

# SITE NEUTRAL HYBRID RENEWABLE PROJECT

## **Prequalification Document**

200 MW Hybrid Renewable Project at KE's Dhabeji Grid

## Contents

<b>1. Abbreviations</b> .....	4
<b>2. Definitions</b> .....	5
<b>3. Introduction</b> .....	7
<b>4. Process Flow</b> .....	8
<b>4.1. Prequalification</b> .....	8
<b>4.2. RFP</b> .....	8
<b>4.3. Responsibilities of the Prequalified Applicants</b> .....	8
<b>4.3.1. Arrangement of Land</b> .....	8
<b>4.3.2. Conducting Project related Studies</b> .....	8
<b>4.3.3. Preparation of Bid</b> .....	8
<b>4.4. Bid Evaluation</b> .....	8
<b>4.5. Formation and Responsibilities of SPV</b> .....	8
<b>5. General Instructions to Applicants</b> .....	10
<b>6. Eligibility Criteria</b> .....	11
<b>7. Technical Requirements</b> .....	13
<b>8. Financial Requirements</b> .....	13
<b>9. Basis for Disqualification</b> .....	13
<b>10. Instructions for Submission of Prequalification Application</b> .....	14
<b>11. Prequalification Application Submission</b> .....	15
<b>12. Clarifications</b> .....	15
<b>13. Invitation to Bid</b> .....	15
<b>14. Client References</b> .....	15
<b>15. Confidentiality and Literature</b> .....	15
<b>16. Disclaimer</b> .....	16
<b>Application Forms</b> .....	17
<b>Exhibit 1A – Letter of Application</b> .....	18
<b>Exhibit 1B – Consortium/Joint Venture Agreement</b> .....	20
<b>Exhibit 2 – Covenant of Integrity</b> .....	2
<b>Exhibit 3 – Confidentiality Agreement</b> .....	4
<b>Exhibit 4 – Power of Attorney</b> .....	10
<b>Exhibit 5 – Affidavit</b> .....	12
<b>Exhibit 6 – Basic Information</b> .....	14
<b>Exhibit 7 – Relevant Experience</b> .....	15
<b>Exhibit 8 – Financial Capability</b> .....	17



<b>Exhibit 9 – Litigation and Social, Economic &amp; Regulatory compliance .....</b>	<b>19</b>
<b>Exhibit 10 – HSE.....</b>	<b>20</b>

## 1. Abbreviations

<b>BOO</b>	Build, Own and Operate
<b>BER</b>	Bid Evaluation Report
<b>COD</b>	Commercial Operations Date
<b>CPI</b>	Consumer Price Index (General) of Pakistan
<b>EIA</b>	Environmental Impact Assessment
<b>EPA</b>	Energy Purchase Agreement
<b>EPC</b>	Engineering Procurement and Construction
<b>IPP</b>	Independent Power Producer
<b>KE</b>	K-Electric Limited or Purchaser
<b>kW</b>	Kilowatt
<b>kWh</b>	Kilowatt hour
<b>MW</b>	Megawatt
<b>NEPRA</b>	National Electric Power Regulatory Authority
<b>O&amp;M</b>	Operation and Maintenance
<b>Pakistan</b>	The Islamic Republic of Pakistan
<b>PKR or Rs</b>	Pakistani Rupees

## 2. Definitions

“**Applicant**” means an individual company, a Consortium/Joint venture of developers or a natural person (“Applicants” to be used interchangeably with “Applicant”).

“**Application**” means the Letter of Application to be submitted by the Applicant as per the prescribed format attached to this Prequalification Document.

“**Affiliate**” means in relation to a party, any company, corporation, partnership or other legal entity: (i) that is, directly or indirectly, controlled by such party; or (ii) that directly or indirectly controls such party; or (c) that is, directly or indirectly, controlled by a party that also, directly or indirectly, controls such a party. For the purpose of this definition, a party is directly controlled by another party which owns or controls shares or other interests carrying in the aggregate at least fifty percent (50%) of the voting rights exercisable at a general or shareholders meeting of the first-mentioned party or the right to appoint or dismiss a majority of the directors thereof.

“**BOO**” means Build, Own and Operate.

“**Bid Evaluation Committee or BEC**” means the committee constituted for the evaluation of bids as per the procedure stated in the NEPRA Competitive Tariff Bidding (Approval Procedure) Regulations, 2017.

“**Bid Evaluation Report or BER**” means the complete report of bidding process submitted by the Relevant Agent to NEPRA.

“**Capacity Factor**” means the ratio of annual Complex’s net delivered energy recorded by metering system at the 220kV side of the step-up trafo and the maximum annual generation capacity (in DC for Solar and in AC for Wind).

“**Commercial Operations Date or COD**” means the day immediately following the date on which the Complex is commercially operational, placed into service, and interconnection operations have commenced.

“**Complex**” means the hybrid electric power generation facility comprising Arrays of solar photo-voltaic modules and Wind Turbines located at the Site and the Seller interconnection facilities (but excluding the Wheeler/KE’s interconnection facilities), having the rated Capacity to be designed, engineered, constructed, Commissioned, owned, operated, maintained and insured by the Seller during the Term, whether completed or at any stage in its construction, including without limitation or regard to level of development, engineering and design documents, all energy producing equipment and auxiliary equipment, data-communication and recording equipment and systems, the Meteorological Station, the Complex Monitoring System, Hybrid Forecast Model, the inverter system, the step-up transformers and its associated switchgears & protection, all spare parts stored at Site and all other equipment or facilities necessary for delivery of electric power to KE at the Interconnection Point(s).

“**Consortium/Joint venture**” means a group of individuals(s) and/ or Corporation(s) which have collaborated as Applicant.

“**Energy Purchase Agreement or EPA**” means a long-term contract executed between the SPV and Purchaser for the Term in relation to the sale and purchase of power generated by the Project, as approved by NEPRA.

“**EPC**” means Engineering, Procurement and Construction.

“**Interconnection Point(s)**” means the physical point(s) where the Complex and the Grid System are to be connected, at which point KE shall receive the Net Delivered Energy. If the Complex is planned at multiple land parcels, the Interconnection Point(s) cannot be more than two (2).

“**IPPs**” means the Independent Power Producers.

“**K-Electric Limited**” means a public limited company incorporated under the laws of Pakistan, with its registered office located at KE House, 39-B, sunset Boulevard, Phase II, Karachi, Pakistan.

“**Lock in Period**” means the period commencing from the date of award of bid till 7<sup>th</sup> anniversary of Project COD or any other extended term as required by lenders or NEPRA.

“**Main Sponsor**” means the sponsor who shall be the lead investor in the Project. If Applicant is a single corporation, the Main Sponsor is required to hold 51% equity shareholding in the SPV during the Lock in Period. In case of a Consortium, the Main Sponsor is required to hold at least 51% shareholding of Consortium’s total equity and the Consortium shall together hold majority shareholding not less than 51% in the SPV with management control and maintain such equity during the Lock in Period.

“**Project**” means development, design, financing, insurance, construction, completion, commissioning, ownership, operation and maintenance of the Complex, and all activities incidental or ancillary thereto.

“**Prequalification**” means in relation to the Project, the assessment of the Applicant(s) based on a criteria defined by the Relevant Agent for the purpose of selection of Applicant(s) who are then allowed to participate in the bid process.

“**Prequalification Document or PQD**” means this document and any other documents submitted by the Applicant for the purpose of Prequalification.

“**Prequalified Bidder**” means the Applicant(s) shortlisted by the Relevant Agent to bid for the Project.

“**Purchaser**” means K-Electric Limited.

“**Request for Proposal or RFP**” means the document prepared by the Relevant Agent and approved by National Electric Power Regulatory Authority (“NEPRA”).

“**Relevant Agent**” means K-Electric Limited in its role as bidding agent for carrying out competitive bidding of tariff in accordance with NEPRA Competitive Tariff Bidding (Approval Procedure) Regulations, 2017.

“**Site**” means the parcel(s) of land with coordinates selected by the Applicant required and considered for the development of the Project.

“**Special Purpose Vehicle or SPV**” means any special purpose vehicle which will be established by the Successful Bidder and KE: (i) with separate legal identity and limited liability; and (ii) for the sole purpose of a single transaction, or series of related transactions, and which has no assets and liabilities other than those directly acquired or incurred in connection with such transaction(s).

