



JAMSHORO POWER COMPANY LIMITED

TENDER NO. TNCB-33/CFPP/DISPOSAL / 2026

HIRING OF SERVICES OF CONTRACTOR / FIRM

FOR

**DISPOSAL OF FLY ASH, BOTTOM ASH & GYPSUM AS A BY
PRODUCT OF 660 MW, COAL FIRED POWER PLANT JAMSHORO**

NATIONAL COMPETITIVE BIDDING

**SINGLE STAGE ONE ENVELOPE WITH LEAST COST BASED
SELECTION**

JAMSHORO POWER COMPANY LIMITED

JULY-2026



Table of Contents

Section No.	Description	Page No
Section-I	Invitation Notice	03
Section-II	Instruction to Bidder / Proposer	04-20
Section-III	Bid / Proposer Data Sheet	21-22
Section-IV	Eligibility and Qualification Criteria	23-27
Section-V	General Conditions of Contract	25-38
Section-VI	Special Conditions of Contract	39-42
Section-VII	Letter and Schedules of Bid/Proposal	43-58
Section-VIII	Schedule of Requirements / Scope of Services	59-64
Section-IX	Standard Forms	65-72



SECTION-I

INVITATION NOTICE

TENDER NO. TNCB-33/CFPP/DISPOSAL / 2026

**HIRING OF SERVICES OF CONTRACTOR / FIRM FOR DISPOSAL OF FLY ASH,
BOTTOM ASH & GYPSUM AS BY PRODUCT OF 660 MW, CFPP JAMSHORO**

**NATIONAL COMPETITIVE BIDDING
SINGLE STAGE-ONE ENVELOP BIDDING PROCEDURE
WITH LEAST COST BASED SELECTION**

1	Scope	Hiring Services of Contractor / Firm for the disposal of Fly ash, Bottom ash and Gypsum from 660 MW Coal Fired Power Plant, JPCL Jamshoro
2	Eligibility of Bidders	i) Registered in FBR-Active Tax Payer ii) Registered in Sindh Revenue Board.-Active Tax Payer iii) Not de bared / Blacklisted The bidder shall submit documentary evidence.
3	Bidding Procedure	Bidding shall be conducted on Single Stage –One Envelope Procedure as per PPRA Rules. The evaluation will be based Leas Cost Based Selection to select as “Most Advantageous Proposer/Bidder”
4	Submission	Electronic Submission through EPAD
5	Closing Date and Time of submission of Bid	On or Before 11.00 hrs 5 th August-2026
6	Date and Time of Opening	At 11.30 hrs on 5 th August-2026
7	Pre-Bid Conference	Pre-Bid Conference will be held on 22 nd July-2026 at 12.00 Noon in conference Room 1 st Floor Admn Building JPCL Jamshoro.
8	Availability of Documents	The document are available on EPADs and can be downloaded from PPRA Website through EPADs
9	Bid Security	PKR- 2,000,000/- (Rupees Two Millions)
10	Bid Validity	90 Days after opening of the Proposal
11	Rejection of Bid	JPCL reserve the right to reject the bid at any stage prior to award by following Rule-33 of Public Procurement Rules-2004
12	Contact Details	For any query please contact the officer address given below; Phone-022-9213717

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



SECTION-II

INSTRUCTION TO BIDDER

A. GENERAL



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IB-1 Scope of Proposal

The Procuring Agency (PA), as indicated in the Bid Data Sheet, (BDS) invites Bids for the “Disposal of Fly Ash, Bottom Ash and FGD Gypsum on aggregate Charge, “Rupees/Ton” from 660MW CFPP Jamshoro and dumping in compliance with SEPA guidelines on designated sites/facilities outside plant boundaries on single responsibility basis” specified in the BDS and in Section VII- “Schedule of Requirements& Scope of works”. The name, identification and number of items/deliverables are provided in the BDS . Open Competitive Bidding using Single Stage Two Envelope procedure shall be used. The successful Service providers will be expected to provide the services within the specified period and timeline(s) as stated in the BDS.

IB-2 Source of Funds

JPCL own resources.

IB- 3 Eligible Service Providers

- 3.1 A Service provider/Bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign Eligible country (Except India & Israel), or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of the contract.
- 3.2 (The limit on the number of members of JV or Consortium or Association may be prescribed in BDS, in accordance with the guidelines issued by the PPRA).The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.
- 3.3 A verifiable copy of the agreement that forms joint venture, consortium or associations shall be required to be submitted as part of the Proposal.
- 3.4 Any Proposal submitted by the Joint Venture, Consortium or Association shall indicate the part of the proposed contract to be performed by each party and each party shall be evaluated with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior



JAMSHORO POWER COMPANY LIMITED

written approval of the Procuring Agency and in line with any instructions issued by the Authority.

- 3.5 Invitation for proposal is open to all prospective service providers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business.
- 3.6 Foreign Service Providers/Bidder must be locally registered with the appropriate national incorporating body or the statutory body, before participating in the national / international competitive tendering with the exception of such procurements made by the foreign missions of Pakistan. For such purpose the service provider must have to initiate the registration process before the Proposal submission and the necessary evidence shall be submitted to the procuring agency along with their Proposal, however, the final award will be subject to the complete registration process.
- 3.7 A Service Provider shall not have a conflict of interest. All Service Provider found to have a conflict of interest shall be disqualified. A Service Provider may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:
 - (a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Proposal.
 - (b) have controlling shareholders in common; or
 - (c) receiver have received any direct or indirect subsidy from any of them; or
 - (d) have the same legal representative for purposes of this Proposal; or
 - (e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Proposal of another Service Provider, or influence the decisions of the Procuring Agency regarding this Bidding process; or
 - (f) Submit more than one Proposal in this Bidding process.
- 3.8 A Service Provider may be ineligible if –



