



**Jamshoro Power Company Limited (JPCL)**  
Thermal Power Station, Jamshoro

## **Jamshoro Power Company Limited (JPCL)**

# **Disposal of Redundant, Old and Defunct Power Plants of JPCL**

## **Bidding Documents (Single Stage-Two Envelope Bidding Procedure)**

**VOLUME – I**

**JANUARY 2025**



**National Engineering Services Pakistan (Pvt.) Ltd. (NESPAC)**

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# **Disposal of Redundant, Old and Defunct Power Plants of JPCL**

## **SUMMARY OF VOLUMES**

### **VOLUME – I**

- **INVITATION TO BID**
- **INSTRUCTIONS TO BIDDERS (IB)**
- **BIDDING DATA (BD)**
- **EVALUATION CRITERIA AND ELIGIBILITY FORMS**
- **LETTER OF BID AND SCHEDULES TO BID**
- **STANDARD FORMS**
- **CONDITIONS OF CONTRACT**

### **VOLUME – II**

- **EMPLOYER’S REQUIREMENTS**

## INVITATION TO BID

Date: \_\_\_\_\_  
Bid Reference No. DT-GTPS/01

1. Jamshoro Power Company Limited (JPCL) (“the Employer”) invites sealed bids through single stage two envelope international competitive bidding procedure from eligible Bidders having the nationality of Pakistan or one of the countries notified by Ministry of Interior, Government of Pakistan as Business Friendly Countries (BVL) (<https://visa.nadra.gov.pk/business-visa-list-bvl/>), towards the cost of Disposal of Redundant, Old and Defunct Power Plant of JPCL comprising the following lots:
  - Lot-1 GTPS Kotri – Unit-01 to Unit-07 (174MW) with a Reserve Price of **PKR 1,813,941,846/- (Rupees one billion eight hundred thirteen million nine hundred forty one thousand eight hundred forty six only)** (Collectively, the “Assets”)  
Note: **The reserve price of above Lot-I is exclusive of all taxes.**
2. Bidding documents, containing detailed terms and conditions, etc. are available at the addresses given below. Price of the Bidding documents is PKR 15,000 (Pak Rupees Fifteen Thousand only). Bidding documents can also be downloaded from PPRA website and [www.ppra.org.pk](http://www.ppra.org.pk) and JPCL website [www.jpcl.com.pk](http://www.jpcl.com.pk) free of cost.
3. The bids, prepared in accordance with the instructions in the bidding documents, must reach at the office of the MD & Chief Executive Officer, GHCL, 1<sup>st</sup> Floor, OPF Building Shahrah-e-Jamhuriat, Sector G-5/2, Islamabad on or before March 05, 2025 at 1430 hours. Technical Bids will be opened the same day at 1500 hours. This advertisement is also available on PPRA website at [www.ppra.org.pk](http://www.ppra.org.pk) and the Employer’s website at [www.jpcl.com.pk](http://www.jpcl.com.pk)
4. The Employer reserves the right to annul the bidding process and reject all Bids, at any time prior to award of the Contract, in accordance with Rule 33 of Public Procurement Rules, 2004.

Bidding Documents can be purchased from following addresses:

1. MD & CEO GENCO HOLDING COMPANY LIMITED, 1st Floor, Overseas Pakistanis Foundation (OPF) Building, Shah-Rah-E-Jamhoriat, Sector G-5/2, Islamabad.
2. CHIEF EXECUTIVE OFFICER, JPCL, GENCO-I, Thermal Power Station, Jamshoro, Sindh

**Chief Executive Officer**  
Jamshoro Power Company Limited (JPCL)  
Thermal Power Station, Jamshoro  
Tel: +92 229213706, 9213717

# **INSTRUCTIONS TO BIDDERS (IB)**

## INSTRUCTIONS TO BIDDERS

### Table of Contents

<b>A. General</b> .....	<b>1</b>
IB 1. Scope of Bid .....	1
IB 2. Eligible Bidders .....	1
IB 3. One Bid per Bidder.....	2
IB 4. Site Visit.....	2
<b>B. Bidding Documents</b> .....	<b>2</b>
IB 5. Contents of Bidding Documents .....	2
IB 6. Clarification of Bidding Documents, Pre-Bid Meeting.....	3
IB 7. Amendment of Bidding Documents .....	4
<b>C. Preparation of Bids</b> .....	<b>4</b>
IB 8. Cost of Bidding.....	4
IB 9. Language of Bid .....	4
IB 10. Documents Comprising the Bid .....	4
IB 11. Bid Prices .....	6
IB 12. Currency of Bid and Payment.....	6
IB 13. Bid Validity .....	6
IB 14. Bid Security (Security Deposit).....	7
IB 15. Format and Signing of Bid .....	7
<b>D. Submission of Bids</b> .....	<b>8</b>
IB 16. Sealing and Marking of Bids .....	8
IB 17. Deadline for Submission of Bids.....	9
IB 18. Late Bids.....	9
IB 19. Modification, Substitution and Withdrawal of Bids.....	9
<b>E. Bid Opening and Evaluation</b> .....	<b>10</b>
IB 20. Bid Opening.....	10
IB 21. Process to be Confidential .....	11
IB 22. Clarification of Bids .....	11
IB 23. Examination of Bids and Determination of Responsiveness.....	11
IB 24. Nonmaterial Nonconformities .....	12
IB 25. Evaluation and Comparison of Bids .....	13
<b>F. Award of Contract</b> .....	<b>13</b>
IB 26. Award Criteria .....	13
IB 27. Employer’s Right to Annul the Bidding Process .....	13

IB 28. Notification of Award.....	13
IB 29. Performance Security .....	14
IB 30. Signing of Contract Agreement.....	14
IB 31. Integrity Pact.....	14
IB 32 Instructions not Part of Contract .....	14
IB 33 Corrupt and Fraudulent Practices .....	15
<b>Bidding Data.....</b>	<b>16</b>
<b>Evaluation Criteria and Eligibility Forms .....</b>	<b>19</b>
<b>Letters of Bid and Schedules to Bid.....</b>	<b>32</b>
<b>Letter Technical Bid</b>	
Letter of Price Bid	
Schedule-A to Bid: Price Schedule	
Schedule-B to Bid: Disposal Plan/Schedule	
Schedule-C to Bid: Method of Performing the Dismantling and Disposal Work	
Schedule-D to Bid: List of Major Equipment	
Schedule-E to Bid: Organization chart for the supervisory staff and labour	
Schedule-F to Bid: Proposed Subcontractors	
Schedule-G to Bid: Integrity Pact	

## INSTRUCTIONS TO BIDDERS

<b>A. GENERAL</b>	
IB.1	Scope of Bid
	<p>1.1 The Employer as defined in the <b>Bidding Data</b> hereinafter called “the Employer” wishes to receive bids for the Disposal of Assets as described in these Bidding Documents and summarized in the <b>Bidding Data</b>.</p> <p>1.2 The successful Bidder will be expected to complete the Disposal of Assets within the time specified in the <b>Bidding Data</b>.</p>
IB.2	Eligible Bidders
	<p>2.1 The Invitation to Bid is open to all Bidders meeting the following requirements at the time of submission of Bids and thereafter:</p> <p>(a) A Bidder shall have the nationality of Pakistan or an Eligible Country. A Bidder shall be deemed to have the nationality of that country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. For the purpose of this clause, Eligible countries are those which have been notified by Ministry of Interior, Government of Pakistan as Business Friendly Countries (BVL); information can be accessed through following link: <a href="https://visa.nadra.gov.pk/business-visa-list-bvl/">https://visa.nadra.gov.pk/business-visa-list-bvl/</a></p> <p>(b) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:</p> <ol style="list-style-type: none"> <li>i. directly or indirectly controls, is controlled by or is under common control with another Bidder; or</li> <li>ii. receives or has received any direct or indirect subsidy from another Bidder; or</li> <li>iii. has the same legal representative as another Bidder; or</li> <li>iv. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or</li> <li>v. any of its affiliates participated as a consultant in the preparation of these Bidding Documents; or</li> <li>vi. any of its affiliates has been hired (or is proposed to be hired) by the Employer as consultant for the Contract implementation.</li> </ol> <p>(c) All partners constituting the Bidder including proposed</p>

	subcontractors do not appear in the list of debarred/ blacklisted firms and individuals on the websites of Federal & Provincial Procurement Regulatory Authorities and have not been declared debarred/ blacklisted by foreign country, international organizations or other foreign institutions.
IB.3 One Bid per Bidder	3.1 Each Bidder shall submit only one Bid either by himself, or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid will be disqualified.
IB.4 Site Visit	<p>4.1 The Bidders will be allowed by the Employer to visit and examine the Assets at the date and time specified in the <b>Bidding Data</b> and obtain for themselves on their own responsibility all information that may be necessary for preparing the Bid and entering into a contract for Disposal of Assets. All cost in this respect shall be at the Bidder's own expense.</p> <p>4.2 The Bidders and any of their authorized personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Bidders, their personnel and agents, will release and indemnify the Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.</p>
<b>B. BIDDING DOCUMENTS</b>	
IB.5 Contents of Bidding Documents	5.1 The Bidding Documents are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.7:



	<ol style="list-style-type: none"> <li>1. Instructions to Bidders;</li> <li>2. Bidding Data;</li> <li>3. Evaluation Criteria and Eligibility Forms;</li> <li>4. Letters of Bid (Letter of Technical Bid &amp; Letter of Price Bid);</li> <li>5. Schedules to Bid;</li> <li>6. Standard Forms:             <ol style="list-style-type: none"> <li>i) Form of Bid Security;</li> <li>ii) Letter of Acceptance;</li> <li>iii) Form of Contract Agreement;</li> <li>iv) Form of Performance Security.</li> </ol> </li> <li>7. General Conditions of Contract (GCC);</li> <li>8. Particular Conditions of Contract (PCC); and</li> <li>9. Employer’s Requirements.</li> </ol> <p>5.2 The Bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of Bid submission will be at the Bidder’s own risk.</p>
<p>IB.6 Clarification of Bidding Documents, Pre-Bid Meeting</p>	<ol style="list-style-type: none"> <li>6.1 Any prospective Bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Employer in writing at the Employer’s address indicated in the Invitation to Bid. The Employer will respond to any request for clarification which he receives earlier than the period specified in the <b>Bidding Data</b>, prior to the deadline for submission of bids.</li> <li>6.2 Copies of the Employer’s response will be forwarded to all purchasers of the Bidding Documents, including a description of the enquiry but without identifying its source.</li> <li>6.3 The Employer may, on his own or at the request of any prospective Bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, if convened, are as stipulated in the <b>Bidding Data</b>. All prospective Bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.</li> <li>6.4 The Bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than seven (7) days before the proposed pre-bid meeting.</li> <li>6.5 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause IB.7 and not through the minutes of the pre-bid meeting.</li> </ol>

