currency, value, exchange rate]</i>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

- (e) **Not bound to accept:** We understand that you may cancel the Prequalification Process at any time and that you are neither bound to accept any Application that you may receive nor to invite

the prequalified Applicants to bid for the contract subject of this Prequalification Process, without incurring any liability to the Applicants, in accordance with ITA 26.1.

- (f) **True and correct:** All information, statements and description contained in the Application are in all respect true, correct and complete to the best of our knowledge and belief.

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

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

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

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

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

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

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

Form 2

Applicant Information Form

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

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

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

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

Form -2 (continued)

Applicant Information Form

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

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

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

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

Form – 3**Financial Situation and Performance**

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

Applicant's Name: [insert full name]

Date: [insert day, month, year]

Joint Venture Member Name: [insert full name]

Number. and title: [insert number and title]

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

1. Financial data

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

Note: Financial documents

The Applicant and its parties shall provide copies of financial statements for [number] years pursuant Section III, Qualifications Criteria and Requirements, Sub-factor 3.1. The financial statements shall:

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

Form - 4

Average Annual Turnover (Annual Sales Value)

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

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

Date: *[insert day, month, year]* Joint Venture Member Name: *[insert full name]* No. and title: *[insert number and title]*

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

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

Form - 5

Current Contract Commitments / Contracts in Progress

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

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

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

Joint Venture Member Name: *[insert full name]* No.
and title: *[insert number and title]*

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

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

Form - 6

Past Contract performance

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

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

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

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

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

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

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

Form - 7

Historical Contract Non-Performance, and Pending Litigation History

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

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

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

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

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

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

Non-Performed Contracts in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January <i>[2020]</i> specified in Section III, Qualification Criteria and Requirements, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 st January <i>[insert year]</i> specified in Section III, Qualification Criteria and Requirements, requirement 2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount in PKR
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> No pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3			
<input type="checkbox"/> Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below.			

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

Form - 8

Producer's Authorization

[The Applicant shall require the Producer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Producer and should be signed by a person with the proper authority to sign documents that are binding on the Producer.]

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

No.: *[insert number]*

To: *[insert complete name of Procuring Agency]*

WHEREAS

We *[insert complete name of Producer]*, who are official Producers of *[insert type of Limestone]*, having premises at *[insert full address of Producer's premises]*, do hereby authorize *[insert complete name of Applicant]* to **submit an Application and submit a Bid** the purpose of which is to provide the Limestone, produced by us *[insert brief description of Limestone]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with the **General Conditions of Contract**, with respect to the Goods offered by the above firm.

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

Name: *[insert complete name(s) of authorized representative(s) of the Producer]*

Title: *[insert title]*

Dated on day of , *[insert date of signing]*

Form - 9

Power of Attorney

NOTES FOR EXECUTION OF POWER OF ATTORNEY

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

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

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

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

For & On Behalf of:

_____ (name of the entity)

By Its Duly Authorized Signatory

.....

(Signature)

(Insert Name, Title and Address)

WITNESSES:

WITNESS 1:

WITNESS 2:

.....

.....

NAME:

NAME:

CNIC / PASSPORT NUMBER:

CNIC / PASSPORT NUMBER:

ADDRESS:

ADDRESS:

SIGNATURE OF ATTORNEY

.....

(Signature)

(Insert Name, Title and Address of the Attorney)

Form - 10

Format of Affidavit

Notes for Execution of Affidavit

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

Please find below the form and substance of the Affidavit.

Affidavit

(this “Affidavit”)

Date: _____

JAMSHORO POWER COMPANY LIMITED

[Insert Address and Email details]

Reference the Prequalification Document issued on [●], by Jamshoro Power Company Limited (“**Procuring Agency**”), (the “**Prequalification Document**”) in relation to the [supply of Limestone for FGD of power plant at [●] (the “**Project**”).