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| | | (a) | he is declared bankrupt or, in the case of company or firm, insolvent. |
| | | (b) | payments in favor of the Service Provider is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property; |
| | | (c) | legal proceedings are instituted against such Service Provider - involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property; |
| | | (d) | the Service Provider is convicted, by a final judgment, of any offence involving professional conduct; |
| | | (e) | the Service Provider is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of proposal securing declaration. |
| | | (f) | The firm, service provider and contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them |
| | 3.9 | | Service Provider shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively. |
| | 3.10 | | Service Provider shall provide such evidence of their continued eligibility to the satisfaction of the Procuring Agency, as the Procuring Agency shall reasonably request. |
| IB-4 | One Proposal per Service Provider | 4.1 | A Service Provider shall submit only one Proposal, in the same bidding process, either individually as a Service Provider or as a member in a joint venture or any similar arrangement. |
| | | 4.2 | No Service Provider can be a sub-contractor while submitting a proposal individually or as a member of a joint venture in the same Bidding process. |
| IB-5 | Cost of Bidding | 5.1 | The Service Provider shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |

B- BIDDING /RFP DOCUMENTS



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IB-6	Contents of Bidding Documents	6.1	The Bidding Documents are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB-8. a) Invitation Notice. b) Instructions to Service Provider /Bidder; c) Proposal/Bid Data Sheet; d) Eligibility Criteria and Qualification Criteria; e) Letters of Bid (Letter of Technical Bid & Letter of Price Bid); f) Standard Forms: i) Form of Bid Security; ii) Letter of Acceptance; iii) Form of Contract Agreement; iv) Form of Performance Security. g) General Conditions of Contract (GCC); h) Special Conditions of Contract (SCC); and i) Schedule of Requirements. j) Integrity Pact.
IB-7	Clarification of Bidding Documents	7.1	A prospective Service provider requiring any clarification of the RFP documents may notify the Procuring Agency in writing or in electronic form that provides a record of the content of communication at the Procuring Agency's address indicated in the BDS.
		7.2	The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in IB-17. However, this clause shall not apply in case of alternate methods of Procurement.
		7.3	Copies of the Procuring Agency's response will be forwarded to all identified Prospective Service providers through an identified source of communication, including a description of the inquiry, but without identifying its source. In case of downloading of the RFP document from the website of PA, the response of all such queries will also be available on the same link available at the website.
		7.4	Should the Procuring Agency deem it necessary to amend the RFP document as a result of a clarification, it shall do so following the procedure under IB-8.
		7.5	If indicated in the BDS, the Service provider's designated representative is invited at the Service provider's cost to attend a pre-proposal meeting at the place, date and time



JAMSHORO POWER COMPANY LIMITED

mentioned in the BDS. During this pre-proposal meeting, prospective Service providers may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the bidding document.

- 7.6 Minutes of the pre-Proposal meeting, if applicable, including the text of the questions asked by Service providers, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Service providers who have obtained the RFP documents. Any modification to the RFP documents that may become necessary as a result of the pre-Proposal meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to IB- 8. Non- attendance at the pre-Proposal meeting will not be a cause for disqualification of a Service provider.

IB-8 Amendment of Bidding Documents

- 8.1 Before the deadline for submission of Proposals, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Service provider or pre-proposal meeting may modify the bidding documents by issuing addenda.

- 8.2 Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to IB- 6.1 and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the service providers who have obtained the bidding documents from the Procuring Agency. The Procuring Agency shall promptly publish the Addendum at the Procuring Agency's web page identified in the BDS:

Provided that the service provider who had either already submitted their proposal or handed over the proposal to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed proposal and submit the revised proposal prior to the original or extended proposal submission deadline.

- 8.3 To give prospective Service providers reasonable time in which to take an addendum/corrigendum into account in preparing their Proposals, the Procuring Agency may, at its discretion, extend the deadline for the submission of Proposals:

Provided that the Procuring Agency shall extend the



JAMSHORO POWER COMPANY LIMITED

deadline for submission of Proposal, if such an addendum is issued within last three (03) days of the Proposal submission deadline.

C. PREPARATION OF BID

IB-9 Language of Bid

- 9.1 The Proposal prepared by the Service provider, as well as all correspondence and documents relating to the Proposal exchanged by the Service provider and the Procuring Agency shall be written in the English language unless otherwise specified in the PDS. Supporting documents and printed literature furnished by the Service provider may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless otherwise specified in the BDS, in which case, for purposes of interpretation of the Service provider, the translation shall govern.

IB-10 Documents Constituting the Proposal /Bid

- 10.1 The Proposal/Bid prepared by the Service Provider shall constitute the following components: -
- (a) Duly filled in, signed and stamped Letter of Technical Bid in accordance with Clause IB.15 hereof;
 - (b) Bid Security in accordance with Clause IB.14 hereof;
 - (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;
 - (d) Qualification Forms duly filled in, signed and stamped along with requisite attachments, to establish that the Bidder meets the Eligibility and Qualification Criteria set out in the Section "Evaluation Criteria and Qualification Forms";
 - (e) furnish following Schedules to Bid duly filled-in and completed in accordance with Clause IB.15:

Schedule-B to Bid	[Proposed Activity Schedule]
Schedule-C to Bid	[Method of Performing the Disposal of Fly ash, Bottom Ash and Gypsum]
Schedule-D to Bid	[List of Major Equipment]
Schedule-E to Bid	[Organization chart for the supervisory staff]
Schedule-F to Bid	[Proposed Subcontractors]
Schedule-G to Bid	[Integrity Pact]
 - (f) An affidavit, on the specified format, shall be produced by all



JAMSHORO POWER COMPANY LIMITED

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.

- (g) JV Agreement (if applicable) in accordance with Clause IB.10.2 hereof; and
- (h) Any other documents required to be submitted with Technical Bid in accordance with these Bidding Documents.
- (i) Duly filled in, signed and stamped Letter of Price Bid in accordance with Clause IB.15 hereof ,
- (j) Schedule-A to Bid [Price Schedule] duly filled-in and completed in accordance with Clause IB.15; and

Any other documents required to be submitted with Price Bid in accordance with these Bidding Documents.