	6.6	Absence at the pre-bid meeting will not be a cause for the non-responsiveness of a Bid.
IB.7	Amendment of Bidding Documents	<p>7.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuing addendum.</p> <p>7.2 Any addendum thus issued shall be part of the Bidding Documents and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective Bidders shall acknowledge receipt of each addendum in writing to the Employer.</p> <p>7.3 Such addendum shall be issued not later than number of days prior to the deadline for submission of bids, specified in the <b>Bidding Data</b>. To afford prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids in accordance with Clause IB.17.</p>
<b>C. PREPARATION OF BIDS</b>		
IB.8	Cost of Bidding	8.1 The Bidders shall bear all costs associated with the preparation and submission of their respective bids and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
IB.9	Language of Bid	9.1 The Bid and all correspondence and documents related to the Bid exchanged by a Bidder and the Employer shall be in the English language. Supporting documents and printed literature furnished by the Bidders may be in any other language provided the same are accompanied by duly certified translation of the relevant parts in the Bid language, in which case, for purposes of evaluation of the bid, the translation in Bid language shall prevail.
IB.10	Documents Comprising the Bid	<p>10.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid and the other the Price Bid, containing the following documents:</p> <p><b>(A) Technical Bid</b></p> <p>a) Duly filled in, signed and stamped Letter of Technical Bid in accordance with Clause IB.15 hereof;</p> <p>b) Bid Security in accordance with Clause IB.14 hereof;</p> <p>c) Written power of attorney authorizing the signatory of the Bid to act for and on behalf of the Bidder. The name and position held by each person signing the authorization must be typed or printed below the signature;</p> <p>d) Eligibility Forms duly filled in, signed and stamped along with requisite attachments, to establish that the Bidder meets</p>

	<p>the Eligibility Criteria set out in the Section “Evaluation Criteria and Eligibility Forms”;</p> <p>e) furnish following Schedules to Bid duly filled-in and completed in accordance with Clause IB.15:</p> <p>Schedule-B to Bid [Proposed Activity Schedule]</p> <p>Schedule-C to Bid [Method of Performing the Dismantling and Disposal Work]</p> <p>Schedule-D to Bid [List of Major Equipment]</p> <p>Schedule-E to Bid [Organization chart for the supervisory staff]</p> <p>Schedule-F to Bid [Proposed Subcontractors]</p> <p>Schedule-G to Bid [Integrity Pact]</p> <p>f) An affidavit, on the specified format, shall be produced by all Bidders to the effect that they have the requisite capability to implement the restrictions on end-users and exports as set out in the relevant Conditions of Contract, and submitted with the Bid in accordance with GCC Clause 10.1.</p> <p>g) JV Agreement (if applicable) in accordance with Clause IB.10.2 hereof; and</p> <p>h) Any other documents required to be submitted with Technical Bid in accordance with these Bidding Documents.</p> <p><b>(B) Price Bid</b></p> <p>i) Duly filled in, signed and stamped Letter of Price Bid in accordance with Clause IB.15 hereof ,</p> <p>j) Schedule-A to Bid [Price Schedule] duly filled-in and completed in accordance with Clause IB.15; and</p> <p>k) Any other documents required to be submitted with Price Bid in accordance with these Bidding Documents.</p> <p>10.2 Bids submitted by a joint venture shall comply with the following requirements:</p> <p>(a) the bid, and in case of a successful bid, the Form of Contract Agreement shall be signed by all members so as to be legally binding on all partners;</p> <p>(b) one of the joint venture partners shall be nominated as being the lead partner; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;</p> <p>(c) the lead partner shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the Disposal of Assets as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding</p>
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	<p>undertakings and receive payments on behalf of the joint venture;</p> <p>(d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para(b) above as well as in the Letter of Technical Bid and in the Contract Agreement (in case of a successful bid); and</p> <p>(e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation and corresponding duties &amp; responsibilities of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments/ modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer.</p>
	<p>10.3 Bidders shall also submit proposals of disposal work methods and schedule, in sufficient detail to demonstrate the adequacy of the Bidders' proposals to meet the Employer's Requirements and the completion time referred to in Sub-Clause IB.1.2 hereof.</p>
<p>IB.11 Bid Prices</p>	<p>11.1 The Bidder shall quote a fixed lump sum price exclusive of taxes per Lot in the Price Schedule. Prices quoted for each Lot shall correspond to 100% of the scope of Bid for each Lot.</p> <p>11.2 The total Bid Price quoted in the Price Schedule for each Lot shall be exclusive of any incidental charges, duties, all taxes including income tax and sales tax, cesses, commissions, fees and other levies, etc., which shall be paid/borne by and/or the liability of the Bidder as per the Applicable Law in relation to the Disposal of Assets.</p>
<p>IB.12 Currency of Bid and Payment</p>	<p>12.1 The Bid Price shall be quoted by the Bidder in any freely convertible currency and shall be paid by the Bidder to the Employer in the same currency.</p>
<p>IB.13 Bid Validity</p>	<p>13.1 Bids shall remain valid for the period stipulated in the <b>Bidding Data</b> after the date of Technical Bid Opening specified in Clause IB.20.</p> <p>13.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the Bidders extend the period of validity for a specified additional period which normally may not be more than the original bid validity period. The request and the responses thereto shall be made in</p>

	<p>writing. A Bidder may refuse the request without forfeiting his Bid Security. A Bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.14 in all respects.</p>
<p>IB.14 Bid Security (Security Deposit)</p>	<p>14.1 Each Bidder shall furnish, as part of his bid, a Bid Security in original form in the amount stipulated in the <b>Bidding Data</b> in PKR or an equivalent amount in a freely convertible currency.</p> <p>14.2 The Bid Security shall be, at the option of the Bidder, in the form of Call Deposit Receipt (CDR)/ Pay Order or a Security issued in the prescribed form included in the Bidding Documents, by (a) a Scheduled Bank in Pakistan or (b) a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan in favour of the Employer valid for a period 14 days beyond the Bid Validity date. The Bid Security of Joint Venture shall be in the name of Joint Venture or Lead/either Firm of the JV or in ratio of shares of the individual JV partners, submitting the bid.</p> <p>14.3 Any Bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.</p> <p>14.4 The Bid Securities of the Bidders except the highest three will be returned by the Employer within twenty-eight (28) days from the opening of Bids, provided a Bidder requests for the return of its Bid Security, or upon the expiry of original validity of Bid Security or as extended, whichever is earlier.</p> <p>14.5 The Bid Security of the highest three Bidders including the successful Bidder will be returned when the successful Bidder has furnished the required Performance Security.</p> <p>14.6 The Bid Security may be forfeited:</p> <ul style="list-style-type: none"> <li>(a) if the Bidder withdraws his bid except as provided in Sub-Clause IB.19.1;</li> <li>(b) in the case of successful Bidder, fails to furnish the required Performance Security.</li> </ul> <p>14.7 In case of annulment, all Bids submitted and specially, Bid securities, shall be returned to the Bidders within 14 days of annulment.</p>
<p>IB.15 Format and Signing of Bid</p>	<p>15.1 Bidders are particularly directed that the amount entered on the Letter of Price Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.</p> <p>15.2 All Schedules to Bid are to be properly completed and signed.</p> <p>15.3 No alteration is to be made in the Letters of Bid nor in the Schedules thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the Bid may be rejected.</p> <p>15.4 Each Bidder shall prepare by filling in the forms completely and without alterations one (01) original and Two (02) number of</p>

	<p>copies, specified in the <b>Bidding Data</b>, of the documents comprising the Bid as described in Clause IB.10 and clearly mark them “ORIGINAL” and ‘COPY” as appropriate. In the event of discrepancy between them, the original shall prevail.</p> <p>The Bidder shall also provide complete searchable PDF versions version of the Bid if so required in the <b>Bidding Data</b>.</p> <p>15.5 The original of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder pursuant to Sub-Clause IB.10.1(c) hereof. All pages of the Bid shall be initialled and stamped by the person or persons signing the bid.</p> <p>15.6 The Bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.</p> <p>15.7 Bidders shall indicate in the space provided in the Letters of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.</p> <p>15.8 Bidders should retain a copy of the Bidding Documents and the Bid as their file copy.</p> <p>15.9 All documents executed outside Pakistan required to be submitted with the Bid must be certified by Pakistani Embassy in the respective country(ies).</p>
<p><b>D. SUBMISSION OF BIDS</b></p>	
<p>IB.16 Sealing and Marking of Bids</p>	<p>16.1 Each Bidder shall submit his Bid as under:</p> <p>(a) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.</p> <p>(b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub Clause IB.16.2 hereof.</p> <p>16.2 The inner and outer envelopes shall:</p> <p>(a) be addressed to the Employer at the address provided in the <b>Bidding Data</b>;</p> <p>(b) bear the specific identification of this bidding process as specified in the <b>Bidding Data</b>; and</p> <p>(c) provide a warning not to open before the time and date for bid opening, as specified in the <b>Bidding Data</b>.</p> <p>16.3 In addition to the identification required in Sub-Clause IB.16.2 hereof, the inner envelope shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared “late” pursuant to Clause IB.18.</p>

	<p>16.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.</p>
<p>IB.17 Deadline for Submission of Bids</p>	<p>17.1 (a) Bids must be received by the Employer at the address specified no later than the time and date stipulated in the <b>Bidding Data</b>.</p> <p>(b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of Bids. No claims will be entertained for refund of such expenses.</p> <p>(c) Where delivery of a Bid is by mail and the Bidder wishes to receive an acknowledgment of receipt of such Bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed Bid envelope.</p> <p>(d) Upon request, acknowledgment of receipt of Bids will be provided to those making delivery in person or by messenger.</p> <p>17.2 The Employer may, at his discretion, extend the deadline for submission of Bids by issuing an amendment in accordance with Clause IB.7, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.</p>
<p>IB.18 Late Bids</p>	<p>18.1 (a) Any Bid received by the Employer after the deadline for submission of bids prescribed in Clause IB.17 shall be declared late, rejected and returned unopened to such Bidder.</p> <p>(b) Delays in the mail, delays of person in transit, or delivery of a Bid to the wrong office shall not be accepted as an excuse for failure to deliver a Bid at the proper place and time. It shall be the Bidder's responsibility to determine the manner in which timely delivery of his Bid will be accomplished either in person, by messenger or by mail.</p>
<p>IB.19 Modification, Substitution and Withdrawal of Bids</p>	<p>19.1 Any Bidder may modify, substitute or withdraw his Bid after Bid submission provided that the modification, substitution or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.</p> <p>19.2 The modification, substitution, or notice for withdrawal of any Bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.16 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.</p>