“**Successful Bidder**” means the bidder notified successful by the Relevant Agent in the BER upon successful completion of bidding process.

“**Term**” means a period of twenty-five (25) years or any other period as approved by NEPRA starting from Commercial Operations Date during which the Energy Purchase Agreement shall remain valid.

### 3. Introduction

K-Electric Limited (“KE”) is a public listed utility company and the only vertically integrated power utility, engaged in the Generation, Transmission, and Distribution of electricity in Pakistan. KE has an exclusive distribution right for Karachi and its adjoining areas including Dhabeji and Gharo in Sindh and Hub, Uthal, Vinder and Bela in Balochistan. The company has approximately 3.2 million industrial, commercial, agriculture and residential consumers and is supplying electricity to over 20 million people.

KE not only produces electricity from its own generation units but has arrangements with external power producers as well. Installed capacity of KE’s own plants will increase to 2,817 MW following the commissioning of 900 MW BQPS III plant which is expected to be completed in CY 2022. Further, KE has arrangements with external power producers for over 1,600 MW which includes supply from various IPPs and National Grid. Besides this, KE’s transmission system comprises of 1,354 km of transmission lines, 71 grid stations and 179 power transformers. KE has entered into long-term PPAs with IPPs covering thermal and renewable technologies without the backing of a sovereign guarantee or government’s implementation agreement. KE operates under the regulatory regime of NEPRA.

In its commitment of moving towards sustainability, KE is planning to actively induct Renewable energy into its fleet. This will not only introduce clean and sustainable energy but will also diversify generation mix in KE’s licensed area.

Accordingly, KE plans to induct 200 MW (AC Peak) Hybrid Renewable Project under IPP mode, within 50 Km radius from its Dhabeji Grid station under NEPRA’s NCBT Regulations 2017.

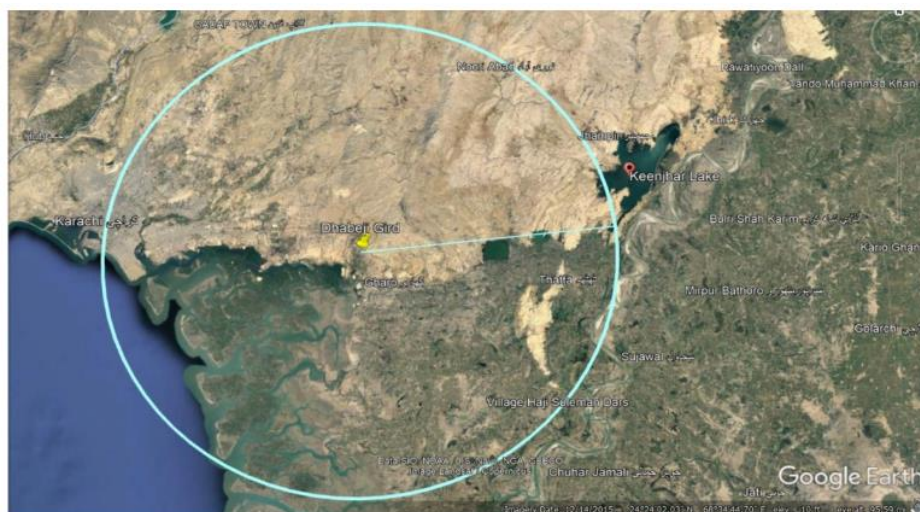


Figure 1: 50 Km Radius around Dhabeji Grid

The Project will be connected through 220 KV transmission line. The Project shall preferably be on a single land parcel however, max 02 Interconnection Points can be proposed by the Bidder. The Capacity of the Project shall not be less than 200 MW (AC peak) with a +20% allowance out of which, minimum 50 MW (AC peak) of Solar portion is mandatory and the Capacity Factor of the plant shall not be less than 31%. Reputable local and international companies with proven renewable and/or thermal projects experience and sound financial standing are invited to participate in the Project.

The aim of this document is to conduct evaluation of the interested Applicants and prequalify those, with the technical and financial capability to develop and implement the Project, at competitive cost and within a specified time frame, in an effective and efficient manner.

## **4. Process Flow**

### **4.1. Prequalification**

All the Applicants satisfying the minimum eligibility criteria as outlined in the Section 6,7 and 8 of this PQD are required to submit the requisite information as per section 5 and in the format outlined in Exhibit 6 and 7.

### **4.2. RFP**

Only those Applicants who have been Prequalified by the Relevant Agent will be issued the RFP for the Project. Project details and implementation plan are outlined in the RFP, along with all the requirements mentioned in the NEPRA Competitive Bidding Tariff (Approval Procedure) Regulations 2017 along with its amendments.

### **4.3. Responsibilities of the Prequalified Applicants**

#### ***4.3.1. Arrangement of Land***

Applicants shall be responsible for the arrangement of land for the Project, which shall be within the 50 Km radius from KE's Dhabeji Grid station.

#### ***4.3.2. Conducting Project related Studies***

Applicants are required to conduct the relevant feasibility studies.

#### ***4.3.3. Preparation of Bid***

Based on the results of the studies, the Applicants shall prepare the complete Bid (Technical and Commercial) in accordance with the conditions stipulated in the RFP.

### **4.4. Bid Evaluation**

Bid Evaluation Committee (BEC) shall be constituted as per the NEPRA NCBT Regulations. Upon submission of the bids by the Prequalified Applicants, the BEC will evaluate the bids as per the bid evaluation criteria of the RFP and submit the bid evaluation report to NEPRA.

### **4.5. Formation and Responsibilities of SPV**

The Successful Bidder will be awarded the LOI for formation of SPV subject to the fulfillment of conditions of RFP. The Successful Bidder shall hold at least 51% shareholding in the SPV along with management control while KE may hold up to 49% shareholding in the SPV. In case, the Successful Bidder does not have ownership and possession of the Site, then the Successful Bidder will be required to arrange the ownership and possession within two (02) months as per the conditions stipulated in RFP.

The SPV shall be responsible to execute the Project and enter into EPA with the Purchaser for the Term. It shall be responsible for ensuring end-to-end project delivery by undertaking the following, including but not limited to:

- i. Obtaining regulatory approvals, relevant permits and licenses,
- ii. tendering and contracting EPC,
- iii. applying for the Generation License and submitting the Tariff Petition,
- iv. entering an EPA with KE,
- v. completion of financial close for the project,
- vi. construction and commissioning of the Complex leading to commercial operations, and



vii. operation and maintenance of the Complex.

## 5. General Instructions to Applicants

- a) Application Form shall be submitted at non-refundable cost of PKR 50,000 (Fifty Thousand) with payment by Bank Draft /Banker's Cheque in favour of KE, or online transfer using following bank details:

Account Title      K-ELECTRIC LIMITED  
IBAN                 PK70MEZN0001010107456626  
SWIFT Code        MEZNPKKA  
Account Number   01017456626  
Bank Name         MEEZAN BANK LIMITED  
Branch Code        0101-PNSC BR-KARACHI  
Branch Address    37-A, LALAZAR AREA, OFF M.T. KHAN ROAD, KARACHI

**Contact Person:** Qasim Mehmud

**Email:** qasim.mehmud@ke.com.pk

**Address:** Block J, 1<sup>st</sup> Floor, Procurement Division, Elander Road (Power House) Complex, Karachi, Pakistan

- b) The Application shall be completed with clear and factually accurate statements in accordance with the format and sequence given in attached Application Forms. Prequalification of the Applicant shall be based entirely on the submission. Any additional document that the Applicant deems necessary to demonstrate eligibility can be separately attached as additional Annexures to the main document;
- c) The following aspects will be considered in this Prequalification stage:
- i. There are no legal, regulatory or financial inhibitions or restrains involving the Applicant from participating in the bidding process;
  - ii. The appraisal of Applicants against the Eligibility Criteria
  - iii. Completeness of submitted Application documents and any ancillary information requested by the Relevant Agent
  - iv. The Applicant must provide relevant evidence under this document and for each item under each category mentioned in Section 6: The Evaluation and Scoring Criteria
- d) The Relevant Agent shall evaluate the Applications in good faith and reserves the right to accept or reject any Application at its sole discretion based on its evaluation.
- e) The Applicant needs to comply with all the conditions of Eligibility Criteria as mentioned in this PQD. Non-compliance to any of the criteria may result in rejection of the Application.
- f) An Applicant may either apply as a single developer or as a Consortium/Joint venture.
- g) At any stage the Relevant Agent may request for additional information in case it may be required to complete the evaluation.
- h) The Application shall be signed by an authorized signatory of the Applicant.