10.2 Bids submitted by a joint venture shall comply with the following requirements:

- (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;
- (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;
- (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 undertakings and receive payments on behalf of the joint venture;
- (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
- (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 & 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



JAMSHORO POWER COMPANY LIMITED

			joint venture partners without prior written consent of the Employer.
IB-11	Proposal/Bid Prices	11.1	The Proposal price to be quoted in the Form of Proposal shall be the total price of the Proposal, excluding any discounts offered.
		11.2	Prices quoted by the Service provider shall be fixed during the Service provider's performance of the contract and not subject to variation on any account and defined at BDS. A Proposal submitted with an adjustable price will be treated as non-responsive and shall be rejected.
IB-12	Proposal Currencies	12.1	Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS.
		12.2	For the purpose of comparison of proposals quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) proposals specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
		12.3	Service providers shall indicate details of their expected foreign currency requirements in the Proposal.
IB-13	Bid Validity Period	13.1	Proposal shall remain valid for the period stipulated in the Bid Data Sheet after the date of Technical Bid Opening specified in Clause IB.19.
		13.2	In exceptional circumstances, prior to expiry of the original Proposal validity period, the Employer may request that the Proposers /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 writing. A Proposer /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.
IB-14	Bid Security	14.1	Each Bidder shall furnish, as part of his bid, a Bid Security in original form in the amount stipulated in the Bidding Data in PKR or an equivalent amount in a freely convertible currency.



JAMSHORO POWER COMPANY LIMITED

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| 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. |
| 14.3 | Any Bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive |
| 14.4 | The Bid Securities of the Bidders except the Lowest 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. |
| 14.5 | The Bid Security of the Lowest three Bidders including the successful Bidder will be returned when the successful Bidder has furnished the required Performance Security. |
| 14.6 | The Bid Security may be forfeited: |
| (a) | If the Bidder withdraws his bid except as provided in Sub-Clause IB.19.1; |
| (b) | In the case of successful Bidder, fails to furnish the required Performance Security. |
| 14.7 | The proposal security shall be valid for a period specified in BDS. Proposals with shorted proposal security validity period shall be rejected straight away |
| IB-15 | Format and Signing of Bid/Proposal |
| 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. |
| 15.2 | All Schedules to Bid are to be properly completed and signed |
| 15.3 | No alteration is to be not 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. |



JAMSHORO POWER COMPANY LIMITED

- 15.4 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.

D- SUBMISSION OF PROPOSAL / BID

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| IB-16 | Sealing and Marking | 16.1 | The Bids / Proposal shall be submitted / uploaded through EPADs on PPRA website, however one hard copy of Proposal shall be submitted in the Office Of Chief Executive Officer, if the Bid is not uploaded on EPADs, the bid will not be considered even submission of hard copy in the office of Chief Executive Officer. |
| IB-17 | Deadline for Submission of Bids | 17.1 | Bids must be uploaded on EPADs on the time and date stipulated in the Bidding Data . |
| | | 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. |
| IB-18 | Modification, Substitution and Withdrawal of Bids | 18.1 | Any Bidder may modify, substitute or withdraw his Bid prior to the deadline for submission of bids and uploaded the same on EPADs. |
| | | 18.2 | 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. |

E- BID OPENING AND EVALUATION

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| IB-19 | Bid Opening | 19.1 | The Employer will open the Technical Bids including withdrawals, substitution and modifications made pursuant to Clause IB.18, in the presence of Bidders' representatives who choose to attend, at the address, date and time specified in the Invitation for Bids through Electronic means I.e EPADs. The Bidders' representatives who are present shall sign a register evidencing their attendance. The Price Bids will be opened until the specified time of their opening after the publication technical evaluation results. |
| | | 19.2 | At the end of the evaluation of the Technical Bids, the Employer will invite only those bidders who have submitted |



JAMSHORO POWER COMPANY LIMITED

substantially responsive Technical Bids to attend the opening of the Price Bids / Financial Proposal.

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| IB-20 | Process to be Confidential | 20.1 | 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 |
| IB-21 | Clarification of Bids | 21.1 | 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. |
| | | 21.2 | 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. |
| | | 21.3 | 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. |
| IB-22 | Examination of Bids and Determination of Responsiveness | 22.1 | Prior to the comparison of Bids, the Employer will determine whether each Bid is substantially responsive to the requirements of the Bidding Documents. |
| | | 22.2 | The Employer's determination of a Bid's responsiveness is |



JAMSHORO POWER COMPANY LIMITED

to be based on the contents of the Bid itself, as defined in Sub-Clause IB.10.

- 22.3 A substantially responsive Bid is one which meets the requirements of the Bidding Documents, without material deviation, reservation or omission. A material deviation, reservation or omission is one that,
- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality or performance of the disposal work; or
 - (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
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 22.4 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.
- 22.5 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 Schedule of Requirements and scope of services have been met without any material deviation, reservation or omission.
- 22.6 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.
- IB-23 Nonmaterial Nonconformities
- 23.1 Provided that a Bid is substantially responsive, the Employer may waive any non conformity in the Bid.
- 23.2 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



JAMSHORO POWER COMPANY LIMITED

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.

- 23.3 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.
- IB-24 Evaluation and Comparison of Bids
- 24.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.22. The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 24.2 In evaluating and comparing the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) Making an appropriate price adjustment for any quantifiable nonmaterial nonconformities in accordance with Sub-Clause IB.23.3; and
 - (b) The additional evaluation factors are specified in Section Evaluation Criteria and Qualification Forms.
- 24.3 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.

F- Award of Contract

- IB-25 Award Criteria
- 25.1 Subject to Clauses IB.27 the Employer will award the Contract to the Bidder who's Bid has been determined as most advantageous Bid (substantially responsive to requirements of the Bidding Documents with the lowest evaluated Bid Price).
- 25.2 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. 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.