	<p>19.3 No Bid may be modified by a Bidder after the deadline for submission of Bids except in accordance with Sub-Clauses IB.19.1.</p> <p>19.4 Withdrawal of a Bid during the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in the Letter of Bid may result in forfeiture of the Bid Security in pursuance to Clause IB.14.</p>
<p><b>E. BID OPENING AND EVALUATION</b></p>	
<p>IB.20 Bid Opening</p>	<p>20.1 The Employer will open the Technical Bids including withdrawals, substitution and modifications made pursuant to Clause IB.19, in the presence of Bidders` representatives who choose to attend, at the address, date and time specified in the Invitation for Bids. The Bidders` representatives who are present shall sign a register evidencing their attendance. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening.</p> <p>The envelopes marked ‘Technical Bids’ shall be opened one at a time, and the following read out and recorded:</p> <ul style="list-style-type: none"> <li>(a) the name of the Bidder;</li> <li>(b) whether there is a modification or substitution;</li> <li>(c) the presence or absence of Bid Security; and</li> <li>(d) any other details as the Employer may consider appropriate.</li> </ul> <p>20.2 Envelopes marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL” shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.19 shall not be opened. Only bids that are opened and read out at Bid opening shall be considered further.</p> <p>20.3 At the end of the evaluation of the Technical Bids, the Employer will invite only those bidders who have submitted substantially responsive Technical Bids to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer.</p> <p>The envelopes marked ‘Price Bids shall be opened one at a time and the following read out and recorded:</p> <ul style="list-style-type: none"> <li>(a) the name of the Bidder;</li> <li>(b) whether there is a modification or substitution;</li> <li>(c) the Bid Price per Lot; and</li> <li>(d) any other details as the Employer may consider appropriate.</li> </ul> <p>The Letter of Price Bid and the Price Schedule shall be initialled by representative(s) of the Employer attending Bid opening. The Employer shall neither discuss the merits of any Bid nor</p>



	<p>reject any Bid (except for late Bids, in accordance with Sub-Clause IB 18.1).</p> <p>20.4 The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with the Sub-Clause IB.20.3.</p>
<p>IB.21 Process to be Confidential</p>	<p>21.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of Contract shall not be disclosed to Bidders or any other person not officially concerned with such process before the announcement of the result of Bid evaluation in the form of respective evaluation report giving justification for acceptance or rejection of Bids which shall be done in accordance with Rule 35 of Public Procurement Rules, 2004. Any effort by a Bidder to influence the Employer’s processing of Bids or Contract award decisions may result in the rejection of such Bidder’s Bid. Whereas any Bidder feeling aggrieved may lodge a written complaint in accordance with Rule 48 of Public Procurement Rules, 2004.</p>
<p>IB.22 Clarification of Bids</p>	<p>22.1 To assist in the examination, evaluation and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of lump sum price. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The request for clarification and the response shall be in writing. No change in the price or substance of the Bid shall be sought, offered or permitted.</p> <p>22.2 The Employer may, at his discretion, ask any Bidder for confirmation/submission of missing information to clarify its Bid. However, the Employer does not have an obligation to request any additional information or clarification with respect to missing or deficient information in a Bid. The Employer may reject any Bid as non-responsive if found materially incomplete, obscure, irregular or omitting any material information required to be submitted in accordance with the Bidding Documents.</p> <p>22.3 If a Bidder does not provide clarifications of its Bid by the date and time set reasonably (not less than seven (7) days) in the Employer’s request for clarification, the Employer may proceed with the evaluation based on the information submitted in the Bid without waiting for the Bidder’s response.</p>
<p>IB.23 Examination of Bids and Determination of Responsiveness</p>	<p>23.1 Prior to the comparison of Bids, the Employer will determine whether each Bid is substantially responsive to the requirements of the Bidding Documents.</p> <p>23.2 The Employer’s determination of a Bid’s responsiveness is to be based on the contents of the Bid itself, as defined in Sub-Clause IB.10.</p> <p>23.3 A substantially responsive Bid is one which meets the requirements of the Bidding Documents, without material</p>

	<p>deviation, reservation or omission. A material deviation, reservation or omission is one that,</p> <ul style="list-style-type: none"> <li>(a) if accepted, would: <ul style="list-style-type: none"> <li>(i) affect in any substantial way the scope, quality or performance of the disposal work; or</li> <li>(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Employer’s rights or the Bidder’s obligations under the proposed Contract; or</li> </ul> </li> <li>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.</li> </ul> <p>23.4 During the evaluation of Bids, the following definitions apply:</p> <ul style="list-style-type: none"> <li>(a) “Deviation” is a departure from the requirements specified in the Bidding Documents;</li> <li>(b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and</li> <li>(c) “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Documents.</li> </ul> <p>23.5 The Employer shall examine the technical aspects of the Bid submitted in accordance with Sub-Clause IB.10.1, in particular, to confirm that all requirements stated in Employer’s Requirements have been met without any material deviation, reservation or omission.</p> <p>23.6 If a Bid is not substantially responsive to the requirements of the Bidding Documents, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation, reservation or omission.</p>
<p>IB.24 Nonmaterial Nonconformities</p>	<p>24.1 Provided that a Bid is substantially responsive, the Employer may, in its discretion, waive any nonmaterial nonconformities in the Bid.</p> <p>24.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>24.3 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a non-conforming item.</p>

<p>IB.25 Evaluation and Comparison of Bids</p>	<p>25.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.23. The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.</p> <p>25.2 In evaluating and comparing the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:</p> <ul style="list-style-type: none"> <li>(a) making an appropriate price adjustment for any quantifiable nonmaterial nonconformities in accordance with Sub-Clause IB.24.3; and</li> <li>(b) the additional evaluation factors are specified in Section Evaluation Criteria and Eligibility Forms.</li> </ul> <p>25.3 To facilitate evaluation and comparison, the Employer will convert all Bid Prices expressed in various currencies to Pak. Rupees at the TT Selling Rates published or authorized by the State Bank of Pakistan prevailing on the date of opening of Bids, provided on the following website:  www.nbp.com.pk/RATESHEET/index.aspx</p>
<p><b>F. AWARD OF CONTRACT</b></p>	
<p>IB.26 Award Criteria</p>	<p>26.1 Subject to Clauses IB.27 and IB.33, the Employer will award the Contract to the Bidder whose Bid has been determined as most advantageous Bid (substantially responsive to requirements of the Bidding Documents with the highest evaluated Bid Price).</p> <p>26.2 In case two or more Bidders have submitted equal/identical Bid Prices, and their Bids have been evaluated as most advantageous bids, the Employer shall provide the opportunity to these Bidders to submit revised Bid Prices which shall not be less than the Bid Price offered earlier in accordance with Regulation 23 of Disposal of Assets Regulations, 2024 issued by Public Procurement Regulatory Authority (PPRA). Those revised Bid Prices shall be opened and read out on the same day in the presence of the Bidders. The Price Bids shall then be evaluated in accordance with provisions of the Bidding Documents.</p>
<p>IB.27 Employer’s Right to Annul the Bidding Process</p>	<p>27.1 Notwithstanding Clause IB.26, the Employer reserves the right to annul the bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation.</p> <p>The Employer shall upon request communicate to any Bidder who submitted a Bid, the grounds for its rejection of all Bids but is not required to justify those grounds. Rejection of all Bids shall be notified to all Bidders promptly.</p>
<p>IB.28 Notification of Award</p>	<p>28.1 Prior to expiration of the period of Bid validity prescribed by the Employer, the Employer will notify the successful Bidder in writing (“Letter of Acceptance”) that his Bid has been accepted.</p>

	<p>This letter shall name the sum which the Contractor will pay to the Employer in consideration of the Disposal of Assets as prescribed by the Contract (hereinafter and in the Conditions of Contract called the “Contract Price”).</p> <p>28.2 No negotiation with the Bidder having submitted most advantageous Bid or any other Bidder shall be permitted, however, Employer may have clarification meetings before issuing Letter of Acceptance to get clarified any item in the Bid evaluation report.</p> <p>28.3 The Letter of Acceptance/ notification of award and its acknowledgement/acceptance by the Bidder will constitute the formation of the Contract, binding the Employer and the Bidder till signing of the formal Contract Agreement.</p> <p>28.5 Upon furnishing by the successful Bidder of a Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful and return their Bid securities in accordance with Sub-Clause IB.14.5.</p>
<p>IB.29 Performance Security</p>	<p>29.1 The successful Bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Conditions of Contract, within a period of 14 days after the receipt of Letter of Acceptance.</p> <p>29.2 Failure of the successful Bidder to comply with the requirements of Sub Clause IB.29.1 or Clauses IB.30 or IB.31 shall constitute sufficient grounds for the annulment of the award, forfeiture of the Bid security and to award the Contract to the Bidder having submitted next advantageous Bid.</p>
<p>IB.30 Signing of Contract Agreement</p>	<p>30.1 Within 07 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will notify the successful Bidder to depute its representative with appropriate Power of Attorney to sign the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.</p> <p>30.2 The formal Agreement between the Employer and the successful Bidder shall be executed within 07 days of the receipt of the above stated notification by the successful Bidder from the Employer.</p>
<p>IB.31 Integrity Pact</p>	<p>31.1 The Bidder shall sign and stamp the Integrity Pact provided at Schedule-G to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding PKR ten million. Failure to provide such Integrity Pact shall make the Bid non-responsive.</p>
<p>IB.32 Instructions not Part of Contract</p>	<p>32.1 Bids shall be prepared and submitted in accordance with the Instructions to Bidders which are provided to assist the Bidders in preparing Bids but do not constitute part of the Contract.</p>

<p><b>IB.33 Corrupt and Fraudulent Practices</b></p>	<p>33.1 The Employer will reject a Bid if it determines that the Bidder recommended for award, or any of its personnel, or its agents, or its sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract under this bidding.</p> <p>33.2 The Employer will blacklist and hence forthwith debar a Constructor or individual, at any time, in accordance with the prevailing Public Procurement Rules 2004.</p>
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## **BIDDING DATA (BD)**