(1) I, *[in case of company, insert name of the authorized person and its designation]* of *[insert name of company]* / *[in case of sole proprietor, insert name of sole proprietor and its CNIC or Passport No.]* of *[insert name of sole proprietorship, if any]* / *[in case of partnership, insert name of authorized person and its CNIC or Passport No.]* of *[insert name of partnership, if any]* (the “Entity”), a *[in case of company / partnership, insert nature of company / partnership (if any)]* duly organized and existing under the laws of *[Pakistan]* *[insert country of incorporation]* with its registered office located at *[insert registered address]*, do hereby solemnly affirm, declare and state that:

- (a) the Entity is not ineligible / blacklisted to participate in, submit prequalification application for, bid for or undertake any contract or project (including the Project) through any form of public tender (due to reasons, including but not limited to corrupt practices and poor performance) by any federal or provincial governmental or non-governmental department / agency in Pakistan, or any other provincial government / governments of any foreign countries or their governmental bodies and / or International Organizations (e.g. World Bank, Asian Development Bank, United Nations, International Monetary Fund etc.) at the date of submission of this Affidavit;
- (b) the Entity is not:
 - (i) included as a debarred person pursuant to the public sanctions list of any multilateral development bank that is party to the Agreement on Mutual Enforcement of Debarment Decisions of 9th April 2010 (www.crossdebarment.org); or
 - (ii) included on any sanction's lists promulgated by the UN Security Council or its Committees, or any other recognised international sanctions list;
- (c) no action, suit or other legal proceeding or governmental investigation is pending against the Entity or any of its respective officers, directors or employees, or that any of the foregoing has received any notice thereof, which questions the validity and execution of this Affidavit or the representations provided in this Affidavit;
- (d) the Entity has not directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the award of the Project or similar Limestone supply projects in Pakistan;
- (e) the Entity is not in bankruptcy or liquidation proceedings or receivership, or wound up, or its affairs are not being administered by a court or a judicial officer, or its business activities have not been suspended or it is not the subject of legal proceedings of any of the foregoing and has a reasonable expectation of being able to discharge all financial liabilities as they fall due;
- (f) the Entity has not failed to sign a contract with any procuring authority following award;
- (g) [the Entity is legally and financially autonomous and operates under commercial law]¹; and
- (h) neither the Entity, nor I have concealed any information that might hinder the Prequalification Process, or the subsequent Bidding Process to be conducted for the Project.

(2) That whatever stated above is true and correct to the best of my knowledge and belief and nothing has been concealed thereto.

¹Only relevant for the government owned legal enterprise or institution.

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

Deponent

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

Deponent

Witnesses:

1. _____

2. _____

Name: _____

Name: _____

Address: _____

Address: _____

CNIC No.: _____

CNIC No.: _____

Form - 11

Check list of SOQ/PQD

Please Tick Mark	Item	Evidence/ Detail (Reference Page No.)
	Each Page of the SOQ/PQD, original and copies, including documentary evidence arc signed and stamped by the Authorized Representative	
	Four Hard Copies of the SOQ-One Original and Three Copies	
	Application Submission Sheet Filled SOQ/PQD-Forms I-X and relevant evidence	
	Registration with relevant tax department	
	Disclosure of Litigation History if supplier is not providing representation that pending litigation does not have material impact on supplier's ability to supply Lime stone LSA	
	Agreed and signed Corruption and Fraudulent Practices Form	
	Agreed and signed the integrity pact/disclosure clause	
	Attached certified true copies of Constitutional Documents of Supplier (including JV members) (if applicable)	
	Board resolution authorizing the representative of Supplier (including JV members' Board Resolution) (if applicable)	
	JV Agreement (if applicable)	
	Certified True Copies of Financial Statements of last 3 years	
	Letter on Supplier's (and JV partner's) letterhead affirming that the company holds the rights granted by relevant competent authorities to supply Limestone to JPCL	
	Have read the PQD and agree to sign LSA without any significant changes as per Section VI	

Section V – Schedule of Requirement

1. Scope of Supply
2. Delivery Schedule
3. Schedule of Payment

1. Scope of Supply

Description/ Scope	Supply of 50,000 Metric Tons Per Annum (MTPA) of Limestone of Required Specification
Transportation	By Road
Pricing Method	Limestone pricing method will be through Open Competitive Bidding (OCB) “Least Cost Method” in accordance with the PPRA Rules.
Discharging Point	Coal Fired Power Plant’s Stores at Mohra Jabal, Sehwan Dadu Road, Jamshoro Pakistan (FCS Basis)

Lime Stone Specification

Acceptable Range:

[100% compliance is required with the specifications. Any deviation or deficiency will make the bid technically non-responsive]

Specifications of the Limestone	
Basic Parameter	Range
Calcium Carbonate	≥ 95 %
Magnesium Carbonate	≤ 3 %
Moisture	< 2 %
Ash	≤ 2 %
HGI No.	60 to 130
Size	< 25 mm

TESTING OF LIMESTONE:

All/any of the following tests or any other test that deems fit to ascertain the quality of Supplied Limestone will be performed with mutual agreement.