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| IB-26 | Employer's Right to Annul the Bidding Process | 26.1 | <p>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> |
| IB-27 | Notification of Award | 27.1 | <p>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> |
| | | 27.2 | <p>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> |
| | | 27.3 | <p>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> |
| | | 27.4 | <p>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> |
| IB-28 | Performance Security | 28.1 | <p>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> |
| | | 28.2 | <p>Failure of the successful Bidder to comply with the requirements of Sub Clause IB.29.1 or Clauses IB.29 or IB.30 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> |
| IB-29 | Signing of Contract Agreement | 29.1 | <p>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</p> |



JAMSHORO POWER COMPANY LIMITED

the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties

- | | | |
|-------|-----------------------------------|---|
| | 29.2 | 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. |
| IB-30 | Integrity Pact | 30.1 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. |
| IB-31 | Instructions not Part of Contract | 31.1 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. |
| IB-32 | Corrupt and Fraudulent Practices | 32.1 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. |
| | 32.2 | The Employer will blacklist and hence forthwith debar a Constructor or individual, at any time, in accordance with the prevailing Public Procurement Rules 2004. |



SECTION-III

BID DATA SHEET

A-GENERAL

Sub Clause BIDDING DATA



Reference

1.1 Name of Procuring Agency:

Jamshoro Power Company Limited, a company incorporated and existing under the law Islamic Republic of Pakistan, having its principal place of business at Mohra Jabal, Dad Indus Highway Jamshoro, Sindh.

The subject of procurement is:

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

Period for Provision of Services:

One (01) year from the date of commencement.

Commencement date for Provision of Transportation Services:

Within Seven (07) days from notice to proceed (NTP) which shall be issued any time after signing of the Contract agreement by both parties. JPCL reserves right to issue NTP at appropriate time keeping in view the operational timelines of the power plant.

2.1 Years for the operations of the Procuring Agency:

The Services will start to be utilized during the year, 2025-26 & 26-27

Name and identification number of the Contract:

TNCB-33/ASH-GYPSUM/DISPOSAL/660MW/JPCL-2026

B- BIDDING DOCUMENTS

7.2 The address for clarification of Bidding documents is:

Chief Executive Officer
Jamshoro Power Company Limited.
Email: _____
Phone Number: _____

7.5 Pre-Bid meeting:

Pre-Bid meeting will be held at JPCL Auditorium, Ground Floor, Main Admin Building, Mohra Jabal, TPS Jamshoro on 20-07-2026 at 12:00 Hrs.

C-PREPARATION OF BIDDING DOCUMENTS

9.1 The Language of all correspondences and documents related to the Bid shall be **English**

11.3 The price shall be fixed and must include all taxes and duties

12.1 Currency of the Bid shall be in **Pakistani Rupee**

13.1 The Bid Validity period shall be **90 days**



- 14.1 The amount of Proposal Security shall be
PKR-2,000,000/-
- 14.3 The Bid Security shall be in the form CDR /Pay Order/Bank Guarantee in favor of Chief Executive Officer, JPCL Jamshoro.
- 14.7 The Bid Security shall be valid for: 28 *days* beyond the expiry of the Bid validity period.

D- SUBMISSION OF BID

- 17.2 The bids shall be submitted through Electronic mean by uploading on EPADs, However one copy of bid should be submitted in the office of Chief Executive Officer , JPCL Jamshoro. The opening date of bid is as under:
Opening date and time: 27th July-2026 at 11.30 hrs

F- AWARD OF CONTRACT.

- 25.1 The evaluation of Bids is based on Least Cost Selection, wherein,, the bidder will qualify the bid by obtaining 60 marks and having least cost , will be declared as Most Advantageous Bidder.
- 28.1 The Bidder shall furnish Performance Security on the Performa attached with this bid @ 5% of Contract Value within fourteen (14) days of letter of acceptance , failing which the bid security will be forfeited .



SECTION-IV, ELIGIBILITY AND QUALIFICATION CRITERIA

EVALUATION CRITERIA AND QUALIFICATION CRITERIA

1. *General*



JAMSHORO POWER COMPANY LIMITED

This Section contains Eligibility and Qualification Criteria that the Employer shall use to evaluate Bids and qualify Bidders 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 Qualification 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.24.3. Any error in determining the exchange rates in the Bid may be corrected by the Employer.

1.1 Eligibility.

S.No.	Subject	Compliance Requirement	Document Submission
01	Nationality	Nationality in accordance with Sub-Clause IB.3.1 (a).	Forms ELI – 1.1 and 1.2, with attachments
02	Conflict of Interest	No Conflict of Interest in accordance with Sub-Clause IB.3.7	Undertaking in the Letter of Technical Bid
03	Debarment/Black listing	Not having been debarred / blacklisted in accordance with paragraph Sub-Clause IB.2.1 (c).	Undertaking in the Letter of Technical Bid.
04	Pending Litigation	Not have any litigation against the company	The bidder shall submit a declaration on its letter duly signed by an authorized representative, disclosing all pending litigation, arbitration or legal proceedings involving the bidder as of the bid submission date. The declaration shall include the case title, court / tribunal , case number, nature of dispute, and present status.



1.2 Qualification Criteria

S. No	Description	Maximum marks
01	Experience of Ash /bulk material handling 5 years – 5 marks 6-8 years- 15 marks More than 8 years- 20 marks	20
02	Similar completed Contracts Two similar Contracts -15 marks Three or More Similar Contracts- 25 marks	25
03	Equipment Availability and Capacity (Dumpers/ Bulker-15 Excavator-2, Water Browser-1 25 marks Dumpers/ Bulker -10 Excavator-1 , Water Bowser-1 10 marks Below above quantity – 0 marks	25
04	Technical Personal organization Total staff comprising Driver , Supervisor and other staff number 28 with 15 driver -10 marks Total staff comprising Driver , Supervisor and other staff number 20 with 10 driver - 05 marks Below above said categories – 0 Marks	10
05	Work methodology and mobilization plan Clear Works Plan, Deployment Schedule and contingency arrangements	10
06	HSE management and safety record	05
07	Financial Capability Annual Turnover for last three years is equal to Bid value – 05 marks Below Bid Value -0	05
Total marks		100

Note: The Bidder have to obtain minimum 60 marks, failing which , the financial proposal will not be considered even having least cost.

The bidder shall submit the following documents for evidence.