## BIDDING DATA

IB Sub-Clause Reference	Bidding Data		
<b>1.1</b> <b>(Scope of Bid)</b>	<p><u>Name and address of the Employer:</u> Jamshoro Power Company Limited (JPCL), GENCO-I, Thermal Power Station Jamshoro , represented by Chief Executive Officer</p>		
<b>1.1</b> <b>(Scope of Bid)</b>	<p><u>List of Assets:</u> Disposal of Redundant, Old and Defunct Power Plants of JPCL comprising the following Lots:</p> <ul style="list-style-type: none"> <li>• Lot-1 GTPS Kotri – Unit-01 to Unit-07 (174MW)</li> </ul> <p>The detailed scope of the Bid under each Lot is set out in the “Employer’s Requirements”.</p> <p>The Bidders are free to quote for one or multiple Lots but must bid for the complete scope of Bid under each Lot that it has bid for.</p>		
<b>1.2</b> <b>(Scope of Bid)</b>	<p>Time for Completion for the Disposal of Assets for each Lot is as under:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; text-align: center;">Lot-1 GTPS Kotri (174MW)</td> <td style="width: 40%; text-align: center;">10 Months from the Commencement Date</td> </tr> </table>	Lot-1 GTPS Kotri (174MW)	10 Months from the Commencement Date
Lot-1 GTPS Kotri (174MW)	10 Months from the Commencement Date		
<b>4.1</b> <b>(Site Visit)</b>	The Bidders will be allowed to visit and examine the Assets under the respective Lot during office hours on any day but not later than seven (07) days prior to the deadline for submission of bids.		
<b>6.1</b> <b>(Clarification of Bidding Documents, Pre-Bid Meeting)</b>	Time limit for clarification: Seven (07) days prior to the deadline for submission of bids.		
<b>6.3</b> <b>(Clarification of Bidding Documents, Pre-Bid Meeting)</b>	<p>Date: <u>17 February 2025</u></p> <p>Time: <u>11:00 AM PKT</u></p> <p>Venue: Committee Room JPCL Head Office TPS Jamshoro</p>		
<b>7.3</b> <b>(Amendment of Bidding Documents)</b>	<p>Number of days: Seven (07) days prior to the deadline for submission of bids.</p> <p>Addendum shall also be uploaded on the Employer’s website at <a href="http://www.jpcl.com.pk">www.jpcl.com.pk</a></p>		
<b>13.1</b> <b>(Bid Validity)</b>	Period of Bid Validity: Ninety (90) days		
<b>14.1</b> <b>Bid Security (Security Deposit)</b>	<p>Amount of Bid Security (Security Deposit):</p> <p style="text-align: center;">Lot-1: PKR <b>36,278,837/-</b> (2% of Reserve Price)</p>		
<b>15.4</b> <b>(Format and Signing)</b>	Number of copies of the Bid to be completed and submitted: two (02) copies.		

<b>of Bid)</b>	Searchable pdf version of the Bid is required: Yes. The same shall be provided as a soft copy via a USB device.
<b>16.2(a) (Sealing and Marking of Bids)</b>	Employer's address for the purpose of Bid submission: Jamshoro Power Company Limited (JPCL), GENCO-I, Thermal Power Station Jamshoro, represented by Chief Executive Officer
<b>16.2(b) (Sealing and Marking of Bids)</b>	Name and Number of the Contract: Contract No. <b>DT-GTPS/01</b> Disposal of Redundant, Old and Defunct Power Plants of JPCL.
<b>17.1(a) (Deadline for Submission of Bids)</b>	Deadline for submission of Bids: As stated in the Invitation to Bid.



# **EVALUATION CRITERIA AND ELIGIBILITY FORMS**

## **EVALUATION CRITERIA AND ELIGIBILITY FORMS**

### **1. General**

This Section contains Evaluation Criteria that the Employer shall use to evaluate Bids in accordance with Clauses IB.23 of Instructions to Bidders. The Bidder shall provide all the information requested in the relevant forms contained in Bidder's Eligibility Forms provided herein.

The information provided in the forms shall be substantiated with valid documentary evidences otherwise the requirement will not be considered as complied.

Wherever a Bidder is required to state a monetary amount, Bidders shall indicate the PKR equivalent using the rate of exchange determined as follows:

- For financial data - Exchange rate prevailing on the last day of the respective financial year  
Exchange rates shall be taken from the publicly available source identified in the Sub-Clause IB.25.3. Any error in determining the exchange rates in the Bid may be corrected by the Employer.

### **2. Evaluation (IB 25.2(b))**

In addition to the criteria listed in IB 25.2 (a), the following criteria shall apply:

#### **2.1 Assessment of adequacy of Technical Proposal with Employer's Requirements**

The technical proposal will be examined taking into account the various Schedules to Bid, particularly the following, to confirm their conformance with the Employer's Requirements:

- Schedule-B to Bid [Proposed Activity Schedule]
- Schedule-C to Bid [Method of Performing the Dismantling and Disposal Work]
- Schedule-D to Bid [List of Major Equipment]
- Schedule-E to Bid [Organization chart for the supervisory staff]
- Schedule-F to Bid [Proposed Subcontractors]

#### **2.2 Multiple Contracts**, if permitted under Sub-Clause 1.1 of Bidding Data, will be evaluated as follows:

Bidders have the option to bid for any one or multiple Lots. Bids will be evaluated lot-wise. The contract(s) will be awarded to the Bidder(s) offering the highest evaluated Bid Price to the Employer in each Lot.

### 3. Eligibility

Eligibility information described here below must be met by the legal entity(ies) comprising the Bidder, and not the Bidder's/JV partner's sister or parent companies, subsidiaries or affiliates.

Eligibility Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture			Submission Requirements
				All Partners Combined	Each Member	Lead Member	
<b>1. Eligibility</b>							
1.1	<b>Nationality</b>	Nationality in accordance with Sub-Clause IB.2.1 (a).	Must meet requirement	N/A	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	<b>Conflict of Interest</b>	No Conflict of Interest in accordance with Sub-Clause IB.2.1 (b).	Must meet requirement	N/A	Must meet requirement	N/A	Undertaking in the Letter of Technical Bid
1.3	<b>Debarment/Blacklisting</b>	Not having been debarred/blacklisted in accordance with paragraph Sub- Clause IB.2.1 (c).	Must meet requirement	N/A	Must meet requirement	N/A	Undertaking in the Letter of Technical Bid



## **Bidders Eligibility Forms**

To establish its eligibility to perform the contract in accordance with Section (Evaluation Criteria and Eligibility Forms) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

**Form ELI -1.1**

**Bidder Information Form**

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

Bid Reference No. and title: \_\_\_\_\_

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

Bidder's name

In case of Joint Venture (JV), name of each member:

Bidder's country of registration:

*[indicate country of Constitution]*

Bidder's year of incorporation:

Bidder's legal address [in country of registration]:

Bidder's authorized representative information

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

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

Telephone/Fax numbers: \_\_\_\_\_

\_\_\_\_\_

E-mail address: \_\_\_\_\_

1. Attached are copies of original documents, in accordance with Sub-Clause IB 2.1 and JV agreement in case of JV.

**Form ELI -1.2**

**Bidder's JV Information Form**  
**(to be completed for each member of Bidder's JV)**

Date: \_\_\_\_\_  
Bid Reference No. and title: \_\_\_\_\_  
Page \_\_\_\_\_ of \_\_\_\_\_ pages

Bidder's JV name:

JV member's name:

JV member's country of registration:

JV member's year of constitution:

JV member's legal address in country of constitution:

JV member's authorized representative information

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

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

Telephone/Fax numbers: \_\_\_\_\_

E-mail address: \_\_\_\_\_







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

1	2	3	4	5	6	7	8	
<b>Name and surname (<i>In Block Letters</i>)</b>	<b>CNIC No. (<i>in case of foreigner, Passport No</i>)</b>	<b>Father's / Husband's Name in Full</b>	<b>Current Nationality</b>	<b>Any other Nationality (ies)</b>	<b>Occupation</b>	<b>Residential address in full or the registered / principal office address for a subscriber other than natural person</b>	<b>Number of shares taken by each subscriber (<i>in figures and words</i>)</b>	
			Total Number of Shares taken ( <i>in figure and words</i> )					

10. Any other information incidental to or relevant to Beneficial Owner(s).

Name & Signature

*(Person authorized to issue notice ion behalf of the company)*

**AFFIDAVIT**

**(Undertaking for the capability to implement restrictions on end-users and exports)**

*[On letterhead of Bidder]*

We, .... *[insert name of the Bidder]*, intend to submit/have submitted a sealed bid, to the .... *[insert name of the Employer]*, in respect of the Bid for..... *[particulars of Bid]*. The terms and conditions of the Bidding Documents contain, inter alia, restrictions on the end-users and/or exports of the assets for disposal, as specified in the Conditions of Contract.

We, the Bidder, do hereby solemnly affirm and declare that we have the necessary and adequate means and resources to implement the said restrictions in letter and spirit.

We, the Bidder, fully understand that failure to meet this condition shall result in rejection of our bid at any stage, being non-responsive, or termination of the Contract, and shall further lead to the civil and criminal action under the Applicable Law.

**Name of Bidder:** \_\_\_\_\_

**Name &Signature of Authorized Representative** \_\_\_\_\_

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

**Seal:**

**LETTERS OF BID  
AND  
SCHEDULES TO BID**

## LETTER OF TECHNICAL BID

Bid Reference No. **DT-GTPS/01**

### **Disposal of Redundant, Old and Defunct Power Plants of JPCL**

To:

Chief Executive Officer,  
Jamshoro Power Company Limited (JPCL),  
Thermal Power Station, Jamshoro.

Gentleman,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Employer's Requirements, Schedules to Bid including Price Schedule and Addenda Nos. \_\_\_\_\_ for the Disposal of the above-named Assets, we, the undersigned, offer to execute and complete such Disposal in conformity with the said Bidding Documents and Addenda.
2. We meet the eligibility requirements in accordance with IB.2.
3. We are not debarred/ blacklisted by the Employer, any Government/Semi Government/Public Department in Pakistan or foreign country, international organizations or other foreign institutions.
4. We, including Subcontractors for any part of the Contract, if any, shall have the nationalities from Pakistan or eligible countries, in accordance with IB.2.1(a).
5. We understand that all the Schedules attached hereto form part of this Bid.
6. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of PKR \_\_\_\_\_ (Pak. Rupees. \_\_\_\_\_) [*in case of multiple lots, insert the Bid Security amount of each lot in words and figure*] drawn in your favour or made payable to you and valid for a period of \_\_\_\_\_ days beginning from the date Bids are opened, inclusive of 14 days beyond Bid validity period (as mentioned at Sr. No. 8 below).
7. We undertake, if our Bid is accepted, to commence the Disposal of Assets and to complete the whole of the Disposal comprised in the Contract within the time stated in Conditions of Contract.
8. We agree to abide by this Bid (Technical Bid and Price Bid) for the period of \_\_ days, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
9. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
10. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other Bidder for the Disposal of Assets.
11. We understand that you are not bound to accept the highest or any Bid you may receive.

- 12. We have furnished the required information in accordance with beneficial ownership form [Form BOI-1] provided in Bidders' Eligibility Forms.
- 13. We undertake that all the information and documents submitted with the Bid are genuine, and in case of incorrect information or fake documents we shall be liable for punitive action under the Applicable Law.
- 14. We confirm, if our Bid is accepted, that all partners of the joint venture shall be liable jointly and severally for the execution of the Contract and the composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer. (Please delete in case of Bid from a single firm).