## 6. Eligibility Criteria

- a) An Applicant may be a natural person or private entity or publicly listed entity, or any combination of them in the form of a Consortium/Joint venture.
- b) The Applicant shall together hold at least fifty-one percent (51%) of the total issued and paid-up share capital of the SPV and maintain the majority shareholding during the Lock in Period.
- c) In the case the Applicant is a Consortium/Joint venture:
  - The Consortium shall not comprise of more than three (03) members (“**Consortium Member**”).
  - All members of the Consortium/Joint venture shall be jointly and severally liable.
  - Consortium Members shall nominate a member as the lead member who shall have the authority to conduct all business for and on behalf of all the Consortium Members during the Prequalification process (the “**Lead Member**”).
  - The Main Sponsor is required to hold at least 51% shareholding of Consortium’s total equity during the Lock in Period.
  - Natural person or private entity or publicly listed entity or Consortium/joint venture (if applicable) shall meet the eligibility criteria as stipulated in Section 6, 7 and 8.
  - If Applicant is a Consortium/Joint venture, such Consortium/Joint venture shall remain firm and committed after the submission of the Application. Evidence of such commitment in the form of an outline Consortium/Joint venture agreement signed by both parties should be included in the submission and shall be binding on the Applicant as provided in Exhibit 1B.
  - After Prequalification, any change in the composition of Consortium/Joint venture shall only be considered for approval by the Relevant Agent in case, the new structure/composition results in equal or better experience and financial standing as compared to the previous structure. Any such change shall only be considered before the bid submission, at sole discretion of Relevant Agent.
- d) At the time of Prequalification, the Applicants shall not have a conflict of interest. All Applicants having conflict of interest should disclose the conflict at the time of the Application. Applicants may be considered to be in a conflict of interest with Relevant Agent, if the Applicant and the other parties in the bidding process including but not limited have:
  - controlling shareholders in common; or
  - a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information or improperly influence the application of any other Applicant involved in the bidding process, or influence the decisions of the Relevant Agent regarding this Prequalification process;
- e) Applicants shall provide such evidence of their continued eligibility satisfactory to the Relevant Agent, as the Relevant Agent shall reasonably request.
- f) At the time of submission of an Application, the Applicant should provide the Affidavit satisfying the conditions specified thereto, as annexed in Exhibit 5 to the Relevant Agent.



## 7. Technical Requirements

The Applicant is required to:

- (i) Demonstrate experience of ownership, development, and successful commissioning of at least one renewable project of at least 50 MW or thermal utility scale IPP project of at least 100 MW anywhere in the world  
  
and
- (ii) Demonstrate experience of management and/or operations of at least one (1) power project of **50 MW**, for a minimum of three years.

For avoidance of doubt, if the Applicant is a single corporation, then is required to comply with both Technical Criteria, and in case the Applicant is a Consortium, any of the Consortium Member shall collectively comply with both the Technical Criteria.

- (a) The Applicant must provide evidence of role in the project as per Exhibit 7
- (b) KE may require additional information once the Applications have been reviewed.

## 8. Financial Requirements

The Applicant shall demonstrate the following Financial Criteria for Qualification for the Project:

1. Average Net Worth for the previous 3 years should be more than USD 60,000,000 (United States Dollars). In case of a Consortium, the same shall hold for the combined Net Worth of the Consortium
2. Debt to equity ratio of Applicant should not exceed 75% (i.e., D:E ratio of 75:25)
3. Minimum Debt Service Coverage ratio should be greater than or equal to 1.2.

## 9. Basis for Disqualification

The Relevant Agent at any stage of Prequalification, for reasons recorded in writing may disqualify an Applicant in case of following:

- a) After the submission of the Application by the Applicant, if queries are raised by the Relevant Agent via email and the Applicant is non-responsive for 5 business days.
- b) The Applicant fails to comply with any of the requirements listed in this document.
- c) The information submitted materially deviates from the requirements and criteria defined in the PQD or is false, misleading, or materially inaccurate. In this case the Applicant maybe be blacklisted for future work with the Relevant Agent without any notice and liabilities on part of Relevant Agent.
- d) Misrepresentation, withholding or concealment of information by the Applicant.
- e) If the Applicant or any of its Affiliate is currently in default of its obligations to any bank or financial institution within or outside Pakistan.
- f) If the Applicant or any officer, director or owner thereof has been in substantial non-compliance of the terms and conditions of prior competitive auctions or power purchase agreements.
- g) If the Applicant has been declared bankrupt or insolvent in last five (5) years.

- h) If Applicant and / or its Affiliates has a history of not complying with applicable legal, social, environmental and regulatory frameworks
- i) If the Applicant or any of its Affiliate is blacklisted by the Authority or any other government agency.
- j) An Applicant appearing in more than one Application shall be disqualified.
- k) Any other factor that the Relevant Agent may deem appropriate.

## **10. Instructions for Submission of Prequalification Application**

The Applicants shall submit following documents and information:

- a) The Applicant or in the case of a consortium/joint venture the Lead Member will submit the letter of application attached in Exhibit 1A.
- b) Applicant in case of a consortium/joint venture will be required to submit a consortium/joint venture agreement, as given under Exhibit 1B.
- c) The Applicant shall submit the Covenant of Integrity and the Confidentiality Agreement in the format attached as Exhibit 2 and 3, respectively.
- d) Applicant shall provide, Power of Attorney (PoA) in the form attached as Exhibit 4, indicating that the person (s) signing the Letter of Application is authorized to sign on behalf of the Applicant. In case of a consortium/joint venture each member shall be required to submit the PoA.
- e) An Affidavit, as Exhibit 5, and in case of a consortium/joint venture, each member of the consortium/joint venture should provide the Affidavit;
- f) Provide basic information of the Applicant (each member of consortium/joint venture), as detailed in Exhibit 6.
- g) List of projects in the form attached as Exhibit 7.
- h) Financial information as per Exhibit 8
- i) Litigation history provided as per Exhibit 9 along with the history of social, environmental, and regulatory compliance.
- j) Information requested in Exhibit 10 pertaining to HSE.
- k) Notwithstanding anything contained herein, the Applicant must submit all information required in attached Exhibits by the due date as mentioned in Section 9(e).

Any supplementary information required by the Relevant Agent during the review of Application shall also be duly submitted by the Applicant.

## 11. Prequalification Application Submission

- a) All correspondence and documents shall be prepared and submitted in English Language.
- b) The Application shall consist of three hard copies (1 original plus 1 copy) and 1 electronic copy in USB, clearly marking the hard copy as “Original”. In the event there is any discrepancy between the original hard copies and electronic copies, the hard copy shall govern. It is the Applicant’s responsibility to ensure that the electronic copy aligns with the original hard copy.
- c) The Application shall contain initials/ signature of the authorized signatory(ies) of the Applicant. The Application shall contain no interlineations or overwriting except errors made by authorized signatory of the Applicant. Any such correction must be initiated by the authorized signatory for the Application.
- d) The envelope containing the Application for Prequalification shall be sealed and addressed to the following:  
**Name:** Qasim Mehmud  
**Title:** Deputy General Manager, Project Procurement  
**Address:** Block J, 1<sup>st</sup> Floor, Procurement Division, Elander Road (Powerhouse) Complex, Karachi Pakistan  
**Email:** qasim.mehmud@ke.com.pk
- e) The completed Prequalification Document shall be delivered to KE no later than 17:00 hours Pakistan Time, 08<sup>th</sup> March 2023. Any Application submitted after the deadline may be rejected and returned unopened.

## 12. Clarifications

Applicant requiring any clarification on the Prequalification Document including the forms attached herewith, may send an electronic request for clarification to KE. Any such requests for clarification shall be sought before 18:00 hours Pakistan Time, 24<sup>th</sup> February 2023.