- Valid Company Registration,
- Documentary proof of owner ship or lease of equipment
- Availability of Drivers and Operators with licence.
- End User Certificate / Work Completion Certificate for completion of assignment
- Safety Policy, PPE, emergency response plan and environmental compliance
- Annual Returns or Auditable sheets



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: <i>[indicate country of Constitution]</i>
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 case of JV, JV agreement, in accordance with Sub-Clause IB 10.2.



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: _____



SECTION-V

GENERAL CONDITIONS OF CONTRACT



1- General

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



JAMSHORO POWER COMPANY LIMITED

		(m)	“Government” means the Government of Pakistan;
		(n)	“Local Currency ” means the currency of Pakistan;
		(o)	“In Writing ” means communicated in written form with proof of receipt;
		(p)	“Completion Date” means the date of completion of the Services by the Service Provider as certified by the Procuring Agency;
		(q)	“Foreign Currency ” means any currency other than the currency of the country of the Procuring Agency;
		(r)	“Party ” means the Procuring Agency or the Service Provider, as the case may be, and “Parties” means both of them;
		(s)	“Service” means any object of procurement other than goods or works;
		(t)	“Sub contractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub- Clauses 3.5 and 4.
2	Applicable Law	2.1	The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.
3	Language	3.1	The Contract as well as all correspondence and documents relating to the Contract exchanged between the Service Provider and the Procuring Agency shall be written in the English language unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
4	Notices	4.1	Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.
5	Location	5.1	The Services shall be performed at such locations as the Procuring Agency may approve.
6	Authorized Representatives/ Authority of Member in charge	6.1	Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Service Provider may be taken or executed by the officials specified in the SCC.
		6.2	In case the Service Provider is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Service Provider’s rights and obligations towards the



JAMSHORO POWER COMPANY LIMITED

Procuring Agency under this Contract, including without limitation the receiving of instructions and payments from the Procuring Agency.

2- Commencement, Completion, Modification and Termination of Contract

- | | | | |
|----|-----------------------------------|------|---|
| 7 | Effectiveness of Contract | 7.1 | <p>This Contract shall come in to effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.</p> |
| 8 | Commencement of Services | 8.1 | <p>The Service Provider shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.</p> |
| 9 | Program | 9.1 | <p>Before commencement of the Services, the Service Provider shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.</p> |
| 10 | Starting Date/
Expiration Date | 10.1 | <p>The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.</p> <p>Unless terminated earlier pursuant to Clause GCC 15 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.</p> |
| 11 | Entire Agreement | 11.1 | <p>This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.</p> |
| 12 | Modification | 12.1 | <p>Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.</p> |
| 13 | Force Majeure | 13.1 | <p>Definition</p> <p>For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> |
| | | 13.2 | <p><u>No Breach of Contract</u></p> <p>The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care</p> |



JAMSHORO POWER COMPANY LIMITED

and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

13.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14 Termination

14.1 By the Procuring Agency.

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Service Provider in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

- (a) If the Service Provider fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;
- (b) If the Service Provider becomes (or, if the Service Provider consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their credit or relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings;
- (d) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;



14.2 By the Service Provider/ Bidder.

The Service Provider may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Procuring Agency fails to pay any money due to the Service Provider pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Service Provider that such payment is overdue.
- (b) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration.
- (d) If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Service Provider may have subsequently approved in writing) following the receipt by the Procuring Agency of the Service Provider's notice specifying such breach.

3- OBLIGATION OF SERVICE PROVIDER/ BIDDER

15 General

15.1 Standard of Performance

- (i) The Service Provider shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties.
- (ii) The Service Provider shall employ and provide such qualified and experienced Experts and Sub-Service Providers as are required to carry out the Services.
- (iii) The Service Provider may subcontract part of the Services to an extent and with such Key Experts and Sub-Service Providers as may be approved in advance by the Procuring Agency.

15.2 Law Applicable to Services.

The Service Provider shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all



JAMSHORO POWER COMPANY LIMITED

practicable steps to ensure that any of its Experts and Sub-Service Providers, comply with the Applicable Law.

16 Conflict of Interests

16.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2 Service Provider and Affiliates Not to be Otherwise Interested in Project.

The Service Provider agrees that ,during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) During the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- (b) During the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

After the termination of this Contract, such other activities as may be specified in the SCC.

17 Confidentiality

- 17.1 Except with the prior written consent of the Procuring Agency, the Service Provider and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Service Provider and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

18 Insurance to be Taken Out by the Service Provider

18.1 The Service Provider

- (a) shall take out and maintain, and shall cause any Subcontractors to take



JAMSHORO POWER COMPANY LIMITED

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



22.3 Lack of performance penalty

If the Service Provider has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the SCC.

23 Performance Guarantee

23.1 Within fourteen (14) days from the issuance of acceptance letter from the Purchaser, the successful Service provider shall furnish the Performance Guarantee in shape of CDR at the discretion of the Purchaser in the amount **specified in SCC**. In case the amount of proposal security is equal or greater than the value of the Services to be supplied then the service provider shall not require furnishing the Performance Guarantee separately, it will be retained or deducted from the service provider's claim on service provider's choice.

23.2 The proceeds of the Performance Guarantee shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser and shall be in the acceptable form as specified in SCC.

23.3 The Performance Guarantee will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC**.

24 Fraud and Corruption

24.1 The Procuring Agency requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

25 Sustainable Procurement

25.1 The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

4- PAYMENT TO SERVICE PROVIDER / BIDDER

26 Lump-Sum Remuneration

26.1 The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services. Except as provided in GCC 27, the Contract Price may only be increased above the



JAMSHORO POWER COMPANY LIMITED

amounts if the Parties have agreed to additional payments in accordance with GCC 28

27	Contract Price	27.1	The price payable in local currency is set forth in the SCC.
28	Payment for Additional Services, and Performance Incentive Compensation	28.1	For the purpose of determining the remuneration due for additional Services as may be mutually agreed.
		28.2	If the SCC so specifies, the service provider shall be paid performance incentive compensation if specified in the SCC.
29	Terms and Conditions of Payment	29.1	Payments will be made to the Service Provider according to the payment schedule stated in the SCC.
		29.2	Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Service Provider of a bank guarantee for the same amount and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Service Provider have submitted an invoice to the Procuring Agency specifying the amount due.
30	Interest on Delayed Payments	30.1	If the Procuring Agency has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.
31	Price Adjustment	31.1	Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the SCC. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency.
		31.2	If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.
32	Currency of Payment	32.1	Any payment under this Contract shall be made in the currency (ies) specified in the SCC.