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

Signature: \_\_\_\_\_

in the capacity of \_\_\_\_\_ duly authorized to sign Bids for and on behalf of

\_\_\_\_\_

*(Name of Bidder in Block Capitals)*  
*(Seal)*

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

\_\_\_\_\_

\_\_\_\_\_

Witness:

Signature: \_\_\_\_\_

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

Address. \_\_\_\_\_

\_\_\_\_\_

Occupation \_\_\_\_\_

### LETTER OF PRICE BID

Bid Reference No. **DT-GTPS/01**

#### **Disposal of Redundant, Old and Defunct Power Plants of JPCL**

To:  
Chief Executive Officer,  
Jamshoro Power Company Limited (JPCL),  
Thermal Power Station, Jamshoro.

Gentleman,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Employer’s Requirements, Schedules to Bid including Price Schedule and Addenda Nos. \_\_\_\_\_ for the Disposal of the above-named Assets, we, the undersigned, offer to execute and complete such Disposal in conformity with the said Bidding Documents and Addenda for the sum of: *[Insert one of the options below as appropriate]*

*[Option 1, in case of one lot:] Total price is: [insert the total price of the Bid in words and figures, indicating the amount and the respective currency];*

Or

*[Option 2, in case of multiple lots:] (a) Total price of each lot [insert the total price of each lot in words and figures, indicating the amount and the respective currency]; and (b) Total price of all lots (sum of all lots) [insert the total price of all lots in words and figures]*

2. We understand that all the Schedules attached hereto form part of this Bid.
3. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
4. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other Bidder for the Disposal of Assets.
5. We understand that you are not bound to accept the highest or any Bid you may receive.

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

Signature: \_\_\_\_\_

in the capacity of \_\_\_\_\_ duly authorized to sign Bids for and on behalf of

---

*(Name of Bidder in Block Capitals)*  
*(Seal)*

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

\_\_\_\_\_  
\_\_\_\_\_

Witness:

Signature:

\_\_\_\_\_

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

Address. \_\_\_\_\_

Occupation \_\_\_\_\_



**A-1**  
**Schedule-A to Bid**

## **PRICE SCHEDULE**

### **Preamble**

1. The Price Schedule shall be read in conjunction with the Conditions of Contract and Employer's Requirements.
2. The Bidder shall quote a fixed lump sum price per Lot in the Price Schedule. Prices quoted for each Lot shall correspond to 100% scope of Bid for each Lot.
3. The total Bid price quoted in the Price Schedule shall be exclusive of all costs of Contractor's plant, labour, supervision, execution, insurance, profit, together with all general risks, liabilities and obligations set out or implied in the Contract which shall be borne by the Bidder. Moreover, the total Bid Price quoted in the Price Schedule for each Lot shall be exclusive of any incidental charges, duties, all taxes including income tax and sales tax, cesses, commissions, fees and other levies, etc., which shall be paid/borne by and/or the liability of the Bidder as per the Applicable Law in relation to the Disposal of Assets.
4. General directions and description of work are not necessarily repeated nor summarized in the Price Schedule. References to the relevant sections of the Bidding Documents shall be made before entering prices against each Lot in the Price Schedule.
5. For the avoidance of doubt, all expenses incurred in connection with deploying labor for handling, lifting, removal, loading, weighing and transportation of Assets under the respective lot shall be borne by the successful Bidder.

**Price Schedule**

<b>Serial No.</b>	<b>Description of Lot</b>	<b>Reserve Price (PKR)</b>	<b>Lump sum Bid Price and currency(Excluding All Taxes)</b>
1.	<b>Lot-1:</b>	1,813,941,846	

## PROPOSED ACTIVITY SCHEDULE

The whole of the Disposal of Assets for each Lot shall be completed within the time for completion stated as hereunder:

Description	Time for Completion (Months)
Disposal of Assets	Lot-1: 10 Months

*[The Bidder shall provide, its Proposed Activity Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete each work item in such a manner that his proposed programme for completion of the whole of the Disposal of Assets may meet Employer's completion target in days noted above and counted from the Commencement Date (Attach sheets as required for the specified form of Disposal Plan/Schedule)]*

*Note: The Bidder shall submit its Proposed Activity Schedule for each Lot separately.*

## **METHOD OF PERFORMING THE DISMANTLING & DISPOSAL WORK**

*[The Bidder is required to submit a narrative outlining the method of performing the disposal work. The narrative should indicate in detail and include but not be limited to:*

In this form, the Bidder shall provide its Organization Chart indicating all positions that will be employed in Head Office, Site Office, etc., (whichever applicable) including the key positions. Bidder shall also mention the job description of each key position.

The Bidder is required to submit a narrative outlining the method of performing the Disposal work. The narrative should indicate in detail and include but not be limited to:

- The sequence and methods in which he proposes to carry out the Disposal work, including the number of shifts per day and hours per shift, he expects to work.
- The procedure for dismantling of equipment and transportation of equipment and materials from the site.
- The Bidder shall provide description of his construction camp's facilities and staff housing requirements.
- The Bidder shall submit comprehensive and concise Health, Safety and Environmental (HSE) Plan that outlines the health, safety and environmental procedures to be implemented during the execution of work at the Project Site.

## **LIST OF MAJOR EQUIPMENT**

*[The Bidder will provide on Sheet D-2 of this Schedule a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the Disposal of Assets. The information shall include make, type, capacity, and anticipated period of utilization for all equipment.]*

*The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment.]*

**LIST OF MAJOR EQUIPMENT  
Owned, Purchased or Leased**

<b>Owned Purchased or Leased</b>	<b>Description of Unit (Make, Model, Year)</b>	<b>Capacity HP Rating</b>	<b>Condition</b>	<b>Present Location or Source</b>	<b>Date of Delivery at Site</b>	<b>Period of Work on Project</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
a. Owned						
b. To be Purchased						
c. To be arranged on Lease						

## LIST OF MAJOR EQUIPMENT

### Equipment details

The Bidder shall provide adequate information and details to demonstrate clearly that it has the capability to carry out the Works at Site, including number of each kind, make, type, capacity of all equipment, working condition, which shall be deployed by him for the Works including requirements indicated in Employer's Requirement, using the Forms below. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	
The following information shall not be applicable for equipment owned by the Bidder		
Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

**ORGANIZATION CHART  
FOR THE  
SUPERVISORY STAFF AND LABOUR**



**F-1**  
**SCHEDULE – F TO BID****PROPOSED**  
**SUBCONTRACTORS**

The Bidder will do the work with his own forces except the work listed below which he intends to sub-contract.

<u>Items of Work to be Sub-Contracted</u>	<u>Name and address of Sub-Contractor</u>	<u>Statement of similar works previously executed (attach evidence)</u>
---	---	---

**Note:**

1. No change of Sub-Contractor shall be made by the bidder without prior approval of the Employer.
2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the Bidder. The Employer's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.
3. Statement of similar works shall include description, location & value of work, year completed and name & address of the clients.
4. Notarized English translation shall also be attached if any document is not in English language.
5. All documents shall reflect experience of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries or affiliates.

**INTEGRITY PACT**  
**DECLARATION OF FEES, COMMISSION AND BROKERAGE, ETC.**  
**PAYABLE BY THE BIDDERS/CONTRACTORS OF GOODS, SERVICES & WORKS IN**  
**CONTRACTS WORTH PAK. RS. 10.00 MILLION OR MORE**

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

Dated \_\_\_\_\_

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

Contract Title: As stated in Letter of Price Bid

..... [Name of Bidder/Contractor] 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 (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of Bidder/ Contractor] represents and warrants that it has fully declared the brokerage, commission, fees 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 consultation 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 Bidder/Contractor] 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, representation or warranty.

[Name of Bidder/Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts 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 rights 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 Bidder/Contractor] 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 time the sum of any commission, gratification, bribe, finder’s fee or kickback given by [name of Bidder/Contractor] 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.

Name of Employer: .....

Name of Bidder/Contractor: .....

Signature: .....

Signature: .....

[Seal]

[Seal]

# **STANDARD FORMS**

**BS-1****FORM OF BID SECURITY**

Security Executed on \_\_\_\_\_  
(Date)

Expiry on \_\_\_\_\_  
(Date)

Name of Surety with Address: \_\_\_\_\_

Name of Principal (Bidder) with Address \_\_\_\_\_

Penal Sum of Security PKR \_\_\_\_\_ (Pak Rupees \_\_\_\_\_ )

Bid Reference No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto \_\_\_\_\_  
(hereinafter called the 'Employer') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated \_\_\_\_\_ for \_\_\_\_\_  
(Particulars of Bid and/or description of the Lot) to the said Employer; and

- (1) WHEREAS, the Employer has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum to the Employer, conditioned as under: that the Bid Security shall remain in force for a period fourteen (14) days beyond the Bid Validity date i.e., upto \_\_\_\_\_.
- (2) that the Bid Securities of the Bidders except the highest three will be returned by the Employer within twenty eight (28) days from the opening of Bids, provided a Bidder request for the return of its Bid Security, or on the expiry of original validity of Bid Security or as extended, whichever is earlier;
- (3) that the Bid Security of the highest three Bidders comprising the successful Bidder will be returned when the successful Bidder has furnished the required Performance Security; and
- (4) that in the event of failure of the successful Bidder to furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to IB.14 and IB.29 of the Instructions to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time

specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum upon first written demand of the Employer (without cavil or argument) and without requiring the Employer to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Employer by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the Employer shall decide, whether the Principal (Bidder) has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

IN WITNESS WHEREOF, the above bounden Surety has executed the instrument under its seal on the date indicated above, the name and seal of the Surety being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

SURETY  
(Scheduled Bank)

WITNESS:

1. \_\_\_\_\_  
\_\_\_\_\_  
Corporate Secretary (Seal)

2. \_\_\_\_\_  
\_\_\_\_\_  
Name, Title & Address

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_  
Corporate Guarantor (Seal)

**FORM OF PERFORMANCE SECURITY (Bank Guarantee)**

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

Expiry date \_\_\_\_\_

[Letter by the Guarantor to the Employer]

Name of Guarantor with address: \_\_\_\_\_

\_\_\_\_\_

Name of Principal (Contractor) with address: \_\_\_\_\_

\_\_\_\_\_

Penal Sum of Security (*express in words and figures*) \_\_\_\_\_

\_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the \_\_\_\_\_ (hereinafter called the Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter of Acceptance for \_\_\_\_\_

\_\_\_\_\_ (*Name of Contract*) for the \_\_\_\_\_

\_\_\_\_\_ (*Name of Project*).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue, including thirty (30) days following the date of completion of the Contractor's performance obligations under the Contract, as to be certified by the Employer by issuance of the Completion Certificate.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, \_\_\_\_\_ (the Guarantor), waiving all objections and defense under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments

**PS-2**

and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall decide, whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**Guarantor**  
(Scheduled Bank)

WITNESS:

1. \_\_\_\_\_  
\_\_\_\_\_  
Corporate Secretary (Seal)

2. \_\_\_\_\_  
\_\_\_\_\_  
Name, Title & Address

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_  
Corporate Guarantor (Seal)

LOA-1

## Letter of Acceptance

*[Letterhead paper of the Employer]*

NAME OF CONTRACT: \_\_\_\_\_ CONTRACT NUMBER: \_\_\_\_\_

TO : \_\_\_\_\_

Date: \_\_\_\_\_ Your Reference: \_\_\_\_\_

Our Reference: \_\_\_\_\_

We thank you for your Bid dated \_\_\_\_ for the Disposal of Assets (*insert Lot No.*) comprising the above-named Contract, all in conformity with the terms and conditions contained in the Contract.