Electronic copies of the response will be sent to all Applicants who have requested the Prequalification Document.

## 13. Invitation to Bid

- a) At the end of the Prequalification evaluation, KE will either:
  - (i) Notify the Applicant in writing that the Applicant has not qualified or,
  - (ii) Notify the Applicant in writing that it has been designated as being a Prequalified Bidder and will receive an invitation to bid.
- b) The specific details of the tendering process including the deadline and content for submission of bids will be specified in the tender documents to be issued by KE to the Prequalified Applicants.

## 14. Client References

KE intends to use the client references given by the Applicants, in order to gain information regarding their performance on previous and current contracts.

## 15. Confidentiality and Literature

The Applicant may enclose with their reply any description literature or supplemental information which may have a direct bearing on this Project. All information will be treated as confidential.

The Applicant shall not at any time communicate to any person or entity any confidential information acquired during the Prequalification process.

Applicant shall not refer to Relevant Agent, as being a client, customer of the Relevant Agent or deemed/regarded and/or portray to be employees, agents, representatives, partners of the Relevant Agent either in any of their written publicity material or in any pitch proposals to anyone including but not limited to the Applicant client, public, other entities etc. (whether orally or in writing).

## 16. Disclaimer

- a) Only Prequalified Applicants in accordance with the requirements laid out in the Prequalification Document shall be eligible to receive the RFP for participation in the bidding process;
- b) The Relevant Agent shall not be liable for any expenses and/or costs incurred by the interested parties/consortium/joint venture as a result thereof. Further the Relevant Agent also reserves the right to request for any additional information for the purposes of the evaluation of Application;
- c) The Relevant Agent shall have no liability for this PQD or for any other written or oral communication transmitted to the Applicant during the Applicant's evaluation of the Project. This Prequalification Document does not constitute a solicitation to invest, or otherwise participate, in the Project mentioned herein. The Relevant Agent reserves its right, in its full discretion, to modify this PQD and/or the Project at any time to the fullest extent permitted by law, and shall not be liable to reimburse or compensate the Applicant for any costs nor expenses incurred by the Applicant in such an event.
- d) The Applicant(s) indemnifies and will keep Relevant Agent and its Affiliates indemnified, at all times from and against any and all loss, damage or liability (whether criminal or civil or any environmental damages) suffered, legal fees and all other costs and expenses incurred by the Relevant Agent or any of its Affiliates or asserted against the Applicant(s) due to any action taken by a third party against Relevant Agent and/or the Applicant(s) (whether directly or indirectly) as a result of a breach by the Applicant(s) of any of the terms or conditions of the Prequalification Document or the neglect or default of, or any act, matter or thing permitted or omitted by, the Applicant(s) or their personnel arising from or in connection with the Prequalification.
- e) Applicant(s) shall bear complete risk of any loss or damage incurred or suffered as a result of rejection of applications or annulment or postponement of the evaluation process.
- f) Applicants or individual members of an Applicant, will not attempt to communicate directly or indirectly with any representative of the Relevant Agent during the Prequalification evaluation process except as expressly directed or permitted by the Relevant Agent, or except as may be required and permitted under Relevant Agent's policies and or for any other project or other assignment, in which event the Applicants will not have any discussions regarding the Prequalification evaluation process.
- g) If any provision of this Prequalification is against the law(s) of Pakistan the remaining provisions of this Prequalification shall remain in full force and effect.
- h) If for any reason the Applicant is not Prequalified to participate in the bidding process, the Applicant hereby acknowledge covenants and agrees that it shall not commence, or permit to be commenced or aid in any way against the Relevant Agent either by itself or through any third party, any legal action or proceeding based in whole or in part in relation to the disqualification of the Applicant.

Nothing in this document constitutes as legally binding for the Relevant Agent.





## Application Forms



## **Exhibit 1A – Letter of Application**

*[Letterhead paper of the Applicant, including full postal address, telephone no., fax no., telex no., cable and e-mail address]*

Date:

**Qasim Mehmud**

**K-Electric Limited**

**Block ‘J’, 1st Floor, Procurement Division**

**Elander Road (Power House) Complex**

**Karachi, Pakistan**

Dear Sir,

1. Being duly authorized to represent and act on behalf of the [Applicant company Name] in the attached Power of Attorney, and having reviewed and fully understood all the information provided, the undersigned hereby apply in this Prequalification process to participate in the competitive tariff bidding for the Project
2. Attached to this Letter of Application are copies of original documents defining:
  - a. the Applicant's legal status;
  - b. the principal place of business; and
  - c. the place of incorporation (for Applicants who are corporations); or the place of registration and the nationality of the owner(s) (for Applicants who are partnerships or individually owned firms).
3. K-Electric Limited (“KE”) and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this Application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves or the authorized representative to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.

4. KE and its authorized representatives may contact the following persons for further information, if needed.

Contact 1	<i>Telephone and Email</i>
Contact 2	<i>Telephone and Email</i>

5. This Application is made with the full understanding of the Prequalification Document.
6. The undersigned declare that the statements made, and the information provided in the duly completed Application are complete, true, and correct in every detail.

For and on behalf of (name of Applicant)

## Exhibit 1B – Consortium/Joint Venture Agreement

### CONSORTIUM AGREEMENT

**THIS CONSORTIUM AGREEMENT** (this “**Agreement**”) is made and entered into at [Karachi], Pakistan on this [insert date] (the “**Signing Date**”) by and between:

1. [INSERT NAME] (“**PARTY A**”, which expression shall, where the context so permits, include its successors-in-interest and permitted assigns) **OF THE FIRST PART**;

**And**

2. [INSERT NAME] (“**PARTY B**”, which expression shall, where the context so permits, include its successors-in-interest and permitted assigns) **OF THE SECOND PART**;

**And**

3. [INSERT NAME] (“**PARTY C**”, which expression shall, where the context so permits, include its successors-in-interest and permitted assigns) **OF THE THIRD PART**;

(Party A, Party B and Party C shall hereinafter individually be referred to as the “**Member**” and collectively as the “**Members**”)

### RECITALS

---

WHEREAS:

- A. [K-Electric Limited] (the “**Relevant Agent**”) has invited through the RFQ published in [insert newspaper] dated [insert date] to submit Prequalification Documents (the “**PQD**”) for development of 200 MW (AC peak) utility scale Hybrid power plant within 50 Km radius from Dhabeji Grid station, Karachi, Sindh, Pakistan, under NEPRA Competitive Bidding Tariff (Approval Procedure) Regulations 2017 (S.R.O. 306(1)/2017 Dated 02-05-2017) and its amendments dated 28<sup>th</sup> February 2019 (the “**Project**”);
- B. Only Prequalified Applicants will be invited to bid for development of the Project through NCBT Regulations 2017. This stage will entail a single stage, two envelope process under which the Qualified Applicants will first be assessed for meeting minimum technical requirements, following which the technically qualified Members with the most competitive bid will be awarded the concession.
- C. The Members hereby intend to join hands to form an unincorporated association for the sole purpose of preparation and submission of joint PQD. In case of acceptance of the bidding Application of the qualified Members, by the Relevant Agent, the Members shall undertake the Project as shall be agreed through this Agreement and the Energy Purchase Agreement to be entered between the Relevant Agent and the special purpose vehicle established jointly by the Members (the “**SPV**”).

NOW, THEREFORE, the Members confirm their understanding as follows:

## 1. **DEFINITIONS AND INTERPRETATION**

---

### 1.1 **DEFINITIONS**

The following words and expressions shall have the meanings assigned to them, except where the context otherwise requires:

**Association** means the understanding formed between the Members in accordance with this Agreement;

**Authorized Representative** means the person nominated by the Members(s) of the Consortium through Power of Attorney to sign the application and the bidding Application on behalf of and in the name of that Member. The signature of Authorized Representative shall bind each Member in respect of all obligations and liabilities it assumes under this Agreement;

**Relevant Agent** means K-Electric Limited or the Purchaser;

**Country** means Islamic Republic of Pakistan;

**Consortium** means the unincorporated joint venture formed between the Members for the Project as per this Agreement;

**Development Activities** means all the activities required to complete the Project including procuring, constructing and any other activity relating to the same;

**Energy Purchase Agreement** shall mean the Energy Purchase Agreement to be entered into by and between KE and the Seller, and approved by NEPRA;

**K-Electric Limited (KE)** or the power purchaser

**Main Sponsor** means the lead investor in the Project and the Member which will take the lead in the management of the Association's affairs under this Agreement;

**Project** shall bear the meaning ascribed to it in the preamble;

**Signing Date** shall bear the meaning ascribed thereto in the preamble;

**Site** shall mean the parcel(s) of land with coordinates selected by the Members and considered for the development of Project.