5- SETTLEMENT OF DISPUTE

33	Amicable Settlement	33.1	The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
34	Dispute Settlement	34.1	If any dispute arises between the Procuring Agency and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.



JAMSHORO POWER COMPANY LIMITED

- 34.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 34.3 The Adjudicator shall be paid by the hour at the rate specified in the PDS and SCC, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between the Procuring Agency and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.
- 34.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and, in the place, shown in the SCC.

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



SECTION-VI
SPECIAL CONDITIONS OF CONTRACT



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

1- GCC-2

Applicable Law:

The federal, provincial and local laws of Pakistan, and all orders, judicial decisions, rules, regulations, executive orders, statutory regulatory orders, decrees, notifications or other similar directives issued by any public sector entity thereto, including environmental standards, as any of them may be amended from time to time.

2- GCC-3

Language.

The language of the Contract, all correspondence and communications to be given and all other documentation to be prepared and supplied under the Contract shall be in **English**

3- GCC-4

Notices

Employer

Jamshoro Power Company Limited (GENCO-I)
Mohra Jabal, Dadu Road Jamshoro
Attention: Chief Executive Officer

Service Provider:

4- GCC-6.1

Authorized Representative are;

For the Procuring Agency:

Name:.....Designation:

Address:

For the Service Provider:

Name:.....Designation:.....

Address:

5- GCC-6.2

Same as GCC-6.1



6- GCC-7

Effectiveness of the contract:

The contract will come into effect on the date of signing of the contract by both parties Service Provider and JPCL.

7- GCC-8

Commencement of Services:

The Contractor/Service Provider shall commence within a week's time on issuance of written notice to proceed (NTP) by JPCL which shall be issued any time after signature of the Contract by both parties. JPCL reserves right to issue NTP at appropriate time keeping in view the operational timelines of the power plant.

8- GCC-10.2

Expiration of Contract:

The time period shall be for one (01) year from the date of commencement. The contract may be extended, if exigencies so demand, for the period mutually agreed on same terms and conditions.

9- GCC-16

Conflict of Interest

The Procuring Agency reserves the right to determine on a case-to-case basis whether the Service Provider should be disqualified from providing services due to a conflict of the nature described in Clause GCC 16

10-GCC-18

Insurance

The insurance coverage against the risks shall be as follows;

(a) Professional liability insurance:

The minimum coverage in accordance with the applicable law in Pakistan

(b) Third Party liability insurance:

The minimum coverage of the amount in Pak Rupees in accordance with the applicable law in Pakistan.

(c) Procuring agency's liability and workers' compensation insurance in respect of

(i) the experts and Sub- Service Providers in accordance with the relevant provisions of the applicable law in Pakistan, as well as life, health, accident, travel or other insurance as may be appropriate; and

(ii) insurance against loss of or damage to the Service Provider's property used in the performance



of the Services, and

- (iii) any documents prepared by the Service Provider in the performance of the Services

11. GCC-22

Liquidated Damages

If the Service provider fails to provide services as required under the contractor in case of any loss to equipment or personnel/breach or any incident compromising the safety and security or other such failures related to any services, if service provider fails to attain completion of any of the milestones/deliverables by relevant targets, the Service Provider shall be liable to pay to the JPCL as Liquidated Damages equal to 1% of the total contract value for each breach till a cap of 05% of contract total value after which the contract will be terminated. Such money shall be paid to the company, or company may make deduction from any amounts owed to the service provider under this agreement or may call on performance guarantee or any combination of the foregoing for the purposes of recovery.

12. GCC-23

Performance Guarantee.

The performance guarantee shall be @ 5% of Contract Value in acceptable form CDR/Pay Order/Bank Guarantee

13- GCC-27

Lump sum remuneration

Proposal/Bid quoted shall be inclusive of all applicable taxes. Sindh Sales Tax (SST) shall be mentioned and invoiced separately.

14 GCC-29

Payment

Payment against the services as per Section VII- “Schedule of Requirements and scope of services “ shall be made in Pakistani rupees, as follows:

Payment: The Part Payment on successful services rendered for disposal and management of Fly Ash, Bottom Ash and FGD Gypsum, shall, promptly, be made (within 30 days) on successful disposal of more than 5,000 Metric Tons as per “Certificate of Weight in Metric Tons” duly signed by a committee and submission of interim payment certificate (IPC) by the service provider in triplicate.

The final payment will be made on successful disposal of the whole quantity during contract period on submission of Invoice/Bill in triplicate within 30 days.

14. GCC-30

Delayed Payment

The interest rate is: one (01) month KIBOR (ask)



SECTION-VII
LETTERS AND SCHEDULE OF BIDS



LETTER OF TECHNICAL BID

Bid Reference No. _____

Disposal of Fly Ash, Bottom Ash and FGD Gypsum of 660 MW Coal Fired Power Plant, JPCL Jamshoro

To:

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

Gentleman,

- 1- Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract (General & Special), Schedules to Bid including Price Schedule and Addenda Nos. for the Disposal of the above-named By product ,we, the under signed, 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.3.
- 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 eligible countries.
- 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 favor or made payable to you and valid for a period of _____ days beginning from the date Bids are opened, inclusive of 28 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 substance.
- 11- We understand that you are not bound to accept the highest or any Bid you may receive.