We have pleasure in accepting your Bid for the Contract Price of:

\_\_\_\_\_  
[currency and amount in figures]

We acknowledge that this Letter of Acceptance creates a binding Contract between us, and we undertake to fulfill all our obligations and duties in accordance with the terms of this Contract.

You are hereby required to furnish the Performance Security in the form and the amount in accordance with Sub-Clause IB.29.1 within a period of fourteen (14) days after the receipt of Letter of Acceptance.

You shall depute your authorized representative with Power of Attorney to sign the Contract Agreement in the office of the undersigned within fourteen (14) days from the date of furnishing of acceptable Performance Security pursuant to Sub-Clause IB.30.

Please acknowledge receipt and confirm your acceptance of this Letter of Acceptance being sent in duplicate, by affixing your signature and stamp at the space provided below, and return one copy thereof as soon as possible but not later than three (3) days from the date of issuance of this Letter of Acceptance.

Kind Regards,

For and on behalf of  
**Jamshoro Power Company Limited (JPCL)**

(.....)



Received and Accepted:

For and on behalf of

**M/s** .....

(the Contractor)

Signature: \_\_\_\_\_

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

Designation: \_\_\_\_\_

Stamp: \_\_\_\_\_

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

**FORM OF CONTRACT AGREEMENT**

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the \_\_\_\_\_ day of \_\_\_\_\_ (month) 2025\_\_\_ between, \_\_\_\_\_ (hereinafter called the "Employer") of the one part and \_\_\_\_\_ (hereinafter called the "Contractor") of the other part.

WHEREAS the Employer is desirous that certain Assets, viz., *[insert Lot No. and details]* \_\_\_\_\_ should be disposed of by the Contractor and has accepted a Bid by the Contractor for the Disposal of such Assets.

NOW this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents, in the order of priority, after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement:
  - a) This Contract Agreement;
  - b) The Letter of Acceptance;
  - c) The Particular Conditions;
  - d) The General Conditions;
  - e) The Letters of Bid (Letter of Technical Bid & Letter of Price Bid);
  - f) Employer's Requirements;
  - g) The Completed Schedules to Bid including Price Schedule;
  - h) The JV Agreement (if the Contractor is a JV); and
  - i) [Employer to insert any other documents forming part of the Contract].

The addenda/corrigenda, if any, (excluding part relating to Instructions to Bidders along with Bidding Data) shall be deemed to have been incorporated at the appropriate places in the "Documents forming the Contract".

3. The Contractor hereby covenants to pay the Employer, in consideration of the Disposal of Assets as per provisions of the Contract, the Contract Price or such other sumas may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. In consideration of the payments to be made by the Contractor to the Employer as hereinabove mentioned, the Employer hereby covenants with the Contractor to hand over the Assets for Disposal in conformity with the provisions of the Contract.

**CA-2**

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

\_\_\_\_\_  
Signature of Contactor

\_\_\_\_\_  
Signature of Employer

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

Signed, Sealed and Delivered in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Name, Title and Address)

\_\_\_\_\_  
(Name, Title and Address)

# **CONDITIONS OF CONTRACT**

**Part-I**  
**GENERAL CONDITIONS OF CONTRACT**

## **Part-I: General Conditions of Contract**

### **Table of Clauses**

1. Definitions
2. Precedence of Documents in Interpretation
3. Governing Language
4. Applicable Law
5. Standards
6. Notices
7. Assets for Disposal
8. Assets Location
9. Country of Destination
10. Restrictions on End-users and Exports
11. Packing
12. Insurance
13. Warranty
14. Schedule of Requirements and Transfer of Assets
15. Transfer of Intellectual Property Rights
16. Performance Guarantee
17. Incidental Services and Costs
18. Contract Price
19. Taxes and Duties, etc.
20. Payments and Schedule of Payments
21. Variation in the Assets for Disposal
22. Contract Amendment
23. Assignment
24. Subcontracts
25. Delays in Contractor's Performance

26. Liquidated Damages
27. Transfer Deed
28. Termination of Contract
29. Use of Contract Documents and Information; Inspection and Audit by the Employer
30. Force Majeure
31. Resolution of Disputes
32. Security of the Contractor's Personnel
33. Compliance with Laws
34. Completion Certificate
35. Appointment of Assistants/Firm
36. Festivals and Religious Customs
37. Funeral Arrangements
38. Confidentiality
39. Labor Laws
40. Child Labor
41. Minimum Wages

## Part-I

### General Conditions of Contract

Clause Title	Clause No.	Description of Clause
<b>1. Definitions</b>	1.1	<p>In this contract, the following terms shall be interpreted as indicated below:</p> <ul style="list-style-type: none"> <li>a. <b>“Assets”</b> mean the Assets to be disposed of as stated in the Employer’s Requirements.</li> <li>b. <b>“Bidder”</b> means any person or persons, company, corporation, firm or joint venture submitting a Bid.</li> <li>c. <b>“Contract”</b> means these Conditions (Parts I and II), the Employer’s Requirements, the Price Schedule, Schedules to Bid, the Letters of Bid, the Letter of Acceptance, the Contract Agreement and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement.</li> <li>d. <b>“Contract Price”</b> means the sum stated in the Letter of Acceptance as payable to the Employer by the Contractor for the Disposal of Assets in accordance with the provisions of the Contract.</li> <li>e. <b>“Contractor”</b> means the person whose Bid has been accepted by the Employer and the legal successors in title to such person, but not (except with the consent of the Employer) any assignee of such person.</li> <li>f. <b>“Commencement Date”</b> means the date for commencement under the respective Lot for Disposal of Assets which shall be the date of issue of the Employer’s Order to Commence which shall be issued within seven (7) days after the following conditions have been fulfilled by both Parties: <ul style="list-style-type: none"> <li>i. This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor.</li> <li>ii. The Contractor has submitted to the Employer the Performance Security acceptable to the Employer.</li> <li>iii. The Employer has received the 100% payment of the Contract Price from the Contractor of the respective Lot.</li> </ul> </li> </ul>



		<p>g. <b>“Days”</b> means a calendar day.</p> <p>h. <b>“Disposal”</b> means the divestiture of the Public Asset and other rights of the Employer by its sale and transfer of title.</p> <p>i. <b>“Employer”</b> means the person named as such in Part II of these Conditions and the legal successors in title to such person, but not (except with the consent of the Contractor) any assignee of such person, as specified in the PCC.</p> <p>j. <b>“Employer’s Country”</b> is the country named as such in the PCC.</p> <p>k. <b>“In writing”</b> means communicated in written form and delivered against receipt.</p> <p>l. <b>“Letter of Acceptance (LOA)”</b> means a letter issued by the Employer to the Successful Bidder, whereby it is conveyed that the bid submitted by the Successful Bidder has been accepted.</p> <p>m. <b>“Project”</b> refers to the particular project, as specified in the PCC.</p> <p>n. <b>“Project Site”</b> means the place or places, where the Project is located, as specified in the PCC.</p> <p>o. <b>“Reserve Price”</b> means the minimum acceptable price of the Assets for Disposal determined by the Employer, in a prescribed manner.</p> <p>p. <b>“Singular words”</b> also refer to plural words of the kind and vice versa, except where the context requires otherwise.</p> <p>q. <b>“Transfer of Assets”</b> means changing the ownership or other rights in an asset from the Employer to the Contractor.</p>
	1.2	Words importing persons or parties shall include firms and corporations and any organization having legal capacity.
<p><b>2. Precedence of Documents in Interpretation</b></p>	2.1	<p>The several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Employer who shall thereupon issue to the Contractor instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows:</p> <p>a) This Contract Agreement;</p> <p>b) The Letter of Acceptance;</p>

		<p>c) The Particular Conditions;</p> <p>d) The General Conditions;</p> <p>e) The Letters of Bid (Letter of Technical Bid &amp; Letter of Price Bid);</p> <p>f) Employer's Requirements;</p> <p>g) The completed Schedules to Bid including Price Schedule;</p> <p>h) The JV Agreement (if the Contractor is a JV); and</p> <p>i) Any other documents forming part of the Contract other documents forming part of the Contract.</p> <p>The addenda/corrigenda, if any, (excluding part relating to Instructions to Bidders along with Bidding Data) shall be deemed to have been incorporated at the appropriate places in the "Documents forming the Contract".</p>
<b>3. Governing Language</b>	3.1	The Contract shall be written in the language specified in the PCC. All correspondence and other documents about the Contract which are to be exchanged by the parties to the Contract shall be written in the same language. However, for the supporting technical documents and printed literature furnished in the bidding process in another language, provided the same are accompanied by an accurate translation of the relevant passages in the Governing Language, the translation shall govern.
<b>4. Applicable Law</b>	4.1	The Contract shall be governed and interpreted following the laws as specified in the PCC.
<b>5. Standards</b>	5.1	The Contractor shall ensure the application of such professional standards in all activities and operations undertaken under the Contract, as specified in the PCC. Such standards shall be the latest issued by the concerned national or international institutions.
	5.2	Without prejudice to the application of other standards, the Contractor shall ensure the application of all essential environmental and related sociocultural safeguards in all activities and operations undertaken under the Contract.
<b>6. Notices</b>	6.1	Any notice given by one party to the other according to the Contract shall be sent to the other party in writing by a registered post, or other digital means, followed by confirmation in writing on the address, as specified in the PCC.
<b>7. Assets for Disposal</b>	7.1	The Assets for disposal under the Contract will be as stated in the "Employer's Requirements".
<b>8. Assets Location</b>	8.1	The Assets' location(s) shall be the place(s) where the Assets to be disposed of are located, as specified in the "Employer's Requirements".
<b>9. Country of Destination</b>	9.1	The Assets to be disposed of under the Contract shall not be exported, directly or indirectly, to any country or territory, which has no trade relations with or has been on the negative list for exports from Pakistan, or placed under international