**Site Lease** shall mean the agreement for the sub-lease of the Site, executed by the SPV as the lessee, as may be amended, rectified, or supplemented by the parties thereto from time to time.

### 1.2 **INTERPRETATION**

1.2.1 Words importing the singular also include the plural and the masculine includes the feminine and vice-versa where the context requires.

1.2.2 The headings in this Agreement shall not be taken into consideration in its interpretation. Unless otherwise stated, all references to clauses/sub-clauses are references to clauses/sub-clauses numbered

in the conditions and terms of this Agreement and not to those in any other document attached or incorporated by them.

## 2. ASSOCIATION AND UNDERSTANDING

---

2.1 The Members hereby intend to join hands to form an unincorporated association for the purpose of:

- (a) preparing and submitting the Prequalification Application document and the bidding document in connection with the Project, to KE;
- (b) providing any further information, KE may require or negotiating with KE on matters requiring negotiation in connection with the PQD and/or the bidding document in connection with the Project;
- (c) entering into the Energy Purchase Agreement, the Site Lease and ancillary agreements through the SPV; and
- (d) performing all the Development Activities to be undertaken for the Project by the Members through the SPV under this Agreement.

2.2 The participating interests of each Member and its role(s) shall be as follows:

Member	Participating Interest (%)	Role(s)
Party A		[insert details]
Party B		[insert details]
Party C		[insert details]

2.3 The composition of any Consortium and each Consortium Member's proposed interest in the table above shall at least be fixed with effect from this Agreement till the award of the Project to the Consortium.

2.4 After the award of the Project to the Consortium, the Main Sponsor commits to hold a minimum equity equal to at least fifty-one (51%) of the Consortium's total paid up equity capital during the Lock in Period.

2.5 After the award of the Project to the Consortium, the Consortium commits to hold minimum equity equal to at least fifty-one (51%) of the total paid up equity capital of the SPV with management control, till the seventh anniversary of the commercial operations date of the Project. After Prequalification, any change in the composition of consortium shall only be made subject to approval of Relevant Agent.



### **3. APPLICATION SUBMISSION**

---

- 3.1 Prior to the execution of this Agreement, each of the Members shall grant a power of attorney in favour of a person nominated by it as its Authorized Representative. Under the power of attorney granted to him, the Authorized Representative of a Member shall thereby have authority to sign the application in response to PQD and this Agreement on behalf of and in the name of that Member. The signature of its Authorized Representative shall bind each Member in respect of all obligations and liabilities it assumes under this Agreement.
- 3.2 The Authorized Representative shall be the representative of the Association for the correspondence and discussion with KE on matters involving the interpretation of the PQD or bid Application and alterations to it and to the Development Activities to be performed.

### **4. LANGUAGE AND LAW**

---

- 4.1 This Agreement shall be written and interpreted in English Language and the law which is to be applied to this Agreement shall be the law of Islamic Republic of Pakistan.

### **5. ASSIGNMENT AND THIRD PARTY**

---

- 5.1 No Member shall assign, sell, transfer or in any way encumber its interest under this Agreement, or its interests in any sums payable by KE, without first obtaining the consent in writing of other Member.

### **6. SEVERABILITY**

---

- 6.1 If any part of the provisions of this Agreement is found in any way to be void or not applicable, such part of the provisions shall be deemed to be deleted and remainder provisions of this Agreement shall continue in force and effect.

### **7. MEMBER IN DEFAULT**

---

- 7.1 In the event of insolvency of a Member, the other Members are hereby irrevocably constituted and appointed attorney-in-fact for such insolvent Member to act for it in all matters affecting performance of this Agreement.

### **8. LIABILITY**

---

- 8.1 All Members shall be jointly and severally liable for all obligations and responsibilities under this Agreement, PQD, the bidding Application and all ancillary documents.

**SIGNATURE PAGES**

---

**IN WITNESS WHEREOF** the Parties have executed this Agreement through their attorney/authorized representatives in two (2) originals on the Signing Date.

**AS PARTY A**

---

For and on behalf [*INSERT NAME*] through }  
authorized signatory }

SIGNATURE

Name:  
Designation:  
CNIC No.:

---

in the presence of:  
signature of **WITNESSES**

1. Name:  
Address:  
CNIC or Passport No.:

SIGNATURE

2. Name:  
Address:  
CNIC or Passport No.:

---

---



## **Exhibit 2 – Covenant of Integrity**

### **1.1. INSTRUCTIONS**

The Applicant must promptly execute the Covenant of Integrity on its corporate letterhead. The executed Covenant of Integrity must be submitted to K-Electric.

### **1.2. TEMPLATE**

[On Applicant letterhead]

[Date]

Attention:

Head of Procurement  
K-Electric Limited  
1st Floor Procurement Division  
Building J, Elander Road  
(Power House) Complex, Karachi - 74200,  
Pakistan  
[www.ke.com.pk](http://www.ke.com.pk)

**Subject: Covenant of Integrity**

Dear Recipient,

The Applicant hereby undertakes that the Application was not concluded under the influence of an agreement, decision or conduct which influences an open and fair competition negatively. In addition, the Applicant hereby warrants and covenants that neither it, nor its Affiliates or representatives has made, offered, promised, requested, solicited or accepted or authorized regarding the Application, nor will make, offer, promise, request, solicit or accept or authorize regarding the matters that are the subject of the Application, any payment or any transfer of anything of value, including without limitation any gift, service or entertainment, or other advantage, or a so-called facilitation payment, whether directly or indirectly, to or for the use or benefit of:

- (i) any public official including without limitation any person holding a legislative, administrative, or judicial office, including any person employed by or acting for a public agency, or public international organization or providing a public service;
- (ii) any director, officer or employee of a government owned or controlled company or any company or enterprise in which government owns an interest;
- (iii) any political party or political party official or candidate for office;
- (iv) any director, officer or employee of any other party or any of their respective Affiliates;
- (vi) any close family member of any of the foregoing; any other third party; or

- (vii) any agent or intermediary for the purposes of subsequent transfer (in whole or in part) to one or more of the foregoing, in each case where the payment, gift, service, entertainment, or advantage:
  - (A) would violate the laws of any jurisdiction applicable to the subject matter of, and its performance of its obligations under, the Application;
  - (B) would violate the laws of the country of formation of it or its ultimate parent company, the country where it or its ultimate parent company's shares are listed, or the countries where it or its ultimate parent company carry on business; or
  - (C) is for the purpose of:
    - (1) influencing the individual receiving such payment, gift, service, entertainment or advantage to act or refrain from acting in the exercise of his or her official duties;
    - (2) seeking with a view to obtaining from such individual any undue advantage; or
    - (3) inducing such individual to act or refrain from acting in the exercise of his or her official duties in order to obtain or retain business or other undue advantage in relation to the bid,

in each case, in violation of the principles set forth in articles 15, 16, 18 and 21 of the "United Nations Convention Against Corruption" signed by the Islamic Republic of Pakistan on 9 December 2003, and ratified by the Islamic Republic of Pakistan on 31 August 2007, and to the extent otherwise not in conflict with (A) or (B).

In the case of breach of any of the above warranties and/or covenants, without prejudice to any other right and remedy provided by law, equity or by contract, the Applicant shall indemnify and hold K-Electric harmless from and against all claims, damages, losses, expenses, fines or any third-party liability claims (excluding any consequential losses) arising out of or in connection with such breach.

For and on behalf of

Applicant company name: \_\_\_\_\_

Name of Applicant's authorized person: \_\_\_\_\_

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

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

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

## Exhibit 3 – Confidentiality Agreement

*(The Applicant must execute the Confidentiality Agreement on stamp paper and submit to K-Electric along with complete Application for Prequalification)*

### CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“**Agreement**”) is made at Karachi on this \_\_\_\_ day of \_\_\_\_\_, 2023.