JAMSHORO POWER COMPANY LIMITED

- 12- We have furnished the required information in accordance with beneficial ownership form [Form BOI-1] provided in Bidders Qualification Forms.
- 13- We undertake that all the information and documents submitted with the Bid are genuine, and in case of incorrect information of 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. _____

Disposal of Fly Ash, Bottom Ash and FGD Gypsum of 660 MW Coal Fired Power Plant, JPCL Jamshoro

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 material, 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



JAMSHORO POWER COMPANY LIMITED

(Name of Bidder in Block Capitals)

(Seal)

Address: _____

Witness:

Signature: _____ Name: _____

Address. _____

Occupation _____



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, except insofar as it is otherwise provided under the Contract, include 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. Moreover, the Bidder shall bear and promptly pay any incidental charges, duties, taxes, cesses, commissions, fees and other levies, etc., payable by the Bidder under the Contract as per the Applicable Law in relation to the Disposal of Assets. Whereas all the taxes payable by the Employer under the Contract as per the Applicable Law shall be borne and paid by the Employer.
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.



JAMSHORO POWER COMPANY LIMITED

(Schedule-A to B)

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

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

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

S. No.	Item Description	Unit	Rate(Rs.)
1	Loading of dry Fly Ash, Bottom Ash from ash silos and FGD Gypsum by mechanical means and dumping at designated ash sites including all cost, transportation, equipments, fuels, labours, taxes and duties etc. in compliance with the guidelines, SOPs of Sindh environment protection agency "SEPA". The Scope of work includes: 1) Loading of dry Fly Ash, Bottom Ash from ash silos by mechanical means. 2) Handling of FGD Gypsum from FGD area 3) Transportation and unloading of Fly Ash, Bottom Ash, and Gypsum at designated sites by mechanical means. 4) Dressing & spreading of ash into the craters. 5) Making of haul roads including its maintenance and lighting for transportation of ash up to ash craters. 6) Sprinkling of water for controlling fugitive emissions 7) Complete site and safety supervision of the work.	Metric Tons	
	Total Rs.		
	Applicable Sindh Sales Tax (SST) @15%		
	Grand Total Rs.		



JAMSHORO POWER COMPANY LIMITED

PROPOSED ACTIVITY SCHEDULE

The whole of the Disposal of material shall be completed within the time for completion stated as here under:

Description	Timefor Completion (Months)
Disposal of material	One year

[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 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 removing the fly ash, bottom ash and gypsum 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 material. 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

Owned Purchased or Leased	Description of Unit(Make, Model, Year)	Capacity HP Rating	Condition	Present Location or Source	Date of Delivery at Site	Period of Work on Project
1	2	3	4	5	6	7
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 ☐ Owned ☐ Rented ☐ Leased ☐ 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



JAMSHORO POWER COMPANY LIMITED

Agreements	Details of rental/lease/manufacture agreements specific to the project



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



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</u> <u>to be Sub-Contracted</u>	<u>Name and address of</u> <u>Sub-Contractor</u>	<u>Statement of similar</u> <u>works previously executed</u> <u>(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**

Dated _____

Contract No. _____

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 any one 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 times 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 from GoP.

Name of Employer:.....

Signature:.....

[Seal]

Name of Bidder/Contractor:.....

Signature:.....

[Seal]



SECTION –VIII
SCHEDULE OF REQUIREMENTS / SCOPE OF SERVICES



1. Scope of Work/Services

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

Lifting of Fly Ash, Bottom Ash and FGD Gypsum:

- Provision of service for the 100% pick up of the total Fly Ash, Bottom Ash and FGD Gypsum produced by the power plant throughout the year from the collection point (Silo/designated area) located inside Power Plant and transport to intended destination outside the plant boundaries in compliance with SEPA guidelines in environment friendly manner on single responsibility basis.
- Ensure that the Fly Ash and Bottom Ash level at the storage Silo and FGD area are kept below seventy-five percent(75%) of the total capacity all times.
- Penalty Clause shall be applicable for any failure of maintaining the storage Silo/FGD area levels below 75%. The bidder shall be liable for the removal of any dumped ash/gypsum at their own cost resulting from this negligence.
- An Ash Management Plan detailing the removal activities, use of the resources including safety measures for the plant and general public shall be observed as part of the bid.
- All resources related to the Fly Ash, Bottom Ash and Gypsum removal, clean up, containment, storage, handling, treatment, including but not limited to labour, machinery and equipment shall be provided by the Service Provider. JPCL shall provide Fork Lifter/Loader or any other support deemed necessary and reasonable to execute the disposal in timely manner.
- Frequency and quantity collection schedule shall be provided.
- All removed ash material/gypsum shall become the responsibility of the Service Provider when it is received on to the Service Provider's bulker/dumper. The Service Provider shall provide an estimated weekly schedule for loading and transportation of the Fly Ash. Bottom Ash and Gypsum. In general, the removal shall be performed round the clock, keeping in view the operation of the plant.
- All incoming and outgoing bulkers/dumpers used for the transportation of Fly Ash, Bottom Ash and Gypsum will be weighed on "Computerized Weigh Bridge" located inside CFPP, Jamshoro for gross and tare weight.
- Leak/spill proof vehicles equipped with a protective cover or tanks shall be used during transport. All ash must be contained within the bulkers/dumpers and shall not leak during loading and transportation.
- All clean up and decontamination work resulting from the leakages/spillage shall lie with the Service Provider
- Stock piling of Fly Ash, Bottom Ash and Gypsum at CFPP site, shall not be allowed.
- A Contract Manager and alternate who shall be responsible for the performance of the work, shall be appointed and made known to JPCL. His/her home and business contact numbers where these people may be contacted outside of normal duty hours of 8:00 AM to 5:00 PM shall be provided. The primary or alternate(s) shall have full authority to act for the Service Provider, including contractual signatures, on all contract matters relating to the daily operation of this contract.