		sanctions for trade, as specified in the PCC.
<b>10. Restrictions on End-users and Exports</b>	10.1	The Employer shall impose restrictions on end-users and exports of the items disposed of, as specified in the PCC. The Successful Bidder shall have the capability to implement the restrictions in accordance with the affidavit furnished by the Contractor to this effect.
<b>11. Packing</b>	11.1	The Contractor shall be responsible for and shall comply with packing requirements for the assets for disposal, as specified in the PCC.
	11.2	The Contractor shall be responsible for and shall comply with labeling, marking, and documentation requirements, within and outside the packing for the assets for disposal, as specified in the PCC.
<b>12. Insurance</b>	12.1	The Contractor shall be responsible for the insurance requirements specified in the PCC. Failure to comply with this condition shall be sufficient grounds for termination of the Contract, with forfeiture of the Performance Security.
<b>13. Warranty</b>	13.1	The Assets disposed of shall be handed over to the Contractor on “as is where is” basis, and free from any warranty whatsoever.
<b>14. Schedule of Requirements and Transfer of Assets</b>	14.1	The Schedule of Requirements for the transfer and Disposal of Assets under the Contract is specified in the “Employer’s Requirements”. The Contractor shall have full responsibility for and shall bear all risk and cost associated with, the transfer and Disposal of assets, including collection, dismantling, conversion, removal, loading, and transportation or any other step or actions needed.
	14.2	The Contractor shall take over and remove the Assets as per schedule after the requisite payment for the Assets have been received by the Employer.
	14.3	The Contractor shall contact the designated person of the Employer to arrange for taking over and removal of the Assets as per the schedule, as specified in the PCC.
	14.4	The Contractor shall sign and deliver a handing/taking over note of the Assets, at the time of transfer of the assets.
	14.5	The Employer shall hand over the documents to the Contractor about the assets disposed of, as specified in the Employer’s Requirements.
<b>15. Transfer of Intellectual Property Rights</b>	15.1	The intellectual property rights (designs, schemes, specifications, schematics, software, data, patents, trademarks, copyrights, trade secrets, knowhow etc.) associated with the Assets for disposal shall not be part of the Assets disposed of and transferred to the Contractor.
<b>16. Performance Security</b>	16.1	The Contractor shall furnish to the Employer a Performance Security, denominated in the currency of the Contract or any freely convertible currency, in the amount and on the Form, and within the time from the date of issue of the Letter of Acceptance, as specified in the PCC.
	16.2	The proceeds of the Performance Guarantee shall be payable to the Employer as compensation for any loss resulting from the Contractor’s failure to complete its obligations under the Contract.

	16.3	The Performance Guarantee will be discharged by the Employer and returned to the Contractor not later than thirty (30) days following the date of completion of the Contractor's performance obligations under the Contract as confirmed by issuance of the Completion Certificate.
<b>17. Incidental Services and Costs</b>	17.1	<p>The Contractor shall be required to provide any or all of the following incidental services, on its risk and cost, as specified in the PCC:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site activities at assets location and associated operations;</li> <li>b. furnishing of tools and equipment required for on-site activities at Assets Location and associated operations;</li> <li>c. provision and training of the staff and workforce needed for on-site activities at the Assets' Location and associated operations; and</li> <li>d. any other incidental item, depending on the nature of assets and mode of disposal.</li> </ol>
<b>18. Contract Price</b>	18.1	The Contract Price for the performance under the Contract shall not vary from the Contract Price mentioned in the Letter of Acceptance, subject to the addition of delay damages or fines imposed, following other provisions of the Contract, and permissible adjustments, as specified in the PCC.
<b>19. Taxes and Duties etc.</b>	19.1	The total Bid price quoted in the Price Schedule shall be exclusive of all costs of Contractor's plant, labour, supervision, execution, insurance, profit, together with all general risks, liabilities and obligations set out or implied in the Contract which shall be borne by the Bidder. Moreover, the total Bid Price quoted in the Price Schedule for each Lot shall be exclusive of any incidental charges, duties, all taxes including income tax and sales tax, cesses, commissions, fees and other levies, etc., which shall be paid/borne by and/or the liability of the Bidder as per the Applicable Law in relation to the Disposal of Assets.
<b>20. Payments and Schedule of Payments</b>	20.1	The Contractor shall pay to the Employer the Contract Price in lump-sum, or installments by the scheduled dates and in the specified manner, as per the Schedule of Payments specified in the PCC.
	20.2	In case of delay in the payment(s) by the Contractor to the Employer, under the Contract or any part thereof, within the agreed period specified in the Contract, the Employer will impose an interest on the Contractor for the period of the delay at a rate, as specified in the PCC.
	20.3	The currency of payment will be the same in which the Contract Price has been agreed.
<b>21. Variation in the Assets for Disposal</b>	21.1	The Employer shall not make any changes in the number and quantity of the Assets for disposal from that specified in the "Employer's Requirements" subject to GCC 22.1.

<b>22. Contract Amendment</b>	22.1	Any variation in or modification of the terms of the Contract shall only be made upon a written amendment signed by the parties to the Contract.
<b>23. Assignment</b>	23.1	The Contractor shall not assign, in whole or in part, its obligations to perform under the Contract, unless such assignment is permitted in the PCC. The assignment shall be subject to the prior written consent of the Employer.
<b>24. Subcontracts</b>	24.1	The Contractor shall not subcontract any part of its obligations to perform under the Contract to a subcontractor unless such subcontracting is permitted in the PCC. The subcontracting shall be subject to the prior written approval of the Employer, and shall not relieve the Contractor from any liability or obligation under the Contract.
	24.2	The subcontractor shall be bound, <i>mutatis mutandis</i> , by the terms and conditions of the Contract, to the extent of the scope of the sub-contract.
<b>25. Delays in Contractor's Performance</b>	25.1	The Contractor shall be bound to perform all obligations under the Contract, including the disposal activities and payment(s) to the Employer, in the stipulated time or schedule specified in the Contract.
	25.2	If at any time during the performance of the Contract, the Contractor or its subcontractor, if allowed, should encounter conditions impeding timely performance under the Contract, the Contractor shall promptly notify the Employer in writing of the fact of the delay, its likely duration and its causes. As soon as practicable after receipt of the Contractor's notice, the Employer shall evaluate the situation and may at its discretion extend the Contractor's time for performance, without the imposition of delay damages.
	25.3	Any delay by the Contractor in the performance of its obligations from the stipulated time or schedule described in the Contract shall render the Contractor liable to imposition of delay damages according to GCC Clause 26.1 unless an extension of time is agreed upon according to GCC Clause 25.2.
<b>26. Delay Damages</b>	26.1	If the Contractor fails to perform its obligation under the Contract or any part thereof within the period specified in the Contract, the Employer shall, without prejudice to its other remedies under the Contract, impose on the Contractor, as delay damages, a sum equivalent to the percentage of the Contract Price or unperformed portion of the Contract if practicable so, per day or week or month of delay as deemed appropriate, subject to a certain maximum limit, until the performance is fully restored, as specified in the PCC. Once the maximum limit is reached, the Employer will be entitled to proceed with the termination of the Contract according to GCC Clause 28.
<b>27. Transfer Deed in shape of Sale Certificate</b>	27.1	<p>The transfer deed for the Assets disposed of, if any, will be executed on full payment of the Contract Price and other dues and subject to fulfillment of any other conditions required to be fulfilled before such transfer as specified in the PCC.</p> <p>The Transfer Deed shall be in a format that is acceptable to the Employer and in case of any conflict between the terms of the</p>

		Transfer Deed and this Contract, the terms of this Contract shall prevail.
	27.2	Consequent upon payment of the full Contract Price and signing of the Transfer Deed, the title to and possession of the Assets shall transfer to the Contractor. After the transfer of the Assets, the Contractor will have no recourse to the Employer or any other person involved in the Disposal of the assets. The Contractor shall upon acquisition of the Assets, abide by all applicable bylaws, rules, and regulations about the dismantling, handling, removal, storage and Disposal of the Assets, as may be amended from time to time, and while pursuing any development options, seek formal approval of the concerned development/regulatory authority.
<b>28. Termination of Contract</b>	28.1	<p>The Employer, without prejudice to any other remedy for breach of the Contract, by written notice of default sent to the Contractor, may terminate the Contract in whole or in part, if the Contractor:</p> <ul style="list-style-type: none"> <li>a) fails to perform its obligations within the period specified in the Contract, or within any extension thereof granted by the Employer according to GCC Clause 25.2; or</li> <li>b) fails to perform any other obligation under the Contract, including under GCC Clauses 12.1 and 26.1; or</li> <li>c) engages in corrupt or fraudulent practices in competing for or in executing the Contract, in the judgment of the Employer.</li> </ul>
	28.2	The Employer may at any time terminate the Contract by giving written notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In this event, the termination will be without any compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Employer.
	28.3	The Employer, by a written notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the Employer's convenience, the extent to which the performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.
	28.4	In the event the Employer terminates the Contract in whole or in part, according to GCC Clauses 28.1, 28.2, or 28.3, the Employer shall take over the assets disposed of under the Contract present at the location of the assets and may dispose of it, upon such terms and in such manner as it deems appropriate. In the case of termination under Clauses 28.1 and 28.2, the Contractor shall be liable to the Employer for any loss incurred in this process, besides other penalties and blacklisting. The losses in such cases shall be recoverable from the Performance Security as well as through other legal means. In the case of

		termination under Clause 28.3, the Performance Security shall be returned to the Contractor, subject to outstanding adjustments, if any.
	28.5	In case the Contract is partly terminated, the Contractor shall continue the performance of the Contract to the extent not terminated.
<b>29. Use of Contract Documents and Information; Inspection and Audit by the Employer</b>	29.1	The Contractor shall not, without the Employer's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Employer in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for such performance.
	29.2	The Contractor shall not, without the Employer's prior written consent, make use of any document or information referred to in the GCC Clause 2.1, except to perform the Contract.
	29.3	Any document, other than the Contract itself, referred to in the GCC Clause 2.1 shall remain the property of the Employer, and the documents and all copies thereof shall be returned to the Employer on completion of the Contractor's performance under the Contract.
	29.4	The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Employer if so required.
<b>30. Force Majeure</b>	30.1	Notwithstanding the provisions of GCC Clauses 25, 26 and 28, the Contractor shall not be liable for forfeiture of its Performance Security, delay damages, or termination for default if and to the extent that its delay in performance or other failures to perform its obligations under the Contract is the result of an event of Force Majeure.
	30.2	For this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and is not foreseeable. Such events may include but are not restricted to, acts of government in its sovereign capacity, wars or revolutions, fires, earthquakes, hurricanes, floods, epidemics, pandemics, quarantine restrictions, terrorism, explosions, strikes, and freight embargoes.
	30.3	If a Force Majeure situation arises, the Contractor shall promptly notify the Employer in writing of such condition and the causes thereof. Unless otherwise directed by the Employer in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
<b>31. Resolution of Disputes</b>	31.1	In case any dispute or difference of any kind whatsoever arises between the Employer and the Contractor in connection with or arising out of the Contract, the parties will make every effort to resolve amicably such dispute or difference by mutual consultation.