1. Physical Test – Color or smell texture
2. Heat Test – To find the amount of Calcium Oxide (Lime) present in the limestone.
3. Acid Test – To determine the amount of Calcium Carbonate and type of lime present in limestone.
4. Ball Test – To determine class of lime (A, B, or C)

Normally the Tests will be carried out at JPCL Testing Lab (If the Lab gets ready by the EPC), if not, the same will be performed from any qualified lab. in the market and the cost so incurred will be borne by the Supplier. In case of any conflict, the test will be carried out through third party evaluator/Firm, having ISO Standard Facility and Services of Sampling & Testing, nominated by the mutual agreement between the Procuring Agency and the Supplier and the cost of such testing shall be borne by the Supplier.



2. Delivery Schedule

The plant may use Limestone around 50,000 Metric Tons Per Annum (MTPA) on Load Factor of 85%. JPCL will issue Notice of Readiness (NOR) to the Prequalified Limestone Supplier for anticipated supply quantity as per power generation demand acknowledged by power purchaser/System Operator.

Limestone is required after signing of the Limestone Supply Agreement (LSA) between Limestone Supplier & JPCL. The Limestone delivery will be required from September 2023 (tentatively).

Note that actual quantities required to be delivered against quarterly/semi-annual bidding process shall be communicated certain days before the actual requirements.

Timelines

The supply of Limestone for the Project shall commence at least 3 months prior to the commissioning, for testing purposes; tentative COD date is in November, 2023.

Rejected Material:

Rejected material will be lifted within one month from the notice of rejection. In case of non-lifting, the standard storage charges will be claim/deducted from the invoices of the supplier.



3. Schedule of Payment

- Payment will be made within 45 days after the Delivery of the Supply at JPCL site and submission of invoices in triplicate.
- Through cross Cheque OR
- Any other mutually agreed mechanism



Section VI – ANNEXTURES FOR LIMESTONE SUPPLY AGREEMENT (LSA)

IN WITNESS WHEREOF the Parties signed this AGREEMENT as of the day and year first written above.

1. FOR and ON BEHALF OF [Seller's Name] (SELLER)

Name: _____ Signature _____

Designation: _____

In the Presence of Witnesses:

1. Name: _____

CNIC or Passport No. _____

2. Name: _____

CNIC or Passport No. _____

2. FOR and ON BEHALF OF Jamshoro Power Company Limited (JPCL) [BUYER]

Name: _____ Signature _____

Designation: _____

In the Presence of Witnesses:

1. Name: _____

CNIC or Passport No. _____

2. Name: _____

CNIC or Passport No. _____

ANNEX-A: FORM OF PURCHASE ORDER

This Purchase Order is executed by Jamshoro Power Company Limited (the “BUYER”) pursuant to the Limestone Supply Contract Agreement between the BUYER and
Dated (the “LSA”). In this capitalized terms and phrases not otherwise defined herein shall have the same meanings as given in Limestone Supply Agreement.

1. Contract Quantities: [MTONS]

2. Limestone Quality Specifications and Rejection Limits

The Limestone delivered by the SELLER to the BUYER under this Purchase Order shall comply with the following Specifications

- i) Source of Limestone:
- ii) Delivery Period
- iii) Delivery Schedule
- iv) Loading Point (If needed by BUYER)
- v) Discharge Point
- vi) Seller’s Account for Payments
- vii) Discharge Rate

The Discharge Rate at Discharge Point shall be PKR..... (In Words.....)

3. Counterparts

This Purchase Order may be executed in any number of counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Purchase Order, but all of the counterparts shall together constitute one and the same instrument.

4. Email Addresses

The email addresses for each Party are:

Seller:

Buyer:

AGREED and ACCEPTED this Day of 20.....

For & on behalf of the SELLER

Dully authorized, for the BUYER

Signature:

Signature:

Name:

Name:

Title:

Title:

ANNEX: B FORMAT OF CORPORATE GUARANTEE AND UNDERTAKING

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

Dear Sirs,

CORPORATE GUARANTEE AND UNDERTAKING

We,, the undersigned, do hereby irrevocably and unconditionally agree, undertake and guarantee that pursuant to the Limestone Supply Contract executed between us dated, (“LSA”), we shall within 10 days of each Bidding/ Call of Quotation Notice under the LSA submit with you our price for selling on “FCS” basis and in the compliance with the terms and conditions described in the relevant Purchase Order together with the terms and conditions of the LSA.