JAMSHORO POWER COMPANY LIMITED

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

- Ensuring regulatory compliance with all relevant state and federal authorities is **a mandatory requirement**.
- Licenses and approvals for the Service Provider's business operations, including all handling, storage, transportation and processing facilities/equipment, was management practices and processes **MUST** be obtained.
- Receive and maintain all approval/permits/licenses/certificates of the Beneficial Use from relevant authorities throughout the tenure of the contract.
- For bids without licenses/approvals, but with development plans and license applications underway, relevant documents supporting such claims shall be provided. The employer reserves the right to withhold the award of the contract until such approvals/licenses have been obtained.
- The Service Provider shall be responsible for any technical evaluation of the Fly Ash for its use with the permission of JPCL.

Legal and Commercial

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

2- Over view of the Jamshoro Coal Fired Power Plant Ash Handling System

Collection Points:

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

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

Fly Ash Collection

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

The Reinforced Concrete Fly Ash silo has been provided for the generating unit. The Fly Ash silo has a volume of 1200 m³. The combined Fly Ash silo storage is designed for 48-hour storage of Fly Ash generation from the unit. From the Fly Ash silos, Fly Ash can be disposed of in dry form.

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

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



Bottom Ash Collection

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

Boiler is provided with a steel structure silo with a volume of 275 m³ for the storage of Bottom Ash. Bottom Ash Silo has an outlet for ash removal equipped with box type ash ejector.

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

S. No	Description	Qty / Day	Qty / Month	Load Factor	Qty / Year
		MT	MT	%	MT
01	Fly Ash				
	Blend of Design and Check Coal	602	18,060	0.55%	216,720
02	Bottom Ash				
	Blend of Design and Check Coal	40	1,200	0.55%	14,400
03	GYPSUM				
	Blend of Design and Check Coal	120	3,600	0.55%	43,200
Grand Total					274,320

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

3- Delivery Requirement

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

Description of Requirement

- i. The Service Provider shall be solely responsible for obtaining all consents, approvals, permissions, agreements, NOCs, and for fulfilling all regulatory requirements in relation to the disposal of Fly Ash, Bottom Ash and Gypsum for any beneficial use under the Contract, including, but not limited to, approval of SEPA etc.
- ii. Loading of the Fly Ash, Bottom Ash, and Gypsum at plant sites shall be through vehicle with covered superstructure or compliant with environmental standards. Coal Ash and Gypsum loading mechanism is to collect dry ash at ash silos and FGD area, in an environment friendly manner and transport it and dump in compliance with SEPA guidelines on designated sites/facilities outside plant boundaries on single responsibility basis. The "weight" of the commodity (Fly Ash, Bottom Ash and Gypsum) will be conducted through the "Computerized Weigh Bridge" at JPCL and "Weight Certificate" shall be issued by a Release Committee constituted by the JPCL Authority, the representative of the Service Provider shall also sign the



JAMSHORO POWER COMPANY LIMITED

same. The weight determined by the committee shall be final and binding and payments will be made accordingly.

- iii. The Service Provider shall be solely responsible for obtaining all consents, approvals, permissions, agreements, NOCs, and for fulfilling all regulatory requirements in relation to the disposal of Fly Ash, Bottom Ash and Gypsum for any beneficial use under the Contract, including, but not limited to, approval of SEPA etc.
- iv. Loading of the Fly Ash, Bottom Ash, and Gypsum at plant sites shall be through vehicle with covered superstructure or compliant with environmental standards. Coal Ash and Gypsum loading mechanism is to collect dry ash at ash silos and FGD area, in an environment friendly manner and transport it and dump in compliance with SEPA guidelines on designated sites/facilities outside plant boundaries on single responsibility basis. The “weight” of the commodity (Fly Ash, Bottom Ash and Gypsum) will be conducted through the “Computerized Weigh Bridge” at JPCL and “Weight Certificate” shall be issued by a Release Committee constituted by the JPCL Authority, the representative of the Service Provider shall also sign the same. The weight determined by the committee shall be final and binding and payments will be made accordingly.

4-Facilities to Service Provider:

(a) Water Supply:

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

(b) Power Supply:

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

(c) Service Provider's Field Office and God own.

The Owner at his discretion and convenience may provide the Service Provider, the temporary field office, godowns and sites to be required for the execution of the Contract near to the site but out of plant gate/living camp/colony, on charge basis as per GHCL Policy. The Contractor shall, at this cost, furnish all these building structures and provide water supply, sanitary, power supply and communication arrangements as per Owner's Safety Rule.

On completion of the work undertaken by the Service Provider, they shall remove all temporary work erected by them and have the site cleared and handed over to civil directorate.

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

(d) Accommodation:

Owner may provide chargeable accommodations subject to availability, to the Service Provider's executives on standard rent. In such an event, rent for 6 months shall be deposited & rent from second month shall be deposited on 5th of each month on regular basis. The amount



JAMSHORO POWER COMPANY LIMITED

hold as security, shall be returned to the Contractor, on vacation and handing over the possession of accommodation to JPCL.



SECTION –IX STANDARD FORMS



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 where as 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., up to _____.

(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.28 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 in to 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 cavior 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:

Signature_____

1. _____ Name__

Corporate Secretary(Seal) Title_____ Corporate Guarantor(Seal)

2. _____

Name, Title & Address



FORM OF PERFORMANCE SECURITY (Bank Guarantee)

Guarantee No. _____

Executed on _____

[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 (herein after called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (herein after 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 under takings, 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.

And without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums upto 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:

Signature _____

1. _____

Name _____

Title _____

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. _____

Name, Title & Address



Letter of Acceptance

[Letter head 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 material 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 (07) days from the date of furnishing of acceptable Performance Security pursuant to Sub-Clause IB.29.

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)



FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the “Agreement”) made on the _____ day _____ of _____ (month) _____ 2026 _____ 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 General Conditions of Contract ;
- d) The Special Conditions Contract;
- e) The Letters of Bid (Letter of Technical Bid & Letter of Price Bid);
- f) The Completed Schedules to Bid including Price Schedule;
- g) Schedule of Requirements and Scope of Services
- 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 material as per provisions of the Contract, the Contract Price or such other sum as 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 herein above mentioned, the Employer hereby covenants with the Contractor to hand over the Assets for Disposal in conformity with the provisions of the Contract.



JAMSHORO POWER COMPANY LIMITED

INWITNESS 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)