#### **By and between**

**K-Electric Limited**, a public limited company duly incorporated and existing under the laws of Pakistan and having its registered office at KE House, 39B, Sunset Boulevard, Phase-II, DHA, Karachi, Pakistan, (hereafter referred to as “**KE or Disclosing Party**”).

#### **And**

[\_\_\_\_\_], [registered address] (hereinafter “**company of Receiving Party**”)

(**KE** and [**company**] are hereinafter individually referred to as a “**Party**” and collectively as the “**Parties**”).

#### WHEREAS:

1. KE is in process of obtaining Application for the development of Site Neutral Hybrid Renewable Project at Dhabeji Grid (referred to herein as the “**Project**”).
2. As part of these discussions, the Parties (either directly or through a representative) have and may in the future exchange Confidential Information pertaining to the Project.
3. [company] and KE wish to enter into this Agreement to safeguard the confidentiality of such Confidential Information.

NOW THEREFORE, in consideration of the mutual agreements contained herein, the Parties agree as follows:

1. In this Agreement, unless the context requires otherwise, the following terms shall have the meaning given below:

“**Affiliate(s)**” means in relation to a Party, any, corporation, partnership or other legal entity: (i) that is, directly or indirectly, controlled by such Party; or (ii) that directly or indirectly controls such Party; or (c) that is, directly or indirectly, controlled by a Party that also, directly or indirectly, controls such a Party. For the purpose of this definition, a Party is directly controlled by another Party which owns or controls shares or other interests carrying in the aggregate at least fifty percent

(50%) of the voting rights exercisable at a general or shareholders meeting of the first-mentioned Party or the right to appoint or dismiss a majority of the directors thereof.

“**Confidential Information**” means all information (in whatever form, including, but not limited to, oral, visual, written or electronic, or in any medium or by any method) relating to the Project, including but not limited to, all manuals, specifications, drawings, letters, telexes and any other material containing Confidential Information disclosed to the [company] by or on behalf of the KE in writing, in drawing or in any other form or acquired by the [company] from the KE regardless of whether such information was obtained prior to or at the time of submission of Application (the “Effective Date”). Confidential Information shall also include all memoranda, reports, valuations, analysis and summaries of Confidential Information that the Receiving Party or any of its Affiliates derives from Confidential Information disclosed by the Disclosing Party.

2. Each Party agrees that the Confidential Information received by it shall be kept strictly confidential, shall only be used in relation to the Project and shall not be sold, traded, published or otherwise disclosed to anyone in any manner whatsoever, including by means of photocopy or reproduction, or electronic transmission, without the prior written consent of the Disclosing Party.

Receiving Party further agrees that, unless otherwise expressly permitted in this Agreement, it shall not disclose, and shall cause its representatives not to disclose (i) the existence or terms and conditions contained in this Agreement, (ii) the fact that Confidential Information has been made available to the Receiving Party or its representatives; (iii) the fact that discussions or negotiations are or were taking place concerning the Project, and (iv) the terms, conditions or other facts with respect to any such Project, if any, including the status thereof, to any third parties (other than such third parties who are permitted to receive Confidential Information hereunder) without the prior written consent of Disclosing Party.

- 3.1. The Receiving Party may disclose Confidential Information without the Disclosing Party’s prior written consent only to the extent such information:
  - (i) is required to be disclosed under applicable laws, rules or regulations, including a governmental order or decree, a ruling or judgment of a court of competent jurisdiction, arbitrator or the rules of any recognized stock exchange (“Applicable Laws”) (provided that the Receiving Party shall promptly give a written notice to the Disclosing Party prior to such disclosure, limit the disclosure to the extent legally allowable and seek to protect such information from further disclosure;
  - (ii) is disclosed to the employees, officers or directors of Receiving Party and to their employees, officers or directors on a ‘need to know’ basis; or
  - (iii) is disclosed to any professional consultant, legal counsel or agent retained by the Receiving Party where bona fide necessary for the proper performance of their duties in relation to the Project.
- 3.2. The following shall not constitute Confidential Information:
  - (i) was in the lawful possession of the Receiving Party at the time of its receipt and can be proven by the Receiving Party that it did not have an obligation to keep it confidential.
  - (ii) was in the public domain at the time of receipt or disclosure or subsequently becomes so through no fault of the Receiving Party or any person to whom Receiving Party disclosed Confidential Information;

- (iii) is developed by or for the Receiving Party at any time independently of the Confidential Information disclosed to it, as evidenced by its written records; or
  - (iv) has been or hereafter is rightfully acquired from third parties who rightfully have possession of such information without an obligation to keep it confidential.
- 3.3. The Receiving Party shall not be liable for such inadvertent or unauthorized disclosure if it has used the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential Information of like importance.
- 4. The Receiving Party shall be responsible to Disclosing Party for the compliance of the persons listed in paragraph 3.1(i) and (iii) to whom the Receiving Party has disclosed Confidential Information as though such persons and entities were Receiving Party. Prior to any disclosure to persons listed in paragraph 3.1(iii) Receiving Party shall obtain a written undertaking of confidentiality from such persons in the same form as this Agreement. The Receiving Party shall not make any statements and/or issue any press releases concerning the Project without the prior written consent of the Disclosing Party.
- 5. Any Confidential Information disclosed by or on behalf of the Disclosing Party shall remain the property of the Disclosing Party, and the Disclosing Party may demand the return thereof at any time upon giving written notice to the Receiving Party. The Receiving Party shall not acquire any right, title, interest or license in Confidential Information it receives pursuant to this Agreement and no actions pursuant to this Agreement shall be construed as conferring on the Receiving Party any license under any patent, copyright or future patent owned by the Disclosing Party, its Affiliates or any of their shareholders or any other intellectual property right. Within thirty (30) days of receipt of a request to return Confidential Information, a Receiving Party shall return all original Confidential Information it has received and destroy, or procure the destruction of, all other Confidential Information, including any information retained on computer backup system, copies and reproductions (both written and electronic), in its Affiliates and any persons' to whom it was disclosed.
- 6. This Agreement shall terminate on the earlier of the third (3<sup>rd</sup>) anniversary of the Effective Date or receipt of written notice of termination. In addition to the obligation to return and/or destroy set forth in paragraph 5, following termination, the obligations of confidentiality set forth herein shall continue until the third (3<sup>rd</sup>) anniversary of the termination date. The provisions of this Agreement shall however apply retrospectively to any Confidential Information which may have been disclosed in connection with discussions and negotiations regarding the Project prior to the Effective Date. Notwithstanding anything else contained herein either Party has the right to terminate this Agreement at any time by furnishing the other Party with a one (01) month prior written notice without giving any reason for termination.
- 7. The Disclosing Party hereby represents and warrants that it has the right and authority to disclose the Confidential Information to the Receiving Party. **The Disclosing Party, by providing such Confidential Information or otherwise, neither makes nor gives any representation, warranty or undertaking, express or implied, concerning the quality, reliability, accuracy, completeness or reasonableness of the Confidential Information. The Receiving Party shall use any Confidential Information at its own risk and the Disclosing Party shall have no liability to the Receiving Party resulting from the Receiving Party's use of such Confidential Information.** Nothing contained herein shall be construed as requiring the Disclosing Party to enter into any business dealings, to negotiate in good faith, or to hold or to continue discussions

concerning the Project with the Receiving Party. Neither this Agreement nor any actions of the Parties shall constitute or be construed to constitute a partnership, joint venture or any other cooperative relationship between the Parties. The obligations and liabilities of the Parties to this Agreement.