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

We further agree and covenant:

1. That this Guarantee shall remain valid and cover any and all Purchase Orders issued pursuant to the LSA notwithstanding any change in our constitution or any other change.
2. That this Guarantee shall be enforceable notwithstanding any change in your name or any change in your constitution or of your successors or assigns or by your absorption into or amalgamation with any other legal entity.

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

WITNESS NO.1

WITNESS NO.2

Signature:

Signature:

Name:

Name:

CNIC:

CNIC:

Address:

Address:

ANNEX: C-FORMAT OF AUTHORIZATION OF MAIN SUPPLIER, IN CASE OF JOINT VENTURE

POWER OF ATTORNEY

IMPORTANT NOTICE: Power of Attorney to be printed on Stamp Paper, signed and notarized in the case of a Pakistani Attorney, a copy of his Computerized National Identity Card (“CNIC”) should be attached with the Power of Attorney. In the case of a Non- Pakistani Attorney, a copy of his Passport should be attached and a legal opinion must be attached that this Power of Attorney is legally binding.

Instruction for SELLER:

If the Sellers are a JV, each member of the JV (Other than the Main Supplier) shall furnish a Power of Attorney authorizing the Main Supplier to act and receive instructions on behalf of all the JV Suppliers and sign LSA for and on their behalf .

KNOW BY ALL MEN THAT by this Power of Attorney (“Power of Attorney”)

[Insert name of JV Supplier] having its registered office at [.] does hereby nominate, appoint and authorize {the Main Supplier} having its registered Head Office at [.] hereinafter referred to as the “Attorney” to

- i) Sign & submit it to Procuring Agency, or its authorized nominee the Statement of Qualification (SOQ) and the LSA required for the participation in bidding process;
- ii) Execute all such deeds, documents and instruments as may be considered necessary and expedient in relation to the foregoing; and
- iii) Immediately notify the Procuring Agency in writing of any impeding or actual revocation as well as any change in the terms of this Power of Attorney.

..... [Insert name of Supplier] does hereby ratify and confirm whatever the Attorney shall do by virtue of these presents,

WITNESS

[Insert Name of Guarantor]

1.

For

2.

By:

Its:

NOTARY PUBLIC

ANNEX: D-FORMAT OF AUTHORIZATION OF AUTHORIZED REPRESENTATIVE/

POWER OF ATTORNEY

IMPORTANT NOTICE: Power of Attorney to be printed on Stamp Paper, signed and notarized in the case of a Pakistani Attorney, a copy of his Computerized National Identity Card (“CNIC”) should be attached with the Power of Attorney. In the case of a Non- Pakistani Attorney, a copy of his Passport should be attached and a legal opinion must be attached that this Power of Attorney is legally binding.

Instruction for SUPPLIER:

1. If the Supplier is not a Joint Venture, it will furnish a Power of Attorney authorizing the person who signs LSA to sign for and on the behalf the Supplier.
2. If the Suppliers are a Joint Venture (“JV”), each Supplier of the JV (including the Main Supplier) shall furnish a Power of Attorney authorizing the person or persons who sign(s) the LSA on behalf of the JV.

KNOW BY ALL MEN THAT by this Power of Attorney (“Power of Attorney”)

[Insert name of Supplier] having its registered office at [.] does hereby nominate, appoint and authorize Mr./Mrs.S/O, D/O.....R/O..... (whose Specimen Signature appears below) on behalf of(Main Supplier} hereinafter referred to as the “Attorney” to

- i) Sign & submit it to Procuring Agency, or its authorized nominee the Statement of Qualification (SOQ) and the LSA required for the participation in bidding process;
- ii) Execute all such deeds, documents and instruments as may be considered necessary and expedient in relation to the foregoing; and
- iii) Immediately notify the Procuring Agency in writing of any impeding or actual revocation as well as any change in the terms of this Power of Attorney.

..... [Insert name of Supplier] does hereby ratify and confirm whatever the Attorney shall do by virtue of these presents,

WITNESS

[Insert Name of Guarantor]

1.....

For

2.....

By:

Its:

NOTARY PUBLIC

(Specimen Signature of Authorized Attorney)