	31.2	<p>Any dispute between the Employer and the Contractor as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one party of the other party's request for such amicable settlement may be submitted by either party for settlement in accordance with the provisions of the Arbitration Act, 1940 (Act No. X of 1940) and Rules made thereunder and any statutory modifications thereto. The Venue for arbitration shall be Islamabad, Pakistan.</p> <p>The Contractor shall continue to perform its obligations under the Contract, if reasonably possible, during the arbitration proceedings.</p>
<b>32. Security of the Contractor's Personnel</b>	32.1	<p>The Contractor shall be responsible for the safety and security of their personnel at all times during the period of the Contract. The Contractor shall follow all advice(s) and standard operating procedures issued, from time to time, by the Government of Pakistan, provincial and local government(s), and relevant law enforcement agencies and authorities related to the safety and security of personnel in general, and foreigners in particular. All costs incurred under this provision shall be deemed included in the Contract Price.</p>
<b>33. Compliance with Laws</b>	33.1	<p>The Contractor shall comply with all applicable laws in force in the Employer's Country. The laws will include all national, provincial, municipal, or other laws and are binding upon the Contractor. The Contractor shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Subcontractors and their personnel.</p>
<b>34. Completion Certificate</b>	34.1	<p>The Contractor shall notify the Employer (in writing) to issue the Completion Certificate after the Contractor has satisfactorily performed all his obligations under the Contract including the following:</p> <ol style="list-style-type: none"> <li>a) Dismantling of all Assets.</li> <li>b) Removal of all Assets outside the premises of Plant.</li> <li>c) Removal of Contractor's equipment, temporary facilities, and manpower from the premises of Plant.</li> <li>d) Clearance of site from any hazardous waste, materials etc.</li> </ol> <p>Within 30 calendar days after the delivery of such notice, the Employer shall verify the completion of the disposal works and either issue to the Contractor the Completion Certificate indicating the date on which the disposal works were completed, or specify the damages (if any) and/or outstanding works, which are required to be completed by the Contractor. Upon completion of specified damages (if any) and/or outstanding works, the Contractor shall again notify the Employer in writing for issuance of Completion Certificate.</p>



		The Completion Certificate shall be deemed to constitute completion of the Disposal of Assets.
<b>35. Appointment of Assistants/Firm</b>	35.1	The Employer may appoint any person(s)/firm to assist the Employer in the carrying out of his duties under the Contract. The Employer shall notify to the Contractor the names, duties and scope of authority of such person(s)/firm.
<b>36. Festivals and Religious Customs</b>	36.1	The Contractor shall respect the Employer's Country's recognized festivals, days of rest and religious or other customs.
<b>37. Funeral Arrangements</b>	37.1	The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the works.
<b>38. Confidentiality</b>	38.1	<p>The Parties shall treat as confidential all information received or obtained as a result of or in connection with entering into or performing this Contract:</p> <p>Any information to be disclosed in terms of this Contract to any third party shall only be disclosed after consultation between and with the mutual consent of the Parties in writing by both the Parties. The restriction in this clause shall not apply in respect of the information in question that:</p> <ul style="list-style-type: none"> <li>a) Has been lawfully been obtained, free of any duty of any confidentiality;</li> <li>b) Is already in the public domain, other than a breach of this Clause;</li> <li>c) Is necessarily disclosed because of a statutory obligation or upon order of the competent court of jurisdiction or before any competent body having authority to have disclosure.</li> </ul>
<b>39. Labor Laws</b>	39.1	<p>The Contractor shall comply with all the relevant labor laws applicable to the Contractor's Personnel, including laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.</p> <p>The Contractor shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees and the labor of its Subcontractors.</p>
<b>40. Child Labor</b>	40.1	The Contractor, including its Subcontractors, shall not employ or engage child labour in accordance with relevant law(s) in force in the Employer's Country.

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<b>41. Minimum Wages</b>	41.1	The Contractor shall pay minimum wages set by the government in accordance with relevant law(s) in force in the Employer's Country.
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**Part-II**  
**Particular Conditions of Contract**

**Part-II**  
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**Table of Clauses**

1. Definitions (GCC Clause 1)
2. Governing Language (GCC Clause 3.1)
3. Applicable Law (GCC Clause 4.1)
4. Standards (GCC Clause 7.1)
5. Notices (GCC Clause 6.1)
6. Assets Location (GCC Clause 8.1)
7. Country of destination (GCC Clause 9.1)
8. Restrictions on end-users and exports (GCC Clause 10.1)
9. Packing (GCC Clause 11)
10. Insurance (GCC Clause 12.1)
11. Schedule of Requirements and Transfer of Assets (GCC Clause 14)
12. Transfer of Intellectual Property Rights (GCC Clause 15.1)
13. Performance Guarantee (GCC Clause 16)
14. Incidental Services and Costs (GCC Clause 17.1)
15. Contract Price (GCC Clause 18.1)
16. Payments and Schedule of Payments (GCC Clause 20)
17. Assignment (GCC Clause 23.1)
18. Subcontracts (GCC Clause 24.1)
19. Delay Damages (GCC Clause 26.1)

## Part-II

### Particular Conditions of Contract

#### 1. Definitions (GCC Clause 1)

**GCC 1.1 (i):** The Employer is Jamshoro Power Company Limited (JPCL) represented by Chief Executive Officer.

**GCC 1.1 (j):** The Employer's country is Islamic Republic of Pakistan.

**GCC 1.1 (m):** The Assets of JPCL comprise of the following Lots:

- Lot-1 GTPS Kotri – Unit-01 to Unit-07 (174MW)

**GCC 1.1 (n):** The Project Site is located at the places as described in the Employer's Requirements.

#### 2. Governing Language (GCC Clause 3.1)

The name of the Governing Language: English

#### 3. Applicable Law (GCC Clause 4.1)

The Applicable Law shall be the laws of Islamic Republic of Pakistan.

#### 4. Standards (GCC Clause 5.1)

- ISO 9001: Quality Management Systems
- ISO 14001: Environmental Management Systems
- ISO 45001: Occupational Health and Safety Management Systems
- ISO 22320: Emergency Management — Incident Response
- OSHA Standards: Occupational Safety and Health Administration Guidelines
- NFPA Standards: National Fire Protection Association Guidelines

OR

Equivalent Standards

- Local Environmental Laws and Regulations

#### 5. Notices (GCC Clause 6.1)

Addresses of the parties to the Contract for issuing notices and correspondence shall be:

a) The Employer:

\_\_\_\_\_ *(to be filled in by the Employer as appropriate)*

\_\_\_\_\_

b) The Contractor:

*(to be filled in time of signing of the Contract)*

## 6. Country of destination (GCC Clause 9.1)

The list of the countries, which shall not be the destination for export of the assets to be disposed of under this Contract is: Other than 'Pakistan and Eligible Countries'. Eligible countries are those which have been notified by Ministry of Interior, Government of Pakistan as Business Friendly Countries (BVL); information can be accessed through following link:

<https://visa.nadra.gov.pk/business-visa-list-bvl/>

## 7. Restrictions on end-users and exports (GCC Clause 10.1)

The assets for disposal under this Contract shall be subject to the following restrictions:

**On end-users:** The Assets disposed of or any part thereof shall not be used in the production of food items for human consumption.

**On exports:** The Assets disposed of or any part thereof shall not be exported to other countries mention in PCC 6. The Contractor shall ensure that the obligations in PCC 6 and 7 are also contained in any agreement in respect of the Assets that in enters into with any end-user or third-party.

## 8. Packing (GCC Clauses 11)

**GCC 11.1:** The assets for disposal shall be removed from Assets' Locations in appropriate and safe containers/transport vehicles.

## 9. Insurance (GCC Clause 12.1)

In accordance with the provisions of GCC Sub-Clause 12.1, the Contractor shall at its own expense take out and maintain in effect, during the performance of the Contract, the insurances set forth below. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer. For the deductibles, if any, the Contractor shall indemnify and keep indemnified the Employer for the amount of deductibles provided in the insurance policy.

### Third Party Liability Insurance

The Contractor shall obtain third party liability insurance covering bodily injury or death suffered by third parties (including the Employer's personnel) and loss of or damage to property (including the Employer's property/ the existing plant/equipment/structures other than the Assets to be disposed of under the Contract) occurring in connection with the Contractor's operations regarding Disposal of Assets.

### Workers' Compensation Insurance

The Contractor shall also obtain workers' compensation insurance in accordance with the statutory requirements applicable in the Employer's Country.

### Insurance of Assets

The Contractor may, before commencing the disposal work, obtain insurance on an 'All-Risks' basis, covering the full replacement cost of the Assets to be disposed of, but this is not obligatory.

The Contractor shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies as stated above.

#### **10. Schedule of Requirements and Transfer of Assets (GCC Clause 14)**

**GCC Clause 14.3:** Time for Completion of taking over and removal of the Assets under each Lot shall be as under reckoned from the Commencement Date.

Lot-1: 10 Months

#### **11. Performance Security (GCC Clause 16)**

**GCC Clause 16.1**—The amount of Performance Guarantee shall be ten percent (10%) of the Contract Price, in the form of an unconditional and irrevocable Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan, to be furnished within a period of 14 days after the receipt of Letter of Acceptance.

In case of Joint Venture, the Performance Security shall be in the name of the Joint Venture or in the name of Lead Firm.

#### **12. Incidental Services and Costs (GCC Clause 17.1)**

The Contractor shall be required to provide all of the incidental services, on its risk and cost as mentioned in GCC 17.1.

#### **13. Contract Price (GCC Clause 18.1)**

Permissible adjustments in the Contract Price: None

#### **14. Payments and Schedule of Payments (GCC Clause 20)**

**GCC Clause 20.1** The Contract Price to be paid by the Contractor to the Employer shall be lumpsum amount and shall be paid by the Contractor upfront within seven days after the signing of the Contract Agreement.

**GCC Clause 20.2** Rate of interest shall be KIBOR+3% per annum for Pakistani Rupee and SOFR+3% per annum for foreign currency on the delayed amount.

#### **15. Assignment (GCC Clause 23.1)**

An assignment of the Contract in whole or in part is not permitted.

#### **16. Subcontract (GCC Clause 24.1)**

Subcontracting of the works to be performed under the Contract is permitted.

#### **17. Delay Damages (GCC Clause 26.1)**

The rate of the Delay Damages shall be 0.05% of the Contract Price per day of delay subject to a maximum of 10% of the Contract Price.

#### **18. Transfer Deed (GCC Clause 27.1)**

The Transfer Deed shall be executed in a form acceptable to the Employer after the fulfillment of the following conditions:

- 
- (i) Acceptance of the Bid;
  - (ii) Furnishing of the Performance Security by the Contractor;
  - (iii) Execution of the Contract;
  - (iv) Payment of the Full Contract Price by the Contractor to the Employer;
  - (v) Payment of all taxes, duties, cesses, commissions, fees, etc. required to be paid prior to the transfer of the Assets from the Employer to the Contractor;
  - (vi) NOC from any government/regulatory body or authority, if applicable.



# **EMPLOYER'S REQUIREMENTS**

*Refer to Volume-II*