8. The liability of the Parties to each other for breach of this Agreement shall be limited to actual direct and foreseeable damages. In no event shall the Parties be liable to each other for any other damages, including loss of profits or business interruptions, or indirect, incidental, consequential, special, exemplary or punitive damages, decline in market capitalization, however caused, regardless of negligence or fault. Receiving Party acknowledges and agrees that Disclosing Party may be irreparably harmed by the breach of this Agreement and damages may not be an adequate remedy. Disclosing Party shall be entitled to seek an injunction or specific performance for any threatened or actual breach of this Agreement by Receiving Party or any other person receiving Confidential Information pursuant to this Agreement. In addition to the above, the Disclosing Party may in its sole discretion pursue any and all other remedies available to it for such violation, breach or threatened breach including recovery of compensatory damages.
9. This Agreement shall be governed by and construed in accordance with the laws of Islamic republic of Pakistan. All claims, demands, causes of action, disputes, controversies and other matters in question (“Dispute”) arising out of, relating to, or in connection with this Agreement, including any question regarding its existence, breach, validity, or termination, which cannot be amicably resolved by the Parties, shall be settled before two (02) arbitrators appointed mutually by both the Parties and one (01) umpire appointed mutually by the two (02) arbitrators. For purposes of clarity, the arbitrators and the umpire shall be retired confirmed judges of the High Court of Sindh at Karachi. Such arbitration shall be held in accordance with the provisions of the Arbitration Act, 1940. The venue of such arbitration shall be Karachi, Pakistan and the language of arbitration proceedings shall be English in effect as of the Effective Date. Judgment upon such award may be entered in any court having jurisdiction thereof. A dispute shall be deemed to have arisen when either Party notifies the other Party in writing to that effect. Receiving Party acknowledges that remedies at law may be inadequate to protect against breach of this Agreement; accordingly, the arbitrator may award both monetary and equitable relief, including injunctive relief and specific performance. The Disclosing Party may apply to any competent judicial authority for interim or conservatory relief; an application for such measures or an application for the enforcement of such measures ordered by the arbitrator shall not be deemed an infringement or waiver of the agreement to arbitrate and shall not affect the powers of the arbitrator.
10. This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter hereof and neither Party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other Party except as set forth herein. This Agreement may not be modified or amended except in writing and signed by a duly authorized representative of each of the Parties. No failure or delay in exercising or any single or partial exercise, of any right, power or privilege under this Agreement shall operate as a waiver or preclude any further exercise of any right, power or privilege under this Agreement or otherwise. If any provision of this Agreement (or part thereof) is or becomes unlawful, invalid or void, the legality, validity, and enforceability of any other part of that provision or any other provision of this Agreement shall not be affected but shall continue in full force and effect. The unlawful, invalid or void provision shall be deleted from this Agreement but only to the extent of the invalidity so as to preserve this Agreement to the maximum extent possible.

11. All notices and other communications given under this Agreement shall be in writing in the English language and shall be deemed to have been properly given or made if: (a) personally handed to an authorized representative of the Party for which intended; (b) sent by postage prepaid, registered (return receipt requested) mail (airmail if international); (c) transmitted by facsimile with confirmation of receipt; or (d) transmitted by email (such notice by email shall be contained in an attachment and not in the body of the email); in each case at or to the address of the Party for which intended, as indicated below, or other address as may be designated by notice given in accordance with this paragraph:

To: Applicant [company]	To: K-Electric Limited
Attention: [name]	Attention:
Telephone: [number]	Telephone:
Facsimile: [number]	Facsimile:
Email: [name@XYZ.com]	Email:

Notices and other communications given in accordance with this paragraph 11 shall be effective (a) on receipt by the addressee if personally delivered or transmitted by mail, and (b) on transmission to the addressee if transmitted by facsimile (with the correct recipient confirmation) or by email during normal business hours at the place of the addressee or, if so transmitted outside such hours, at the opening of business on the next business day at such place.

12. This Agreement may be executed in two (02) counterparts and each of which shall be deemed an original, with the same effect as if the signatures on the counterparts were upon a single engrossment of this Agreement provided that this Agreement shall not be effective until all the counterparts have been executed.



IN WITNESS THEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives.

**Applicant [company]**

**K-Electric Limited**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

**Signed in the presence of the following witnesses:**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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



## Exhibit 4 – Power of Attorney

*(The Applicant must execute the Power of Attorney on stamp paper and submit to K-Electric along with complete Application for Prequalification)*

### POWER OF ATTORNEY

TO ALL WHOM PRESENT, these presents shall come. \_\_\_\_\_, having its registered office at \_\_\_\_\_ (hereinafter called the “company”) send greetings.

WHEREAS the [company] was incorporated under the \_\_\_\_\_ as a \_\_\_\_\_.

WHEREAS, by virtue of the powers conferred upon them by Article \_\_\_ of the [company]’s Articles of Association, the Board of Directors of the [company] have passed the resolution dated \_\_\_\_\_ and entrusted to and conferred upon \_\_\_\_\_, the \_\_\_\_\_ of the [company]. The following powers which shall be exercisable by him from the date that a power of Attorney enumerating the same is executed in his favor by \_\_\_\_\_.

NOW THESE PRESENTS WITNESS THAT, \_\_\_\_\_ s/o \_\_\_\_\_ holder of CNIC/Passport No. \_\_\_\_\_ is holding the position of \_\_\_\_\_ in the [company], is hereby appointed Attorney of the [company] to act in the name and on behalf of the company to do and perform the following act and things only:

1. To sign the application and its ancillary documents on behalf of the [company] with respect to the Prequalification process for its Project as specified in the Prequalification Document.
2. The [company] hereby agrees to ratify and confirm all and whatever the said Attorney shall lawfully do or cause to be done by virtue of this Power of Attorney.
3. This Power of Attorney, unless earlier revoked, shall be valid until the completion of execution of Prequalification process and shall stand immediately revoked upon the execution of the same.

IN WITNESS WHEREOF the Common Seal of the [company] has been affixed hereto at \_\_\_\_\_ on this \_\_\_\_\_ by the undersigned \_\_\_\_\_ of the [company] pursuant to the resolution dated \_\_\_\_\_ passed by the Board of Directors of the [company].

Signature of Attorney



\_\_\_\_\_  
THE COMMON SEAL of the [company]  
is hereunto affixed in the presence of

\_\_\_\_\_  
**Director**

\_\_\_\_\_  
**Director**

**WITNESSES:**

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Exhibit 5 – Affidavit

*(The Applicant must execute the Affidavit on stamp paper and submit to K-Electric along with complete Application for Prequalification)*

### AFFIDAVIT

I, \_\_\_\_\_ S/o \_\_\_\_\_, permanent Resident of \_\_\_\_\_ holding CNIC/Passport No. \_\_\_\_\_ being a duly authorized representative of the \_\_\_\_\_ (“Applicant”) \_\_\_\_\_(designation) , do hereby declare as under:-

1. That I am the deponent of this affidavit and fully conversant with the facts stated herein and nothing has been concealed or mis-declared.
2. That the Applicant has applied for Prequalification process for Project of K-Electric Limited (“Relevant Agent”).
3. That the country of origin of Applicant is not any country upon which the government of Pakistan has imposed any trade embargo, including Israel and India.
4. That the Applicant and its members, representatives, personnel’s etc. do not have any restrictions with respect to travel in Pakistan.
5. That the Applicant does not have a conflict of interest with any of the parties involved in the bidding process of the Relevant Agent at the time of Prequalification and further the Applicant hereby agrees that if the Applicant is found to be in conflict of interest with one or more parties involved in the bidding process, at any time, the Relevant Agent shall have the right to disqualify the Applicant.
6. The Applicant is considered to be in a conflict of interest with Relevant Agent, if the Applicant and the other parties in the bidding process including but not limited to have:
  - a) controlling shareholders in common or
  - b) a relationship with each other, directly or through common third parties, that puts the Applicant in a position to have access to material information about or improperly influence the application of any other applicant involved in the bidding process or influence the decisions of the Relevant Agent regarding the prequalification process
7. That the Applicant and its members (in case of the Applicant being a consortium/joint venture) have not defaulted in their payment obligations and/or performance of major contracts over the past five years.
8. The Applicant or any officer, director or owner thereof, has not been in substantial noncompliance of the terms and conditions of prior project contracts
9. That the Applicant and its members (if any) are solvent and have no liquidation application pending against them in any court of law.
10. That the Applicant understands that if necessary, the Applicant may be required by the Relevant Agent to arrange confirmations from Applicant’s lenders, contractors etc. to establish the Applicant’s eligibility.

11. That the information provided by the Applicant, on any litigation or arbitration resulting from contracts completed or under execution over the last five years is accurate and will not adversely affect the Relevant Agent in any way whatsoever. That the Applicant understands that a consistent history of award against the Applicant may result in rejection of the Application of the Applicant by the Relevant Agent.
12. That the Applicant and its members (in case of the Applicant being a consortium/joint venture) have been compliant of the prevailing regulations over the past five years.
13. The Applicant, its owners, directors, and key employees, have not been prosecuted, blacklisted or barred during the past five years by the Relevant Agent, Purchaser or any federal or provincial agency or any international DFI and are not subject to any international sanctions;
14. The Applicant should affirm that it has not been the cause of any serious health, safety, or environment hazard in any of its projects in Pakistan or any other place in the world over the past five years.
15. That the Applicant shall submit his statement on separate affidavit, in case the Applicant is claiming no litigation.
16. The Applicant hereby agrees if any provision of this Prequalification is, against the law of Pakistan the remaining provisions of this Prequalification shall remain in full force and effect.

Whatever stated above is true and correct to the best of my knowledge and belief.

**DEPONENT**

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

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

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

## Exhibit 6 – Basic Information

All Applicants including individual companies or members of a consortium/joint venture applying for Prequalification are requested to complete the information in this Exhibit. The same data needs to be submitted in excel format through USB or email.

### 6.1. Applicant Details

Name of Applicant [Lead Partner in case of a consortium/joint venture]	
Address	
Type (Corporation, Partnership etc.)	
Name and Nationality of Owners	
Name of contact person	
Title of contact person	
Telephone No.	
Email address	
Company registration no:	
Place of incorporation	
Year of incorporation	
Presence in Countries	

### 6.2. Structure and Organisation

Primary business of the Applicant	
Number of years of experience in the Power Sector	

If the Applicant is part of a group, group company structure needs to be provided.

### Consortium Summary

Names of all Members of a Consortium/Joint Venture	Brief Role in the Project
Lead Member:	
Member:	
Member:	

Replicate Section 6.1 and 6.2 of this Exhibit for each member of the consortium/joint venture.

Brief description of roles of each company in the consortium shall also be provided.

## Exhibit 7 – Relevant Experience

The Applicant's company or each of the member companies in a consortium, must fill below table separately for Renewable and Thermal projects in the last 8 years. The same data needs to be submitted in excel format through USB or email.

### 7.1. Experience of Owned, Developed, Constructed and Commissioned Projects

Only those projects will be considered here which are either under construction or have been constructed and commissioned. Projects under development shall not be considered.

	Project 1	Project 2	Project 3
Name of Applicant			
Name of project			
Project Capacity (MW)			
Type of Plant			
Location of plant			
Technology/ Capacity Factor/ Energy Yield per MW			
Current Status of the Project (Under construction/commissioned)			
Name of Off-taker			
Year of commissioning of the plant			
Applicant's share in the equity			
Applicant's role in the project			
List of major tasks performed by the Applicant			
EPC cost and project cost (in USD'm/MW)			
Duration from award to Financial Close (months)			
Construction Period (months)			
Other Equity shareholders (above 5%)			
Project Lenders			

The Applicant to provide details of all projects under this category in the above format.

### 7.2. Management and Operations' Experience

	Project 1	Project 2	Project 3
Name of Applicant			
Name of project			
Project Capacity (MW)			
Type of Plant			
Location of plant			
Technology/ Capacity Factor/ Energy Yield per MW			
Current Status of the Project			

Current status of Operations and Maintenance agreement with Member			
Name of Off-taker			
Name of EPC Contractor			
Name of Operations and Maintenance Contractor			
Term of Operations and Maintenance Contract			
Year of commissioning of the plant			
Applicant's role in the project			
List of major tasks performed by the Applicant			
Period of project management post-COD			

The Applicant to provide details of all projects under this category in the above format.

The Applicant may add supporting documents and additional details to this list to support the case. Supporting documents should include (but not be limited to) the following (as applicable):

- 1) Evidence of equity injection from Applicant
  - a. Documentary evidence of proof of direct or indirect shareholding in the project company. Such documentary evidence shall be verifiable, independently and objectively produced. Documentary evidence includes a statement from the auditor confirming the shareholding in the project or the audited financial statements of the project company during construction and operating period which reflect direct or indirect shareholding of the Applicant (or Applicants Consortium Member(s))
- 2) Documentary evidence of Development activities which include project related studies, approvals and other related requirements fulfilled
- 3) Financial statements of the utility scale plant company
- 4) Statement of financing from lead bank
- 5) Proof of applicable license and agreements
- 6) Project completion certificate/Achievement of COD certificate
- 7) Other notices substantiating status of power plant and role of member

Applicant should also provide Project completion notices /certificates/ shareholding evidence, or any other evidence required for evaluation for each of the Projects mentioned in 7.1 to 7.2 of this Exhibit.

## Exhibit 8 – Financial Capability

The following information shall be provided for the Applicant or each company forming the Applicant consortium. The same data needs to be submitted in excel format through USB or email.

	Year 1	Year 2	Year 3
<b>Turnover</b>			
<b>Profit/(loss) Before Tax</b>			
<b>Profit/(loss) After Tax</b>			
<b>Total Assets</b>			
<b>Total Liabilities</b>			
<b>Net Worth</b>			
<b>Current Assets</b>			
<b>Current Liabilities</b>			
<b>Net Working Capital (Current Assets – Current Liabilities)</b>			
<b>Free Cash flow to Firm (Net Income + Non-cash expenses – Increase in Working Capital – Capital Expenditure)</b>			
<b>Debt Equity Ratio (in %) (Total Debt / (Total Debt + Shareholder’s Equity))</b>			
<b>Debt Service Coverage Ratio (EBITDA / Total Debt Servicing i.e., Outstanding Interest + Outstanding Principal)</b>			
<b>Current Ratio (Current Assets / Current Liabilities)</b>			
<b>Operating Cash flow ratio (OCFR) (Cash flow from Operations / Current Liabilities)</b>			

Notes:

- All figures shall be provided in USD million. In case the reporting currency in financial statements is not US Dollars, conversion rate used for conversion shall be provided below:
- Reporting currency in Applicant’s financial statements = \_\_\_\_ Conversion rate used = \_\_\_\_
- In case the Applicant is a consortium/joint venture, please provide a separate form for each member company



- d) In case the Applicant has any subsidiary company, consolidated financial statements shall also be provided. Moreover, requested information should be provided for both stand alone and consolidated financial statements
- e) Applicants should confirm that there has been no material change since the last of the accounts supplied under (a) or give details of the changes.
- f) State the sources of financing for the Project, including the percentage of debt and equity
- g) For each member party of the Applicant:
  - i. The credit rating by a recognized rating agency (such as S&P and Moody's)
  - ii. Provide audited financial statements for the last three fiscal years for each company, that reflects the financial strength to undertake these project
- h) Applicants must provide name and address of bankers from whom references can be obtained (at least 2 banks) or fill the Credit Rating Information

<b>Bank References</b>	
Bank name	
Bank address	
Contact name and title	
Telephone	
<b>Credit Rating Information</b>	
<b>Name of Applicant (Corporation/Consortium/Joint Venture)</b>	
Rating Agency	
Most Recent Credit Rating	
Type of Credit Rating	
Date of Most Recent Credit Rating	

## Exhibit 9 – Litigation and Social, Economic & Regulatory compliance

Please provide details of any litigation (including arbitration and history of legal, social, environmental and regulatory non-compliance) in which the Applicant is currently involved or has been involved over the last 5 years from completed contracts and under execution. Give adequate information to explain the nature of the case and the amounts in dispute. Additionally Social, economic, and Regulatory compliance history for the last 5 years are required from the Applicant.

Year	Name of client, cause of litigation and matter in dispute	Disputed amount (in USD)	Disputed Amount as a % of Net Worth

The information shall be provided for each member of the consortium/joint venture.

## **Exhibit 10 – HSE**

Information shall be provided in respect of the Applicant, or each member in its consortium/joint venture.

### **10.1. Health and Safety**

Applicants shall provide the following documents/information:

- a) A copy of the company's safety / security policy document.
- b) The company's annual safety report or record over the past 5 years.

### **10.2. Environmental and Social Policy**

The Applicant shall provide details of environmental, social and regulatory management systems on the Applicant that are in compliance with the local laws.